CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo

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

AMENDED AGENDA

Items 5.3 and 8.2 added

MONDAY, MAY 4, 2026 | 6:00 PM

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

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

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

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

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

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

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

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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

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

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

bit.ly/3FBiGA0

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

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

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

The agenda for this regular meeting is outlined as follows:

1. OPENING

1.1. Call to Order

1.2. Roll Call

1.3. City Clerk's Report on Posting the Agenda

1.4. Pledge of Allegiance

1.5. Invocation

1.6. Orders of the Day

1.7. Employee Introductions

2. CEREMONIAL ITEMS - Proclamations and Awards

2.1. Affordable Housing Month Proclamation

2.2. Building Safety Month Proclamation

3. PRESENTATIONS TO THE COUNCIL

3.1. Gilroy Gardens Annual Presentation

3.2. Youth Commission Annual Presentation

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

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

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

4. REPORTS OF COUNCIL MEMBERS

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

Committee, SCRWA

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

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

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

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

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

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

5. CONSENT CALENDAR

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

5.1. Approve the April 20, 2026 City Council Regular Meeting Minutes

5.2. Approval of Gilroy Gardens Proposed Capital Improvement Plan to Develop the Hecker Pass Outdoor Events Center

5.3. Consent to the Appointment of Brandon Sanchez as Police Chief

6. BIDS AND PROPOSALS

6.1. Award Three, Three-Year On-Call Contracts for Encampment Cleanup Program Services with Two, One-Year Extension Options with an Amount Not-To-Exceed

$750,000 each to San Jose Conservation Corps, Landscape Maintenance America dba California Highway Adoption Company, and FS Global Solutions

1. Staff Report:
   John Doughty, Public Works Director
2. Public Comment
3. Possible Action:

   1. Authorize the City to enter into Agreements in an amount not to exceed $750,000 each with San Jose Conservation Corps, Landscape Maintenance America dba California Highway Adoption Company, and FS Global for a Three-Year On-Call Encampment Cleanup Program Services with two one-year extension options;
   2. Authorize the City Administrator to execute the Agreements; and
   3. Adopt a resolution amending the FY 2026–2027 adopted budgets appropriating $50,000 from the General Fund (100) in FY 2026, and $100,000 in FY 2027 for this work.

7. PUBLIC HEARINGS

7.1. Conduct a Public Hearing to Approve Community Development Block Grant Citizen Participation Plan and Program Year 2026-2027 Annual Action Plan including Funding Allocations

1. Disclosure of Ex-Parte Communications
2. Staff Report:
   Sharon Goei, Community Development Director
3. Open Public Hearing
4. Close Public Hearing
5. Possible Action:

   1. Approve the Community Development Block Grant (CDBG) Citizen Participation Plan and Program Year 2026-2027 Annual Action Plan including funding allocations;
   2. Direct the Community Development Director, or designee, to submit the Citizen Participation Plan and Annual Action Plan to the U.S. Department of Housing and Urban Development, and further authorize the Community Development Director, or designee, to make any changes to the Citizen Participation Plan and Annual Action Plan as needed to comply with CDBG submission guidelines; and
   3. Adopt a resolution amending the Fiscal Year 2026-2027 budget within the Community Development Block Grant Fund (245).

7.2. Adopt a Resolution Approving Tentative Map TM 24-01 and Architectural and Site Review AS 24-07 for the Construction of 42 Townhomes Located at 95 Howson Street (APN 790-36-012)

1. Disclosure of Ex-Parte Communications
2. Staff Report:
   Sharon Goei, Community Development Director
3. Open Public Hearing
4. Close Public Hearing
5. Possible Action:
   Staff has analyzed the proposed project and recommends that the City Council:

   1. Determine this project is exempt from further environmental review pursuant to State CEQA Guidelines Section 15332 (Class 32);
   2. Adopt a resolution approving Vesting Tentative Map TM 24-01, subject to the findings and conditions outlined in the draft resolution; and
   3. Adopt a resolution approving Architectural and Site Review Permit AS 24-07, subject to the findings and conditions provided in the draft resolution.

8. UNFINISHED BUSINESS

8.1. Adopt a Resolution of the City Council of the City of Gilroy Calling a General Municipal Election and Adopt a Resolution Submitting a Measure Increasing the Rate of the City of Gilroy's Transient Occupancy Tax (TOT)

1. Staff Report:
   Kim Mancera, City Clerk
   Harjot Sangha, Assistant City Administrator
2. Public Comment
3. Possible Action:

   1. Adopt Resolution A calling a General Municipal Election for Municipal Officers, requesting the Santa Clara County Board of Supervisors authorize consolidation with the Statewide General Election to be held on November 3, 2026, pursuant to California Elections Code Section 10403, and requesting the services of the Registrar of Voters; and
   2. Concur with setting the initial Transient Occupancy Tax rate at eleven percent (11%).

3. Adopt Resolution B placing a measure on the ballot increasing the rate of the City's Transient Occupancy (Hotel) Tax from nine percent (9%) to a not-to-exceed maximum rate of thirteen percent (13%).

8.2. Homeless Encampment at Sixth Street and Camino Arroyo Drive

1. Staff Report:
   Matt Morley, City Administrator
2. Public Comment
3. Possible Action:
   Discuss the current homeless encampment at Sixth Street and Camino Arroyo Drive and confirm or modify prior direction to staff as needed.

9. INTRODUCTION OF NEW BUSINESS

9.1. Gilroy Homelessness Efforts

1. Staff Report:
   Scot Smithee, Interim Police Chief
   Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:
   Receive report on homelessness efforts.

9.2. Receive Report and Presentation and Provide Input on Draft Santa Clara County Community Plan to End Homelessness and Gilroy Data, Progress, and Partnerships

1. Staff Report:
   Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:
   Receive the report and presentation and provide input on the Draft Santa Clara County Community Plan to End Homelessness and Gilroy Data, Progress, and Partnerships.

9.3. Tobacco Retailer Permit Potential Density and Flavored Tobacco Restrictions

1. Staff Report:
   Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:
   Council provide direction regarding potential tobacco retailer permit regulations and management.

9.4. Review and Discussion of Campaign Finance Laws, Contribution Limits and Related Enforcement

1. Staff Report:
   Harjot Sangha, Assistant City Administrator
2. Public Comment
3. Possible Action:
   Council receive the report and provide direction, if any.

10. CITY ADMINISTRATOR'S REPORTS

11. CITY ATTORNEY'S REPORTS

12. CLOSED SESSION

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

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

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

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

13. 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).

14. ADJOURNMENT

City of Gilroy

Proclamation

WHEREAS, an affordable place to call home provides everyone an opportunity to thrive, making our community stronger, healthier, more inclusive, and more prosperous; and

WHEREAS, ensuring that people of all income levels have access to a home they can afford helps build strong and resilient communities; and

WHEREAS, the Santa Clara County Community Plan to End Homelessness emphasizes expanding homelessness prevention and housing programs as a critical strategy to address our region's housing crisis; and

WHEREAS, the City of Gilroy is actively working to reduce barriers to the production and preservation of affordable housing by collaborating with a network of organizations to deliver essential services, strengthen tenant protections, support innovative housing solutions, and advance efforts to end homelessness; and

WHEREAS, the City of Gilroy remains committed to partnering with local, regional, and state agencies to secure funding to support the construction and preservation of high-quality, affordable homes that will serve as lasting community assets for generations to come.

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, on this 4th day of May 2026, along with my colleagues on the City Council, do hereby proclaim May 2026 as

AFFORDABLE HOUSING MONTH

and invite residents to support affordable housing solutions and to recognize the efforts of the City of Gilroy and its dedicated community partners who seek to improve access to affordable housing opportunities in the City of Gilroy and our neighboring communities.

Greg Bozzo

Greg Bozzo, Mayor

Attested to by:

Kim Mancera

Kim Mancera, City Clerk

City of Gilroy

Proclamation

WHEREAS, the City of Gilroy recognizes that community growth and strength depend on safe homes, buildings, and infrastructure in daily life and during disasters; and

WHEREAS, our confidence in building resilience comes from the year-round work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, and others in construction; and

WHEREAS, these professionals are members of the International Code Council (ICC), which unites officials and experts to develop and implement high-quality codes and standards; and

WHEREAS, modern codes and standards protect the public from hazards like earthquakes, wildfires, floods, hurricanes, snowstorms, and tornadoes; and

WHEREAS, Building Safety Month, sponsored by the ICC, raises public awareness of code officials who ensure safe, sustainable, and affordable buildings; and

WHEREAS, the 2026 Building Safety Month theme, "Built to Last," invites everyone to promote building safety locally and globally.

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, on this 4th day of May 2026, along with my colleagues on the City Council, do hereby proclaim May 2026 as

BUILDING SAFETY MONTH

and invite residents and businesses to support building safety and acknowledge the contributions of our safety professionals in protecting lives and property.

Greg Bozzo

Greg Bozzo, Mayor

Attested to by:

Kim Mancera

Kim Mancera, City Clerk

City of Gilroy
City Council
Draft Minutes
Monday, April 20, 2026 | 6:00 PM

1. OPENING

1. Call to Order

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

2. Roll Call

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

3. City Clerk's Report on Posting the Agenda

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

4. Pledge of Allegiance

Council Member Marques led the Pledge of Allegiance.

5. Invocation

None.

6. Orders of the Day

None.

7. Employee Introductions

None.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Proclamation for Earth Day and Arbor Day

Mayor Bozzo presented the Earth Day & Arbor Day Proclamation to Gilroy's Deputy Public Works Director Matt Jones, Gilroy's Parks Supervisor John Sousa and Parks & Recreation Commissioner Greg Felios.

3. COUNCIL CORRESPONDENCE (Informational Only)

None.

4. PRESENTATIONS TO THE COUNCIL

1. Sister Cities Annual Presentation

David Peoples with the Gilroy Sister Cities Association provided a presentation.

2. Visit Gilroy Annual Presentation

Frank Johnson with Visit Gilroy provided a presentation.

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 Bozzo opened public comment at 6:37 P.M.

Melissa Santos - Spoke on behalf of Community Solutions to bring awareness to the resources they have available to the community.

Jan Bernstein Chargin — Asked for an extension on the Camp Hope unhoused encampment.

Julie Della Maggiora - Spoke about wanting to partner with Gilroy Sister Cities Association. She also spoke in support of finding more ways to help the unhoused within the community.

With no further speakers, Mayor Bozzo closed public comment.

5. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

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

Council Member Bracco - No report.

Council Member Fugazzi - No report.

Council Member Marques - Reported that she attended the Gilroy Sister Cities board meeting and shared that the board was invited to speak at Christopher High School in hopes of creating interest for the students to join the program.

Council Member Hilton - Reported from the Silicon Valley Clean Energy JPA Board meeting that staff provided an update on the agency's integrated decarbonization roadmap and solicited input from the board. He also reported on the Santa Clara County LAFCO Environmental Justice Workshop Special Meeting and spoke on the city's ongoing efforts to promote pedestrian, biking and traffic safety within the community.

Council Member Ramirez - Reported that she attended the Gilroy Fire Department's Annual New Hire & Promotional Ceremony. She gave praise to the Downtown Business Association for its successful Wine Stroll. It was also reported that Community Solutions' Healing Hearts Gala raised over $115,000 to support their critical services and programs. Lastly, she thanked the City of San Jose for granting her the opportunity to witness their recent efforts in the abatement of one of their largest unhoused encampments.

Council Member Cline - Reported that he attended both the Silicon Valley Clean Energy Authority JPA Board meeting and the VTA Policy Advisory Committee meeting. He gave praise to the Downtown Business Association for its successful Wine Stroll and also shared that he attended the Gilroy Gardening Groups Plant Sale that was hosted by the Miller Red Barn Association. Lastly, he commented on Gilroy Gardens, Christopher Ranch and the Garlic Festival teaming up to host an event on National Garlic Day.

Mayor Bozzo - No report.

6. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:57 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Approve the consent calendar.

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

1. **Approve the minutes of the March 25, 2026 and April 2, 2026 City Council Special Study Sessions, the April 4, 2026 Coffee with the Mayor, and the April 6, 2026 City Council Regular Meeting**

2. **Approve a School Resource Officer Memorandum of Understanding for Fiscal Year 2026-2027**

3. **Approve the Second Amendment for HydroScience Design Services Contract for Water Utility Improvements to increase by $175,395, for a New Total Not-to-exceed Amount of $1,112,985**

4. **Resolution of Intention to Renew the Gilroy Tourism Business Improvement District (GTBID)**

5. **Approval of a Purchasing Contract With RDO Equipment Co. of Hayward in the Amount of $104,967 for the Purchase of a Vermeer BC1500 Wood Chipper Under a Cooperative Purchasing Agreement with Sourcewell, Contract# 010925-VRM**

6. **Approval of the Gilroy Tourism Business Improvement District (GTBID) Annual Reports as Submitted by Visit Gilroy/Gilroy Welcome Center for the Period of January 1, 2022 Through December 31, 2025**

7. **Approve the Second Amendment to the Agreement with Dewberry Engineers Inc. to Add $187,766.15 for the Design of the Lions Creek Trail and Santa Teresa Blvd/Day Rd East Bicycle and Pedestrian Improvements and Adopt a Budget Amendment Resolution for CIP Project No. 800270**

8. **Approval of a Purchasing Contract With Papé Machinery of Gilroy in the Amount of $352,595 for the Purchase of a John Deere 320 P-Tier Backhoe Loader, a John Deere 60 P-Tier Compact Excavator, and a TKT24LP Tilt Trailer Under a Cooperative Purchasing Agreement with Sourcewell, Contract# 011723-JDC and 092922-TKI**

9. **Consent the City Administrator's Recommendation to Appoint Cindy Murphy to the Department Head Position of Finance Director**

10. Claim of Farmers Insurance Exchange a/s/o Armando Flores (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

7. BIDS AND PROPOSALS

1. Award a Two-Year Contract to Hello Housing to Administer the City's Below Market Rate Housing Program with Three, One-Year Extension Options in a Total Amount Not to Exceed $973,689 and Adopt a Resolution Amending the Budget in the Housing Trust and Los Arroyos Funds

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

Mayor Bozzo opened public comment at 7:04 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Award a contract to Hello Housing to administer the Below Market Rate (BMR) Housing Program from July 1, 2026, to June 30, 2028, with three, one-year extension options, and authorize the City Administrator to execute the contract and associated documents and adopt the resolution amending the Fiscal Year 2026-27 budget to increase appropriations in the Housing Trust Fund by $6,240 and the Los Arroyos Fund by $5,760 for the Fiscal Year 2027 services of this contract.

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

2. Award a contract to 17 Mile Construction in the amount of $198,900 for tenant improvements at 641 Old Gilroy St (Jessup Property); Approve a project contingency of $19,100, and Approve a total project expenditure of $218,000

Interim Utilities Director Karl Bjarke provided a report and presentation.

Mayor Bozzo opened public comment at 7:13 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Award a Public Works contract in the amount of $198,900 to 17 Mile Construction for the tenant improvement project at 641 Old Gilroy St. and approve a project contingency of $19,100 for a total project authorization of $218,000 as well as

authorize the City Administrator to execute the contract documents and approve any future change orders within the project contingency.

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

8. PUBLIC HEARINGS

1. Public Hearing to Establish a List of Properties Subject to the Weed Abatement Program and Adoption of a Resolution Authorizing the Fire Chief to Abate the Nuisance Arising Out of Weeds Growing and Refuse Accumulating Upon Property in the City of Gilroy Pursuant to Section 12.51 of the Gilroy Code

Fire Marshal Jonathan Crick provided a report.

Mayor Bozzo opened the public hearing at 7:17 P.M.

With no speakers, Mayor Bozzo closed the public hearing.

Motion
Adopt a Resolution of the City Council of the City of Gilroy authorizing the Fire Chief to abate the nuisance arising out of weeds growing and refuse accumulating upon property in the City of Gilroy, pursuant to Section 12.51 of the Gilroy City Code.

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

2. Amend Chapter 15, Section 15.11 of the Gilroy City Code by Adding Reference to California Vehicle Code Section 22358 et seq. Allowing the City Council to Reduce Prima Facie Speed Limits in School Zones from 25 mph to 15 mph or 20 mph per Assembly Bill 382

Public Works Director John Doughty provided a report.

Mayor Bozzo opened the public hearing at 7:24 P.M.

With no speakers, Mayor Bozzo closed the public hearing.

Motion
Introduce and waive the first reading of the Ordinance amending Chapter 15, Section 15.11 of the Gilroy City Code adding reference to California Vehicle Code Section 22358 et seq. allowing the City Council to reduce prima facie speed limits in school zones from 25 mph to 15 mph or 20 mph per Assembly Bill 382.

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

Motion
Direct staff to place the Ordinance for adoption at the May 18, 2026 meeting and adopt a resolution approving a budget amendment adding $150,000 from Fund 220 (Vehicle Registration Fee) to Capital Project Number 801120 (Citywide Safety Improvements).

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

9. UNFINISHED BUSINESS

1. Receive an Update on Emergency Medical Dispatch (EMD) Services Cost Escalation and Service Delivery Evaluation, and Approval of a Two-year Agreement with the Santa Clara County Communications Department for EMD services, in the Amount of $170,256 for Fiscal Year 2026-27 (FY27) and $329,803 in FY28

Fire Chief Rob Fleeup provided a report and presentation.

Mayor Bozzo opened public comment at 7:45 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Approve a two-year agreement with Santa Clara County Communications Department for Emergency Medical Dispatch services, in the amount of $170,256 in FY 27 and $329,803 in FY 28, and authorize the City Administrator to execute the contract and associated documents.

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

10. INTRODUCTION OF NEW BUSINESS

1. Approve the Establishment of a City Council Homelessness Ad Hoc Subcommittee and Appoint up to Three City Councilmembers to Serve on the Subcommittee, and Provide Direction on the Homebase Proposal and Option

City Administrator Matt Morley provided a report.

Mayor Bozzo opened public comment at 7:54 P.M.

Ron Kirkish - Spoke opposing the Ad Hoc Subcommittee.

Joanne Fierro - Advocated for the unhoused and urged the community to assist where they can to help the homeless community.

Ann Marie McCauley - Spoke in favor of the Ad Hoc Subcommittee.

Jan Bernstein Chargin - Shared that she believes the Ad Hoc Subcommittee is a good idea and worth pursuing.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Approve the establishment of a City Council Homelessness Ad Hoc Subcommittee and appoint Council Member Bracco, Council Member Ramirez and Mayor Bozzo to serve on the Subcommittee and proceed with the Homebase proposal and option of facilitation of six (6) meetings with four (4) virtual and two (2) in-person meetings that will occur at times to be determined later by the three Council Members in consideration with staff.

RESULT:	**Passed**
MOVER:	Council Member Tom Cline
SECONDER:	Council Member Dion Bracco

DRAFT

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

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

1. Request to Consider Amending City Zoning Code Section 30.41.31 regarding Performance Standards for Commercial and Industrial Noise Impacting Residentially Zoned Properties (FAIR Memo - Hilton)

Council Member Hilton provided a report.

Mayor Bozzo opened public comment at 8:23 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Council consideration of a future agenda item directing staff to amend Zoning Code Section 30.14.31 (Specific provisions – Noise).

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

12. CITY ADMINISTRATOR'S REPORTS

City Administrator Matt Morley commented on the Wine Stroll and the plant sale at the Miller Red Barn that took place over the weekend.

13. CITY ATTORNEY'S REPORTS

No report.

14. CLOSED SESSION

1. Public Employee Appointment/Employment Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)
Name/Title: Police Chief

City Attorney Andy Faber announced the closed session item.

City Attorney Andy Faber opened public comment at 8:25 P.M.

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

Motion
Remain in closed session.

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

The meeting adjourned to closed session at 8:25 P.M.

15. ADJOURN TO OPEN SESSION

City Attorney Andy Faber announced that there was no reportable action from the closed session.

16. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 8:40 P.M.

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

Kim Mancera
City Clerk

DRAFT

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Approval of Gilroy Gardens Proposed Capital Improvement Plan to Develop the Hecker Pass Outdoor Events Center**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Administration
Submitted by:	Harjot Sangha, Assistant City Administrator
Prepared by:	Harjot Sangha, Assistant City Administrator

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Council consent to the approval of Gilroy Gardens' proposed capital improvement plan to develop the Hecker Pass Outdoor Events Center.

EXECUTIVE SUMMARY

Gilroy Gardens has submitted a proposal outlining a two-phase capital improvement plan to develop the “Hecker Pass Outdoor Events Center” over the next two years, along with key deferred maintenance projects that exceed $100,000 and require prior approval from the City, as the landlord. All costs are to be borne by Gilroy Gardens.

BACKGROUND

Under the terms of the existing lease agreement, capital improvement projects exceeding $100,000 require prior approval from the City, as landlord. Accordingly, Gilroy Gardens has submitted a two-phase capital improvement plan to the City for approval, investing $150,000 in deferred maintenance and $750,000 in capital improvements to develop the Hecker Pass Outdoor Events Center. No City financial contribution is required.

ANALYSIS

Gilroy Gardens has submitted a proposal that outlines a phased capital improvement plan to develop the “Hecker Pass Outdoor Events Center” as a revenue-generating, multi-use venue that enhances the value and utilization of existing park assets. The proposal includes Phase 1 improvements totaling approximately $500,000 in Calendar Year 2026 and Phase 2 improvements totaling approximately $250,000 in Calendar Year 2027, along with approximately $150,000 in deferred maintenance improvements focused on compliance, safety, accessibility, and operational efficiency.

Under the terms of the existing lease agreement, capital improvement projects exceeding $100,000 require prior approval from the City, as landlord. Accordingly, Gilroy Gardens is seeking City Council approval for both Phase 1 and Phase 2 improvements around the picnic grove area at this time to ensure compliance with the lease provisions and to allow for a coordinated, long-term implementation of the project.

Phase 1 is designed to establish the core functionality of the event venue and expand revenue-generating opportunities through the addition of key amenities, including “The Yard,” a multi-functional activity space; the “Pavilion Stage,” a semi-permanent performance and presentation venue; and the “Ember Patio,” a flexible social gathering space anchored by a Conex-based beverage bar. Additional elements include upgrades to the Arbor Pavilion beverage bar, development of a merchandise retail space, and a comprehensive branding and wayfinding signage package to enhance visibility and guest experience.

Phase 2 will build upon the initial investment by expanding capacity and amenities to accommodate larger and more diverse events. Improvements include the addition of the “Canopy Patio” and “Garden Patio” gathering spaces, as well as the “Grove Stage,” which introduces a larger-scale outdoor venue for festivals, concert events, graduations, and supporting infrastructure.

The proposal anticipates a phased growth model with increasing event bookings over time and an estimated three-year return on investment based on conservative projections of non-admission event revenue by Gilroy Gardens staff. Overall, the project represents a strategic effort to activate underutilized areas within Gilroy Gardens, enhance the visitor experience, and generate incremental revenue, while leveraging existing operational resources and supporting the facility's long-term sustainability.

A detailed presentation of the proposal is attached to this staff report, which includes the marketing strategy to promote the Event Center. Gilroy Gardens' staff, as part of the annual presentation item under Presentations to the Council, will also provide an overview of this proposal and be available to answer any questions the Council may have. Gilroy Gardens' board has tentatively approved the project, pending City Council

approval.

ALTERNATIVES

Council could elect not to approve the deferred maintenance or either phase of the proposed improvement plan. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

All costs related to the proposed plan will be borne by Gilroy Gardens.

PUBLIC OUTREACH

NEXT STEPS

Pending Council approval, staff will formally notify Gilroy Gardens in writing of the approval so that they can proceed with the plan.

Attachments:

1. HeckerPassFullPresentation

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Where open skies, natural beauty, and unforgettable events come together

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The proposed Hecker Pass Events Center represents a strategic expansion opportunity for Gilroy Gardens to maximize the value of the property with the following desired outcomes:

- Diversify revenue streams
- Expand market reach
- Strengthen community partnerships
- Reduce startup risk through phased growth
- Leverage existing operational manpower & expertise

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Multi-Segmented Approach

We have established a multi-segmented approach that includes:

A deferred maintenance expense
Approved Budgeted $150,000 | Calendar Year 2026

A deferred maintenance cost avoidance partnership with GGFA
Estimated ($55,000) | Calendar Year 2026

Initial capital improvement elements
Budgeted $500,000 | Calendar Year 2026

Supplemental capital improvement elements
Budgeted $250,000 | Calendar Year 2027

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Deferred Maintenance

Management has identified key areas in need of improvement regardless of any capital improvement to address the following elements:

- Compliance & Safety
- Guest Experience
- Cost Avoidance
- Operational Efficiencies
- Marketability

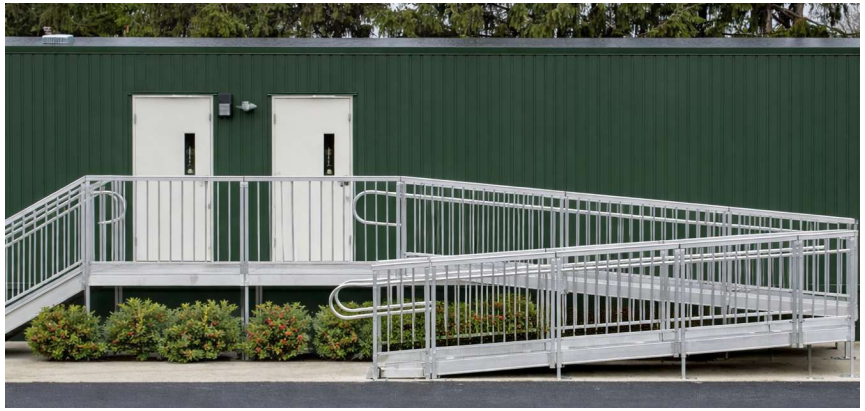


Restroom Rehabilitation

Deferred Maintenance Segment

- Fix exterior siding defects and paint
- Install accessibility ramp to make building compliant
- Adjust exterior landscaping for ramp installation and accessible pathway in a way that reduces ongoing garden maintenance but perserves nature look
- Remove and replace worn flooring
- Rework bathroom fixtures to meet accessiblity standards
- Replace damaged and/or inefficent bathroom fixtures
- Install additional lighting to ensure new ramp and pathways are well-lit for evening operations





Main Event Pad Rehabilitation

Deferred Maintenance Segment

- Remove damaged roof structures
- Replace missing shade pole(s)
- Replace missing shade cloth, expanding usable covered footprint
- Remove old signage, speakers, flower pots and other unused infastructure
- Repaint poles, lattice and cement pots
- Repair and update service building surround
- Replace/update signage
- Repair and paint picnic benches





Perimeter Fence Repair

Deferred Maintenance Segment



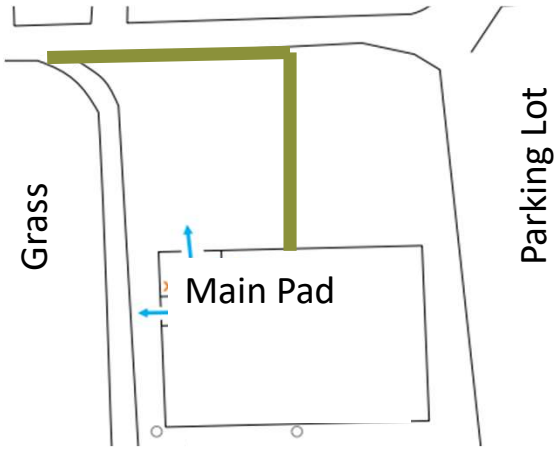


- Remove damaged chain-link fence
- Remove trees, shrubs and abandoned infrastructure along fence line
- Reinstall new chain-link fence, increasing the height
- Add privacy cloth or slats facing parking lot
  - Improves overall look and guest impression
- Replace missing or damaged service gates
  - Allows venue to be fully secured
  - Prevents guests from entering “backstage” areas

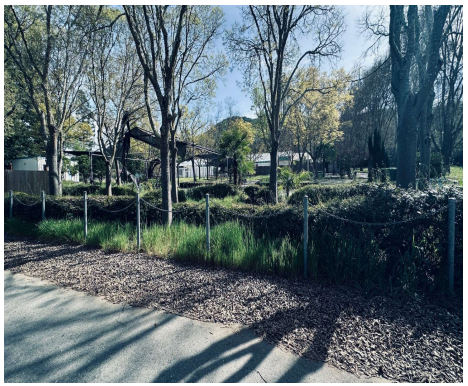
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Wood Fence Extension

Deferred Maintenance Segment





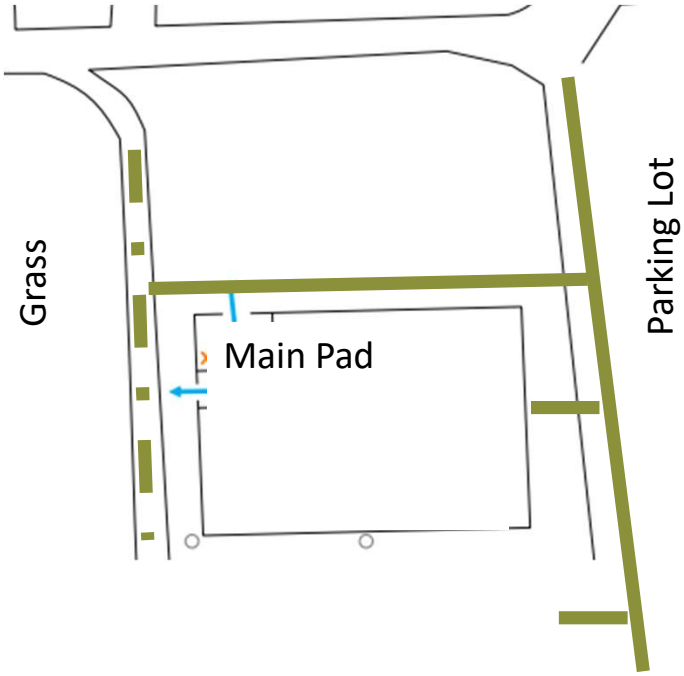


- Extend existing wood fence
  - Previous installed by GGFA in 2025
- Add new fenceline perpendicular back towards main event pad
  - Prevents guests from entering “backstage” areas
- Complete fenceline along back service road/water tower entrance
  - Prevents guests from entering “backstage” areas

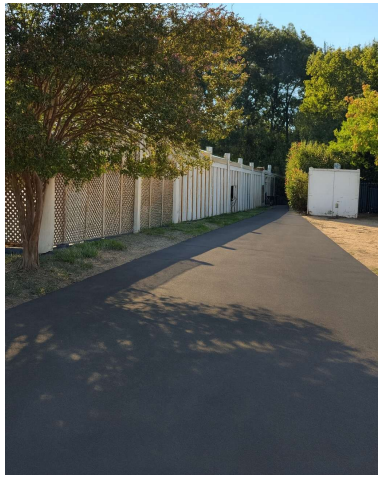
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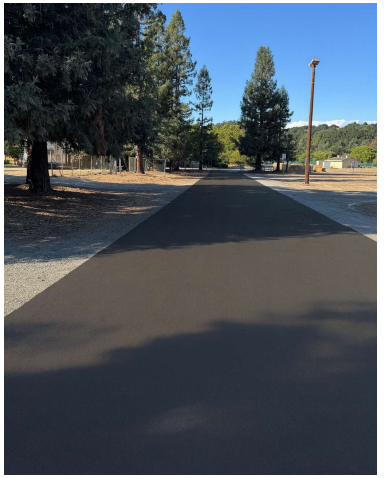
Road Pavement

Deferred Maintenance Segment









- Resurface walkways removing root bumps and potholes
  - Reduces walking hazards for guests
- Pave main entry and exit pathway along parking lot
  - Improves value preception and reduces mud and dust control issues
- Pave interior service cooridor & entry points
  - Improves operation and reduces mud and dust control issues

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Storage Building Removal

Deferred Maintenance Segment

- Remove outdated, unused and less than optimally safe storage building
- Remove paver patio
- Pavers to be saved for future use
- Replace with grass extending the grove



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Reseed Grass

Deferred Maintenance Segment

- On hold pending irrigation project plan



Deferred Maintenance

Estimated Cost Breakdown

Item:	Classification	Est. Cost	GGFA
Restroom Rehabilitation	**GOV**, CST, REV, EXP	$50,000	$0
Main Event Pad Rehabilitation	**EXP**, REV	$32,000	$0
Perimeter Fence Replacement	**EXP**, SPC, REV	$30,000	($15,000)
Wood Privacy Fence Extended	**EXP**, STY, CST, REV	$10,000	($5,000)
Service Road Pavement	**STY**, EXP, CST, REV	$66,000	($35,000)
Storage Building Removal	**EXP**, SPC, REV	$1,000	$0
Reseed Lawn	**SPC**, EXP	$16,000	$0
Subtotal		**$205,000**	**($55,000)**
Net Total		**$150,000**	

GOV: Federal, State & Local Required
STY: Safety
SPC: Safety Perception

CST: Cost Avoidance
REV: Revenue Generating
EXP: Guest Experience

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A beautiful outdoor destination designed for gathering, celebrating and creating unforgettable moments

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We have established two phases for capital investment

Initial capital improvement elements (Phase 1)

- Requested $500,000 | CY 2026
- Improvement Focuses:
  - Enhancing the offering
  - Adding revenue opportunities
  - Reducing landscape maintenance

Supplemental capital improvement elements (Phase 2)

- Requested $250,000 | CY 2027
- Potential GGFA cost offset not included
- Improvement Focuses:
  - Expanding capacity
  - Introducing large format stage
  - Addressing client feedback

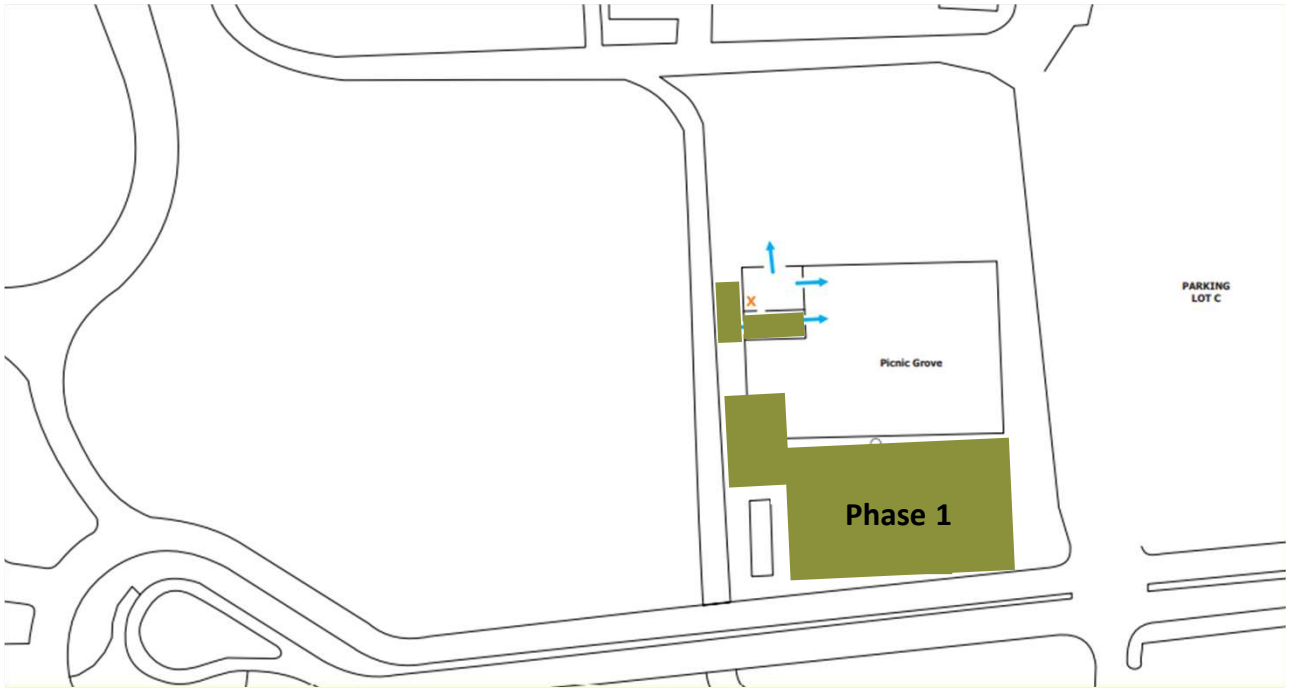


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Phase 1 Capital Improvement

Capital Improvement

Phase 1 Site Plan



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“The Yard” Multi-functional Activity Area

Phase 1 Capital Improvement

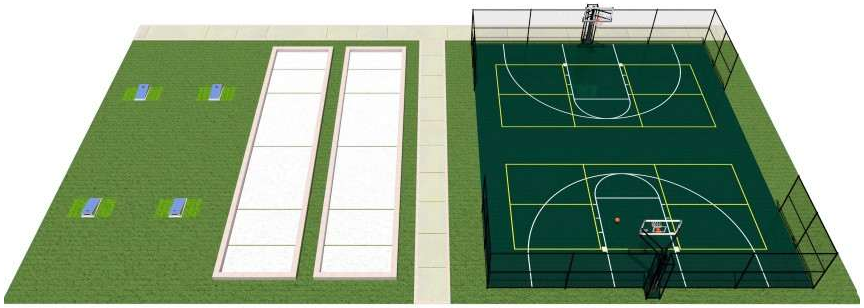




- “The Yard” transforms an unutilized eyesore portion of the land into a dynamic, multi-functional activity area designed to bring energy, engagement and interactive engagement to any event
- The flexible space provides guests with a variety of recreational options, making it an ideal gathering place for team-building activities, social interaction and casual competition
- Intentionally designed as a highly flexible space that allows us to say “yes” to a wide variety of client requests for outdoor recreation and interative experiences
- Designed to be low maintenance
  - Artificial grass keeps garden look
  - Sports surface on top of concrete pad
  - Concrete pathways
- Includes Conex to hide back of restroom with “The Yard” signage used to store all equipment

“The Yard” Multi-functional Activity Area

Phase 1 Capital Improvement



COURT BUILDERS
NORTHERN CALIFORNIA
SPORTS CONSTRUCTION SPECIALISTS

Features Include:

- Games Court
  - 2x Pickle Ball Courts
  - Basketball
  - Volleyball & Badminton
- 2x Boccie Ball Courts
  - Double as bag toss or horseshoes
- Open Activity Lawn for
  - Soccer
  - Large-scale Checkers
  - Ping Pong Tables
  - Bag Toss
  - Tether Ball
  - Horseshoes

“Pavilion Stage”

Phase 1 Capital Improvement





- Positioned in proximity to “Arbor Pavilion” and “The Yard”
- Remove sections of wall and lattice to reduce footprint
- Cover remaining wall and lattice with climbing plans and/or Dibond equivalent signage to create a backstage area
- Repurpose metal stage from boneyard adding new decking and skirting to create a semi-permanent elevated stage
  - Ability to remove or relocate, creating flexibility
- Use for live entertainment, trade show presentations, company awards presentations, etc.
- Backdrop truss system with generic backdrop
  - Ability to customize for clients for an additional fee
- Sound system
  - Invest in small scale microphone and speaker system
  - Ability to upsell for stronger system and/or lighting

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“The Ember Patio”

Phase 1 Capital Improvement





- “Ember Patio” is a welcoming outdoor social space centered around a stylish beverage bar housed within a trendy repurposed Conex container
- Designed as a flexible gathering place and dynamic social hub, the patio offers a relaxed vibrant environment where guests can connect, unwind and enjoy the atmosphere
- The space features outdoor Adirondack chairs and can be configured for conversational tables or transformed into a cozy firepit lounge environment
- Located along the main pathway between restroom ideally positioned near the future “The Yard” activity area, “Pavilion Stage” and “Arbor Pavilion”

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“The Ember Patio”

Phase 1 Capital Improvement





Features include:

- Conex Bar
  - Allows for bar to be repurposed/moved as needed
  - Located near water and waste service
- Dual function table and fire pits offers border appeal
  - Firepit setup is ideal for Camp Night and evening events
  - Pits covered with wood top to convert to standard tables
- Drop-in fence perimeter
  - Allows for open concept or the ability to fence in to create a separated “beer/wine garden”
- Reduces landscape maintenance
  - Replaces two garden spaces
  - Maintains tree and perimeter plantings
  - Potted plants added as needed to maintain nature

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Arbor Pavilion Beverage Bar Upgrade

Phase 1 Capital Improvement





- Replace current beverage counter with new trendy Conex bar
  - Increases the overall look of the space
  - Ability to move/relocate the bar as needed
  - Ability to hide unsightly ice machine, freezers and other service items
- Allows building to be locked and secured
  - Reduces staffing hours for setup
  - Increases equipment longevity
  - Potential to add additional equipment (ICEE, etc.) or products
- Helps to further create an “enclosed” building for health department permitting

Arbor Pavillion Merchandise Store

Phase 1 Capital Improvement





- Use a Conex to create a merchandise store located to the left of the main beverage bar and service building
  - Ideal for festivals, concerts, tradeshows
  - Gilroy Gardens Camp Nights, Easter, etc. event use
  - Upsell opportunity for corporate events
- Door opens to create merchandising display to the left and right in addition to interior space
  - Back of Conex blocked to allow storage of backstock
  - Additional rolling carts can be easily stored inside
  - Additional grids possible on main midway
- Ease of setup increases number of retail pop-ups done each year and lowers staffing hours

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Branding & Signage Package

Phase 1 Capital Improvement



Includes:

- Website Development Costs
- Logo Development & Trademarking
- Still, Video and Drone Photography
- Entry Marquee Signage
  - Arbor Pavilion Entry Signage
  - Water Tower Entry Signage
- Interior ID Signage
  - “The Yard”
  - “The Ember Patio”
  - “Beverages” & “Store”
  - “Pavilion Signage”
- Wayfinding Signage
  - 152 Hwy to Lot C

Branding & Signage Package

Phase 1 Capital Improvement



#1 Main Entry Swoosh



#2 Pole Directional



#3 Guard Gate



#4 Parking Lot C Entry Gate

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Phase 1 Capital Improvement

Estimated Cost Breakdown & ROI

Item:	Est. Cost
"The Yard"	$300,000
"Pavillion Stage"	$10,000
"The Ember Patio"	$70,000
Beverage Bar	$55,000
Merchandise Building	$40,000
Branding & Signage	$25,000
Net Total	**$500,000**

Return on Investment

The established industry ranges for a new venue or midsize attraction is between 2 and 5 years. Using conservative estimates derived from non-admission event revenues achieved by Gilroy Gardens over the past two calendar years, and allowing for phased growth in bookings, management believes the Hecker Pass Outdoor Events Center will achieve a 3-year return.

2027:	25 Event Bookings
2028:	40 Event Bookings
2029:	60 Event Bookings

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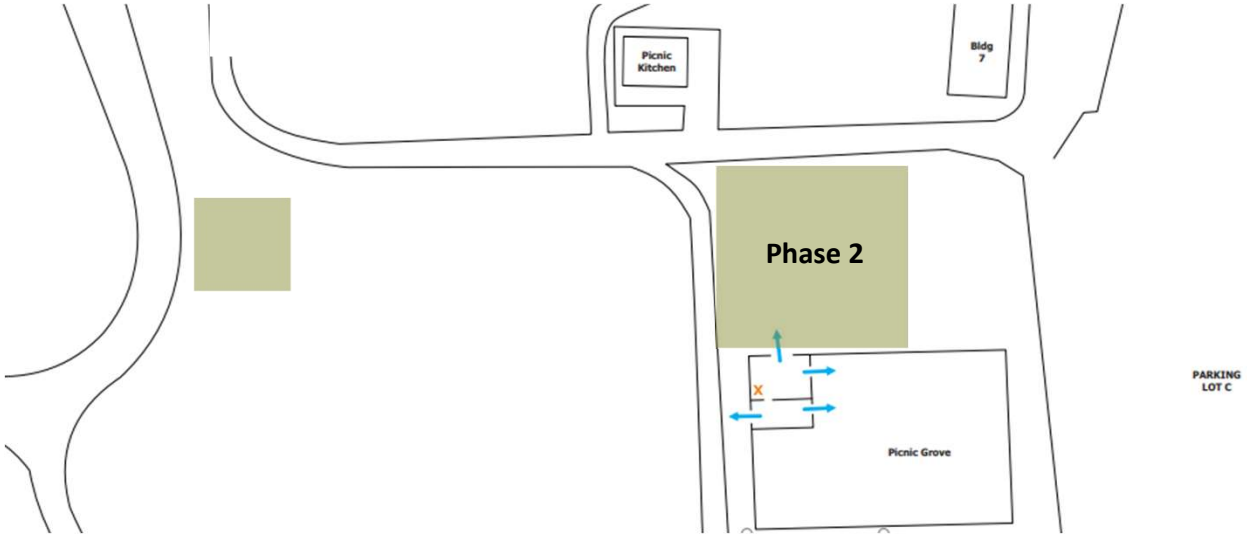
Phase 2 Capital Improvement



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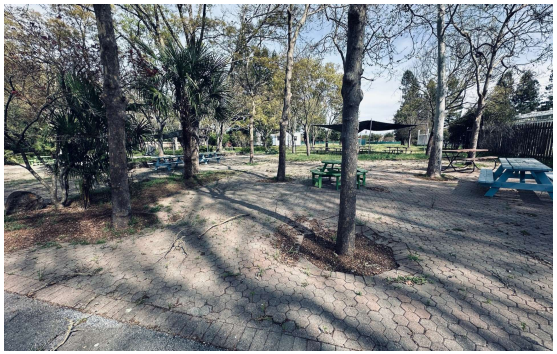
Capital Improvement

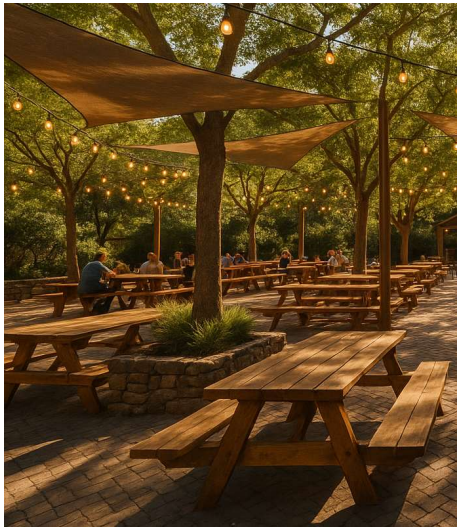
Phase 2 Site Plan



“The Canopy Patio”

Phase 2 Capital Improvement





- Create “The Canopy Patio” a charming cobblestone gathering space beneath a natural canopy of mature trees
- Creates additional capacity, including seating
  - Ideal for cocktail reception and welcome mixers
- Includes:
  - Removal and relaying of cobblestones
  - Expanding area with additional trees and cobblestones
  - Addition of string lighting to allow for evening usage

“The Garden Patio”

Phase 2 Capital Improvement





- Create “The Garden Patio” a spacious shaded patio surrounded by greenery is ideal for picnic style dining for smaller groups or as a companion location to “The Canopy Patio”
- Add a Conex beverage bar to this area to be able to service this patio in addition to “The Canopy Patio”
- Includes:
  - Removal of cobblestone sections and fill with concrete
  - Removal of old water fountain, topiary and unwanted trees
  - Replant divider planters with low maintenance plants
  - Replace old train track area with artificial turf

“The Grove Stage”

Phase 2 Capital Improvement





- Create “The Grove Stage”—an open-air stage set amongst a picturesque grove of trees making it an ideal entertainment location with ample casual grass seating
- Add additional infrastructure for festivals, concert events, outdoor movie presentations, graduations, etc.
- Includes
  - Stage and cover
  - Backroom storage and green room
  - Power & data infrastructure

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Phase 2 Capital Improvement

Estimated Cost Breakdown & ROI

Item:	Est. Cost
“The Canopy Patio”	$15,000
“The Garden Patio”	$150,000
“The Grove Stage”	$60,000
Misc. Client Feedback Items	$25,000
Net Total	**$250,000**

Return on Investment

Using similar calculations as Phase 1 Capital Improvement ROI on a 3-year payback for the Phase 2 expansion of capacity, additional bookings per year would be:

2028:	+20 Event Bookings
2029:	+20 Event Bookings
2030:	+20 Event Bookings



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Marketing Strategy Overview

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Leveraging existing resources, proven marketing channels and targeted outreach to establish the venue as a premier outdoor event destination in the region. The approach prioritizes efficiency, brand alignment and scalable growth.

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Leveraging Marketing & Agency Resources

Marketing Strategy Overview

- Launch Marketing lead by Trevor, supported by Gilroy Gardens marketing support team primary for digital brand management
  - Establishing digital footprint on Google
  - Electronic Direct Mail efforts
  - Establishment and ongoing management of social media footprint
    - LinkedIn: Targeting corporate planners, business group and professional organizations
    - Facebook: Community engagement and event promotion
    - Instagram: Visual storytelling showcasing the venue, events and setting
    - YouTube: Venue tours and event highlights
- Expand relationship with Articulate Solutions
  - Maintaining brand continuity and shared messaging and content resources
  - Leverage existing marketing spend to maximize buying power for both entities
  - Ensuring media placement does not compete with Gilroy Gardens marketing campaign

Dedicated Sales Representative

Marketing Strategy Overview

- Begin as a contract position
  - Allows flexibility to ensure performance and delivery of financial objectives
  - Can migrate to full time status when confident in delivery and sales warrants the expense
- Eliminates “distraction factor” of current Gilroy Gardens sales team ensuring that we meet Gilroy Gardens Group Sales goals.

Role would:

- Manage incoming venue inquires
- Conduct venue tours and client meetings
- Develop relationships with event planners and corporate clients
- Drive bookings and revenue maximization
- Day-of executions to ensure client satisfaction and rebooking
- Partner with Gilroy Gardens Group Sales to work non-competitively

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Grand Opening Event

Marketing Strategy Overview

In 2027, introduce the venue to the market by creating an **Open House & Expo Showcase** style Grand Opening Celebration designed to generate buzz and industry awareness.

Event to include:

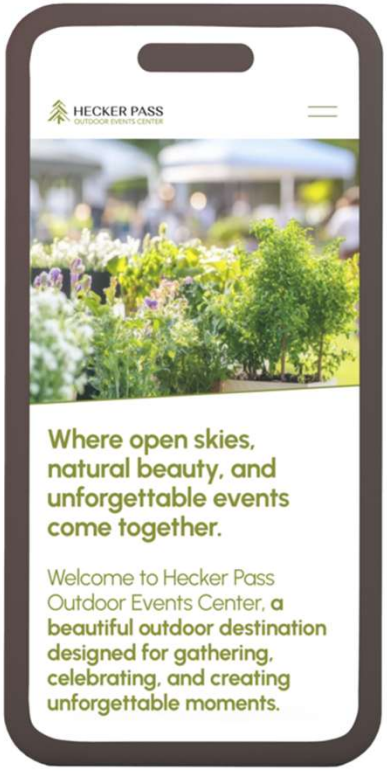
- Chamber of Commerce ceremonial ribbon cutting & dignitary welcome
- Guided venue tours
- Catering sampling
- Partner expo
- Staged setups showing versatility of spaces
- Event specials to drive bookings

Digital Focus Advertising

Marketing Strategy Overview

Our primary marketing and advertising approach will be digitally led allowing for easy tracking and react to ROAS and CAC performance matrix nimbly. Key advertising tactics to include:

- **Industry Event Listing Platforms** proven ROI sites to include:
  - Eventective
  - Unique Venues
  - Cvent
- **Google Search** targeting event related keywords
- **Targeted Digital Display** to reach planners researching venues
- **LinkedIn** aimed at corporate decision makers and meeting planners
- **Competitor Retargeting** to capitalize on other established venues for traffic
- **Launch Dedicated Website** www.heckerpassevents.com



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Industry Marketing & Professional Outreach

Marketing Strategy Overview

To increase visibility within the professional event planning community, we will explore participating in industry specific marketing channels. When possible “partnering” with Gilroy Gardens in shared space to maximize investment and awareness of both brands.

Including:

- **Annual event planner print publications**
- **Event planner expos & trade shows**

HECKER PASS
OUTDOOR EVENTS CENTER

Targeted Direct Mail

Marketing Strategy Overview

During inaugural year to increase brand awareness, utilize targeted direct mail campaigns.

Focusing on two key audiences:

- **Event Planners**
  - Designed to reach regional corporate planners and event professionals
  - Highlighting venue features and event flexibility
- **Gilroy Local Businesses**
  - Highlighting venue features and event flexibility
  - Include a “Locals” discount rate/offer to drive usage in home market

HECKER PASS
OUTDOOR EVENTS CENTER

For Your Consideration

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Consent to the Appointment of Brandon Sanchez as Police Chief**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Human Resources/Risk Management
Submitted by:	Matt Morley, City Administrator
Prepared by:	LeeAnn McPhillips, Interim Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Consent to the City Administrator's recommendation to appoint Brandon Sanchez to the department head position of Police Chief.

EXECUTIVE SUMMARY

The recruitment process for the position of Police Chief recently concluded. After a thorough process and vetting of candidates, the City Administrator is recommending the Council consent the appointment of Brandon Sanchez to the position of Police Chief. If approved, Mr. Sanchez will begin work on June 1, 2026.

BACKGROUND

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

Utilizing the assistance of an executive search firm, the City recently completed a full recruitment process for the position of Police Chief. A thorough vetting process was

completed and included the following steps:

- Application screening
- Supplemental questions
- Interview with search firm
- Panel interviews with three panels:
    - Subject Matter Expert Panel (three City Managers and three Police Chiefs)
    - Community Panel (cross section of seven community members)
    - Senior Executive Team Panel
- City Administrator Interviews and candidate assessments
- Detailed POST-compliant background process (personal history questionnaire, employment history check, review of prior agency personnel file, reference checks with 30 individuals to include secondary and tertiary referrals, polygraph, education check, criminal and court records check, driving record check, neighborhood check, credit check, and social media check)
- Following the conditional offer:
    - Peace Officers Standards & Training (POST) Medical Evaluation
    - Peace Officers Standards & Training (POST) Psychological Evaluation
    - The two above evaluations are underway with results pending

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

Mr. Sanchez has over twenty-seven years of sworn law enforcement experience from the City of San Jose Police Department. He has served in the position of Deputy Chief since October 2024 and is assigned to Field Operations. In this role, Mr. Sanchez is responsible for 740 personnel (officers and professional staff). He moved up to this role after serving as an Officer, Sergeant, Lieutenant, Commander, Captain, and Acting Deputy Chief.

Mr. Sanchez earned a Bachelor of Science degree in Criminal Justice from California Coast University and earned a Master of Science degree in Law Enforcement/Public Safety Leadership from University of San Diego. He has completed POST Management School and has earned a POST Executive Development Certificate. He is a graduate of the Federal Bureau of Investigation, Law Enforcement Executive Development Association's Supervisor, Command, and Executive Leadership Institutes. He has also completed the Senior Management Institute for Police delivered by the Police Executive Research Forum (PERF) and the University of Chicago Crime Lab's Policing Leadership Academy.

Mr. Sanchez is a resident of Gilroy and is actively involved in the community through the

Gilroy Rotary and Gilroy Chamber of Commerce. He is excited to serve his home community as well as lead and support the men and women of the Gilroy Police Department.

ANALYSIS

N/A

ALTERNATIVES

No other alternative is recommended. The Interim Police Chief needs to conclude his assignment due to the work hours limitations mandated by CalPERS. There is not an alternate candidate being recommended for appointment.

FISCAL IMPACT/FUNDING SOURCE

The salary and benefits for this position have been included in the FY 26 and FY 27 operating budgets previously approved by Council. Salary placement shall be within the approved Police Chief classification annual salary range of $204,675 — $281,132.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this Council meeting. In addition, a panel of community members assisted with the interview process and provided feedback on the candidates under consideration.

NEXT STEPS

Upon consent of the City Council and issuance of a final offer letter, Brandon Sanchez is scheduled to begin employment effective June 1, 2026.

Attachments:

None

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Award Three, Three-Year On-Call Contracts for Encampment Cleanup Program Services with Two, One-Year Extension Options with an Amount Not-To-Exceed $750,000 each to San Jose Conservation Corps, Landscape Maintenance America dba California Highway Adoption Company, and FS Global Solutions**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Public Works
Submitted by:	John Doughty, Public Works Director
Prepared by:	Matt Jones, Deputy Public Works Director, Bryan Rodriguez, Management Analyst Trainee

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Authorize the City to enter into Agreements in an amount not to exceed $750,000 each with San Jose Conservation Corps, Landscape Maintenance America dba California Highway Adoption Company, and FS Global for a Three-Year On-Call Encampment Cleanup Program Services with two one-year extension options;
2. Authorize the City Administrator to execute the Agreements; and
3. Adopt a resolution amending the FY 2026–2027 adopted budgets appropriating $50,000 from the General Fund (100) in FY 2026, and $100,000 in FY 2027 for this work.

EXECUTIVE SUMMARY

This action will provide for establishing multi-year contracts for abatement of unhoused

encampments and appropriate funds of $150,000 from the General Fund across Fiscal Year (FY) 2026 and FY 2027 to provide these services.

BACKGROUND

The City has one of the largest concentrations of unhoused individuals in Santa Clara County. Ideally the Police Department's Quality of Life team and other service providers will connect these individuals with the services to get them off the street. In spite of these efforts, often these individuals encamp in locations where they are not permitted and the City must act to remove the encampment. To do this, the City has utilized a combination of public works maintenance staff and private contractors to assist with encampment clean-ups. Over the last two years, staff has solicited private proposals for each site needing outside assistance. The frequency of this process has proven to be inefficient and can result in delays in cleanup efforts.

In September 2020, the City Council created the Unhoused Ad-Hoc Committee (UAHC) to develop recommendations on addressing the impacts of homelessness. One adopted recommendation was to secure a mobile garbage removal service/program. It was made into a priority by UAHC as one of five initial priorities.

Staff prepared a request for proposals (21-RFP-AD-462) for potential contractors to provide cleanup services for homeless and encampments and illegal dumping. Three bids were received and a one-year with two one-year extension contract was awarded to US Ecology for a not-to-exceed amount of $100,000. The city used American Rescue Plan Act (ARPA) funds for the contract. The contract expired in 2024.

Since 2024, the City has continued to experience encampment-related impacts, including debris accumulation, illegal dumping, and public health and safety concerns in public spaces. Existing City resources are limited in their ability to address these conditions due to competing operational priorities, and the specialized nature of encampment cleanup, which may involve hazardous materials and bio-hazards. This operational challenge was further exacerbated by the final separation of Utilities and Public Works operations staff.

To reestablish and expand this service, staff issued a new Request for Proposals on December 29, 2025, with a submittal deadline of February 6, 2026. Fourteen proposals were received and evaluated by a review committee consisting of Public Works, Community Development, and Police Department Staff.

In March 2026, staff conducted interviews with the three highest-ranked finalists, San José Conservation Corps, Landscape Maintenance America dba California Highway Adoption Company, and FS Global Solutions. Each firm provided a presentation, and staff asked clarifying questions regarding their operations, experience working with

other municipalities, and elements of their proposals.

ANALYSIS

Staff is seeking approval of three on-call contracts for encampment cleanup program services to provide the City with a flexible and efficient approach to addressing homeless encampments and illegal dumping. The use of multiple qualified vendors will allow the City to respond more quickly to service requests, match the appropriate resources to site conditions, and maintain cost control through competitive selection.

The proposed program builds on prior Council direction to address impacts associated with homelessness and expands the City's ability to maintain public health, safety, and environmental conditions in public spaces. Services will be performed on an as-needed basis through individual work orders.

In December 2025, staff prepared a request for proposals (RFP) for potential contracts to provide encampment cleanup program services. The RFP was issued on December 29, 2025, and the deadline for submittals was February 6, 2026.

Fourteen proposals were received, and the review committee consisting of four Public Works, Community Development, and Police Department staff members scored the proposals.

Proposals were evaluated based on the following criteria: team qualifications, relevant experience, ability to mobilize within 72 hours, and cost competitiveness.
Below is a table showing the total scores from the evaluation team for the fourteen vendors, with a maximum total score of 100 being possible:

Proposal	Evaluation Score
San Jose Conservation Corps	88
California Highway Adoption Company	85
FS Global Solution	85
Service Master	84
American Integrated	83
Ground Zero	81
California Environmental Services	70

GrayMar Environmental Services	70
Republic Services	70
Forensiclean	68
M. Rizzo Inc	62
Steri-clean	61
Clean Harborz	52
A1 Solutions	35

Based on the evaluation criteria, San Jose Conservation Corps, California Highway Adoption Company, and FS Global Solutions ranked highest among the fourteen proposals received. These firms demonstrated strong experience with encampment cleanups, competitive pricing, and the ability to perform work without reliance on extensive subcontracting.

Staff is recommending award to multiple vendors to maintain operational flexibility and cost control. Encampment cleanup conditions vary significantly, including access constraints, debris volume, and potential hazardous materials. Utilizing multiple vendors allows the City to assign work based on contractor strengths, availability, and pricing, reducing delays and avoiding reliance on a single provider.

While some minor cleanup activities may be performed by City staff, encampment cleanup often involves specialized handling of waste, including bio-hazards, and requires dedicated equipment and trained personnel. Contracting these services allows City staff to remain focused on core operations while ensuring safe and compliant cleanup of encampments.

ALTERNATIVES

1. Approve three on-call agreements and proposed funding. This provides flexibility, competitive pricing, and a timely response to encampment cleanup needs.
2. Approve three on-call contracts with reduced initial funding to evaluate service demand and costs. This lowers the contract capacity and may limit response capacity and delay cleanups.
3. Do not approve contracts and rely on City staff. This is not recommended due to a misalignment of staff capacity and community expectations.

FISCAL IMPACT/FUNDING SOURCE

The proposed encampment cleanup program will be funded through the City's General Fund (100). Staff recommends an initial appropriation of $50,000 in FY 2025–2026 and $100,000 in FY 2026–2027 to support program implementation. Funds will be allocated to the Public Works Department Street Maintenance account 5520 (1005520-51630).

The recommended contracts establish a not-to-exceed amount of $750,000 per vendor over a potential five-year term; however, expenditures will be issued on an as-needed basis through individual work orders and are not guaranteed. Total annual expenditures are limited to the budgeted amount. Any increase is subject to City Council review and approval.

Actual program costs will vary depending on site conditions, volume of debris, presence of hazardous materials, and required equipment and labor. Utilizing multiple vendors allows the City to select the most cost-effective provider for each cleanup.

The proposed funding levels are intended to support a phased implementation of the program. Staff will monitor service demand, cost per cleanup, and overall program performance, and will return to Council through the annual budget process with any recommended funding adjustments. Budgetary appropriations for subsequent fiscal years will be included and recommended through future budget development processes.

PUBLIC OUTREACH

N/A

NEXT STEPS

Upon approval, staff will proceed with executing the agreements listed as attachments in this staff report for the initial three-year period, with two, one-year extension options. Once the contract is awarded, staff will coordinate immediate and work to anticipate future clean-up activities. The work will be coordinated based on the operational needs of the City.

Attachments:

1. Resolution Amending the Budget for the City of Gilroy for the Fiscal Year 2026 and Fiscal Year 2027
2. Draft Agreement for Services - San Jose Conservation Corps
3. Draft Agreement for Services - Landscape Maintenance of America DBA California Highway Adoption Company
4. Draft Agreement for Services - Foege Schumann Global Disaster Solutions LLC

d.b.a. F. S. Global Solutions

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 (FY26) AND FISCAL YEAR 2026-2027 (FY27) AND APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for FY26 and FY27, and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed budget amendments to the budget for FY26 and FY27 for the City of Gilroy in the staff report dated May 4, 2026, regarding award for on-call services for encampment clean-ups.

NOW, THEREFORE, BE IT RESOLVED that the expenditure appropriations for FY26 shall be increased by $50,000, and expenditure appropriations for FY27 shall be increased by $100,000, within the General Fund (100) for the said purpose.

PASSED AND ADOPTED this 4th day of May 2026 by the following roll call vote:

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

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

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

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

_____
Kim Mancera
City Clerk of the City of Gilroy

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AGREEMENT FOR SERVICES
(For contracts over $5,000 – NON-DESIGN, NON-ENGINEERING TYPE CONTRACTOR)

This AGREEMENT made this 4th day of May, 2026, between:

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

and CONTRACTOR: San Jose Conservation Corp, having a principal place of business at 1560 Berger Drive, San Jose, CA, 95112.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on May 4, 2026 and will continue in effect through June 30, 2029, with an option to extend one year at a time for a period of up to two additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days and not more than sixty (60) days prior to June 30, 2029, unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial
KW
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

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

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B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed $750,000.00.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

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D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and

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employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

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ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

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

CONTRACTOR shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

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D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

The CONTRACTOR shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work,

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and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONTRACTOR agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

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J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:	**CITY:**
San Jose Conservation Corps	CITY OF GILROY
By: DocuSigned by: F0A784F6E7824B9...	By:
Name: Robert Walker	Name: Matt Morley
Title: VP of Social Enterprise	Title: City Administrator
Social Security or Taxpayer Identification Number 770155997	
Approved as to Form	ATTEST:
City Attorney	City Clerk

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EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

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H. NOTICES.

Notices are to be sent as follows:

CITY: Matt Jones
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: Robert Walker
San Jose Conservation Corps
1560 Berger Drive
San Jose, CA 95112

I. FEDERAL FUNDING REQUIREMENTS.

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

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

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EXHIBIT "B"

SCOPE OF SERVICES

Contractor Duties and Responsibilities

A. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and state-approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials and shall be in coordination with Recology.

B. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site, per CAL-OSHA.

C. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.

D. Contractor shall photograph and document the condition of the site prior to work and after work is completed and provide an electronic copy of each photograph to the City.

E. Contractor shall notify the City's designated representative in the event that the site becomes occupied again prior to or during the work, or if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.

F. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials that could pose a health threat.

G. Contractor shall immediately notify the Gilroy Police Department upon discovery of any projectile weapon, including but not limited to firearms, crossbows, or BB guns, as well as any suspected contraband, evidence of criminal activity, or other items deemed suspicious in nature.

H. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

I. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.

J. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall comply with the laws and regulations of the City of Gilroy, the State of California, and OSHA.

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K. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its sub-contractors during the performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

L. Contractor shall perform work in a timely and efficient manner and always conduct themselves in a courteous and business-like fashion.

M. Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

N. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Santa Clara County, and the State of California.

O. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile Virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.

P. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state, and federal laws.

Q. Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site cleared which will include:

a. Date(s) of service.

b. Approximate location (i.e. 6th street bridge, 1234 7th street)

c. Methods used to clear the site.

d. Staffing levels used.

e. Total hours on site.

f. Weight of debris removed.

g. Provide general observations of the site, and the work performed, including a qualitative assessment and approximate quantities of materials removed (e.g., tires, mattresses, debris, hazardous materials).

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h. Notations of any issues encountered in conducting the work, whether internally or externally caused.

i. Before and after pictures

City Responsibilities

The City shall coordinate outreach and site preparation efforts to ensure that cleanup activities are conducted in areas that are clear and ready for service.

The City shall coordinate with the Gilroy Police Department to provide support at sensitive locations, as determined necessary, during cleanup activities.

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EXHIBIT "C"

MILESTONE SCHEDULE

The generation and issuing of work orders under this contract will require the following milestone schedule:

1. The City will notify the Contractor of a potential clean up location.

2. The Contractor is to supply a cost estimate and proposed schedule for the work order within 48 hours.

3. The City will then issue a work order to Contractor within 24 hours after receiving the estimate and schedule, unless there are questions or concerns regarding the estimate or schedule.

4. Contractor will then mobilize within 72 hours after receiving authorization to proceed from the City.

There are no overarching milestones beyond the response timeframes noted above. Each work order will establish its own milestones for the specific work order, as will be discussed in assessing sites and planning the work order(s). All services within this agreement will be conducted on an on-call basis whenever services are requested by the CITY.

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EXHIBIT “D”

PAYMENT SCHEDULE

1. Payments shall be due net 30 days after invoicing from Contractor. Specific payment terms may be established each work order issued.

2. The contract payments will be based on time and materials. Documentation of employee hours, equipment and material costs, and disposal costs shall be provided by the Contractor to the City.

3.Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site, as referenced in Exhibit "B" Contractor Duties and Responsibilities section Q.

4. Rates shall be set for the duration of this contract per the rate sheets from the Contractor attached.

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AGREEMENT FOR SERVICES
(For contracts over $5,000 – NON-DESIGN, NON-ENGINEERING TYPE CONTRACTOR)

This AGREEMENT made this 4th day of May, 2026, between:

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

and CONTRACTOR: Landscape Maintenance of America DBA California Highway Adoption Company, having a principal place of business at 4050 Alvis Court Rocklin, CA, 95677.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on May 4, 2026 and will continue in effect through June 30, 2029, with an option to extend one year at a time for a period of up to two additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days and not more than sixty (60) days prior to June 30, 2029, unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial
JK
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

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

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B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed $750,000.00.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

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D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and

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employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

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ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

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

CONTRACTOR shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

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D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

The CONTRACTOR shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work,

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and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONTRACTOR agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

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J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:	**CITY:**
California Highway Adoption Company	CITY OF GILROY
By: Signed by: Julie Redden A876B02AEBAA4A7...	By:
Name: Julie Redden	Name: Matt Morley
Title: Account Manager/Partner	Title: City Administrator
Social Security or Taxpayer Identification Number 86-0871091	
Approved as to Form	ATTEST:
City Attorney	City Clerk

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EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

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H. NOTICES.

Notices are to be sent as follows:

CITY:
Matt Jones
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR:
Julie Redden
California Highway Adoption Company
4050 Alvis Court
Rocklin, CA 95677

I. FEDERAL FUNDING REQUIREMENTS.

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

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

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EXHIBIT "B"

SCOPE OF SERVICES

Contractor Duties and Responsibilities

A. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and state-approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials and shall be in coordination with Recology.

B. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site, per CAL-OSHA.

C. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.

D. Contractor shall photograph and document the condition of the site prior to work and after work is completed and provide an electronic copy of each photograph to the City.

E. Contractor shall notify the City's designated representative in the event that the site becomes occupied again prior to or during the work, or if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.

F. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials that could pose a health threat.

G. Contractor shall immediately notify the Gilroy Police Department upon discovery of any projectile weapon, including but not limited to firearms, crossbows, or BB guns, as well as any suspected contraband, evidence of criminal activity, or other items deemed suspicious in nature.

H. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

I. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.

J. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall comply with the laws and regulations of the City of Gilroy, the State of California, and OSHA.

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K. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its sub-contractors during the performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

L. Contractor shall perform work in a timely and efficient manner and always conduct themselves in a courteous and business-like fashion.

M. Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

N. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Santa Clara County, and the State of California.

O. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile Virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.

P. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state, and federal laws.

Q. Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site cleared which will include:

a. Date(s) of service.

b. Approximate location (i.e. 6th street bridge, 1234 7th street)

c. Methods used to clear the site.

d. Staffing levels used.

e. Total hours on site.

f. Weight of debris removed.

g. Provide general observations of the site, and the work performed, including a qualitative assessment and approximate quantities of materials removed (e.g., tires, mattresses, debris, hazardous materials).

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h. Notations of any issues encountered in conducting the work, whether internally or externally caused.

i. Before and after pictures

City Responsibilities

The City shall coordinate outreach and site preparation efforts to ensure that cleanup activities are conducted in areas that are clear and ready for service.

The City shall coordinate with the Gilroy Police Department to provide support at sensitive locations, as determined necessary, during cleanup activities.

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EXHIBIT "C"

MILESTONE SCHEDULE

The generation and issuing of work orders under this contract will require the following milestone schedule:

1. The City will notify the Contractor of a potential clean up location.

2. The Contractor is to supply a cost estimate and proposed schedule for the work order within 48 hours.

3. The City will then issue a work order to Contractor within 24 hours after receiving the estimate and schedule, unless there are questions or concerns regarding the estimate or schedule.

4. Contractor will then mobilize within 72 hours after receiving authorization to proceed from the City.

There are no overarching milestones beyond the response timeframes noted above. Each work order will establish its own milestones for the specific work order, as will be discussed in assessing sites and planning the work order(s). All services within this agreement will be conducted on an on-call basis whenever services are requested by the CITY.

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EXHIBIT "D"

PAYMENT SCHEDULE

1. Payments shall be due net 30 days after invoicing from Contractor. Specific payment terms may be established each work order issued.

2. The contract payments will be based on time and materials. Documentation of employee hours, equipment and material costs, and disposal costs shall be provided by the Contractor to the City.

3.Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site, as referenced in Exhibit "B" Contractor Duties and Responsibilities section Q.

4. Rates shall be set for the duration of this contract per the rate sheets from the Contractor attached.

5. A proposed cost escalation of 2% per year for up to three years will be applied should the extension options be exercised."

6. If disposal costs increase those raised feeds will be passed onto the City of Gilroy for reimbursement.

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AGREEMENT FOR SERVICES
(For contracts over $5,000 – NON-DESIGN, NON-ENGINEERING TYPE CONTRACTOR)

This AGREEMENT made this 4th day of May, 2026, between:

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

and CONTRACTOR: Foege Schumann Global Disaster Solutions LLC d.b.a. F. S. Global Solutions , having a principal place of business at 99 Sixth Street Santa Rosa, CA 95401.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on May 4, 2026 and will continue in effect through June 30, 2029, with an option to extend one year at a time for a period of up to two additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days and not more than sixty (60) days prior to June 30, 2029, unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

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

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B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed $750,000.00.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

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D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and

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employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

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ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

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

CONTRACTOR shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY may have, CONTRACTOR shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

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D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

The CONTRACTOR shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work,

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and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONTRACTOR agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

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J. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:	**CITY:**
Foege Schumann Global Disaster Solutions LLC	CITY OF GILROY
By: Signed by: Kadyn Schumann 8207BFC038984C9...	By:
Name: Kadyn Schumann	Name: Matt Morley
Title: Chief Executive Officer	Title: City Administrator
Social Security or Taxpayer Identification Number 85-1918839	
Approved as to Form	ATTEST:
City Attorney	City Clerk

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EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

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H. NOTICES.

Notices are to be sent as follows:

CITY: Matt Jones
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: Kadyn Schumann
Foege Schumann Global Disaster Solutions LLC
99 Sixth Street
Santa Rosa, CA 95401

I. FEDERAL FUNDING REQUIREMENTS.

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

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

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EXHIBIT "B"

SCOPE OF SERVICES

Contractor Duties and Responsibilities

A. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and state-approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials and shall be in coordination with Recology.

B. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site, per CAL-OSHA.

C. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.

D. Contractor shall photograph and document the condition of the site prior to work and after work is completed and provide an electronic copy of each photograph to the City.

E. Contractor shall notify the City's designated representative in the event that the site becomes occupied again prior to or during the work, or if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.

F. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials that could pose a health threat.

G. Contractor shall immediately contact the Gilroy Police Department if a weapon, illegal contraband, or evidence of criminal activity is found.

H. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

I. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.

J. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall comply with the laws and regulations of the City of Gilroy, the State of California, and OSHA.

K. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its sub-contractors during the

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performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

L. Contractor shall perform work in a timely and efficient manner and always conduct themselves in a courteous and business-like fashion.

M. Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

N. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Santa Clara County, and the State of California.

O. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile Virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.

P. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed. The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state, and federal laws.

Q. Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site cleared which will include:

a. Date(s) of service.

b. Approximate location (i.e. 6th street bridge, 1234 7th street)

c. Methods used to clear the site.

d. Staffing levels used.

e. Total hours on site.

f. Weight of debris removed.

g. Provide general observations of the site, and the work performed, including a qualitative assessment and approximate quantities of materials removed (e.g., tires, mattresses, debris, hazardous materials).

h. Notations of any issues encountered in conducting the work, whether internally or externally caused.

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i. Before and after pictures

City Responsibilities

The City shall coordinate outreach and site preparation efforts to ensure that cleanup activities are conducted in areas that are clear and ready for service.

The City shall coordinate with the Gilroy Police Department to provide support at sensitive locations, as determined necessary, during cleanup activities.

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EXHIBIT "C"

MILESTONE SCHEDULE

The generation and issuing of work orders under this contract will require the following milestone schedule:

1. The City will notify the Contractor of a potential clean up location.

2. The Contractor is to supply a cost estimate and proposed schedule for the work order within 48 hours.

3. The City will then issue a work order to Contractor within 24 hours after receiving the estimate and schedule, unless there are questions or concerns regarding the estimate or schedule.

4. Contractor will then mobilize within 72 hours after receiving authorization to proceed from the City.

There are no overarching milestones beyond the response timeframes noted above. Each work order will establish its own milestones for the specific work order, as will be discussed in assessing sites and planning the work order(s). All services within this agreement will be conducted on an on-call basis whenever services are requested by the CITY.

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EXHIBIT “D”

PAYMENT SCHEDULE

1. Payments shall be due net 30 days after invoicing from Contractor. Specific payment terms may be established each work order issued.

2. The contract payments will be based on time and materials. Documentation of employee hours, equipment and material costs, and disposal costs shall be provided by the Contractor to the City.

3.Contractor shall notify the City when the work is complete, and at the time of invoice submittal, shall provide a report for each site, as referenced in Exhibit "B" Contractor Duties and Responsibilities section Q.

4. Rates shall be set for the duration of this contract per the rate sheets from the Contractor attached.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Conduct a Public Hearing to Approve Community Development Block Grant Citizen Participation Plan and Program Year 2026-2027 Annual Action Plan including Funding Allocations**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Sharon Goei, Community Development Director Sandra Nava, Housing and Community Services Coordinator

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

1. Approve the Community Development Block Grant (CDBG) Citizen Participation Plan and Program Year 2026-2027 Annual Action Plan including funding allocations.
2. Direct the Community Development Director, or designee, to submit the Citizen Participation Plan and Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD), and further authorize the Community Development Director, or designee, to make any changes to the Citizen Participation Plan and Annual Action Plan as needed to comply with CDBG submission guidelines.
3. Adopt a resolution amending the Fiscal Year 2026-2027 budget within the CDBG Fund (245).

EXECUTIVE SUMMARY

On April 6, 2026, the City Council conducted a public meeting to receive comments on the draft Citizen Participation Plan (CPP), which describes how the City's CDBG program involves the public in decisions about how the funds are used. The CPP is

being updated to improve clarity, organization, and readability as part of a broader document clean-up effort. The City Council also received comments and provided direction on the draft Program Year (PY) 2026-2027 Annual Action Plan (AAP) including funding allocations.

For PY 2026-2027, the City has been allocated $362,315 in CDBG entitlement funding from HUD. The City updated its prior years' resources to $22,117.75, for a total of $384,432.75. Based on the Council direction received, and the actual amount of HUD allocation, staff updated the draft PY 2026-2027 AAP accordingly.

Staff recommends that the Council conduct a public hearing, receive public comments, approve the draft CPP, PY 2026-2027 AAP including funding allocations, and budget amendment resolution, and direct staff to submit the approved CPP and AAP to HUD.

BACKGROUND

At the April 6, 2026, City Council meeting, staff presented the draft CPP and draft AAP, including CDBG applications and funding approaches/options, for PY 2026-2027. For reference, the April 6, 2026, staff report is included as Attachment 3.

The City Council received the draft CPP, AAP, and public comments, and provided direction on funding allocations. In addition, HUD released the actual amount of PY 2026-2027 formula funds. Staff has adjusted the funding allocation for each application proportionally to align with the Council's direction and updated the draft AAP.

ANALYSIS

Citizen Participation Plan

Staff presented Council with updates to the draft CPP, which were primarily language clarity and readability improvement revisions. The updated CPP refines, organizes, clarifies, and improves readability of the City's procedures for public participation in federally funded housing and community development activities. The updated CPP reflects current federal participation requirements while maintaining the City's existing outreach practices and transparency standards.

PY 2026-2027 Annual Action Plan including Funding Allocations

Program Year 2026-2027, spanning from July 1, 2026, through June 30, 2027, represents a one-year funding cycle for the proposed projects/programs and marks the second year of the City's 2025-2030 Consolidated Plan. The Consolidated Plan identifies the community development and housing needs for the City's residents. CDBG funds must be used to implement the priority needs and goals identified in the Consolidated Plan.

On April 6, 2026, HUD notified staff about the City's $362,315 formula allocation. Staff also updated the current total of unexpended prior years' resources to $22,117.75. Based on the $362,315 allocation, the funding for public services is $54,347.25 (capped at 15%) and $72,463 for program administration (capped at 20%). The remaining $235,504.75, combined with $22,117.75 in prior years' resources, results in a total of $257,622.50 available for non-public service activities.

The following table summarizes the available funding and eligible uses for PY 2026-2027.

Funding	Amount	Eligible Uses		
		Public Service (15% Cap)	Non-Public Service	Program Administration (20% Cap)
PY 2026-2027 Formula Funds	$362,315.00	$54,347.25	$235,504.75	$72,463.00
Prior Years' Resources	$22,117.75	--	$22,117.75	--
PY 2026-2027 Total	$384,432.75	$54,347.25	$257,622.50	$72,463.00

At the April 6, 2026, City Council meeting, staff announced that the City will receive $362,315 in HUD formula funding, and that one public service grant applicant withdrew its application. Due to the limited funding available and the significantly higher applicant funding requests, staff presented the City Council with an analysis of CDBG applications and funding options to seek input and direction on the final activities to be included in the draft AAP.

Following the staff presentation and public comments, the City Council provided the following direction:

Public Service Funds: Apply equal distribution to the five remaining applications, since one application was withdrawn.

Non-Public Service Funds: Apply equal distribution to the sidewalk improvement project and housing rehabilitation and accessibility modification program, and decline funding for Gilroy clinic improvements expanding access for the elderly.

Based on the Council direction and the HUD formula funding amount, a summary of the proposed projects/programs and allocations for PY 2026-2027 is presented on the following page.

CDBG Program Year 2026-2027 Projects / Programs and Allocations

Category	Organization	Project / Program	Formula Funds $362,315.00	Prior Years' Resources $22,117.75	Allocation
Public Service	Carry the Vision	Peer to Peer Support for Unhoused Residents	*Withdrew Application*	--	--
	Project Sentinel	Fair Housing	$ 10,869.45	--	$ 10,869.45
	Project Sentinel	Tenant-Landlord Services	$ 10,869.45	--	$ 10,869.45
	Sourcewise	Transit Services	$ 10,869.45	--	$ 10,869.45
	Shine Together Inc.	Young Mothers Support Services	$ 10,869.45	--	$ 10,869.45
	Silicon Valley Independent Living Center	Housing and Emergency Services for Persons with Disabilities	$ 10,869.45	--	$ 10,869.45
	Subtotal		$ 54,347.25		$ 54,347.25
Non-Public Service	City of Gilroy Public Works	Sidewalk Improvements	$ 117,752.38	$ 11,058.87	$ 128,811.25
	Rebuilding Together Silicon Valley	Housing Rehabilitation and Accessibility Modification	$ 117,752.37	$ 11,058.88	$ 128,811.25
	Bay Area Community Health	Gilroy Clinic Improvements Expanding Access for the Elderly	--	--	--
	Subtotal		$ 235,504.75	$ 22,117.75	$ 257,622.50
Program Admin.	City of Gilroy	Program Administration	$ 72,463.00	--	$ 72,463.00
	Subtotal		$ 72,463.00	--	$ 72,463.00
	Total		$362,315.00	$ 22,117.75	$ 384,432.75

A 30-day public comment period from March 13, 2026, through April 13, 2026, was held for the draft CPP and AAP to seek community input. A summary of the public comments can be viewed in the Executive Summary, section 5, of the draft AAP. The public comments were generally supportive and appreciative of the City for its efforts.

Conclusion

City Council action is requested to formally approve the CPP and PY 2026-2027 AAP, including funding allocations, and direct staff to proceed with submission to HUD.

Staff also recommends that the Council adopt the budget amendment resolution to fully appropriate the FY 2026-2027 CDBG funds based on HUD's released allocation of $362,315, plus the prior years' resources of $22,117.75, for a total of $384,432.75. The recommended budget for CDBG was based on staff's original estimate of $400,000. The difference of $15,567.25 is reflected in the budget amendment resolution and recommended to be adopted by Council.

ALTERNATIVES

The City Council may choose not to approve the funding recommendations stated in the staff report or allocate the funds as it deems appropriate while staying within the maximum percentages (caps) required by HUD.

FISCAL IMPACT/FUNDING SOURCE

CDBG funds are allocated by HUD on an annual basis and will be added to the City's line of credit once the draft PY 2026-2027 AAP is approved by HUD.

The CDBG resources are budgeted and expended from the City's CDBG Fund (Fund 245). The resources and funding recommendations are included in the City's recommended budget. In addition, a budget amendment is included with this staff report to appropriate the exact amount to fully program the CDBG allocation for FY 2026-2027.

PUBLIC OUTREACH

A 30-day public comment period from March 13, 2026, through April 13, 2026, as well as a public meeting on April 6, 2026, and a public hearing on May 4, 2026, were held for the draft CPP and draft AAP to seek community input.

NEXT STEPS

Upon approval by the City Council, staff will submit the CPP and AAP, including funding allocations, to HUD.

Attachments:

1. Draft Citizen Participation Plan (https://www.cityofgilroy.org/DocumentCenter/View/19944)
2. Draft PY 2026-2027 Annual Action Plan (https://www.cityofgilroy.org/DocumentCenter/View/20103)
3. April 6, 2026, Staff Report without Attachments
4. Budget Amendment Resolution

DRAFT Citizen Participation Plan

The Consolidated Plan (Con Plan) is – required by the U.S. Department of Housing and Urban Development (HUD) for jurisdictions to continue to receive federal housing and community development funding. The City of Gilroy (City) receives Community Development Block Grant (CDBG) funding annually as an entitlement community. The Con Plan examines the housing and community development needs of the City, sets priorities for the CDBG funds, establishes an Annual Action Plan (AAP) for meeting current and future needs, and evaluates the City's performance in meeting its annual goals through the Consolidated Annual Performance Evaluation Report (CAPER).

Purpose of the Citizen Participation Plan

The City recognizes the importance of public participation in both defining and understanding current housing, community development, economic development, and fair housing needs, and prioritizing resources to address those needs. The City's Citizen Participation Plan (CPP) is designed to provide residents of all ages, sex, economic levels, races, ethnicities, and special needs, equal access to become involved in the Con Plan each year. This CPP was written in accordance with *24 CFR, Section 91.105* of HUD's Consolidated Plan regulations.

To ensure maximum participation in the federal plans and reports process among all populations and needs groups, and to ensure that their issues and concerns are adequately addressed, the City will follow the standards set forth in its adopted CPP during development of its federal plans and reports. The participation process will be developed and monitored by the City's Housing and Community Services Division (HCS).

Encouragement of Citizen Participation

The federal plans and reports process offers opportunities for resident participation through public meetings and review of draft documents. The City encourages participation of persons with special needs and/or persons who are often underrepresented in the public process.

The City shall encourage the participation of:

- **Extremely low-income persons;**
- **Low- and moderate-income persons;**

- **Persons with Spanish as their primary language**
- **Residents of slum and blighted areas and areas where CDBG funds are proposed to be used;**
- **Residents of public and assisted housing developments;**
- **Persons experiencing Homelessness and homeless service providers, including the local Continuum of Care (CoC);**
- **Fair housing organizations and agencies;**
- **Local and regional institutions and other stakeholders involved in housing and community development activities.**

Outreach

The City will conduct outreach as necessary to encourage individuals, groups, and organizations identified above to provide input for any federal plans and reports. Outreach may include:

- Developing informational materials and flyers in multiple languages (at least English and Spanish) to distribute to other agencies.
- Placing notices in local newspapers in English and when practical and possible in Spanish (Gilroy Dispatch, San Jose Mercury News).
- Providing email notices to interested parties.
- Posting notices at City Hall, Gilroy Library, on the City's website, in the Email Express, and social media platforms.
- Outreach efforts will be provided in the Spanish language as much as possible and with good-faith effort at a minimum through the South County Collaborative listserv, Unhoused Service Providers Network, and the South County Youth Task Force.
- Direct outreach to public housing residents and the Housing Authority.
- Coordination with the local CoC, homeless service providers, and other community resource providers.

Citizen Comment

Prior to the adoption of any federal plan, report, or amendments thereto, the City will make available to interested parties the draft documents for a comment period of no less than 30 days, 15 days for the CAPER, or as otherwise directed by HUD. The dates of the public comment periods will be identified in a notice regarding the availability of the documents, which will be published in a newspaper of local circulation as identified above.

Draft documents will include a summary of:

- **The funding allocation the City expects to receive;**
- **The range of activities that may be undertaken;**

- **The estimated amount that will benefit low- and moderate-income persons;**
- **The City's proposed uses of funds; and**
- **The City's performance under previously funded activities.**

The City will consider any comments by individuals or groups received in writing regarding federal plans or reports and received at the public hearing(s). A summary of the written and oral comments received during the comment period will be included in the applicable federal plan or report.

Access to Records

The City will provide residents, public agencies, and other interested parties with reasonable (up to five years after the end of each Program Year (PY)) and timely access (within 10 days of confirmed Public Records Request (PRA)) to information and records relating to the Consolidated Plan, Annual Action Plan, substantial amendments, CAPER, and the City's use of CDBG funds.

Access will include:

- **Proposed uses of funds and funding amounts;**
- **Performance reports (including the CAPER);**
- **The Residential Anti-Displacement and Relocation Assistance Plan; and**
- **Records related to past use of funds and program outcomes.**

The City will provide technical assistance to groups representing low- and moderate-income persons that request assistance in developing applications or commenting on plans.

1. In general, the City and subrecipients must retain records on CDBG-funded activities for the longest of the following minimum standards*:

- Three years after the expiration or termination of the subrecipient agreement
- Three years after the City's submission of the CAPER in which a specific activity is reported for the last time (24 CFR 570.502(a)(7)(ii)(A))

2. Retain records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) for as long as this provision continues to apply to the activity (24 CRF 570.502(a)(7)(2)(B)).

3. Retain records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities until such receivables or liabilities have been satisfied (24 CFR 570.502(a)(7)(ii)(C))

4. If any litigation, claim audit, negotiation, or other action involving your records has

started before the expiration of the 3-year period, records must be retained until all findings involving the records have been resolved and final action is taken (2 CFR 200.334.(a))

5. For the City's protection, CDBG records must be retained for a minimum of five years after the expiration or termination of the subrecipient agreement.

*It is always theoretically possible that a federal entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the three years have elapsed and request to access such records concerning some questionable costs. Therefore, even after the three years, for protection, you may want to place the records in storage for an additional year or two, rather than discard them (Chapter 5: Recordkeeping and Reporting Requirement, Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems)

Amendments

Minor Amendments

Minor amendments are those that maintain the integrity of the associated plan and do not include any substantial change in policy or in funding priorities while still maintaining flexibility in meeting the goals and objectives. Minor amendments will be made administratively and will be incorporated into the City's CAPER at the end of the program year.

Substantial Amendments

Substantial amendments are those that (a) change the allocation priorities or the method of fund distribution by more than $100,000; (2) carry out an activity using funds from any program covered in the Con Plan that was not previously described in the AAP; (3) change the purpose, scope, location or beneficiaries of any activity; or (4) change use from one eligible activity to another eligible activity.

Minor adjustments to funding levels for activities described in the Con Plan due to differences in actual versus anticipated program income are not considered substantial.

Any substantial amendment to the Con Plan will be incorporated into the Con Plan after a 30-day public comment period and public hearing, encouraging input on the proposed substantial amendment, unless otherwise permitted by HUD. Notice of the opportunity for public comment will be distributed as outlined in the "Outreach" section of this CPP.

Temporary Citizen Participation Plan Amendments

In response to urgent situations or pandemics, the City will adopt HUD regulatory waivers regarding Citizen Participation timeliness, ensuring rapid access to critical CDBG funds.

Public Hearings/Meetings

In accordance with HUD regulations, the City will hold at least two public hearings a year to obtain

residents' views and to respond to applications for funding and questions. The two hearings will be conducted at a minimum at two different stages of the program year. At least one of the public hearings will be held before the draft Con Plan is published for comment.

Between the two hearings, staff shall address:

- **Housing and community development needs, development of proposed activities, and review of program performance;**
- **Include discussion of past performance and use of funds.**

Public hearings will be held at times and in locations (in person or virtual) that are convenient to potential and actual beneficiaries, with accommodations for persons with disabilities.

When non-English speaking members of the public attend a public hearing or meeting in the City Council Chambers, non-English speaking participants can access the City's Wordly AI Translation tool in the language of their choice, by scanning a QR code available in the City Council Chambers; Spanish is the default language captioned on several screens

Public Hearing Notices

If any federal plan or report requires a public hearing, the public shall be provided notice of the hearing as follows.

- **Contents of Notice**: The contents of a notice of a public hearing shall include:
    - The date, time, and place (e.g., address, room, etc.) of the hearing.
    - A general description of the program and document that are the subject of the hearing.
    - A statement that any interested person is invited to appear and be heard on the request or proposal.
    - A statement that a copy of the plan/report is available at City Hall and the Gilroy Library, including the addresses.
    - The phone number, email, and street address of staff so an interested person can call, email, or visit to obtain additional information.
    - Any additional information as may be required under applicable state or federal law, including information required under the City's implementation of the Americans with Disabilities Act (ADA).

- **Method of Notice Distribution**: Notice of a public hearing required by this CPP shall be given as follows:
    - **Newspaper Publication**: Notice shall be given at least once by publication in at least one newspaper of general circulation in the City a minimum of 10 days prior to the scheduled public hearing, more particularly in the *Gilroy Dispatch* and/or *San Jose Mercury News (last resort option)*.

- **Site Posting**: The City shall post notices in at least two public places within the City boundary (City Hall and Library).

Online Posting: Notice shall be given at the HCS website https://www.cityofgilroy.org/cdbg

Availability of Draft and Final Documents to the Public

All draft and final federal plans and reports will be available on the City's website, at the City's HCS office, and the Gilroy Library.

During the comment period for federal plans and reports, copies will be available for public review in the following locations:

1. HCS Division — 7351 Rosanna Street
2. Gilroy Library — 350 W. Sixth Street

Technical Assistance

HCS staff will provide technical assistance to subrecipients and any person or group interested in commenting on federal plans or reports or in developing CDBG funding applications. All new applicants or returning applicants with new activities are required to meet with HCS staff to discuss the proposed activity's eligibility prior to the deadline provided in the application packet.

Complaints

Within 15 working days of receipt, HCS will provide a timely, substantive written response to every written citizen complaint related to the applicable federal plan or report. A summary of any written complaints received during the comment period will be included in the applicable federal plan or report.

Public Review of the Citizen Participation Plan

This CPP was made available for public review and comment prior to adoption, in accordance with the public notice, public hearing/meeting, and public comment procedures described herein. Any substantial amendments to this CCP will be made available for public review and comment through the same process prior to adoption. This CPP will be available on the City's HCS website. Copies will also be made available to those that do not have internet access at no charge and will be made available in a format accessible to persons with disabilities, upon request. Interested residents should call or email HCS to request a copy of the CPP.

City of Gilroy
DRAFT Annual Action Plan

For the Second Year of the Five-Year Consolidated Plan
Program Year (PY) 2026 - 2027
(*July 1, 2026 – June 30, 2027*)

Community Development Department
Housing and Community Services
7351 Rosanna Street
Gilroy, CA 95020

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Gilroy (City) receives Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD) for housing, economic development, and community development activities. These funds are intended to meet priority needs locally identified by the City that primarily benefit persons with extremely low-, very low-, and low-incomes (incomes of 80 percent or less of area median income).

To receive federal funds, every five years, the City must submit a five-year strategic plan to HUD —the Consolidated Plan (Con Plan), as well as an Annual Action Plan (AAP) for each program year that identifies local needs, and how these needs will be addressed. The AAP must also demonstrate how the City will meet national goals set by the U.S. Congress to develop viable communities by providing decent housing, a suitable living environment, and economic opportunities.

The Con Plan and each AAP embody and reflect three overall goals, which relate to the major commitments and priorities of HUD, including:

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of lower-income residents, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- To expand economic opportunities, through more jobs paying self-sufficiency wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of lower-income persons to achieve self-sufficiency.

The Program Year (PY) 2026-2027 AAP marks the second year of the five-year Con Plan period, which runs from 2025-2030. The AAP describes to the public and HUD how the City will specifically utilize CDBG funds in the coming program year (July 1, 2026 - June 30, 2027). A complete listing of specific projects/programs that will receive funding can be found in section AP-35 of this document.

Any minor changes (i.e. typos, minor edits, changes that do not affect the essence of the document) to this Plan will be completed through a minor amendment process that will not require further citizen

participation or City Council approval. Substantial amendments (i.e. significant funding changes, re-allocation of project monies, etc.) will follow the City's Citizen Participation Plan (CPP), and require a public hearing and Council approval.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

HUD has established a set of outcomes and objectives that entitlement jurisdictions need to address. The outcomes and objectives are noted within each of the Goals included in the Strategic Plan (SP-45) section of the Con Plan. In summary, they are as follows:

Outcomes: Availability/Accessibility; Affordability; Sustainability

Objectives: Create Suitable Living Environments; Provide Decent Affordable Housing; Create Economic Opportunities

The goals identified in this AAP are taken from the Con Plan's Strategic Plan which describes how federal funds and other resources will be deployed and what other actions will be taken to address community development and affordable housing needs over the next five years. The following goals were made available in the Notice of Funding Availability (NOFA) published by the City on January 30, 2026.

Support and Preserve Affordable Housing

Prevent and Reduce Homelessness

Increase Supportive/Public Services for Special Populations

Invest in Community Development and Neighborhood Revitalization

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During Program Year 2024-2025, year five of the 2020-2025 Con Plan, the City successfully expended its allocation, with a total of $488,799.76 in CDBG funds requested for payment/drawn down from HUD. Every year, the City reports, in detail, on its CDBG performance in the Consolidated Annual

Performance and Evaluation Report (CAPER) which is due to HUD within 90 days upon completion of the program year.

The City utilized CDBG funds for public service activities provided by the following subrecipients/programs in PY 2024-2025:

- Community Agency for Resources, Advocacy and Services (C.A.R.A.S.): RYSE UP II (**R**eaching our **Y**oung people to **S**ucceed and **E**mpower with **U**nlimited **P**otential) Program

- Live Oak Adult Day Services: Adult Day Care Program

- Project Sentinel: Tenant-Landlord Counseling and Dispute Resolution Program

- Sourcewise: Transit Services Program

- The Health Trust: Meals on Wheels Program

- South County Compassion Center: Outreach for the Unhoused Program

Public service funds are always highly sought after; City staff went through a rigorous application review process to evaluate applications submitted in response to the NOFA. All organizations were able to fully expend their Gilroy grant allocations within PY 2024-2025, except for CARAS, which had a remaining balance of $18.89. A total of $58,421.24 in public service funds were spent, which was 15% of the allocation amount, and met the 15% public service cap.

The City also utilized CDBG funds for its rehabilitation activity provided by the following subrecipient/program:

-Rebuilding Together Silicon Valley: Repair and Accessibility Modification Program for Low-Income Homeowners. The Program aimed to address health/safety issues, code corrections, and accessibility issues.

The Program addressed health, and safety, accessibility, and code corrections issues citywide. A total of $179,942.32 was spent on the housing rehabilitation program, which provided assistance to 15 unique households.

On May 7, 2025, during Affordable Housing Month, the City of Gilroy and Rebuilding Together Silicon Valley provided a bilingual English and Spanish workshop at the Gilroy Senior Center on the free home safety repairs and modifications available through their CDBG funded program.

Lastly, the City invested $172,516 in CDBG funds for a safety enhancement project that designed and constructed curb ramps, improving accessibility throughout several primarily low to moderate-income neighborhoods. The project was successfully completed on time and came in $7,427.33 under the budgeted amount of $179,943.33.

Another regulatory limitation on the use of CDBG funds is that no more than 20 percent of each program year's grant allocation may be used for planning and administrative costs. The City has remained in compliance with this requirement since 2016.

The City utilized $56,432.73 in program administration funding to administer its CDBG program and $21,487.47 in program administration funding to fund the following program:

-Project Sentinel Fair Housing

The total amount of program administration funding was $77,920.20, which was 20% of the allocation amount, and met the 20% program administration cap.

The City continues to meet HUD's timeliness requirement each May by maintaining a balance of less than 1.5 times its annual CDBG grant amount in HUD's Line of Credit Control System (LOCCS).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City followed the requirements for citizen participation outlined in the City of Gilroy CPP. To facilitate this process, the City releases a NOFA for each funding cycle that allows interested parties to directly apply for these funds. The NOFA for PY 2026-2027 was published on January 30, 2026, and emailed to local organizations, nonprofits, and City departments that may be interested in applying for CDBG funds for the upcoming program year (July 1, 2026 – June 30, 2027). The following is a list of key components implemented to ensure the highest citizen participation was captured during the development of this plan:

- Public Notices in English and Spanish were published in the Gilroy Dispatch newspaper, on the City's website Newsflash, CDBG webpage, city hall, library, and social media postings on January 30, 2026, noting the NOFA and CAPER results, virtual public hearing date, and application packet release date. This notice was also directly distributed to the following organizations or groups: the South County Collaborative, South County Youth Task Force, Unhoused Service Providers Network, Nueva Vida Community, organizations on the interest list, and every currently funded CDBG organization.
- The application packet was released on the City's CDBG webpage on February 6, 2026

- The Public Hearing was held on February 17, 2026, at staff level, to review NOFA, provide an overview of prior year CDBG Program accomplishments via the CAPER, answer questions from the public, and receive public comments.
- The 30-day public comment period for the draft AAP and draft CPP is open from March 13, 2026 – April 13, 2026.
- The Public Meeting was held at the City Council meeting on April 6, 2026, to review potential grant funding allocation options to be included in the AAP.
- A Public Hearing will be held at City Council meeting, on May 4, 2026, to review the draft AAP, including grant allocations, and the draft CPP, and to accept any public comments prior to adoption of both Plan approvals.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan

Over the course of the AAP development process, a total of five public comments were received and accepted. All comments were in relation to a particular application/activity that was submitted for funding.

During the February 17, 2026, NOFA and CAPER public hearing, Rebuilding Together Silicon Valley provided a public comment on the CAPER results presentation to thank the City for past support, provided a description of the services provided, and accomplishments in PY 2024-2025.

An April 6, 2026, an email from the Executive Director of Silicon Valley Independent Living Center was received via email to housing@cityofgilroy.org, expressing support for the draft AAP, appreciation for the City's combined efforts to assist residents with disabilities of all ages and lower income older residents to age in place, the partnerships with the County to increase the affordable housing stock, the partnerships with nonprofits that provide health and safety home repairs, housing navigation, case management combined with legal services to ensure residents have the tools and support needed to remain housed, and the desire that the City create a requirement for 10% fully accessible units in upcoming affordable developments.

During the April 6, 2026, City Council meeting, the Executive Director of Project Sentinel provided a public comment thanking the City, Council, and staff for its support for the Fair Housing and Tenant-Landlord Counseling, Education, and Dispute Resolution Programs that enable Gilroy residents to receive services and referrals.

During the April 6, 2026, City Council meeting, resident and Rebuilding Together Silicon Valley board member thanked the City and Council for its partnership and shared the story of a disabled Gilroy resident who benefited from a Gilroy Rebuilding Day, partly supported by the City and other corporations.

During the April 6, 2026, City Council meeting, the Executive Director of Rebuilding Together Silicon Valley provided a public comment thanking the City for its support and a description of the services provided and the beneficiaries served in support of the Consolidated Plan goals and requested continued partnership.

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD

7. Summary

See above

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PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Con Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GILROY	Community Development Department

Table 1 – Responsible Agencies

Narrative

The City of Gilroy (City is the lead and responsible agency for the United States Department of Housing and Urban Development's (HUD) entitlement programs in Gilroy. The Community Development Department (CDD) is responsible for administering the City's CDBG program. Entitlement jurisdictions receive entitlement funding (i.e., non-competitive, formula funds) from HUD. By federal law, the City is required to submit a five-year Con Plan and AAP to HUD listing priorities and strategies for the use of its federal funds.

The PY 2026-2027 AAP marks the second program year of the City's 5-year 2025-2030 Con Plan.

Con Plan Public Contact Information

Sharon Goei, Community Development Director
7351 Rosanna Street
Gilroy, CA 95020
408.846.0467

sharon.goei@cityofgilroy.org

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AP-10 Consultation – 24 CFR 91.100, 91.200(b), 91.215(l)

1. Introduction

The Con Plan outreach effort is a regional collaborative effort between the County of Santa Clara and seven entitlement jurisdiction cities.

Community engagement is key for helping the County and cities to identify needs, priorities, goals, strategies, and activities for future housing and community development activities over the period of the five-year regional plan. Engagement activities included a community survey, public outreach, stakeholder consultations (or meetings), focus groups, and pop-up events.

As a part of the stakeholder consultation process, the City consulted with a variety of stakeholders, including City departments, human service agencies, local and regional community-based organizations, housing providers and advocates, and the Santa Clara County Housing Authority (SCCHA). Social service providers were also consulted, including those that provide services to the elderly, persons with disabilities, unhoused persons, and other lower-income individuals and at-risk populations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City worked in coordination with many agencies, boards, and governmental entities, with the intent of enhancing access to services, learning best practices of activities that would aid the City in developing strategies to meet established goals of providing decent and affordable housing, providing a suitable living environment, and expanding economic opportunities. The City's citizen participation efforts included the following efforts during the preparation of the Cond Plan and AAP:

- CDBG/Housing Regional Coordinators Meetings – City staff and staff from the other CDBG entitlement cities in Santa Clara County, the County of Santa Clara Office of Supportive Housing, and the SCCHA participate. Meetings discuss data resources and strive to coordinate requests for information to both public and private countywide agencies. HUD staff meets with this group to clarify issues and assist in providing ongoing programmatic technical information. The email listserv for this group enables members to share information and provide technical assistance to one another, thus promoting and creating an environment of cooperation and understanding of differing needs, concerns, and issues among the group. This expansion of knowledge of regional issues and sharing of information benefits each individual jurisdiction represented in the group.
- South County Collaborative – City staff partners with the collaborative, which consists of providers of services to low-income and special needs residents of Gilroy, San Martin, and Morgan Hill. Collaborative members share information through an active listserv and receive

notices of public comment periods on the AAP and CAPER, CPP, Con Plan, public hearings, and substantial amendments.

- Unhoused Service Providers Network (USPN) – Monthly meetings are hosted by City staff, that include representatives from the Gilroy Police Department, Quality-of Life Officer Team, staff from County of Santa Clara, staff from various nonprofit agencies and shelter providers, health workers, the Santa Clara Valley Water District, and faith-based organizations. The focus is to increase collaboration and partnership among the service providers and the City, to connect the unhoused with services. The sharing of information also has as a goal of coordinating resources and services for unhoused clients.
- A Community Plan Implementation Team, which includes members of the Continuum of Care (CoC) and other community stakeholders, meets quarterly to evaluate progress toward the Community's Plan to End Homelessness.
- CoC Participation – Meets monthly with a group comprising governmental agencies, homeless service and shelter providers, homeless persons, housing advocates, affordable housing developers, and various private parties, including businesses and foundations, to identify gaps in homeless services, establish funding priorities, and pursue a systematic approach to addressing homelessness.
- During the development of its Plans and as a general practice, the City coordinated with a variety of housing agencies, public and mental health agencies, and service providers to discuss community needs. These discussions provided an opportunity for these entities to network and learn more about one another's services and programs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Office of Supportive Housing (OSH) is the administrator of the regional CoC. The City continuously coordinates with the CoC in its efforts to end and prevent homelessness in the city and county. CoC is a group comprised of countywide stakeholders, including governmental agencies, homeless service and shelter providers, persons experiencing homelessness, housing advocates, affordable housing developers, and various private parties, including businesses and foundations.

Regional efforts of the CoC include the development of the Community Plan to End Homelessness, which identifies strategies to address the needs of persons experiencing homelessness in the county, including individuals experiencing long-term/chronic homelessness and families, families with children, veterans, and unaccompanied youth. The plan also addresses the needs of people experiencing housing instability. The CoC is collaborating with all Santa Clara County cities to update a new plan for the next five years. Gilroy staff has participated in monthly coordination and data sharing meetings.

Service providers and organizations that provide services to persons experiencing homelessness and persons experiencing housing instability were also contacted by the City to attend most recent Con Plan engagement meetings. This included Destination Home, the policy group who works on housing stabilization and permanent housing solutions; and Eden Housing, a nonprofit affordable housing developer and operator that provides permanent supportive housing in the city.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not an Emergency Solutions Grant (ESG) entitlement jurisdiction and therefore does not receive ESG funds. However, the City does administer federal grant programs that aid unhoused and low-income families in Santa Clara County. The City also helps conduct the Point-in-Time (PIT) count; the biennial regional collaborative effort to count and survey persons experiencing homelessness. The latest count and survey were conducted in January of 2025. The data from the PIT count is used to plan, fund, and implement actions for reducing chronic homelessness and circumstances that bring about homelessness.

The CoC takes the role of Homeless Management Information System (HMIS) administration. The County, and its consultant Bitfocus, work jointly to operate and oversee HMIS. Both software and HMIS system administration are now provided by Bitfocus. Funding for HMIS in Santa Clara County comes from HUD, the County of Santa Clara, and the City of San Jose. The County's HMIS is used by many city service providers across the region to record information and report outcomes. The software meets and exceeds HUD's requirements for the implementation and compliance of HMIS Standards. The project has a rich array of service provider participation and is utilized to capture information and report on special programming, such as Housing 1000, the County VTA free bus pass program, and prevention service delivery.

The City partners and the entire county use the HMIS system to support housing availability alongside the coordinated entry system to support transitional, shelter, as well as permanent housing needs. In Santa Clara County's coordinated entry system, all unhoused people complete a standard assessment tool (the Vulnerability Index-Service Prioritization Decision Assistance Tool or VI-SPDAT) that considers the individual's situation and identifies the best type of housing intervention to address their situation. A community queue of eligible households is generated from the standard assessment. The community queue is used to fill spaces in the permanent housing programs, including permanent supportive housing, and rapid rehousing, in the county. This coordinated process reduces the need for people to traverse the county seeking assistance from every service provider separately.

2. Agencies, groups, organizations and others who participated in the process and consultations

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Santa Clara County County Office of Supportive Housing (OSH)
	Agency/Group/Organization Type	Other Government - County
	What section of the Plan was addressed by Consultation?	Needs Assessment Homeless Strategy Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City continues to utilize the OSH as a partner in addressing the needs of the City.
2	**Agency/Group/Organization**	Project Sentinel
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the NOFA process - may work as a subrecipient.
3	**Agency/Group/Organization**	Sourcewise
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the NOFA process - may work as a subrecipient.
6	**Agency/Group/Organization**	Silicon Valley Independent Living Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the NOFA process - may work as a subrecipient.
7	**Agency/Group/Organization**	Rebuilding Together Silicon Valley
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the NOFA process- may work as a subrecipient.

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8	**Agency/Group/Organization**	Bay Area Community Health
	Agency/Group/Organization Type	Services-Health Health Agency Regional Organization Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Nees
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in NOFA process - may work as a subrecipient.
9	**Agency/Group/Organization**	City of Gilroy
	Agency/Group/Organization Type	Other government - Local Grantee Public Works Department
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Services-Persons with Disabilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the NOFA Process - may work as a subrecipient.
10	**Agency/Group/Organization**	South County Collaborative
	Agency/Group/Organization Type	Local Service Provider Organization Group

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	What section of the Plan was addressed by Consultation?	Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in monthly south county service provider meetings on topics affecting low-income residents and receive feedback on community needs. Announce CDBG related public comment periods/meetings/public hearings at in-person meetings and through the listserv.
11	**Agency/Group/Organization**	Unhoused Service Providers Network (USPN)
	Agency/Group/Organization Type	Local Service Provider Organization Group
	What section of the Plan was addressed by Consultation?	Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in monthly virtual south county USPN meetings hosted by the City Staff to discuss local resources for persons experiencing homelessness in Gilroy and receive feedback from providers on the challenges impacting the provision of services. Announce CDBG related public comment periods/meetings/public hearings at in-person meetings and through the listserv.
12	**Agency/Group/Organization**	Housing CDBG Coordinators' Meeting
	Agency/Group/Organization Type	Santa Clara County Regional jurisdictional monthly CDBG Coordinators Meeting
	What section of the Plan was addressed by Consultation?	Needs Assessment Homeless Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in monthly virtual meeting along with other Santa Clara County CDBG grant recipients to discuss all things CDBG, including the coordination of the Annual Action Plan and Consolidated Plan. In addition to CDBG coordination, OSH provides legislative, funding updates, and other program updates.

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Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Continuum of Care Council	Identifies housing inventory count to facilitate the provision of housing services to those experiencing homelessness.
General Plan / Housing Element	City of Gilroy	Determines physical conditions of housing that affect habitability. Identifies the number of affordable units that need to be allocated to households with different income levels.

Table 3 - Other local / regional / federal planning efforts

Narrative

City, other entitlement jurisdictions, and the County, with assistance from consultants, worked to involve housing, social services, and other agencies in the community engagement process, including direct solicitation for these agencies to participate in the community survey, stakeholder meetings, and focus groups for the Con Plan, which drives subsequent Action Plans.

Stakeholder participants were asked questions and provided feedback on priorities, issues, and solutions in relation to CDBG-eligible activities such as housing, neighborhood revitalization, and low- to moderate-income household issues. They were asked about their top priorities, neighborhood revitalization, housing problems and their solutions, local organization support, families vulnerable to crisis, broadband internet issues, and how the jurisdiction should spend CDBG funding.

The responses were very helpful for the Needs Assessment and Strategic Plan of the Consolidated Plan, to analyze alongside data from the

census and HUD, especially for topics pertaining to housing needs, the needs of those experiencing homelessness, services for housed individuals with disabilities, and community development needs.

In preparation for the PY 2026-2027 Annual Action Plan, City staff consulted with new grant applicants or returning applicants with a new program who were interested in applying for CDBG funding to discuss their proposed activity and whether it met a Gilroy priority need, HUD national objective, if it was an eligible CDBG activity, and to answer any grant related questions. The NOFA and CAPER results public hearing slide presentation was made available to the public on the City's CDBG webpage www.cityofgilroy.org/cdbg.

In addition, City staff is continually assessing community needs through its monthly collaboration with the South County Collaborative, Unhoused Service Providers Network, Housing CDBG Coordinators' meeting, as well as from quarterly programmatic information received from the CDBG grant recipients to ensure that the priority needs and goals identified in the 2025-2030 Consolidated Plan continue to accurately represent the needs of low-income Gilroy residents each program year.

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

Outreach is essential to the City's ability to create an accurate and effective plan, and to allocate resources appropriately. The City, in partnership with the County, made extensive efforts to solicit citizen participation during the Consolidated Plan process which in turn drives each year's Annual Action Plan. Below is a summary of the steps taken for the Consolidated Plan, along with the efforts made for PY 2026-2027.

First, the City attempted to reach as many residents as possible, primarily low-income persons/families, disabled persons, elderly persons, and families with minor children. Receiving feedback directly from residents who may potentially receive assistance from grant funds is crucial for the CDBG program's effectiveness. Second, the City reached out to practitioners, agencies, leaders, organizations, and companies who may have the specialized knowledge, experience, resources, and capacity to discuss needs, opportunities, solutions, investments, and how community improvements can be made. Third, the City encouraged all residents to weigh in on community needs and opportunities for improvements through resident participation opportunities.

The City offered several opportunities and various methods for participation and public comment throughout the development of the Consolidated Plan, the 2026 - 2027 Annual Action Plan (AAP) and the Citizen Participation Plan (CPP), including:

1. Regional Needs Survey
2. Pop-Up Events
3. Regional Forums
4. Focus Groups
5. Joint Community Meetings on Consolidated Plan Process and Assessment of Fair Housing
6. Stakeholder Consultations
7. Public Hearings and a Comment Period for Draft Documents for current AAP

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Publicly noticed in the Gilroy Dispatch on 1/30/26, emailed to nonprofit agencies, posted on City website, social media, city hall, and library. Application packet available 2-6-26. 2-17-26 virtual public hearing. 12 agencies attended the public hearing on the PY 2026-2027 NOFA and PY 2024-2025 CAPER results.	Agencies asked questions related to the NOFA. See AP-05, section 5 for a summary of the public comment received at public hearing.	All questions were welcomed, and one comment was accepted and noted.	Cityofgilroy.org/cdbg

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Publicly noticed in the Gilroy Dispatch on 1/30/26, emailed to nonprofit agencies, posted on City website, social media, city hall, and library. Application packet available 2-6-26. 2-17-26 virtual public hearing. 12 agencies attended the public hearing on the PY 2026-2027 NOFA and PY 2024-2025 CAPER results	Agencies asked questions related to the NOFA. See AP-05, section 5 for a summary of the public comment received at public hearing.	All questions were welcomed, and one comment was accepted and noted.	Cityofgilroy.org/cdbg

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Virtual Public Hearing	Non-targeted/broad community	Publicly noticed in the Gilroy Dispatch on 1/30/26, emailed to nonprofit agencies, posted on City website, social media, city hall, and library. Application packet available 2-6-26. 2-17-26 virtual public hearing. 12 agencies attended the public hearing on the PY 2026-2027 NOFA and PY 2024-2025 CAPER results	Agencies asked questions related to the NOFA. See AP-05, section 5 for a summary of the public comment received at the public hearing.	All questions were welcomed, and one comment was accepted and noted.	Cityofgilroy.org/cdbg

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	Publicly noticed the following on 3/13/26, in the Gilroy Dispatch: City Council Public meeting 4/6/26, to receive public comments and Council direction on CDBG funding allocations. City Council public hearing 5/4/26, to announce 30-day public comment period from 3/13/26 to 4/13/26, for the draft AAP, funding allocations, and draft Citizen Participation Plan. Public	4-6-26, one written public comment was received from a nonprofit applicant supporting the draft AAP, services to increase the support for low-income Gilroy residents, affordable housing with a 10% requirement for fully accessible units, and support for their program and other nonprofits serving the elderly and disabled. See AP-05, section 5 for a summary of the public comment.	There were no comments that were not accepted.	Cityofgilroy.org/cdbg

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Publicly noticed the following on 3/13/26, in the Gilroy Dispatch: City Council Public meeting 4/6/26, to receive public comments and Council direction on CDBG funding allocations. City Council public hearing 5/4/26, to announce 30-day public comment period from 3/13/26 to 4/13/26, for the draft AAP, funding allocations, and draft updated Citizen Participation Plan.	TBD	TBD	Cityofgilroy.org/cdbg

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6	Public Meeting	Non-targeted/broad community/Language interpretation via Wordly.	Public meeting 4/6/26 to receive direction from City Council on CDBG funding allocations and public comment.	Two nonprofit representatives attended the 4/6/26 meeting, provided comments related to their programs and requested Council support to receive CDBG funding. One resident and Rebuilding Together Silicon Valley board member requested Council support for one of the programs. See AP-05, section 5 for a summary of the public comments. The public comment period was open through April 13, 2026.	There were no public comments that that were not accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Non-targeted/broad community/Language interpretation via Wordly.	Public hearing 5-4-26 to receive final input on draft Citizen Participation Plan, funding allocations, and the draft AAP, for Council's consideration and adoption.	TBD	TBD	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

For PY 2026-2027, the City of Gilroy anticipates CDBG funding as detailed below, including $906.74 in prior year resources from PY 2024-2025 and $21,211.01 from PY 2025-2026, to be reallocated to non-public service activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of Con Plan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	362,315.00	0.00	22,117.75	384,432.75	1,200,000.	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

HUD allocations are critical to overcoming barriers; however, they are not sufficient to address all the needs of LMI households. Therefore, the City will continue to leverage other funding sources, including Permanent Local Housing Allocation (PLHA) from the state of California, to provide services to populations in need.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City's 2023-2031 Housing Element identified two publicly owned property sites with potential for

development:

- **8th and Alexander:** The City is partnering with the Santa Clara County Office of Supportive Housing regarding the development of affordable housing at the publicly owned (County owned land) property at 8th and Alexander.
- **880 Sunrise Drive:** This 1.98-acre site is partially occupied by a City of Gilroy fire station, with the remainder being vacant. The site is zoned PF (Park/Public Facilities District), which permits City or other governmental agency facilities. The realistic capacity for this site is 21 lower-income units on the vacant land and parking lot portions, while retaining the fire station. This site is included in the RHNA sites inventory as an opportunity site and is publicly owned.

The City of Gilroy is actively considering and utilizing its publicly owned land for affordable housing development and is committed to complying with regulations regarding surplus lands. Currently the city is working with California Housing and Community Development to complete the process of declaring four properties as surplus sites. In May of 2025, city staff met with developers and discussed affordable housing opportunities, housing element goals, and opportunity sites. This meeting will continue annually.

Discussion

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

The funding allocations listed below are tentative pending City Council direction.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Supportive/Public Services for Special Populations	2026	2027	Non-Homeless Special Needs	Citywide	Public Services for Vulnerable Populations	CDBG: $54,347.25	Public service activities other than Low/Moderate Income Housing Benefit: 89 unduplicated persons
2	Invest in Community Development and Neighborhood Revitalization	2026	2027	Non-Housing Community Development	Citywide	Community Development and Public Facilities	CDBG: $128,811.25	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,452 unduplicated persons
3	Support and Preserve Affordable Housing	2026	2027	Affordable Housing	Citywide	Affordable Housing	CDBG: $128,811.25	Homeowner Housing Rehabilitated: 9 unique households
4	Prevent and Reduce Homelessness	2026	2027	Homelessness	Citywide	Homelessness Response and Prevention	CDBG: $0.00	

Table 6 – Goals Summary

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Goal Descriptions

1	**Goal Name**	Support and Preserve Affordable Housing
	Goal Description	- Permanent affordable rental housing with services - Home rehabilitation for lower-income residents for safety and accessibility improvements
2	**Goal Name**	Prevent and Reduce Homelessness
	Goal Description	Homelessness
3	**Goal Name**	Increase Supportive /Public Services for Special Populations
	Goal Description	- A resource/navigation center to connect people with resources, including migrant/agricultural/seasonal workers - Youth activities, especially out of school time (after school, summer) - More staffing for consistent programming and resources at the senior center - Affordable childcare - Mental health services- Services for foster youth, seniors, and people with disabilities
4	**Goal Name**	Invest in Community Development and Neighborhood Revitalization
	Goal Description	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit will occur in a LMI qualifying area.

AP-35 Projects - 91.420, 91.220(d)

Introduction

For PY 2026-2027, the City was allocated $362,315 in CDBG entitlement funds.

PY 2026-2027 will be a one-year funding cycle for the proposed activities and represents the second

year of the City's 2025-2030 Consolidated Plan.

#	Project Name
1	Public Services- Fair Housing
2	Public Services- Young Mothers Support Services
3	Public Services- Transit Services
4	Public Services- Housing and Emergency Services for Persons with Disabilities
5	Public Services- Tenant-Landlord Services
6	Housing Rehabilitation and Accessibility Modification
7	Sidewalk Improvements
8	Program Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. Public service funds are always in high demand, but with limited funding, it is difficult to fund these programs to their fullest potential while staying within HUD parameters. The City continues to utilize its CDBG funding to the greatest extent possible to serve as many underserved needs as they are able in each program year.

Allocation priorities are determined based on the needs identified by analyzing data from HUD, American Community Survey, and other sources and soliciting feedback from community members and local stakeholders. The City awards CDBG funds to organizations to provide public services and housing for low-income and special needs households, as well as for public facilities and improvements that will primarily benefit low-income persons.

HUD requires that 70 percent of all CDBG funds be spent on activities benefiting low- and moderate-income (LMI) persons, with incomes at or below 80% of the AMI, adjusted for household size.

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AP-38 Project Summary

Project Summary Information

The funding allocations listed below are tentative pending City Council direction.

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1	**Project Name**	Public Services- Fair Housing
	Target Area	Citywide
	Goals Supported	Support and Preserve Affordable Housing Increase Supportive/Public Services for Special Populations
	Needs Addressed	Affordable Housing
	Funding	CDBG: $10,869.45
	Description	Project Sentinel's Fair Housing Program will address illegal housing discrimination by investigating complaints, administering audits, conducting community outreach and education, and pursuing appropriate remedies when federal and state fair housing laws are violated. HUD Matrix Code: 05J / National Objective: LMC (income verification required)
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	3 Low/mod income households will receive fair housing services where a case investigation is opened. A much larger number of residents will be assisted via outreach, intake, and consultation services.
	Location Description	8339 Church St., Ste. 104 Gilroy, CA 95020
	Planned Activities	The Fair Housing Program will address illegal housing discrimination by investigating complaints, administering audits, conducting community outreach and education, and pursuing appropriate remedies when federal and state fair housing laws are violated.
2	**Project Name**	Public Services- Young Mothers Support Services
	Target Area	Citywide
	Goals Supported	Increase Services for Special Populations
	Needs Addressed	Supportive Services
	Funding	CDBG: $10,869.45

	Description	Shine Together's Young Mother's Support Services Program will provide educational navigation and advocacy, parenting education, and social-emotional learning to 10 young Gilroy mothers and their children at San Ysidro Park. The program began in Gilroy in 2025 to address the growing unmet need in south county. HUD Matrix Code: 05D / National Objective: LMC
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	9 low-income mothers and their children
	Location Description	San Ysidro Park 7700 Murray Ave. Gilroy, CA 95020
	Planned Activities	The Young Mothers Support Services Program will provide young low-income mothers between the ages of 13-25 with expanded access to education, essential resources, and supportive relationships to families facing poverty, school disruption, housing instability, and mental health stress, in collaboration with South County Heals, South County Youth Task Force, and the Neighborhood Safety Unit.
3	**Project Name**	Public Services- Transit Services
	Target Area	Citywide
	Goals Supported	Increase Services for Special Populations
	Needs Addressed	Supportive Services
	Funding	CDBG: $10,869.45
	Description	Sourcewise's Transit Services Program will provide timely, free transit rides to 20 low-income 60+ and/or disabled adults to local medical/dental appointments, pharmacies, grocery stores, and to socialize at the Senior Center. HUD Matrix Code: 05E / National Objective: LMC (presumed benefit)
	Target Date	6/30/2027

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	Estimate the number and type of families that will benefit from the proposed activities	20 low/mod income Gilroy residents
	Location Description	16340 Montrey Rd. Morgan Hill, CA 95037
	Planned Activities	The Transit Services Program will provide free transit rides to Gilroy seniors and/or disabled adults to local medical appointments, pharmacies, grocery stores, and to socialize at the Senior Center.
4	**Project Name**	Public Services- Housing and Emergency Services for Persons with Disabilities
	Target Area	Citywide
	Goals Supported	Increase Services for Special Populations and Prevent and Reduce Homelessness
	Needs Addressed	Supportive Services
	Funding	CDBG: $10,869.45
	Description	Silicon Valley Independent Living Center's Housing and Emergency Services for Persons with Disabilities Program will provide counseling, support and assistance to low-income Gilroy residents who have a disability or chronic health condition to assist in their transition from homelessness, health care facilities, or unstable or temporary housing into permanent, affordable, accessible, integrated housing. HUD Matrix Code: 05X / National Objective: LMC (presumed benefit and persons requiring income verification)
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	43 low-income Gilroy residents with disabilities.
	Location Description	7881 Church St., Ste. C Gilroy, CA 95020

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	Planned Activities	The Housing and Emergency Services for Persons with Disabilities Program will serve Gilroy residents with disabilities or a chronic health condition in their transition from homelessness, health care facilities, or unstable or temporary housing into permanent affordable, accessible, integrated housing, and will provide emergency housing assistance, as funding is available, including security deposits and first month's rent, assistive technology information & referral, home accessibility modification referrals, supplemental food, and referrals to organizations that provide assistance to ensure long-term sustainability of their independent living environment.
5	**Project Name**	Public Services- Tenant-Landlord Services
	Target Area	Citywide
	Goals Supported	Support and Preserve Affordable Housing and Increase Supportive/Public Services for Special Populations
	Needs Addressed	Supportive Services
	Funding	CDBG: $10,869.45
	Description	Project Sentinel's Tenant-Landlord Services Program will provide tenant-landlord counseling services to Gilroy residents to prevent eviction and housing instability through information and referral, case management, dispute resolution through conciliation or mediation, and community education. HUD Matrix Code: 05K / National Objective: LMC (income verification required)
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	14 low/mod income individuals
	Location Description	8339 Church St., Ste. 104 Gilroy, CA 95020

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	Planned Activities	The Tenant-Landlord Services Program will provide counseling services to prevent eviction and housing instability, including information and referral, case management, dispute resolution through conciliation or mediation, and community education. Staff will educate tenants and housing providers on their rights and responsibilities and assists in resolving disputes related to terminations, rent increases, habitability, deposits, and other rental concerns.
6	**Project Name**	Housing Rehabilitation and Accessibility Modification
	Target Area	Citywide
	Goals Supported	Support and Preserve Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $128,811.25
	Description	Rebuilding Together Silicon Valley's Housing Rehabilitation and Accessibility Modification Program will provide low-income homeowners with free critical health and safety repairs, accessibility improvements, and limited rehabilitation for mobile homes, condominiums, and single-family homes to address urgent needs and help the beneficiaries safely age in place. HUD Matrix Code: 14A / National Objective: LMH
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	9 low/mod households
	Location Description	1701 S. 7th St.#10 San Jose, CA 95112-6000

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	Planned Activities	The Housing Rehabilitation and Accessibility Modification Program will provide low-income homeowners with free critical health and safety repairs, accessibility improvements, and limited rehabilitation for mobile homes, condominiums, and single-family homes to address urgent needs. Examples of proposed work include improvements such as grab bars and ramps, limited rehabilitation for mobile homes, condos, and single-family homes. These repairs address housing instability, prevent displacement and enable older adults and individuals with disabilities to safely age in place. Their team has over 21 years of experience administering publicly funded home repair programs across Santa Clara County, securing 26.3 million in CDBG funding and completing more than 5,900 projects, and has established systems for eligibility verification, construction management, contractor oversight, and compliance reporting to ensure timely and responsible use of funds.
7	**Project Name**	Sidewalk Improvements
	Target Area	Citywide
	Goals Supported	Invest in Community Development
	Needs Addressed	Community Development and Public Improvements
	Funding	CDBG: $128,811.25
	Description	City of Gilroy Public Works' Sidewalk Improvements Project provides much needed accessibility improvements at San Ysidro Park and downtown Gilroy on 7th Street, including ADA-compliant concrete path, curb ramps, sidewalk, curb, gutter, and other incidental items within two low-income census tracts, to meet accessibility compliance and create safe pedestrian pathways. HUD Matrix Code: 03L: Sidewalk Improvements / National Objective: LMA
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	3,452 low/mod income individuals
	Location Description	San Ysidro Park and downtown Gilroy on 7th Street

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	Planned Activities	The Sidewalk Improvements Project will provide much needed accessibility improvements at San Ysidro Park and downtown Gilroy on 7th Street, including ADA-compliant concrete path, curb ramps, sidewalk, curb, gutter, and other incidental items within two low-income census tracts (5126.03 and 5126.04), to meet the accessibility needs of the community by providing vital upgrades. The work includes the furnishing of all labor, materials, incidentals necessary to perform the design and construction of public improvements.
8	**Project Name**	Program Administration
	Target Area	City Wide
	Goals Supported	Planning and Administration
	Needs Addressed	N/A
	Funding	CDBG: $72,463.00
	Description	CDBG Funds will be used to pay for staff time and consultant time related to the overall management and administration of the CDBG Program. HUD Matrix Code: 21A General Program Administration
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	CDBG Funds will be used to pay for staff time and consultant time related to the overall management and administration of the CDBG Program.

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City will continue to utilize CDBG funding to support citywide efforts that primarily meet the needs of the low-income community through the funded non-public service and public service projects.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The city falls just under the citywide LMA (Low- and Moderate-Income Area) definition, with 51% of the population falling within the Low- and Moderate-Income category. All public services and housing activities will serve LMI persons, families, and households citywide.

Discussion

See above.

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The city is subject to the same barriers to affordable housing that exist across the Bay Area. These issues include the high cost of development, constraining the development of affordable housing units in favor of higher-end units, and the lack of developable land, which prevents housing development and increases the price of land.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In its 2023 - 2031 Housing Element, the City of Gilroy identified goals, policies, and programs to remove or ameliorate barriers to affordable housing, including:

Goals and Policies:

Goal 1. Housing Production. Provide adequate residential sites to accommodate projected housing needs and encourage the production of a variety of housing types.

- **Policy 1.1. The City shall encourage the provision of a variety of housing options for Gilroy residents.**
- **Policy 1.2. The City shall strive to ensure adequate land is available at a range of densities to meet Gilroy's existing and projected housing needs.**
- **Policy 1.3. The City shall encourage the provision of new affordable housing.**

Goal 2. Removal of Government Constraints. Remove or reduce governmental constraints to the development, improvement, and maintenance of housing where feasible and legally permissible.

- **Policy 2.1. The City shall periodically review City regulations, ordinances, permitting processes, and residential fees to ensure that they do**

not unreasonably constrain housing development and are consistent with state law.

• Policy 2.2. The City shall continue to provide individuals with disabilities reasonable accommodation through flexibility in the application of land use or zoning when necessary to eliminate barriers to housing opportunities.

• Policy 2.3. The City shall consider the development of single-room occupancy units, studio apartments, micro-units, and other similar unit types that are affordable to extremely low-income residents in higher-density areas of the city.

Programs updated with CY 2025 progress:

- **Program A-2. Surplus Lands/Affordable Housing on City-Owned Sites.** In Progress - Surplus lands are documented in the Annual Progress Report, which is presented to the City Council annually in March and subsequently provided to HCD annually on or before April 1st. City staff has submitted 4 properties to HCD that have been declared as surplus.

- **Program A-5. Revise Neighborhood District Policy.** In Progress - The City is participating in the Santa Clara County Planning Collaborative's Grand Nexus/Affordable Housing Study, which includes a Residential Feasibility Study, an Affordable Housing Analysis, a Residential Nexus Analysis (for small developments), and a Commercial Nexus Study and Feasibility Analysis. Upon completion of the study and implementation of prescribed affordable housing standards, the City will update the Neighborhood District policy to include relevant affordable housing standards adopted by the Council

• Program A-10. Facilitate Missing Middle/Middle Income Housing. Completed and Continuous - A Zoning Amendment implementing this program was adopted on June 3, 2024, Ordinance No. 2024-01. City staff members have been part of the Santa Clara County Planning Collaborative Missing Middle workgroup where cities have come together to share information and learn about opportunities for missing middle housing and to learn about the economics of missing middle housing. The City currently has two projects in the pipeline including a townhome development and an apartment complex, that may be an option for housing for middle income households. Accessory Dwelling Units are also a viable option for missing middle income households. Gilroy has permitted an average of 36 ADUs per year between 2023-2025. The Housing Trust Silicon Valley has a program for first time homebuyers called the "Homebuyer Empowerment Loan Program" (HELP) that missing middle income households can qualify for - links to this program can be found on the City's Housing and Community Services "Homebuyer Assistance" webpage. The City recently prepared a list of all corners lots in R1 and R2 zones that are greater than 8,000 sq ft with single family homes that could be eligible for SB 9. Information is being mailed to the homeowners at each lot to make them aware of the opportunity. Additional information

about these sites can be found on the City Senate Bill 9 webpage.

• **Program A-11. Inclusionary Housing Policy.** In Progress - The City originally hired a consultant who conducted an Inclusionary Housing Feasibility Analysis and recommended that a policy for both ownership and rental projects be future-tested and planned for improved economic conditions in the future. The City pivoted and joined the Santa Clara County Planning Collaborative's Grand Nexus/Affordable Housing study, which will encompass a Residential Feasibility Study, an Inclusionary Analysis, a Residential Nexus Analysis (for small developments), and a Commercial Nexus Study and Feasibility Analysis. The Grand Nexus study will include an in-lieu fee component

• **Program A-12. Incentives Beyond Density Bonus State Law.** In Progress - The City originally hired a consultant who conducted an Inclusionary Housing Feasibility Analysis and recommended that a policy for both ownership and rental projects be future-tested and planned for improved economic conditions in the future. The City pivoted and joined the Santa Clara County Planning Collaborative's Grand Nexus/Affordable Housing study, which will encompass a Residential Feasibility Study, an Inclusionary Analysis, a Residential Nexus Analysis (for small developments), and a Commercial Nexus Study and Feasibility Analysis. The Grand Nexus study will include an in-lieu fee component. The City has partnered with Santa Clara County Office of Supportive Housing and the Santa Clara County Housing Authority to move forward a 100% affordable housing project on a County-owned property that will focus on housing for agricultural workers, where the City has agreed to waive impact fees for this development. While this is not a standard City policy, it demonstrates the City's interest in supporting housing incentives for households with special housing needs.

• **Program B-1. Residential Development Ordinance (RDO) Removal.** In Progress – The RDO will be removed as part of the City's ongoing effort to implement the Housing Element through a comprehensive zoning ordinance update. Although the RDO has not been repealed from the code, SB 330 and SB 8 make the ordinance null and void. Additional information is available on the Senate Bill 330 (SB 330) webpage.

• **Program B-2. Zoning and General Plan Densities.** In Progress – The City is in the process of preparing a comprehensive zoning ordinance update to implement the Housing Element. All submitted projects will continue to be processed in compliance with applicable State law, both prior to and following adoption of the code amendment.

• **Program B-5. Permit Streamlining -** In Progress – The City is preparing a comprehensive zoning ordinance update that includes streamlining the development processes for historic structures and districts. The Building Division website includes example residential permits in compliance with AB 2234. The City has implemented streamlined permitting for all SB 9 applications and follows the zoning ordinance for determining whether an addition on a historic site creates a significant impact requiring a discretionary review.

• **Program B-6. Objective Standards -** In Progress - A draft zoning ordinance that includes objective development standards and findings of approval is in process. The City will also evaluate design guidelines per this program. Affordable housing project objective standards will be

updated upon adoption of an Affordable Housing Ordinance. The City has adopted Objective Design Standards for mixed-use residential and multi-family residential projects.

• **Program B-7. Zoning Ordinance Update.** In Progress - The zoning amendment adopted by the City Council on June 3, 2024 (Ordinance No. 2024-01) includes a requirement for the replacement of demolished units on the Sites Inventory and a clarification regarding FAR in mixed-use projects. The remaining items will be considered within the comprehensive zoning ordinance update.

• **Program B-8. Entitlement Road Webpage. Completed -** Completed - Posted on City website

• **Program B-9. Building Department Webpage.** Completed - The Building Division website was updated in 2023 to include example residential permits in compliance with AB 2234. The website includes plan submittal checklists (for application completeness), and example permits that received a final building permit approval. The example permits include accessory dwelling units, duplexes, multifamily / mixed-use projects, townhomes, custom single-family home, and single-family tract home. The website continues to be updated as required by new legislation or zoning updates.

• **Program B-10. Zoning Code Annual Updates. In Progress -** Continuous - The City updated the Accessory Dwelling Unit Ordinance in 2023 and 2025, created a webpage with a list of properties that can be approved ministerially pursuant to Government Code Section 65583.2, and will be completing a comprehensive update of the entire Zoning Ordinance to implement other Housing Element programs.

• **Program C-1. Monitoring of Units At Risk of Converting to Market Rate -** Continuous - The City reviews affordable housing term expirations as part of its annual monitoring program. In 2025, the City collaborated with the County of Santa Clara Office of Supportive Housing to implement a Pilot Below-Market-Rate Preservation Program. During 2025, the City used a loan from the County to purchase a resale BMR senior home and resold to another low-income senior household. The City expects to process one City/County Pilot BMR Preservation program unit annually. The City is participating in the Santa Clara County Planning Collaborative Comprehensive Grand Nexus/Affordable Housing Study, which will encompass a Residential Feasibility Study, an Affordable Housing Analysis, a Residential Nexus Analysis (focused on small developments), and a Commercial Nexus Study and Feasibility Analysis. The Grand Nexus study will include an in-lieu fee component.

• **Program C-2. Housing Rehabilitation.** Continuous - In FY 2022-23, Rebuilding Together Silicon Valley was awarded a CDBG grant for $140,000. In FY 2023-24, Rebuilding Together Silicon Valley was awarded a CDBG grant for $258,000. In FY 2024-25, Rebuilding Together was awarded a CDBG grant for $179,942.32. In FY 2025-26, Rebuilding Together was awarded a CDBG grant for $149,199.59. Program information is available on the City Block Grant Funds & Home Modification webpages. Annually, City staff and Rebuilding Together staff present the program at

the Senior Center. The City will facilitate TEFRA hearings, as needed.

• **Program C-4. Resale Control on Owner Occupied Below Market -Rate Units.** Continuous - Annually, the BMR Program Administrator conducts compliance monitoring for BMR portfolio homes. In 2024 and 2025, the City's BMR Administrator and City staff conducted a community meeting to answer questions and explain resale restriction agreements to current homeowners. In 2024 and 2025, the City's BMR Program Administrator conducted a compliance certification via mail to confirm that residents were complying with their resale agreement and restrictions. The City BMR Administrator Gilroy webpage also offers over 20 different "how-to" and "info" videos about the program, along with monthly FAQ virtual meetings where homeowners can ask questions. City staff has collaborated with the Santa Clara County Office of Supportive Housing to create a Pilot BMR Preservation Program - see C-1 above.

• **Program C-5 – Resale Control on Rental Below Market Rate Units.** Continuous - For renter-occupied units in 100% affordable developments, the BMR Program Administrator sends information to property owners regarding resale restrictions outlined in their Regulatory, Loan, or Density Bonus Agreements and conducts an annual compliance audit. In 2025, the City BMR Administrator completed outreach and administered the annual re-certification procedures for 100% affordable housing developments to confirm compliance with City and other regulatory agreements.

• **Program C-6 – Identification and Preservation of At-Risk Units.** Continuous - The City's BMR Program Administrator continues to update the City's inventory of BMR units. City staff have collaborated with the Santa Clara County Office of Supportive Housing to create a Pilot BMR Preservation Program (see C-1 above). This process provides an opportunity to purchase and to resell low-income BMR units to remain in the program for an additional 30 years. In 2025, one unit was purchased and resold to another low-income senior household. The low-income household utilized County and City down payment assistance to purchase the home. When units become available for resale, the new program will enable the City to purchase and maintain affordability for other low-income households.

• **Program D-2- Funding Sources to Assist Homeownership.** Continuous - The City's webpage provides information on homebuyer assistance, including the Santa Clara County Homebuyer Empowerment Loan Program (HELP), the California Housing Finance Agency (CalHFA) First Mortgage Programs and Down Payment Assistance Programs, and the CalHFA's Accessory Dwelling Unit (ADU) Grant Program. In 2025, the City conducted workshops in English and Spanish with over 232 attendees to inform the community of these resources. The City has BEGIN and CalHome ReUse Down Payment Assistance loans available for low-income households and used BEGIN funds for down payment assistance on the Pilot BMR Preservation Program resale unit - see C-1 above.

• **Program D-4 – Pursue Funding for Affordable Housing.** Continuous - Permanent Local Housing Allocation (PLHA) funding from the State through application and partnership with Santa Clara County is anticipated to occur in 2026. The City continues to receive annual CDBG funding and supports two 100% affordable developments with 0% interest rate CDBG loans, allowing them to refinance and rehabilitate the properties. City staff will apply for Federal Housing Trust Fund funding, if available, in 2026. The City is participating in the Santa Clara County Planning

Collaborative Grand Nexus/Affordable Housing Study, which may suggest housing in-lieu fees as part of a possible Affordable Housing Policy. The Grand Nexus study will include an in-lieu fee component. See A-11 above. The City has been working in collaboration with the Santa Clara County Office of Supportive Housing and the Santa Clara County Housing Authority to plan the affordable housing development at 8th and Alexander Streets in Gilroy. See A-14 above. There is one 100% affordable housing development expected to have building permits issued in 2026 - this development will contain 94 units. City has provided all necessary documentation for funding and entered into a Density Bonus Agreement for the project. City staff directs developers to the City's opportunity sites and hosted a Developer Roundtable in May of 2025, with plans to host annually.

• **Program E-1 – Priority Water and Sewer Service for Affordable Housing Developments -** Continuous - This policy is currently in place and used in standard practice. The City has not identified a need to update the Policy. The City of Gilroy provides sewer and water services to all residents. The 2023-2031 Housing Element has been posted on the City's website. The City's water and sewer service website also provides information on the Low-Income Household Water Assistance Program. The City also promotes City funded rental and utility assistance available to low-income residents via monthly utility bills and Utility website.

• **Program E-5 - Incentivize M-Units.** In Progress - A draft zoning ordinance amending regulations for efficiency units is under preparation and will be presented to the Planning Commission and City Council upon completion. In the meantime, all submitted projects are being processed in compliance with applicable State Law, both prior to and following adoption of the code amendment.

• **Program E-6 - Parking Requirements for Senior Housing.** In Progress - The City will conduct a study to determine if updated senior parking standards should be included in the Zoning Ordinance update. The implementation status will be updated in future years in accordance with this program. Preliminary data has been collected by City staff, and this will be included in the comprehensive zoning code update.

• **Program E-10 – Development and Rehabilitation of Housing for Persons with Disabilities.** In Progress - A Zoning Amendment including streamlining the permit process for residential care homes was adopted on June 3, 2024, Ordinance No. 2024-01. The modified reasonable accommodation findings will be part of the comprehensive zoning code update.

• **Program E-11 - Housing for Extremely Low Income and Special Needs Households.** Continuous - The City received Permanent Local Housing Allocation (PLHA) funding from the State through application and partnership with Santa Clara County. The City will apply for Federal Housing Trust Fund funding, if available, in 2026. The City is participating in the Santa Clara County Planning Collaborative Grand Nexus/Affordable Housing Study that may develop housing in-lieu fees as part of a possible Affordable Housing Ordinance. See A-11 above for update. City has been working in collaboration with Santa Clara County Office of Supportive Housing and the Santa Clara County Housing Authority to plan the potential affordable housing development at 8th and Alexander Streets in Gilroy. See A-14 above for further project updates. The fully entitled 100% affordable housing development on Monterey Street will provide at least 21 units restricted to households earning 50% AMI or less.

Developer Roundtables are planned at a minimum annually each May, with the first one held in 2025. The Pilot BMR Preservation program provided housing for one new low-income senior household through acquisition and down payment assistance from both the County and the City. See C-1 above for Pilot BMR Preservation Program update. The City continues to provide community outreach regarding the Santa Clara County Manufactured Home Purchase program and to seek funding to rehabilitate local mobile home parks to add more units**.**

• **Program E-13- Permanent Supportive Housing -** Completed - A Zoning Amendment implementing this program was adopted on June 3, 2024, Ordinance No. 2024-01.

• **Program F-4 - Housing Mobility and Choice in Higher Opportunity Areas -** Continuous - An update on each of these programs is identified under their respective program number. See A-10, A-11, and A-12 above.

• **Program G-1 – Collaboration with Development Community -.** In Progress - City staff created a list of Gilroy developers over 2023 and 2024 while conducting outreach for CDBG Consolidated Plan, the Affordable Housing Feasibility Study, the Grand Nexus/Affordable Housing Study, and Station Area Visioning Study outreach, and through Planning and Building permit applications. The first annual Developer Roundtable was hosted in May of 2025.

• **Program G-3 - ADU Education. In progress -** In Progress - The City Building and Planning Divisions' ADU webpages were consolidated, with a link to pre-approved ADU plans gallery. City staff tracks ADU permit issuance and will collaborate to create an ADU marketing program and encourage residents to participate in the Santa Clara County ADU loan program with expected funding in late 2026.

Discussion

See above.

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

See below.

Actions planned to address obstacles to meeting underserved needs

The Needs Assessment and Market Analysis of the 2025-2030 Consolidated Plan helped develop the city's priority needs for LMI persons, persons experiencing homelessness, special needs populations, and community service needs.

Actions planned to foster and maintain affordable housing

Rebuilding Together Silicon Valley will provide minor home repair, accessibility, and rehabilitation projects for LMI homeowners. These rehabilitation projects are for homeowners who otherwise could not afford to make critical repairs in their homes, thus potentially resulting in health and safety issues that could cause a home to become uninhabitable and may lead to homelessness. Additionally, a home that lacks proper accessibility for its owner may lead to a serious accident that could cause an even larger physical and financial burden. In PY 2023-2024, Rebuilding Together Silicon Valley increased its allowable amounts/awards to homeowners with the aim of completing a few larger scale projects that will preserve affordable housing for these low-income homeowners. For PY 2025-2026, the City Council directed resources toward completing more small-scale projects to ensure broader public benefit and reach more residents rather than larger, costly projects.

Actions planned to reduce lead-based paint hazards

The City provides information about lead-based paint hazards at the Community Development counter for properties being rehabilitated or acquired for affordable housing.

Additionally, when applicable, any homeowner units that participate in Rebuilding Together Silicon Valley's affordable housing project will be assessed for possible lead-based paint prior to rehabilitation.

Actions planned to reduce the number of poverty-level families

The City works to reduce the number of poverty-level families through all projects by making the projects available to LMI households citywide. Some projects were created to address the need to expand economic opportunities for lower-income people, and others may offer additional benefits in reducing poverty, simply by way of design.

- Shine Together's Young Mothers Support Services Program will provide young low-income mothers between the ages of 13-25 with expanded access to education, essential resources, and

supportive relationships to families facing poverty, school disruption, housing instability, and mental health stress, in collaboration with South County Heals, South County Youth Task Force, and the Neighborhood Safety Unit.

- Silicon Valley Independent Living Center's Housing and Emergency Services for Persons with Disabilities Program will serve Gilroy residents with disabilities or a chronic health condition in their transition from homelessness, health care facilities, or unstable or temporary housing into permanent affordable, accessible, integrated housing, and also provides emergency housing assistance, as funding is available, including security deposits and first month's rent, assistive technology information & referral, home accessibility modification referrals, supplemental food, and referrals to organizations that provide assistance to ensure long-term sustainability of their independent living environment. The project provides housing search services that benefit low- or extremely low-income persons with disabilities, of all ages, including seniors and youth.
- Sourcewise's Transit Services Program will provide free transit rides to Gilroy seniors and/or disabled adults to local medical appointments, pharmacies, grocery stores, and to socialize at the Senior Center.
- Project Sentinel's Tenant-Landlord Services Program will provide counseling services to prevent eviction and housing instability, including information and referral, case management, dispute resolution through conciliation or mediation, and community education. Staff will educate tenants and housing providers on their rights and responsibilities and assist in resolving disputes related to terminations, rent increases, habitability, deposits, and other rental concerns.
- Project Sentinel's Fair Housing Program provides services to address the incidence of illegal housing discrimination by investigating complaints, administering systemic audits, conducting community outreach and education, and seeking redress for victims of such discrimination. The agency also educates housing providers in an effort to prevent fair housing complaints.

Actions planned to develop institutional structure

The City is financially constrained and cannot meet all the needs identified in the Needs Assessment; however, the City continues to enter into partnerships with nonprofits to strategically address some community needs, as well as seek additional funding to work to meet all needs identified in the Needs Assessment. An especially pressing issue is meeting the needs of the City's growing unhoused population. The City will continue to provide a platform for collaboration and partnership between the City and service providers to connect unhoused individuals and families with services through the monthly USPN meetings. Additionally, the City provides resources and information for unhoused individuals on its website at https://www.cityofgilroy.org/unhoused

Actions planned to enhance coordination between public and private housing and social

service agencies

- In 2023, 2024, and 2025, City staff continued monthly meetings and collaboration with Santa Clara County Office of Supportive Housing (OSH) staff regarding the development of affordable housing at the County-owned property located at 8th and Alexander. After City and County staff drafted a Request for Offers (RFO) to be presented to affordable housing developers, the Santa Clara County Housing Authority approached the County about developing the property. During 2025, the Santa Clara County Housing Authority (SCCHA) contracted with FORA to begin creating a community outreach plan and to begin reaching out to local stakeholders. City staff connected FORA with local stakeholders and community members in 2025 to begin the community outreach process. Eight stakeholder meetings have been conducted, and the community outreach stakeholder process is expected to be complete in 2026. Public outreach is also expected to occur in 2026.

- The City has joined the Santa Clara County Office of Supportive Housing BMR Partnership Program, which has an ADU and JADU loan component. The program will allow borrowers to use the funding to purchase a home with an ADU or JADU, to construct a new ADU or JADU, or to repair, reconstruct, or rehabilitate an existing ADU or JADU, which may include converting existing space to add to an ADU or JADU. City staff will promote the County program in high resource areas in Gilroy. The County hopes to have funding for the ADU portion of the partnership during FY 2026.

- In 2025, the City collaborated with the County of Santa Clara Office of Supportive Housing to implement a Pilot Below-Market-Rate Preservation Program. During 2025, the City used a loan from the County to purchase a resale BMR senior home and resold to another low-income senior household. The City expects to process one City/County Pilot BMR Preservation program unit annually.

Discussion

Please see discussion above.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City will continue to collect additional revenue to support the actions noted in the Annual Action Plan. Program Income is collected from various sources to include repayment of past rehabilitation loans. The City does not anticipate receiving any program income in PY 2026-2027.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City will strive to achieve an overall benefit of 100% for this Annual Action Plan, which will span one year. The overall benefit will be measured for PY 2026-2027.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Receive Draft Community Development Block Grant Program Year 2026-2027 Annual Action Plan and Draft Citizen Participation Plan and Provide Direction on CDBG PY 2026-2027 Funding Allocations**
Meeting Date:	April 6, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Sharon Goei, Community Development Director Sandra Nava, Housing and Community Services Coordinator

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Receive draft Community Development Block Grant (CDBG) Program Year (PY) 2026-2027 Annual Action Plan (AAP) and draft Citizen Participation Plan (CPP) and provide direction on CDBG PY 2026-2027 funding allocations.

EXECUTIVE SUMMARY

For CDBG PY 2026-2027 (July 1, 2026 – June 30, 2027), the City anticipates receiving an estimated $400,000 in CDBG entitlement funding from the U.S. Department of Housing and Urban Development (HUD). This estimate is derived from the PY 2025-2026 annual allocation of $380,083. Based on an estimated allocation of $400,000, the funding for public services is $60,000 (capped at 15%) and the funding for program administration is $80,000 (capped at 20%), leaving $260,000.00 for non-public service activities. In addition to the annual allocation, staff has identified $21,604.75 in unexpended CDBG prior years' resources that will be allocated to qualified non-public service activities, bringing the non-public service allocation to $281,604.75. These allocations are included in the draft PY 2026-2027 AAP, which outlines the funding allocations for the program year. PY 2026-2027 will be a one-year funding cycle for the proposed activities and represents the second year of the City's 2025-2030 Consolidated Plan (Con Plan).

Due to the limited funding available and the significantly higher applicant funding requests, staff is presenting the City Council with funding approaches/options to seek input and direction on the final activities to be included in the draft AAP.

This year the Council will also be reviewing and considering the draft CPP and draft AAP for approval and adoption at the May 4, 2026, City Council public hearing. The CPP establishes the policies and procedures by which the City solicits and incorporates public input in the development, implementation, and evaluation of federally funded housing and community development programs.

The proposed update ensures that the City's policies are fully consistent with the public participation requirements established by the U.S. Department of Housing and Urban Development (HUD), specifically under 24 CFR Part 91.105, which governs citizen participation for entitlement jurisdictions preparing Con Plans, AAPs, Substantial Amendments, and Consolidated Annual Performance and Evaluation Reports (CAPER).

The updated CPP strengthens the City's commitment to transparency, accessibility, and community engagement by clarifying outreach procedures, expanding participation opportunities for low- and moderate-income residents and public housing residents, and formalizing procedures for public hearings, access to records, and responses to citizen complaints.

Staff recommends that the City Council receive the draft PY 2026-2027 AAP, draft CPP, receive public comments, and provide direction on PY 2026-2027 funding allocations. Upon direction from the City Council, staff will update the draft PY 2026-2027 AAP to incorporate the funding recommendations.

Staff will return to the City Council on May 4, 2026, for the Council to consider approval and adoption of the CPP, AAP, and funding allocations, prior to staff's submission to HUD.

BACKGROUND

HUD provides annual grants through the CDBG program to local entitlement community grantees, such as the City of Gilroy. The CDBG program provides funding to carry out a wide range of community development activities to revitalize neighborhoods and provide improved community facilities and services. The program's primary objective is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons with low-and moderate-income, defined as families, households, and individuals whose incomes do not exceed 80% of the County area median income, adjusted for family or household size. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Eligible Activities

The CDBG program requires that each activity, except for program administration, must meet one of the three national objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Urgent Need – address a particular urgency that poses serious and immediate threat to the health and welfare of the community

Gilroy's CDBG funded activities must meet the national objective of benefiting low- and moderate-income persons. The CDBG program is flexible in the types of activities that are eligible for funding. The CDBG program allows, but is not limited to, the following activities:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as streets and neighborhood centers
- Public services

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities

ANALYSIS

PY 2026-2027 will be a one-year funding cycle for the proposed activities and represents the second year of the City's 2025-2030 Con Plan. The Con Plan identifies the community development and housing needs for the City's residents. CDBG funds must be used to implement the priority needs and goals identified in the Con Plan.

Available PY 2026-2027 Funding

For PY 2026-2027, the City anticipates receiving an estimated $400,000 in CDBG entitlement funding from HUD. While CDBG funding may be used for a variety of activities, due to HUD's funding caps, the City is limited to only utilizing 15% of the estimated $400,000 annual allocation, or $60,000, on activities that fall under the public service grant category, the most requested application category received each year. Also due to HUD's funding caps, only 20% of the grant, or $80,000, can be allocated to program administration, leaving $260,000 available for non-public service activities. In

addition to the $260,000, staff has identified $21,604.75 in unexpended CDBG prior years' resources that will also be included in the draft PY 2026-2027 AAP and committed to qualified non-public service activities, resulting in $281,604.75 being available for allocation to non-public services.

The following table summarizes the available funding and eligible uses for PY 2026-2027.

Funding	Amount	Eligible Uses		
		Public Service (15% Cap)	Non-Public Service	Program Administration (20% Cap)
PY 2026-2027 Formula Funds (Estimate)	$400,000.00	$60,000.00	$260,000.00	$80,000.00
Prior Years' Resources	$21,604.75	–	$21,604.75	–
PY 2026-2027 Total (Estimate)	$421,604.75	$60,000.00	$281,604.75	$80,000.00

CDBG Applications

The City is responsible for developing a process to disperse its annual CDBG funds to the community. To facilitate this process, the City conducts public outreach and releases a Notice of Funding Availability (NOFA) for each funding cycle that allows interested parties to directly apply for these funds.

The NOFA for PY 2026-2027, including application materials, eligibility criteria, and submittal requirements, was published and released to the public on January 30, 2026

Staff held a virtual public hearing on February 17, 2026, to review the NOFA and application process, answer applicants' questions, and receive public comments on the CDBG program. Prior to application submittal, as described in the application, application instructions, and throughout the public hearing presentation, first-time applicants or applicants with new projects/programs were required to meet with City staff to discuss whether their proposed project/program complies with CDBG eligibility requirements. For this funding cycle, staff utilized a simplified application approach to decrease the burden of information and documentation required at the time of application submittal. The simplified application gathered critical information to determine eligibility and expedited the application process. Those projects/programs recommended for funding will be required to submit a full application prior to the start of the program year to ensure compliance with local and federal requirements. During the

public hearing, staff also highlighted key PY 2024-2025 program achievements from the CAPER and provided a public comment period.

Applications were due March 2, 2026. Staff received nine (9) applications requesting a total of $795,520.89 in funding. A summary of each application's proposed activity and requested funding is provided in the attachment to this staff report.

Staff reviewed applications and supporting documents, determined eligibility based on the project description, conducted HUD research, and analyzed a variety of approaches and options to arrive at the funding recommendations. To facilitate analysis, staff identified applications as either "public service" or "non-public service" based on the funding restrictions.

Public Service Applications

Referring to the attachment, staff received a total of six (6) public service applications for CDBG funding, with funding requests totaling $129,371.89. These applications are competing for an estimated $60,000 in entitlement funds available for public services.

To broaden the distribution of Gilroy resources, the following funding options and approaches are offered for consideration. The options and approaches listed below include all six (6) public service applications, as they are all considered eligible for funding.

- **Equal Distribution Option** – *Fund all public service applications equally with funds available.*

Result: Fund the six (6) eligible public service applications at $10,000 per application (City's grant minimum is $7,500 per application).

Based on this option, the total amount available would be evenly distributed among the six (6) applicants, allowing for the allocation of $10,000 per applicant. This option provides funds to meet a variety of priority needs in the community.

Please refer to the "Equal Distribution Option" column for Public Service in the attachment.

- **Evaluation-Based Option** – *Fund all public service applications based on their evaluation.*

Result: Fund the six (6) eligible public service applications proportionally based on their evaluation.

The evaluation method utilizes the evaluation criteria provided to the applicants and focuses the limited dollars available proportionally based on total scores. The evaluation method focuses on the following criteria:

- Meeting Con Plan priority goals
- Agency's experience providing proposed/similar service
- Efforts to collaborate with other agencies to augment rather than duplicate services
- Program performance/meeting goals in current City funded programs

Based on the evaluation criteria above, staff reviewed each public service application; three (3) were tied for first place, one (1) was in second place, two (2) were tied for third place. The evaluation rating is listed below from high to low:

1. Peer to Peer Support for Unhoused Residents; Fair Housing; Tenant-Landlord Services
2. Housing and Emergency Services for Persons with Disabilities
3. Young Mothers Support Services; Transit Services

Staff acknowledges how important all these services are for the community and how deserving all applicants are for these funds. Based on this option and methodology, funding would be allocated to the applications proportionally based on their scores received during the evaluation process.

Please refer to the "Evaluation-Based Option" column for Public Service in the attachment.

Non-Public Service Applications

Referring to the attachment, staff received a total of three (3) applications for non-public service CDBG funding, with funding requests from Public Works, Rebuilding Together Silicon Valley, and Bay Area Community Health totaling $666,149.00. These non-public service applications are competing for an estimated $281,604.75 in entitlement funds available for non-public services (including $21,604.75 from prior years' resources).

To broaden the distribution of Gilroy resources, the following funding options and approaches are offered for consideration. The options and approaches listed below include all three (3) non-public service applications, as they are all considered eligible for funding.

- **Equal Distribution Option** – *Fund all non-public service applications equally with funds available.*

Result: Fund all non-public service applications an equal amount.

Based on this option, the total amount available would be evenly distributed among the three (3) applicants.

Please refer to the “Equal Distribution Option” column for Non-Public Service in the attachment.

- **Evaluation-Based Option** – *Fund all non-public service applications based on their evaluation.*

Result: Fund the three (3) eligible non-public service applications proportionally based on their evaluation.

The evaluation method utilizes the evaluation criteria provided to the applicants and focuses the limited dollars available proportionally based on total scores. The evaluation method focuses on the following criteria:

- Meeting HUD National Objective Compliance and Community Need
- Agency’s experience completing proposed/similar project and management of CDBG grant
- Project readiness to proceed and ability to comply with HUD timeliness requirements
- Financial feasibility and budget reasonableness

Based on the evaluation criteria above, staff reviewed each application. The evaluation rating is listed below from high to low:

1. Housing Rehabilitation and Accessibility Modification and Sidewalk Improvements projects received equal ratings
2. Gilroy Clinic Improvements Expanding Access for the Elderly

Staff acknowledges how important all these services are for the community and how deserving all applicants are for these funds. Based on this option and methodology, funding would be allocated to the applications proportionally based on their scores received during the evaluation process.

Please refer to the “Evaluation-Based Option” column for Non-Public Service in the attachment.

Summary

Staff has presented the City Council with two public service and two non-public service funding approaches/options to seek input and direction on the final activities to be included in the draft AAP. In the funding allocation attachment, staff has provided a

summary of each applicant's proposed activity, requested funding, and the proposed allocation under each option.

Staff recommends that the City Council receive the draft PY 2026-2027 AAP, draft CPP, receive public comments, and provide direction on PY 2026-2027 funding allocations. Upon direction from the City Council, staff will update the draft PY 2026-2027 AAP to incorporate the funding recommendations.

When HUD releases the actual amount of PY 2026-2027 formula funds, usually in the spring, staff will adjust the proposed allocation for each application proportionally to align with the Council's direction. Staff will also incorporate such adjustments in the AAP.

Following a 30-day public comment period (March 13, 2026 – April 13, 2026), staff will return to the City Council on May 4, 2026, for a public hearing for the Council to consider approval and adoption of the CPP, AAP, and funding allocations prior to staff's submission to HUD.

ALTERNATIVES

The City Council may allocate the funds as it deems appropriate while staying within the maximum percentages (caps) required by HUD.

FISCAL IMPACT/FUNDING SOURCE

CDBG funds are allocated by HUD on an annual basis and will be added to the City's line of credit once the draft AAP is approved by HUD.

CDBG resources are budgeted and expended from the City's CDBG Fund (Fund 245). The resources and funding recommendations will be included in the City's budget update.

PUBLIC OUTREACH

A public comment period from March 13, 2026 – April 13, 2026, is being held for the PY 2026-2027 draft AAP and draft CPP to seek community input, as well as a public meeting on April 6, 2026, and a public hearing that will take place on May 4, 2026.

NEXT STEPS

Upon direction by the City Council, staff will update the draft AAP with the funding recommendations. When HUD releases the actual amount of PY 2026-2027 formula funds, staff will adjust the proposed allocation for each application proportionally to align with the Council's direction. Staff will return to the City Council on May 4, 2026, for

Council to consider approval and adoption of the draft CPP and the draft AAP which will include funding allocations.

Attachments:

1. Draft PY 2026-2027 Application Funding Allocation
2. Draft PY 2026-2027 Annual Action Plan (https://www.cityofgilroy.org/DocumentCenter/View/19943)
3. Draft Citizen Participation Plan (https://www.cityofgilroy.org/DocumentCenter/View/19944)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE CITY OF GILROY FOR THE 2026-2027 FISCAL YEAR

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to the budget for Fiscal Year 2026-2027 (FY27) for the City of Gilroy in the staff report dated May 4, 2026, for the Community Development Block Grant (CDBG) Program Year 2026-2027 Funding Allocations.

NOW, THEREFORE, BE IT RESOLVED THAT the revenue and expenditure appropriations for Fiscal Year 2026-2027 in Fund 245 – CDBG Fund shall be decreased by $15,567.25.

PASSED AND ADOPTED this 4th day of May 2026 by the following roll call vote:

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

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution Approving Tentative Map TM 24-01 and Architectural and Site Review AS 24-07 for the Construction of 42 Townhomes Located at 95 Howson Street (APN 790-36-012)**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Vanessa Sanchez, Planner I

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION
Staff has analyzed the proposed project and recommends that the City Council:

1. Determine this project is exempt from further environmental review pursuant to State CEQA Guidelines Section 15332 (Class 32); and
2. Adopt a resolution approving Vesting Tentative Map TM 24-01, subject to the findings and conditions outlined in the draft resolution; and
3. Adopt a resolution approving Architectural and Site Review Permit AS 24-07, subject to the findings and conditions provided in the draft resolution.

EXECUTIVE SUMMARY
On March 26, 2024, the city received an application for an Architectural and Site Review permit and a Vesting Tentative Map application to construct 42 market-rate townhome units and subdivide the lot for condominium purposes on a 1.99-acre site located at 95 Howson Street in the Downtown Gateway District. On January 30, 2026, a variance application was submitted to request reduced front and street side yard setbacks to accommodate a public right-of-way dedication to the City.

The project will permit the demolition of commercial buildings totaling 14,557 square feet and will address an open soil contamination case with the Santa Clara County Department of Environmental Health. The multi-family, residential development will include 42 townhome condominiums across nine buildings, offering three- and four-bedroom units, with two and a half and three and a half baths, and private, attached

garages. Unit sizes range from 1,430 to 1,900 square feet. The development will also provide 98 parking spaces, a picnic area, a playground, landscaping, private driveways and sidewalks, and on-site stormwater management.

Planning Commission Recommendation: On April 2, 2026, the Planning Commission held a public hearing for Variance V 26-01, Architectural and Site Review AS 24-07, and Tentative Map TM 24-01. The Planning Commission took the following actions on this project:

a) Recommended that the City Council determine this project is exempt from further environmental review pursuant to State CEQA Guidelines Section 15332 (Class 32); and
b) Adopted a resolution approving Variance Permit V 26-01, subject to the findings and conditions provided in the draft resolution; and
c) Recommended that the City Council adopt a resolution approving Architectural and Site Review Permit AS 24-07, with the condition that the proposed street trees be replaced with another tree species from the approved street tree list.
d) Recommended that the City Council adopt a resolution approving Vesting Tentative Map TM 24-01, subject to the findings and conditions outlined in the draft resolution.

Per Gilroy City Code Section 30.50.20, the Planning Commission is the approving body for Variance permits. Therefore, the City Council shall be considering and making a determination on Tentative Map TM 24-01 and Architectural and Site Review AS 24-07 applications only.

BACKGROUND

Subject Property and Surrounding Land Uses**:** The 1.99-acre site is presently developed with commercial buildings that have previously been used for recycling, automobiles sales, and an autobody shop. The buildings are currently vacant and have been unoccupied for approximately two years. The project site is bordered by a mobile home park to the north, Church Street and a vacant lot to the west, and restaurants to the east and south. The surrounding land uses are as follows:

LOCATION	EXISTING LAND USE	GENERAL PLAN	ZONING
Project Site	Automobile Commercial Uses	Downtown Specific Plan Area	Gateway District
North	Mobile Home Park	Downtown Specific Plan Area	Gateway District
South	Restaurant/Howson Street	Downtown Specific Plan Area	Gateway District
East	Restaurant	Downtown Specific Plan Area	Gateway District
West	Vacant/Church Street	High Density Residential	R4 High Density Residential

Environmental Assessment:
The proposed project is exempt under Section 15332 (Class 32) of the California Environmental Quality Act (CEQA) Guidelines, which applies to urban in-fill development sites that are under five acres. The site meets all exemption requirements, including access to adequate utility infrastructure and the absence of other environmentally sensitive characteristics. The project complies with all applicable zoning, General Plan goals and policies, and adheres to the Multifamily Objective Design Standards and the Downtown Specific Plan.

Hexagon Transportation Consultants completed a Vehicle-Miles Traveled (VMT) analysis on July 12, 2024, and an operational analysis on November 25, 2025. The operational analysis identified no concerns, and the VMT analysis found no significant impact to the City's existing VMT threshold. The project will also address an open soil contamination case at the site. Although there is an open Site Cleanup Case (No. 2024-19s) in process, the project will be conditioned to comply with all mitigations and requirements set by the County of Santa Clara Department of Environmental Health prior to occupancy.

ANALYSIS

General Plan Consistency**:** According to the Gilroy 2040 General Plan, the project site is located in the Downtown Specific Plan Gateway District, which allows standalone residential multifamily development at up to 30 units per acre. Staff has confirmed that the proposal conforms to the goals and policies of the General Plan, as demonstrated below.

POLICY #	TITLE AND SUMMARY	ANALYSIS
LU 1.1	**Pattern of Development** Ensure an orderly, contiguous pattern of development that prioritizes infill development and avoids land use incompatibilities	The proposed project is located on an in-fill site and is compatible with the surrounding area. The residential development aligns with the Downtown Specific plan area.
LU 3.2	**Connectivity** Encourage new residential development to incorporate design features that promote walking and connectivity between blocks.	The project will be providing six-foot-wide sidewalks and planting strips along the entire project frontage to improve the pedestrian experience and connectivity.
LU 3.3	**Residential Building Orientation** Encourage new residential development to orient buildings toward streets or public spaces to actively engage the community and provide complete neighborhoods.	The proposed residential buildings are oriented to face Church and Howson Street to help assist with visual interest and engagement of the development with the rest of the downtown.
LU 8.5	**Public Art**	The proposed development will be conditioned to provide public art and will

	Encourage the installation of public art in conjunction with residential and non-residential development.	go through the public art process for final art design approval.
LU 9.1	**Downtown Pedestrian Improvements** Work with private entities to develop and maintain design improvements to create a safe, convenient, and pleasant pedestrian environment that supports the continued revitalization of the Downtown area.	The project will be providing street trees along the project frontage on Church Street and Howson Street to create a pleasant pedestrian experience.
PH 1.4	**Secondary Access** Residential Streets and Developments shall provide secondary access when serving 30 or more single family units or 100 or more multi-family units. The number of units required is subject to review by the Fire Chief.	The project will be providing two access points with a driveway along Howson Street and one along Church Street. The driveway along Church Street will be used for emergency vehicle and solid waste access. There will be a rolling gate installed on the Church Street driveway with clear signage and locking mechanisms to ensure vehicle access is limited.
PH 5.6	**Hazardous Soils Conditions Clean-up** Evaluate new development sites for potential hazardous soils conditions. In cases where contamination is identified, require that all necessary mitigation measures are incorporated into the project to ensure there is no public health danger. When appropriate, refer the project to the proper County or State agency for review.	The project identified soil contamination and has opened a cleanup case with the Santa Clara County Department of Environmental Health. The project will address contamination risk in a Site Management Plan. The Site Management Plan shall identify proposed plans to manage, mitigate, and/or remediate the potential risk of the contamination. All necessary mitigation measures shall be incorporated into the project as required by the Department of Environmental Health.
H 1.1	**Housing Production** The City shall encourage the provision of a variety of housing options for Gilroy residents.	The townhome development will provide a needed housing type for the Gilroy residents and the Downtown Gateway District.

Zoning Code Conformance: The existing zoning for the proposed development is located in the Gateway District (GD). In accordance with the Gilroy City Code (GCC), the project may be permitted with an approved Architectural and Site Review permit. Applicable development standards for the project have been considered for the proposed project, as follows:

STANDARD	REQUIRED	PROPOSED	CONFORMS?
Density	30 units per acre (Maximum)	21 units per acre	Yes
Front Setback *Measured from property line*	15 Feet (Minimum)	10 Feet	Variance approved
Street Side Setback *Measured from property line*	15 Feet (Minimum)	9 feet 6 inches *At narrowest point*	Variance approved
Side Setback *Measured from property line*	15 Feet (Minimum)	15 Feet	Yes
Rear Setback *Measured from property line*	10 Feet (Minimum)	10 Feet	Yes
Building Height	40 Feet (Maximum)	39 Feet 4 Inches	Yes
Stories	3 (Maximum)	3	Yes
Parking	1.5 spaces per unit 1 guest space per 4 units Total: 74 Spaces	2 spaces per unit 14 guest spaces Total: 98 Spaces	Yes

Variance Overview:
A variance was approved due to physical constraints on the property. In order to provide six-foot sidewalks and landscaping strips, the applicant must dedicate seven feet of frontage along Howson Street and two and a half feet along Church Street to the City. The dedication created a unique, non-self-imposed constraint that prevents the project from meeting the required 15-foot setback. Although the setback cannot be achieved, the project still fulfills the intent of the zoning ordinance and Downtown Specific plan. The reduced setback does not conflict with the Gateway Districts' goals of street beautification, enhanced pedestrian experience, or maintaining the desired medium to high density range. In accordance with Gilroy City Code Section 30.50.20(a), staff made all required variance findings and the Planning Commission approved the variance at their April 2, 2026 meeting.

Downtown Specific Plan:
According to the Downtown Specific Plan, the Gateway District is intended to create an inviting entryway to Downtown through the use of architectural enhancements and street beautification. Development in this district should feature enhanced street environments, screened parking areas, and a mix of contemporary architectural styles. Medium to high density residential uses, up to 30 units per acre, are encouraged. The project incorporates enhanced building architecture with varied materials, colors, and forms, while remaining compatible with neighboring buildings. The project complies with allowable density and includes improved sidewalks and landscaping strips. Additionally, the project provides more parking then required by the specific plan. Overall, the project is compliant with the Gateway District.

Multifamily Objective Design Standards:
The proposed development is compliant with the multifamily objective design standards as described below.

Entryway Design:
Residential units facing Church Street and Howson Street have front entries that are oriented to the street. Entryways are accentuated with a gable roof for the covered porches. All garage doors in the project face private streets or driveways and are not visible from the public right-of-way.

Massing and Articulation:
The residential development meets minimum massing break requirements by incorporating projected entries over 24 square feet with varied wall planes. End units along the northern property line are limited to two stories and do not exceed the height of adjacent residences by more than 15 feet. The buildings feature articulated designs of gable roofs, horizontal lap siding, accent awnings, and covered second-floor balconies.

Architectural Elements, Colors, and Materials:
Most units feature balconies over 48 square feet. Balcony walls comply with 15% transparency requirements and include decorative metal railings. All windows and doors shall be trimmed. Overhead storage in the garage provides personal storage and meets minimum size requirements. The buildings will primarily use stucco with horizontal lap siding and offer two color palettes, each with two neutral body colors and two accent colors.

Circulation:
Parking areas are connected by shared driveways and streets within the development. Internal sidewalks connect the development to common areas and public sidewalks along the frontage. Parking spaces are located in private garages or screened from public view behind residential buildings. Short- term bicycle parking is available next to the play area.

Open Space and Common Areas:
The project includes landscaping and outdoor amenities, including a playground and picnic area. In accordance with the objective design standards, these amenities have been consolidated into a centralized location within the development.

Lighting and Fencing:
All lighting may only operate from dusk to dawn and be positioned to prevent light from extending beyond designated areas or property lines. Fencing shall comply with zoning requirements and use vinyl material.

Tentative Map (TM 24-01):
Pursuant to City Code Section 21.41(a) within Chapter 21 (Subdivisions and Land Development), the Vesting Tentative Map was distributed to various internal departments and utility agencies. Staff has determined that that the project layout, design and circulation comply with applicable standards, results in an orderly pattern of development,

and is consistent with the Downtown Specific Plan land use designation. Criteria considered to reach this conclusion include the following:

a) **Site Layout:** The subject site is approximately 1.99 acres and proposes 42 townhome units, private yards for the units, private streets, drive aisles, parking areas, and common open space areas. The proposed development layout provides adequate access and meets applicable codes.

b) **Design and Size of Lots:** The proposed project proposes a single lot parcel map for the creation of 42 residential condominium units. There are no minimum lot sizes for condominium units. However, the lots have been determined to be adequate to accommodate the proposed buildings and private improvements.

c) **Density:** The project has a density of 21 dwelling units per acre which is consistent with the Downton Gateway zoning district and the General Plan land use designation.

d) **Circulation:** The project site will have access from the driveway on Howson Street that would lead to private streets and drive aisles to individual units. A second driveway on Church Street shall be restricted to fire and solid waste access only. All private streets and drive aisles shall be maintained by the Homeowners Association. The names of private streets shall be approved by the Street Naming Committee prior to final map recordation. The project's circulation has been evaluated and deemed adequate by Engineering, Fire and Police.

e) **Open Space:** The project provides 0.266 acres of common open space and 0.228 of private yard areas. All lots, except lots 18, 25, 28, and 41, will have ground-level private front yard areas. Lots 21, 22, 31, 32 and 37 will have an estimated 600-1,000 square feet of private yard area. All units will have second-story balconies that exceed minimum size requirements. Private yard areas shall be managed by the property owners and common open space shall be managed by the Homeowners Association.

f) **Improvements:** The project will include on-site stormwater management, private streets and sidewalks, and public sidewalks and landscape strips along project frontage. Utilities shall be provided and maintained by the Homeowners Association.

g) **Property Dedications and Easements:** The project will incorporate all required easements necessary to serve the site. The project will be dedicating seven feet of property frontage along Howson Street and two feet and six inches along Church Street to the City for the widening and maintenance of the public right-of-way. All other public service easements throughout the site shall be maintained by the Homeowners Association.

In accordance with Gilroy City Code Section 21.41(i), initial approval of a tentative map is valid for twenty-four (24) months. Such approval may only be extended at the Council's discretion. Per Gilroy City Code Section 21.83.1(a), vesting tentative map rights shall be valid for a period of twelve months beyond the recording of the final map.

Architectural and Site Review (A/S 24-07): Pursuant to City Code section 30.50.43 within Chapter 30 (Zoning Ordinance), the Architectural and Site Review application must be reviewed for the following considerations.

a) **Traffic Safety and Efficiency:** The project will be providing two access points with a driveway along Howson Street and one along Church Street. The driveway along Howson Street will have full access by the residential development. The driveway along Church Street will be used for emergency vehicle and Recology access only. There will be a rolling gate installed on the Church Street driveway with clear signage and locking mechanisms to ensure vehicle access is limited. The Church Street driveway can only function as an emergency vehicle access due to its proximity to the intersection of Church Street and Howson Street and due to safety concerns. Residents will access individual units through private streets and driveways. Additionally, the development provides ample parking for both residents and guests. Using the Downtown Specific Plan parking standards, the development would only need to provide 74 parking spaces. The development is proposing 98 parking spaces, 24 more spaces than what is required.

b) **Signs:** No signs are included in this proposal. Any new signage will require a Sign Permit and shall abide by Chapter 30, Article XXXVII of the Zoning Ordinance and the Downtown Specific Plan.

c) **Site Development & Architectural Design:** The project proposes nine residential buildings that will contain a total of 42 townhome units. The buildings are strategically placed along the frontage of Howson and Church Streets to enhance the pedestrian environment and connect the project to the rest of downtown. Buildings that are located on a private street are oriented to face a common garden paseo. The project meets the design standards as required by the Multi-family Residential Objective Design Standards.

d) **Landscaping, Fencing & Screening:** The proposed project provides on-site landscaping and will incorporate street trees from the approved street tree list along the public sidewalks on Howson Street and Church Street. Crepe Myrtle, Brisbane Box, Pink Trumpet, and Saratoga Bay trees will be placed throughout the project site to provide privacy, shade, and species variation. Various shrubs will be incorporated throughout the site. All landscaping will be managed by the Homeowners Association. Vinyl fencing will be provided along the northern and eastern property lines. Entryway patio fencing will also be provided for each townhome unit. All fencing shall comply with Chapter 30, Article XXXIV of the Zoning Ordinance.

e) **Drainage:** The project will manage stormwater by storm drain piping with designated inlet and outlet areas, which the Homeowners Association will maintain.

f) **Fire Protection:** The site is designed to comply with fire access and services requirements by providing fire hydrants throughout and a gated emergency vehicle access driveway on Church Street.

g) **Environmental Impacts:** Due to the previous use of the property for automotive repair and services, a Phase I Environmental Site Assessment was prepared by PIERS Environmental Service (PIERS). The report recommended further investigation for potential site contamination be conducted. PIERS then prepared a subsurface Investigation report in 2022, which identified soil contamination from volatile organic compounds (VOCs). In 2024, ENGEO conducted a supplemental soil gas assessment, confirmed the presence of VOCs, and recommended developing a site management plan and considering a vapor intrusion mitigation system underneath the future residential foundations. Site Cleanup Case No.2024-19s was opened with the Santa Clara County Department of Environmental Health on December 13, 2024, and the applicant is actively addressing the contamination. The Department is currently awaiting a site management plan from the applicant that outlines mitigation measures to address environmental impacts. No building permits will be issued until the Department of Environmental Health grants approval.

Technical Advisory Committee (TAC): Project plans were routed to Engineering, Building, Police, and Fire representatives for internal review and comment. Pursuant to City Code Section 21.41(a), the Tentative Map was distributed for consideration by various departments and utility agencies. Recommendations of the TAC members and Utility agencies have been incorporated into the project plans and are included as conditions in attached resolution(s).

ALTERNATIVES

The City Council may modify or deny the applications. However, staff does not recommend denial of the application without making the required findings as outlined in Government Code Section 66474.

FISCAL IMPACT/FUNDING SOURCE

The applicant has paid all planning fees associated with the project. The project will also require payment of all associated building permits and development impact fees.

CONCLUSION

The Planning Commission recommends that the City Council adopt a resolution approving Tentative Map TM 24-011 and Architectural and Site Review AS-24-07.

PUBLIC OUTREACH

On March 19, 2026, notices of the Planning Commission meeting were mailed to the property owners within 500 feet of the subject site, along with other interested parties. The project was also noticed in the March 20, 2026, edition of the Gilroy Dispatch. In addition, the property has been posted with on-site signage notifying passersby of pending development, and the Planning Commission public hearing packets were made available through the City's webpage.

Notices for the May 4, 2026, City Council meeting were mailed to property owners within 500 feet of the site on April 23, 2026, published in the April 24, 2026, edition of the Gilroy Dispatch, and the required project notification signage was maintained on the site. Both the Planning Commission and City Council public hearing packets are available through the City’s website.

NEXT STEPS

If approved, the applicant would submit to the Engineering Division to finalize the Tentative Map and would submit to the Building Division to obtain a building permit. The City Council will review and approve the final map prior to map recordation.

Attachments:

1. Project Plans
2. Draft Resolution of Approval for TM 24-01
3. Draft Resolution of Approval for AS 24-07



Note: Artist's conception; colors, materials, application, and landscape treatment may vary.

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Civil

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95 Howson *Gilroy, CA*

2022289 | 02-19-2026

Bebek Development Company
Contact: John Bebek III
31815 Camino Capistrano, Suite 27, San Juan Capistrano, CA 92675
949.235.3642 | www.bebekdevelopment.com

WHA. Architects . Planners . Designers .
Contact: Nick Manea
680 Newport Center Drive, Suite 300, Newport Beach, CA 92660
949.250.0607 | www.WHAinc.com

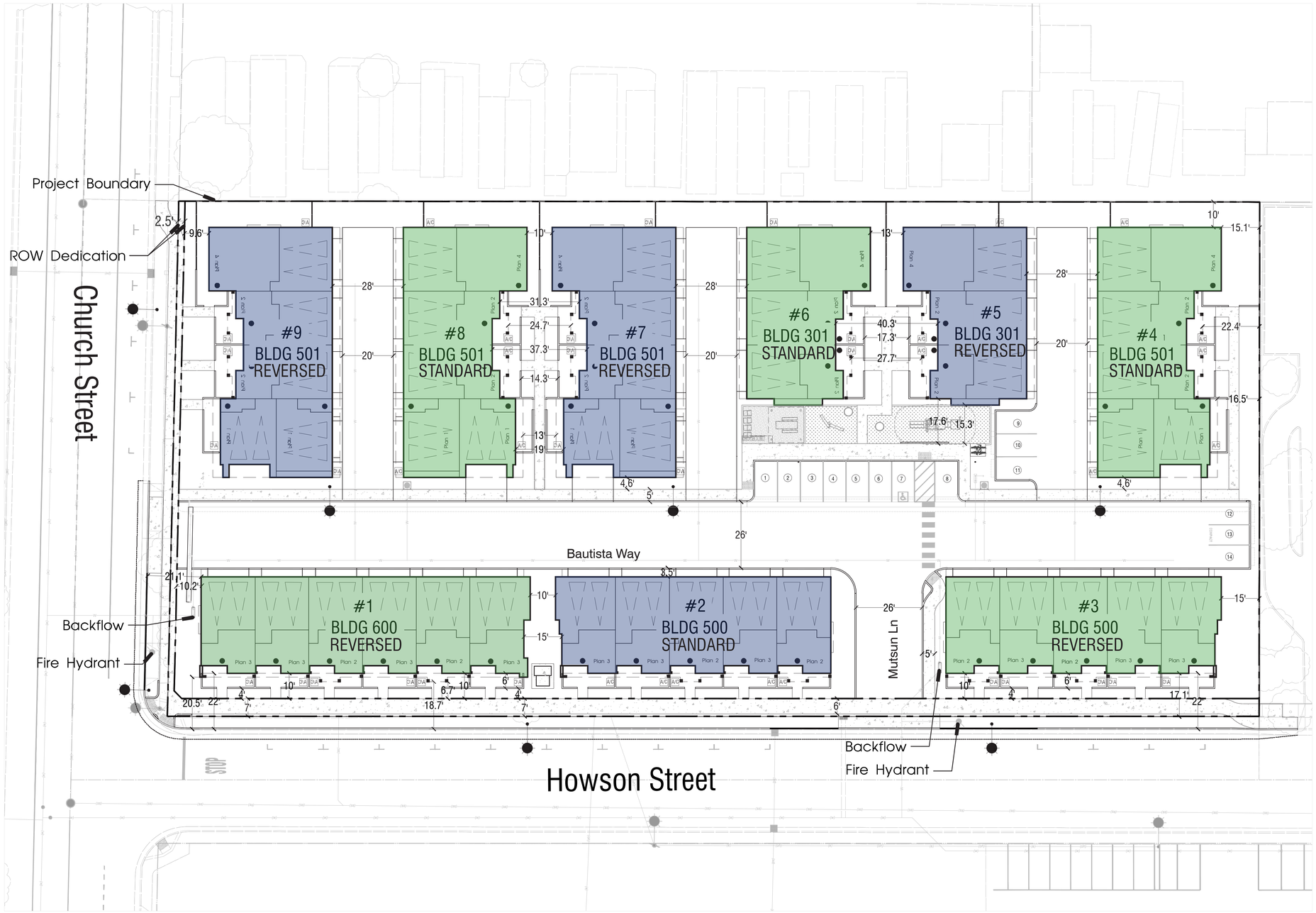
MH Engineering Co.
Contact: Allen Andrade
16075 Vineyard Blvd.
Morgan Hill, CA 95037
831.524.2212 | www.mhengineering.com

Land Concern
Contact: Garrett Bustos
18301 Von Karman Ave. #760, Irvine, CA 92612
949.250.4822 | www.landconcern.com

Submittal Log

Formal City Submittal 1	03/11/2024
Formal City Submittal 2	08/31/2024
Formal City Submittal 3	Updated 09/10/2024
Formal City Submittal 4	02/04/2025
Formal City Submittal 5	10/31/2025
Formal City Submittal 6	02/19/2026

Design Review Project No.:



Color Plotting

- Color Scheme 1
- Color Scheme 2

Project Summary

Total Site Area: ± 1.99 Acres or 86,845 SF (Total Project Area)
± 1.91 Acres or 83,338 SF (Net, After 3,507 SF ROW Dedication)

Total Units: 42 Homes (Including 5 ADA Units)
- (8) Plan 1: ± 1,429 SF (Saleable), 3 Bed, 2.5 Bath
- (18) Plan 2: ± 1,650 SF (Saleable), 4 Bed, 3.5 Bath
- (10) Plan 3: ±1,820 SF (Saleable), 4 Bed, 3.5 Bath
- (6) Plan 4: ±1,898 SF (Saleable), 3 Bed (Opt. 4 Bed), 3.5 Bath

Density: 21.1 DU/AC (Gross), 21.9 DU/AC (Net)

Max. Building Height: 3 Story, 39'-4"

Lot Coverage: 40.1% (34,850 SF / 86,845 SF)
41.8% (34,850 SF / 83,338 SF)

Parking:

Required: 74 Spaces
- Residence: 63 Spaces (1.5 sp./unit)
- Guest: 11 Spaces (.25 sp/unit)

Provided: 98 Spaces
- Garage: 84 Spaces
- Guest: 14 Spaces (Including 1 ADA Stall)

Dev. Standards Compliance		
	Zoning	Project
Zoning	Downtown Gateway District	Downtown Gateway District
Max. Density	30 Du/Ac	21 DU/AC (Gross), 22 Du/Ac (Net)
Setbacks		
Front/Street	15'	Howson: 17' from Face of Curb, Church: 21.1' from Face of Curb
Side	15'	15'
Rear	10'	10'
Max. Building Height	40' and 3 Stories	39'-4" and 3 Stories
Lot Coverage	N/A	40.1% Gross, 41.8% Net
Parking	63 Res + 11 Guest	84 Res + 14 Guest
Accessible Parking	1	1
EV Parking	In Garage (per CalGreen)	In Garage
Bike Parking	2	2

Existing Buildings (all will be demolished): 14,557 SF Total			
Proposed Buildings			
Type	Building #	Building Footprint	Building Gross Area
BLDG 600	#1	4,764	15,083
BLDG 500	#2, #3	3,981	12,540
BLDG 501	#4, #7, #8, #9	4,098	11,718
BLDG 301	#5, #6	2,866	7,368
TOTAL BUILDING GROSS AREA		34,850	101,771

Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.

ARCHITECTURAL SITE PLAN

95 HOWSON

GILROY, CA

BEBEK DEVELOPMENT COMPANY

SP-1

0 10 20 60

DESIGN REVIEW SUBMITTAL

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Open Space Standards Compliance		
	Objective Design Standards	Project
Open Space		
Passive:2 with a minimum area of 400 sq. ft. total		1 Passive Area, 400 SF total
Active: 2 with a minimum area of 800 sq. ft. total		2 Active Areas: 1,000 SF total
Private OS: All ground floor residential units shall include a balcony, patio, porch, or stoop with a minimum 48 sq. ft. in area		Plan 1: 84 SF (Balcony) Plan 2: 153 SF (Balcony) Plan 3: 104 SF (Balcony) Plan 4: 105 SF-216 SF (Porch)
Private ground level yard areas, ranging from 94 to 870 sf, in excess of the balconies and porches tabulated in the row above for minimal area required.		

Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.

Conceptual Open Space

95 HOWSON

GILROY, CA

BEBEK DEVELOPMENT COMPANY

SP-2

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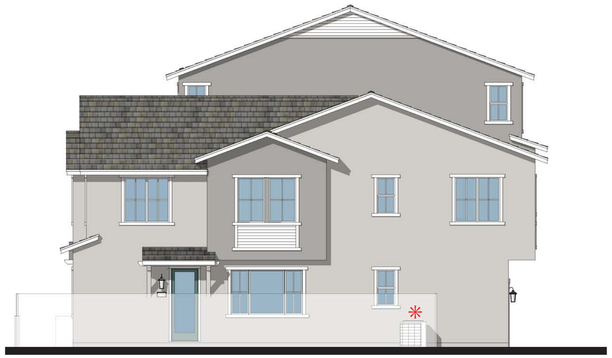
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	BLDG. TYPE	ORIENTA-TION	COLOR
BLDG. 1	600	REVERSED	SCH. 1
BLDG. 2	500	STANDARD	SCH. 2
BLDG. 3	500	REVERSED	SCH. 1
BLDG. 4	501	STANDARD	SCH. 1
BLDG. 5	301	REVERSED	SCH. 2
BLDG. 6	301	STANDARD	SCH. 1
BLDG. 7	501	REVERSED	SCH. 2
BLDG. 8	501	STANDARD	SCH. 1
BLDG. 9	501	REVERSED	SCH. 2

REFER TO SITE PLAN ON SHEET SP-1



North Facing Elevation

(Based on Bldg. 5)



East Facing Elevation

(Based on Bldg. 5)



South Facing Elevation

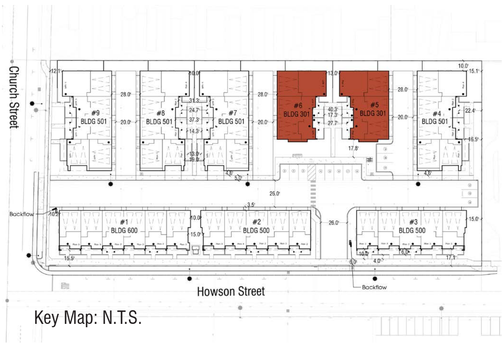
(Based on Bldg. 5)



West Facing Elevation

(Based on Bldg. 5)

Note: Color Scheme 2 shown.
Artist's conception; colors, materials and application may vary.



Key Map: N.T.S.

BUILDING MATERIAL

Roof:	Concrete Flat Tile Roof
Exterior:	Stucco Finish, Lap Siding
Exterior Accents:	Decorative Light Fixture
Deck Accents:	Metal Railing
Window & Door Trim:	Fiber Cement Trim
Entry Door:	Decorative Front Entry Door
Garage Door:	Sectional Garage Doors

Color Scheme 2 Shown (Occurs at Bldg. 5)

Farmhouse Style

3-PLEX TOWNHOMES | Building 301 Conceptual Elevations

BDC
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95 HOWSON

GILROY, CA

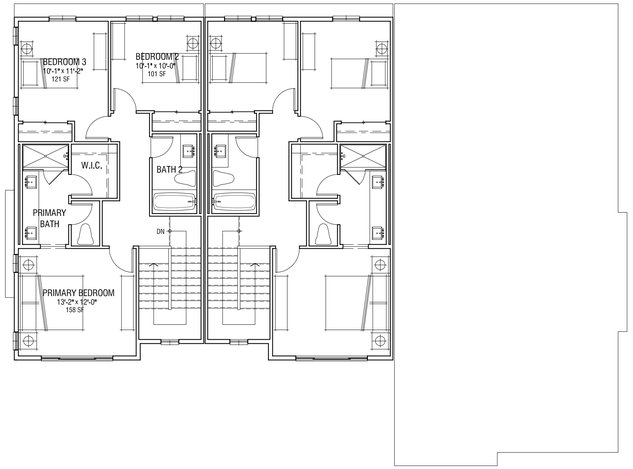
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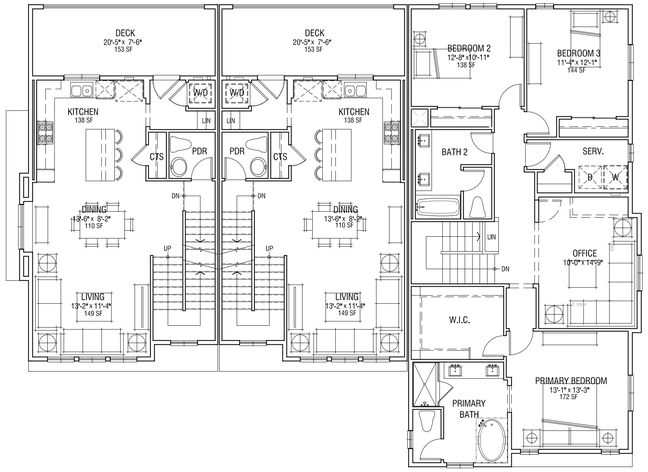
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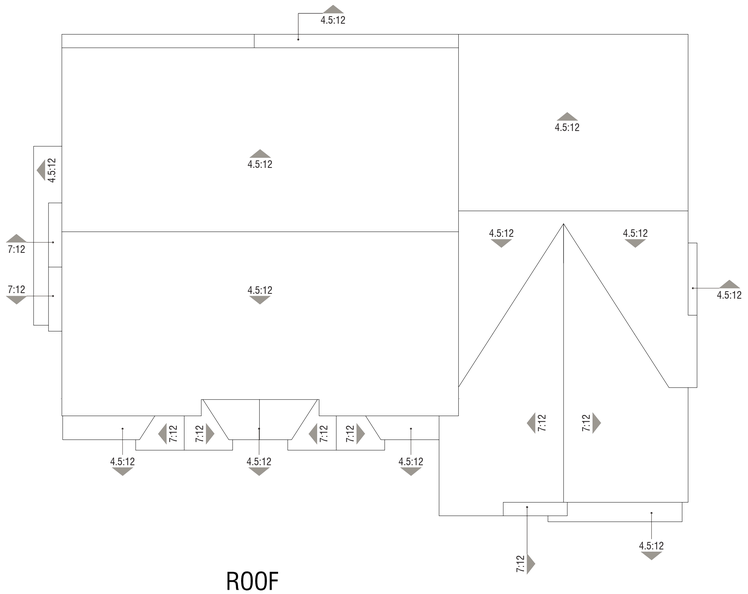
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THIRD FLOOR

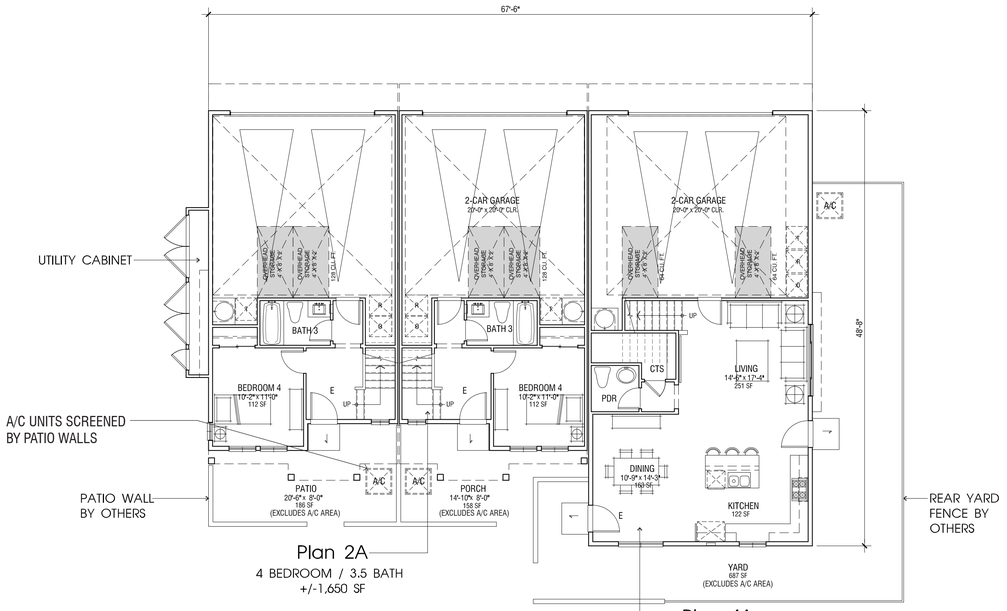


SECOND FLOOR



ROOF

Rake: 1'-0"
Eave: 1'-0"



FIRST FLOOR

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

3-PLEX TOWNHOMES | Building 301 Conceptual Floor Plans

BEBEK DEVELOPMENT COMPANY

95 HOWSON

GILROY, CA

A-2

0 4 8 16

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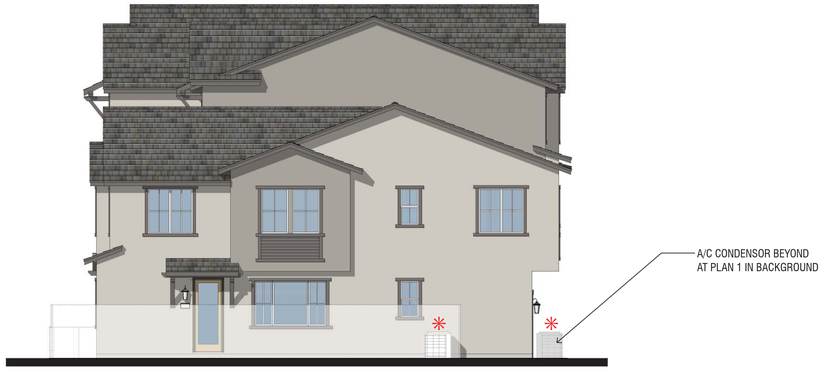
ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY .. LOS ANGELES .. BAY AREA .. SACRAMENTO

	BLDG. TYPE	ORIENTA-TION	COLOR
BLDG. 1	600	REVERSED	SCH. 1
BLDG. 2	500	STANDARD	SCH. 2
BLDG. 3	500	REVERSED	SCH. 1
BLDG. 4	501	STANDARD	SCH. 1
BLDG. 5	301	REVERSED	SCH. 2
BLDG. 6	301	STANDARD	SCH. 1
BLDG. 7	501	REVERSED	SCH. 2
BLDG. 8	501	STANDARD	SCH. 1
BLDG. 9	501	REVERSED	SCH. 2

REFER TO SITE PLAN ON SHEET SP-1



North Facing Elevation

(Based on Bldg. 4)



West Facing Elevation

(Based on Bldg. 4)



South Facing Elevation

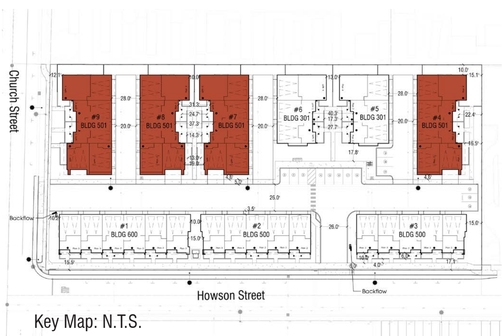
(Based on Bldg. 4)



East Facing Elevation

(Based on Bldg. 4)

Note: Color Scheme 1 shown.
Artist's conception; colors, materials and application may vary.



Key Map: N.T.S.

BUILDING MATERIAL

Roof:	Concrete Flat Tile Roof
Exterior:	Stucco Finish, Lap Siding
Exterior Accents:	Decorative Light Fixture
Deck Accents:	Metal Railing
Window & Door Trim:	Fiber Cement Trim
Entry Door:	Decorative Front Entry Door
Garage Door:	Sectional Garage Doors

Color Scheme 1 Shown (Occurs at Bldg. 4, and 8)

Farmhouse Style

5-PLEX TOWNHOMES | Building 501 Conceptual Elevations

95 HOWSON

GILROY, CA

BEBEK DEVELOPMENT COMPANY

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A-3

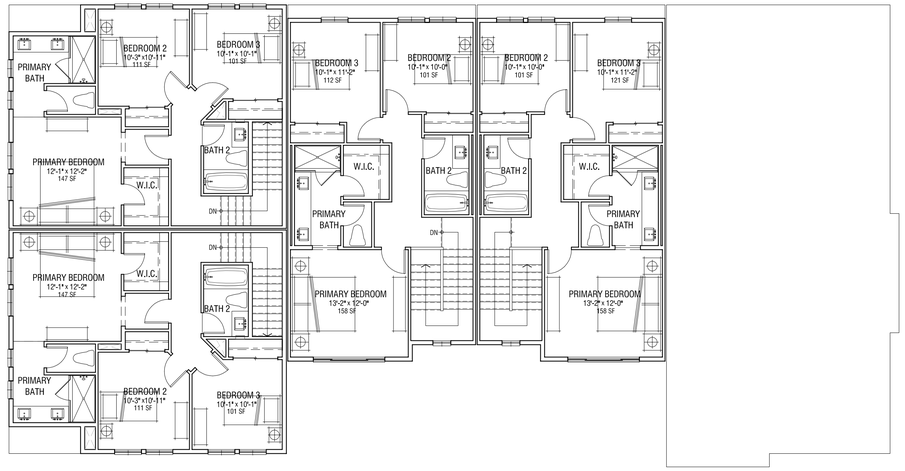
DESIGN REVIEW SUBMITTAL

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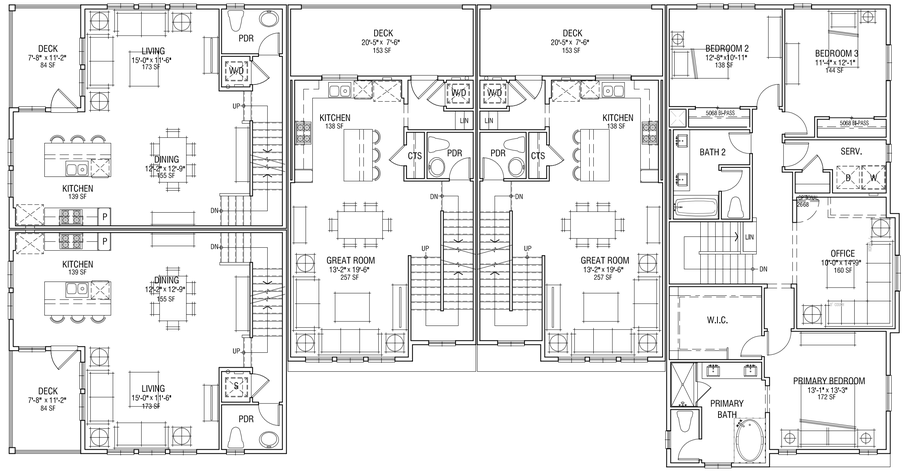
ARCHITECTS . PLANNERS . DESIGNERS

WHA.

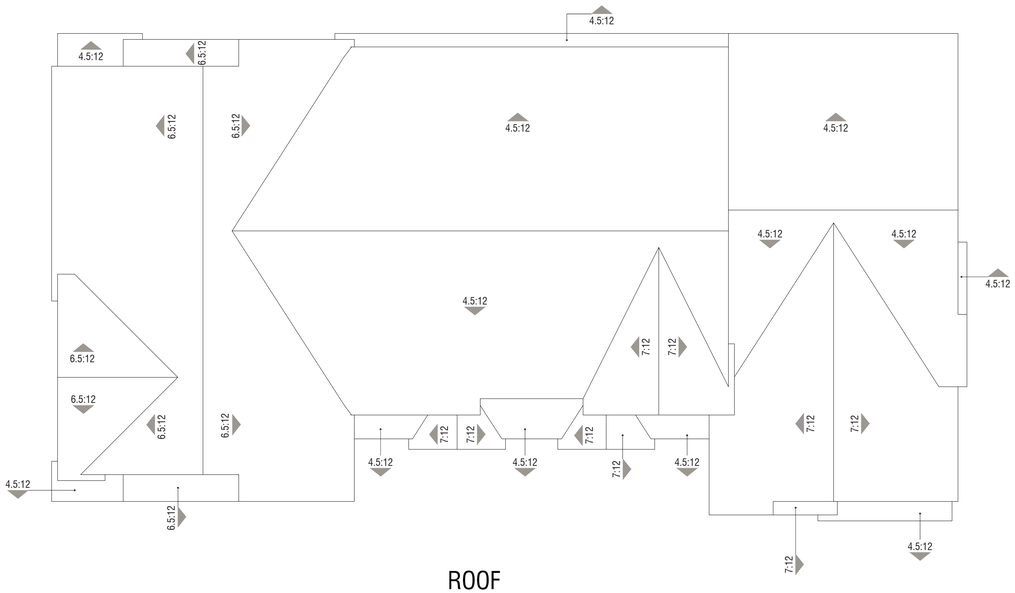
ORANGE COUNTY . LOS ANGELES . BAY AREA . SACRAMENTO



THIRD FLOOR

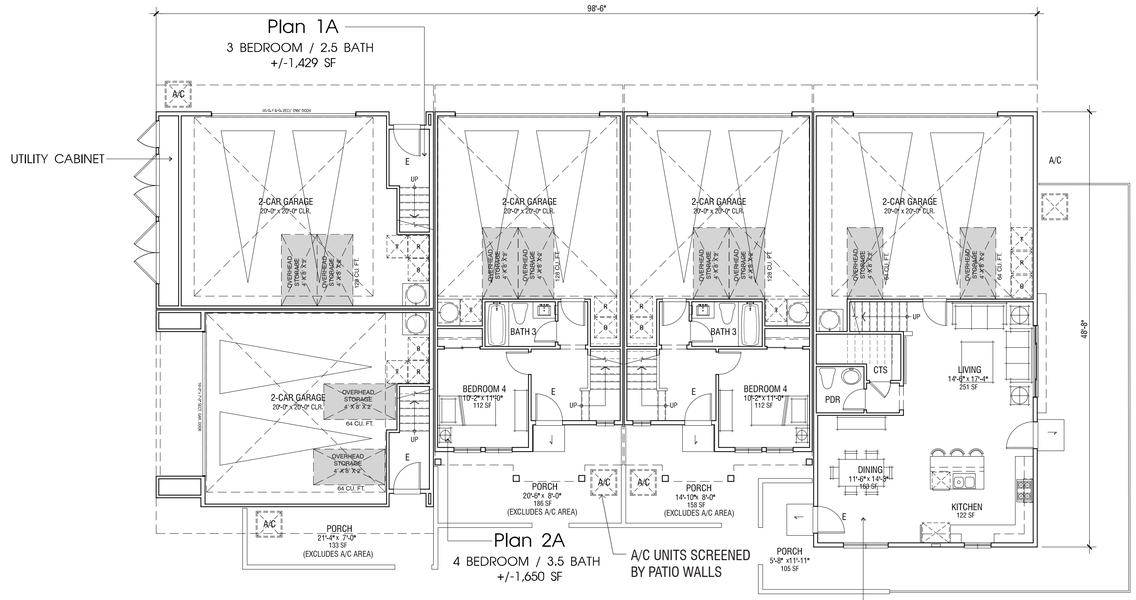


SECOND FLOOR



ROOF

Rake: 1'-0"
Eave: 1'-0"



FIRST FLOOR

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

5-PLEX TOWNHOMES | Building 501 Conceptual Floor Plans

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	BLDG. TYPE	ORIENTA-TION	COLOR
BLDG. 1	600	REVERSED	SCH. 1
BLDG. 2	500	STANDARD	SCH. 2
BLDG. 3	500	REVERSED	SCH. 1
BLDG. 4	501	STANDARD	SCH. 1
BLDG. 5	301	REVERSED	SCH. 2
BLDG. 6	301	STANDARD	SCH. 1
BLDG. 7	501	REVERSED	SCH. 2
BLDG. 8	501	STANDARD	SCH. 1
BLDG. 9	501	REVERSED	SCH. 2

REFER TO SITE PLAN ON SHEET SP-1



East Facing Elevation

(Based on Bldg. 2)



North Facing Elevation

(Based on Bldg. 2)



West Facing Elevation

(Based on Bldg. 2)

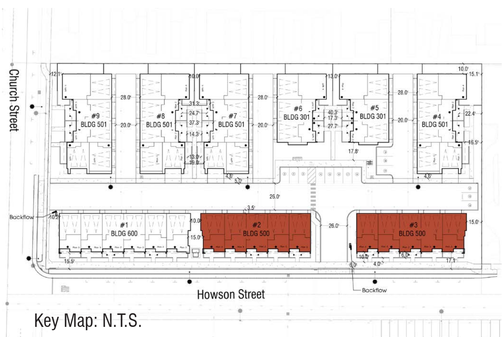


South Facing Elevation

(Based on Bldg. 2)

Note: Color Scheme 2 shown.
Artist's conception; colors, materials and application may vary.

✳ A/C CONDENSOR SHOWN SCREENED BE-HIND LOW PATIO WALLS REFER TO LAND-SCAPE PLANS FOR WALL AND FENCE.



Key Map: N.T.S.

BUILDING MATERIAL

Roof:	Concrete Flat Tile Roof
Exterior:	Stucco Finish, Lap Siding
Exterior Accents:	Decorative Light Fixture
Deck Accents:	Metal Railing
Window & Door Trim:	Fiber Cement Trim
Entry Door:	Decorative Front Entry Door
Garage Door:	Sectional Garage Doors

Color Scheme 2 Shown (Occurs at Bldg. 2)

Farmhouse Style

5-PLEX TOWNHOMES | Building 500 Conceptual Elevations

95 HOWSON

GILROY, CA

BDC
BEBEK DEVELOPMENT COMPANY

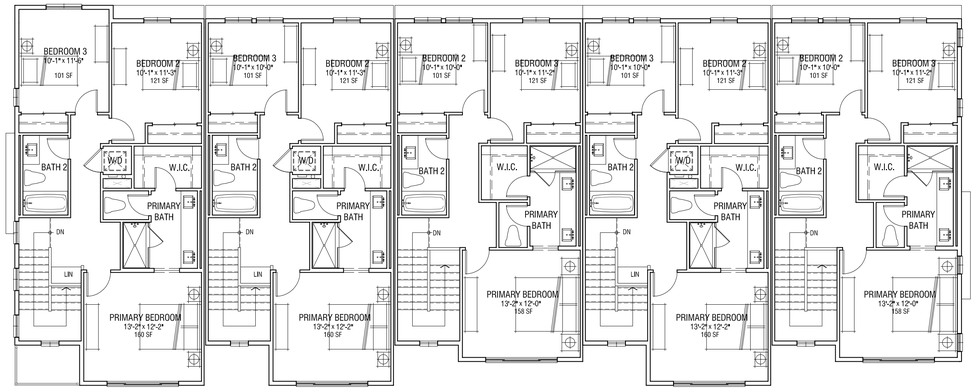
A-5

0 4 8 16

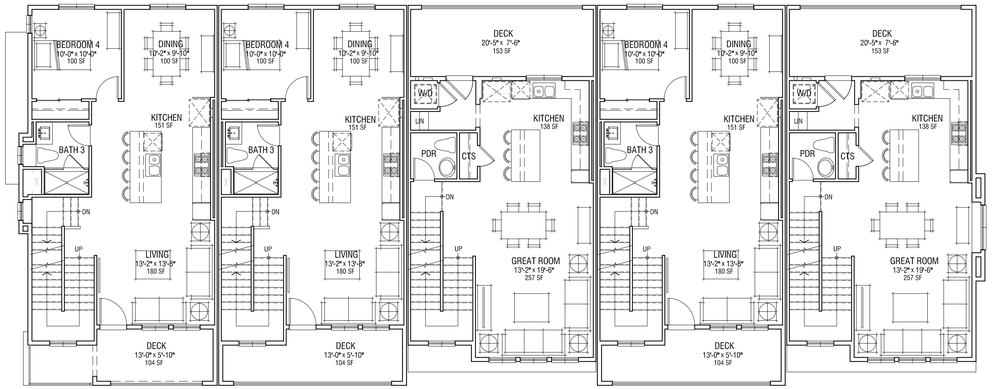
DESIGN REVIEW SUBMITTAL

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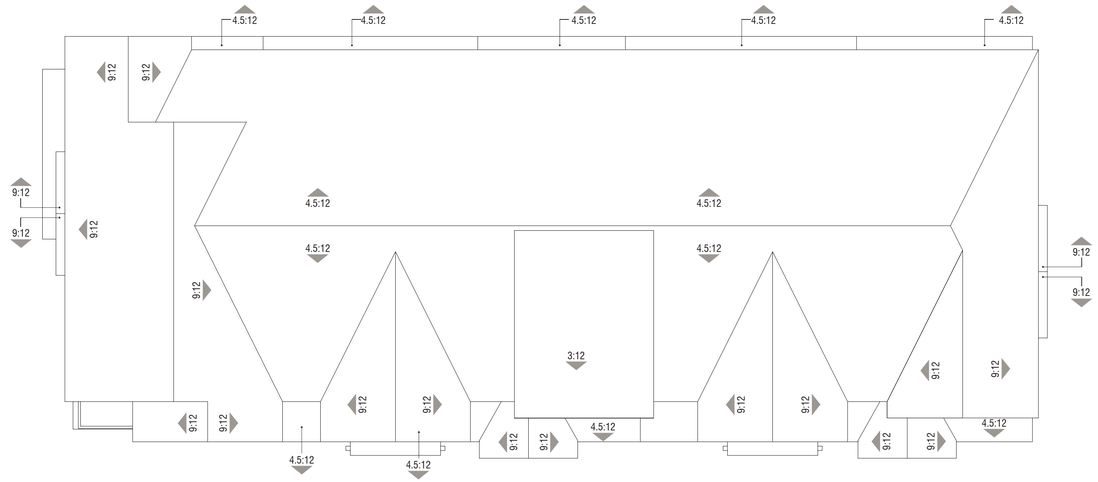
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THIRD FLOOR

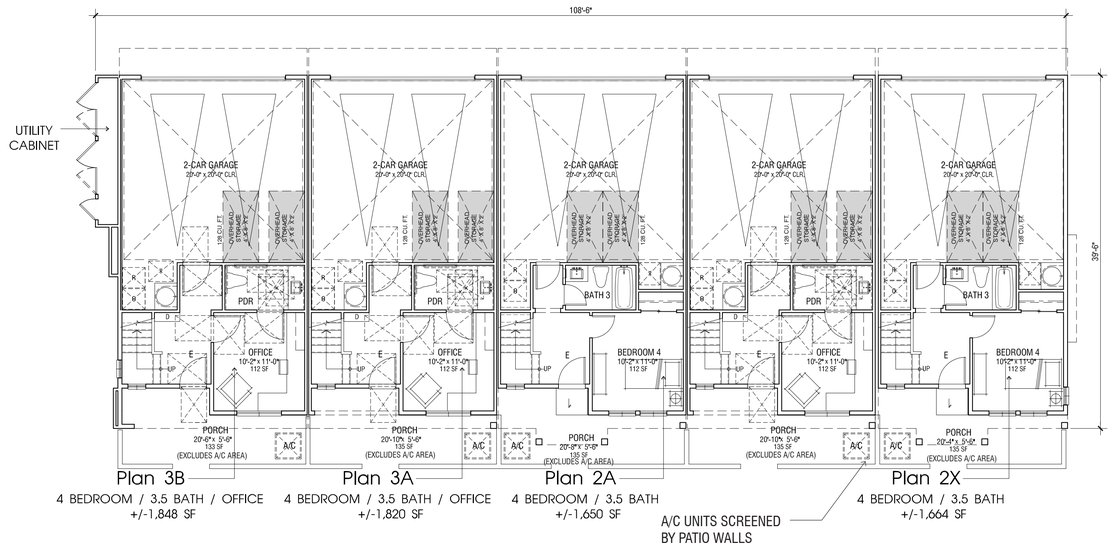


SECOND FLOOR



Rake: 1'-0"
Eave: 1'-0"

ROOF PLAN



Plan 3B
4 BEDROOM / 3.5 BATH / OFFICE
+/-1,848 SF

Plan 3A
4 BEDROOM / 3.5 BATH / OFFICE
+/-1,820 SF

Plan 2A
4 BEDROOM / 3.5 BATH
+/-1,650 SF

A/C UNITS SCREENED BY PATIO WALLS

Plan 2X
4 BEDROOM / 3.5 BATH
+/-1,664 SF

FIRST FLOOR

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

5-PLEX TOWNHOMES | Building 500 Conceptual Floor Plans

BEBEK DEVELOPMENT COMPANY

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GILROY, CA

A-6

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	BLDG. TYPE	ORIENTA-TION	COLOR
BLDG. 1	600	REVERSED	SCH. 1
BLDG. 2	500	STANDARD	SCH. 2
BLDG. 3	500	REVERSED	SCH. 1
BLDG. 4	501	STANDARD	SCH. 1
BLDG. 5	301	REVERSED	SCH. 2
BLDG. 6	301	STANDARD	SCH. 1
BLDG. 7	501	REVERSED	SCH. 2
BLDG. 8	501	STANDARD	SCH. 1
BLDG. 9	501	REVERSED	SCH. 2

REFER TO SITE PLAN ON SHEET SP-1



East Facing Elevation

(Based on Bldg. 1)



North Facing Elevation

(Based on Bldg. 1)



West Facing Elevation

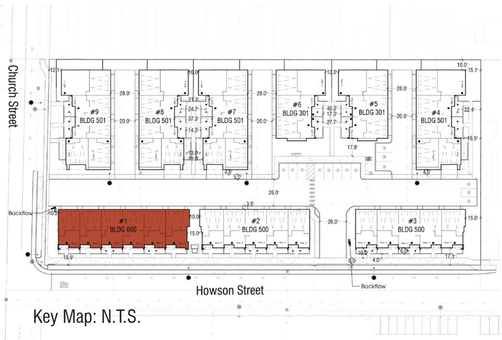
(Based on Bldg. 1)



South Facing Elevation

(Based on Bldg. 1)

Note: Color Scheme 1 shown.
Artist's conception; colors, materials and application may vary.



Key Map: N.T.S.

BUILDING MATERIAL

Roof:	Concrete Flat Tile Roof
Exterior:	Stucco Finish, Lap Siding
Exterior Accents:	Decorative Light Fixture
Deck Accents:	Metal Railing
Window & Door Trim:	Fiber Cement Trim
Entry Door:	Decorative Front Entry Door
Garage Door:	Sectional Garage Doors

Color Scheme 1 Shown (Occurs at Bldg. 1)

Farmhouse Style

6-PLEX TOWNHOMES | Building 600 Conceptual Elevations

95 HOWSON

GILROY, CA

BDC
BEBEK DEVELOPMENT COMPANY

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A-7

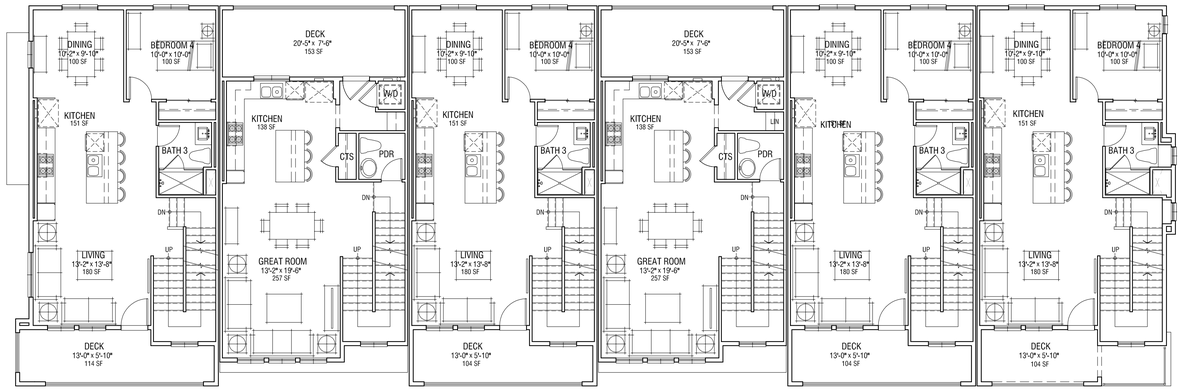
DESIGN REVIEW SUBMITTAL

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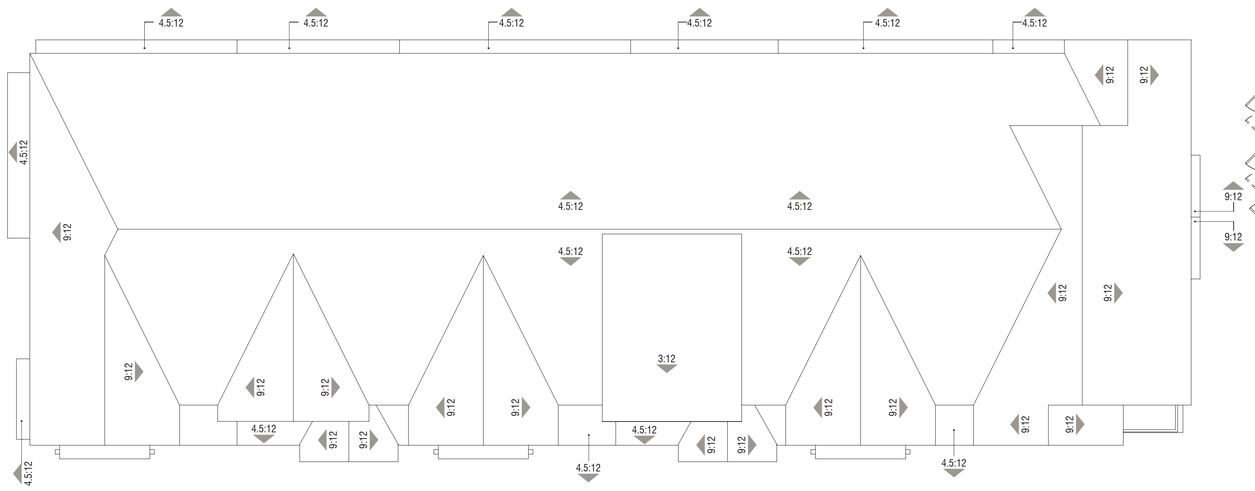
ARCHITECTS . PLANNERS . DESIGNERS
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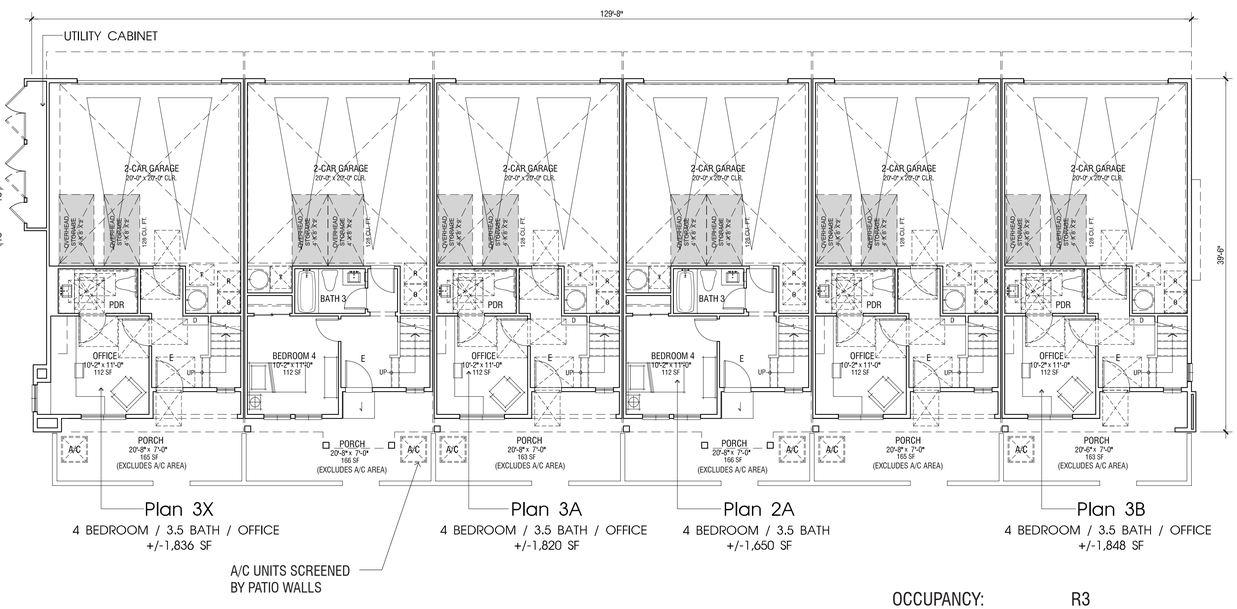
THIRD FLOOR



SECOND FLOOR



ROOF



Plan 3X
4 BEDROOM / 3.5 BATH / OFFICE
+/-1,836 SF

A/C UNITS SCREENED BY PATIO WALLS

Plan 3A
4 BEDROOM / 3.5 BATH / OFFICE
+/-1,820 SF

Plan 2A
4 BEDROOM / 3.5 BATH
+/-1,650 SF

Plan 3B
4 BEDROOM / 3.5 BATH / OFFICE
+/-1,848 SF

OCCUPANCY: R3
CONSTRUCTION TYPE: VB
SPRINKLER SYSTEM: 13D

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

6-PLEX TOWNHOMES | Building 600 Conceptual Floor Plans

95 HOWSON

GILROY, CA

BEBEK DEVELOPMENT COMPANY

A-8

0 4 8 16

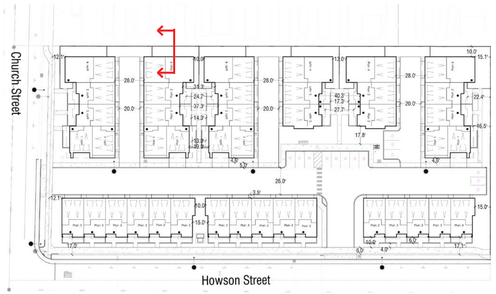
DESIGN REVIEW SUBMITTAL

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WHA.

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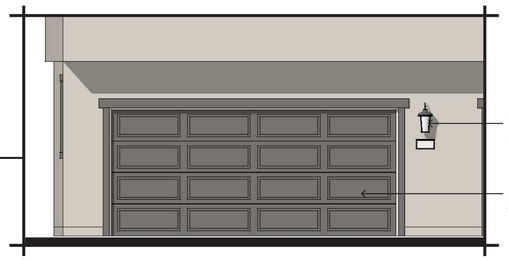


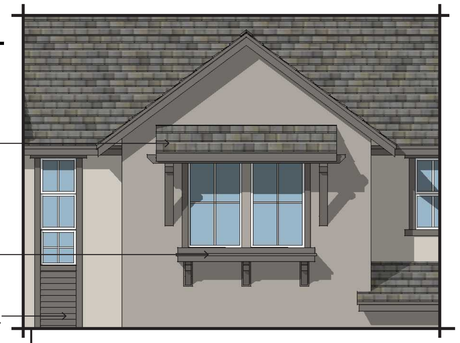
KEY MAP: NTS

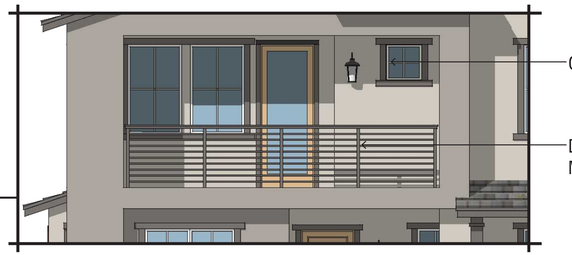


SECTION AT THE NORTH PROPERTY LINE AND EXISTING STRUCTURES (AT BLDG. 8)



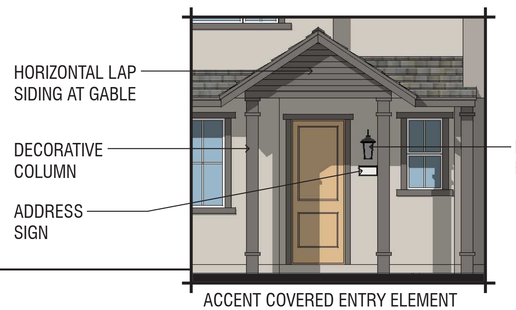












ACCENT COVERED ENTRY ELEMENT

ARCHITECTURAL DETAILS

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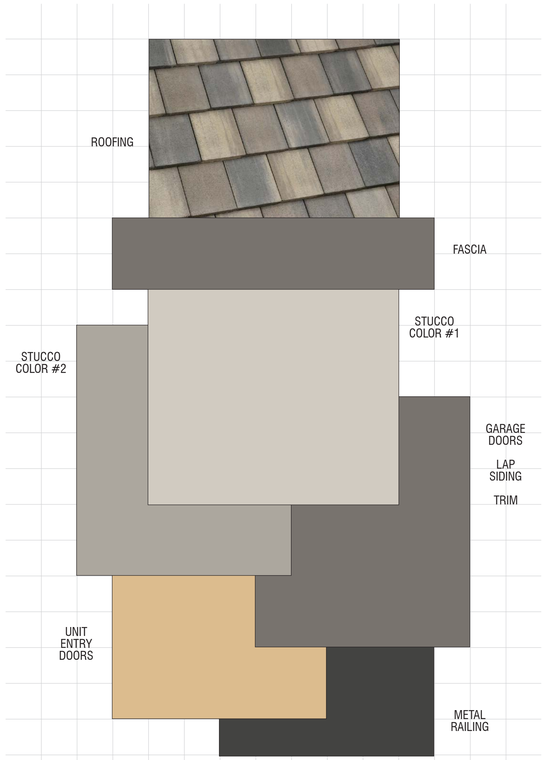
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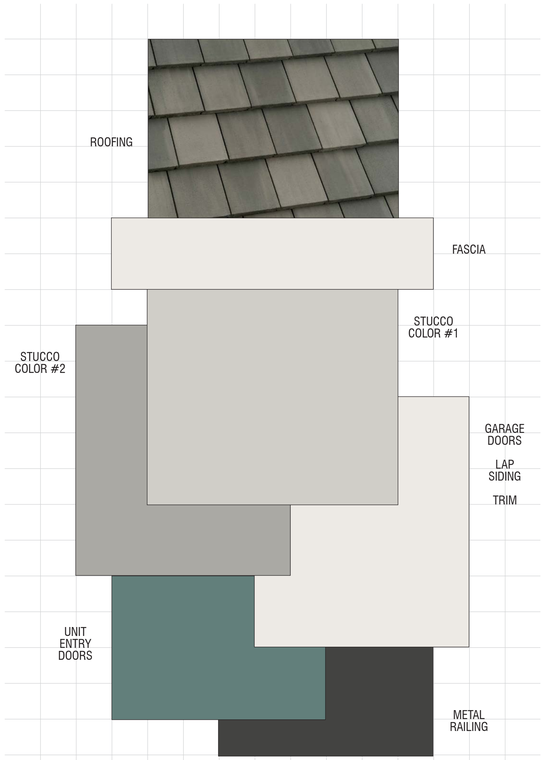
Exterior Color & Materials

SCHEME 1 — ALL BUILDINGS

Material	Color	Manufacturer
Roofing: Concrete Slate Tile	SCB 8827 Tacoma Blend Ref: .15 Emi: .92 A.SRI: 17 CRRC: 0918-0047	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Gutters & Downspouts	Match Adjacent Color	TBD
Stucco Color #1 *(16/20 sand finish)*	TBD (Match Sherwin Williams SW 7029 Agreeable Gray)	Omega
Stucco Color #2 *(16/20 sand finish)*	TBD (Match Sherwin Williams SW 7017 Dorian Gray)	Omega
Trim Color *(applied to):* Barge Boards Columns Eaves Fascia French Doors Garage Doors Lap Siding Trim Utility Doors	SW 7019 Gauntlet Gray	Sherwin Williams
Accent Color *(applied to):* Unit Entry Doors	SW 7692 Cupola Yellow	Sherwin Williams
Metal Railing	SW 7069 Iron Ore	Sherwin Williams
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Jennifer Sandate (949) 250-0607.

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Exterior Color & Materials

SCHEME 2 — ALL BUILDINGS

Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4697 Slate Range Ref: .15 Emi: .94 A.SRI: 16 CRRC: 0918-0046	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Gutters & Downspouts	Match Adjacent Color	TBD
Stucco Color #1 *(16/20 sand finish)*	TBD (Match to Sherwin Williams SW 7671 On The Rocks)	Omega
Stucco Color #2 *(16/20 sand finish)*	TBD (Match to Sherwin Williams SW 7650 Ellie Gray)	Omega
Trim Color *(applied to):* Barge Boards Columns Eaves Fascia French Doors Garage Doors Lap Siding Trim Utility Doors	SW 7004 Snowbound	Sherwin Williams
Accent Color *(applied to):* Unit Entry Doors	SW 0018 Teal Stencil	Sherwin Williams
Metal Railing	SW 7069 Iron Ore	Sherwin Williams
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Jennifer Sandate (949) 250-0607.

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CONCEPTUAL COLORS AND MATERIALS

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CM-1

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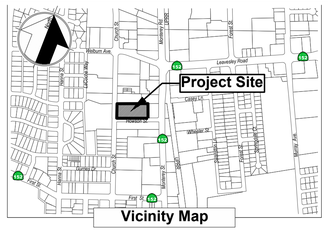
Engineer's Statement: I, Allen Andrade, RCE 58384 certify that this plan set for Tentative Map and Architectural/Site Review was prepared by me or under my direct supervision and that it complies with the City of Gilroy Code requirements and the California Subdivision Map Act.

Surveyor's Statement: I, Allen Andrade, LS7741 certify that this plan set for Tentative Map and Architectural/Site Review was prepared by me or under my direct supervision and that it complies with the City of Gilroy Code requirements and the California Subdivision Map Act.

Geotechnical Report: A soils report on this property has been prepared by Stevens, Ferrone & Bailey , Project No. 1022-2 entitled Geotechnical Investigation 95 Howson Street - Gilroy, California dated 1/31/2024 and has been submitted with this Tentative Map and Architectural Site Review.

Demolition Items & Notes	
Item #	Description
1	tree to be removed
2	utility pole to be removed
3	light pole to be removed
4	light pole to be removed
5	structures to be removed (14,557 sf)
6	fence to be removed
7	fence to be replaced with new fence @ p/l
8	remove ex ac pavement
9	remove gravel-yard area
10	remove pcc yard area

Demolition Items & Notes	
Item #	Description
11	remove pcc yard area
12	remove pcc driveway
13	remove pcc sidewalk curb & gutter
14	remove pcc ada ramp curb & gutter
15	remove pcc sidewalk & roll curb
16	cap and remove ex ss lateral
17	remove ex water service
18	replace ex sd inlet w/new curb inlet



SCALE: 1"=20'

0 10 20 30 40

North

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-012
95 Howson Street
Doc# 24158197
1.994 ac

APN 790-35-001
Doc# 25205636

APN 790-37-001
8195 Monterey Rd.
Doc# 25205638

APN 790-36-029
8295 Montery Rd.
Doc# 25205639

Church Street

Howson Street

Miller Slough

(existing structure) (6,648 sf)

(existing structure) (1,423 sf)

(existing structure) (2,915 sf)

(existing structure) (2,143 sf)

(existing shade structure) (978 sf)

(existing structure) (636 sf)

(426.02')

(202.63')

(959.30' (Howson c/l to Welburn c/l))

(238.90')

(688.16' (Gurnes c/l to Howson c/l))

(468.42')

(430.35')

15' Building Setback

Bass of Bearings N20°00'00"W

N68°43'31"E

N20°00'00"W

N21°16'29"W

S21°13'19"E

37.5' N70°00'00"E

(N68°46'37"E)

(N20°00'00"W)

(S68°43'31"W)

Project Information:

Applicant:
Bebek Development Co., John Bebek III
31815 Camino Capistrano, Suite 27
San Juan Capistrano, CA 92675
(949) 235-3642 / jbebek@bebekdevelopment.com

Land Owners:
Marcia H. Bodnar Living Trust (1/3)

Ronald F. Howson Trust u/a/d 12/3/2006 (1/3)
PO Box 2327, Gilroy CA 95021

Roberta H, Hughan Revocable Trust (1/3)
366 Fifth Street, Gilroy CA 95020

Civil Engineer/Land Surveyor:
MH engineering
Allen Andrade, C58384/LS7741
16075 Vineyard Blvd.
Morgan Hill, CA 95037
831.524.2212 / allena@mhengineering.com

Planner/Architect:
WHA - Architects, Planners, Designers
680 Newport Center Dr. Suite 300
Newport Beach, CA 92660
949.250.0607 / JeffC@whainc.com /
denise@whainc.com

Landscape Architect:
Land Concern - Landscape Architecture
attn: Garrett Bustos, PLA
1750 E. Deere Ave,
Santa Ana, CA 92705
949.250.4822 / GBustos@landconcern.com

Geotechnical Engineer:
Stevens Ferrone & Bailey
1600 Willow Pass Court
Concord, CA 94520
925.688.1001 / kenf@sfandb.com

Project Data:

APN	790-36-012
Present Use:	Commercial
Proposed Use:	Residential
Present Zoning:	Downtown-Gateway District
Proposed Zoning:	Downtown-Gateway District
Sanitary Sewer purveyor:	City of Gilroy
Gas and Electric purveyor:	PG&E
Water purveyor:	City of Gilroy
Telephone purveyor:	Verizon/Frontier
Existing Improvements:	As Shown
Area:	1.994 ac (86,845 sf)
Topo:	Field Topo

Basis of Bearings: Bearings shown upon this map are based upon the centerline of Church Street as found and monumented as North 20°00'00" West as shown on that Record of Survey for Church Street Extension recorded at Book 182 of Maps at Page 39, Santa Clara County Records.

Boundary Note: The boundary and easement information shown on these plans are based on record information contained within the Preliminary Report prepared by Chicago Title Co. Order Number 98205102-982-EA-KC dated 12/9/2022 as noted on this map and referenced recorded documents together with found physical monuments as referenced on maps cited on the face of this map.

Benchmark: Elevations shown on this plan are based upon Santa Clara Valley Water District Benchmark BM1050 located on top of a 8" by 8" concrete post on the easterly side of Monterey Road; 400' northerly of the centerline of Leavesley Rd./Welburn Ave,; 103' northerly of the power pole labeled "21KV to R.O.C. 40799"; 4.5' easterly of the back of sidewalk; 25' from the west rail of the railroad tracks; and 60' south of power pole. *Benchmark Elevation* = 205.97 (NAVD '88)

Project Site Benchmark location for these plans can be found at the catchbasin located southwest of the intersection of Howson St. and Church St. measured at the top of the catch basin hood. Project Site Benchmark Elevation = 202.16 (NAVD '88)

Topography Note: Topography shown from field surveys conducted by MH Engineering in March of 2023.

Flood Zone: This property lies wholly in Zone X: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood per FEMA FIRM 06085C0639H, effective 5/18/2009.

Underground Utility Note: Observed surface evidence of utility lines including facilities, appurtenances and markings were used in depicting the location of underground utilities shown on these plans. However, lacking excavation, the exact location and depth of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

Civil Sheet Index:

C1 ex Site Plan (topo/demo plan)
C2 Prelminary Lotting Plan
C3 Prelminary Site Plan
C4 Preliminary Site Details
C5 Preliminary Utility Plan
C6 Preliminary Grading & Drainage
C7 Preliminary Stormwater Control
C8 Preliminary Fire Circulation Plan
C9 Preliminary Solid Waste Plan

For Planning Approval Only

REGISTERED PROFESSIONAL ENGINEER ALLEN T. ANDRADE C58384 EXP 12-31-2026 STATE OF CALIFORNIA

1/14/2025

Entitlement Plan Set Iterations:
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2. 2024-09-17 2nd submittal C-sheets
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6. 2026-01-14 6th submittal C-sheets

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037

Bebek, 95 Howson Vesting Tentative Map

Existing Site Topograph

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
SCALE: 1"=20'
DRAWN BY: aa
CHECKED BY: jb

JOB NO.
222121

SHEET
C1
OF

Notes:

1. Public Service Easements (PSE) along Church Street and Howson Street shall be dedicated to the City of Gilroy for public purposes including but not limited to the construction and maintenance of poles, wires, and conduits for storm drains, sanitary sewers, water lines, gas lines and appurtenances to all the above, over, under or across those certain areas designated. The above mentioned easements shall remain open and free from buildings and structures and their appurtenances except for irrigation systems and their appurtenances, lawful fences, walkways and all lawful unsupported roof overhangs. (by final parcel map owners statement with language according to the current city requirements, language above provided from similar recently approved project provided as example.)
2. Howson St. Dedication and Church St. Dedication shall be dedicated to the City of Gilroy as widening of existing public street rights of way.
3. Public Service Easements over private streets and drive aisles (ST-A, ST-B, DA-A, DA-B & DA-C) shall be dedicated to the City of Gilroy for public uses including but not limited to emergency vehicle access, reading of utility meters, delivery of mail, and similar public uses.
4. Private Streets, ST-A, ST-B, DA-A, DA-B & DA-C are reserved for the exclusive use of the owners of the private units on this development for the purpose of ingress, egress, parking, public services, drainage and all appurtenances thereto. The Homeowner's Association which governs these parcels ahsll be responsible for the maintenance of these parcels.
5. Open Space Parcels OS-A, OS-B, OS-C, OS-D, OS-E & OS-F are reserved for the exclusive use of the owners of the private units on this development for the purpose of public services, access, building maintenance, open space, landscaping/recreational amenities, drainage and all appurtenances thereto. The Homeowner's Association which governs these parcels shall be responsible for the maintenance of these parcels.
6. Utility Closets UC-A thru UC-I are reserved for the exclusive use of of the owners of the private units on this development for the purpose of public services including but not limited to electrical lines and meters, communication infrastructure, and similar uses common to the building they serve. The Homeowner's Association which governs these parcels shall be responsible for the maintenance of these parcels.
7. All on-site water, sewer and storm drain infrastructure shall be privately owned and the Homeowner's Association which governs these parcels shall be responsible for the maintenance this infrastructure.

Project Areas	sf	ac
Net Project Parcel (Parcel One)	83,338	1.913
Howson St. Dedication	2,999	0.069
Church St. Dedication	508	0.012
Total Project Parcel Area	86,845	1.994

Parcel One Areas	sf	ac
Common Private Street areas (ST-A thru	13,247	0.304
Common Drive Aisle areas (DA-A thru C	10,429	0.239
Common Parking Area (PA-A thru B)	3,327	0.076
Common Open Space areas (OS-A thru	11,603	0.266
Common Utility areas (UC-A thru I)	438	0.010
Private Unit areas (PU-1 thru 42)	34,341	0.788
Private Yard areas (PY-1 thru 42)	9,953	0.228
Parcel One totals =	83,338	1.913

note: all areas shown are ground level

Project Fee Parcel description:

Single Lot Parcel Map of APN 790-36-012 for approval of 42 residential condominiums. Air spaces defined above and tabulated/described below

Air Space Condominium Unit descriptions:

label	description	ownership	allowed uses
ST-#	private street	HOA	vehicular ingress/egress, sidewalks, utilities, drainage, building overhangs, landscaping
PA-#	parking area	HOA	vehicular ingress/egress, sidewalks, utilities, drainage, parking, landscaping
DA-#	drive aisle	HOA	vehicular ingress/egress, sidewalks, utilities, drainage, building overhangs, landscaping
OS-#	open space	HOA	sidewalks, utilities, drainage, building overhangs, landscaping
UC-#	utility cabinet	HOA	utilities
PU-#	Private Unit	Private	residential condominium unit
PY-#	Private Yard	Private	private yard area associated with residential condominium unit #

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REGISTERED PROFESSIONAL ENGINEER
ALLEN T. ANDRADE
C58384
EXP 12-31-2026
STATE OF CALIFORNIA
1/14/2025

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MH engineering Co.
Morgan Hill, CA 95037
16075 Vineyard Boulevard

Bebek, 95 Howson Vesting Tentative Map

Preliminary Lotting Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
SCALE: 1/16" = 1'-0"
DRAWN BY: Aa
CHECKED BY: jb

JOB NO.
222121

SHEET
C2
OF

SCALE: 1/16"= 1'-0"

North

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-029
8295 Montery Rd.
Doc# 25205639

APN 790-37-001
8195 Monterey Rd.
Doc# 25205638

Unit# 1 | Unit# 2 | Unit# 3 | Unit# 4 | Unit# 5 | Unit# 6 | Unit# 7 | Unit# 8 | Unit# 9 | Unit# 10 | Unit# 11 | Unit# 12 | Unit# 13 | Unit# 14 | Unit# 15 | Unit# 16 | Unit# 17 | Unit# 18 | Unit# 19 | Unit# 20 | Unit# 21 | Unit# 22 | Unit# 23 | Unit# 24 | Unit# 25 | Unit# 26 | Unit# 27 | Unit# 28 | Unit# 29 | Unit# 30 | Unit# 31 | Unit# 32 | Unit# 33 | Unit# 34 | Unit# 35 | Unit# 36 | Unit# 37 | Unit# 38 | Unit# 39 | Unit# 40 | Unit# 41 | Unit# 42

DA-A PCC Private Drive Aisle
DA-B PCC Private Drive Aisle
DA-C PCC Private Drive Aisle

ST-A
ST-B

PCC sidewalk
PCC Driveway
PCC Valley Gutter
PCC Valley Gutter w/stamped concrete per STR-4
PCC Sidewalk per STR-14
PCC Driveway per STR-18B
curb&gutter replacement per STR-13
curb&gutter replacement per STR-13 per AASHTO Ch 9 for 35mph
~ planting strip ~
~ planting strip ~ existing right of way line
~ planting strip ~ new right of way line
new right of way line @ back of new public sidewalk
ex right of way line
7' Dedication
Howson St. dedication
AC Private Street
vehicular access restricted to emergency vehicles and garbage truck only, see sheet C8 detail 8/A
New Parking Lot Light
New Fire Hydrant per WA-7
New Street Light per EL-3
ADA Ramp per STR-11A
Install truncated domes at existing curb ramp
mailboxes
bicycle parking (short-term)
DG Picnic Area
Play Area
Play Area
curb cut for drainage to flow to treatment area
public street area storm water mitigation swale
sight distance line per AASHTO Ch 9 for 35 mph
165' stopping sight distance per AASHTO Ch 9 for 35mph
AASHTO Ch 9 for 35mph
4' PSE
Church Street
(existing public street)
Howson Street
(existing public street)

Project Impervious / Pervious Areas

Area	Pre Project		ex to be removed	ex to remain	New	Completed Project	
$A_{Planted\ \&\ Open\ Areas}$	7,819	9.0%	7,819	0	15,688	15,688	18.1%
A_{bldgs}	14,557	16.8%	14,557	0	34,850	34,850	40.1%
$A_{pcc\text{-}walks/driveways}$	23,971	27.6%	23,971	0	23,906	23,906	27.5%
$A_{AC\text{-}streets/parking}$	24,114	27.8%	24,114	0	12,401	12,401	14.3%
$A_{AB\text{-}yard}$	16,384	18.9%	16,384	0	0	0	0.0%
A_{total}	86,845	100%				86,845	100%
$A_{pervious}$	7,819	9%				15,688	18%
$A_{impervious}$	79,026	91%				71,157	82%

Total Project Area = 86,845 sf
Building Footprint Area = 34,850 sf (40.1%)
Parking & Driveways = 23,515 sf (27.1%)
Open Space (walks, patios, vegetation) = 28,480 sf (32.8%)

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MH engineering Co.
Morgan Hill, CA 95037
16075 Vineyard Boulevard

Bebek, 95 Howson Vesting Tentative Map

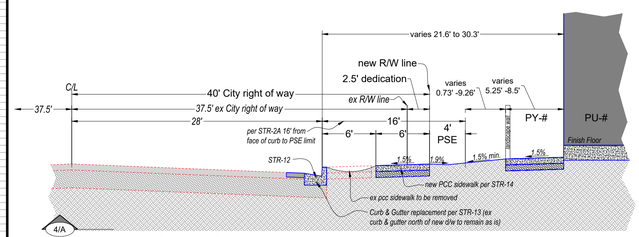
Preliminary Site Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14 | SCALE: 1/16" = 1'-0" | DRAWN BY: Aa | CHECKED BY: jb

JOB NO. 222121

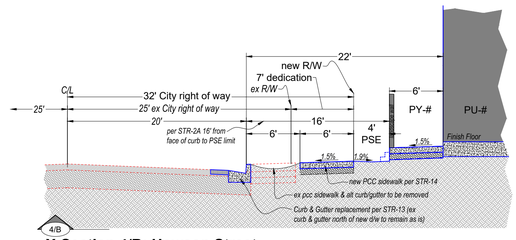
SHEET C3 OF ----



4/A

X-Section 4/A: Church Street

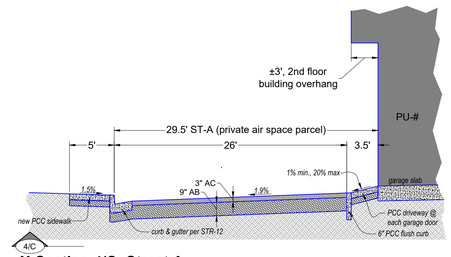
1"=8' horizontal, 1"=4' vertical



4/B

X-Section 4/B: Howson Street

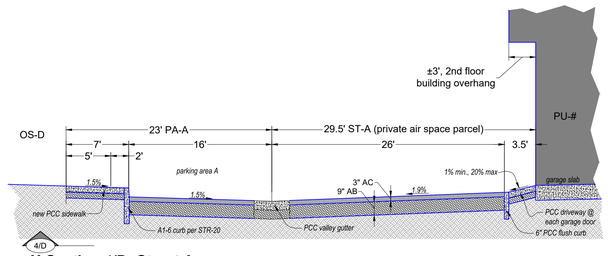
1"=8' horizontal, 1"=4' vertical



4/C

X-Section 4/C: Street A (ST-A private)

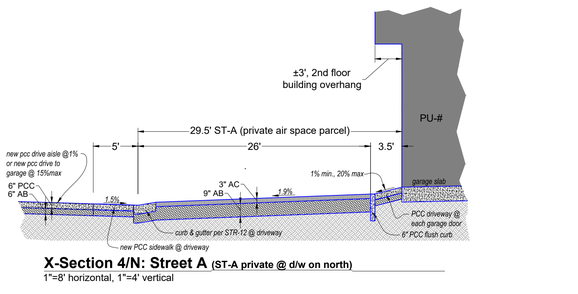
1"=8' horizontal, 1"=4' vertical



4/D

X-Section 4/D: Street A (ST-A private @ parking area A)

1"=8' horizontal, 1"=4' vertical



4/E

X-Section 4/E: Street B (ST-B private)

1"=8' horizontal, 1"=4' vertical

4/F

X-Section 4/F: Drive Aisles (private)

1"=8' horizontal, 1"=4' vertical

4/G

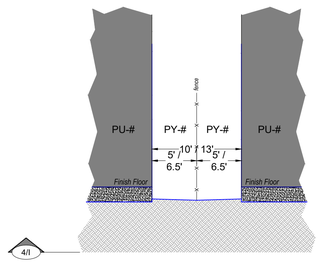
X-Section 4/G: Between facing building fronts @ Plan 1

1"=8' horizontal, 1"=4' vertical

4/H

X-Section 4/H: Between facing building fronts @ Plan 2

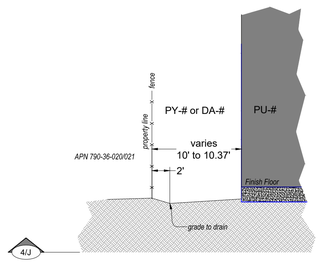
1"=8' horizontal, 1"=4' vertical



4/I

X-Section 4/I: Between facing building fronts @ Plan 3

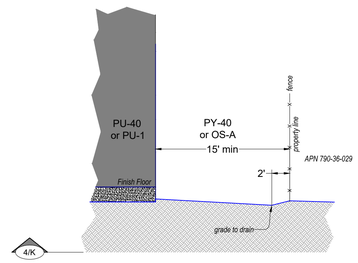
1"=8' horizontal, 1"=4' vertical



4/J

X-Section 4/J: Along northerly property line

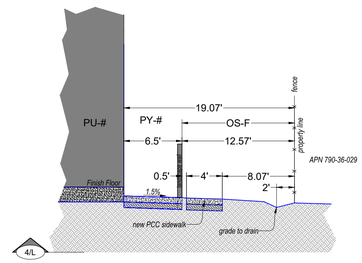
1"=8' horizontal, 1"=4' vertical



4/K

X-Section 4/K: Along East Line @ Unit #1 & #38

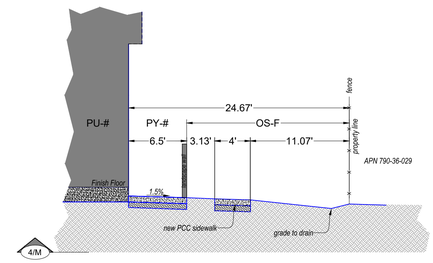
1"=8' horizontal, 1"=4' vertical



4/L

X-Section 4/L: Along East Property Line @ PU #42

1"=8' horizontal, 1"=4' vertical



4/M

X-Section 4/M: Along East Property Line @ PU #43 & #44

1"=8' horizontal, 1"=4' vertical

X-Section 4/N: Street A (ST-A private @ d/w on north)

1"=8' horizontal, 1"=4' vertical

For Planning Approval Only

REGISTERED PROFESSIONAL ENGINEER ALLEN T. ANDRADE C58384 EXP 12-31-2026 STATE OF CALIFORNIA CIVIL

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Bebek, 95 Howson Vesting Tentative Map

Preliminary Site Details

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
SCALE:
DRAWN BY: Aa
CHECKED BY: jb

JOB NO. 222121

SHEET C4
OF ----

SCALE: 1/16"= 1'-0"

0 10 20 30 40

North

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-029
8295 Monterey Rd.
Doc# 25205639

Church Street
(existing public street)

Howson Street
(existing public street)

~ planting strip ~

PCC Sidewalk per STR-14

PCC sidewalk

SD Inlet-D5
Rim 202.84
Inv 199.07', 8" Ø (OUT-S)

ex. ssmh
rim 203.44'
inv 199.49', 8" Ø (in-n)
inv 199.49', 8" Ø (out-s)

ex. curb inlet
rim 202.97'
inv 198.78', 12" Ø (out-w)

(ex 55' - 12" Ø rcp cl. iii @ s=1.17%)

Street Light per EL-3

SD Inlet-D4
Rim 202.81
Inv 198.31', 8" Ø (In-N)
Inv 198.31', 8" Ø (OUT-S)

SD Inlet-D3
Rim 202.67
Inv 197.89', 8" Ø (In-N)
Inv 197.89', 8" Ø (OUT-S)

SD Inlet-D2
Rim 202.57
Inv 197.58', 8" Ø (In-N)
Inv 197.58', 8" Ø (OUT-S)

SD Inlet-D1
Rim 202.42
Inv 196.90', 8" Ø (In-N)
Inv 196.90', 8" Ø (OUT-S)

SD Inlet-D
Rim 202.19
Inv 195.55', 8" Ø (In-N)
Inv 194.72', 18" Ø (OUT-E)

(ex 286' - 8" Ø pvc ss @ s=2.29%)

ex 8"Ø Water

SS-CO-10
Rim 203.93
Inv 200.65', 6" Ø (OUT-S)

SS-CO-9
Rim 203.28
Inv 199.98', 6" Ø (OUT-S)

SD Inlet-C3
Rim 202.86
Inv 199.35', 8" Ø (OUT-S)

SS-CO-8
Rim 203.40
Inv 200.02', 6" Ø (OUT-S)

SS-CO-7
Rim 202.77
Inv 200.23', 8" Ø (OUT-E)

SS-MH-5
Rim 203.17
Inv 199.94', 8" Ø (In-W)
Inv 200.11', 6" Ø (In-N)
Inv 199.94', 8" Ø (OUT-E)

SS-MH-4
Rim 202.62
Inv 199.26', 8" Ø (In-W)
Inv 199.43', 6" Ø (In-N)
Inv 199.26', 8" Ø (OUT-E)

SS-MH-2
Rim 202.40
Inv 198.96', 8" Ø (In-W)
Inv 198.96', 8" Ø (In-E)
Inv 198.96', 8" Ø (OUT-S)

SS-MH-3
Rim 202.74
Inv 199.47', 6" Ø (In-E)
Inv 199.47', 6" Ø (In-N)
Inv 199.30', 8" Ø (OUT-W)

SD Inlet-C2
Rim 202.74
Inv 197.46', 8" Ø (In-N)
Inv 197.46', 8" Ø (OUT-S)

SD Inlet-C1
Rim 202.50
Inv 196.75', 8" Ø (In-N)
Inv 196.75', 8" Ø (In-E)
Inv 196.75', 8" Ø (OUT-S)

SD Inlet-C4
Rim 202.50
Inv 196.91', 8" Ø (OUT-W)

SD Inlet-C
Rim 202.13
Inv 194.69', 18" Ø (In-W)
Inv 194.69', 18" Ø (In-E)
Inv 194.69', 18" Ø (In-S)
Inv 195.53', 8" Ø (In-N)

SD Inlet-A
Rim 201.00
Inv 195.22', 18" Ø (OUT-E)
Inv 200.54', 4" Ø (OUT-S)

SD Inlet-B
Rim 201.15
Inv 195.06', 18" Ø (In-W)
Inv 195.06', 18" Ø (OUT-N)

SS-CO-6
Rim 203.01
Inv 199.74', 6" Ø (OUT-W)

SD Inlet-F
Rim 202.86
Inv 194.71', 18" Ø (OUT-W)

SS-MH-1
SS Point of Connection
Rim 201.11
Inv 198.42', 8" Ø (In-N)
Inv 198.32, ex 8"Ø (thru)

Unit# 1
Unit# 2
Unit# 3
Unit# 4
Unit# 5
Unit# 6
Unit# 7
Unit# 8
Unit# 9
Unit# 10
Unit# 11
Unit# 12
Unit# 13
Unit# 14
Unit# 15
Unit# 16
Unit# 17
Unit# 18
Unit# 19
Unit# 20
Unit# 21
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Unit# 31
Unit# 32
Unit# 33
Unit# 34
Unit# 35
Unit# 36
Unit# 37
Unit# 38
Unit# 39
Unit# 40
Unit# 41
Unit# 42

DA-A
DA-B
DA-C

ST-A
ST-C

38' - 8"Ø SD @ S=2.00%
21' - 8"Ø SD @ S=2.00%
15' - 8"Ø SD @ S=2.00%
34' - 8"Ø SD @ S=2.00%
9' - 8"Ø SD @ S=14.42%
59' - 8"Ø SS @ S=0.50%
266' - 18"Ø perf. SD @ S=0.01%
135' - 8"Ø SS @ S=0.50%
60' - 8"Ø SS @ S=0.50%
152' - 18"Ø perf SD @ S=0.01%
68' - 8"Ø SS @ S=0.50%
54' - 6"Ø SS @ S=0.50%
59' - 9"Ø SD @ S=3.24%
18' - 8"Ø SD @ S=3.87%
8' - 8"Ø SD @ S=2.00%
41' - 8"Ø SD @ S=2.38%
110' - 6"Ø SS @ S=0.50%
74' - 18"Ø SD @ S=0.50%
106' - 6"Ø SS @ S=0.50%
14' - 4"Ø SD @ S=6.88%
33' - 18"Ø SD @ S=0.46%
(ex 622' - 8" Ø pvc ss @ s=0.15%)
(ex 38' - 12" Ø rcp cl. iii @ s=0.50%)
(ex 66' - 12" Ø rcp cl. iii @ s=0.15%)

E Meters 17-21
E Meters 22-26
E Meters 27-31
E Meters 32-34
E Meters 35-37
E Meters 38-42
E Meters 1-5
E Meters 6-10
E Meters 11-16

Blow off per WA-6
new water service (typ.) at each unit per WA-10
sewer lateral per SWR-6 (typical at each unit)
new 3-valve cluster per WA-1
Backflow per WA-19
POC Water new 3-valve cluster per WA-1
Fire Hydrant per WA-7
Street Light per EL-3
Landscape Water Meter w/backflow per WA-12
Project Transformer
Project Electrical POC new drop from ex utility pole
Replace ex inlet w/ Curb Inlet per STM-7A-Inlet 8
Rim 200.89
inv 196.53', 12"Ø (out-s)
Inv 199.58', 4" Ø (In-N)
ex. 24" sq. inlet
rim 200.54'
inv 196.53', 12" Ø (out-s)
ex. 24" sq. inlet
rim 200.56'
inv 196.32', 12" Ø (in-n)
inv 196.32', 12" Ø (out-s)
ex. ssmh
rim 202.19'
inv 198.80', 8" Ø (in-n)
inv 198.80', 8" Ø (out-e)
House
dpc#9979037

public
private

Utility Notes:

1. All pipe sizes, slopes and elevations shown on this plan set are preliminary and subject to refinement during final design.
2. All water facilities on-site shall be private and shall be owned and maintained by the HOA. Individual Unit service meters shall be read by the City of Gilroy.
3. All sanitary sewer facilities on-site to be private and maintained by the HOA.
4. All storm drain facilities on-site to be private and maintained by the HOA.
5. All water, sanitary sewer and storm drain shown in the public right of way shall be owned and maintained by the City of Gilroy. And shall be designed and constructed in accordance with the City design standards.
6. All electrical facilities to the meter locations shall be PG&E owned and maintained. Street Lights on-site shall be owned and maintained by the HOA, served from the House Meter. Street Lights within the public right of way shall be owned and maintained by the City of Gilroy.

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REGISTERED PROFESSIONAL ENGINEER
ALLEN T. ANDRICH
C58384
EXP 12-31-2026
STATE OF CALIFORNIA
1/14/2025

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MH engineering Co.
Morgan Hill, CA 95037
16075 Vineyard Boulevard

Bebek, 95 Howson Vesting Tentative Map

Preliminary Utility Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
SCALE: 1/16" = 1'-0"
DRAWN BY: Aa
CHECKED BY: jb

JOB NO.
222121

SHEET
C5
OF

SCALE: 1/16"= 1'-0"

0 10 20 30 40

North

Church Street
(existing public street)

Howson Street
(existing public street)

public street area storm water mitigation swale

curb cut for drainage to flow to treatment area

curb cut for drainage to flow to treatment area

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-029
8295 Monterey Rd.
Doc# 25205639

SD Inlet-D5
Rim 202.84
Inv 199.07', 8" Ø (OUT-S)

SD Inlet-C3
Rim 202.86
Inv 199.35', 8" Ø (OUT-S)

ex. curb inlet
rim 202.97'
inv 198.78', 12" Ø (out-w)

(ex 55' - 12" Ø rcp cl. iii @ s=1.17%)

SD Inlet-D4
Rim 202.81
Inv 198.31', 8" Ø (In-N)
Inv 198.31', 8" Ø (OUT-S)

SD Inlet-D3
Rim 202.67
Inv 197.89', 8" Ø (In-N)
Inv 197.89', 8" Ø (OUT-S)

SD Inlet-D2
Rim 202.57
Inv 197.58', 8" Ø (In-N)
Inv 197.58', 8" Ø (OUT-S)

SD Inlet-D1
Rim 202.42
Inv 196.90', 8" Ø (In-N)
Inv 196.90', 8" Ø (OUT-S)
9' - 8"Ø SD @ S=14.42%

SD Inlet-D
Rim 202.19
Sump 192.72 (9.47')
Inv 195.55', 8" Ø (In-N)
Inv 194.72', 18" Ø (OUT-E)

SD Inlet-C2
Rim 202.74
Inv 197.46', 8" Ø (In-N)
Inv 197.46', 8" Ø (OUT-S)

SD Inlet-C1
Rim 202.50
Inv 196.75', 8" Ø (In-N)
Inv 196.75', 8" Ø (In-E)
Inv 196.75', 8" Ø (OUT-S)

SD Inlet-C4
Rim 202.50
Inv 196.91', 8" Ø (OUT-W)

SD Inlet-C
Rim 202.13
Sump 192.69 (9.44')
Inv 194.69', 18" Ø (In-W)
Inv 194.69', 18" Ø (In-E)
Inv 194.69', 18" Ø (In-S)
Inv 195.53', 8" Ø (In-N)

SD Inlet-F
Rim 202.86
Sump 192.71 (10.15')
Inv 194.71', 18" Ø (OUT-W)

SD Inlet-A
Rim 201.00 (5.78')
Inv 195.22', 18" Ø (OUT-E)
Inv 200.54', 4" Ø (OUT-S)

SD Inlet-B
Rim 201.15 (6.09')
Inv 195.06', 18" Ø (In-W)
Inv 195.06', 18" Ø (OUT-N)

Replace ex inlet w/
Curb Inlet per STM-7A-Inlet 8
Rim 200.89
inv 196.53', 12"Ø (out-s)
Inv 199.58', 4" Ø (In-N)

ex. 24" sq. inlet
rim 200.56'
inv 196.32', 12" Ø (in-n)
inv 196.32', 12" Ø (out-s)

(ex 66' - 12" Ø rcp cl. iii @ s=0.76%)

266' - 18"Ø perf SD @ S=0.01%

152' - 18"Ø perf SD @ S=0.01%

74' - 18"Ø SD @ S=0.50%

33' - 18"Ø SD @ S=0.46%

Unit# 1 Unit# 2 Unit# 3 Unit# 4 Unit# 5 Unit# 6 Unit# 7 Unit# 8 Unit# 9 Unit# 10 Unit# 11 Unit# 12 Unit# 13 Unit# 14 Unit# 15 Unit# 16 Unit# 17 Unit# 18 Unit# 19 Unit# 20 Unit# 21 Unit# 22 Unit# 23 Unit# 24 Unit# 25 Unit# 26 Unit# 27 Unit# 28 Unit# 29 Unit# 30 Unit# 31 Unit# 32 Unit# 33 Unit# 35 Unit# 36 Unit# 37 Unit# 38 Unit# 39 Unit# 40 Unit# 41 Unit# 42

doc#9979037

Grading Notes:

1. Preliminary Grading quantities existing ground to project subgrade are 1817 cy cut, 456 cy fill. (export 1361 cy)
2. The project export is primarily the existing pavements and building foundations that shall all be removed to an approved disposal site.
3. Preliminary area disturbed by Grading is 93,816 sf (2.15 acres).
4. From existing ground to Finished Grade, Max fill = 2.43', Max Cut = 1.53' (exclusive of utility trenches) - site average elevation change from existing ground to Finished Grade = 0.59' higher than existing ground

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MH engineering Co.
16075 Vineyard Boulevard
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Bebek, 95 Howson Vesting Tentative Map

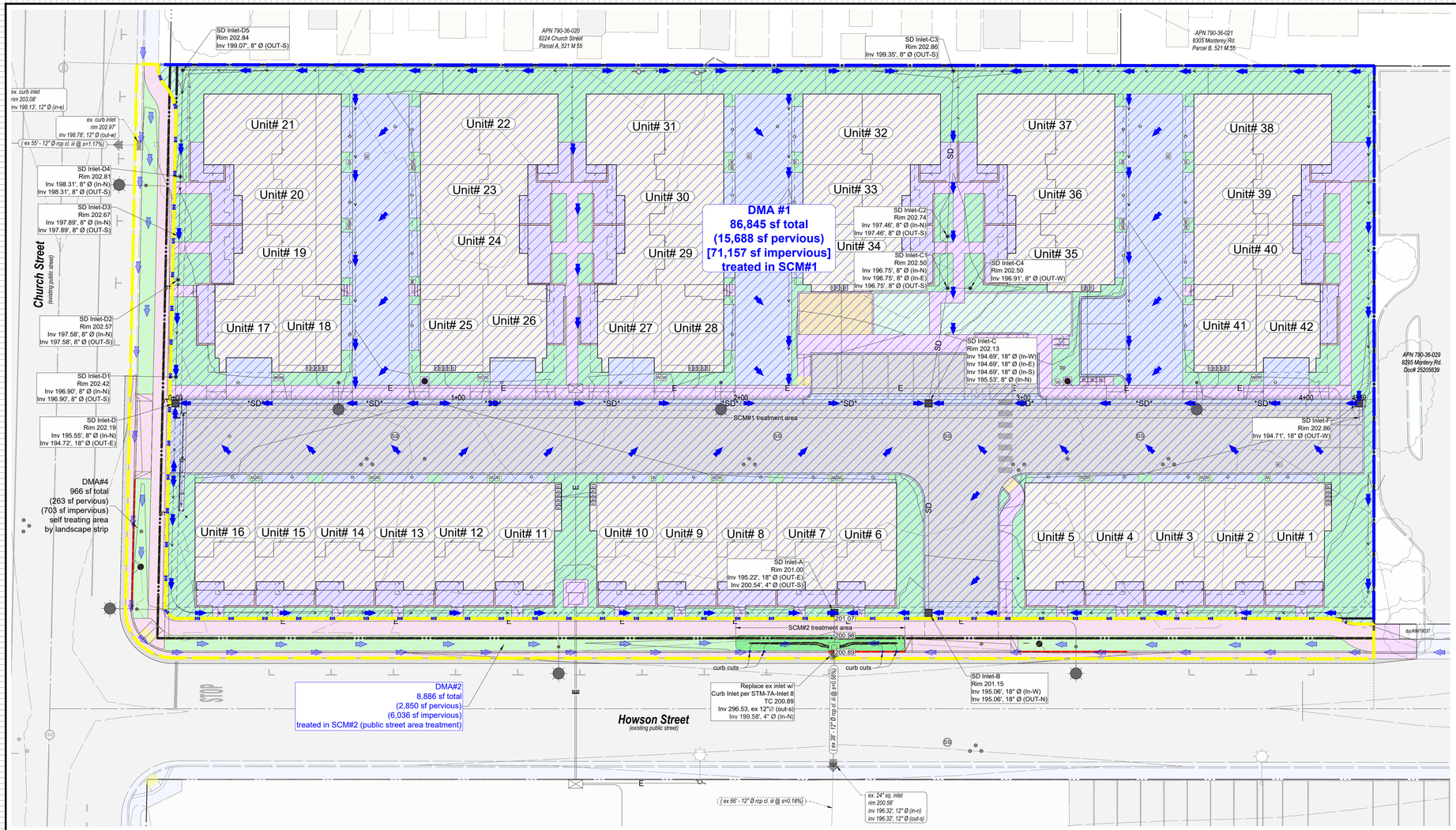
Preliminary Grading & Drainage Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
SCALE:
DRAWN BY: Aa
CHECKED BY: jp

JOB NO.
222121

SHEET
C6
OF



DMA#1: Project Drainage Management Area

DMA#2: Project Public Area drainage management areas (public sidewalks and streets not tributary to on-site treatment area)

Off-site flow path (to remain as is)

Project Flow direction (flows treated by SCM)

ex storm drain pipe flow direction

New Storm Drain pipe flow direction

(sd) existing storm drain pipe run

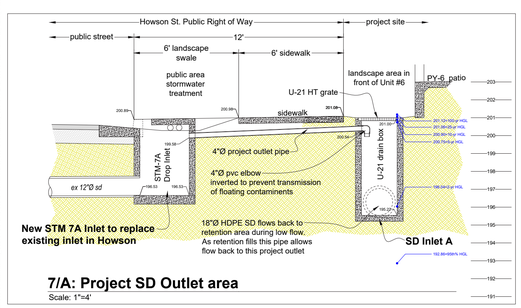
SD New Storm Drain pipe run

SD New Perforated Storm Drain pipe run

See Grading & Drainage Plan for detailed site elevations and slopes

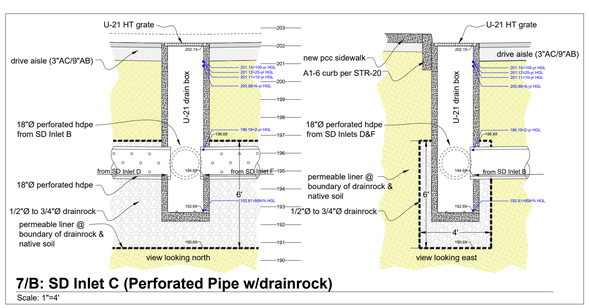
Storm Water Control Notes:

1. U-21 inlets serve as point of access for inspection and maintenance of the underground storage in addition to being the inlets for runoff. The sumps in theses inlets along the perforated pipe run are to collect sediments in a location available for inspection and cleaning as required by the Stormwater BMP Operation and Maintenance Agreement which will accompany final project approval.



7/A: Project SD Outlet area

Scale: 1"=4'



7/B: SD Inlet C (Perforated Pipe w/drainrock)

Scale: 1"=4'

See project Drainage Analysis and Stormwater Calculations for comprehensive report

Project Impervious / Pervious Areas DMA#1 (on-site project runoff)

Area	Pre Project		ex to be removed	ex to remain	New	Completed Project		Δ
$A_{Planted\ \&\ Open\ Areas}$	7,819	9.0%	7,819	0	15,688	15,688	18.1%	7,869
A_{bldgs}	14,557	16.8%	14,557	0	34,850	34,850	40.1%	20,293
$A_{AC-walks/driveways}$	23,971	27.6%	23,971	0	23,906	23,906	27.5%	-65
$A_{AC-streets/parking}$	24,114	27.8%	24,114	0	12,401	12,401	14.3%	-11,713
$A_{sub-yard}$	16,384	18.9%	16,384	0	0	0	0.0%	-16,384
A_{total}	86,845	100%				86,845	100%	0
$A_{pervious}$	7,819	9%				15,688	18%	7,869
$A_{impervious}$	79,026	91%				71,157	82%	-7,869

DMA#1
86,456sf = Project Tributary Area
82% = Project Impervious Area
0.622 = Project runoff coefficient
3,683cf = Retention Volume Required
4,794cf = Project Retention Volume provided (excess necessary to mitigate peak flows)
SCS routing summary:

Event (return)	Rainfall (in.)	Pre-Project Q(peak) (cfs)	Post-Project Q(peak) (cfs)	V(peak) (cf)	Elev(peak) (ft.)
95%	1.50	0.19	0.00	397	192.86
2-year	2.29	0.34	0.00	1,654	196.04
5-year	3.27	0.52	0.18	2,418	200.75
10-year	3.91	0.64	0.36	2,421	200.90
25-year	4.69	0.78	0.50	2,425	201.06
100-year	5.81	0.98	0.70	2,428	201.12

Project Impervious / Pervious Areas DMA#2 (Runoff from areas in public right of way)

Area	Pre Project		ex to be removed	ex to remain	New	Completed Project		Δ
$A_{Planted\ \&\ Open\ Areas}$	1,329	15.0%	1,329	0	2,850	2,850	32.1%	1,521
A_{bldgs}	0	0.0%	0	0	0	0	0.0%	0
$A_{AC-walks/driveways}$	5,117	57.6%	5,117	288	5,748	6,036	67.9%	919
$A_{AC-streets/parking}$	1,568	17.6%	1,568	0	0	0	0.0%	-1,568
$A_{sub-yard}$	872	9.8%	0	0	0	0	0.0%	-872
A_{total}	8,886	100%	8,014	288	8,598	8,886	100%	0
$A_{pervious}$	1,329	15%				2,850	32%	1,521
$A_{impervious}$	7,557	85%				6,036	68%	-1,521

DMA#2
8,886sf = Project Tributary Area
68% = Project Impervious Area
0.475 = Project runoff coefficient
185cf = Retention Volume Required
272cf = Project Retention Volume provided (excess necessary to mitigate peak flows)
SCS routing summary:

Event (return)	Rainfall (in.)	Pre-Project Q(peak) (cfs)	Post-Project Q(peak) (cfs)	V(peak) (cf)	Elev(peak) (ft.)
95%	1.50	0.02	0.01	0	199.95
2-year	2.29	0.03	0.02	1	199.97
5-year	3.27	0.05	0.04	1	199.99
10-year	3.91	0.06	0.05	1	200.01
25-year	4.69	0.08	0.06	2	200.03
100-year	5.81	0.10	0.08	3	200.05

Stormwater Control Plan:

1. Project Name: Bebek - 95 Howson
2. City Project #: AS 24-07, TM 24-01
3. Project Site Address: 95 Howson, Gilroy CA
4. Assessor's Parcel No: 790-36-012
5. Applicant: Bebek Development Co.
   John Bebek III
   31815 Camino Capistrano, Suite 27
   San Juan Capistrano, CA 92675
   949.235.3642 / jbebek@bebekdevelopment.com
6. Owners:
   (1/3) Marcia H. Bodnar Living Trust
   -
   (1/3) Ronald F. Howson Trust u/a/d 12/3/2006
   PO Box 2327, Gilroy CA 95021
   (1/3) Roberta H. Hughan Revocable Trust
   366 Fifth Street, Gilroy CA 95020
7. Project Type: multi-unit residential (Downtown - Gateway Dist.)
8. Total Project Area: 1.994 ac (86,845 sf)
9. Impervious Surface Area tabulation (see table this sheet)
10. Performance Requirements that Apply to this Project: #1, #2, #3 & #4
11. Performance Req. No. 1: Site Design & Runoff Reduction **[req. Aimp ≥ 2,500sf]**
    11.1.No natural drainage features or creeks are disturbed.
    11.2.No highly permeable solis are impacted by this project.
    11.3.Clearing and grading of the site does not include any grading of native vegetation.
    11.4.All proposed improvements are on areas that are not sensitive nor in a natural un-disturbed state.
    11.5.Storm water runoff from the project is minimized by all project runoff being routed to an underground retention, infiltration, and detention facility.
    11.6.The City of Gilroy Stormwater BMP Operation and Maintenance Agreement shall be provided with final approval of this project.
12. Performance Req. No. 2: Water Quality Treatment **[req. Aimp ≥ 15,000sf]**
    12.1.LID collection, retention & treatment (R3-2013-0032.B.3.b)
    12.2.The City of Gilroy Stormwater BMP Operation and Maintenance Agreement shall be provided with final approval of this project.
13. Performance Req. No. 3: Runoff Retention **[req. Aimp ≥ 15,000 sf in WMZ 1]**
    13.1.Project shall Retain the 95th Percentile 24-hour Rainfall event (R3-2013-0032.B.4.i)
    13.2.Site Assessment Measures:
    13.2.1. Site Topography: flat site with all drainage currently leaving the site as sheet flow over back of walk.
    13.2.2. Hydrologic Features: no existing natural areas, wetlands, watercourses, seeps or springs.
    13.2.3. Depth to Seasonal high groundwater: 52'
    13.2.4. Locations of groundwater wells used for drinking: City Well #5-2 is 1,900 ft east of project. City Well #1 2,000 ft south east of project. City Well #2 is 1,900 feet south west of the project.
    13.2.5. Depth to an impervious layer: >200 feet.
    13.2.6. Presence of unique geology: None
    13.2.7. Geotechnical Hazards: None
    13.2.8. Documented soil and/or groundwater contamination: ENGEO phase 1 report.
    13.2.9. Soil Types and hydrologic soil groups:
    13.2.9.1. PoA Pleasanton loam, HSG C (65.4% of site)
    13.2.9.2. ZbA Zamora clay loam, HSG C (34.6% of site)
    13.2.10.Vegetative Cover/Trees: a few landscape trees at the end of their lifespan exist on site currently. All are to be removed and replaced with new landscape per landscape plan.
    13.2.11.Run-on characteristics: no existing or proposed run-on for this project. All adjacent properties drain away from property lines independently of this site.
    13.2.12.Existing drainage infrastructure in the area: Existing curb inlets on Church St. and Howson St. drain to Miller Slough which is 75' south of Howson Street and flows easterly and southerly to where it meets Llagas Creek 2.4 miles from project site.
    13.2.13.Structures including retaining walls: no retaining walls existing or proposed. 5 existing buildings on site are to be removed. Proposed project includes 9 new buildings containing 44 residential condominium units.
    13.2.14.Utilities: project to remove existing overhead utility line on-site, connect to the existing city sewer main in Howson, and connect to the existing city water mains in Church and Howson.
    13.2.15.Easements: new PSE along public street frontages, new PSEs within project for services to new buildings, all on-site drainage facilities to be private within HOA owned drive aisles that allow for drainage conveyance and maintenance of drainage infrastructure.
    13.2.16.Covenants: Gilroy Stormwater BMP Operation and Maintenance Agreement shall be provided with final approval of this project.
    13.2.17.Zoning/Land Use: Project design is according to City of Gilroy Downtown Gateway District zone.
    13.2.18.Setbacks: as per Gilroy Downtown Gateway District zone requirements.
    13.2.19.Open Space Requirements: as per Gilroy Downtown Gateway District zone requirements.
    13.2.20.Other considerations: none
    13.2.Site Design Measures:
    13.2.1. Development Envelope: entire site within required building setbacks.
    13.2.2. Conserve Natural Areas: no natural areas exist on-site for conservation.
    13.2.3. Limit Impervious Footprint: Building, parking, and drive aisle sizes are the minimum necessary to serve the required density proposed.
    13.2.4. Street, sidewalk, and Parking areas are the minimum required to serve the project according to the code regulations.
    13.2.5. Setbacks from creeks, wetlands, and riparian habitats: project is redevelopment of existing developed commercial site such that the setbacks from Miller Slough are even less of an impact to creeks, wetlands, and riparian habitats.
    13.2.6. Conform site layout along natural landforms: project site is a flat previously developed lot with no natural landforms to conform to.
    13.2.7. Avoid excessive grading and disturbance of vegetation and soils: project proposed grading and disturbance is the minimum necessary to develop the site according to the Gilroy Downtown Gateway District zone requirements.
    13.3.Delineation of Drainage Management Areas (DMAs): Project site design is a single DMA with all impervious areas being routed to and treated by the proposed LID structural control measure for the most efficient long term maintenance and operation of the site in compliance with the CCRWQCB requirements.
    13.4.Runoff Reduction Measures: project eliminates discharge from the site for the 95%-event and reduces the runoff from the pre-developement condtions for the 2-year through 100-year events by reducing the impervious surface area, capturing and retaining all site runoff for infiltration, and detaining runoff via the new water quality outlet. All new landscape areas include drought tolerant LID appropriate vegetation.
    13.5.Structural Stormwater Control Measures: Project SCMs provide the required small-scale decentralized facility that effectively captures and treats all project runoff and promotes infiltration to the subsurface gravels in a manner consistent with the natural runoff from the site.
    13.6.Hydrologic Analysis and SCM sizing: see accompanying Drainage Analysis and Stormwater Management Calculation report that accompanies this plan set.
14. Statement of Compliance: the project as presented heron this plan set meets the requirements of CCRWQCB Performance Requirements #1, #2, #3, and #4.
15. Alternative Compliance (Off-Site Compliance): not applicable
16. Field Verifications of Post-construction Stormwater Control Measures: Verification of install of SCMs to be provided by letter from engineer to City of Gilroy upon completion of construction.
17. Operation and Maintenance for Structural SCMs: Project shall provide City of Gilroy Stormwater BMP Operation and Maintenance Agreement to City for recordation upon completion of construction and prior to occupancy of the site. This agreement inlcudes the assignment of responsibility, description of the SCMs, and all requirements for maintenance and operation of the SCMs. This document covers all requirements of R3-2013-0032(E).

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MH engineering Co.
Morgan Hill, CA 95037
16075 Vineyard Boulevard

Preliminary Storm Water Control Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
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DRAWN BY: Aa
CHECKED BY: jp

JOB NO.
222121

SHEET
C7
OF

SCALE: 1/16" = 1'-0"

North

Church Street
(existing public street)

Howson Street
(existing public street)

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-029
8295 Monterey Rd.
Doc# 25205639

150' from new public fire hydrant on east side of Church Street

150' from new private fire hydrant near Unit #25

150' from new private fire hydrant near Unit #35

150' from new public fire hydrant near Unit #5

Left turn movements not modeled due to right turns show being the limiting design factor

area to be dedicated to City

no parking - curb painted red (typ.)

no parking - flush curb painted red (typ.)

Length <150', no fire turnaround required

103.13'

102.97'

Private Drive Aisle

Private Street A

Private Street B

PCC sidewalk

PCC Driveway

PCC Driveway per STR-18B

PCC Sidewalk per STR-14

New Fire Hydrant (private)

New Fire Hydrant (public)

ex Fire Hydrant (public)

FDC on backflow per WA-19

rolling gate per CA Fire Code D103.5 at limited access point (Fire & Garbage only)

CoG Fire Truck

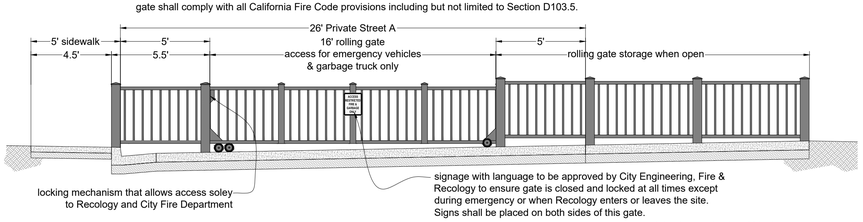
~ planting strip ~

curb&gutter replacement per STR-13

doc#9979037

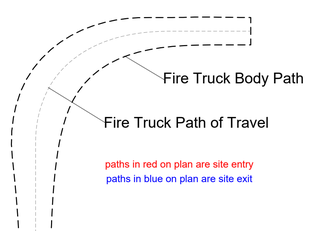
Unit# 1 Unit# 2 Unit# 3 Unit# 4 Unit# 5 Unit# 6 Unit# 7 Unit# 8 Unit# 9 Unit# 10 Unit# 11 Unit# 12 Unit# 13 Unit# 14 Unit# 15 Unit# 16 Unit# 17 Unit# 18 Unit# 19 Unit# 20 Unit# 21 Unit# 22 Unit# 23 Unit# 24 Unit# 25 Unit# 26 Unit# 27 Unit# 28 Unit# 29 Unit# 30 Unit# 31 Unit# 32 Unit# 33 Unit# 34 Unit# 35 Unit# 36 Unit# 37 Unit# 38 Unit# 39 Unit# 40 Unit# 41 Unit# 42

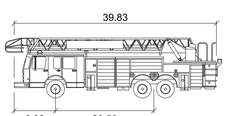
gate shall comply with all California Fire Code provisions including but not limited to Section D103.5.



Detail 8/A: Rolling Gate @ west end of Street A

Scale: 1/4" = 1'-0"





CoG Fire Truck

feet	
Width	: 9.17
Track	: 9.14
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

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REGISTERED PROFESSIONAL ENGINEER ALLEN T. ANDRADE C58384 EXP 12-31-2026 STATE OF CALIFORNIA CIVIL

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Morgan Hill, CA 95037

Bebek, 95 Howson Vesting Tentative Map

Preliminary Fire Circulation Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

DATE: 2026-01-14
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CHECKED BY: jb

JOB NO. 222121

SHEET C8 OF ----

SCALE: 1/16"= 1'-0"

North

APN 790-36-020
8224 Church Street
Parcel A, 521 M 55

APN 790-36-021
8305 Monterey Rd.
Parcel B, 521 M 55

APN 790-36-029
8295 Monterey Rd.
Doc# 25205639

Garbage Truck shall only enter Street A by right turn from Church Street and exit Street A by right turn onto Church Street (no left turns by garbage trucks)

Church Street
(existing public street)

PCC Driveway per STR-16A

Recology Collection Truck

Unit# 21 | Unit# 22 | Unit# 31 | Unit# 32 | Unit# 37 | Unit# 38
Unit# 20 | Unit# 23 | Unit# 30 | Unit# 33 | Unit# 36 | Unit# 39
Unit# 19 | Unit# 24 | Unit# 29 | Unit# 34 | Unit# 35 | Unit# 40
Unit# 17 | Unit# 18 | Unit# 25 | Unit# 26 | Unit# 27 | Unit# 28 | Unit# 41 | Unit# 42

20' | 31.33' | 103.13'

DA-A Private Drive Aisle
DA-B Private Drive Aisle
DA-C Private Drive Aisle

Fire Hydrant

PCC sidewalk

PCC Driveway

unit 18-21 carts | unit 22-25 carts | unit 26-29 carts | unit 28-33 carts | unit 34 carts | unit 35-38 carts | unit 39-42 carts

Recology Collection Truck

ST-A
Private Street

Garbage Collection Trucks will enter this area forward then 3-point turn at Street B then load carts along north side of Street A then exit at Chruch St.

rolling gate per CA Fire Code D103.5 at limited access point (Fire & Garbage only)

Unit# 16 | Unit# 15 | Unit# 14 | Unit# 13 | Unit# 12 | Unit# 11 | Unit# 10 | Unit# 9 | Unit# 8 | Unit# 7 | Unit# 6 | Unit# 5 | Unit# 4 | Unit# 3 | Unit# 2 | Unit# 1

ST-B
Private Street

area to be dedicated to City

~ planting strip ~

curb&gutter replacement per STR-13

PCC Sidewalk per STR-14

PCC Driveway per STR-16A

doc#9979037

Recology Collection Truck

Recology entry from Howson not expected to be typical due to efficiency of entering and exiting off Church Street via locked gate as explained in note 1 below. Yet this entry/exit is available for Recology should drivers need to use it.

Howson Street
(existing public street)

ex Fire Hydrant

Left turn movements not modeled due to right turns show being the limiting design factor

g r c Recology Carts - storage location 3 stream w/ Garbage, Recycle, & Compost for each unit in private garage.

G R C Recology Carts - pick up day location 3 stream w/ Garbage, Recycle, & Compost for each unit.

(#) — Expected waste collection sequence

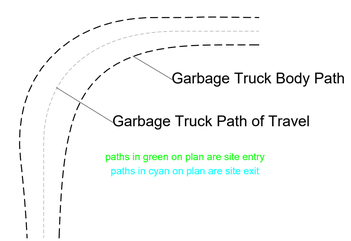
Waste Collection Notes:

1. Expected Garbage collection route/sequence would be enter Street A from Church, unlock/open gate (1), pick up carts for units16-13 (2), close/lock gate (3), proceed to pick up carts for units 12-1 reverse to make 3-point turn in Street B / Street A intersection then pick up carts 42-17 carts (4), unlock/open gate (5), pull out to Church St limit line then close/lock gate (6) then exit to Church Street.
2. Homeowners to store carts in private garages until pick up day. On pick up day, carts to be staged as depicted on this plan where they are emptied by waste hauler. After emptied carts shall be returned to private garage within 8-hours.
3. Project CC&Rs shall include garbage cart storage and placement requirements in an enforceable manner.
4. Turning movements shown represent the standard side right side loading Recology Truck.

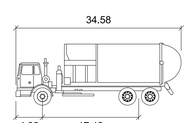


Plastic Carts

SIZE	LENGTH	WIDTH	HEIGHT
32-gallons	24.25"	19.25"	38.50"
64-gallons	31.75"	24.25"	41.75"
96-gallons	35.25"	29.75"	43.25"



paths in green on plan are site entry
paths in cyan on plan are site exit



Recology Collection Truck

	feet
Width	: 8.00
Track	: 8.04
Lock to Lock Time	: 6.0
Steering Angle	: 47.9

For Planning Approval Only

REGISTERED PROFESSIONAL ENGINEER
ALLEN T. ANDRADE
C58384
EXP 12-31-2026
STATE OF CALIFORNIA
1/14/2026

Entitlement Plan Set Iterations:
1. 2024-03-06 1st submittal (by cbg)
2. 2024-09-17 2nd submittal C-sheets
3. 2025-02-06 3rd submittal C-sheets
4. 2025-11-06 4th submittal C-sheets
5. 2025-12-31 5th submittal C-sheets
6. 2026-01-14 6th submittal C-sheets

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037

Bebek, 95 Howson Vesting Tentative Map

Preliminary Solid Waste Plan

Bebek, 95 Howson Street AS 24-07, TM 24-01

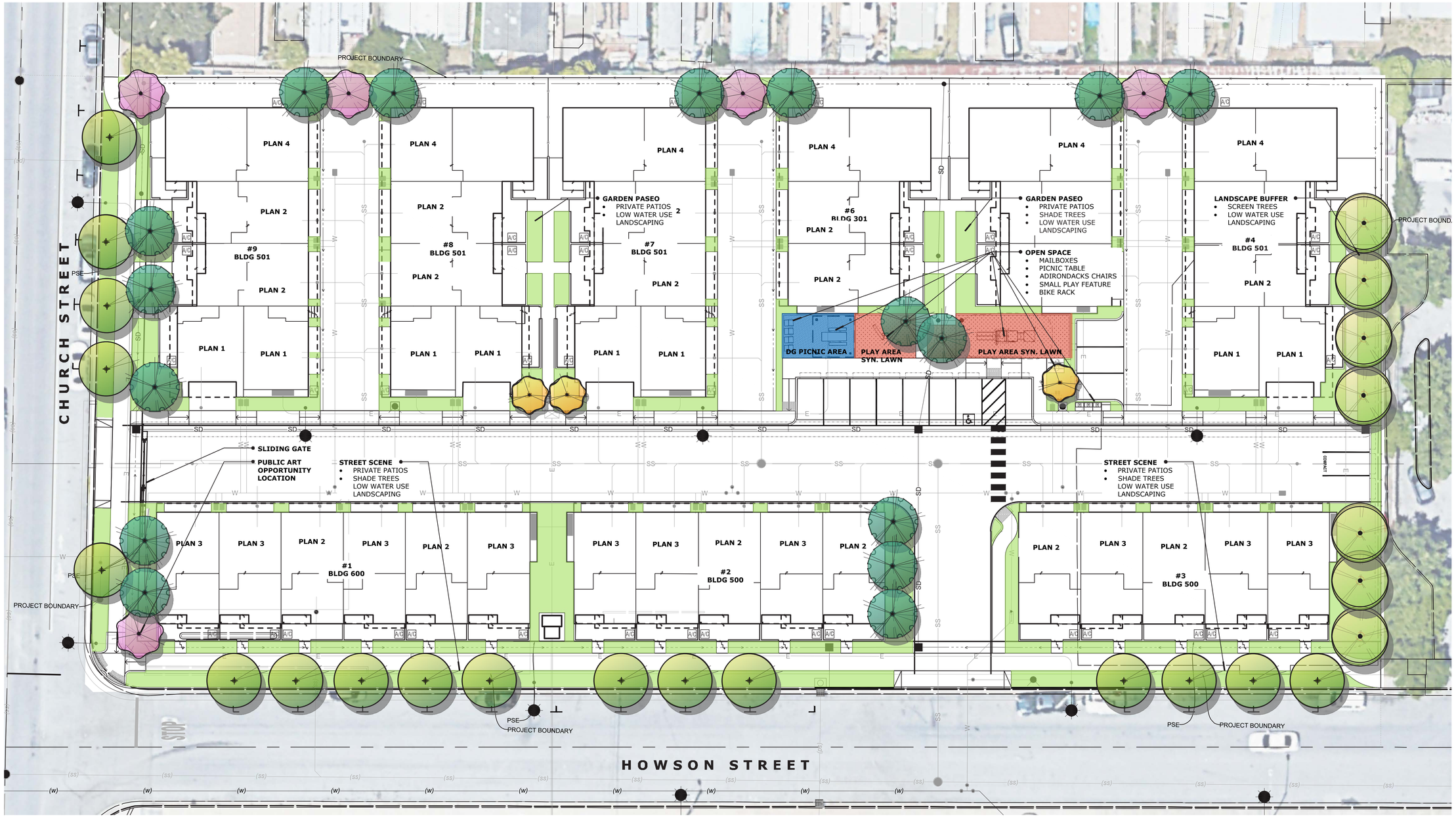
DATE: 2026-01-14
SCALE:
DRAWN BY: Aa
CHECKED BY: jb

JOB NO. 222121

SHEET C9
OF ----

SHEET INDEX

L-1 CONCEPTUAL LANDSCAPE PLAN
L-2 SITE TABULATIONS
L-3 CONCEPTUAL FENCE AND WALL PLAN
L-4 CONCEPTUAL TREE PLAN
L-5 CONCEPTUAL PLANTING PLAN
L-6 CONCEPTUAL IRRIGATION PLAN
L-7 GENERAL NOTES AND LEGENDS



BEBEK DEVELOPMENT COMPANY

LAND CONCERN
LANDSCAPE ARCHITECTURE
1750 E DEERE AVE, SANTA ANA, CA 92705
O 949.250.4822 www.landconcern.com

95 HOWSON
GILROY, CA

Conceptual Landscape Plan

0 8 16 32
SCALE: 1" = 16'-0"

October 31, 2025 | L-1



SITE TABULATION LEGEND

- COMMON/ PRIVATE AREA LANDSCAPE 21,634 SQ. FT.
- PRIVATE OPEN SPACE UPPER 5,272 SQ. FT.
- ACTIVE OPEN SPACE 1,000 SQ. FT.
- PASSIVE OPEN SPACE 400 SQ. FT.

Private Open Space By Units (in Sq.Ft.)	
Unit #	**Balconies, Patios, or Porches**
Plan 1	84
Plan 2	153
Plan 3	104
Plan 4	105 - 216

Site Tabulations

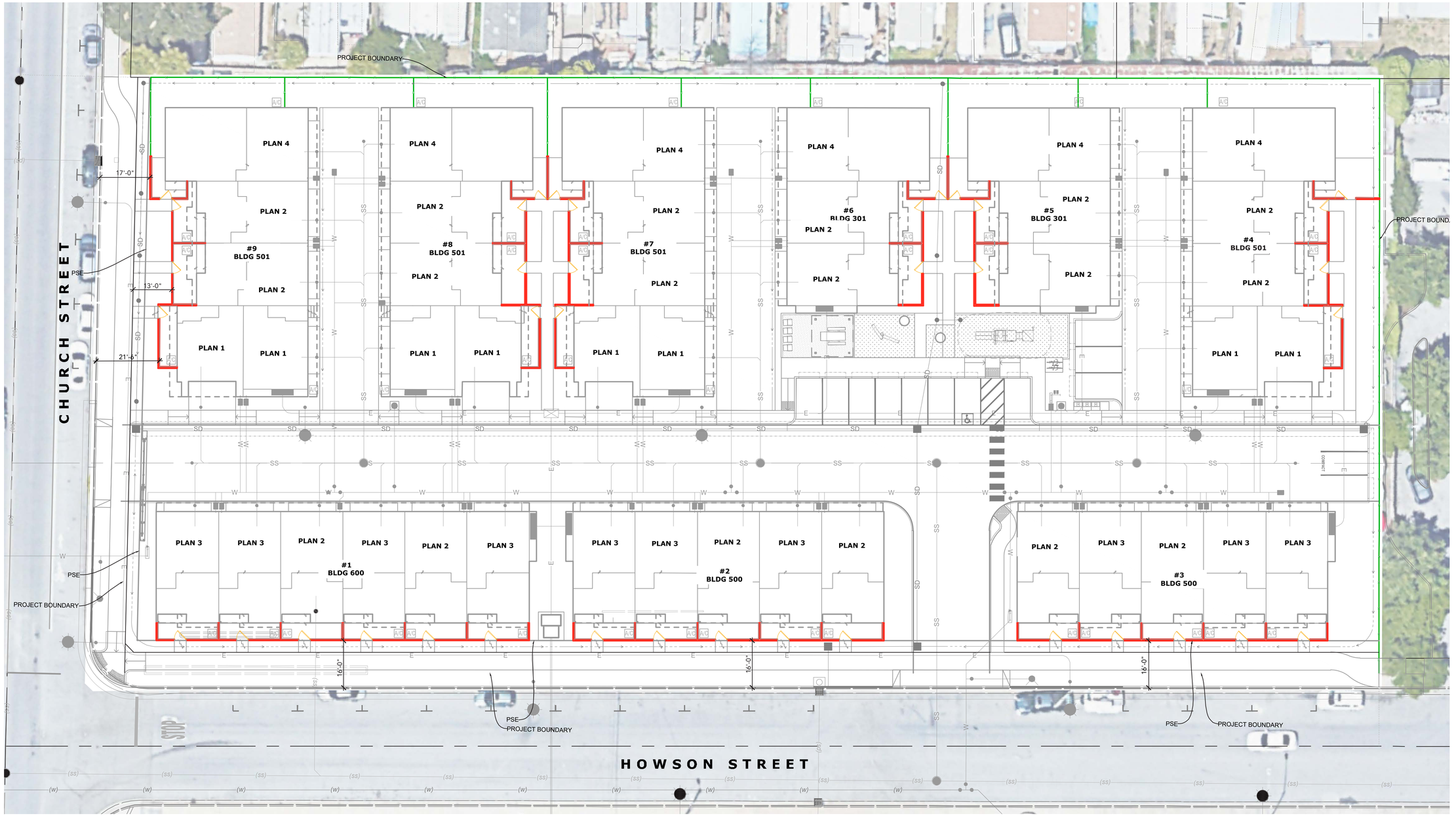
BDC
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GILROY, CA

0 8 16 32
SCALE: 1" = 16'-0"

October 31, 2025 | L-2



FENCE AND WALL LEGEND

42" VINYL PATIO FENCE & GATE



6'-0" VINYL FENCE



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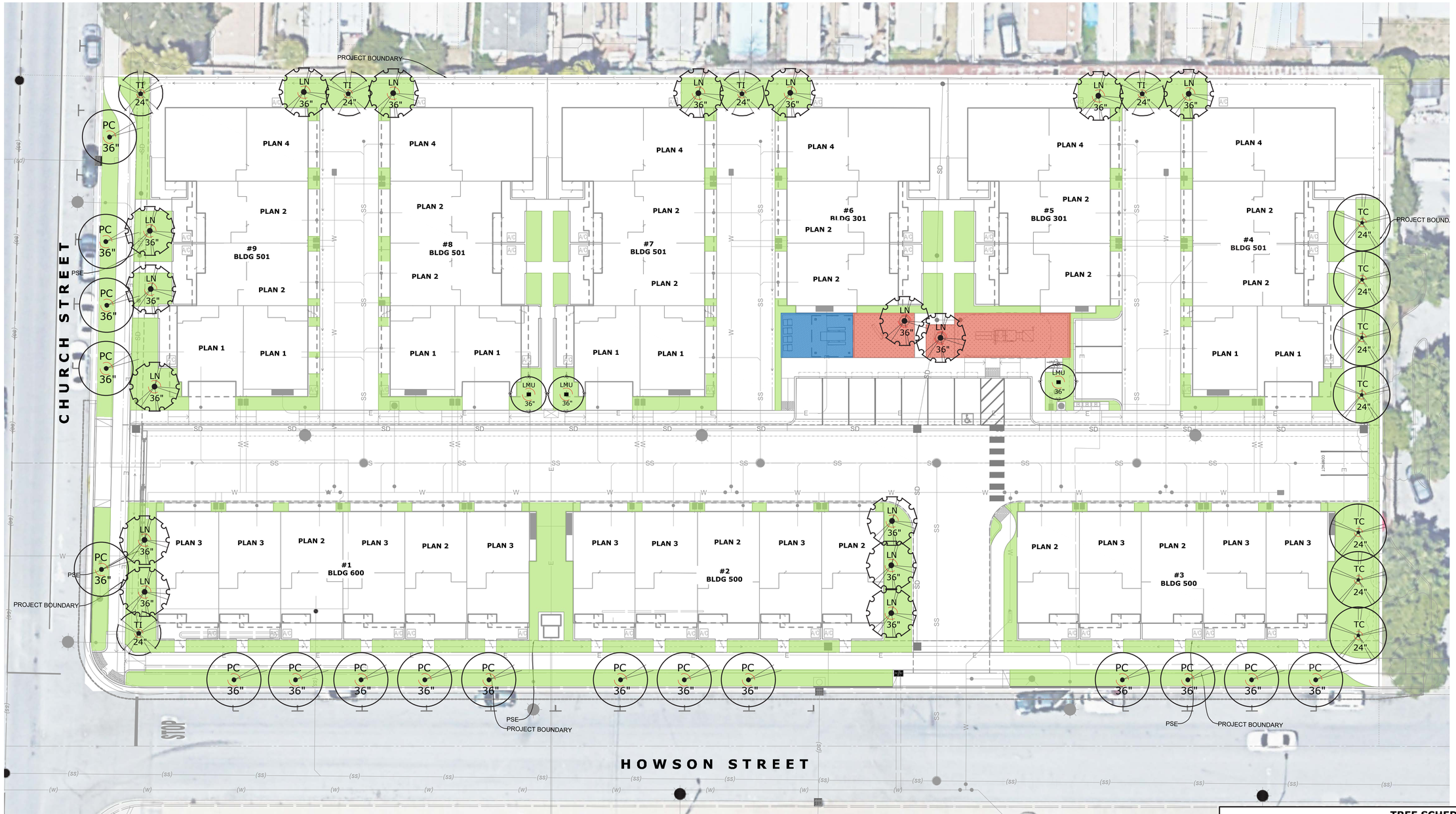
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95 HOWSON
GILROY, CA

Conceptual Fence and Wall Plan

0 8 16 32
SCALE: 1" = 16'-0"

October 31, 2025 | L-3



TREE SCHEDULE						
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	WUCOLS	QTY.
LMU	Lagerstroemia 'Muskogee'	Hybrid Crepe Myrtle	36" Box	UPRIGHT MULTI-TRUNK	Low	4
LN	Laurus nobilis 'Saratoga'	Saratoga Bay Tree	36" Box	STANDARD	Low	17
PC	Pistacia chinensis	Chinese pistache	36" Box	STANDARD	Low	17
TI	Tabebuia impetiginosa	Pink Trumpet Tree	24" Box	STANDARD	Moderate	5
TC	Tristania conferta	Brisbane Box	24" Box	LOW BRANCHING	Moderate	7

WUCOLS NOTE:
WUCOLS, Water Use Classification of Landscape Species, is a University of California Cooperative Extension publication and is a guide to the water needs of the landscape plants.

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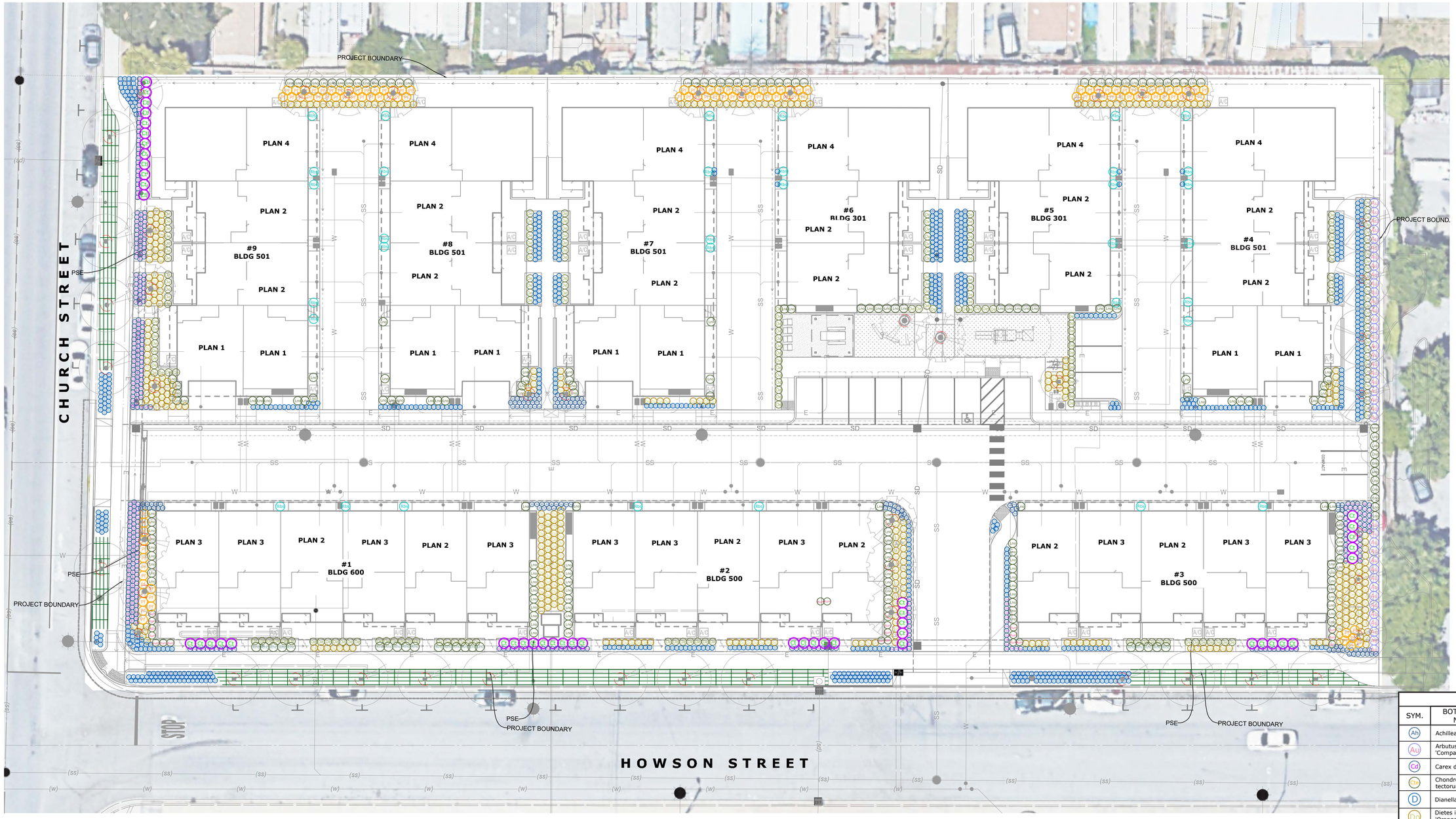
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GILROY, CA

Conceptual Tree Plan

0 8 16 32
SCALE: 1" = 16'-0"

October 31, 2025 | L-4



SHRUB SCHEDULE					
SYM.	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	QTY
Ah	Achillea 'Moonshine'	Moonshine Yarrow	1 Gal	Low	131
Au	Arbutus undeo 'Compacta'	Dwarf Strawberry Tree	15 Gal	Low	40
Cd	Carex divulsa	Berkley Sedge	1 Gal	Low	347
Ctx	Chondropetalum tectorum	Cape Rush	5 Gal	Low	51
D	Dianella Little Rev	Little Rev Flax Lily	1 Gal	Low	848
Dg	Dietes iroides 'Orange Drop'	Orange Drop Fortnight Lily	5 Gal	Low	409
Lno	Laurus nobilis	Bay Laurel	15 Gal	Low	204
	Lippia nodiflora	Kurapia	1 Gal	Low	970
Oe	Olea europaea 'Montra'	Little Ollie Dwarf Olive	15 Gal	Low	184
Pf	Phlomis fruticosa	Jerusalem sage	5 Gal	Low	163
Rum	Rhaphiolepis umbellata 'Minor'	Dwarf Indian Hawthorne	5 Gal	Low	26
Rbs	Rosmarinus o. 'Blue Spires'	Blue Spires Rosemary	15 Gal	Low	40
Rho	Rosmarinus o. 'Huntington Carpet'	Huntington CarpetRosemary	1 Gal	Low	21

WUCOLS NOTE:

WUCOLS, Water Use Classification of Landscape Species, is a University of California Cooperative Extension publication and is a guide to the water needs of the landscape plants.

Conceptual Planting Plan

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95 HOWSON
GILROY, CA

0 8 16 32
SCALE: 1" = 16'-0"

October 31, 2025 | L-5



MWELO WATER USAGE WORKSHEET - GILROY

WATER METER 1 / CONTROLLER A

CITY OR ZONE: STATE ZONE 10
REFERENCE EVAPOTRANSPIRATION (ETo): 42.60
LANDSCAPE TYPE: RESIDENTIAL

LANDSCAPE AREA (LA)

HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	E T ADJUSTMENT FACTOR (ETAF)	ESTIMATED WATER USE (GALLONS)
1	12,901	100%	SHRUB - LOW WATER USE	0.3	IN-LINE DRIP	81%	0.37	129,163
2			---		IN-LINE DRIP	81%		-
3			---		IN-LINE DRIP	81%		-
4			---		IN-LINE DRIP	81%		-
5			---		IN-LINE DRIP	81%		-
6			---		IN-LINE DRIP	81%		-
7			---		IN-LINE DRIP	81%		-
8			---		---			-
9			---		---			-
10			---		---			-
11			---		---			-
12			---		---			-
13			---		---			-
14			---		---			-

TOTAL AREA (SQ. FT): 12,901
(ACRE'S): 0.30

ESTIMATED TOTAL WATER USE (GALLONS): 129,163
(HCF): 173
(ACRE FEET): 0.296

TOTAL SLA AREA (SQ. FT): -
TOTAL STANDARD AREA (SQ. FT): 12,901 100%

SLA TOTAL WATER USE (GALLONS): -
STANDARD LANDSCAPE WATER USE (GALLONS): 129,163
ACTUAL TOTAL WATER USE (GALLONS): 129,163
(HCF): 172.7
(ACRE FEET): 0.40

TOTAL LANDSCAPE AREA (SQ. FT): 12,901 100%
(ACRE'S): 0.30

SITE HOSE EFFICIENCY: 81%
SITE RHOE E TAF: 0.37

MAXIMUM ALLOWABLE WATER ALLOTMENT (GALLONS): 191,387
(ACRE FEET): 0.59

FORMULAS AS REQUIRED BY THE REVISED 2016 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE:
WHERE AS:

MAWA = MAXIMUM APPLIED WATER ALLOWED
E TWU (b) = ESTIMATED TOTAL WATER USE FOR EACH HYDROZONE (b)
LA = LANDSCAPE AREA (SQ. FT.)
ETo = REFERENCE EVAPOTRANSPIRATION
ETAF = ET ADJUSTMENT FACTOR (.45 FOR NON RESIDENTIAL LANDSCAPES, 0.55 FOR RESIDENTIAL LANDSCAPES, 0.68 FOR CVHE)
SLA = SPECIAL LANDSCAPE AREA (SQ. FT.) FOR RECYCLED WATER USE AND URBAN FOREST
PF = PLANT WATER USE FACTOR
IE = IRRIGATION EFFICIENCY

$$MAWA = (ETo \times .62 \times [(LA \times ETAF) + SLA \times (1-ETAF)])$$

$$ETWU(b) = \left(\frac{PF \times HA}{IE}\right) \times ETo \times 0.62$$

IRRIGATION WATER CONSERVATION NARRATIVE

THE LANDSCAPE IRRIGATION DESIGN CONTAINS ELEMENTS THAT WILL BE INCORPORATED INTO THE CONSTRUCTION OF THE IRRIGATION SYSTEM TO PROMOTE THE CONSERVATION AND PRESERVATION OF WATER RESOURCES PER THE CITY OF GILROY MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO). THE FOLLOWING IS A LIST OF THOSE ELEMENTS:

1. THE LANDSCAPE IS PLANTING INTO IRRIGATION ZONES WITH DIFFERING WATERREQUIREMENTS BASED UPON PLANT MATERIAL, SUN EXPOSURE, AND IRRIGATION APPLICATION TYPE AS SUCH:
   a. MEDIUM AND LOW WATER USAGE PLANT MATERIAL
   b. DRIP IRRIGATION
2. A HYDROZONE SUMMARY TABLE WITH WATER USE CALCULATIONS IS INCLUDED WITH THE EXHIBIT.
3. THE PLANTING LEGEND REFERENCES THE WATER USAGE REQUIREMENT BASED UPON THE WATER USE CLASSIFICATION OF LANDSCAPE SPECIES (WUCOLS IV) AS PUBLISHED BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. PLANTS WITHIN THE LANDSCAPE ARE GROUPED BY SIMILAR CLASSIFICATIONS.
4. A PRESSURE-REGULATING VALVE IS SPECIFIED AT THE POINT OF CONNECTION TO REDUCE EXCESS PRESSURE TO THE SYSTEM.
5. INLINE DRIP IRRIGATION IS USED TO INCREASE EFFICIENT APPLICATION. NO SPRAY IRRIGATION IS INCLUDED IN THE DESIGN.
6. A 'SMART WATER APPLICATION TECHNOLOGY' (SWAT) IRRIGATION CONTROLLER IS SPECIFIED TO ADJUST THE IRRIGATION TO LOCALIZED WEATHER CONDITIONS.
7. A RAIN SHUT OFF DEVICE IS SPECIFIED TO OVERRIDE THE CONTROLLER IN THE EVENT OF RAINFALL. THE SENSOR WILL BE LOCATED ON THE ROOF EVE AND WILL BE WIRELESS.
8. THREE (3) INCHES OF MULCH WILL BE APPLIED TO ALL PLANTERS.
9. TREES WILL RECEIVE SUPPLEMENTAL WATER WITH SEPARATE IRRIGATION VALVES TO PROMOTE ESTABLISHMENT.
10. A SIGNED CITY OF GILROY MWELO CONFORMANCE AFFIDAVIT WILL BE PROVIDED ON THE APPROVED LANDSCAPE PLANS.

BEBEK DEVELOPMENT COMPANY

LAND CONCERN
LANDSCAPE ARCHITECTURE
1750 E DEERE AVE, SANTA ANA, CA 92705
O 949.250.4822 www.landconcern.com

95 HOWSON
GILROY, CA

Conceptual Irrigation Plan

SCALE: 1" = 16'-0"

October 31, 2025 | L-6

CITY OF GILROY
Community Development Department
7351 Rosanna Street, Gilroy, California 95020-6197
Telephone: (408) 846-0440 Fax: (408) 846-0429
http://www.cityofgilroy.org

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE COMPLIANCE AFFIDAVIT

I, Garrett Bustos, a licensed landscape architect, hereby certify that the landscape and irrigation plans submitted for the below referenced project have been prepared in accordance with the most current State of California Model Water Efficient Landscape Ordinance (MWELO) requirements [Title 23, Division 2, Chapter 2.7 of the California Code of Regulations]. I understand that as the licensed landscape architect, I am responsible for ensuring the project's compliance with the MWELO requirements, including but not limited to the submittal of the required plans, worksheets, reports, audits, maintenance schedule and certificate of completion.

Project / Permit Number: AS 24-07, TM 24-01
Project Address / APN: 95 Howson Street / 790-36-01
Project Name: Bebek, 95 Howson Street

Licensed Landscape Architect Information:

Name (print clearly): Garrett Bustos
Company: Land Concern
Address: 1750 E Deere Ave, Santa Ana CA 92705
Phone Number: 949.333.3604
License Number: 6240 Expiration Date: 6/19/25
Signature:
Date: 01/31/25

[Note: A separate affidavit may be required for planning entitlement applications, building permit submittals, and landscape improvement plan submittals.]

Waypoint ANALYTICAL

Anaheim Office
Lab No: 24-024-0003
January 30, 2024

Land Concern LTD
1750 East Deere Avenue
Santa Ana, CA 92705

Attn: Garrett Bustos

Project: 95 Howson – Gilroy Job #: BDC002

Attached are the results of the analysis performed on four soil samples that were collected from the above mentioned project site from a 12-18 inch depth by the client and received by our laboratory on 01/24/2024. These samples were analyzed for nutrient levels, horticultural suitability, and physical characteristics in preparation for a new landscape installation and to meet WELO requirements.

Analytical Results and Comments

The samples range from slightly alkaline in reaction at 7.4 in B-3 to moderately alkaline at 7.9 on the pH scale in B-4. Soil reactions of 7.5 and higher are above the range preferred for most plants and could cause plants that are sensitive to alkaline soil conditions to show yellowing of foliage beginning with the younger growth. Free lime is favorably low indicating that the pH is weakly buffered in the alkaline range. Incorporation of soil sulfur to a depth of 6 inches in all but the B-3 location will adjust the pH downward. That change would happen slowly and most effectively to the depth of incorporation. Plants that are selected for the B-1, B-2, and B-4 locations should be tolerant of alkaline soil conditions.

Salinity (ECe) and soluble sodium levels are favorably low. The safely low sodium adsorption ratios (SAR) indicate that the sodium present is properly balanced by calcium and magnesium in regards to its effect on soil structure and water infiltration.

Boron is safely low for general ornamental plants and may be below optimum for plant nutritional purposes in all but the B-2 sample. Irrigation water in Southern California often supplies sufficient boron to meet plant nutritional requirements for that nutrient. However, if boron is low in the irrigation water and/or plants show symptoms of boron deficiency after they are well established, consider an application of a product containing boron at the manufacturer's label rate. Boron deficiency symptoms often include stunted or deformed younger growth and "tight" internodes.

In terms of fertility, nitrogen is sufficient at this time in B-3. Phosphorus is low optimum in B-2. Potassium is low optimum in B-4. Calcium and magnesium are sufficient throughout. In the minor element group, copper is sufficient throughout. Iron is sufficient in B-1. The remaining nutrients are low.

The texture of the less than 2mm fraction of the B-2 soil is classified as 'sandy loam' and the less than 2mm fraction of the other samples is classified as 'sandy clay loam,' according to the USDA classification standards. The over 35% gravel present in B-3 classifies the material as 'very gravelly'. The over 15% gravel present in the other samples classifies the materials as 'gravelly'. The elevated gravel content, in combination with a relatively wide distribution of particle sizes in the sand category, indicates that the soils at this site may have a tendency to consolidate and compact. Soil physical properties can be improved by incorporating organic amendment at the provided rate and depth but only to a point. The estimated water infiltration rates are presented in the table below. The actual rates of water infiltration may vary with the degree of soil compaction throughout the project site. Organic content is low in B-1 and B-2 while moderate elsewhere at 2.47% by total dry weight.

Sample ID	USDA Soil Classification	Estimated Infiltration Rate (in./ hr.)	Organic % dry wt.
#1	Gravelly Sandy Clay Loam	0.23	0.86
#2	Gravelly Sandy Loam	0.35	0.99
#3	Very Gravelly Sandy Clay Loam	0.19	2.47
#4	Gravelly Sandy Clay Loam	0.24	2.47

Recommendations

Surface Soil Preparation for Groundcover and Mass Planting

If feasible, prior to amending the areas where severe compaction exists, the surface soil should be ripped or tilled to a 9-inch depth. Uniformly broadcast and blend the following with existing soil to a 6-inch depth.

Materials	Amount per 1000 sq.ft.	Sample Location(s)
Nitrogen fortified organic amendment (compost* or redwood or fir sawdust)	4 cu. yards	B-1 & B-2
	2 cu. yards	B-3 & B-4
Sulfur	8 lbs.	B-1
	13 lbs.	B-2 & B-4
15-15-15	10 lbs.	All areas

*Rates and fertilizers may have to be adjusted depending on analysis of selected compost.

Tree and Shrub Planting Guidelines

1. Excavate planting pits at least twice the diameter of the rootball.
2. The top of the rootball should be at or slightly above final grade.
3. To improve soil chemistry, uniformly blend 1 lb. of iron sulfate in the B-1 and B-3 locations and uniformly blend 2 lbs. of iron sulfate per cubic yard of backfill soil in the B-2 and B-4 locations. Handle iron sulfate with caution since it will severely stain moist concrete.
4. Organic material is not required in the backfill; however, if you wish, the amended surface soil or a soil blend consisting of no more than 10% by volume organic matter can be placed in the upper 12 inches of backfill only in the B-3 and B-4 locations and the amended surface soil or a soil blend consisting of no more than 20% by volume organic matter can be placed in the upper 12 inches of backfill only in the B-1 and B-2 locations. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing
5. Place slow release fertilizer tablets in the upper 12 inches of backfill at manufacturer's recommended rates. If fertilizer amended soil is used as a backfill the addition of slow release fertilizer tablets is not necessary.
6. Do not cover the original rootball with other soil. Ideally, a temporary soil berm is often constructed around the outer edge of the rootball to help channel water into the rootball and then into surrounding soil until roots are established in the backfill and the rootball is no longer the sole source of water for the plant.
7. Ideally, a weed and turf free zone, preferably 2-3 ft. in diameter, should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub; mulch should be kept a minimum 4-6 inches from the trunk.

Maintenance Fertilization

Uniformly broadcast sulfur coated urea at the rate of 5 lbs. per 1000 sq. ft.. The first application should occur approximately 60-90 days after planting, with repeat applications every 90 days or as growth and color dictate. In early fall and spring, substitute a complete fertilizer such as 15-15-15, or equal, for the sulfur coated urea at the rate of 6 lbs. per 1000 sq. ft. to ensure continuing supplies of phosphorus and potassium. Follow each fertilization with a thorough irrigation. When plants have become well established, fertilizer applications can be less frequent.

As noted above, some of the micronutrients are below optimum. When these nutrients are low, especially in an alkaline soil, deficiencies can sometimes show in the plants. If deficiencies show once plants have become established, they may be addressed upon the first sign of deficiency. Symptoms of manganese deficiency may be seen as a general loss of color in the young leaves, followed by yellowing between veins and brownish-black spots appearing. Iron and zinc deficiency symptoms are often characterized by yellow, almost white, interveinal chlorosis on the youngest growth. If these symptoms are apparent once plants are established, then application of iron, zinc, and/or manganese chelate at the manufacturer's label rate may improve appearance. Chelates are generally more effective on alkaline soils than some of the other forms of trace elements.

If we can be of any further assistance, please feel free to contact us.

Joe Kiefer, CCA

CITY OF GILROY

Community Development Department

7351 Rosanna Street, Gilroy, California 95020-6197
Telephone: (408) 846-0440 Fax: (408) 846-0429
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Note: A separate affidavit may be required for planning entitlement applications, building permit submittals, and landscape improvement plan submittals.]

Land Concern LTD
1750 East Deere Avenue

Santa Ana CA 92705

Waypoint ANALYTICAL

4741 East Hunter Ave. Suite A
Anaheim, CA 92807
Main 714-282-8777 ° Fax 714-282-8575
www.waypointanalytical.com

Project : 95 Howson - Gilroy
Job #: BDC002

COMPREHENSIVE SOIL ANALYSIS

Report No : 24-024-0003
Purchase Order :
Date Recd : 01/24/2024
Date Printed : 01/29/2024
Page : 1 of 1

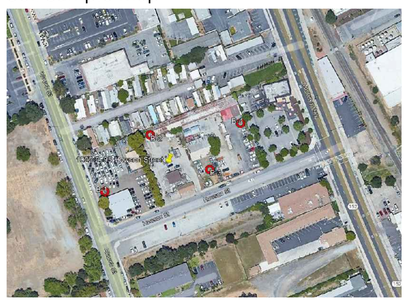
Sample Description - Sample ID	Half Sat %	pH	ECe dS/m	NO -N3	NH4 -N	PO -P4	K	Ca	Mg	Cu		Zn	Mn		Fe	Organic % dry wt.	Lab No.
	TEC	Qual Lime		ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm	ppm		
	Sufficiency Factors																
B-1	17	7.6	0.93	13	8	9	49	1850	613	2.2	1.3	7		40		0.86	04376
	142	Low		0.6		0.4	0.3	0.9	2.3	1.4	0.2	0.5		0.7			
B-2	16	7.8	0.36	3	4	13	44	1870	522	2.8	1.4	6		16		0.99	04377
	137	Low		0.2		0.7	0.3	1.0	2.1	1.9	0.2	0.5		0.3			
B-3	16	7.4	1.99	59	5	8	58	1520	560	1.6	2.1	3		16		2.47	04378
	117	Low		2.0		0.4	0.4	0.9	2.5	1.2	0.4	0.3		0.3			
B-4	14	7.9	0.65	5	5	8	71	1310	277	1.1	1.0	7		13		2.47	04379
	89	Low		0.4		0.5	0.7	1.1	1.7	1.1	0.3	0.9		0.4			

Saturation Extract Values						SAR	Gravel %		Percent of Sample Passing 2 mm Screen					USDA Soil Classification	Lab No.
									Sand						
Ca meq/L	Mg meq/L	Na meq/L	K meq/L	B ppm	SO4 meq/L		Coarse 5 - 12	Fine 2 - 5	Very Coarse 1 - 2	Coarse 0.5 - 1	Med. to Very Fine 0.05 - 0.5	Silt .002-.05	Clay 0-.002		
4.7	4.89	1.52	0.06	0.07	3.0	0.7	10.7	19.6	7.6	6.2	36.6	20.0	29.4	Gravelly Sandy Clay Loam	04376
1.9	1.97	1.01	0.04	0.16	0.98	0.7	6.4	8.9	6.0	5.6	56.8	12.0	19.4	Gravelly Sandy Loam	04377
10	10.8	1.59	0.10	0.11	4.6	0.5	21.9	15.1	11.6	11.2	35.6	16.0	25.4	Very Gravelly Sandy Clay Loam	04378
3.2	2.23	1.56	0.02	0.09	1.2	1.0	3.8	14.7	7.2	10.2	41	20.0	21.4	Gravelly Sandy Clay Loam	04379

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %=approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) & Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m),Boron (B), Sulfate(SO 4), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

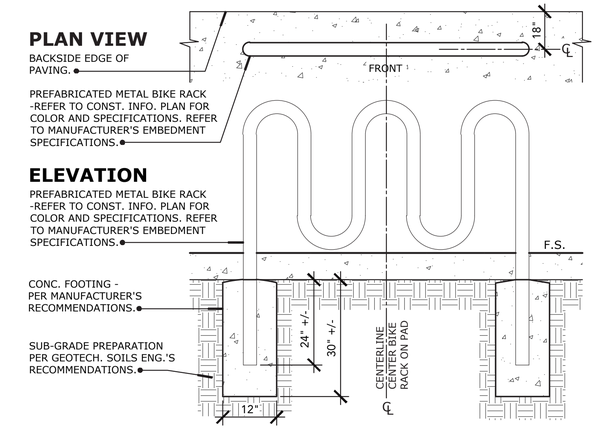
* LOW ; SUFFICIENT ; HIGH

Soil Sample Map

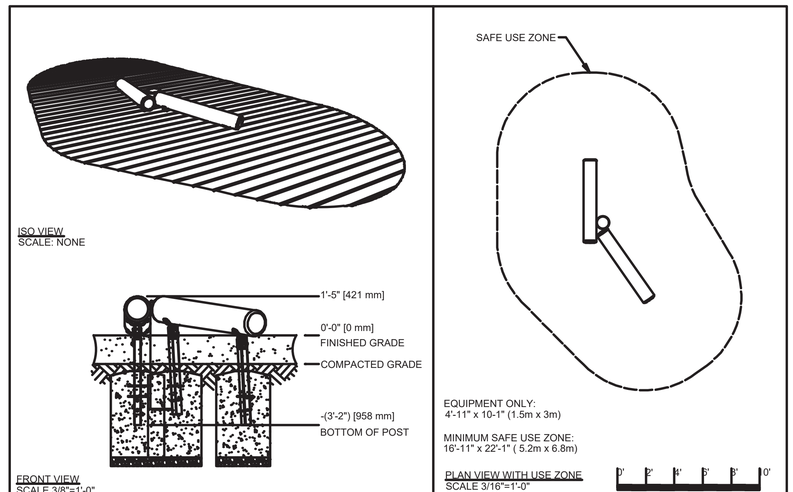


BDC
BEBEK DEVELOPMENT COMPANY

LAND CONCERN
LANDSCAPE ARCHITECTURE
1750 E DEERE AVE, SANTA ANA, CA 92705
O 949.250.4822 www.landconcern.com



Bike Rack

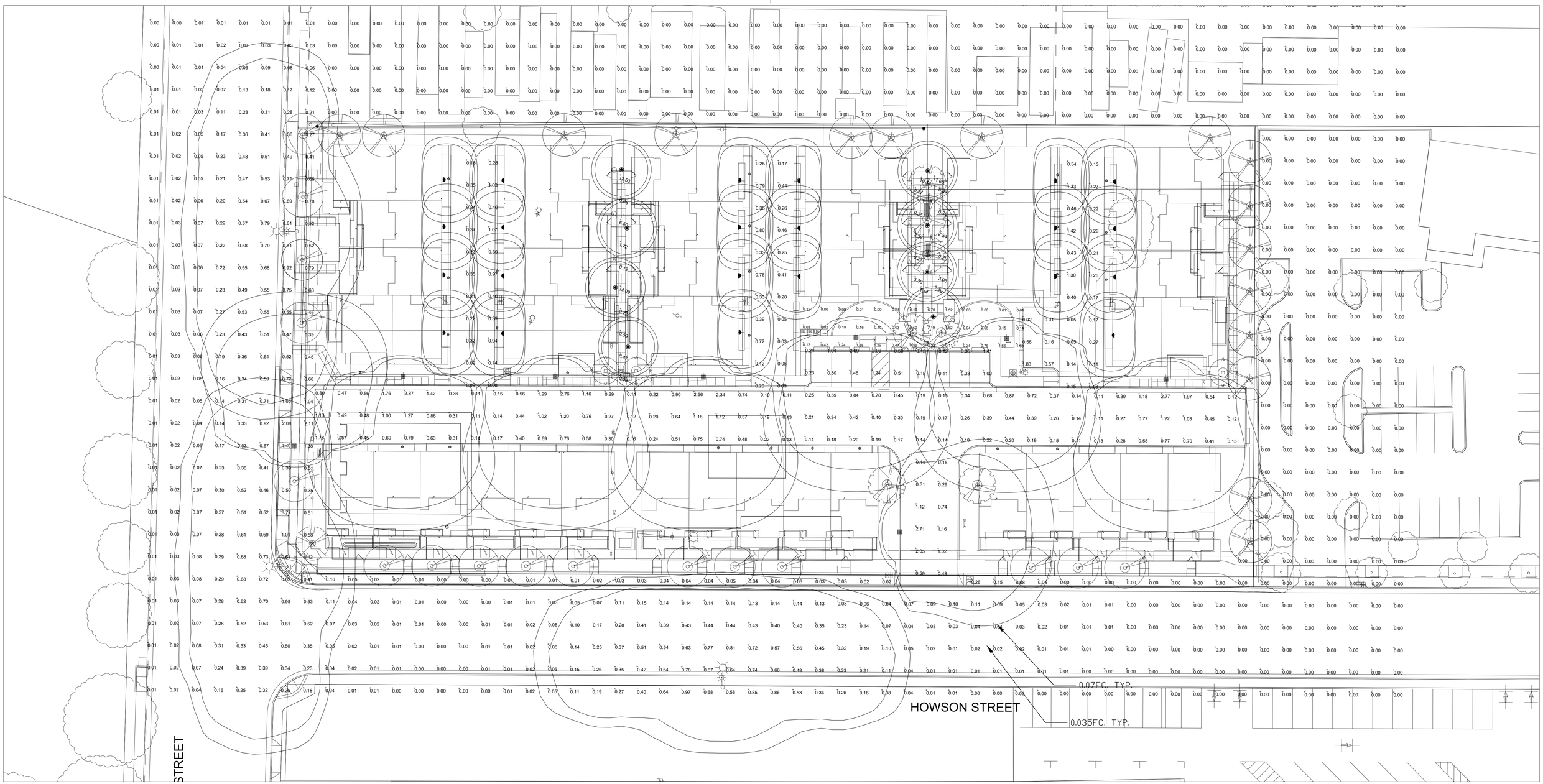


Play Feature

General Notes and Legends

95 HOWSON

GILROY, CA



Luminaire Schedule - LED								
Project: 95 HOWSON ST - GILROY								
Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Description	Filename
	8	AA	Single	0.900	1280	19.8	BEGA 99 862	99862_BEGA_IES.ies
	8	BB	Single	0.900	2050	17	BEGA 84 252K4 - 18' POLE	84252K4_BEGA_IES.ies
	3	EX35	Single	0.900	3629	35	EXISTING LEOTEK GC1-20F-MV-NW-2-GY-530 @ 25' + 2' ARM	GC1-20F-MV-NW-2-GY-530 S.ies
	22	WP	Single	0.900	459	8	BEGA 24 372K4 @ 8'	24372_BEGA_IES.ies

Calculation Summary							
Project: 95 HOWSON ST - GILROY							
Description	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALLEY DRIVES	Illuminance	Fc	0.38	1.83	0.01	38.00	183.00
DRIVES	Illuminance	Fc	0.64	2.87	0.11	5.82	26.09
PASEOS	Illuminance	Fc	3.41	14.09	0.06	56.83	234.83
SMALL PARK	Illuminance	Fc	0.73	7.19	0.00	N.A.	N.A.

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS, FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.

ASSOCIATED LIGHTING REPRESENTATIVES, INC
7777 PARDEE LANE
P.O. BOX 2265
OAKLAND, CA 94621
PHONE: (510) 638-0158 - FAX (510) 638-2908

REPORT FOR: GIACALONE DESIGN SERVICES
BY: APPLICATIONS ENGINEERING; RAMON ZAPATA
SALES REPRESENTATIVE: ALR; KRISTIAN REYES

AGI32 VERSION 21.2
AGI (C) 2024 LIGHTING ANALYSTS, INC.
10268 W. CENTENNIAL ROAD, SUITE 202
LITTLETON, CO 80127

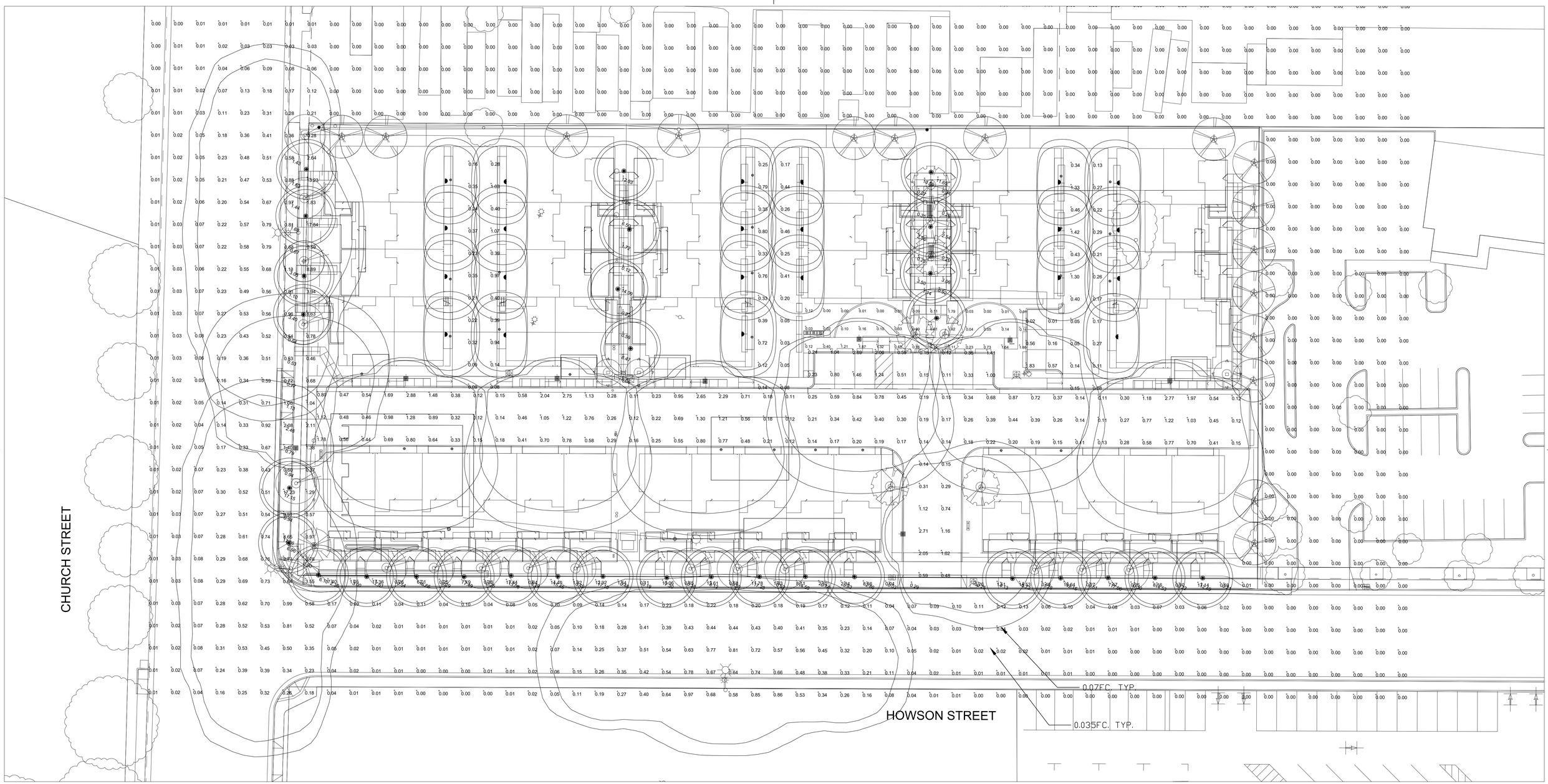
PROJECT DESCRIPTION

95 HOWSON ST
CITY OF GILROY

ALT #1

DRAWING NO. / INPUT FILE
22756REY-A-R1.DWG / 22756REY-A-R1.A32

SCALE	SHEET	DATE	REV
1" = 20'	1 OF 1	03.04.2025	1



Luminaire Schedule - LED								
Project: 95 HOWSON ST - GILROY								
Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Description	Filename
	31	AA	Single	0.900	1280	19.8	BEGA 99 862	99862_BEGA_IES.ies
	8	BB	Single	0.900	2050	17	BEGA 84 252K4 - 18' POLE	84252K4_BEGA_IES.ies
	3	EX35	Single	0.900	3629	35	EXISTING LEOTEK GC1-20F-MV-NW-2-GY-530 @ 25' + 2' ARM	GC1-20F-MV-NW-2-GY-530 S.ies
	22	WP	Single	0.900	459	8	BEGA 24 372K4 @ 8'	24372_BEGA_IES.ies

Calculation Summary							
Project: 95 HOWSON ST - GILROY							
Description	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALLEY DRIVES	Illuminance	Fc	0.38	1.83	0.01	38.00	183.00
DRIVES	Illuminance	Fc	0.64	2.88	0.11	5.82	26.18
FRONTAGE SIDEWALKS	Illuminance	Fc	4.72	17.28	0.03	157.33	576.00
PASEOS	Illuminance	Fc	3.41	14.09	0.06	56.83	234.83
SMALL PARK	Illuminance	Fc	0.71	6.61	0.00	N.A.	N.A.

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS, FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.

ASSOCIATED LIGHTING REPRESENTATIVES, INC
7777 PARDEE LANE
P.O. BOX 2285
OAKLAND, CA 94621
PHONE: (510) 638-0158 - FAX (510) 638-2908

REPORT FOR: GIACALONE DESIGN SERVICES
BY: APPLICATIONS ENGINEERING; RAMON ZAPATA
SALES REPRESENTATIVE: ALR; KRISTIAN REYES

AGI32 VERSION 21.2
AGI (C) 2024 LIGHTING ANALYSTS, INC.
10268 W. CENTENNIAL ROAD, SUITE 202
LITTLETON, CO 80127

PROJECT DESCRIPTION

95 HOWSON ST
CITY OF GILROY

ALT #2

DRAWING NO. / INPUT FILE

22756REY-B-R1.DWG / 22756REY-B-R1.A32

SCALE	SHEET	DATE	REV
1" = 20'	1 OF 1	03.04.2025	1

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING A TENATIVE MAP TO SUBDIVIDE UP TO 42 TOWNHOMES ON A 1.99-ACRE PROPERTY LOCATED AT 95 HOWSON STREET, APN: APN 790-36-012 (FILE NUMBER TM 24-01)

WHEREAS, on March 26, 2024, Bebek Development Company submitted an application for approval of a vesting tentative map to subdivide property at 95 Howson Street, within the Downtown Gateway District, for the development of 42 townhome units; and

WHEREAS, in compliance with the Subdivision Map Act the tentative map was referred to all utility and service providers for review and comment, including PG&E, Spectrum, Verizon, and local agencies, for review and comment. No service issues or changes have been identified or required as a result of this review; and

WHEREAS, on February 3, 2026, the application submittal was accepted as complete; and

WHEREAS, the Gilroy City staff conducted a full analysis of the project to ensure compliance with the City's General Plan, Zoning Ordinance, Engineering Design requirements and all other applicable laws, regulations and standards, as further explained in detail in the city staff report to the Planning Commission and City Council; and

WHEREAS, the Project has been determined to be categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Class 32) which applies to in-fill development that is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, located within the City limits and of a size of no more than five acres, substantially surrounded by urban uses, within an area that has no value as habitat for endangered, rare or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality, and can adequately be served by all required utilities and public services; and

WHEREAS, on April 2, 2026, the Planning Commission held a duly noticed public meeting, at which time the Planning Commission received the staff report and considered all evidence, including written and oral public testimony; and

WHEREAS, on April 2, 2026, the Planning Commission recommended that the City Council approve Tentative Map TM 24-07 with the findings and conditions as specified within draft resolution; and

WHEREAS, on May 4, 2026, the City Council held a duly noticed public meeting at which time the Council; received the staff report and considered all evidence, including written and oral public testimony related to the project; and

WHEREAS, the City may deny a tentative map only if, based on substantial evidence in the record, it makes one or more of the seven findings for denial as prescribed by Government Code Section 66474. Staff has reviewed these findings and determined that denial is not supported; and

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings upon which the project approval is based is the Community Development Department, Planning Division.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Gilroy hereby approves Tentative Map TM 24-07, pursuant to Gilroy City Code Chapter 21 and subject to all conditions for filing of a final map as identified in Exhibit A to this resolution, based on the fact that the findings required for denial of the map pursuant to Government Code Section 66474 are not made, as follows:

A. **That the proposed subdivision is not consistent with the applicable general and specific plan as specified in Gov. Code Section 65451.**
This finding does not support denial. The proposed map is consistent with the General Plan polices as it will promote connectivity, provide adequate access, and provide a needed housing type.

B. **That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.**
This finding does not support denial. The subdivision is consistent with the Downtown Specific Plan by promoting residential development in a contemporary architectural style with three story structures that form a pleasant looking arrival to Downtown.

C. **That the site is not physically suitable for the type of development.**
This finding does not support denial. The site is physically suitable for the townhome development give that it has adequate layout, lot sizes accommodate the proposed buildings, and will have all needed improvements, dedications, and easements.

D. **That the site is not physically suitable for the proposed density development.**
This finding does not support denial. The site is physically suitable for the proposed density given that it abides by the Downtown Specific Plan, 2040 General Plan, and Gilroy City Code.

E. **That the design of the proposed subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat**.
This finding does not support denial. The subdivision or improvements are unlikely to cause substantial environmental damage because the site is currently developed, there is no sensitive habitat on or near the property, and the project qualifies for an infill exemption pursuant to section 15332 of the California Environmental Quality Act.

F. **That the design of the subdivision or type of improvements is likely to cause serious public health problems.**

This finding cannot be made. The subdivision and improvements are unlikely to cause serious public health problems given that the project will address an open soil contamination case prior to occupancy, provide all needed utilities, and avoids any operational.

G. **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by the judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.**
This finding does not support denial. The subdivision or improvements will not conflict with easements given that all required easements and dedications are being provided.

PASSED AND ADOPTED this 4th day of May 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

EXHIBIT A
TM 24-01
95 Howson Street

PLANNING CONDITIONS

The following GENERAL conditions authorize specific terms of the project ENTITLEMENT(S).

1.	**RELATED ENTITLEMENTS:** This permit is subject to the plans, findings, and conditions of approval for AS 24-07 (Resolution No. 2026-02) and V 26-01 (Resolution No. 2026-01) (i.e. related and/or concurrent entitlement requests).
2.	**TENTATIVE MAP:** An approved tentative map or vesting tentative map shall expire twenty-four (24) months from the approval date and may be extended pursuant to the provisions of the Map Act, if the final map is not approved prior to expiration.

The following conditions shall be met prior to the approval of the FINAL MAP or PARCEL MAP, or other deadline as specified in the condition.

3.	**HOMEOWNERS' ASSOCATION:** Developer shall establish a Homeowners' Association (HOA) for the development prior to final occupancy. The HOA shall be responsible for the maintenance and enforcement of parking, private streets, landscaping, recreation and other interior areas held in common by the HOA. Such responsibilities shall be provided within the Covenants, Conditions, and Restrictions (CC&Rs) for the development. The City shall review all CC&Rs prior to recordation.
4.	**COVENANTS, CONDITIONS, 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. The following project specific conditions should be incorporated into the CC&R's: • **Refuse Containers.** The HOA shall provide a map to all residents identifying the location for individual unit's placement of refuse containers to be serviced by Recology. Refuse containers may not be stored on private streets for longer than 24 hours. Storage of containers shall not be visible from the public right of way and must be stored in a concealed location. • **Driveways.** Driveway approaches for the individual units shall not be used for vehicle parking.
5.	**STREET NAMES.** Prior to approval of Final Map, the project's street names shall be reviewed and approved by the Street Naming Task Force.

PUBLIC WORKS CONDITIONS OF APPROVAL

The following conditions shall be met prior to the approval of the FINAL MAP or PARCEL MAP, or if another deadline is specified in a condition, at that time.

6.	**DEDICATIONS**: The owner shall make all right of way dedications as shown per the approved entitlement plans. *(PUBLIC WORKS)*.
7.	**DEDICATION OF EASEMENT**: The applicant shall dedicate all necessary Public Utility Easements per City Standard. *(PUBLIC WORKS)*
8.	**DRIVEWAY ACCESS EASEMENT**: The applicant or owner shall dedicate reciprocal driveway ingress and egress easements, as delineated on the approved plans. Said easements shall be approved by both affected property owners. The easements shall be approved by the City Engineer, recorded with the County Recorder's Office, and a recorded copy of the document returned to the City prior to the release of the first building permit. The easement may also be designated on any associated parcel or subdivision map. *(PUBLIC WORKS)*
9.	**SUBDIVISION (FINAL) MAP**: The applicant shall have a subdivision map, prepared by a person authorized to practice land surveying in California, delineating all parcels created or deleted and all changes in lot lines in conformance with the Gilroy Municipal Code. The Final Subdivision Map shall be approved by the Department of Public Works and recorded by the County Recorder's Office prior to (occupancy) or (the issuance of the first building permit). A map guarantee shall be submitted to the City, by the applicant's title company, prior to release of the map to the title company for recordation. Prior to the City's release of the parcel map to the title company, the applicant may, at the discretion of the City Engineer, be required to submit to the City an electronic copy of the map in the AutoCAD Version being used by the City at the time of recordation. It is the applicant's responsibility to check with their title company and the County Recorder's Office to determine the time necessary to have the map recorded after City approval. The Subdivision (Final) 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 Subdivision (Final) Map is deemed technically correct, and Improvement Plans with supporting documents, reports and agreements are approved by the City. Executed Subdivision (Final) Map shall be returned to the City Public Works Department if Subdivision (Final) Map has not been filed in the County Recorder's Office within ninety (90) days from the date of City Council's approval. (Note: This item to also be added for condominium projects.) (PUBLIC WORKS)
10.	**PROPERTY IMPROVEMENT AGREEMENT (PIA)**: The applicant shall enter into a public improvement agreement with the City per Gov. Code Section 66462(a), and shall arrange to provide Payment and Performance bonds each for 100% of the cost

	of public infrastructure improvements to be constructed in the public right-of-way. These improvements shall include, but not be limited to, roadway construction, sidewalk, curb and gutter, water lines, storm lines, sewer lines, street lights, and signal equipment. City Standard insurance shall be provided per the terms of the agreement. The agreement will be forwarded to the City Council for approval with project (parcel or final) map. The PIA shall be approved by the City Council prior to the issuance of the project building permit. *(PUBLIC WORKS)*
11.	**MONUMENTS:** The applicant shall arrange for the engineer to have all monuments set per the recorded final map. A certificate letter by the Surveyor or Engineer will be provided to the City Engineer. *(PUBLIC WORKS)*
12.	**COVANANTS, CONDITIONS & RESTRICTIONS (CC&R**): The applicant shall prepare project Covenants, Conditions and Restrictions (CC&R) for the project. The CC&Rs shall be submitted with the project map for review and approval of the City Engineer, the City Attorney, and the Planning Manager. The CC&Rs shall include relevant project Conditions of Approval and shall include language that restricts the Homeowner's Association from making changes to the CC&Rs without first obtaining approval from the City. The CC&Rs shall be reviewed and approved prior to final occupancy. *(PUBLIC WORKS)*
13.	**RECORD DRAWINGS**: The applicant shall submit one full set of original record drawings and construction specifications for all off-site improvements to the Department of Public Works. All underground facilities shall be shown on the record drawings as constructed in the field. The applicant shall also provide the City with an electronic copy of the record drawings in the AutoCAD Version being used by the City at the time of completion of the work. The applicant shall also submit an AutoCAD drawing file of all consultants composite basemap linework showing all public improvements and utility layouts. This condition shall be met prior to the release of utilities, final inspection, or issuance of a certificate of occupancy, whichever occurs first. *(PUBLIC WORKS)*

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-xx** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, May 4**, with a quorum present.

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

_____
Kim
City Clerk of the City of Gilroy

(Seal)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING AN ARCHITECTURAL AND SITE REVIEW PERMIT FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF NINE RESIDENTIAL BUILDINGS, UP TO 39 FEET IN HIEGHT FOR A TOTAL OF 42 TOWNHOMES ON A 1.99-ACRE SITE LOCATED AT 95 HOWSON STREET, APN: 790-36-012 (FILE NUMBER AS 24-07)

WHEREAS, on March 26, 2024, Bebek Development Company submitted an application requesting an architectural and site review permit for the proposed development of nine residential buildings, up to 39 feet in height, for a total of 42 townhomes on a 1.99-acre site located at 95 Howson Street (project) within the Downtown Gateway District; and

WHEREAS, on February 3, 2026, the application submittal was accepted as complete; and

WHEREAS, the Gilroy City staff conducted a full analysis of the project to ensure compliance with the City's General Plan, Zoning Ordinance, Engineering Design requirements and all other applicable laws, regulations and standards, as further explained in detail in the city staff report to the Planning Commission and City Council; and

WHEREAS, the Project has been determined to be categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (Class 32) which applies to in-fill development that is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, located within the City limits and of a size of no more than five acres, substantially surrounded by urban uses, within an area that has no value as habitat for endangered, rare or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality, and can adequately be served by all required utilities and public services; and

WHEREAS, on April 2, 2026, the Planning Commission held a duly noticed public meeting, at which time the Planning Commission received the staff report and considered all evidence, including written and oral public testimony; and

WHEREAS, on April 2, 2026, the Planning Commission recommended that the City Council approve Architectural and Site Review AS 24-07 with the findings and conditions as specified with the addition of condition number 147 pertaining to street tree species; and

WHEREAS, on May 4, 2026, the City Council held a duly noticed public meeting at which time the Council; received the staff report and considered all evidence, including written and oral public testimony related to the project; and

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings upon which the project approval is based is with the Community Development Department, Planning Division.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Gilroy hereby approves Architectural and Site Review Permit AS 24-07 based on the following findings made pursuant to Gilroy City Code section 30.50.43 (AS review) and subject to the conditions identified in Exhibit A to this Resolution:

A. The proposed development is consistent with the intent of the goals and policies of the City of Gilroy 2040 General Plan given that it is in conformance with the applicable goals and policies including LU 1.1, LU 3.2, LU 3.3, LU 8.5, LU 9.1, PH 1.4, PH 5.6, H 1.1 as it results in an in-fill townhome development that will provide market-rate housing, attractive and compatible architecture, on-site amenities, and enhanced public sidewalks and landscaping strips; and

B. The development as proposed and conditioned is consistent with the Zoning Ordinance given that the townhome development is a permitted use and is within the allowable density for the Downtown Gateway District, meets development standards except as outlined in Variance permit V 26-01, does not exceed the allowable building height, provides water efficient landscaping, and exceeds parking requirements; and

C. The proposed development is consistent with the Multi-Family Objective Design Standards given that it incorporates required architectural elements and articulation, unit's front entries are either oriented towards the street or common garden paseo, provides adequate site circulation, and meets required outdoor amenities; and

D. The proposed development is consistent with the Downtown Specific Plan given that the project includes architectural enhancements that are compatible with the surrounding neighborhood, provides street beautification through enhanced sidewalks and landscaping strips, is proposing attached market-rate housing, and is exceeding the minimum parking standards; and

E. Public utilities and infrastructure improvements required to serve the proposed project are available to serve the project. The project will include on-site improvements such as stormwater management, private streets, private sidewalks, parking, and landscaping; and

F. The project will not result in significant environmental impacts and qualifies for an exemption under section 15332 of the CEQA guidelines. The Vehicle Miles Traveled (VMT) analysis found no significant impact, and the operational analysis identified no concerns. The project will also remediate an open soil contamination case with the Department of Environmental Health prior to building occupancy.

PASSED AND ADOPTED this 4th day of May 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

EXHIBIT A
AS 24-07
95 Howson Street

PLANNING CONDITIONS

The following GENERAL conditions authorize specific terms of the project ENTITLEMENT(S).

1.	**APPROVED PROJECT:** The approval for Architectural and Site Review AS 24-07 is granted to construct 42 townhome units located on Assessor Parcel No. 790-36-012, as shown on: • Project Plans dated as received by the Planning Division on February 19, 2026, prepared by WHA for Bebek Development Company, dated October 31, 2025, and consisting of 29 sheets • Photometrics plans prepared by Associated Lighting Representatives Inc for Bebek Development Company, dated March 4, 2025, and consisting of two sheets. 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, including any changes made at time of building permit submittal, 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.
2.	**PERMIT EXPIRATION:** The expiration date of this approval shall be concurrent with the Vesting Tentative Map TM 24-01. If any development for which architectural and site approval has been granted has not obtained building permits within one (1) year from the date of Final Map recordation, then approval shall be deemed automatically revoked. Upon application, an extension of time may be granted by the Community Development Director or designee. 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.
3.	**RELATED ENTITLEMENTS:** This permit is subject to the findings and conditions of approval for TM 24-01 (Resolution No. 2026-03) and V 26-01 (Resolution No. 2026-01) (i.e. related and/or concurrent entitlement requests).
4.	**RESPONSE TO CONDITONS OF APPROVAL:** Permittee shall provide a written response to conditions upon submittal for building application. The responses should

	clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet.
5.	**COMPLIANCE WITH CONDITIONS:** If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to permit revocation or enforcement actions pursuant to the City Code. All costs associated with any such actions shall be the responsibility of Developer, owner or tenant.
6.	**INDEMNIFICATION:** 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.
7.	**SIGNS:** No signs are approved as part of this application. Prior to issuance of a sign permit for this site, Developer shall propose well-designed, quality signs that comply with the allowances of the City Code and are to the satisfaction of the Community Development Director or designee.
8.	**SIGNAGE:** All signage advertising the development project or components thereof, including individual tenants or subdivisions, shall be installed or maintained onsite or offsite as allowed and in conformance with an approved sign permit.
9.	**WATER LIMITATIONS:** Developer shall be advised that the approval is subject to the drought emergencies provisions pursuant to the Gilroy City Code Chapter 27.98.
10.	**OUTDOOR ACTIVITIES:** This permit approval does not allow for any outdoor storage or outdoor activities as part of the development and/or operation beyond what is being shown on the project plans. Any future consideration of outdoor uses onsite shall only be considered as allowed by the City Code, including any subsequent permitting for such outdoor use.
11.	**SINGLE-PHASE DEVELOPMENT:** Construction of the project shall be done in a single-phase unless a phased construction project schedule is approved by the Community Development Director or designee.

The following conditions shall be addressed prior to issuance of any BUILDING PERMIT, GRADING PERMIT or IMPROVEMENT PLAN, whichever is first issued, or as otherwise specified in the condition.

12.	**CONDITIONS OF APPROVAL:** Developer shall include a plan sheet(s) that includes a reproduction of all conditions of approval of this permit, as adopted by the decision-maker.
13.	**EXISTING VIOLATIONS:** Prior to issuance of building permits, Developer shall correct all violations of the City Code, if any, existing on the project property for which the City has open cases.
14.	**CERTIFICATION OF BUILDING PERMIT PLANS:** The project architect shall certify in writing that the architectural design shown in the building permit plans shall substantially conform with the plans approved by the City Council. Any changes must be clearly noted. The project architect shall also certify that the structural plans are consistent with the architectural plans. In the event of a discrepancy between the structural plans and the architectural plans, the architectural plans shall take precedence, and revised structural drawings shall be submitted to the Building Division.
15.	**COLORS AND MATERIALS:** Plans submitted for building permit applications shall include 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.
16.	**SUBSEQUENT ENTITLEMENTS:** 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.
17.	**OTHER REVIEW AGENCIES:** This project will require review and approval by outside agencies including, but not limited to, *Santa Clara County Department of Environmental Health (DEH)*. Proof of approval from these agencies will be required prior to building permit issuance or grading.
18.	**SUPPLEMENTAL SOIL GAS ASSESSMET:** As per the supplemental soil gas assessment dated May 19, 2025, and prepared by Engeo, the developer shall prepare and submit a Site Management Plan (SMP) for review and approval by the Santa Clara County Department of Environmental Health. The SMP shall include proposed plans to manage, mitigate, and/or remediate the potential risks associated with known areas of contamination. No building or grading permits shall be issued until the Site Management Plan is reviewed and approved to the satisfaction of the Santa Clara County Department of Environmental Health.
19.	**LIGHTING PLAN:** Developer shall submit an on-site lighting plan with the application for building permit. This plan should include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. Parking lot and exterior light

	fixtures shall be full cutoff type so that lighting is directed downward only, minimizing glare and light pollution, and shall not cast light on any adjacent property or roadway. Developer shall recess or conceal any under-canopy lighting elements so they are not directly visible from any public area. The lighting plan must be approved by the Community Development Director or designee.
20.	**LANDSCAPE AND LIGHTING PLAN:** Prior to issuance of grading permits, Developer shall submit a combined landscape and lighting plan to verify all project onsite lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on public property, including streets. Such lighting shall not conflict with drainage plans, landscape plans, tree locations, parking spaces, or any other such land use concerns.
21.	**HABITAT NITROGEN DEPOSITION APPLICATION:** Prior to issuance of a building permit, Developer shall submit a Santa Clara Valley Habitat Agency Nitrogen Deposition Only application to the City of Gilroy. The building permit will be issued only after approval of the application and payment of assessed fees. Applications for Nitrogen Deposition shall be downloaded from the agency's website and submitted to the City Planning Division for review and approval. See the Santa Clara Valley Habitat Agency website: https://www.scv-habitatagency.org for more information.
22.	**WINDOWS:** The manufacturer type, design, material, and installation details for all windows within the project shall be specified in the construction drawings for review and approval by the Community Development Director or designee.
23.	**GARAGE DOORS:** Developer shall provide automatic garage door openers for all garages. All garage entries closer than 23 feet to the front property line shall be equipped with a sectional roll-up garage door.
24.	**FENCES AND WALLS:** All fencing and walls are to be shown on construction drawings submitted for building permit review. The height, design and location shall conform to City Code Article XXXIV including all setback requirements.
25.	**BICYCLE RACKS OR STORAGE:** Developer shall provide bicycle racks and lockers in compliance with Building Division conditions of approval and to the satisfaction of the Building Official. Racks shall be an "inverted U," or equivalent as approved by the Community Development Director, and must secure the frame and both wheels. Location of racks shall conform with the location as shown on the project plans or as indicated by the building conditions of approval.
26.	**REFUSE STORAGE:** Developer shall show on construction documents location of refuse storage (trash, recycling, and organics containers) for each individual unit as shown on project plans. The storage location of cans shall not be visible from the public right of way and shall not block required parking spaces.

27.	**SCREENING OF APPERTUNANCES:** Developer shall show on construction drawings details of screening for all exterior equipment, including but not limited to mechanical equipment, post indicator valves, backflow prevention devices, utility meters, mailboxes and address directories, etc. 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 concrete or masonry walls, berms, and landscaping. In addition to the above, backflow preventers shall be painted dark green, except the fire connection which shall be painted yellow. The final placement and design of these items shall be to the satisfaction of the Community Development Director or designee.
28.	**ROOFTOP EQUIPMENT:** Developer shall ensure rooftop mechanical equipment, including but not limited to heating and cooling systems, plumbing vents, ducts, antennas and other appurtenances protruding from the roof are recessed or otherwise screened. Details of the roof equipment and roof screens shall be included in the building permit drawings and approved by the Community Development Director or designee.
29.	**RAIN GUTTERS AND DOWNSPOUTS:** Developer shall install all roof and building rain gutters and downspouts, vents, and flashing to integrate as closely as possible with building design elements, including matching the color of the adjacent surface.
30.	**ADDRESS DIRECTORIES:** If proposed, address directories shall be placed in decorative cabinets and clustered for efficient access by residents and service persons, etc.
31.	**PLAY STRUCTURE:** Provisions for a children's play yard, including appropriate equipment, shall be included on the landscape plans to be approved by the Community Development Director or designee, and installed prior to any occupancy. The provisions of such facilities and their location must be included in sales information to prospective buyers.
32.	**LANDSCAPING:** Prior to building permit issuance, proposed landscaping shall be shown on the site plan and submitted with the construction drawings for review and approval by the Community Development Director or designee.
33.	**LANDSCAPE MULCH:** As part of the Landscape Plan submittal, Developer shall specify that a minimum three (3) inch layer of mulch, or other MWELO compliant material will be applied on all exposed soil surfaces, as required by the State Model Water Efficient Landscape Ordinance (MWELO).
34.	**INVASIVE PLANT SPECIES:** Developer shall not include any invasive plant species, such as those listed by the California Invasive Plant Council.

35.	**LANDSCAPE DOCUMENTATION PACKAGE:** Prior to issuance of building permits or initiation of the proposed use, whichever comes first, Developer shall submit a 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.
36.	**IRRIGATION SENSORS:** Prior to issuance of building permits, developer shall (as part of the irrigation system) indicate on construction drawings sensors that suspend or alter irrigation operation during unfavorable weather conditions (e.g. automatic rain shut-off devices).
37.	**PRECONSTRUCTION NESTING BIRD SURVEY:** To the extent practicable, vegetation removal and construction activities shall be performed from September 1 through January 31 to avoid the general nesting period for birds. If construction or vegetation removal cannot be performed during this period, preconstruction surveys will be performed no more than two days prior to construction activities to locate any active nests as follows: "The Developer shall be responsible for the retention of a qualified biologist to conduct a survey of the project site and surrounding 500' for active nests: with particular emphasis on nests of migratory birds: if construction (including site preparation) will begin during the bird nesting season, from February 1 through August 31. If active nests are observed on either the project site or the surrounding area, the project applicant, in coordination with the appropriate City staff, shall establish no-disturbance buffer zones around the nests, with the size to be determined in consultation with the California Department of Fish and Wildlife (usually 100' for perching birds and 300' for raptors). The no-disturbance buffer will remain in place until the biologist determines the nest is no longer active or the nesting season ends. If construction ceases for two days or more and then resumes during the nesting season, an additional survey will be necessary to avoid impacts on active bird nests that may be present."
38.	**PUBLIC ART:** Prior to issuance of building permits, submit a process, timetable, and evidence of commitment acceptable to the City to ensure installation of a suitable, significant piece of public-oriented sculpture or similar public art installation prior to occupancy. This shall include involving the Community Development Director or designee in reviewing preliminary concepts, artist, and type of work. All public art must be reviewed and approved by the City of Gilroy Arts and Culture Commission.
The following conditions shall be met prior to RELEASE OF UTILITIES, FINAL INSPECTION, or ISSUANCE OF A CERTIFICATE OF OCCUPANCY, whichever occurs first, or as otherwise specified in the condition.	
39.	**ON- AND OFF-SITE IMPROVEMENTS:** Prior to occupancy, 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.
40.	**LANDSCAPE AND IRRIGATION INSTALLATION:** Prior to issuance of certificate of occupancy or building permit final sign-off, Developer shall complete installation of all landscaping and irrigation in accordance with the approved plans.
41.	**LANDSCAPE CERTIFICATE OF COMPLETION:** Prior to occupancy or initiation of the proposed use, or completion of each build-out phase of development, 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 is required under the Model Water Efficient Landscape Ordinance (MWELO) to provide a copy of the approved Certificate of Completion to the property owner or his or her designee.
42.	**PLANNING INSPECTION:** Inspection(s) by the Planning Division may be required for the foundation, framing, application of exterior materials, and final completion of each structure to ensure that the construction matches the approved plans.
43.	**SITE CLEAN-UP:** Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials, debris, and vehicles from the subject property.
The following conditions shall be complied with AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT, or as otherwise specified in the condition.	
44.	**CONSTRUCTION RELATED 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 "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."
45.	**CONSTRUCTION RELATED AIR QUALITY:** To minimize potential construction-related impacts to air quality, Developer shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) and shall include the following language on any grading, site work, and construction plans issued for the project site "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."
46.	**DISCOVERY OF CONTAMINATED SOILS:** If contaminated soils are discovered, the Developer will ensure the contractor employs engineering controls and Best Management Practices (BMPs) to minimize human exposure to potential contaminants. Engineering controls and construction BMPs will include, but not be limited to, the following: a. Contractor employees working on-site will be certified in OSHA's 40-hour

	Hazardous Waste Operations and Emergency Response (HAZWOPER) training; b. Contractor will stockpile soil during development activities to allow for proper characterization and evaluation of disposal options; c. Contractor will monitor area around construction site for fugitive vapor emissions with appropriate filed screening instrumentation; d. Contractor will water/mist soil as it is being excavated and loaded onto transportation trucks; e. Contractor will place any stockpiled soil in areas shielded from prevailing winds; and f. Contractor will cover the bottom of excavated areas with sheeting when work is not being performed.
47.	**DISCOVERY OF PALEONTOLOGICAL RESOURCES:** In the event that a fossil is discovered during construction of the project, excavations within 50' of the find shall be temporarily halted or delayed until the discovery is examined by a qualified paleontologist, in accordance with the Society of Vertebrate Paleontology standards. The City shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If the find is determined to be significant and if avoidance is not feasible, the paleontologist shall design and carry out a data recovery plan consistent with the Society of Vertebrate Paleontology standards.
48.	**DISCOVERY OF 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: "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."
49.	**DISCOVERY OF HUMAN REMAINS:** 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: "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."
The following conditions shall be complied with AT ALL TIMES that the use permitted by this entitlement occupies the premises.	
50.	**ADDITIONS, ACCESSORY BUILDINGS, AND PATIO COVERS:** Building additions and patio covers shall conform to the zoning district, as applicable.
51.	**GARAGE USE:** Garages shall be used for resident parking only. Storage is permitted so long as it does not prevent use of garage for required vehicle parking.
52.	**LANDSCAPE MAINTENANCE:** For the life of the project, Developer shall maintain landscaping and irrigation 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.
ENVIRONMENTAL PROGRAMS	
53.	Prior to issuance of building permit, developer shall complete and submit a Stormwater Developer Packet to Mark Johnson, Environmental Programs Manager, at mark.johnson@cityofgilroy.org. If Mark Johnson is unavailable, submit the Stormwater Developer Packet to env.programs@cityofgilroy.org, and call 408.846.0223 to confirm receipt.
BUILDING DIVISION - Conditions of Approval	

	The following conditions are part of the project entitlements and must be included in the construction plans for any building permit, grading permit, or superstructure. These conditions need to be met either before the first permit is issued or by the specific deadline outlined in each condition.
54.	**CONDITIONS OF APPROVAL:** All conditions of approval must be included in the construction drawings submitted for a building permit.
55.	**PRE-CONSTRUCTION MEETING:** A pre-construction meeting will be held before construction begins, scheduled around the time of permit issuance at a mutually agreed time and location between the project building inspector and the responsible party. This meeting will review the conditions of approval, pre-occupancy requirements, construction hours, inspection requests, project expectations, and site procedures. The applicant must ensure representation from their design and construction staff, including subcontractors.
56.	**PERMIT CARD:** The stamped and approved plans with the permit card must be present on-site at all times.
57.	**JOB SITE SIGNAGE:** Before construction begins, a weatherproof sign measuring 36 inches by 48 inches must be prominently displayed in a location clearly visible from the public right-of-way. The sign should include: • Address of the project site • Permitted hours for construction and deliveries/off-haul • Name, email address, and direct phone number of the General Contractor • Name, email address, and direct phone number of the project manager • Name and phone number of the emergency contact • Code Enforcement complaint phone number: 408-846-0251
58.	**CONSTRUCTION ACTIVITIES:** Construction activities are limited to 7 AM to 7 PM, Monday through Friday, and 9 AM to 7 PM on Saturdays, unless otherwise specified in a valid permit or approval.
59.	**CONSTRUCTION MANAGEMENT PLAN (CMP):** Submit a CMP with building/grading permit application. CMP must be approved by the building official before permit issuance, be binding, and be updated as conditions change. CMP must include locations for materials/equipment storage, temporary fencing, trailers, portable toilets, staging/storage, and phasing.
60.	**TEMPORARY FENCING:** Temporary fencing is required around the building site during construction to ensure security, public safety, and noise/dust mitigation. Acceptable materials include chain-link or plywood, up to 6 feet in height, which do not require permits. Fencing must be placed entirely within the project property unless letters of permission from adjacent property owners or a City encroachment permit are obtained. Fencing exceeding 6 feet in height requires review and

	permitting by the Building Department.
61.	**PORTABLE TOILETS**: Portable toilets used during construction shall be emptied on a regular basis as necessary to prevent odor. A containment pan is required under all portable toilets.
62.	**CONSTRUCTION STORAGE**: All construction materials, debris and equipment shall be stored on site. If that is not physically possible, an encroachment permit shall be obtained from the Department of Public Works prior to placing any construction materials, debris, debris boxes or unlicensed equipment in the right-of-way. The placing of portable restroom facilities in the City right-of-way will not be permitted.
63.	**DEMOLITION PERMIT**: Demolition permits will be issued in accordance with Section 6.1 of the Gilroy Municipal Code. Additionally, safeguards during construction must be implemented in accordance with Chapter 33 of the California Building Code.
64.	**PLAN CONFORMANCE & SUBMITTAL CONTENTS:** All improvements must comply with the City of Gilroy Municipal Code and Building Department standards. Incomplete submittals will be rejected. Improvement plan set must include civil site design, landscape site design, electrical, joint trench, and any structural landscape walls. Improvement plans must include approved Conditions of Approval as the second sheet and a cover sheet table summarizing facilities, ownership, access rights, and maintenance responsibilities.
65.	**TITLE REPORT & SITE SURVEY:** Submit Title Report with first improvement submittal. Provide a site survey for the entire parcel stamped by a California-licensed land surveyor showing property lines, streets/easements, existing buildings, contour lines, and trees/landscaping.
66.	**PAD ELEVATION CERTIFICATION & FEMA ELEVATION CERTIFICATE:** Submit pad elevation certification by a licensed land surveyor or registered civil engineer confirming pad elevations and building setbacks comply with approved plans prior to foundation inspection. Submit FEMA Elevation Certificate as required prior to first occupancy.
67.	**TITLE 24 & GREEN BUILDING CODE & ENERGY COMPLIANCE:** Comply with Title 24 (building, electrical, mechanical, plumbing, energy, fire, green building) and State/Federal accessibility requirements. Include the California Green Building Standards checklist on plans with required measures verified at final inspection.
68.	**GEOTECHNICAL REPORT**: Submit a stamped, signed, dated geotechnical/soil investigation with recommendations. Geotechnical Engineer must review final grading, pavement, and drainage plans and provide approval by letter or plan

	signature prior to permit issuance. All grading/compaction must be observed/tested by a licensed geotechnical engineer; file phase reports and provide compaction certifications prior to Building Permit final. Add Geotech notes to grading plan.
69.	**FINAL GRADING & DRAINAGE PLAN SUBMITTAL:** Submit final grading and drainage plan prepared by a licensed civil engineer with the building permit showing final grades, elevations, and on-site drainage controls to prevent runoff to adjoining properties. Identify vertical datum, survey date, and surveyor.
70.	**GRADING RESTRICTIONS, SWPPP & NOI — NPDES / EROSION CONTROL:** No earthwork between Oct 15 and Apr 15 unless City Building Official approves a Winterization Erosion Control Plan. Submit SWPPP and Erosion Control Plan as required, keep these on-site, file NOI with State Water Board, and provide a copy to the City before grading permit issuance. Add WDID# to grading plans prior to plan approval.
71.	**HYDROLOGY, CLOMR/LOMR & FLOODPLAIN FEMA:** Hydrology Engineer review to confirm finished floor elevations vs. Hydrology Study; submit letter prior to first building permit. If floodplain impacts exist, complete CLOMR-F/LOMR-F processes with FEMA or provide equivalent floodplain confirmation per City requirements; submit Elevation Certificates documenting as-built conditions.
72.	**DRAINAGE DESIGN & CALCULATIONS:** Provide drainage calculations stamped by a licensed civil engineer demonstrating no increase in downstream peak discharge and showing downstream system capacity where applicable; subject to City approval prior to first building permit. Provide sidewalk drains per City standards where necessary.
73.	**UTILITY PLANS & JOINT TRENCH:** Provide utility plans for all project portions. Submit joint trench composite plans for underground electrical, gas, telephone, cable, and communication conduits showing trench details, service stubs, meters, and vault/box preferred and alternate locations. Composite drawings must be signed by a licensed Civil or Electrical Engineer. All dry utilities to be placed underground.
74.	**ELECTRICAL SERVICE REQUIREMENTS:** Design and install new services in accordance with PG&E, AT&T, and local cable regulations as underground service unless otherwise approved. Transformers and switchgear cabinets to be underground unless approved by Planning Director or City Engineer. Submit underground utility plans to City prior to installation.
75.	**WATER QUALITY:** Project design shall comply with the Stormwater Management Guidance Manual for Low Impact Development & Post-Construction Requirements. The applicant shall submit the Source Control Checklist as well as the appropriate Performance Requirements Checklist found in Appendix A of the manual at the time of the initial submittal for building permit. The manual can be found at the following

	site: www.cityofgilroy.org/261/Storm-Water-Management
76.	**BEST MANAGEMENT PRACTICES (BMP):** The applicant shall perform all construction activities in accordance with Gilroy Municipal Code Section 27C, Municipal Storm Water Quality Protection and Discharge Controls, and Section E.10, Construction Site Storm Water Run-Off Control Program of the Regional NPDES Permit. Detailed information can be located at: www.flowstobay.org/documents/business/construction/SWPPP.pdf. This sheet shall be printed and included in all building construction plan sets permitted for construction in the City of Gilroy.
77.	**STORMWATER MANAGEMENT PLAN (SWMP) & STORMWATER CONTROL PLAN (SWCP):** Submit design-level SWMP/SWCP (8½" x 11" report) prepared by a registered civil engineer at first improvement plan submittal analyzing existing/ultimate conditions including off-site tributaries, with exhibits delineating impervious/pervious areas (hatch/shade) and signed Performance Requirement Certifications. At applicant's expense submit the SWMP/SWCP for independent third-party review; peer review results must be approved by the City Engineer prior to first building permit.
78.	**MANHOLE ACCESS TO UNDERGROUND STORM CHAMBERS:** Show two manholes within proposed storm chamber limits: one immediately after runoff enters chambers and one immediately before runoff exits.
79.	**INFILTRATION TESTING & GEOTECH REQUIREMENTS FOR STORM FACILITIES:** QSP/QSD shall test stormwater facilities to meet design infiltration rates prior to final inspection. Geotechnical double-ring percolation testing and a 50% safety factor shall be used; include stormwater design/percolation section in geotechnical report.
80.	**BMP RAM INVENTORY & PCR BENCHMARK FORMS:** Upon completion of stormwater facilities, a qualified QSP shall submit the City BMP RAM inventory data report and the PCR Benchmark form to pcr.inspections@cityofgilroy.org to the satisfaction of the Building Official.
81.	**STORMWATER OPERATIONS & MANAGEMENT AGREEMENT:** Execute the City-standard Stormwater Management Facilities Maintenance Agreement (Chapter 7.39.210–230) prior to first occupancy. Agreement must include owner O&M schedule, City right to perform/charge for neglected maintenance, requirement for repairs per City-approved plans, and identification of responsible parties. Record O&M responsibilities on the deed where applicable.
82.	**STORMWATER INSPECTIONS & REPORTING:** Inspect stormwater facilities at least twice annually (Fall by Oct 1; Winter by Mar 15). Maintain written records including site address, date/time, inspector, facilities inspected, condition, maintenance needed, and reinspection need. Submit inspection reports to Building

	Division by Oct 1 and Mar 15. During construction QSD/QSP must provide weekly inspection reports. Failure to comply may result in correction notices, citations, or stop orders.
83.	**REGIONAL BOARD REVIEW / AUDIT — REGIONAL COMPLIANCE:** Provide stormwater design and SWMP/SWCP documents for Central Coast Regional Board review if requested; obtain any required Regional Board approvals/acknowledgments prior to permit issuance.
84.	**LANDSCAPE & TREATMENT AREAS:** Coordinate landscaping with stormwater treatment areas. Landscaping within treatment areas does not count toward site landscaping requirements. Identify treatment areas and ensure plant selection compatibility; do not route sewer facilities through treatment areas.
85.	**SITE LIGHTING & PHOTOMETRIC PLAN:** Submit a photometric plan meeting IES standards: average 1 fc, min 0.3 fc, and max average ratio 4:1 for accessible parking, driveways, circulation, aisles, passageways, and adjacent grounds. Limit light spill and shield sources. Photometric plan approval required by the Building Official or City Engineer.
86.	**STORM DRAIN INLET MARKING — NO DUMPING LABELS:** Mark all storm inlets on and adjacent to the parcel with “No Dumping! Flows to Bay” or equivalent per City standards.
87.	**FLOOR DRAINS — SANITARY CONNECTION:** All floor drains must connect to the sanitary sewer, not the storm system. Show plumbing connections on plans for City Engineer approval.
88.	**VEHICLE CIRCULATION & AUTOTURN ANALYSIS:** Show solid waste and emergency vehicle circulation movements on a separate plan sheet using AutoTurn swept-path analysis to City Engineer satisfaction.
89.	**HAUL PERMIT FOR OFF-HAUL/ON-HAUL — HAULING WITHIN CITY:** If excess fill or cut will be hauled to/from a site within Gilroy city limits, obtain a Haul Permit and note the requirement on the Grading and Drainage Plan.
90.	**PERMITS FROM OTHER AGENCIES — EXTERNAL PERMITS:** Obtain required federal, state, and local permits (e.g., RWQCB, Santa Clara Valley Water District, County Roads/Airports, habitat permits). Provide verification to Public Works/City Engineer before City permits issued. Reimburse City for fees if City is required to be a party to permit application.
91.	**DEVELOPER STORMWATER QUALITY RESPONSIBILITY — CONTRACTOR AWARENESS:** Developer must ensure contractors are aware of and implement stormwater quality measures; failure may result in correction notices, citations, or

	stop orders. Developer is responsible for City abatement costs for neglected maintenance or emergency repairs.
92.	**UTILITY PLANS:** A utility plan shall be provided for all portions of the projects as specified within these conditions of approval. To ensure coordination between the applicant and the relevant utility company: a. The applicant 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 applicant shall negotiate any necessary right-of-way or easement with PG&E, or any other utilities, subject to the review and approval by the Engineering Division and the utility companies. c. 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.
93.	**PRE-MANUFACTURED TRAILER**: A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period. At no time shall campers, trailers, motor homes, or any other vehicle be used as living or sleeping quarters on the construction site. All such vehicles shall be removed from the site at the end of each workday. A building permit is required for the installation of a pre-manufactured trailer.
94.	**PLAN MODIFICATIONS**: The acceptance of the plans does not absolve the developer from correcting any mistakes, errors, or omissions found in them. If the public interest necessitates changes during construction, the City has the authority to require modifications to the accepted plans and will specify how these changes should be implemented.
95.	**BICYCLE PARKING: Short-term bicycle parking**. Provide bicycle racks, for 5 percent of new visitor parking spaces added, with a minimum of one two-bike capacity “inverted U,” or equivalent as approved by the Community Development Director. The bicycle rack must secure the frame and both wheels. Racks should be located near the building entrance (i.e., within constant visual range) unless it is demonstrated that they create a public hazard or locating them there is otherwise infeasible. If space is unavailable near building entrances, the racks must be designed to protect the lock from physical assault. Bicycle lockers may be provided in addition to bicycle racks. **Long-term bicycle parking for multifamily buildings.** Provide on-site bicycle parking at a ratio of one parking space for every one dwelling unit. Acceptable parking facilities shall be conveniently accessed from the street and may include, but not be limited to: 1. Covered, lockable enclosures with permanently anchored bicycle parking devices

	or racks. 2. Lockable bicycle storage rooms with permanently anchored bicycle parking devices or racks (garage storage satisfies this requirement). 3. Lockable, weatherproof, permanently anchored bicycle lockers.

PUBLIC WORKS CONDITIONS OF APPROVAL

The following conditions authorize the specific terms and are a part of the project ENTITLEMENT(S); and which shall be addressed on the construction plans submitted for any BUILDING PERMIT, GRADING PERMIT or SUPERSTRUCTURE, and shall be satisfied prior to issuance of whichever permit is issued first, or if another deadline is specified in a condition, at that time.

96.	**PAYMENT OF PUBLIC WORKS PLAN CHECK AND INSPECTION FEE**: At the time of first improvement plan submittal, the applicant shall submit a $25,000 (Twenty Five thousand dollars) initial deposit for project plan check and construction inspection. This deposit will be credited/accounted toward final plan check and inspection fee for the project. In addition, the applicant shall submit a detailed project cost estimate prepared by the project engineer, to approval of the City Engineer, with the initial project plan submittal. The cost estimate shall be broken out into on-site and off-site improvements. Prior to plan approval, the applicant shall submit a final cost estimate and pay 100% of the plan check and inspection fees. *(PUBLIC WORKS)*.
97.	**PLAN SUBMITTAL**: The Engineering improvement plans (onsite and offsite) shall be strictly prepared and submitted per Public Works submittal checklist, which can be found in the Public Works, Land Development website or by contacting the land development group at 408-846-0220. Improvement plans are required for both on-site and off- site improvements, and the improvement plan set cover sheet shall include an index referencing on-site and off-site improvements. All improvements shall be designed and constructed in accordance with the City of Gilroy Municipal Code and Standard Specifications and Details, and are subject to all laws of the City of Gilroy by reference. Site improvement plans submittal shall also include all subdivision and/or mapping documents by the project Land Surveyor. Submittals will be deemed incomplete and will not be accepted if: 1) submittals do not include the Public Works Submittal Checklist signed by the Engineer of Record, and 2) submittals do not include all items per the Public Works Submittal Checklist requirements. *(PUBLIC WORKS)*
98.	**HABITAT CONSERVATION PLAN:** The Developer shall obtain the required Habitat Conservation Plan (HCP) Permit and pay the applicable fees prior to the issuance of a grading permit or improvement plan approval. (PUBLIC WORKS)

99.	**UTILITY PLANS**: Joint Trench Plans shall be approved and included with the complete set of improvement plans. Developer is responsible for Joint Trench consultant kickoff and start of the Joint Trench design in a manner that includes PGE design and approval process. A complete site improvement submittal shall include approved Joint Trench Plans. a. Joint trench plans shall include 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. A licensed Civil or Electrical Engineer shall sign the composite drawings and/or utility improvement plans. (All dry utilities shall be placed underground). b. A “Will Serve Letter” shall be provided for each utility company expected to service the subdivision. Early coordination with the utility companies is necessary to obtain this letter. Coordination of City utilities shall be through the Engineering Division. *(PUBLIC WORKS)*
100.	**UTILITY RESPONSIBILITIES**: Storm and sewer utilities in private areas shall be privately owned and privately maintained. The water system in Gilroy is owned and maintained by the City. Conversely, public utilities within utility easements on private property remain the responsibility of the individual utility companies to maintain. The plans shall note the inspection, ownership and maintenance responsibility for each utility shown on the plans within a Table of Responsibilities on the project cover sheet of the improvement plans submitted with the initial plan submittal. The table shall include the list of streets, the responsible party for inspection of the improvements, who is responsible for the ownership of the utility, and who is responsible for the maintenance of the utility. An example of this table, including the types of utilities to be listed, can be provided by the Engineering Division upon request. *(PUBLIC WORKS)*
101.	**UTILITIES:** All new services to the development shall be "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 to the City prior to installation. *(PUBLIC WORKS)*
102.	**PREPARATION OF ELECTRICAL PLANS**: The project electrical plans shall be prepared by a registered professional engineer experienced in preparing these types of plans. The applicant shall submit, with the improvement plans submitted with the initial plan submittal, a letter from the design Electrical or Civil Engineer that states the electrical plan conform to City Codes and Standards, and to the approved improvement plans. The letter shall be signed and stamped by the professional engineer that prepares the improvement plans. *(PUBLIC WORKS)*
103.	**EXISTING FACILITIES PROTECTION**: 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. *(PUBLIC WORKS)*
104.	**DEVELOPER STORM WATER QUALITY RESPONSIBILITY**: 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. *(PUBLIC WORKS)*
105.	**BEST MANAGEMENT PRACTICES (BMP)**: The applicant shall perform all construction activities in accordance with Gilroy Municipal Code Section 27C, Municipal Storm Water Quality Protection and Discharge Controls, and Section E.10, Construction Site Storm Water Run-Off Control Program of the Regional NPDES Permit. Detailed information can be located at: www.flowstobay.org/documents/business/construction/SWPPP.pdf. This sheet shall be printed and included in all building construction plan sets permitted for construction in the City of Gilroy. *(PUBLIC WORKS)*
106.	**FIRE DEPARTMENT HYDRANT FLOW TEST**: The applicant shall perform a Fire Hydrant flow test to confirm the water system will adequately serve the development, and will modify any part of the systems that does not perform to the standards established by the City. Applicant shall coordinate with Fire Department for the Fire Hydrant flow test. The flow test results shall be submitted with the initial plan submittal. *(PUBLIC WORKS)*
107.	**WATER CONSERVATION**: 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. *(PUBLIC WORKS)*
108.	**PROJECT STUDIES**: The applicant shall submit, for City approval, onsite water, sewer, and storm drain studies. These studies shall provide the supporting hydraulic calculation for pipe sizing per the City Standard Design Guidelines. Studies shall confirm that the proposed slopes and capacities (for gravity systems). Pressurized systems shall confirm water pressures and project demands for domestic and fire flow conditions per City Design Guidelines. Additionally, the study shall include calculations confirming that the proposed design meets City Standard flow velocities (*PUBLIC WORKS)*
109.	**STORMWATER MANAGEMENT PLAN**: At first improvement plan submittal, the applicant shall submit a Storm Water Management Plan (SWMP) prepared by a registered Civil Engineer. The SWMP shall analyze the existing and ultimate conditions and facilities, and the study shall include all off-site tributary areas.

	Study and the design shall be in compliance with the City's Stormwater Management Guidance Manual (latest edition). Existing off-site drainage patterns, i.e., tributary areas, drainage amount, and velocity shall not be altered by the development. The plan shall be to the approval of the City Engineer and shall be approved prior to the issuance of the building permit. *(PUBLIC WORKS)*
110.	**WATER QUALITY**: Project design shall comply with the Stormwater Management Guidance Manual for Low Impact Development & Post-Construction Requirements. The applicant shall submit the Source Control Checklist as well as the appropriate Performance Requirements Checklist found in Appendix A of the manual at the time of the initial submittal for building permit. The manual can be found at the following site: www.cityofgilroy.org/261/Storm-Water-Management . *(PUBLIC WORKS)*
111.	**STORMWATER CONTROL PLAN**: At first improvement plan submittal, the applicant shall submit a design level Stormwater Control Plan Report (in 8 ½ x 11 report format), to include background, summary, and explanation of all aspects of stormwater management. The report shall also include exhibits, tables, calculations, and all technical information supporting facts, including but not limited to, exhibit of the proposed site conditions, which clearly delineates impervious and pervious areas on site. The plan shall provide a separate hatch or shading for landscaping/pervious areas on-site including those areas that are not bio-retention areas. This stormwater control plan report format does not replace, or is not in-lieu of any stormwater control plan sheet in the improvement plans. The stormwater control plan shall include a signed Performance Requirement Certifications specified in the Stormwater Guidance Manual. At applicant's sole expense, the stormwater control plan shall be submitted for review by an independent third party accepted by the City for compliance. Result of the peer review shall be submittal and approved by the City Engineer prior to the issuance of the first building permit. *(PUBLIC WORKS)*
112.	**BMP RAM INVERTORY DATA REPORT:** At the time of completion of the stormwater facilities for the project, the applicant shall acquire a qualified QSP to complete and submit the City of Gilroy's BMP RAM inventory data report sheet to the satisfaction of the City Engineer. The document shall be submitted directly to pcr.inspections@cityofgilroy.org for processing. *(PUBLIC WORKS)*
113.	**PCR BENMARK FORM:** At the time of completion of the stormwater facilities for the project, the applicant shall acquire a qualified QSP to complete and submit the City of Gilroy's PCR Benchmark form to the satisfaction of the City Engineer. The document shall be submitted directly to pcr.inspections@cityofgilroy.org for processing. *(PUBLIC WORKS)*
114.	**REPAIR OF PUBLIC IMPROVEMENTS**: The applicant shall repair or replace all existing improvements not designated for removal, and all new improvements that are damaged during construction or removed because of the applicant's

	operations. The applicant shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions. Said repairs shall be completed prior to the first occupancy of the project. *(PUBLIC WORKS)*
115.	**SIGHT DISTNACE / VISIBILITY** : Project shall conduct and confirm a site visibility analysis at the project entrance and the intersection of Church St/Howson St based on stopping distance and design speed of existing streets. Public Works shall confirm existing street design speeds. Results of site visibility results, plus proper safety factors, shall be the basis for establishing no parking zones along the project frontages. *(PUBLIC WORKS)*
116.	**DRIVEWAY DESIGN**: Driveway grades at all Private Alleys shall be designed 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 on the site civil plans to the satisfaction of the City Engineer. Since Auto Turn design tools are not useful for this purpose, design Civil Engineer shall model using a frame-by-frame analysis to demonstrate the COA objectives. *(PUBLIC WORKS)*
117.	**CHURCH STREET ENTRANCE**: This entrance will be secured with an entranced and gate design acceptable to the City Engineer. It shall be limited to Emergency Vehicles and Solid Waste vehicles. Gate will be secured and controlled with remote access and/or other measures acceptable to the City Engineer. The entrance gate shall be privately owned and maintained. To ensure entrance used by unauthorized vehicle during in the event of long periods of gate malfunction, Developer shall install an alarm system on the gate managed by a third party alarm company that will inform the HOA of immediate corrective action. *(PUBLIC WORKS)*
118.	**GRADING & DRAINAGE**: All grading activity shall address National Pollutant Discharge Elimination System (NPDES) concerns. There shall be no earthwork disturbance or grading activities between October 15th and April 15th unless otherwise approved by the City Engineer. If approved, the applicant shall submit a Winterization Erosion Control Plan to the City Engineer for review and approval. This plan shall incorporate erosion control devices and other techniques in accordance with Gilroy Municipal Code § 27C to minimize erosion. Specific measures to control sediment runoff, construction pollution and other potential construction contamination 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. A project WDID# shall be added to the grading plans prior to plan approval. *(PUBLIC WORKS)*
119.	**GEOTECHNICAL ENGINEER**: Prior to building permit issuance, the applicant's Geotechnical Engineer shall review the final grading, pavement design and drainage plans to ensure that said designs are in accordance with the recommendations or the project geotechnical study, and the peer review comments. The applicant's Geotechnical Engineer's approval shall then be conveyed to the City either by letter, or by signing the plans. All grading operations and soil compaction activities shall be per the approved project's design level geotechnical report. All grading activities shall be conducted under the observation of, and tested by, a licensed geotechnical engineer. A report shall be filed with the City of Gilroy for each phase of construction, stating that all grading activities were performed in conformance with the requirements of the project's geotechnical report. The applicant shall add this condition to the general notes on the grading plan. Certification of grades and compaction are required prior to Building Permit final. This statement must be added as a general note to the Grading and Drainage Plan. *(PUBLIC WORKS)*
120.	**ENCROACHMENT PERMITS, BONDS, AND INSURANCE**: The applicant must obtain an encroachment permit for any work in the public right of way. This encroachment permit shall be obtained prior to the first permit issuance with expectations that all plans will be reviewed/completed at the same time. No permanent structures are permitted within the City right-of-way, or within any City easement. The applicant shall have street improvement plans prepared for all work in the public right-of-way by a licensed civil engineer, whose signed engineer's stamp shall appear on the plans. Final construction plans and specifications shall be approved by the City Engineer, and released for construction, prior to the issuance of the encroachment permit. The applicant is required to confirm the location of existing utility lines along the project frontage by potholing. Prior to any potholing, applicant shall submit a pothole plan for City review and approval. Applicant shall provide the pothole result to the City Engineer prior to final design. Right-of-way improvements shall include all complete street frontage improvements, including but not limited to Howson Street Frontage: remove and replace curb and gutter, sidewalk, landscape, lighting, curb ramps. Along Church Street: remove and replace curb and gutter, sidewalk, landscape, lighting, curb ramps. *(PUBLIC WORKS)*
121.	**SITE LIGHTING STANDARDS**: The applicant shall submit a photometric plan for on-site lighting showing lighting levels to Illuminating Engineering Society (IES)

	Standards. The plan shall comply with the requirement of an average of 1 foot-candle with a 4:1 minimum to average ratio and a minimum lighting of 0.3 foot-candle. This lighting standard is applicable to all accessibly parking lots, driveways, circulation areas, aisles, passageways, recesses, and accessible grounds contiguous to all buildings. The lighting system shall be so designed as to limit light spill beyond property lines and to shield the light source from view from off site. The photometric plan shall be approved by the City Engineer. *(PUBLIC WORKS)*
122.	**STREET LIGHTING STANDARDS**: The applicant shall submit plans for street/sidewalk showing lighting levels to Illuminating Engineering Society (IES) Standards. The plan shall comply with lighting requirements as follows: • Arterial Streets: 1.0fc average 3/1 average to minimum uniformity .34fc minimum • Collector Streets: .60fc average 4/1 average to minimum uniformity .15fc minimum • Local streets: .40fc average 6/1 average to minimum uniformity .07fc minimum • High volume intersection: 1.1fc average 3/1 average to minimum uniformity .40fc minimum • Low volume intersection: .70fc average 4/1 average to minimum uniformity .18fc minimum The applicant shall submit a photometric plan identifying how these lighting levels are being met given the site geometrics, using City Standard street lights, and a Type III lighting distribution. The width of the street and lighting levels shall determine the lighting spacing. Street lights and pull boxes shall be installed in the planter strip if one is present, or behind the back of walk where feasible so as to maintain sidewalk clear of obstructions to the approval of the City Engineer. The photometric plan shall be approved prior to the issuance of the building permit. *(PUBLIC WORKS)*
123.	**FENCES AND OTHER PERMANENT STRUCTURES WITHIN CITY RIGHT-OF-WAY**: The applicant shall locate all project fencing and foundation of a permanent nature within the project's property and out of the City right-of-way and public easement areas. *(PUBLIC WORKS)*
124.	**FLOOR DRAINS**: All floor drains shall be plumbed to connect to the sanitary sewer system, and shall not be connected to stormwater collection system. The plumbing connections shall be shown on the plans to the approval of the City Engineer. *(PUBLIC WORKS)*
125.	**STORM DRAIN INLETS AND WATERWAYS**: Per the City's Clean Water Program's requirements, the applicant shall mark with the words "No Dumping!

	Flows to Bay," or equivalent, using methods approved by the City standards on all storm inlets surrounding and within the project parcel. *(PUBLIC WORKS)*
126.	**GARBAGE/RECYCLE STORAGE AND SERVICE**: The applicant shall provide an adequate area for the purposes of storing garbage and recycling collection containers for scheduled servicing by the franchise solid waste collection service. The containers shall be placed at the service location allowing enough room for the truck to safely approach the containers. A letter shall be provided, to the approval of the City Engineer, from the City's franchise solid waste collection service provider (Recology) confirming serviceability and site accessibility of the solid waste pickup as designed and shown on the project plans. Contact Recology at 408-842-3358. *(PUBLIC WORKS)*
127.	**UNDERGROUND FRONTAGE UTILITY LINES**: The applicant must underground all overhead utilities running through the property and along the project frontage, and remove all related utility poles, along the project frontage from utility pole to utility pole. Limits for underground shall be to the nearest upstream and downstream pole nearest to the frontage property line limits. The applicant shall be responsible for the coordination with all utility companies existing on the poles and coordinate for their undergrounding or relocation as necessary so that the project frontage is free from utilities to the approval of the City Engineer. The applicant shall submit plans for this undergrounding work with the civil plans submitted with the first building permit. Permitting for this undergrounding work shall occur prior to the issuance of the first building permit unless otherwise approved by the City Engineer. *(PUBLIC WORKS)*
128.	**DRAINAGE:** Drainage designed into landscaping with the purpose of reducing volume or improving quality of runoff from the site shall be implemented according to the requirements of the Stormwater Management Guidance Manual for Low Impact Development & Post Construction Requirements (June 2015) and shall also be, subject to the approval of the City Engineer. Where necessary, sidewalk drains per the City Standard Drawing shall be provided to direct the water under the sidewalk and through the curb. No increase to the peak discharge shall be permitted downstream. In addition, discharge must conform to any non-point source permit issued by the Regional Water Quality Control Board. Drainage improvements made on-site shall conform to standard engineering practices and shall not allow any site drainage to impact adjacent properties. All drainage capacity calculations shall be performed by a licensed Civil Engineer, whose signed engineer's stamp shall appear on the calculations sheets, and shall be submitted to the City for review and approval with the project civil plans. For projects that include permanent structural controls for water quality protection, the O&M (operation and maintenance) procedures for such control features shall be submitted in a site-specific Stormwater Control Plan (SWCP) which shall be reviewed and approved prior to occupancy. A formal O&M Agreement shall specify the owner's responsibility to ensure their ongoing effective operation and maintenance. Such O&M responsibility requirements shall be recorded on the

	property deed. If the project is proposing to connect to an existing storm drain system within or downstream from the site, the design engineer shall provide calculations with the final design plans to demonstrate that the downstream drainage system has adequate capacity to accommodate the additional site flows being added to the system for the design storm per City Standards. The calculations shall be to the approval of the City Engineer prior to the issuance of the first building permit. *(PUBLIC WORKS)*
129.	**SITE LANDSCAPING COORDINATION**: The site landscaping needs to be coordinated between the stormwater treatment area and the overall site landscaping plan area. The landscaping within the stormwater treatment area will not count towards the site landscaping requirement. Stormwater treatment areas should be identified on the site first, and then site landscaping to make sure the correct plant material is identified for each area. Some site landscaping plant material may not be suitable in stormwater treatment areas due to the nature of the facility. Sewer facilities cannot be aligned through stormwater treatment facilities. It is the applicant's responsibility to coordinate the civil stormwater treatment facilities and the plans from the project landscaper. *(PUBLIC WORKS)*
130.	**ADDRESS PLAN**: The applicant shall submit to the Public Works Department a final address plan. The plan shall be substantially in conformance with the address plan approved with the Arch & Site application. Said submittal shall be approved by the City Engineer prior to the submittal of plans for any demolition permit, building permit, or site development permit and shall be satisfied prior to issuance of whichever permit is issued first. *(PUBLIC WORKS)*
131.	**DEVELOPMENT IMPACT FEE**: The applicant shall pay a fee proportional to the project's share for the following City Impact Fees: Street Trees Impact Fee: $2,433.02 Storm Water Impact Fee: $1,999.95 Sanitary Sewer Impact Fee: $322,308.00 Water Impact Fee: $82,740.00 Traffic Impact Fee: $476,070.00 Public Facilities Impact Fee: $854,700.00 The estimated impact fees are based on the planning approved plans and are only approximations at the time of planning approval. The actual impact fee will be calculated based on building permit plans submitted, and the fees approved by the City Council in place at the time of the building permit submittal. Fees shown here are for impact fees only and do not include plan check and inspection fees. Impact fees shall be collected by the Public Works Department and paid on an individual unit building permit basis. *(PUBLIC WORKS)*

132.	**CONSTRUCTION NOTICING**: At least one week prior to commencement of any on or off-site work, the applicant shall post at the site, and to property owners 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. Noticing shall be in both English and Spanish. The notice shall be submitted for review to the approval of the City Engineer two weeks prior to the issuance of the building permit. *(PUBLIC WORKS)*
133.	**RECORD DRAWINGS**: The applicant shall submit one full set of original record drawings and construction specifications for all off-site improvements to the Department of Public Works. All underground facilities shall be shown on the record drawings as constructed in the field. The applicant shall also provide the City with an electronic copy of the record drawings in the AutoCAD Version being used by the City at the time of completion of the work. The applicant shall also submit an AutoCAD drawing file of all consultants composite basemap linework showing all public improvements and utility layouts. This condition shall be met prior to the release of utilities, final inspection, or issuance of a certificate of occupancy, whichever occurs first. *(PUBLIC WORKS)*
134.	**PAVEMENT RESTORATION**: To ensure a rehabilitated and improved road surface condition as a new subdivision development, and due to new utility cuts along the project frontage, the applicant shall complete the following along pavement restoration: Church St frontage curb to curb – Type II slurry. Cost sharing with City will apply if developer does not have trench work beyond the street centerline. Howson St curb to curb – Type II slurry. Cost sharing with City will apply if developer does not have trench work beyond the street centerline. Church/Howson Intersection – 3 inch AC grind and pave. This item is subject to cost sharing and 50% cost reimbursement by City. (PUBLIC WORKS)
135.	**STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT**: The applicant shall execute a Stormwater Management Facilities Maintenance Agreement with the City Engineer as specified in Chapter 7.39.210-230 of the Stormwater Management and Discharge Control ordinance. The agreement shall outline the operation and maintenance (O&M) plan for the permanent storm water treatment facilities. The City-Standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering. The agreement shall include the following: a. This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to

	perform maintenance and/or repair work and to recover the costs from the owner. b. All on-site stormwater 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. c. Any below ground structures used as part of stormwater design shall include a pre-treatment device (such as vortex or hydrodynamic separator), to ensure sediment and trash capture. Pretreatment is required for long term maintenance only of below ground structures, separate and not a part of the approved methods for stormwater compliance. d. Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans. e. The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan. This agreement shall be executed prior to the first occupancy of the building. *(PUBLIC WORKS)*
136.	**STORMWATER MANAGEMENT FACILITIES INSPECTION:** The Stormwater Management Facilities Maintenance Agreement work shall require inspections be performed which shall adhere to the following: a. To comply with the State Stormwater requirements and the NPDES permit, the applicant shall secure a QSD or QSP to maintain all erosion control and BMP measures during construction. The applicant's QSD or QSP shall provide the City weekly inspection reports to the approval of the City Engineer. b. Stormwater facility inspections shall be done at least twice per year, once in Fall by October 1st, in preparation for the wet season, and once in Winter by March 15th. Written records shall be kept of all inspections and shall include, at minimum, the following information: 1. Site address; 2. Date and time of inspection; 3. Name of the person conducting the inspection; 4. List of stormwater facilities inspected; 5. Condition of each stormwater facility inspected; 6. Description of any needed maintenance or repairs; and 7. As applicable, the need for site re-inspection. c. 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. d. Before commencing any grading or construction activities, the applicant 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. e. The applicant 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. f. Sequence of construction for all stormwater facilities (bioswales, detention/ retention basins, drain rock, etc.) shall be done toward final phases of project to prevent silting of facilities and reduce the intended use of the facilities. g. Prior to final inspection, all stormwater facilities will be tested by a certified QSP or QSD to meet the minimum design infiltration rate. All tests shall be made at on 20 ft x 20ft grid pattern over the surface of the completed stormwater facility unless otherwise approved by the City Engineer. All soil and infiltration properties for all stormwater facilities shall be evaluated by the geotechnical engineer. Percolation tests (using Double Ring Infiltrometer Testing with appropriate safety factors) at horizontal and vertical (at the depth of the stormwater facility) shall be conducted for each stormwater facility. A 50% safety factor shall be applied to the calculated percolation test and shall be used as the basis for design (the design percolation rate). The geotechnical report shall include a section designated for stormwater design, including percolation results and design parameters. *(PUBLIC WORKS)*
137.	**REGIONAL BOARD STORMWATER REVIEW**: This project may be subject to an audit by the Central Coast Regional Board. City may be required to provide the project stormwater design and storm water management plan for Regional Board review and comment. Prior to building permit issuance, the project shall receive approval or acknowledgment by the Regional Board. The project may need to provide the Regional Board any and all necessary documents (including reports, technical data, plans, etc.) for the Regional Board approval. *(PUBLIC WORKS)*
The following conditions shall be complied with AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT, or if another deadline is specified in a condition, at that time.	
138.	**PUBLIC IMPROVEMENTS -** All required public improvements must be constructed and accepted by the City prior to issuance of the first and any subsequent certificate of occupancy, unless approved by City Engineer/Public Works Director. *(PUBLIC WORKS)*
139.	**PUBLIC WORKS CONSTRUCTION ACTIVITIES**: The City shall be notified at least fifteen (15) working days prior to the start of any construction work, and at that time the contractor shall provide a project construction and phasing schedule, and a 24-hour emergency telephone number list. The initial schedule shall be in Microsoft Project, or an approved equal, and shall identify all detail construction

tasks for full project completion, including the critical path. After the initial critical path schedule, Developer shall be update and submit weekly a 5 week look-ahead schedule. The approved construction and phasing schedule shall be shared with Gilroy Unified School District (GUSD) to avoid traffic impacts to surrounding school functions. An approved construction information handout(s) shall also be provided to GUSD to share with school parents. *(PUBLIC WORKS)*

a. All work shown on the improvement plans shall be inspected to the approval of the City Engineer as applicable. Uninspected work shall be removed as deemed appropriate by the City Engineer.

b. Construction activities related to the issuance of any Public Works permit shall be restricted to the weekday between 7:00 a.m. and 7:00 p.m., Saturday work is not allowed under any circumstances. Developer can request Saturday work only on specific circumstances and only if approved by the City Engineer. No work shall be done on Sundays and on City Holidays. Please note that no work shall be allowed to take place within the City right-of-way after 5:00 p.m. Monday through Friday. In addition, no work being done under the issuance of a Public Works encroachment permit may be performed on the weekend unless prior approvals have been granted by Public Works. The City Engineer may apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes. Signs outlining the project construction times shall be posted at conspicuous locations on site where it is visible to the public. The signs shall be per the City Standard Drawing for posting construction hours. The sign shall be kept free of graffiti at all times. Contact the Public Works Department to obtain sample City Standard sign outlining hours of operation.

c. The allowed hours of Public Works construction activities may be waived or modified through an exemption, for limited periods, if the City Engineer finds that the following criteria are met:

    i. Permitting extended hours of construction will decrease the total time needed to complete the project thus mitigating the total amount of noise associated with the project as a whole; or,

    ii. Permitting extended hours of construction are required to accommodate design or engineering requirements, such as a large concrete pour. Such a need would be determined by the project's design engineer and require approval of the City Engineer.

iii. An emergency situation exists where the construction work is necessary to correct an unsafe or dangerous condition resulting in obvious and eminent peril to public health and safety. If such a condition exists, the City may waive any of the remaining requirements outlined below.

iv. The exemption will not conflict with any other condition of approval required by the City to mitigate significant impacts.

v. The contractor or owner of the property will notify residential and commercial occupants of property adjacent to the construction site of the hours of construction activity which may impact the area. This notification must be provided three days prior to the start of the extended construction activity.

vi. The approved hours of construction activity will be posted at the construction site in a place and manner that can be easily viewed by any interested member of the public.

vii. The City Engineer may revoke the exemption at any time if the contractor or owner of the property fails to abide by the conditions of exemption or if it is determined that the peace, comfort and tranquility of the occupants of adjacent residential or commercial properties are impaired because of the location and nature of the construction. The waiver application must be submitted to the Public Works Construction Inspector ten (10) working days prior to the requested date of waiver.

d. The following provision to control traffic congestion, noise, and dust shall be followed during site excavation, grading and construction:

i. All construction vehicles should be properly maintained and equipped with exhaust mufflers that meet State standards.

ii. 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.

iii. 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.

iv. Watering on public streets, and wash down of dirt and debris into storm drain systems will not be allowed. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the Construction Inspector, 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. Recycled water shall be used for construction watering to manage dust control where possible, as determined by the City Engineer. Recycled water shall be billed at the municipal industrial rate based on the current Santa Clara Valley Water District's municipal industrial rate. Where recycled water is not available potable water shall be used. All potable construction water from fire hydrants shall be metered and billed at the current portable fire hydrant meter rate.

v. 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 Construction Inspector.

vi. Construction grading activity shall be discontinued in wind conditions that in the opinion of the Public Works Construction Inspector cause excessive neighborhood dust problems.

vii. Site dirt shall not be tracked into the public right-of-way, and shall be cleaned immediately if done, or the project may risk being shut down. Mud, silt, concrete and other construction debris shall not be washed into the City's storm drains.

viii. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation.

ix. All aggregate materials transported to and from the site shall be covered in accordance with Section 23114 of the California Vehicle Code during transit to and from the site.

x. Prior to issuance of any permit, the applicant shall submit any applicable pedestrian or traffic detour plans, to the satisfaction of the City Engineer, for any lane or sidewalk closures. The traffic control plan shall be prepared by a licensed professional engineer with experience in preparing such plans. The Traffic Control Plan shall be prepared by a licensed engineer in accordance with the requirements of the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD)

	and standard construction practices. The Traffic Control Plan shall be approved prior to the commencement of any work within the public right-of-way. xi. During construction, the applicant shall make accessible any or all City utilities as directed by the City Engineer. xii. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The applicant shall require the soils engineer submit to daily testing and sampling reports to the City Engineer.
140.	**JOB SITE SIGNAGE:** Prior to construction, A 36 inch by 48 inch weatherproof sign shall be located so it is clearly readable from the public right-of-way and shall include the following information: a. Address of the project site. b. Permitted hours of construction and of deliveries/off-haul. c. Name, e-mail address and direct phone number of the General Contractor. d. Name, e-mail address and direct phone number of responsible person managing the project. e. Name and phone number of person to call in case of an emergency. f. Code Enforcement complaint telephone number (408-846-0264).
141.	**TREE ARBORIST MEASURES**: The project shall comply with requirements in the project Arborist Report. *(PUBLIC WORKS)*
142.	**PROJECT CLOSE-OUT**: Prior to City acceptance of all tract subdivision and property improvement agreements, the applicant shall comply with all City construction close-out procedures to the approval of the City Engineer. Refer to the City's website for a copy of these procedure. 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. A letter indicating that all project conditions have been met shall be submitted prior to the first occupancy. 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. In addition, the applicant shall submit a detailed project cost estimate of all public improvements constructed on-site and within the public right-of-way. The cost estimate shall be prepared by the project engineer, and be to the approval of the City Engineer. The cost estimate shall be broken out into on-site and off-site improvements based on the format provided by the City.

	Until such time as all improvements required are fully completed and accepted by City, the applicant shall 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 applicant. *(PUBLIC WORKS)*
143.	**MATERIAL HAULING ROUTE AND PERMIT**: For material delivery vehicles equal to, or larger than two-axle, six-tire single unit truck (SU) size or larger as defined by FHWA Standards, the applicant shall submit a truck hauling route and receive a haul permit that conforms to City of Gilroy Standards to the approval of the City Engineer. Note that the City requires a Haul Permit be issued for any hauling activities. The project sponsor shall require contractors to prohibit trucks from using “compression release engine brakes” on residential streets. The haul route for this project shall be Hwy 101, to Leavesley Road, to Montetrey to Howson and return the same way to the highway. A letter from the applicant confirming the intention to use this hauling route shall be submitted to the Department of Public Works, and approved, prior to the issuance of any City permits. All material hauling activities including but not limited to, adherence to the approved route, hours of operation, staging of materials, dust control and street maintenance shall be the responsibility of the applicant. All storage and office trailers will be kept off the public right-of-way. Tracking of dirt onto City streets and walks will not be allowed. The applicant must provide an approved method of cleaning tires and trimming loads on-site. Any job-related dirt and/or debris that impacts the public right-of-way shall be removed immediately. No wash down of dirt into storm drains will be allowed. All material hauling activities shall be done in accordance with applicable City ordinances and conditions of approval. Mud, silt, concrete and other construction debris shall not be washed into the City’s storm drains. Violation of such may be cause for suspension of work. *(PUBLIC WORKS)*
144.	**CONSTRUCTION WORKER PARKING**: The applicant shall provide a construction-parking plan that minimizes the effect of construction worker parking in the neighborhood and shall include an estimate of the number of workers that will be present on the site during the various phases of construction and indicate where sufficient off-street parking will be utilized and identify any locations for off-site material deliveries. Said plan shall be approved by the City Engineer prior to issuance of City permits and shall be complied with at all times during construction. Failure to enforce the parking plan may result in suspension of the City permits. 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 City Engineer (§15.40.070). *(PUBLIC WORKS)*

145.	**SITE WATER DISCHARGE**: In accordance with the City's Municipal Code, Prohibition of Illegal Discharges (Gilroy Municipal Code Section 27C.7), the City Engineer may approve the discharge of uncontaminated pumped ground waters to the sanitary sewer only when such source is deemed unacceptable by State and Federal authorities for discharge to surface waters of the United States, whether pretreated or untreated, and for which no reasonable alternative method of disposal is available. Following the verification of the applicable local, state and/or federal approvals, a Discharge Plan will be approved and monitored by the City Engineer. *(PUBLIC WORKS)*
The following conditions shall be complied with AT ALL TIMES that the use permitted by this entitlement occupies the premises	
146.	**POST CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP)**: In accordance with Gilroy Municipal Code Chapter 27D *Post Construction Storm Water Pollution Prevention* all projects that meet the criteria described in the Storm Water Guidance Manual for Low Impact Development and Post-Construction Requirements shall prepare a storm water control plan (SWCP) and shall meet the requirements of the design standards and selection of best management practices and shall be selected and designed to the satisfaction of the City Engineer or designee. Requirements shall include: a. Owner/occupant shall inspect private storm drain facilities at least two (2) times per year and sweep parking lots immediately prior to and once during the storm season. b. The applicant shall be charged the cost of abatement for issues associated with, but not limited to, inspection of the private storm drain facilities, emergency maintenance needed to protect public health or watercourses, and facility replacement or repair in the event that the treatment facility is no longer able to meet performance standards or has deteriorated. Any abatement activity performed on the applicant's property by City staff will be charged to the applicant at the City's adopted hourly rate. c. Label new and redeveloped storm drain inlets with the phrase "No Dumping: Drains to Bay" plaques to alert the public to the destination of storm water and to prevent direct discharge of pollutants into the storm drain. Template ordering information is available at www.flowstobay.org. d. All process equipment, oils fuels, solvents, coolants, fertilizers, pesticides, and similar chemical products, as well as petroleum based wastes, tallow, and grease planned for storage outdoors shall be stored in covered containers at all times. e. All public outdoor spaces and trails shall include installation and upkeep of dog waste stations. Garbage and recycling receptacles and bins shall be designed and maintained with permanent covers to prevent exposure of trash to rain. Trash enclosure drains shall be connected to the sanitary sewer system. *(PUBLIC WORKS)*

Planning Commission Conditions	
147.	The applicant shall replace the proposed Chinese Pistache with a different street tree from the approved street tree list or as approved by the Community Development Director and/or City Engineer. The replacement tree shall be shown on all landscape plans submitted to the Building Division and Public Works Department.

CERTIFICATE OF THE CLERK

I, **KIM MANCERA** , City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-xx** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, May 4**, with a quorum present.

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

_____
Kim
City Clerk of the City of Gilroy

(Seal)

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution of the City Council of the City of Gilroy Calling a General Municipal Election and Adopt a Resolution Submitting a Measure Increasing the Rate of the City of Gilroy's Transient Occupancy Tax (TOT)**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Administration
Submitted by:	Kim Mancera, City Clerk Harjot Sangha, Finance Director
Prepared by:	Kim Mancera, City Clerk, Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS:

RECOMMENDATION

1. Adopt Resolution A calling a General Municipal Election for Municipal Officers, requesting the Santa Clara County Board of Supervisors authorize consolidation with the Statewide General Election to be held on November 3, 2026, pursuant to California Elections Code Section 10403, and requesting the services of the Registrar of Voters; and
2. Concur with setting the initial Transient Occupancy Tax rate at eleven percent (11%).
3. Adopt Resolution B placing a measure on the ballot increasing the rate of the City's Transient Occupancy (Hotel) Tax from nine percent (9%) to a not-to-exceed maximum rate of thirteen percent (13%).

EXECUTIVE SUMMARY

The report outlines the required actions and timelines for the November 3, 2026, Gilroy General Municipal Election, including both City Council district elections and a

proposed Transient Occupancy Tax (TOT) ballot measure. Three Council seats (Districts 4, 5, and 6) will be up for election, with key administrative milestones such as resolution submittals to the County, nomination periods, and candidate filing requirements clearly defined. Concurrently, the City Council has directed staff to pursue a general-purpose TOT measure structured as a not-to-exceed rate of thirteen percent (13%), subject to future Council adjustments. Council is requested to concur with setting the initial increase from nine percent (9%) to eleven percent (11%). The measure requires adoption of a resolution by a two-thirds vote, preparation of ballot language, and coordination of required election materials, including impartial analysis and arguments. The proposal emphasizes maintaining local control of revenues, funding critical City services, and incorporating accountability measures such as annual independent audits, while adhering to legal constraints on City involvement during the campaign period.

ANALYSIS

General Municipal Election – City Council District Seats

The City of Gilroy's General Municipal Election is held on the Tuesday following the first Monday in November of even-numbered years, with the next general election date being November 3, 2026. Three (3) City Council seats will be up for election this November, which are currently held by Council Members Dion Bracco, Tom Cline, and Carol Marques. The City Council transitioned to a district-based election in 2025. The City Council districts that are up for election in 2026 are Districts 4, 5, and 6, which are for four (4)-year terms that will run through 2030.

Section 10002 of the Elections Code of the State of California provides that the governing body of a City may, by resolution, request the Board of Supervisors of the County to permit the County elections official to render special services to the City related to the conduct of elections. Upon approval, this resolution will be submitted to the Santa Clara County Board of Supervisors for approval of consolidation. The County requires submission of this resolution (resolution A) by July 1, 2026. The nomination period for the November 3, 2026 election opens at 8:30 a.m. Monday, July 13, 2026, and closes at 5:00 p.m. Friday, August 7, 2026.The City Clerk's Office will be taking appointments Monday through Friday from 8:30 a.m. to 4:00 p.m. during the period to process nomination papers for those seeking elective office.

During the nomination period, any eligible and qualified Gilroy resident interested in running for City Council may request nomination papers for candidacy from the City Clerk. An appointment for a time during the nomination period will be set. At this meeting, the Clerk will review the Candidate's Guide with the potential candidate and will issue all the forms required for a City Council candidacy. A candidate may, but is not required to, file a 200-word Candidate's Statement of Qualifications for inclusion in

the voters' information pamphlet. Each candidate is responsible for paying half of the cost of this statement ($1,600) at the time of filing.

General Municipal Election – Transient Occupancy Tax Ballot Measure
The City Council is also submitting a ballot measure for the November 2026 election.

As part of the Fiscal Year 2025-26 (FY26) and 2026-27 (FY27) biennial budget development and Council strategic planning sessions, Council expressed a desire to review the City's existing TOT rate and ordinance, particularly because Gilroy has one of the lowest TOT rates in the County.

On February 9, 2026, the Council directed staff to pursue a general-purpose TOT rate ballot measure and to pursue a not-to-exceed tax rate structure with a not-to-exceed tax rate of thirteen percent (13%).

To propose an increase of the TOT, the Council will need to adopt the resolution (resolution B) recommending that an ordinance be put to the voters at the November 3, 2026, General Election. The Council must adopt the resolution by a 2/3rd vote per Government Code section 53724(b).

The resolution calls for a general election to put forward the ballot measure, directs the city attorney to prepare an impartial analysis, establishes deadlines to receive arguments for and against, along with rebuttal arguments, and otherwise directs staff to prepare any other appropriate documents.

The ordinance, included as Exhibit A to the resolution (resolution B) amends Section 25A.2 of Chapter 25A of the Gilroy City Code – Transient Occupancy Tax – to increase the maximum transient occupancy tax rate from the current nine percent (9%) to a not-to-exceed tax rate of thirteen percent (13%). Further, it sets the initial TOT increase by two percent (2%) (from the current nine percent 9% to eleven 11%) and reserves the right for the City Council to further adjust the tax rate by adoption of a resolution as fiscal conditions warrant, provided that the rate does not exceed thirteen percent (13%).

Staff requests that the City Council either concur with this initial increase recommendation or determine the desired initial rate.

<u>Ballot Measure Language</u>
At the February 9, 2026, meeting, staff presented two examples of ballot language, one from the City of Menlo Park (set rate increase structure) and another from the City of Del Rey Oaks (not-to-exceed rate structure), which were successful in the November 2024 elections.

Council provided feedback on the ballot question to align with Menlo Park, noting that it references that the funding will remain local and cannot be taken by the State. Staff

has crafted the ballot question below, which follows Menlo Park's ballot language, with input from legal, includes clarity modifications, reflects the Council-directed rate structure, and adds an annual independent audit element. The question below is compliant with the election code requirements: Must be clear and impartial, cannot exceed 75 words, and must state what the tax does, who pays it, estimated annual revenue, use of funds, and duration (sunset clause).

> "To maintain critical City services such as street/pothole repair, park and recreation programs, emergency preparedness for storms, flooding and wildfires, and police and fire response shall the City of Gilroy measure raising the Transient Occupancy Tax (hotel tax) rate from 9% to a maximum of 13%, set by Council resolution, providing $700,000 annually paid only by hotel/lodging guests, with annual independent audits, that cannot be taken by Sacramento, until ended by voters, be adopted?

The revenue estimate is based on the FY2024-25 actual TOT revenue. Based on the rate set by the Council, market activity, and the actual amount, will vary.

The County requires submission of this resolution to the Board of Supervisors and Elections Department (resolution B) by August 7, 2026, for inclusion on the ballot. Thus, it is recommended that the Council formally adopt the resolution.

Submission of Ballot Arguments and Rebuttal

As part of the California Elections Code, Section 9282, the City Council may authorize any member(s) of the City Council to submit an argument in favor of the City's ballot measure for inclusion in the Voters' Sample Ballot. The argument would be capped at 300 words in length. Arguments for or against the measure must be submitted to the Santa Clara County Registrar of Voters (ROV) by Tuesday, August 11, 2026. Arguments may not be signed by more than five (5) persons.

As part of the California Elections Code, Section 9285, the City Council may authorize any member(s) of the City Council to submit a rebuttal argument in favor of the City measure for inclusion in the Voters' Sample Ballot. Any arguments filed against the measure would be transmitted to the City, and the authorized Council or member(s) of Council for rebutting the argument shall have up to 250 words in rebuttal that would be published. Rebuttal due by Tuesday, August 18, 2026.

Authorization for the submission of ballot arguments and rebuttal is included in the attached resolution.

Preparation of an Impartial Analysis

As part of the California Elections Code, Section 9280, the City Council may direct the City Clerk to transmit a copy of the measure to the City Attorney for the purposes of preparing an impartial analysis. The impartial analysis of the measure would discuss its

effect and operation. Any such impartial analysis must include a statement indicating that the measure was placed on the ballot by the City's governing body, since it would be initiated by the City. The Impartial Analysis of the measure may not exceed 500 words in length, and must be transmitted to the ROV by Tuesday, August 18, 2026. This authorization is recommended and is included in the attached resolution.

Roles and Limitations During Ballot Measure Campaign Period
The City can provide educational materials to the public to inform them about the Measure. However, the City must refrain from spending any staff time, money, or effort to advocate for the passage of the ballot measure. Council members and staff can work on the campaign on their own time and at their own expense, provided it is clear that they are doing so on their own time rather than with City resources.

ALTERNATIVES

For the TOT Ballot Measure Resolution, the City Council could amend the ballot language and/or determine to set the initial rate at the current rate (no change) or at another rate, provided it does not exceed thirteen percent (13%).

FISCAL IMPACT/FUNDING SOURCE

Based on updated cost estimates from the County's Registrar of Voters (ROV) office, the estimated cost for one measure and district-based City Council seats is $214,000. Currently, $300,000 is appropriated in the City Clerk's budget for election costs and funded by the General Fund (100).

Council is separately considering placing a second ballot measure, a dedicated public safety special transaction and use tax, at the November 2026 elections. The additional cost for the second ballot measure is estimated at $86,000.

Revenue from the TOT ballot measure, should it pass:

- An initial rate of 11% would generate $300,000 million (rounded to nearest hundredth thousand) in additional TOT revenue; and
- At the maximum not-to-exceed rate of 13%, would generate approximately $700,000 million in additional TOT revenue.

PUBLIC OUTREACH

Following the Council's adoption of this resolution calling the election for the purpose of electing three (3) Council Members in Council Districts 4, 5, and 6, the City Clerk's Office will publish a notice of the election in the newspaper, pursuant to Section 6061 of the Government Code.

As with previous practice, staff will also dedicate a web page on the City website to the 2026 General Municipal Election and will use all of the City's social media outlets to promote voter registration, vote-by-mail election process, and to highlight the nomination period throughout the community.

NEXT STEPS

City Clerk will submit the resolutions to the County Registrar of Voters and publish the required notice for calling the election. Additional steps, including the City Attorney's impartial analysis and the City's arguments for the ballot measure, would then be undertaken after Council approval.

Attachments:

1. Resolution A – Calling the General Municipal Election
2. Resolution B – TOT Ballot Measure

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY CALLING A GENERAL MUNICIPAL ELECTION FOR MUNICIPAL OFFICES, REQUESTING THE SANTA CLARA COUNTY BOARD OF SUPERVISORS CONSOLIDATE WITH THE STATEWIDE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2026 PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403, AND REQUESTING SERVICES OF THE REGISTRAR OF VOTERS

WHEREAS, § 1400 of the City Charter of the City of Gilroy provides that a general municipal election shall be held on the regular election date established by the Elections Code of the State of California for the statewide Election in each even-numbered year, commencing with the year 2010, for the election of officers and for such other purpose as the City Council may prescribe; and

WHEREAS, § 13307 of the California Code provides that the City may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the City that the election be held in all respects as if there were only one election, and that the Santa Clara County Registrar of Voters canvass the returns of the General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. A General Municipal Election is hereby called in the City of Gilroy to be held on Tuesday, November 3, 2026, for the purposes of electing a Member of the City Council from District " 4", a Member of the City Council from District "5", and a Member of the City Council from District "6", each for four (4) year full terms.

Section 2. Pursuant to § 13307 of the California Elections Code, each candidate for elective office to be voted for in the City of Gilroy on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk, as the City's Election Official, or her designee. The statement may include the name, age, and occupation of the candidate, and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate themselves. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations. Any candidate's statement submitted shall be limited to a recitation of the candidate's own personal background and qualifications and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities.

Section 3. The candidate's statement shall be filed in the office of the City Clerk when the candidate's nomination papers are returned for filing. Except as provided in California Elections Code Section 13309, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 4. The candidate shall be required to pay for one-half of the cost of printing, handling, and mailing said candidate's statement, and are to be paid at the time of submittal of said candidate's statement.

Section 5. No candidate will be permitted to include additional materials in the sample ballot package, and the City Clerk or their designee shall provide each candidate or their representative with a copy of this Resolution at the time nomination papers are issued.

Section 6. Pursuant to Elections Code Sections 10551 and 15651 and Gilroy City Charter Section 402, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the city, the Council shall proceed to determine the election of such candidates by lot.

Section 7. Pursuant to § 10522 of the Elections Code of the State of California, a current map showing the City boundaries has been submitted to the Registrar of Voters.

Section 8. The City Council hereby requests, consents to and orders that the general municipal election be consolidated with the statewide election to be held on Tuesday, November 3, 2026, and that upon consolidation the election shall be held and conducted; election officers appointed; ballots and elections guides printed and mailed; election supplies provided; polls opened and closed; ballots opened and returned; return results canvassed and certified to the City Clerk, and all other proceedings in connection with the election to be regulated and completed by the Registrar of Voters of Santa Clara County.

Section 9. Said election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 10. Pursuant to California Elections Code § 10262 (b), the City Clerk, upon receipt of the results of the consolidated election, shall certify the results to the City Council no later than the next regularly scheduled meeting of the City Council following the presentation of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers.

Section 11. Pursuant to California Elections Code § 10403, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purposes of the election of Officers, and the City Clerk shall file with the Board of Supervisors and the Santa Clara County Registrar of Voters, certified copies of this resolution at least eighty-eight (88) days prior to the herein referenced General Municipal Election.

Section 12. Pursuant to the provisions of Elections Code § 10002, the Santa Clara County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The City of Gilroy recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any and all related costs of consolidation.

Section 13. The City Council acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election in the manner prescribed in California Elections Code § 10418.

Section 14. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

Section 15. As required by California Elections Code § 12101 and 12102, the City Clerk shall publish the notice of said election in the City no earlier than the 127th day before the election, and no later than the 113th day before the election to fill offices.

Section 16. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

Section 17. The City Clerk is directed to cause the notice of the election to be published in accordance with the provisions of the California Elections Code. The notice of the General Municipal Election provided for herein shall be published in a newspaper of general circulation within the City of Gilroy.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 4th day of May 2026 by the following roll call vote:

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

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held **Monday, May 4, 2026** with a quorum present.

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

_____

Kim Mancera
City Clerk of the City of Gilroy

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY, SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF GILROY, A MEASURE INCREASING THE RATE OF THE CITY'S TRANSIENT OCCUPANCY (HOTEL) TAX FROM 9% TO A NOT TO EXCEED MAXIMUM RATE OF 13% AND REQUESTING THE COUNTY OF SANTA CLARA TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, a General Municipal Election on Tuesday, November 3, 2026, has been called for by Resolution No. 2026-xx, adopted on Monday, May 4, 2026; and

WHEREAS, the City of Gilroy currently imposes a Transient Occupancy Tax ("TOT") on the privilege of occupying a room or other lodging in a hotel, motel, or short-term rental for 30 days or less; and

WHEREAS, Chapter 25A of the Gilroy City Code establishes the City's TOT paid by hotel, motel, and short-term rental guests staying in Gilroy for thirty days or less; and the current TOT rate is 9%; and

WHEREAS, Revenue and Taxation Code Section 7280 authorizes the City to levy a tax on the privilege of occupying a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of thirty (30) consecutive calendar days or less; and

WHEREAS, the TOT is a general tax, the proceeds of which shall be deposited into the City's General Fund and may be used for any lawful municipal purpose, including but not limited to public safety, infrastructure maintenance, parks and recreation, community services, and general government operations; and

WHEREAS, Article XIII C, Section 2(b) of the California Constitution, as added by Proposition 218 in 1996, requires that any general tax must be submitted to the electorate and approved by a majority vote of the qualified voters of the city voting in an election on the issue; and

WHEREAS, Article XIII C, Section 2(b) of the California Constitution further requires that an election for the approval of a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council may, without receipt of a petition, submit a proposition to the voters at any established election date; and

WHEREAS, the adoption of this measure is not a "project" subject to the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(4) because it is the creation of a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment; and

WHEREAS, the City Council of Gilroy desires to submit to the voters a proposed increase in the rate of the TOT from nine percent (9%) to a not-to-exceed maximum rate of thirteen percent (13%) and place a measure on the ballot for the next General Municipal Election on November 3, 2026.

WHEREAS, by establishing a maximum rate of thirteen percent (13%), the City Council may, by resolution, set the actual rate at any amount at or below the voter-approved ceiling without requiring further voter approval, thereby providing the City with the flexibility to adjust the rate as fiscal conditions warrant; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. A General Municipal Election is hereby called in the City of Gilroy to be held on Tuesday, November 3, 2026, to vote on a ballot measure to increase the rate of the TOT from nine percent (9%) to a not-to-exceed maximum rate of thirteen percent (13%).

Section 2. The ballot measure will be placed on the ballot for Tuesday, November 3, 2026, General Municipal Election, which shall be substantially in the following form:

Transient Occupancy Tax Rate

To maintain critical City services such as street/pothole repair, park and recreation programs, emergency preparedness for storms, flooding and wildfires, and police and fire response shall the City of Gilroy measure raising the Transient Occupancy Tax (hotel tax) rate from 9% to a maximum of 13%, set by Council resolution, providing $700,000 annually paid only by hotel/lodging guests, with annual independent audits, that cannot be taken by Sacramento, until ended by voters, be adopted?	**YES**
	NO

Section 3. The vote requirement for the measure to pass is a majority vote of the qualified voters of the city voting in an election on the issue pursuant to Article XIII C, Section 2(b) of the California Constitution.

Section 4. The City Council hereby requests the Board of Supervisors of the County of Santa Clara, California, to permit the Registrar of Voters of Santa Clara County to render to the City of Gilroy such services as the City Clerk of the City of Gilroy may request relating to the conduct of the above-described General Municipal Election with respect to the following matters:

Coordination of election precincts, polling places, voting booths, voting systems, and election officers; printing and mailing of voter pamphlets; preparation of the tabulation of the results of votes cast, and all other services necessary to conduct an election.

Section 5. The City Council hereby requests, consents to, and orders that the Registrar of Voters of the County of Santa Clara consolidate the General Municipal Election called and ordered to be held on November 3, 2026, with any other election that may be held on that date.

Section 6. The City Council hereby authorizes the Board of Supervisors of Santa Clara County, California, to canvass the returns of the General Municipal Election.

Section 7. The City Council hereby directs the City Clerk to reimburse the County of Santa Clara in full for any of the above-mentioned services which may be performed by the Registrar of Voters, upon presentation of a bill to the City, with funds already appropriated to the City Clerk for election purposes.

Section 8. The City Council hereby directs the City Clerk to take all actions necessary to facilitate the General Municipal Election in the time frame specified herein and comply with provisions of the Elections Code of the State of California, City Charter, Ordinances, Resolutions, and Policies regarding the conduct of the General Municipal Election.

Section 9. Pursuant to Section 12111 of the California Elections Code, the City Council hereby directs the City Clerk to:

(a) cause a synopsis of the proposed measure to be published at least one time not later than one week before the election in the Gilroy Dispatch, a newspaper of general circulation within the City of Gilroy;

(b) consolidate the Notice of Measure to be Voted with the Notice of Election into a single notice;

(c) cause copies of the full text of the proposed measure set forth in the attached Exhibit A to be printed in the Voter Information Portion of the Sample Ballot;

(d) cause copies of the Sample Ballot to be mailed to each of the qualified electors of the City of Gilroy; and

(e) do all other things required by law to submit the specified measure above to the electors of the City of Gilroy at the General Municipal Election, including causing the full text of the proposed measure to be made available in the Office of the City Clerk at no cost and posted on the City Clerk's website.

Section 10. Pursuant to Sections 9282 and 9285 of the California Elections Code, the City Council hereby approves the submittal of direct arguments for and against the ballot measure, with a maximum of 300 words in length, if any, and authorizes the City Council or any member or members of the Council to author and submit a ballot measure argument in favor of the ballot measure, and approves the submittal of rebuttal arguments in response to arguments for and against the ballot measure, with a maximum of 250 words in length, and authorizes the City Council or any member or members of the City

Council to author and submit a rebuttal, if any., to the Santa Clara County Registrar of Voters (ROV) by Tuesday, August 11, 2026.

Section 11. The City Council hereby directs the City Clerk to transmit a copy of the measure qualifying for placement on the ballot with a maximum of 500 words in length to the City Attorney for preparation of an impartial analysis.and transmit to the Santa Clara County Registrar of Voters by Tuesday, August 18, 2026.

Section 12. The City Council hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed in California Elections Code Section 10418.

Section 13. The City Council hereby directs the City Clerk to file certified copies of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Santa Clara not later than eighty-eight (88) days prior to November 3, 2026, as required by California Elections Code Section 10403.

Section 14. The City Council hereby finds and determines that this measure is not a "project" as defined under Section 15378(b)(4) of the California Environmental Quality Act ("CEQA") Guidelines because it is a government funding mechanism or other fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, pursuant to Section 15060(c)(3) of the CEQA Guidelines, CEQA does not apply.

Section 15. If any section, subsection, sentence, clause, phrase, or portion of the ordinance submitted to the voters by this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 16. If approved by a majority of the voters, the ordinance submitted to the voters by this resolution shall be considered as adopted upon the date that the vote is declared by the City Council and shall go into effect ten (10) days after that date pursuant to Elections Code Section 9217. However, the levying and collection of the transient occupancy tax at the rate established pursuant to this ordinance shall commence effective January 1, 2027, or as soon thereafter as this ordinance shall go into effect.

Section 13. This resolution shall take effect immediately upon adoption.

.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 4th day of May 2026 by the following roll call vote:

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

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held **Monday, May 4, 2026,** with a quorum present.

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

_____
Kim Mancera
City Clerk of the City of Gilroy

EXHIBIT A

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE PEOPLE OF THE CITY OF GILROY AMENDING SECTION 25A.2 OF CHAPTER 25A OF THE GILROY CITY CODE (TRANSIENT OCCUPANCY TAX) TO INCREASE THE MAXIMUM TRANSIENT OCCUPANCY TAX RATE FROM NINE PERCENT (9%) TO AN AMOUNT NOT TO EXCEED THIRTEEN PERCENT (13%)

WHEREAS, Chapter 25A of the Gilroy City Code establishes the City's Transient Occupancy Tax ("TOT"), which requires that each "transient" who occupies a "hotel," as those terms are defined in Section 25A.1 of the Gilroy City Code, must pay a TOT at the rate of nine percent (9%) of the rent charged by the operator for the privilege of occupying the hotel; and

WHEREAS, Revenue and Taxation Code Section 7280 authorizes the City to levy a tax on the privilege of occupying a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of thirty (30) consecutive calendar days or less; and

WHEREAS, the TOT has not been adjusted since 1983, when the rate was set at nine percent (9%) by Ordinance No. 83-14; and

WHEREAS, the proposed TOT increase would apply only to guests who stay in local hotels, motels, and other short-term lodging establishments for a period of thirty (30) consecutive calendar days or less; and

WHEREAS, the TOT is a general tax, the proceeds of which are deposited into the City's General Fund and may be used for any lawful municipal purpose, including but not limited to public safety, infrastructure maintenance, parks and recreation, community services, and general government operations; and

WHEREAS, additional General Fund revenue will help the City of Gilroy maintain and enhance essential city services for the benefit of its residents and visitors; and

WHEREAS, Article XIII C, Section 2(b) of the California Constitution, as added by Proposition 218 in 1996, requires that any general tax must be submitted to the electorate and approved by a majority vote of the qualified voters of the city voting in an election on the issue; and

WHEREAS, Article XIII C, Section 2(b) of the California Constitution requires that an election for the approval of a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, November 3, 2026 is the date of the next statewide general election at which members of the Gilroy City Council will be elected, and this ordinance is being submitted to the voters at that election; and

WHEREAS, the City Council may, by resolution, set the actual tax rate at any amount at or below the voter-approved ceiling of thirteen percent (13%) without requiring further voter approval, thereby providing the City with the flexibility to adjust the rate as fiscal conditions warrant, provided the rate does not exceed thirteen percent (13%); and

WHEREAS, the adoption of this ordinance is not a "project" subject to the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(4) because it is the creation of a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF GILROY DO ORDAIN AS FOLLOWS:

Section 1. Amendment of Section 25A.2.

Section 25A.2 ("Tax imposed") of Chapter 25A ("Transient Occupancy Tax") of the Gilroy City Code is hereby amended to read in its entirety as follows:

"25A.2 Tax imposed.

a) For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax as imposed from time to time by the City Council. Said tax shall be a percentage of the rent charged by the operator for the occupancy.

b) On and as of January 1, 2027, and continuing thereafter until further change by City Council resolution, the amount of the tax imposed (the tax rate) is eleven percent (11%) of the rent charged by an operator. Any further changes to the tax rate may be made by City Council resolution, provided that the rate shall not exceed thirteen

percent (13%). Any such change to the tax rate shall take effect no sooner than sixty (60) days following the adoption of the resolution by the Council. If at any time no Council resolution setting a different tax rate is in effect, then the tax rate shall be eleven percent (11%).

c) Said tax constitutes a debt owed by the transient to the city, which is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the hotel operator at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the director of finance may require such tax to be paid directly to the director of finance."

Section 2. Remaining Provisions Unchanged.

Except as specifically amended by this ordinance, all other provisions of Chapter 25A of the Gilroy City Code shall remain in full force and effect. All references in other provisions of the Gilroy City Code to Chapter 25A or to the transient occupancy tax shall continue to apply to Chapter 25A as amended by this ordinance.

Section 3. Audits and Accountability.

All proceeds resulting from the transient occupancy tax, as amended by this ordinance, shall be deposited into the City's General Fund and shall become subject to the same independent audit requirements as other General Fund revenues. An annual report detailing TOT revenues collected shall be made available for public review.

Section 4. California Environmental Quality Act.

The City Council finds and determines that this ordinance is not a "project" as defined under Section 15378(b)(4) of the California Environmental Quality Act ("CEQA") Guidelines because it is a government funding mechanism or other fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the actions proposed herein are not subject to CEQA.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of Gilroy hereby declare that they would have adopted this ordinance and each and every section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 6. Effective Date.

This ordinance relates to the levying and collecting of the City's transient occupancy tax. This ordinance shall be adopted if approved by a majority of the voters voting on the measure at the statewide general election to be held on November 3, 2026. If so approved, this ordinance shall be considered as adopted upon the date that the vote is declared by the City Council and shall go into effect ten (10) days after that date pursuant to Elections Code Section 9217. However, the levying and collection of the transient occupancy tax at the rate established pursuant to this ordinance shall commence effective January 1, 2027, or as soon thereafter as this ordinance shall go into effect.

Section 7. Publication.

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same, or a summary thereof, to be published and posted in the manner required by law.

* * * * *

PASSED AND ADOPTED by the People of the City of Gilroy at the statewide general election held on November 3, 2026.

ATTEST:

_____
City Clerk, City of Gilroy

_____
Mayor, City of Gilroy

APPROVED AS TO FORM:

_____
City Attorney, City of Gilroy

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Homeless Encampment at Sixth Street and Camino Arroyo Drive**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator Greg Bozzo, Mayor
Department:	Administration
Submitted by:	Matt Morley, City Administrator
Prepared by:	Matt Morley, City Administrator

STRATEGIC PLAN GOALS:

RECOMMENDATION

Discuss the current homeless encampment at Sixth Street and Camino Arroyo Drive and confirm or modify prior direction to staff as needed.

EXECUTIVE SUMMARY

N/A

BACKGROUND

At the February 9, 2026 City Council meeting, the Council discussed and heard public testimony with respect to the encampment on city-owned property near Sixth Street and Camino Arroyo Drive. On a vote of 5-2, the Council directed a 90-day suspension to encampment enforcement for this location. Staff has continued to monitor and provide services, including Quality of Life officer visits, portable toilet service, and trash service. Volunteer agencies have supported the site with other services, including food and connections to social services.

ANALYSIS

At the request of Mayor Bozzo, this item has been placed on the Council meeting agenda for discussion and possible additional direction. The 90-day suspension period has lapsed and staff is coordinated to begin abatement of the camp beginning Wednesday, May 6, 2026. The Council could consider factors such as the condition of the encampment, the toll on city services, the creation of an ad hoc committee to address homelessness, costs for abatement, and political and social dynamics of encampments.

ALTERNATIVES

The Council could affirm or modify the previous direction to staff to remove the encampment.

FISCAL IMPACT/FUNDING SOURCE

Modifications to the previous direction may have direct impacts on expenditures, including costs for abatement and provision of services as identified above.

PUBLIC OUTREACH

This item has been posted with the agenda for this meeting.

NEXT STEPS

Staff anticipates removal of the encampment beginning May 6, 2026.

Attachments:

None

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Gilroy Homelessness Efforts**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Police and Community Development Department
Submitted by:	Scot Smithee, Interim Chief of Police Sharon Goei, Community Development Director
Prepared by:	Brian Dutton, Captain Christie Thomas, Housing and Community Services Manager Bryce Atkins, Deputy Director of Community Development Sharon Goei, Community Development Director

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services

RECOMMENDATION

Receive report on homelessness efforts.

EXECUTIVE SUMMARY

Staff is providing an overview of the City's ongoing efforts to address homelessness through a coordinated, multi-departmental approach that integrates public safety, community services, housing policy, and regional partnerships. Central to these efforts is the Quality-of-Life (QOL) Police Officer Program, which was established as a pilot in 2021 and made permanent in 2024, and has evolved in response to changing legal frameworks and community expectations. The program emphasizes a balanced strategy that combines enforcement with proactive outreach and service connection, while coordinating closely with local, county, and nonprofit partners to address encampments, public safety concerns, and the underlying causes of homelessness.

This report also highlights broader homelessness trends and response strategies, including Point-in-Time count data indicating a slight decrease in Gilroy's unhoused population alongside regional increases, with key drivers listed. It outlines the City's comprehensive response, including partnerships with service providers and federal and

state funding to provide homelessness prevention services. The report also identifies the services offered by other regional partners, including shelter operations. Collectively, these efforts reflect a continued focus on prevention and service delivery, while addressing homelessness in a coordinated, compassionate, and legally compliant manner.

BACKGROUND

At the September 8, 2020, City Council study session on the unhoused, the City Council supported the creation of an Unhoused Ad Hoc Committee (UHAC). Councilmembers Marques, Bracco, and former Councilmember Tovar were appointed to begin discussions on the City's next steps in addressing issues surrounding the unhoused. The first UHAC meeting took place in October 2020, where committee members identified local unhoused stakeholders to meet with at upcoming meetings. After meeting with stakeholders, the UHAC established a list of potential options for City Council consideration, which were later added to by the then-sitting City Council and adopted. Some of these first initiatives included partnering with the County on their programs and services for the unhoused, the QOL Police Officer Pilot Program, garbage contractor services, endorsement of the 2020-2025 Community Plan to End Homelessness, and coordinating monthly check-in meetings with lead unhoused service providers to address local issues, to name a few.

Over the years, staff has returned to the Council with updates on the progress of these initiatives, as well as newer initiatives the Council requested, including the ordinance prohibiting camping near critical infrastructure and updates on the Supreme Court rulings regarding overnight camping restrictions and enforcement options.

One of the longest-running and most successful Council-approved recommendations from the original UHAC is the QOL Police Officer Program. In November 2021, the City Council authorized the QOL Police Officer Program as a pilot initiative to proactively address ongoing community concerns related to homelessness, encampments, nuisance activity, and other quality-of-life issues within the City of Gilroy. The program was established to provide dedicated resources focused on issues affecting public spaces, the overall quality of life for Gilroy's population, and coordinated access to community services, with particular attention to the needs and impacts associated with the unhoused population.

The Police Department's strategy for addressing quality-of-life and homelessness is comprehensive and relies on collaboration among community-based organizations, county and state agencies, and partners in other City departments to meet service demands. Within this framework, the Department's two-officer QOL team serves as the primary point of contact for interagency coordination, service referrals, and the enforcement of criminal violations.

From its inception, the QOL Program has emphasized a balanced approach centered on outreach with close collaboration with service providers and enforcement. Officers assigned to the program work to connect individuals with shelter, housing, medical and behavioral health services, and other supportive resources intended to help transition them into more stable living conditions. At the same time, the program addresses criminal conduct and public nuisance activity in a manner that is fair and consistent.

Based on the program's demonstrated effectiveness and positive community impact, the City Council approved the permanent adoption of the QOL Police Officer Program in 2024. The program continues to play a central role in assisting the unhoused community through service referrals, coordination of encampment cleanups, and enforcement of applicable laws.

ANALYSIS

Current Homelessness Demographics – Point-in-Time Count

The Point-in-Time (PIT) count provides communities with information about the unhoused population. A U.S. Department of Housing and Urban Development (HUD) requirement, it is a count of sheltered and unsheltered individuals experiencing homelessness on a single night in January. The count is a community-wide collaborative effort and occurs in all cities and unincorporated areas of Santa Clara County.

City staff collaborated with Santa Clara County Office of Supportive Housing by serving as the co-jurisdictional lead, alongside the local nonprofit organization South County Community Services (formerly South County Compassion Center and St. Joseph's Family Center), for the City of Gilroy's bi-annual 2025 PIT count.

The overall Santa Clara County PIT count increased from 9,903 in 2023 to 10,711 in 2025, an increase of approximately 800 individuals. While this is an 8% increase, the total number has remained relatively consistent at around 10,000 since 2019.

The PIT count has two components: Sheltered and unsheltered.

- The sheltered count includes people experiencing homelessness who are living in emergency shelters, transitional housing, or safe havens.
- The unsheltered count includes people sleeping outdoors or in places not designed for habitation, such as streets, tents, parks, vehicles, bus or train stations, or abandoned buildings.

The number of *unsheltered* individuals in the County remained relatively flat. The increase in the count is primarily due to *sheltered* individuals. Santa Clara County indicates that shelter and temporary housing capacity and utilization have been increasing.

The Gilroy PIT count decreased from 1,048 in 2023 to 959 in 2025, a decrease of 89

people, or 8%. Like the overall County, Gilroy experienced an increase in *sheltered* individuals and a decrease in *unsheltered* individuals, primarily due to an expansion in County program capacity and utilization, according to the County. The expansion in program capacity and utilization was made possible through the collaboration of local nonprofits and the County.

The County PIT count survey results show that the vast majority of the unhoused population is from Santa Clara County, with 83% of respondents indicating their last permanent residence was in the County. 70% said they had lived in the County for 10 years or longer.

The numbers in the PIT count are not surprising. The results are consistent with what the County and homelessness experts have observed in recent years – *more people are entering homelessness than exiting homelessness in the region*. Factors such as the lack of affordable housing supply and wage gaps all contribute to housing insecurity in Santa Clara County.

The top four causes of homelessness based on the PIT count survey results reflect these challenges and are consistent with households seeking prevention assistance. These primary causes reflect the high cost of living that leaves many people priced out of the area:

- 27% of households fall into homelessness due to job or income loss
- 17% of households fall into homelessness due to being impacted by the loss of family members or the dissolution of households
- 13% of households fall into homelessness due to health issues
- 12% of households fall into homelessness due to increases in rent and evictions

While the PIT count is used to quantify homelessness locally and nationally, it represents only a snapshot in time. The PIT count is one data point for understanding homelessness in our community. In 2025, Santa Clara County began a regional collaboration among service providers, local government representatives, and residents with lived experience of homelessness to outline the next five-year Community Plan to End Homelessness. Council will receive the presentation from County staff and provide input under another agenda item.

Regional Partnership Measures Enacted to Address Homelessness

There are several regional efforts and service providers that serve the community and operate collaboratively but independently of the City. These programs do not receive any City funding.

- Emergency housing, shelters, and inclement weather shelters – available but not

funded by the City, these include the following:

- The Gilroy Shelter (formerly called “The Armory”) is a 24/7, year-round, emergency shelter operated by HomeFirst and funded by Santa Clara County. The Shelter provides varying levels of staffing, including a Shelter Manager who oversees operations and a Community Engagement Coordinator who cultivates support and donations from the surrounding community. With a capacity of up to 120 beds, it is pet-friendly, and offers communal spaces, mobile laundry, restrooms, and showers. The shelter provides case management services through South County Community Services.
    - The Gilroy Shelter requires a referral through the County’s call center hotline, “Here4You,” at (408) 385-2400. Interested persons must specify if they prefer placement in a Gilroy shelter. The “Here4You” call center coordinates emergency sheltering, temporary housing, and referrals and linkages to community resources based on client needs. During inclement weather events, the sheltering capacity increases to accommodate emergency sheltering needs at various warming locations throughout the County.

- The Arturo Ochoa Winter Shelter is a seasonal short-term family shelter open from mid-December to mid-March. It can serve 35 unhoused families (approximately 105 beds nightly). The shelter requires each household to have at least one dependent under the age of 18 and to claim residency in Morgan Hill, San Martin, or Gilroy. Referrals are accepted beginning mid-November, and priority is given to referrals from partner agencies. South County Community Services manages the shelter operations, referral process coordination, basic needs services, and case management. South County Community Services contracts with EAH Housing for the day-to-day property management operations and security at the site. Medical care, medical social work, employment workshops, benefits enrollment, and other services are provided by other agencies, community groups, church groups, and volunteers.
    - Persons interested in seeking shelter at the Arturo Ochoa Winter Shelter are invited to call the housing/shelter call center, “Here4You” hotline at (408) 385-2400. See information above.

- Community Solutions provides La Isla Pacifica Women’s Shelter for victims of domestic violence and their children. The shelter helps low-income individuals and families avoid becoming unhoused, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions);

and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

- South County Community Services operates safe parking programs in South County. The Morgan Hill program serves families or single women experiencing homelessness through temporary evening shelter in eight tiny homes. The Gilroy program serves families and individuals experiencing homelessness in four recreational vehicles. The program provides a safe place to sleep while supporting individuals in their efforts to finding permanent housing and other resources that promote a stable life.

- Nonprofit Service Providers

  The City continues to collaborate with local service providers and coordinates through a network of local service providers created to address homelessness in Gilroy. Partnership organizations, such as PitStop Outreach and South County Community Services, provide many services to directly assist those experiencing homelessness, including performing outreach to foster rapport with unhoused residents, connecting unhoused with resources, and conducting assessments of individuals for entry into the Countywide coordinated entry system where individuals are prioritized for different types of housing (shelters, transitional housing, rapid rehousing, and permanent supportive housing), or assistance, based on vulnerability and needs. The service providers also provide basic needs items, such as food, water, clothing, and health and safety supplies, and basic needs services, such as basic hygiene services and solid waste removal.

  Nonprofit organizations also provide a variety of homelessness prevention services to protect individuals and families who are at risk of experiencing homelessness. These services range from rental and utility assistance, financial coaching, food assistance, case management and wrap-around support, transportation resources, assistance to navigate eviction notices, access to legal aid, health care resources, to connections to employment, childcare and other stabilizing resources. Examples of providers serving Gilroy residents include South County Community Services, Community Agency for Resources, Advocacy, and Services (CARAS), Catholic Charities of Santa Clara County, Second Harvest of Silicon Valley, Sunday Friends, and the Salvation Army.

- Other Agency Services

  Gilroy’s community receives services from other agencies that fund or provide other support to address or prevent homelessness.

  - Santa Clara County provides technical assistance, funding, and direct service provision through several departments, including the Office of

Supportive Housing, Behavioral Health Services, and Social Services Agency.

- Santa Clara County Housing Authority provides voucher programs and rental properties that help make housing affordable to low-income families and individuals and keep them from being displaced and becoming unhoused.

City's Homelessness Response and Prevention

The City of Gilroy has taken significant steps to help address homelessness in the community, including direct assistance and program funding, and other City services and programs. Below is a listing of those response measures and prevention efforts taken.

- **Quality-of-Life Officers** – Two Quality-of-Life Officers make site visits and connect unhoused individuals with service providers who conduct assessments, provide services, and link the unhoused to resources and programs offered by the County and nonprofit organizations. A more detailed update on this team's work is provided later in this report.

- **Housing and Community Services Division (HCS)** – The City created this division in 2023 with two dedicated staff: a Housing and Community Services Manager and a Housing and Community Services Coordinator. The division provides unhoused residents with referrals to emergency shelters, referrals to the South County Safe Park program, food, hygiene, and housing resources including deposit and rental assistance when available. The division works with local community and faith-based organizations to coordinate necessary responses to meet the needs of the unhoused and to provide or connect them with grant funding opportunities to help address those needs.

- **Unhoused Service Providers Network (USPN)** – Revamped and renamed in 2023, USPN meetings are hosted monthly by the HCS division to increase collaboration and partnership among service providers and the City, to connect the unhoused with services, and to connect the unhoused service providers. Gilroy continues to explore funding strategies and collaborate with other South County organizations to ensure that limited federal and local resources are directed toward pressing community needs, such as homelessness.

- **Unhoused Resources & Efforts Webpage** – Created in 2023, the Unhoused Resources & Efforts webpage (www.cityofgilroy.org/unhoused) is periodically updated by the HCS division and referred to during community outreach. From the webpage, residents and stakeholders can find Citywide and regional efforts and resources aimed at helping the unhoused population.

- **Cold Weather Shelter** – The City of Gilroy activates the Senior Center as a

warming shelter from November to March (approximately), when the County declares an Inclement Cold Weather Event. The shelter is open for overnight sheltering from 9 PM to 7 AM. Walk-ins are welcome.

- **Affordable Housing Development** – City staff provides the community with affordable housing lists, available on the HCS website, posted at various locations, and circulated at all tabling events. The webpage also lists available affordable housing units as the City is notified of vacancies by local property managers.

  Affordable housing provides a path to long-term housing stability for individuals and families experiencing homelessness. It also helps avoid future occurrences of homelessness caused by extreme housing costs.

  Currently, there are 27 affordable housing developments within the City, including 267 extremely low-income, 573 very low-income, and 1,087 low-income units. The affordable housing pipeline continues to be updated on the HCS website as projects move forward.

- **Housing Element Goals aimed at Preventing Homelessness**

  - Special Housing Needs, Goal 5 – Policy 5.3 states that the City shall support efforts to provide emergency shelter, transitional housing, and permanent supportive housing for unhoused persons and those at risk of homelessness.

  - Program E-3 – In May 2023, the requirements for emergency shelters were modified in compliance with Assembly Bill (AB) 2339, AB 149, and Government Code Section 65583(a)(4). The City amended the zoning code to expand the definition of emergency shelters and to allow emergency shelters by right in the R4 zone and areas designated mixed-use on the 2040 General Plan land use diagram.

  - Program E-13 – In June 2024, the City amended the zoning code to allow supportive housing uses by right in zones where multi-family and mixed-use are permitted and to allow supportive and transitional housing in all residential zones subject only to those restrictions and objective standards that apply to other residential dwellings of the same type in the same zone.

- **Funding to Serve Gilroy Residents** – The City and County provide financial resources through two funding programs to agencies serving the community, including programs to provide support to those experiencing homelessness.

  - **Community Development Block Grant (CDBG):** The City receives approximately $400,000 in CDBG funding annually from HUD to support Gilroy's housing and community development priority needs. One of the

City's priorities is to prevent and reduce homelessness. Organizations that are allocated funding from the City provide services such as fair housing, tenant-landlord counseling, free transit for low-income seniors or disabled adults, and housing assistance for low-income residents with disabilities transitioning from homelessness or temporary housing into permanent housing. Funding is also allocated for an organization to provide low-income Gilroy homeowners with critical health and safety repairs and accessibility improvements to their homes to prevent residents from being displaced and help them safely age in place.

- **Permanent Local Housing Allocation (PLHA):** Gilroy, along with several jurisdictions in Santa Clara County, participates in the Santa Clara County PLHA Consortium. Santa Clara County administers the PLHA funds for the consortium jurisdictions. The City receives State PLHA funding through the City's partnership with Santa Clara County to provide services to the unhoused in Gilroy, where the funding averages $223,500 per year.

  PLHA funds nonprofit organizations to provide the following homeless services from fiscal years 2023 through 2028: Outreach to the unhoused where comprehensive services are provided to meet the basic needs of Gilroy residents experiencing homelessness and to connect them with services that can help them attain permanent housing; and homelessness case management which provides unhoused residents with a team environment where they can learn the basic skills of job readiness and receive job linkages, help with accessing permanent housing, and other support that leads to greater self-sufficiency and improved health.

  PLHA also funds nonprofit organizations to provide the following homelessness prevention services from fiscal years 2023 through 2028: Income and supportive/case management services for seniors and individuals with disabilities who are extremely low-income to obtain and retain housing; meals for homebound seniors; tenant-landlord services; fair housing; housing assistance for persons with disabilities; and rental assistance.

Quality-of-Life Officer Program Update

In late 2021, the City Council authorized the implementation of the Quality-of-Life Officer Pilot Project as a targeted response to rising quality-of-life concerns, with particular emphasis on homelessness-related impacts. The pilot was initially staffed with two officers and designed to employ a collaborative, problem-oriented policing model integrating enforcement, outreach, and service coordination. At the time of implementation, the City continued to operate within the constraints of the COVID-19 pandemic and associated emergency policy responses, including those affecting homelessness response strategies.

Accordingly, the program's initial operational emphasis centered on housing navigation, resource linkage, and service-based interventions, reflecting a legal and policy environment that prioritized shelter and placement options over traditional enforcement measures.

During the pilot phase, the QOL team established working relationships with stakeholders across the City, including residents, the business community, City departments, governmental agencies, and nonprofit service providers. This partnership-based framework strengthened the program's legitimacy and positioned the unit as a trusted coordinating function for complex quality-of-life issues. Importantly, this approach reduced the likelihood of adversarial dynamics that can arise when specialized units are perceived as solely enforcement driven.

A resource-first operating model was necessary, given the legal and policy limitations at the time, including AB 109, Proposition 47, Proposition 57, Santa Clara County's Bend the Arc initiative, and the Martin v. Boise decision. These factors, combined with pandemic-era protocols and Ninth Circuit restrictions associated with Grants Pass, narrowed the City's available enforcement and encampment abatement options.

In March 2024, the City Council approved transitioning the QOL officers from a pilot program to a permanent unit within the Police Department. Shortly thereafter, in June 2024, the United States Supreme Court overturned the prior Ninth Circuit ruling on Grants Pass, significantly changing the legal landscape surrounding encampment enforcement. Even with this shift, the QOL team continued to prioritize alternatives to enforcement by working closely with community partners to identify service-based options whenever possible. At the same time, the updated legal framework, combined with broader shifts in public policy and post-pandemic practices, enabled the team to adopt a more balanced approach, including increased enforcement in cases where individuals repeatedly declined available resources.

From 2021 to the present, the QOL team has remained actively engaged with governmental agencies, infrastructure partners, private property owners, and City departments to address encampments and related quality-of-life concerns. On an almost weekly basis, the team coordinates and conducts cleanup and abatement efforts in partnership with Santa Clara County, Union Pacific Railroad, Caltrans, City staff, and private parties.

Over the last ten months, the QOL unit has completed several multi-department projects in coordination with the City's Community Development Department Code Enforcement team and Public Works Department. These efforts have focused not only on immediate homelessness-related concerns, but also on underlying environmental and property conditions contributing to recurring issues, including vacant structures, deferred maintenance, and property owner noncompliance. This coordinated approach has improved the City's ability to address root causes rather than repeatedly responding to the same locations.

In addition to the policy and legal changes discussed above, the QOL officers have assumed primary responsibility for responding to reports of encampments and occupied vehicles submitted through the SeeClickFix (SCF) platform. Implemented on March 31, 2025, the SCF system provides residents with a direct reporting mechanism for quality-of-life concerns throughout the City. Incorporating this platform into the QOL team's daily workflow has enhanced the team's ability to identify emerging encampments and monitor recurring locations. This improved visibility has strengthened both service delivery and enforcement effectiveness by allowing officers to direct individuals to available resources more efficiently, document repeated contacts, and coordinate timely abatement or enforcement actions when necessary.

At the same time, the volume of SCF reports has created a measurable increase in service demand for the QOL unit. As the platform continues to expand, it correspondingly increases demands associated with interdepartmental coordination, field response, follow-up, documentation, and long-term case management. This trend reflects both the value of the SCF reporting system and its role as one of the City's primary tools for reporting quality-of-life issues.

In total, this sustained level of coordination reflects the team's ongoing commitment to balancing community expectations, legal requirements, and compassionate service-oriented responses.

Services Offered/Enforcement Statistics

Year	Total PD CFS	QOL Officer CFS	Referrals	Warnings	Reports	Arrests	Tows	See Click Fix
2022	62,286	400	60	60	47	19	3	-
2023	67,601	768	198	165	22	12	10	-
2024	65,993	1166	80	99	86	42	15	-
2025	64,349	1115	65	80	129	13	66	339

The statistical tracking for the QOL program captures the workload for two officers assigned to the team full-time. However, due to an injury, one of the officers was on extended leave, and one officer was left to cover the workload for approximately one to two months.

A notable success story from this year involved an unhoused disabled veteran who was struggling to manage his living situation and was residing in unsafe and unsanitary conditions on the streets of Gilroy. The QOL team contacted U.S. Veterans Affairs, confirming the subject's benefit eligibility, while working with Santa Clara County

Behavioral Health to identify an appropriate pathway into VA-supported care. At the same time, the QOL team was able to locate a family member to assist with the placement and help facilitate the treatment plan with both the VA and Behavioral Health. As such, the veteran was moved into permanent housing, eliminating an encampment that posed a health and safety risk to both the subject and the community.

Cleanup Efforts

Year	Valley Water District	Union Pacific	City of Gilroy	Private Property	Total
2022	6	1	2	2	11
2023	7	3	7	4	21
2024	15	6	15	5	41
2025	86	3	21	1	114

The QOL team provides security and coordination for cleanup efforts conducted by private parties and governmental organizations. These operations also create opportunities for outreach, allowing officers to engage unhoused individuals and facilitate connections to appropriate service providers. In addition, these cleanup efforts strengthen coordination among the QOL team, City staff, and partner agencies, helping build intra- and inter-agency relationships and refine workflows to improve response times, operational efficiency, and overall service delivery.

Some of the cleanups were as follows:

The team assisted Santa Clara Valley Water District with approximately 129 homeless encampment abatements over the last ten months. The two largest abatements involved the encampment along Tomkins Court, which had become a semi-permanent site established during the COVID-19 pandemic to support temporary housing efforts, and the West Llagas Branch encampment behind Walmart. In addition, a large encampment located west of Gilroy Sports Park along the Uvas Preserve foot trail was abated earlier this year. While smaller than the other two locations, the photos below are representative of the conditions encountered before and after abatement.



BEFORE



AFTER

The team has been consistently working with several private property owners and governmental organizations to address encampments along Miller Slough, which runs from Church Street at Howson Street east to Chestnut Street and Rogers Lane. This stretch of creek presents logistical challenges because portions are owned by private residential property owners, and several small bridges are located out of view of major thoroughfares. The following photos represent the conditions the team regularly encounters and were taken during one of the cleanups conducted under the Rogers Street bridge.



BEFORE



AFTER

Overall, the QOL unit has strengthened the City's ability to respond to quality-of-life concerns through a balanced approach centered on service coordination, legal compliance, and targeted enforcement. As service demand continues to grow, the unit remains well-positioned to support Council priorities related to public safety, neighborhood livability, and compassionate community response.

ALTERNATIVES

None – this is an informational item.

FISCAL IMPACT/FUNDING SOURCE

None – this is an informational item.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting. Updates on these initiatives have been provided to Council since 2020 and have been featured in social media posts, email newsletters, websites, and other outreach since the initiatives began.

NEXT STEPS

This is an informational item. Staff will continue to maintain and further implement the Council-approved initiatives unless otherwise directed by Council.

Attachments:

None

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Receive Report and Presentation and Provide Input on Draft Santa Clara County Community Plan to End Homelessness and Gilroy Data, Progress, and Partnerships**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Sharon Goei, Community Development Director

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Receive the report and presentation and provide input on the Draft Santa Clara County Community Plan to End Homelessness and Gilroy Data, Progress, and Partnerships.

BACKGROUND

In 2020, the Santa Clara County Continuum of Care (SCC CoC) developed the 2020-2025 Community Plan to End Homelessness. In 2025, the SCC CoC began collaborating with service providers, community-based organizations, representatives of local government, philanthropy, business, and healthcare, as well as residents with lived experience of homelessness, to outline the next five-year roadmap.

ANALYSIS

The Santa Clara County Continuum of Care is engaging with City leaders across the jurisdictions in the County to help shape the next Community Plan to End Homelessness, including developing subregional plans for our community. County staff will present progress from the 2020-2025 Community Plan, demographic data regarding Gilroy households, partnerships in Gilroy, focus areas for developing the next five-year

Community Plan, and next steps. County staff is also conducting five community-wide feedback sessions to obtain input on the draft Community Plan.

ALTERNATIVES

This item is to provide input to the Santa Clara County Continuum of Care on the next Community Plan to End Homelessness.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact associated with this item besides staff time.

PUBLIC OUTREACH

This agenda item is available through the City's website.

NEXT STEPS

The Santa Clara County Continuum of Care will continue to develop and finalize the Community Plan after City Council and community engagement.

Attachments:

1. Presentation on Draft Community Plan to End Homelessness and Gilroy Data, Progress, and Partnerships
2. Draft Community Plan to End Homelessness



Gilroy City Council
May 4, 2026

2020-2025

COMMUNITY PLAN TO END HOMELESSNESS UPDATE

AGENDA



- Progress from the 2020-2025 Community Plan to End Homelessness
- Gilroy Households Data
- Developing the Next 5-Year Community Plan to End Homelessness
- Next Steps

SUPPORTIVE HOUSING SYSTEM MAP IN SANTA CLARA COUNTY



ABOUT THE CONTINUUM OF CARE

- Broad group of stakeholders dedicated to ending and preventing homelessness
- Ensure a community-wide implementation of efforts & programmatic and systemic effectiveness
- County of Santa Clara serves as the lead agency



Collective Impact

Continuum of Care	Destination: Home	County of Santa Clara	Cities
Lived Experience Groups	Housing Authority	Private Sector	Service Providers
Neighborhood Leaders and Community Members	Affordable Housing Developers	Philanthropy	Other Public Agencies

...and many more!

SANTA CLARA COUNTY COMMUNITY PLAN TO END HOMELESSNESS

Progress from the 2020-2025 Community Plan to End Homelessness



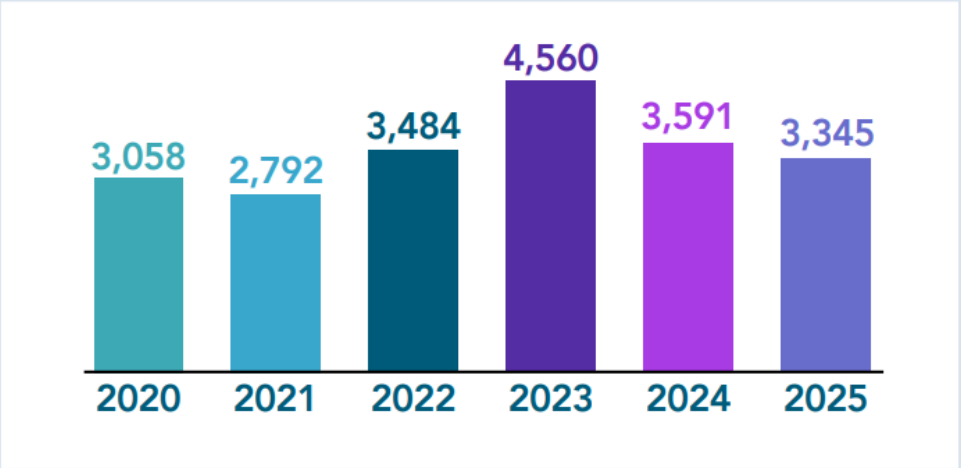
2020-2025 COMMUNITY PLAN PROGRESS

2025 GOAL:
20,000 People Housed

GOAL ACHIEVED!

20,830
People Housed

PEOPLE HOUSED BY YEAR



2020-2025 COMMUNITY PLAN PROGRESS



2025 GOAL:
20,000 People Housed

GOAL ACHIEVED!

KEY SUBPOPULATIONS

47% Chronically Homeless**

26% Families with Children

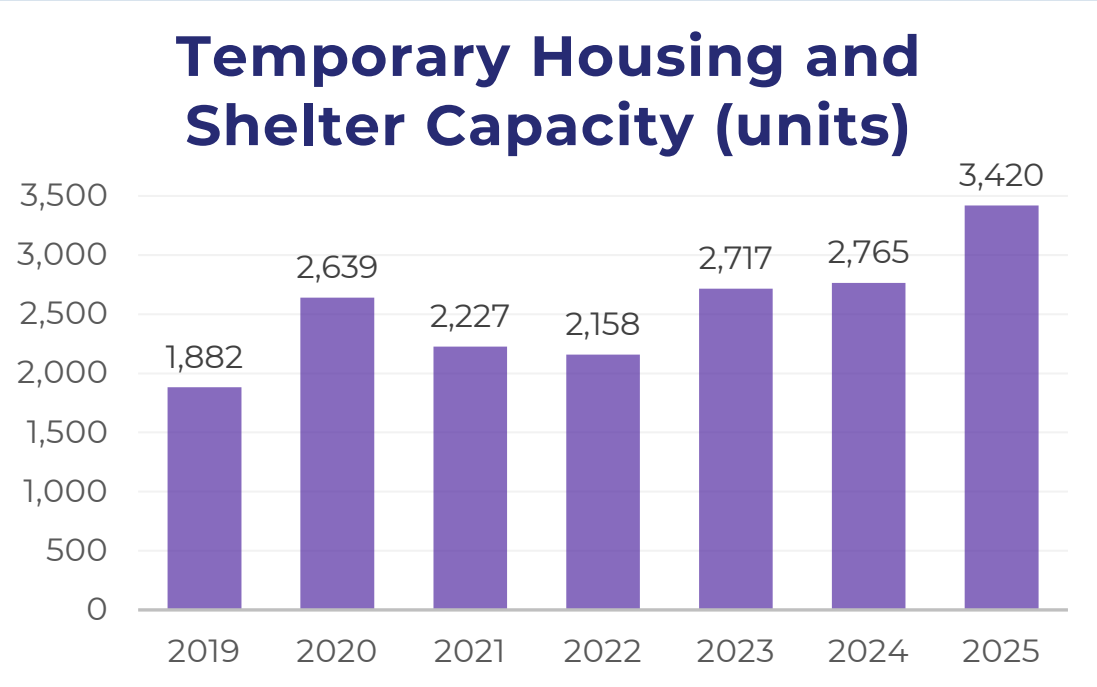
13% Young Adults (18-24)

15% Veterans

9% Seniors (65+)

*Based on number of households housed
**A person who has experienced homelessness for more than a year and has a disabling condition

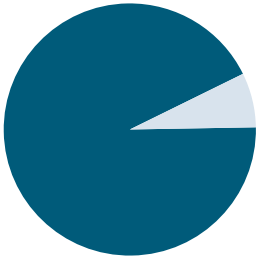
Temporary Housing & Shelter Capacity Increased by 82%



27,037 people placed in temporary housing or shelter between 2020 and 2025

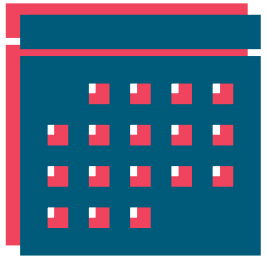
38,060 People Received Homelessness Prevention Assistance

93% of families remained stably housed while receiving services.



ONE YEAR LATER

Only 5% of households became homeless.



Homelessness Prevention Capacity

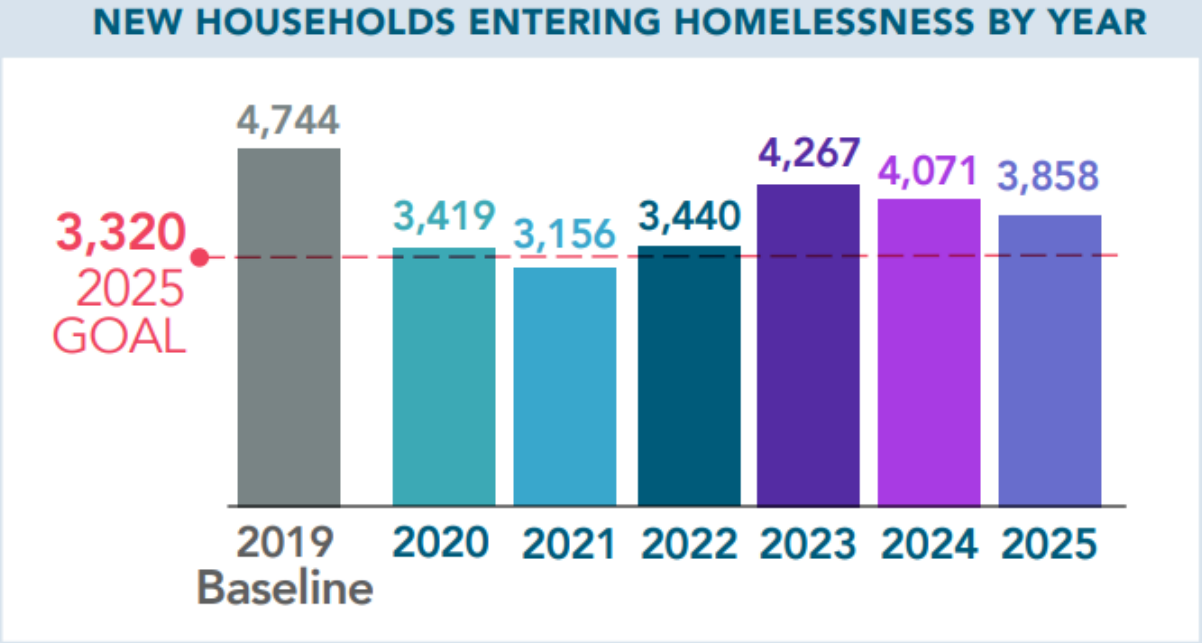
2,693 households

75% since Jan. 1, 2020

2025 GOAL: 2,500 households

GOAL ACHIEVED!

19% Decrease in New Households Becoming Homeless since 2019





IN 2025

For every 1 household housed another 1.9 become homeless

IN 2019

For every 1 household housed another 2.5 become homeless

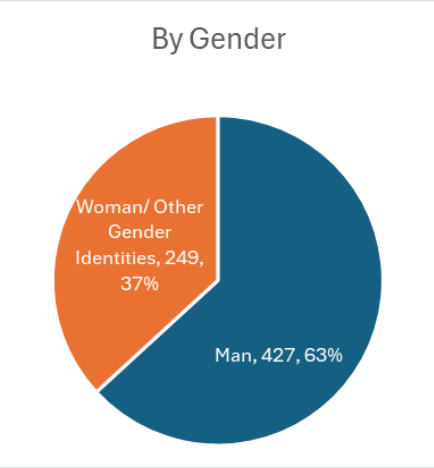
2020-2025 Community Plan Progress

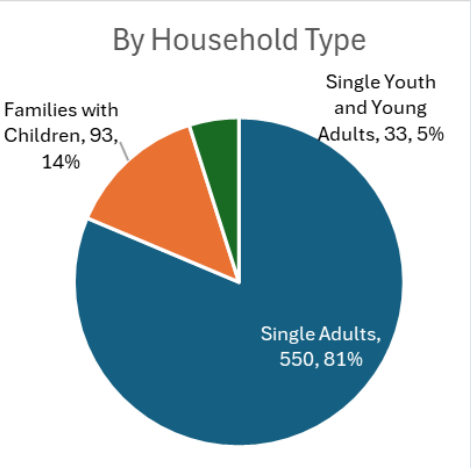
Gilroy Households

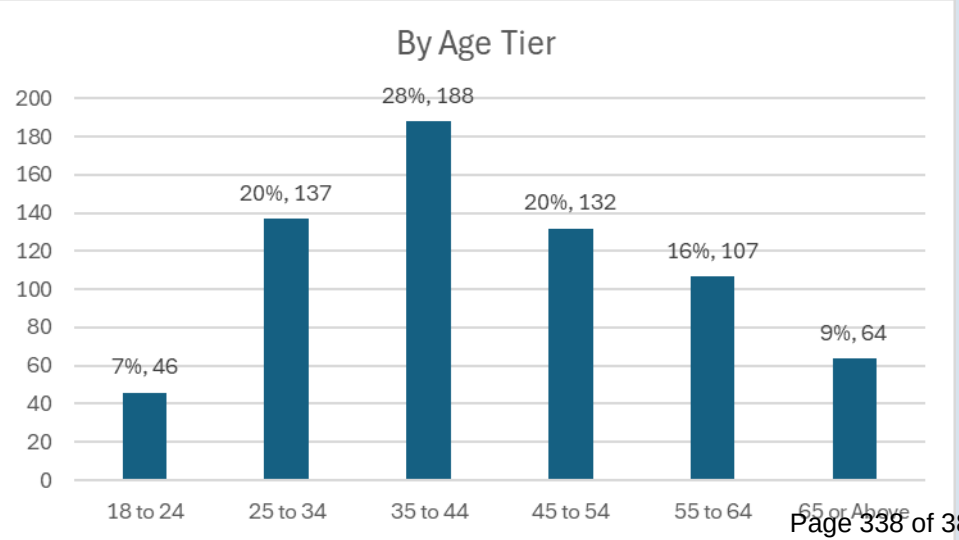


Demographics – Gilroy Households

- The January 2025 Point-in-Time Count reported that 959 people (844 households) were experiencing homelessness in the City of Gilroy (a decrease of 8% from 1,048 in 2023)
- 676 households affiliated with Gilroy completed a housing assessment (VI-SPDAT) in 2025. Demographic data shown is based on information on heads of households from these assessments
- Gilroy-affiliated households have a similar age, gender, and household type distribution compared to the county as a whole

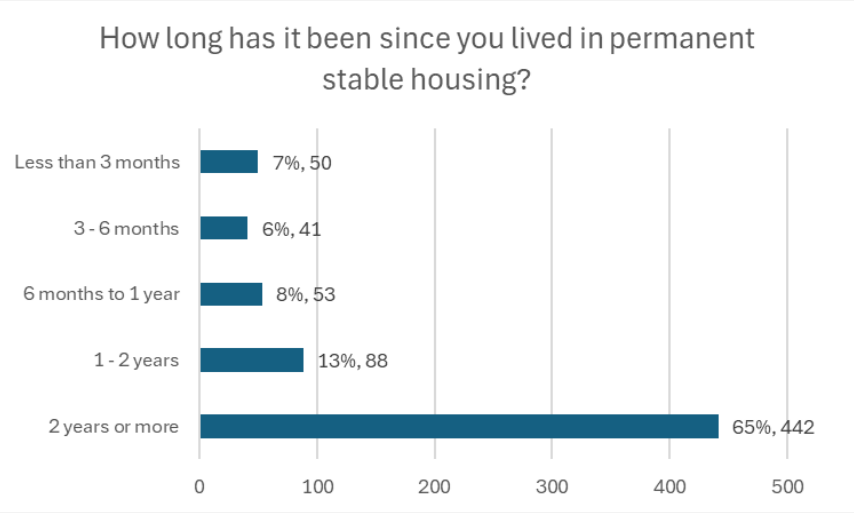


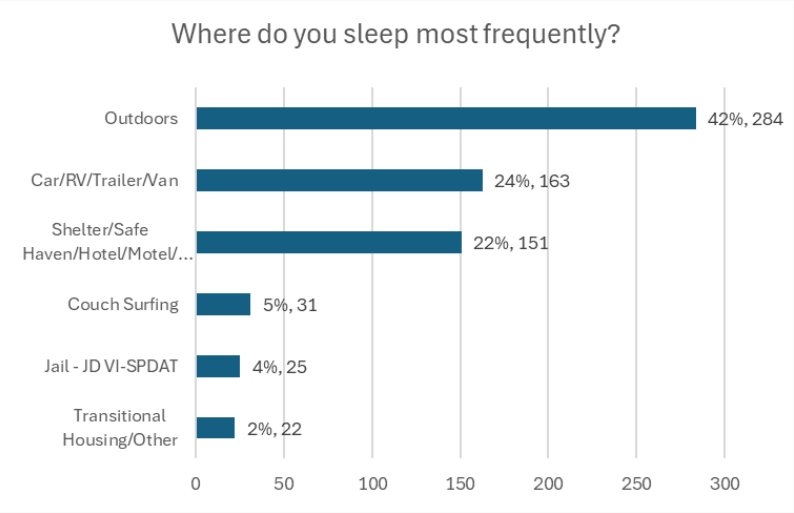




Demographics (continued)

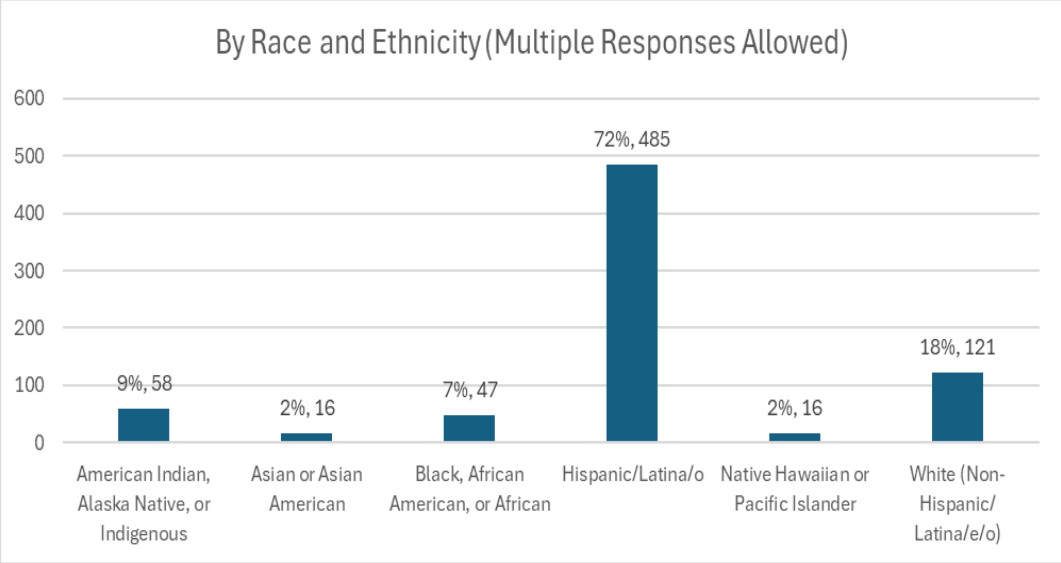
- The majority (65%) of Gilroy-affiliated households report experiencing homelessness for two or more years
- Gilroy-affiliated households most commonly report sleeping outdoors (42%) followed by in a vehicle (24%) and in a shelter/safe haven/hotel/motel/treatment facility (22%)
- This data also aligns with countywide trends

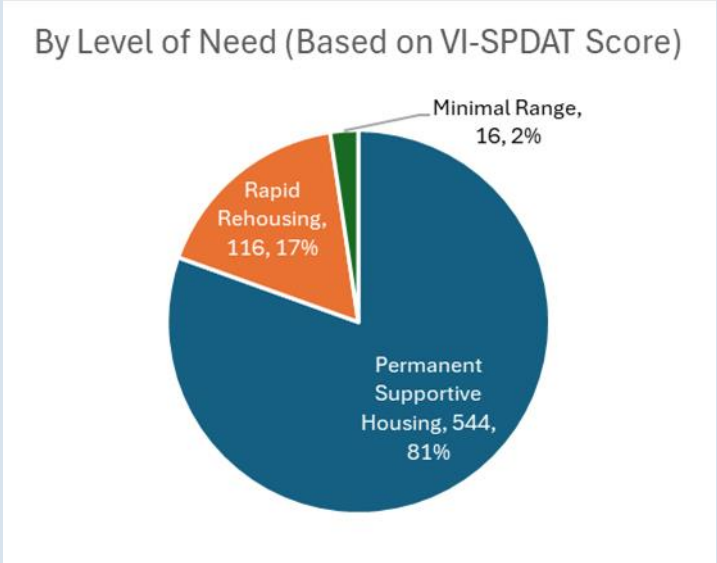




Demographics (continued)

- Gilroy-affiliated households are more likely to report higher levels of need for permanent supportive housing (81% compared to 61% for the county as a whole)
- Gilroy affiliated households are more likely to report identifying as Hispanic/Latina/e/o (72% compared to 53% for the county as a whole)





2020-2025 Community Plan Progress:

Gilroy Households

In 2025, for every 1 household housed, another 1.1 became homeless.

1,999 People Housed

Across 1,184 households, ~10% of total

3,072 People Placed in Temporary Housing and Shelter

Across 1,983 households, ~11% of total

2,687 People Received Homelessness Prevention Assistance

Across 1,142 households, ~7% of total

HOW ARE PEOPLE FROM GILROY BENEFITING FROM SERVICES?

Gilroy-Affiliated means:

- Address in Gilroy
- Lived in Gilroy prior to becoming homeless
- Works in Gilroy
- Kids go to school in Gilroy
- Spend most of time in Gilroy

Table 1: Gilroy-Affiliated Households Receiving Supportive Housing System Services in 2025

Program-Type	Total Households Served	Gilroy-Affiliated Households
Permanent Supportive Housing	4,556	434
Rapid Rehousing	1,679	100
Emergency Shelter	5,102	570
Transitional Housing	529	46
Street Outreach	5,194	811
Safe Parking	550	26
Homelessness Prevention	3,121	183
Housing Problem Solving	4,530	289
Services Only	8,944	1,080

Estimated Housing Investments For Gilroy Households in 2025

Program Type	Estimated Annual Cost Per Household	Households Affiliated with Gilroy in 2025	Estimated Annual Funding for Households Affiliated with Gilroy
Permanent Supportive Housing	$37,380	434	$16,222,920
Rapid Rehousing	$29,250	100	$2,925,000
Homelessness Prevention	$15,500	183	$2,836,500
		Total	**$21,984,420**

*Note: Gilroy-affiliated households also receive funding to support their housing stability through the Housing Problem Solving program.

Additional Partnerships in Gilroy



Affordable Housing Development

Total: $7,500,000

Monterey Gateway Senior Apartments - $7.5 million in Measure A Affordable Housing Bond funds

The City, County, and Housing Authority are exploring the possibility of developing affordable housing on the County-owned site at **8th and Alexander**



Supportive Housing Services

FY 25-26: ~$600,000

The County funds supportive services for residents at **Monterey Gateway Senior Apartments.**

The County also funds supportive services at **Gilroy Sobrato Studios** and **Sobrato Family Apartments** in Gilroy as part of the scattered site PSH program.



Temporary Housing & Shelter

FY 25-26: $4,098,756

The County funds temporary housing for individuals at the **Gilroy Armory Shelter** and a seasonal shelter program for families at the **Ochoa Cold Weather Shelter**.

Additional Partnerships in Gilroy (continued)

South County COMMUNITY SERVICES

Outreach

FY 25-26: $584,000

The County funds outreach services in partnership with **South County Community Services**.



Coordination

City staff **attend monthly CDBG/Housing Coordinators** meetings hosted by OSH

City staff are **providing input to CoC/OSH staff on the Community Plan and Sub-Regional Plans** as part of the South County Sub-Regional Group

SANTA CLARA COUNTY COMMUNITY PLAN
TO END HOMELESSNESS

Developing the Next 5-Year Community Plan to End Homelessness



2025-2030 Community Plan Timeline

Spring 2025

- Onboarding of Steering Committee
- Qualitative & Quantitative Analysis

Summer 2025

- Qualitative Data Collection
- Steering Committee drafts Sub-Strategies & Tasks
- Engagement with Cities

Fall 2025

- Continued engagement with Cities
- Convene lived experience work group

Winter 2025–2026

- Engagement with Cities on Draft Plan
- Steering Committee finalizes Draft Plan

Spring 2026

- Community Input on Draft Plan
- Begin Drafting Sub-Regional Plans
- Finalize Plan based on Community Input

Summer - Fall 2026

- CoC Board adopts Plan
- Endorsement from Jurisdictions
- Year 1 Implementation Begins

Key Focus Areas

1. **Prevent People From Becoming Homeless**
   Focus: Prevention

2. **Continue to House People and Support Them in Retaining their Housing**
   Focus: Housing through programs (shelter to permanent)

3. **Strengthen Access to Care and Services for People Experiencing Unsheltered Homelessness.**
   Focus: Unsheltered individuals

4. **Center and Invest in People with Lived Experience to Lead and Transform the Homeless System**
   Focus: Lived experience lead throughout the system



Next Steps

Mar. – May 2026	**Community Input**	**Review of full draft plan**	**Coordinate feedback from City leaders, lived experience & constituents**	
Mar. – May 2026	**Finalize Plan & Develop Sub-Regional City Plans**	**Finalize plan based on Community Input**	**Develop action steps and metrics based on regional needs**	**Ensure alignment with existing City Plans & Strategies**
June – Dec. 2026	**Plan Adoption & Endorsement by County and Cities**	**CoC Board Adoption**	**Execute process to obtain BOS and City Council endorsement**	**Plan for implementation**

Sub-Regional Plans

4 Sub-Regional Groups: North County, West Valley, South County, San José

- **Description of regional characteristics, priorities, and special populations**
- **Summary of existing efforts and investments in homelessness**
- **Framework of shared goals, strategies, and priorities that align with the Plan**
- **Compilation of links to cities' own homelessness plans (where applicable)**



Additional Input Opportunities

Draft Plan posted on the Office of Supportive Housing's website here.

Four Community Convenings in North County, West Valley, South County, and San José

South County Convening:

- **Date**: Tuesday, April 28th, 6-8 pm
- **Location**: CARAS Youth Hub, 311 First Street, Gilroy, CA, 95020

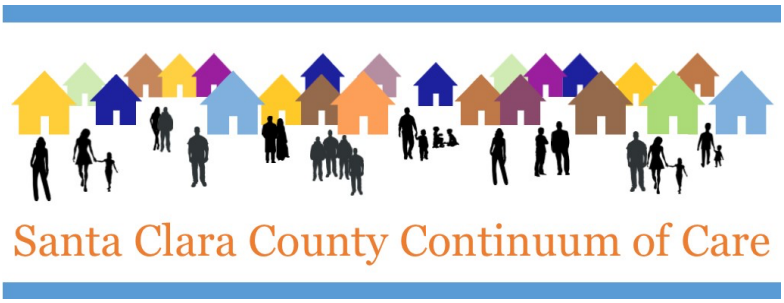
Virtual Meeting:

- **Date**: Thursday, May 21st, 1-2:30 pm
- **Location**: Virtual on Zoom. Registration Link here.

Questions for Council to Consider:

1. Are the Focus Areas included in the draft Plan reflective of the needs and goals of your community?
2. What would the Council like to see included as part of their sub-regional plan?
3. How can we work with the Council to help share this information with the community?





Santa Clara County: Community Plan to End Homelessness

Focus Area 1

Prevent people from becoming homeless.

Strategy A – Expand programs and investments to prevent people from becoming homeless.

Sub-Strategies

A1: Increase public and private funding for homelessness prevention programs.

A2: Strengthen and sustain a high-impact homelessness prevention system.

A3: Align policy and affordable housing investment to improve housing stability for households at-risk of homelessness.

Strategy B – Ensure services are effective to prevent people from becoming homeless.

Sub-Strategies

B1. Prevent evictions through early identification, tenant protections, and system coordination.

B2: Enforce fair housing protections and increase access to legal services to combat housing discrimination.

B3: Leverage health care resources to prevent homelessness.

Strategy C – Enhance coordination across systems to prevent people from becoming homeless.

Sub-Strategies

C1: Prevent homelessness at discharge or system exit through coordination with health care or behavioral health institutions, foster care, or criminal legal systems.

DRAFT

C2: Establish partnerships to increase income and employment for those at-risk of homelessness.

C3: Strengthen partnerships with safety net services for a community-driven approach to preventing homelessness.

Focus Area 2

Continue to house people and support them in retaining their housing.

Strategy A – Increase and maintain a range of housing options that meets the need.

Sub-Strategies

A1: Increase public and private funding to build more permanent housing and implement system improvements.

A2: Increase public and private funding to expand temporary housing capacity and implement system improvements.

A3: Prioritize development of housing for extremely low-income individuals and families making 30% of Area Median Income or less and set joint targets.

A4: Build up programs and services to reach geographically underserved areas of the county.

A5 Strengthen and diversify permanent housing capacity and options to meet varied needs and acuity levels.

A6: Strengthen and diversify temporary housing capacity and options, including Emergency Interim Housing (EIH), to meet varied needs and acuity levels.

A7: Co-design innovative and inclusive housing and service models with people with lived experience that expand access to diverse, permanent housing solutions.

Strategy B – Increase consistency, diversity, and quality of housing and services for people accessing the housing system.

Sub-Strategies

B1: Standardize high-quality service delivery and individualized care across the housing system.

B2: All housing programs are safe, healthy, and accessible to everyone.

B3: Improve tenancy support for participants in permanent housing programs.

B4: Invest in equitable workforce development programs for people with lived experience within the homeless system.

B5: Promote skill-building and career advancement opportunities for people with lived experience within the homeless system.

B6: Support the development and implementation of programs led by people with lived experience that provide peer support, housing navigation, and mentorship.

Strategy C – **Improve system coordination throughout the housing system.**

Sub-Strategies

C1: Reduce returns to homelessness and program exits.

C2: Increase coordination between property management and service providers to ensure housing stability.

C3: Reduce housing search time and expand landlord capacity for scattered site housing programs.

Focus Area 3

Strengthen access to care and services for people experiencing unsheltered homelessness.

Strategy A – **Build capacity and expand access to trusted, culturally responsive, and coordinated services and resources throughout Santa Clara County.**

Sub-Strategies

A1: Identify sustainable funding for increased access to care and services for people experiencing unsheltered homelessness.

A2: Prioritize peer-led and community-driven outreach and communications models to effectively serve underserved regions and populations who are historically underserved or overrepresented in the homeless system.

A3: Improve system-wide access to real-time, understandable, and comprehensive resource information and availability.

Strategy B – **Increase consistency, variety, and quality of outreach, basic, and essential needs services.**

Sub-Strategies

B1: Expand service delivery offerings for basic and essential needs and to support stability.

B2: Ensure that service providers are equipped with the skills, capacity, and ability to effectively serve those in unsheltered situations.

B3: Create a consistent, person-centered approach to address vehicular homelessness.

B4: Connect impacted populations to culturally responsive services.

Strategy C – Invest in approaches that improve outcomes and reduce harm for people living unsheltered and the community at-large.

Sub-Strategies

C1: Strengthen coordination between behavioral health, homeless service providers, and public safety partners to divert non-violent homeless-related calls away from law enforcement.

C2: Expand re-entry and behavioral health services as alternatives to arrest or emergency room admission.

C3: Decrease the number of people residing in encampments and reduce criminalization of homelessness for those who are unsheltered

Focus Area 4

Center and invest in people with lived experience to lead and transform the homeless system.

Strategy A – Expand the representation of people with lived experience in leadership roles and decision-making bodies.

Sub-Strategies

A1: Build capacity of local jurisdictions and organizations to increase lived experience in leadership roles and decision-making bodies

A2: Create accessible and flexible leadership opportunities that consider varying interests, availability, and backgrounds

A3: Reduce structural barriers to participation.

Strategy B – Build leadership capacity and advancement pathways for people with lived experience.

Sub-Strategies

B1: Provide opportunities such as mentorship and education for people with lived experience to establish pathways for leadership advancement.

B2: Support transitions from advisory roles to formal decision making and leadership positions.

B3: Advance equity in hiring, advancement, and retention of people with lived experience.

Strategy C – Equip homeless system partners to effectively partner with people with lived experience.

Sub-Strategies

C1: Establish standards and best practices to support authentic lived experience engagement

C2: Formalize processes to regularly evaluate the quality and depth of lived experience engagement and use findings to drive improvement.

C3: Develop clear accountability measures to transparently demonstrate how lived experience input informs decisions and system change.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Tobacco Retailer Permit Potential Density and Flavored Tobacco Restrictions**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Bryce Atkins, Deputy Director of Community Development

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council provide direction regarding potential tobacco retailer permit regulations and management.

EXECUTIVE SUMMARY

Pursuant to the Council Legislative Agenda item and Department workplans, and in light of a grant awarded and Council direction to conduct analysis regarding density restrictions, staff has developed this report regarding density-based regulation trends, gaps in the State flavored tobacco ban, and centralization of tobacco retail permit (TRP) administration for Council consideration of any changes it desires to the TRP program. Any changes will trigger an ordinance adoption process to amend the City Code to effectuate any direction received.

BACKGROUND

Council established a Legislative Agenda Item entitled "*Consideration of Revising the Tobacco Ordinance and a Moratorium on New Tobacco Retailers During Revision Process*". Staff requested Council direction on this item during the August 4, 2025, regular City Council Meeting. Council directed staff to pursue two potential regulatory

measures identified in the City's grant from the County of Santa Clara Public Health Department (CSSPHD). At the time, the Council did not authorize pursuing the moratorium. The two regulatory measures being considered include:

- Reducing the density of tobacco retailers; and
- Flavored tobacco restrictions/bans.

Staff commenced this work, consistent with Council direction, with controls on the amount of staff time to be committed. Staff worked with CSSPHD and its research consultant and conducted some in-house research.

During this process, concerns about smoke shops and enforcement were raised, and a moratorium on issuing tobacco retailer permits was implemented in parallel. This report focuses on the two previously approved regulatory measures and a potential update to centralize Tobacco Retailer Permit (TRP) enforcement, with the intent of seeking Council direction before investing more staff time and resources into any City Code changes related to these matters.

ANALYSIS

Reducing Density of Tobacco Retailers

One potential strategy to help reduce tobacco use, including youth access, is to limit the concentration, location, or number of tobacco retailers. The City of Gilroy has already enacted part of this overall strategy in its conditions for issuing a TRP. A tobacco retailer may not operate within 1,000 feet of a school. There are some locations that were grandfathered in, existing within the distance at the time the initial requirement was adopted.

If approved by Council, this initiative would add a control on the density of TRPs issued. In reviewing data on density controls, 40% of cities in Santa Clara County (6 of 15) and 42% of cities in the nine-county Bay Area region (42 of 101) impose density restrictions on tobacco retailers, independent of restrictions related to school or youth locations.

Distance-Based Buffer Zone

The primary approach, accounting for all density-controlling cities in Santa Clara County and 83% of Bay Area cities (35 of 42), is to place a distance-based buffer around approved tobacco retailers. If a new tobacco retailer applies to operate in a portion of the city within an existing permitted tobacco retailer's buffer zone, the application would be denied.

Overall, the most common buffer-zone distance is 500 feet (69% of the 42 cities, or 29 cities). Other distances used by cities include 1,000 feet (12% of cities) and 600 feet (2% of cities). Two cities in the Bay Area used distance-based buffer zones in combination with caps on the total number of licenses issued (25 licenses maximum in Oakley and 45 per supervisorial district in San Francisco).

Population-Based or Maximum Tobacco Retailer Cap

Nine Bay Area cities (21% of the 42 cities) have instituted a defined cap on the number of tobacco retailer permits. Of these, four are based on population and increase automatically with population growth; three have established a flat maximum number of tobacco retailer permits; one uses the lesser of a population ratio or a maximum cap; and one allows tobacco retailers only at limited, specific addresses.

The ratios and cap numbers vary, so below is a table showing the city and the basis for the density control:

City	Limit Type	Population Ratio or Cap Number
Calistoga	Population	1 per 1,000
Santa Rosa	Population	1 per 2,500
Sebastopol	Population	1 per 2,000
Windsor	Population	1 per 2,000
Brentwood	Max Cap	41 vendors
Oakley	Max Cap[1]	25 licenses total
San Francisco	Max Cap[1]	45 vendors per supervisorial district
Lafayette	Cap or Population	Lesser of 11 or 1 per 2,500
Sonoma	Site-Specific	Only pre-approved addresses (15 total)

Existing Tobacco Retailers

As of April 23, 2026, the City's Finance Department has reported 45 tobacco retailers, down from the previously identified 53. All 45 have active State tobacco retail licenses, and all but two have a City TRP. The City's GIS Analyst mapped the locations of the 43, along with other retailers not included in the 45 but previously in operation (mostly closed smoke shops), and added a 500-foot buffer zone, represented graphically by a 250-foot radius buffer around each retail location, as well as a 1,000-foot buffer around schools. The distance between vendors would be less than 500 feet wherever green circles overlap. The resulting map is attached. There are existing TRPs that would be within other TRPs' buffer zones. Additionally, if a population-based or total-cap maximum were set, depending on the population or the desired number of permits to be issued, there could be a conflict in which the city has more TRPs than the cap allows.

Under the current City Code, Section 13.68, a tobacco retailer that was operating lawfully within the 1,000 feet restriction near schools on the effective date of the ordinance was allowed to continue operations, and the purchase of such a business through an arm's length transaction would allow the new business owner to apply for and receive a TRP, even if such location or number of existing licenses would otherwise make them ineligible.

[1] City also has a 500-foot distance requirement between tobacco retailers.

Council could elect to have the same provisions apply to the density restrictions. Alternatively, the Council could designate the existing permittees as “legacy” TRPs, allow the licensed and lawfully operating tobacco retailers to remain in operation until their permits are not renewed or fail to renew in a timely manner, and not issue a permit to a new owner if the business is sold. This approach may also be applied to the school distance restriction.

Variations Among Tobacco Retailers
Another consideration of the impact on existing retailers is the types of businesses that are tobacco retailers. The manner of operations for a grocery store, a convenience store, and a smoke shop are very different, and concerns about proliferation could vary among them. With a universal density restriction, grocery stores would be impacted the same as a smoke shop regarding licensure. Another option, which can be implemented alongside a legacy system or as a standalone protocol, is to regulate tobacco sales according to certain types of retail establishments. For example:

1. Grocery Stores: Since tobacco sales are a small part of their business, grocery store TRPs could be exempted from density regulations. This exemption would help ensure that grocery stores could locate in town, despite the high concentration of other TRPs in the town's commercial areas. A definition of grocery stores should be established to minimize loopholes that might allow a convenience store to qualify as one.
2. Smoke Shops: Due to the moratorium, possible increased regulations, and possible prohibition of smoke shops, Council could elect to severely limit or prohibit the issuance of TRPs to smoke shops, as eventually defined in City Code. A new zoning ordinance amendment, as part of the moratorium and zoning amendment initiative, will establish a definition of smoke shops.

All other tobacco retailers, which predominantly feature gas stations and other convenience stores that sell tobacco products as an ancillary component of their overall sales, would be subject to the general density regulations, serving as the control point for the proliferation and concentration of tobacco retailers.

Flavored Tobacco Restrictions/Bans
Staff researched the nature of the State of California’s ban on flavored tobacco. The State’s provisions in Health and Safety Code Section 104559.5 are very expansive and address all flavor possibilities. On its surface, the State law meets the intent originally sought in the application for considering a local ban on flavored tobacco.

However, there are a few exceptions in the State’s code language that the Council may wish to eliminate. The State’s code language makes the following exceptions to the flavored tobacco ban (i.e., the State code allows the following):

1. The sale of flavored shisha tobacco products by a hookah tobacco retailer if all of the following conditions are met:
    a. The hookah tobacco retailer has a valid license to sell tobacco products issued by the State
    b. The hookah tobacco retailer does not permit any person under 21 years of age to be present or enter the premises at any time.
    c. The hookah tobacco retailer shall operate in accordance with all relevant state and local laws relating to the sale of tobacco products.
    d. If consumption of tobacco products is allowed on the premises of the hookah tobacco retailer, the hookah tobacco retailer shall operate in accordance with all state and local laws relating to the consumption of tobacco products on the premises of a tobacco retailer.
2. Sales of premium cigars sold in cigar lounges where products are purchased and consumed only on the premises
3. Sales of looseleaf tobacco or premium cigars

The Council may, if it so chooses, adopt a stricter restriction that eliminates some or all of the exceptions listed above.

Enforcement Centralization

TRPs for the City of Gilroy are established in Chapter 13 of the City Code, under Article 8 "*Tobacco Retailer Permit*". Currently, enforcement of this article is decentralized and requires coordination among at least three departments (Police, Finance, and Community Development) and, in some cases, the City Attorney's Office. In considering the challenges and issues with enforcement recently experienced, staff is recommending that the TRP function be centralized entirely within the Police Department.

Staff is recommending that the Police Department have primary management and enforcement roles in TRPs. The Police Department may call in support from other departments as needed, but the centralization is intended to allow a single system for issuing, monitoring, and enforcing TRPs, rather than various systems in use across departments.

Under the current City Code, Section 13.69 identifies that applications for TRPs are to be received by the Finance Department. Staff is proposing to change this language to indicate they are to be received by the Police Department. All other references in the article refer to the City managing and enforcing the code, and it is recommended to retain these references to the City overall rather than to a specific department. Administrative procedures will require the Police Department to manage the program, allowing adaptability if unforeseen conditions arise that require a quick change in management protocols.

Staff Recommendations:

- Density Controls
    - If Council desires a density control, establish a 500-foot distance restriction for new tobacco retailer permits. Staff is required to check the distance to schools for new applications, so adding this requirement would only generate minor additional workload to analyze for future applications.
    - Direct staff to create a definition for grocery stores and exempt them from the density restrictions
    - Direct staff to prohibit the issuance of TRPs to smoke shops, as defined in the upcoming zoning amendment.
    - Establish a legacy system for existing permittees in good standing, but failure to timely renew their TRP, failure to comply with TRP requirements, or selling the business would rescind its legacy designation, and the density distance and school distance restrictions would apply, prohibiting further tobacco sales at that location.
- Flavored Tobacco
    - Council direction if it wishes to adopt a more restrictive local ban on flavored tobacco that removes some or all of the exceptions contained in State law.
- Enforcement Centralization
    - Authorize the TRP program to be managed and enforced by the Police Department, and include amending Section 13.69 of the Gilroy City Code to have applications be received by the Police Department.

ALTERNATIVES

Council alternatively may direct staff not to pursue any additional regulatory measures regarding Tobacco Retail Permits. This would retain the status quo process and operation of the permitting program. This would not impact the moratorium or zoning amendment for smoke shops currently underway.

For the density regulations, Council may alternatively direct staff to:

- Utilize a different distance
- Utilize a population or fixed cap to the number of permits issued
- Authorize only certain areas or zones for tobacco permits to be permitted
- Not differentiate grocery stores separately from other tobacco retailers
- Only limit the number of smoke shops as opposed to banning them
- Allow the legacy TRPs to continue for the arm’s-length sale of businesses
- Not amend the school distance restriction section, allowing arm’s-length sales to allow the continued retail of tobacco products within 1,000 feet of schools

For flavored tobacco, Council may direct staff to let the State’s regulations control flavored tobacco, or direct staff to add provisions to ban one or more of the products the State has excepted from its ban.

Regarding the enforcement provisions, the Council may choose not to approve the change to the department responsible for receiving and processing TRP applications.

Council may also provide other direction as it determines may be appropriate that may not have been considered in this report. Any such direction would apply to the permitting side and would not affect the current moratorium or the efforts to regulate smoke shop locations in the city.

FISCAL IMPACT/FUNDING SOURCE

A minimal cost in legal advertising for a future ordinance would be required should the Council determine to proceed. The cost can be absorbed in the current budget, and no additional appropriations are needed.

PUBLIC OUTREACH

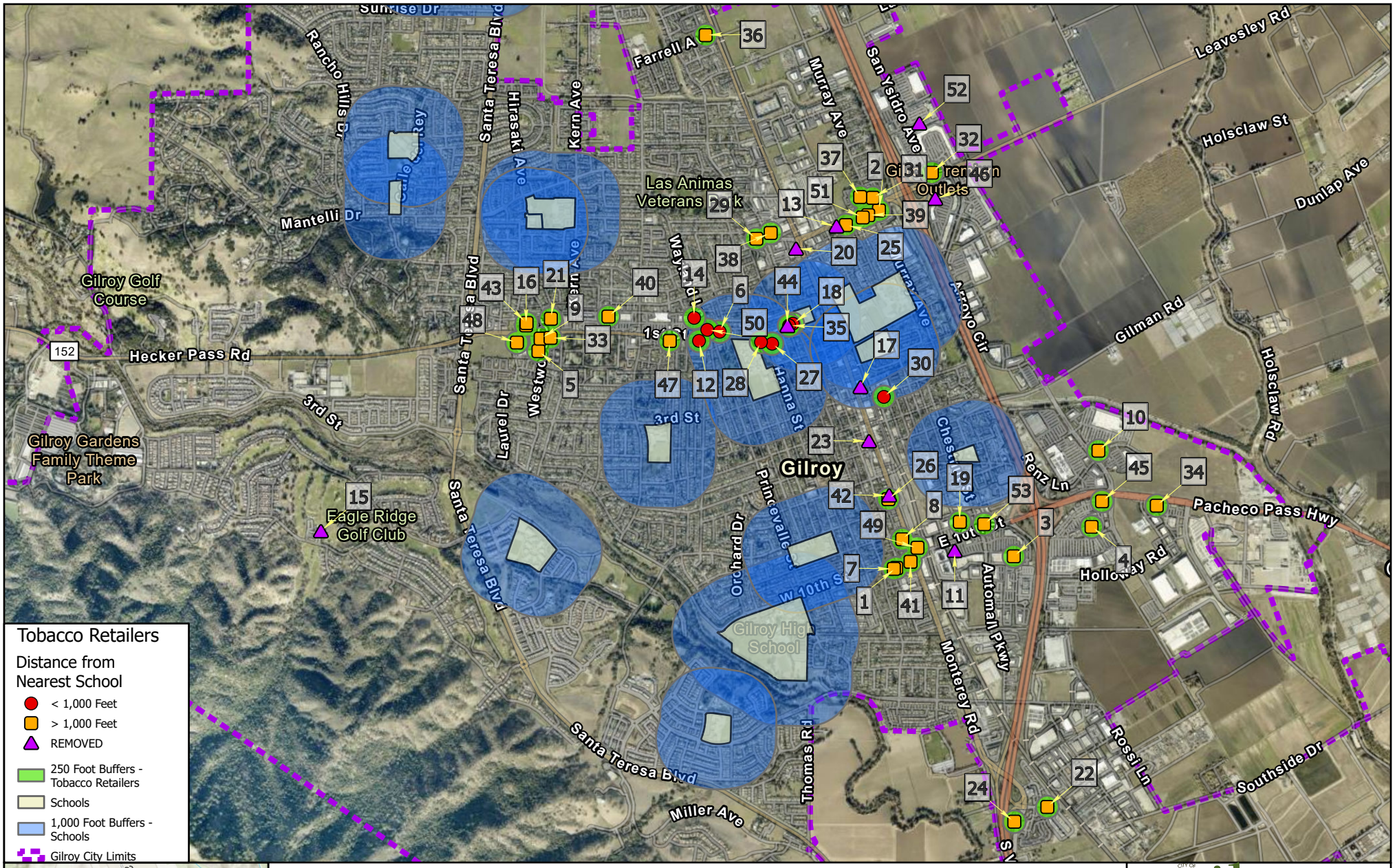
This subject was originally discussed during the strategic planning study sessions in 2025 and again at the August 4, 2025, City Council meeting. This item was included on the publicly posted agenda for this meeting. Any potential changes to the City Code will have a public hearing advertised, should the Council direct staff to proceed.

NEXT STEPS

Staff will pursue implementation of any direction the Council provides. Efforts to modify the TRP may be combined with the smoke shop regulations in a single ordinance, depending on the complexity and timing of the two initiatives.

Attachments:

1. Gilroy Tobacco Retailers – Map of 500-Foot Buffer Zone (Represented Graphically by a 250-Foot Radius Buffer) and 1,000-Foot Buffer Around Schools
2. Tobacco Retailer Permit Status List as of 4/28/2026



Tobacco Retailer Permit Locations and Buffer Zones

A buffer map of tobacco retailer permit locations with a 250-foot buffer around each site, along with school properties buffered at 1,000 feet. The map displays areas where these buffers overlap, indicating potential conflicts if new permits were approved. Locations of former retailers are also included for historical reference.

By Justin Murtiff
GIS Analyst
City of Gilroy

Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet

OVERVIEW MAP



N

Scale: 1:35,000

0 0.25 0.5 Mi

0 2,000 4,000 US Feet

1 inch equals 0.55 miles

REV Date: 4/27/2026

#	City - Business Name	Address	Distance from School	Valid State License	City - Business License Start Date	City - Business License Exp Date	Valid City Business License	City - Tobacco Retailer Permit Exp Date	Valid Tobacco Retailer Permit
1	7-ELEVEN #14301F	691 1ST ST	568.6	YES	1993-01-07	12/31/2026	YES	12/31/2026	YES
2	7-ELEVEN 16799C	162 W 10TH ST	> 1,000	YES	2023-12-06	12/31/2026	YES	12/31/2026	YES
3	7-ELEVEN STORE 2233-16422D	370 LEAVESLEY RD	> 1,000	YES	2002-03-13	12/31/2026	YES	12/31/2026	YES
4	AMAR CORP/MONTEREY CHEVRON	7000 MONTEREY ST	> 1,000	YES	2018-02-16	12/31/2026	YES	12/31/2026	YES
5	ARCO AM/ PM GILROY	400 LEAVESLEY RD	> 1,000	YES	2015-03-31	12/31/2026	YES	12/31/2026	YES
6	ARTEAGA'S FOOD CENTER	6906 AUTOMALL PW	> 1,000	YES	2001-09-26	12/31/2026	YES	12/31/2026	YES
7	BEVERAGES & MORE	6855 CAMINO ARROYO	> 1,000	YES	2004-05-04	12/31/2026	YES	12/31/2026	YES
8	BOTTLES & MORE	7901 WESTWOOD DR STE G	> 1,000	YES	2022-01-24	12/31/2026	YES	12/31/2026	YES
9	BOZZO'S UNION 76	601 1ST ST	303.1	YES	1981-03-06	12/31/2026	YES	12/31/2026	YES
10	CHARLIES LIQUORS, INC	166 W 10 ST	> 1,000	YES	2010-06-16	12/31/2026	YES	12/31/2026	YES
11	CHEERS LIQUOR	7051 MONTEREY ST	> 1,000	YES	2009-05-15	12/31/2026	YES	12/31/2026	YES
12	CHEVRON GAS	7999 WESTWOOD DR	> 1,000	YES	2015-07-01	12/31/2026	YES	12/31/2026	YES
13	CHEVRON STATION 305237-2217	7110 CAMINO ARROYO	> 1,000	YES	2009-08-28	12/31/2026	YES	12/31/2026	YES
14	CIGARETTES FOR LESS GILROY VILLAGE TRADING LLC	220 E 10TH ST #O	> 1,000	YES	2023-01-19	12/31/2026	YES	NO PERMIT	NO
15	CIRCLE K #9272	7010 CHESTNUT	> 1,000	YES	2026-02-17	12/31/2026	YES	12/31/2026	YES
16	CITY GILROY GAS STATION	700 1ST ST	714.4	YES	1993-10-04	12/31/2026	YES	12/31/2026	YES
17	DISCOUNT CIGARETTES	8027 WAYLAND LN	944.6	YES	2018-05-14	12/31/2026	YES	12/31/2026	YES
18	EAGLE RIDGE GOLF CLUB	2951 CLUB DR	> 1,000	YES	2016-05-12	12/31/2026	YES	NO PERMIT	NO
19	EAGLE RIDGE LIQUORS	1327 1ST ST	> 1,000	YES	2003-06-25	12/31/2026	YES	12/31/2026	YES
20	EL RANCHO FOODS	211 1ST ST	108.0	YES	2021-01-26	12/31/2026	YES	12/31/2026	YES
21	FRIENDS FOOD & LIQUOR	343 E 10 ST STE A	> 1,000	YES	2010-04-09	12/31/2026	YES	12/31/2026	YES
22	GARLIC CITY LIQUORS	8110 WESTWOOD DR	> 1,000	YES	2021-05-05	12/31/2026	YES	12/31/2026	YES
23	GARLIC FARM FOOD CENTER AND SHELL	5920 TRAVEL PARK CI	> 1,000	YES	2008-01-25	12/31/2026	YES	12/31/2026	YES
24	GILROY GAS & MINI MART INC.	5887 MONTEREY RD	> 1,000	YES	1992-03-16	12/31/2026	YES	12/31/2026	YES
25	GILROY VALERO FOOD MART	300 LEAVESLEY RD	> 1,000	YES	2018-04-01	12/31/2026	YES	12/31/2026	YES
26	GILROY VALLEY MARKET	7237 MONTEREY ST	> 1,000	YES	2021-10-27	12/31/2026	YES	12/31/2026	YES
27	GREAT GAS GILROY INC	398 1ST ST	302.4	YES	2024-10-09	12/31/2026	YES	12/31/2026	YES
28	J.V. SPIRITS INC	420 1ST ST	113.9	YES	2022-06-23	12/31/2026	YES	12/31/2026	YES
29	KD LIQUOR	8401 CHURCH ST	> 1,000	YES	2013-09-17	12/31/2026	YES	12/31/2026	YES
30	LA FLOR DE JALISCO FOOD MART	144 LEWIS ST	867.3	YES	2007-07-27	12/31/2026	YES	12/31/2026	YES
31	LEAVESLEY CHEVRON	401 LEAVESLEY RD	> 1,000	YES	2004-06-28	12/31/2026	YES	12/31/2026	YES
32	LEAVESLEY ROAD UNION 76	601 LEAVESLEY RD	> 1,000	YES	1977-12-22	12/31/2026	YES	12/31/2026	YES
33	OM MART	1190 1ST ST	> 1,000	YES	2016-08-30	12/31/2026	YES	12/31/2026	YES
34	PACHECO PASS CHEVRON	6901 CAMERON BLVD	> 1,000	YES	2019-04-17	12/31/2026	YES	12/31/2026	YES
35	PAP'S HECKER PASS LIQUOR	221 1ST ST	199.4	YES	2021-03-31	12/31/2026	YES	12/31/2026	YES
36	PAUL'S LIQUOR & MARKET #8	9305 MONTEREY RD	> 1,000	YES	2010-04-21	12/31/2026	YES	12/31/2026	YES
37	QUICK N EASY MARKET	8429 MURRAY AVE	> 1,000	YES	2011-08-24	12/31/2026	YES	12/31/2026	YES
38	QUIK STOP MARKET #550093	8400 CHURCH ST	> 1,000	YES	2022-09-01	12/31/2026	YES	PENDING PAYMENT	NO
39	ROTTEN ROBBIE #31	390 LEAVESLEY RD	> 1,000	YES	1977-08-02	12/31/2026	YES	12/31/2026	YES
40	SAFEWAY STORES #1505	905 1ST ST	> 1,000	YES	1982-12-13	12/31/2026	YES	12/31/2026	YES
41	SIERRA PINE CONE INC	6991 MONTEREY RD	> 1,000	YES	2004-11-30	12/31/2026	YES	12/31/2026	YES
42	THE ROCK ZONE	1323 1ST ST	> 1,000	YES	1994-09-12	12/31/2026	YES	12/31/2026	YES
43	TV'S FOODMART	850 PACHECO PASS HWY	> 1,000	YES	1990-10-11	12/31/2026	YES	12/31/2026	YES
44	WALGREENS #09516	770 1ST ST	> 1,000	YES	2009-06-06	12/31/2026	YES	12/31/2026	YES
45	WESTSIDE MARKET & LIQUOR	1340 1ST ST #G	> 1,000	YES	2013-12-20	12/31/2026	YES	12/31/2026	YES

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Review and Discussion of Campaign Finance Laws, Contribution Limits, and Related Enforcement**
Meeting Date:	May 4, 2026
From:	Matt Morley, City Administrator
Department:	Administration
Submitted by:	Harjot Sangha, Assistant City Administrator
Prepared by:	Harjot Sangha, Assistant City Administrator

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council receive the report and provide direction, if any.

BACKGROUND

The City Council's adopted legislative agenda for the current biennial budget cycle includes an item to review the City's campaign finance laws, contribution limits, and related enforcement, particularly as the City has transitioned to district-based elections in 2025.

Related to the topic, the City Attorney prepared a memorandum for the City Council addressing two questions raised by member(s) of the Council: 1) Must a Councilmember remain a resident of the district from and by which they were elected, and 2) Whether the City's voluntary campaign expenditure limit applied based on the number of residents in the city as a whole or by district. The memorandum is included as an attachment to this staff report.

The City of Gilroy's campaign finance regulations are codified in Chapter 8B of the City Code (attached), which were comprehensively updated in 2012 to align with the Political Reform Act and establish contribution limits, a voluntary expenditure ceiling, enhanced disclosure requirements, and enforcement provisions.

In 2015, the ordinance was amended in response to evolving federal case law, including McCutcheon v. FEC, resulting in an increase in the contribution limit to $750 per election, the establishment of the current $ 1-per-resident voluntary expenditure ceiling, and the removal of limits on contributions to independent committees.

ANALYSIS

In 2025, the City transitioned to district-based elections, introducing new considerations regarding the applicability of existing campaign finance rules.

In 2026, the City Attorney clarified that Councilmembers must reside in the district they represent or the office becomes vacant, and that the current voluntary expenditure limit applies citywide rather than by district, though Council may amend this approach.

Given this evolution and the related legislative agenda item, this item is being brought before the Council for discussion to evaluate whether the current campaign finance framework remains appropriate under a district-based election system.

From an enforcement perspective, the City's campaign finance regulations are enforced primarily through the State Political Reform Act framework, under which the District Attorney (DA) serves as the principal civil enforcement authority for violations. The City Attorney may play a role where authorized, but in most cases, enforcement aligns with state processes and prosecutorial discretion.

The ordinance allows for both civil and criminal enforcement mechanisms, including prosecution as infractions or misdemeanors, depending on the nature of the violation. However, for provisions that are uniquely local (such as enhanced disclosure requirements), the City may need to rely on independent or special counsel if conflicts arise.

Overall, enforcement is decentralized, relying on a combination of state enforcement authority, local prosecutorial options, and private rights of action rather than a single City-administered enforcement body.

ALTERNATIVES

None — this is an informational report. Council may provide direction if desired.

FISCAL IMPACT/FUNDING SOURCE

None — this is an informational report.

PUBLIC OUTREACH

This agenda item was discussed briefly during the Council Legislative Agenda strategic planning agenda item, and was included on the publicly posted agenda for this meeting.

NEXT STEPS

None. Should Council provide direction, staff will proceed to meet the directed next steps.

Attachments:

1) City Attorney Memo.
2) Chapter 8B of Gilroy City Code

BERLINER COHEN LLP

MEMORANDUM

TO:	Mayor and Gilroy City Council
FROM:	Andy Faber, City Attorney
RE:	Implementation of residency requirements for district elections
CC:	Harjot Sangha, Interim City Administrator
DATE:	January 9, 2026
FILE REF:	4706.272

In light of the City's 2025 change to district elections, we have been requested to provide answers to the following questions:

1. Must a Councilmember remain a resident of the district from and by which they were elected?

2. Is the City's voluntary campaign expenditure limit applied based on the number of residents in the City as a whole, or by district?

SHORT ANSWERS

1. If a Councilmember of a district ceases to reside in the district by which they were elected, the district office becomes vacant. *Gov. Code Secs. 1770(e), 34882.* A vacancy would be filled by appointment by the Council. *Gilroy Charter Sec. 406.*

2. As presently in effect, the voluntary campaign expenditure limit is capped at one dollar ($1) per City resident, not per district resident. *Gilroy City Code Sec. 8B.4(a).* If so desired, the City Council could amend this provision to be based on district population.

ANALYSIS

1. If a Councilmember Leaves Their District, that Seat Becomes Vacant.

Under general State law, it is clear that if a Councilmember representing a district ceases to reside in that district, their office becomes vacant. Thus, Gov. Code Sec. 34882 states, "A person is not eligible to hold office as a member of a municipal legislative body unless he or she is otherwise qualified, resides in the district and both resided in the geographical area making up the district from which he or she is elected and was a registered voter of the city at the time

nomination papers are issued to the candidate as provided for in Section 10227 of the Elections Code." And Gov. Code Sec. 1770(e) states that an office will become vacant upon a member "ceasing to be an inhabitant…of the district … for which the officer was chosen…." Therefore, under general State law, if a member of the Gilroy City Council ceases to reside in their district, their office becomes vacant.

It is clear that this general State law does apply to Gilroy districts, even though Gilroy is a charter city, not a general law city. Although the City Charter could supersede State law on certain election issues, the Charter is silent on the matter of districting, since the transition to districts was accomplished pursuant to State law without needing a Charter amendment. In the absence of a contrary Charter provision, general State law applies, per Charter Sec. 201.

Furthermore, both Resolution 2025-07, expressing Gilroy's intent to transition to districts, and Ordinance No. 2025-04, establishing the districts, state that the transition is being taken in accordance with applicable provisions of the State Elections and Government Codes and to serve the purposes and objectives of the California Voting Rights Act of 2001 contained in Elections Code section 14025 et seq.

Thus, we conclude that if a Councilmember ceases to reside in their district, the office becomes vacant. In that event, the vacancy would be filled through appointment by the Council, pursuant to Gilroy Charter section 406, which states, "A vacancy in an elective office, from whatever cause arising, shall be filled by appointment by the Council, such appointee to hold office until the first Tuesday following the next general municipal election and until his successor qualifies. At the next general municipal election following any vacancy, a successor shall be elected to serve for the remainder of any unexpired term."

2. The Voluntary Campaign Expenditure Ceiling Applies Per City Resident, Not District Resident, But Could Be Changed to Apply to Districts.

Gilroy City Code 8B.4(a) contains a voluntary campaign expenditure ceiling limited to one dollar ($1) per City resident: "The city council does hereby establish a voluntary campaign expenditure ceiling as follows: For a candidate for municipal office and for any and all controlled committees of such candidate, in the aggregate not to exceed one dollar ($1.00) per resident for each municipal election..." The Gilroy City Code does not state that a voluntary expenditure ceiling is $1 per district resident. Moreover, the wording predates districting, and so it is hard to make an argument that district population limits are pertinent. Therefore, our conclusion is that the current voluntary expenditure limit applies to the population of the whole City.

The City Council could amend this expenditure limit in a way that reduces the voluntary expenditure ceiling based on districting. To create a limit corresponding to a district, the limit could be based on the actual district population, or set to, say, one-sixth of the total City population.

Chapter 8B
ELECTIONS CAMPAIGN FINANCE

Sections:

8B.1 Short title.

8B.2 Purpose—Policy declaration.

8B.3 Definitions.

8B.4 Voluntary campaign expenditure ceiling and campaign contribution limits.

8B.5 Campaign contribution prohibitions.

8B.6 Campaign filing or reporting requirements.

8B.7 Enforcement.

8B.1 Short title.

This chapter shall be cited and referred to as the “elections campaign finance” law of the city. (Ord. No. 2012-05, § 1, 3-19-12)

8B.2 Purpose—Policy declaration.

The city council hereby finds that the campaign financing regulations set forth in this chapter are in addition to, and not inconsistent with, any and all laws governing municipal elections enacted in the Political Reform Act of 1974 (“Act”), and that these regulations herein enacted are not intended to interfere with a person’s compliance with that Act. (Ord. No. 2012-05, § 1, 3-19-12)

8B.3 Definitions.

Because of the thoroughness of the Act's statutory scheme, unless a term is specifically defined in this chapter, or the contrary is stated (or clearly appears from the context), the definitions set forth in Chapter 2 ("Definitions," Section 82000 et seq. of the Government Code) of the Act shall govern the interpretation of the provisions of this chapter.

"Campaign statement" shall have the same meaning as defined in California Government Code Section 82006 and is an itemized report prepared on a form prescribed by the Fair Political Practices Commission.

"Committee" and "controlled committee" shall have the same meaning as defined in California Government Code Sections 82013 and 82016, respectively, as such sections may be amended from time to time.

"Contribution" shall have the same meaning as defined in California Government Code Section 82015, except that, as set forth in Section 85312, payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate are not contributions or independent expenditures, provided those payments are not made for general public advertising such as broadcasting, billboards, or newspaper advertisement.

(a) For purposes of the contribution limits of this chapter the following terms have the following meanings:

(1) "Entity" means any person, other than an individual.

(2) "Majority owned" means an ownership of more than fifty percent (50%).

(b) For purposes of the campaign contribution limits of this chapter the following restrictions apply:

(1) The contributions of an entity whose contributions are directed and controlled by any individual shall be aggregated with contributions made by that individual and any other entity whose contributions are directed and controlled by the same individual.

(2) If two (2) or more entities make contributions that are directed and controlled by a majority of the same persons, the contributions of those entities shall be aggregated.

(3) Contributions made by entities that are majority owned by any person shall be aggregated with the contributions of the majority owner and all other entities majority owned by that person, unless those entities act independently in their decisions to make contributions.

"Person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any

other organization or group of persons acting in concert. (Ord. No. 2012-05, § 1, 3-19-12; Ord. No. 2015-07, § 1, 7-1-15)

8B.4 Voluntary campaign expenditure ceiling and campaign contribution limits.

(a) The city council does hereby establish a voluntary campaign expenditure ceiling as follows: For a candidate for municipal office and for any and all controlled committees of such candidate, in the aggregate not to exceed one dollar ($1.00) per resident for each municipal election. Should a candidate who has elected to comply with the voluntary campaign expenditure ceiling exceed that ceiling, he/she shall immediately notify all opponents and the city clerk by telephone and confirm the same in writing the day that such expenditure ceiling is exceeded.

(b) The city council does hereby establish the following campaign contribution limit: seven hundred fifty dollars ($750.00) per election to a candidate for municipal office, which limit shall apply to the total of all contributions to the candidate from any person and to any controlled committee of such candidate, other than a candidate in aid of himself or herself. (Ord. No. 2015-07, §§ 2, 3, 7-1-15)

8B.5 Campaign contribution prohibitions.

(a) It shall be prohibited for any person, other than a candidate in aid of himself or herself, to make any campaign contribution to a candidate for municipal office, or to any controlled committee of such candidate, which will cause the total amount contributed by such person to a candidate and all controlled committees of such candidate, with respect to a single election in support of such candidate, to exceed seven hundred fifty dollars ($750.00).

(b) It shall be prohibited for any candidate for municipal office, or any controlled committee of such candidate, to solicit or accept any campaign contribution which will cause the total amount contributed by any person to a candidate and all controlled committees of such candidate, other than a candidate in support of himself or herself, with respect to a single election in support of such candidate, to exceed seven hundred fifty dollars ($750.00).

(c) Extinguishing Expenditure Ceiling. Any candidate for elective office who has filed a statement accepting the voluntary expenditure ceiling is not bound by the ceiling if an opposing candidate who has accepted the voluntary expenditure ceiling exceeds the ceiling set forth in section 8B.4(a).

(d) It shall be prohibited to receive contributions from any person who does not disclose their identity, and all contributions of any amount (monetary or nonmonetary) shall be fully itemized and reported on a recipient committee pre-election campaign statement. (Ord. No. 2012-05, § 1, 3-19-12; Ord. No. 2015-07, §§ 4, 5, 7-1-15)

8B.6 Campaign filing or reporting requirements.

(a) The city clerk shall prescribe the necessary forms for filing the appropriate statements.

(b) Each candidate must file a voluntary campaign expenditure ceiling statement with the city clerk indicating whether or not he or she will participate in the voluntary campaign expenditure ceiling program before accepting or receiving any campaign contributions. The city clerk shall ask the registrar of voters to prominently designate those candidates who participate in the program on the ballot, in the ballot pamphlet and in the sample ballot.

(c) In addition to the state law required filing of campaign statements, each recipient committee formed in conjunction with an election to a municipal office must file one additional recipient committee pre-election campaign statement with the city clerk four (4) calendar days before the election. This statement will cover the period from the last date of the most recent pre-election statement to seven (7) calendar days before the election. (Ord. No. 2012-05, § 1, 3-19-12)

8B.7 Enforcement.

Enforcement of this chapter shall not be governed by Chapter 6A unless such violation constitutes a separate violation of another section or provision of the Gilroy Municipal Code or another applicable provision of law.

(a) Civil Enforcement.

(1) Pursuant to California Government Code Section 91001(b), the civil prosecutor is primarily responsible for enforcement of the civil penalties and remedies of the Act. The civil prosecutor is the Santa Clara County District Attorney, and is responsible for enforcing the provisions of this chapter. If determined to be necessary, the City Attorney may retain special counsel for enforcement of its provisions.

(2) Any person who makes or receives or solicits or accepts a contribution or makes an expenditure in violation of the provisions of sections 8B.4 and 8B.5 shall be liable in a civil action which may be brought by the civil prosecutor or a person residing within the city for an amount up to one thousand dollars ($1,000) or for an amount up to three (3) times the amount of the unlawful contribution or expenditure, whichever amount is greater, for each violation.

(3) Any person who intentionally or negligently violates any of the filing or reporting requirements of section 8B.6 is liable in a civil action which may be brought by the civil prosecutor or a person residing within the jurisdiction for an amount not more than the amount or value not properly reported or disclosed.

(4) Any person, before filing a civil action for a violation of section 8B.4, 8B.5 or 8B.6, must first file with the Santa Clara County District Attorney a written request for him or her to commence the action. The time periods and procedures set forth in California Government Code Section 91007 shall apply.

(5) In addition to other remedies provided by law, any person residing in the city may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this chapter.

(b) Criminal Enforcement. The enforcement of violations of the provisions of this chapter may be prosecuted as an infraction and/or misdemeanor. The district attorney shall prosecute violations as a misdemeanor except where he/she has determined that, in the best interest of justice, a violation should be prosecuted as an infraction. Penalties for misdemeanor violations are established in California Penal Code Section 19, and penalties for infractions are established in California Government Code Section 6900. (Ord. No. 2012-05, § 1, 3-19-12)