



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo

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

MONDAY, NOVEMBER 3, 2025 | 6:00 PM

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

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

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



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



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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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



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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. Arbor Day Proclamation

3. PRESENTATIONS TO THE COUNCIL

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

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

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

4. REPORTS OF COUNCIL MEMBERS

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

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

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint

Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

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

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

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

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

5. 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. Approved the October 20, 2025 City Council Regular Meeting Minutes**
- 5.2. Approve the 2025 Update to the City of Gilroy's Sewer System Management Plan (SSMP) in Compliance with State Water Resources Control Board Order WQ 2022-0103-DWQ**
- 5.3. Award a Contract to Catholic Charities of Santa Clara County for \$103,448 for South County Youth Task Force Community-Based Services for Youth**
- 5.4. Authorize the City Administrator to Enter into a Ten-Year Master Service and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Axon Interview Room Recording System for \$243,621**

6. BIDS AND PROPOSALS

- 6.1. Award a Contract to FBD Vanguard Construction, Inc. for the FY26 CDBG Sidewalk and Curb Ramp Project No. 26-PW-303 in the amount of \$156,820.00, approve a project contingency of \$19,370.14, and approve a total project expenditure of \$176,190.14 for Construction**

1. Staff Report:
John Doughty, Public Works Director
2. Public Comment
3. Possible Action:
Award a contract to FBD Vanguard Construction, Inc. in the amount of \$156,820.00, approve a project contingency of \$19,370.14, approve a total project expenditure of \$176,190.14 for the construction of the FY26 CDBG Sidewalk and Curb Ramp Project (No. 26-PW-303), and authorize the Interim City Administrator to execute the contract and associated documents.

7. PUBLIC HEARINGS

7.1. Introduction and First Reading of an Ordinance Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 25-02)

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. Determine the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15282(h) for the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Section 66314 and 66333 of the Government Code as set forth in Section 21080.17 of the Public Resources Code;
 2. Motion to read the ordinance by title only and waive further reading of the ordinance; and
 3. Introduce the ordinance of the City Council of the City of Gilroy amending Chapter 30, Article LIV of the Gilroy City Code relating to accessory dwelling units.

7.2. Consider Adopting an Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period Not to Exceed Forty-Five (45) Days within the Downtown Specific Plan Area (M 25-13)

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. Adopt an Urgency Interim Ordinance establishing a temporary prohibition on the issuance or approval of any new Tobacco Retailer Permits within the Downtown Specific Plan area within the City of Gilroy pursuant to Government Code Section 65858; and
 2. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of the public health, safety, and welfare, particularly regarding the protection of minors within the Downtown Specific Plan area.

8. INTRODUCTION OF NEW BUSINESS

8.1. Update on Downtown Plywood Storefront Ordinance and Downtown Vacancy Ordinance Proposal

1. Staff Report:
Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:
Receive the update from staff and direct staff to revive, update, and strengthen Gilroy City Code Chapter 5D, "Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts," which is currently expired, without a vacancy tax at this time.

9. FUTURE COUNCIL INITIATED AGENDA ITEMS

10. CITY ADMINISTRATOR'S REPORTS

11. CITY ATTORNEY'S REPORTS

12. CLOSED SESSION

12.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 Subdivision (3): One Case.

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

FUTURE MEETING DATES

November 2025

17 City Council Regular Meeting - 6:00 p.m.

December 2025

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

January 2026

05 City Council Regular Meeting - 6:00 p.m.

26 City Council Regular Meeting - 6:00 p.m.

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

City of Gilroy

DRAFT

City Council

Minutes

1. OPENING **Monday, October 20, 2025 | 6:00 PM**

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 Hilton led the Pledge of Allegiance.

5. Invocation

None.

6. Orders of the Day

Mayor Bozzo announced that item 7.3 Environmental Services Update and Statewide Trash Provisions will be continued without a date certain.

7. Employee Introductions

Public Works Director John Doughty introduced City Engineer Nisha Patel.

Utilities Director Heath McMahon introduced Water Department Maintenance Workers Lance Malatka, Luis Castro, Daniel Ramirez, Anthony Valdivia, and Antonio Rodriguez, and Engineer I in Utilities CIP Guilianna Laurenzano.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Stand United Against Hate Week Proclamation

3. PRESENTATIONS TO THE COUNCIL

1. 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 6:15 P.M.

Donald Perino - commented on the Gilroy Garlic Festival in 1979 and thanked all those involved.

Greg Felios - commented on the November 4, 2025 Special Election and Measure A.

Ron Kirkish - commented on the drug issue and DA Jeff Rosen.

Jodi Barr - commented on the American Association of University Women (AAUW) of Gilroy and the organization.

Dan Donovan - commented on the November 4, 2025 Special Election vote centers.

With no further speakers, Mayor Bozzo closed public comment.

4. 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 - thanked Gilroy Fire for her shirt and hat in support of October Breast Cancer Awareness Month.

Council Member Hilton - reported from Santa Clara County LAFCO is working on a draft RFP for a county-wide water and wastewater service review. He joined Gilroy Unified School District (GUSD) last week to discuss Pathways to Success. This is a new partnership with San Jose State University that guarantees admission to any CSU eligible GUSD graduate to the university.

Council Member Ramirez - thanked Gilroy Fire for her shirt and reported that Sister Cities has a group of students arriving from Japan next week.

Council Member Klein - no report

Mayor Bozzo - no report

5. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:27 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the consent calendar.

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

- 1. Approve the minutes of the October 4, 2025 Coffee with the Mayor and October 6, 2025 City Council Regular Meeting**

6. BIDS AND PROPOSALS

- 1. Old City Hall HVAC System's Replacement of Two Air Conditioning Units for**

\$70,000 and Adopt a Related Budget Amendment Resolution to Appropriate the Funds

Human Resources Director/Risk Manager LeeAnn McPhillips provided a report and presentation.

Mayor Bozzo opened public comment at 6:48 P.M.

Dan Donovan - commented in favor of the HVAC repairs.

With no further speakers, Mayor Bozzo closed public comment.

Council instructed staff to proceed with the HVAC repairs, continue to honor the existing month-to-month lease, including maintenance requirements of the City as the landlord, and defer additional actions on the Old City Hall lease or lease renewal until the Economic Development Director is in place to provide further guidance.

Motion

Adopt a budget amendment resolution to increase the FY26 Facilities budget by \$70,000 to cover the cost to replace the two HVAC units and complete associated installation and repairs.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Carol Marques

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

NAYS: None

2. Award a contract to McKim Corporation for \$1,009,759 construction costs and \$100,976 contingency, for a total project cost of \$1,110,735, for the FY26 Sidewalk Replacement Program Project

Public Works Director John Doughty provided a report and presentation.

Mayor Bozzo opened public comment at 7:11 P.M.

Rebecca Aviles - commented on the bidding process and did not understand why Villalobos was disqualified.

Tranquilino Villalobos - commented on CIP projects that they have completed in Gilroy and that Villalobos was the lowest bidder but was disqualified.

Janeth Zapata - commented on the development happening in the city and wants to understand what the justification to spend that amount of money is.

Ron Kirkish - thanked the first public speakers and would like to know why Villalobos was not chosen.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Award a contract to McKim Corporation in the amount of \$1,009,759, approve a project contingency of \$100,976, approve expenditure of \$1,110,735 for the construction of the FY26 Sidewalk Replacement Program Project (No.26-PW-299), and authorize the Interim City Administrator to execute the contract and associated documents.

RESULT: **Passed**

MOVER: Council Member Zach Hilton

SECONDER: Council Member Dion Bracco

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

7. INTRODUCTION OF NEW BUSINESS

1. Receive Preliminary Fiscal Year 2024-25 Year-end Financial Report and Adopt a Budget Amendment Resolution

Finance Director Harjot Sangha provided a report and presentation.

Mayor Bozzo opened public comment at 8:02 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion

Receive preliminary Fiscal Year 2024-25 (FY25) year-end financial report, approve the Pension and Other Post-Employment Benefits (OPEB) Section 115 Trust contributions pursuant to the Council Adopted policies and adopt a budget amendment resolution.

RESULT: **Passed**

MOVER: Council Member Tom Cline

SECONDER: Council Member Terence Fugazzi

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

NAYS: None

The meeting recessed at 8:04 P.M. and reconvened at 8:16 P.M.

4. Provide Policy Direction on a Proposed Zoning Ordinance Text Amendment to Allow Electronic Billboards along State Route 101

Mayor Bozzo moved Item 7.4 to be heard after Item 7.1.

Community Development Planner Melissa Durkin provided a report and presentation.

Mayor Bozzo opened public comment at 8:46 P.M.

Mike Conrotto - commented on the benefit of electronic billboards along the freeway.

Connie Rogers - commented on the image that electronic billboards may project on the City of Gilroy.

Joe Giacalone - commented on the benefit of electronic billboards and is in support of it.

Ron Kirkish - commented on electronic billboards and staying up with the times.

George Renz - commented on his support for electronic billboards for various reasons.

Greg Bumb - commented on his support for electronic billboards which will bring more customers to his motorcycle shop.

Michelle Carlen - commented on the benefits of electronic billboards and provided some examples from other cities.

With no further speakers, Mayor Bozzo closed public comment.

Council directed staff to thoroughly research the issue of electronic billboards in conjunction with the Economic Development Department, and to bring back options that the City Council would consider at a future date. Council further directed that research focus on best practices for the City, and that it not be project-driven.

2. Discussion and Direction Regarding Establishing a Reserve Policy to Fund Parks Infrastructure

Finance Director Harjot Sangha provided a report and presentation.

Mayor Bozzo opened public comment at 9:40 P.M.

With no speakers, Mayor Bozzo closed public comment.

Council directed staff to:

1. Draft a policy to establish and fund a Capital Infrastructure Reserve to set aside monies for park infrastructure and other capital improvements via an initial \$310,000 one-time contribution from the remaining Fiscal Year 2024-25 (FY25) year-end budgetary savings in the General Fund expenditures to occur at policy adoption, and up to 25% of all future year-end budgetary

- savings in the General Fund expenditures to be transferred to the said Capital Infrastructure Reserve, subject to Council approval.
2. Conduct a study session at the beginning of a regularly scheduled upcoming City Council meeting to receive updates and provide direction on the Parks and Trails Master Plan workplan item, including the request for proposal (RFP) scope, and to review the draft Capital Infrastructure Reserve and Funding Policy.

3. Environmental Services Update and Statewide Trash Provisions

This item was continued without a date certain.

8. FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Bozzo informed the Council that due to significant concerns raised by members of the community, he has asked staff to place on the November 3, 2025 meeting for Council consideration and urgency ordinance to prohibit new smoke shops in the downtown area. The ordinance would be in effect for a limited time to allow staff to further study the issue.

9. CITY ADMINISTRATOR'S REPORTS

No report.

10. CITY ATTORNEY'S REPORTS

No report.

11. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 9:51 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 XXXXXXXX, 20XX.

Kim Mancera
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the 2025 Update to the City of Gilroy's Sewer System Management Plan (SSMP) in Compliance with State Water Resources Control Board Order WQ 2022-0103-DWQ

Meeting Date: November 3, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Utilities
Submitted by: Heath McMahon, Public Utilities Director
Prepared by: Izabela Cirloganu, Management Analyst

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Approve the 2025 Update to the City of Gilroy's Sewer System Management Plan (SSMP) in Compliance with State Water Resources Control Board Order WQ 2022-0103-DWQ.

EXECUTIVE SUMMARY

The Statewide Waste Discharge Requirements (WDR) adopted on December 6, 2022 by the State Water Resources Control Board (SWRCB) requires that all owners and operators of sanitary sewer collection systems over one mile in length develop and implement a Sewer System Management Plan (SSMP) pursuant to State Water Resources Control Board Order WQ 2022-0103-DWQ. As an owner and operator of a collection system, the City must implement a comprehensive plan for inspection, condition assessment, cleaning, rehabilitation, capacity assessment, and capital upgrades to mitigate Sanitary Sewer Overflows (SSOs).

The state requires the SSMP to be updated every six years. The City Council adopted the current plan in 2019. Staff recommends the City Council approve the 2025 Update to the SSMP.

BACKGROUND

All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of State Water Resources Control Board Order WQ 2022-0103-DWQ.

Sanitary Sewer Overflows (SSOs) are discharges from sanitary sewer systems that may be of domestic, industrial, and/or commercial wastewater. SSOs may contain high levels of suspended solids, toxic pollutants, pathogenic organisms (such as bacteria and viruses that cause diseases), oil and grease, and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for fishing or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

Sanitary sewer systems experience periodic failures that increase the likelihood of an SSO. Factors may include geological shifts, design deficiencies, construction methods and materials, age, and deterioration of the system. Major causes of SSOs also include: grease blockages, root blockages, flood damage, structural failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, lack of proper operation and maintenance, insufficient capacity, and contractor-caused damages.

Preparation of the Sewer System Management Plan (SSMP) is a proactive approach to ensure a system-wide operation, maintenance, and management plan is in place to reduce the frequency and size of SSOs. The SSMP has the following goals:

1. **Proper management and operation.** Effectively manage, operate, and maintain all parts of the wastewater collection system, including sewer lines, manholes, and pump stations.
2. **Capacity management.** Ensure the sewer system has adequate capacity to convey peak wastewater flows, including those that occur during rainstorms.
3. **Prevent SSOs.** Minimize the frequency and impact of sanitary sewer overflows by implementing preventative maintenance and operational programs. Identify, prioritize and continuously renew and replace sewer collection system assets to maintain functionality.
4. **Mitigate SSO impacts.** Respond to and mitigate the impacts of SSOs. This includes containing spills and cleaning up affected areas.
5. **Collection System Staff Training.** Provide regular training for City staff and contractors in collection system maintenance, operations, and emergency response.
6. **Compliance with regulations.** Meet all applicable regulatory requirements for

notification and reporting to the State and Regional Water Boards

ANALYSIS

The City's wastewater collection system serves approximately 61,000 residents, plus numerous visitors and businesses. The system consists of 172 miles of gravity sewers, 0.2 miles of force main, one lift station, and 4,030 manholes. Most of the pipelines are 8"-12" in diameter and were constructed between 1960 and 2000. Sewage is conveyed to and treated at the South County Regional Wastewater Authority (SCRWA) Wastewater Treatment Plant (WWTP).

Gilroy's Wastewater Collection Section is responsible for the safe and efficient maintenance of the City's sanitary sewer collection system. Its mission is to ensure the continuous flow of wastewater to the WWTP and to prevent sanitary sewer overflows.

A review of data from July 2020 to July 2025 shows that the City consistently performed better than the statewide and regional spill rate indices, reflecting the Wastewater Collection team's strong commitment to the wellbeing of its citizenry. Their proactive management of the collection system has set it apart from other agencies in the region and the state.



Collection System Spill Summary

Operational Indices: Gilroy CS

Spill Rate Index (spills/100mi/yr)							
	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
Gilroy CS	0.36	N/A	0.0	0.12	0.0	0.61	0.0
State Municipal/Public Average	1.64	N/A	0.99	0.99	1.32	2.27	0.43
Region Municipal Average	0.94	N/A	0.29	1.98	0.69	2.24	0.46

The Wastewater Collection Section organizes pipe cleaning work into two schedules: high-priority cleaning and system-wide cleaning. The core responsibilities of the Wastewater Collection Section include line cleaning, closed-circuit television (CCTV) inspections, pipeline locating, structural repairs, preventative maintenance, spill response, and preparing detailed operational reports.

City staff is working to develop additional standard operating procedures (SOPs) to ensure cleaning methods are effective and work assignments are efficient. CCTV inspections will facilitate a better understanding of the requirements for high-priority activities, and may lead to additional repairs or pipe rehabilitation, and better tracking of fats, oils, and grease (FOG) generation.

ALTERNATIVES

Updating the Sewer System Management Plan is a regulatory requirement; therefore, no legal alternatives have been identified.

FISCAL IMPACT/FUNDING SOURCE

Approval of the SSMP does not have an immediate financial impact. However, implementation of the SSMP may result in increased capital project expenditures as deficiencies in the sewer infrastructure are discovered through monthly, quarterly, and yearly pipeline inspections.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. Gilroy 2025 SSMP Final Draft

Sewer System Management Plan (SSMP)

2025 Update

Sanitary Sewer Collection System for
Waste Discharge ID (WDID): #3SSO10340



REVIEWED AND APPROVED BY:

Matt Jones, Public Works Deputy Director
Legally Responsible Official
City of Gilroy
Sanitary Sewer Collection System

PREPARED BY:



Date Signed

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FINAL DRAFT

SSMP Action Items Checklist (Implementation Plans and Schedules)

The purpose of this table is to track and document the required SSMP Implementation Plans and Schedules for each Element. Additional details are found in the discussions within each section of the SSMP. Abbreviations and acronyms are found on page 4.

Section	Plan	Schedule	Responsible Staff		
1.2.1	Incorporate 2021-2024 Audit Findings, update Change Log, Update SSMP	12/31/2025	UT Ops Mgr.	WW Sup	
1.2.2	Prepare for next SSMP Audit	Begin 5/2/2027	UT Ops Mgr.	WW Sup	
1.2.3	Complete and Upload SSMP audit.	By 11/2/2027	UT Ops Mgr.	WW Sup	
1.2.4	Incorporate Audit Findings, update Change Log and Update SSMP	Within one month of completing audit	UT Ops Mgr.	WW Sup	
1.2.5	Prepare for next SSMP Audit	Begin 5/2/2030	UT Ops Mgr.	WW Sup	
1.2.6	Complete and Upload next SSMP Audit	By 11/2/2030	UT Ops Mgr.	WW Sup	
1.2.7	Incorporate Audit Findings, update Change Log and Update SSMP	Within one month of completing audit	UT Ops Mgr.	WW Sup	
1.2.8	Prepare for next SSMP Update	Begin 2/2/2031	UT Ops Mgr.	WW Sup	
1.3.1	At the beginning of the audit cycle and when significant changes have been made	Review City-owned asset statistics and element description; update as necessary	UT Ops Mgr.	WW Sup	Eng

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
1.3.2	Within 30 days of submittal of completion of development project	Update maps			Eng
2.1	Review names, contact information and position responsibilities. Update, as necessary.	Semi-annually	UT Ops Mgr.	WW Sup	
2.2	Review Chain of Communication outcomes for all spill responses	Each Spill Event	UT Ops Mgr.	WW Sup	
2.3	Review Organizational Chart for any changes. Update as necessary.	Semi-Annually	UT Ops Mgr.	WW Sup	
3.1	Review Ordinance to confirm all documents provide necessary required legal authority.	Once per 6-year SSMP Update Cycle	UT Ops Mgr.	Legal	Eng
3.3	Monitor and document occasions when ordinance(s) failed to address issues as intended.	Continuously	UT Ops Mgr.	WW Sup	Legal
3.4	Contact Santa Clara County and Caltrans to discuss a mutual aid agreement to allow the City to respond to any wastewater spills which enter a County or Caltrans storm drain.	By 6/1/2026	UT Ops Mgr.		Legal
3.5	Update the Municipal Code to specify that the property owner is responsible for maintenance and repair of the upper lateral.	By 6/1/2026	UT Ops Mgr.		Legal
3.6	Maintain a database of easements that the City becomes aware of.	Immediately	UT Ops Mgr.	WW Sup	Eng
4.1.1	Review map update procedures with all affected staff.	Annually	UT Ops Mgr.	WW Sup	

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
4.1.2	Review/ensure all newly installed facilities have been updated and included in the system maps	Annually	UT Ops Mgr.	WW Sup	
4.1.3	Create and use a Sewer Map Update form when corrections are needed to the sewer map.	By June 1, 2026	UT Ops Mgr.	WW Sup	
4.1.4	Enter all asset data into Cityworks and subsequently use Cityworks to track all inspections, work orders, and service requests.	By June 1, 2027	UT Ops Mgr.	WW Sup	
4.2.1	Monitor "Past Due" work orders to ensure critical work is being completed	Quarterly	UT Ops Mgr.	WW Sup	
4.2.2	Review scheduled Preventative Maintenance to ensure the prescribed schedule remains appropriate.	Annually	UT Ops Mgr.	WW Sup	
4.2.3	Begin using Cityworks to generate inspections, maintenance, repairs, CCTV, etc.	Beginning fourth quarter 2025	UT Ops Mgr.	WW Sup	
4.3.1	Review training documentation to ensure all staff have received required training	Quarterly	UT Ops Mgr.	WW Sup	
4.3.2	Complete a training record after each training event, using a form like that found in Appendix 4.1	Ongoing	UT Ops Mgr.	WW Sup	
4.3.3	Review agreements with contractors and/or Pre-Job meeting minutes to ensure contract personnel have received instruction for responding to sewage spills	Each Contract	UT Ops Mgr.	WW Sup	Eng
4.3.4	Train the new LRO on CIWQS data entry procedures.	Fourth quarter 2025	UT Ops Mgr.	WW Sup	

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
4.3.5	Train staff on how to implement the revised SERP.	Fourth quarter 2025		WW Sup	
4.4.1	Audit inventory lists to ensure stock is adequate.	Annually		WW Sup	
4.4.2	Check with vendors to ensure critical parts lead times are as expected.	Annually		WW Sup	
4.4.3	Ensure contracts with emergency support services are current	Annually		WW Sup	
5.19.1	Record the results of line cleaning in Cityworks.	Beginning 4 th quarter 2025		WW Sup	
5.19.2	Develop standard operating procedures for the addition and removal of lines from the hot spot program.	Beginning 1 st quarter 2026		WW Sup	
5.19.3	Evaluate the need for maintenance of large (11" diameter or greater) lines.	Beginning 1 st quarter 2026		WW Sup	Eng
5.19.4	Define and implement a formal manhole inspection program based upon the NASSCO Manhole Assessment Certification Program (MACP) rating system	Beginning 1 st quarter 2026		WW Sup	
5.19.5	Evaluate cleaning results using the City's "Standard Measures of Observed Results for Collection System Line Cleaning",	Beginning 1 st quarter 2026		WW Sup	
5.19.6	Begin inspecting force main at potential discharge locations. Determine appropriate inspection schedule.	Beginning 1 st quarter 2026		WW Sup	

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
5.19.7	Determine which line segments should receive root treatment and the appropriate frequency of treatment for each of these segments.	Prior to issuance of contract		WW Sup	
5.1.1	Ensure all project plans are approved in accordance with the City's Standard Specifications and Details.	Each Project			Eng
5.2.1	Verify inspection procedures are adequate and consistent with current standards of practice.	Annually			Eng
5.2.2	Verify design standards and hydraulic model previously completed are adequate and consistent with current standards of practice.	Annually			Eng
6.1	Perform SERP training including practice drills.	Annually	UT Ops Mgr.	WW Sup	
6.2	Review Post Spill Assessments to ensure adherence and to indemnify any trends that should be addressed	Annually	UT Ops Mgr.	WW Sup	
7.1	Review/evaluate enforcement and inspection findings and implement changes, as necessary.	Annually	UT Ops Mgr.	WW Sup	Fire
7.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually	UT Ops Mgr.	WW Sup	Fire
7.3	Evaluate overall FOG Control Program and make any improvements needed to comply with WDR.	Beginning first half 2026	UT Ops Mgr.	WW Sup	Fire
8.1.1	Review/evaluate enforcement and inspection findings and implement changes, as necessary.	Annually	UT Ops Mgr.	WW Sup	

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
8.1.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually	UT Ops Mgr.	WW Sup	
8.1.3	Hold meeting to discuss any issues that may result from climate changes	Annually	UT Ops Mgr.	WW Sup	Eng
8.1.4	Determine optimal cleaning and inspection interval for the collection system.	Prior to the 2030 Audit	UT Ops Mgr.	WW Sup	
8.1.5	Prioritize condition assessments based on environmental risk.	Beginning first quarter 2026	UT Ops Mgr.	WW Sup	Eng
8.1.6	Evaluate assets that may be affected by climate change and update the SSMP as necessary.	First quarter 2026	UT Ops Mgr.	WW Sup	Eng
8.3.1	Utilize all available data for prioritizing corrective actions considering severity and consequences of potential spills.	Each CIP Update	UT Ops Mgr.	WW Sup	Eng
8.3.2	Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities.	Continuously		WW Sup	Eng
8.3.3	Prioritize CIP projects based, in part, on the potential for spills and document how projects were selected for funding.	Beginning in 2026	UT Ops Mgr.	WW Sup	Eng
8.4.1	Hold regular coordination meetings, with all parties, to help keep the projects on track and resolve issues that may arise in a timely manner.	Annually	UT Ops Mgr.	WW Sup	Eng
8.4.2	For schedules that are not followed, justify and document the reason.	Each Delayed Project			Eng

SSMP ACTION ITEMS CHECKLIST (IMPLEMENTATION PLANS AND SCHEDULES)

Section	Plan	Schedule	Responsible Staff		
9.1	Assess work programs to ensure outcomes are as intended	Annually	UT Ops Mgr.	WW Sup	
9.2	Ensure updates to work programs and the SSMP based on assessments.	As Needed	UT Ops Mgr.	WW Sup	
9.3	Monitor and evaluate spill trends. Document efforts.	Annually	UT Ops Mgr.	WW Sup	
10.1	Schedule audits in advance of due dates to ensure adequate time to complete. Agency has 6 months to complete the audit from the end of the audit period.	Begin end of audit period	UT Ops Mgr.	WW Sup	
10.2	Ensure a plan and schedule is developed to address deficiencies.	Once the Audit is completed	UT Ops Mgr.	WW Sup	
10.3	Complete the August 2021-August 2024 Audit, upload to CIWQS, and place on City website.	By 30 December 2025	UT Ops Mgr.	WW Sup	
11.1	Ensure the City Council approves the SSMP per schedule	Every 6 years	UT Ops Mgr.	WW Sup	
11.2	Ensure the SSMP is posted on the City Website and the link functions properly.	Fourth quarter 2025 and then Annually	UT Ops Mgr.	WW Sup	
11.3	Ensure Sewage Spill Warning signs are readily available to communicate with the public when necessary	Annually		WW Sup	

Table 1 – Summary of SSMP Compliance Implementation Plans and Schedules

SSMP Change Log of Revisions and Completed Action Items¹

Revision Date	SSMP Section	Approval Date	Description of Change/Revision/Activity	Initials
				To add a row, select this text and hit TAB ²

¹ Use this Change Log to document any edits/changes or action items as they are identified and document when they are completed.

² To add additional table rows, insert your cursor into the bottom right cell of the table and hit the tab button. The table will continue on the next page.



City of Gilroy
Attn: Matt Jones
Legally Responsible Official (LRO)
613 Old Gilroy St.
Gilroy, CA 95020

Dear Mr. Jones,

We are pleased to present the new 2025 Sewer System Management Plan (SSMP) Update developed in partnership with the City of Gilroy's management. The 2025 Update meets and exceeds compliance with the WDR (State Water Board, Water Quality Order No. 2022-0103-DWQ, Attachment D-10 and Specifications 5.4). The 2025 SSMP has been completely revised to harmonize with industry standard guidelines and incorporates the City's latest SSMP Audit findings.

The 2025 SSMP is a declaration of what the City is doing to demonstrate full compliance with the WDR. Attachment A of the WDR (page A-4), states "A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order". We suggest that the City review the SSMP on a regular basis, and as required by the WDR, continuously document changes to its SSMP in a change log attached to the Plan.

We look forward to assisting the City wherever necessary to fully implement the new 2025 SSMP Update.

Sincerely,

A handwritten signature in black ink that reads 'Jim Fischer'.

James Fischer, P.E.
Principal, Fischer Compliance LLC
Credentialed U.S. EPA NPDES Compliance Inspector

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Introduction

This Sewer System Management Plan (SSMP) or “Plan” has been prepared for the City of Gilroy (City) with technical assistance from Fischer Compliance LLC with the goal of meeting and exceeding compliance with the State Water Resources Control Board 2022 General Waste Discharge Requirements, Order No. WQ 2022-0103-DWQ for Sanitary Sewer Systems (referred to throughout this document as the WDR). The City provided all details, information and institutional insights for preparation of the SSMP. The document has been developed to meet the size, scale, and complexity of the City, serving as a “living document” used as a tool for managing and operating the City's sanitary sewer collection system. Additionally, the latest 2024 Sewer System Management Plan Guidance Manual published by the Bay Area Clean Water Agencies (BACWA) was utilized as a model for development of the document to harmonize formatting/content and incorporate recommended suggested guidance wherever possible.

The City’s Wastewater Collections Section operates the sanitary sewer system. Wastewater Collection Section staff are currently transitioning from the Public Works Department to the newly created Utilities Department. When the transition is completed, Wastewater Collection Section staff will operate under the Operations Division of the Utilities Department. The Wastewater Collection Section works to prevent sanitary sewer overflows and ensure wastewater flows smoothly to the South County Regional Wastewater Authority (SCRWA) treatment plant, in full compliance with state and federal regulations.

The City’s commitment to meeting regulatory requirements, along with its proactive approach to operation and management of the collection system, has served it well, as evidenced by the system’s performance relative to other agencies in the region and the state.

General Information



Region	Place ID	Place Name	CS Category	Place Address	Place County
3	631804	Gilroy CS	Municipal(Public)	Gilroy CA 95020	Santa Clara



Collection System Spill Summary

Operational Indices: Gilroy CS

Spill Rate Index (spills/100mi/yr)							
	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
Gilroy CS	0.36	N/A	0.0	0.12	0.0	0.61	0.0
State Municipal(Public) Average	1.64	N/A	0.99	0.99	1.32	2.27	0.43
Region Municipal Average	0.94	N/A	0.29	1.98	0.69	2.24	0.46

Net Volume Spills Index (gallons/1000 Capita/yr)							
	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
Gilroy CS	22.26	N/A	0.0	100.45	0.0	3.02	0.0
State Municipal(Public) Average	3365.27	N/A	2019.17	182.96	1106.7	46.12	15.31
Region Municipal Average	754.74	N/A	229.49	436.75	10.15	41.2	1.79

Figure 1 – Collection Spill Summary: Operational Indices for City with State and Regional Data

Figure 1 provides key spill metrics, including data comparing the City's spill record with state and regional system data for the five-year period of July 2020 through July 2025. The City consistently performs better than both statewide and regional spill rate indices and net spill volumes for all categories of spills from its sanitary sewer collection system. For reference, Category 1, 2, and 3 spills are defined on the [Sanitary Sewer Systems General Order homepage](#).

SSMP Organization

This SSMP is organized into 11 core elements following Attachment D of the WDR, with inclusion of applicable Specifications requirements.

Each individual element in the SSMP includes the following technical contents.

1. Requirements – Provides the actual description of applicable requirements in the WDR.
2. Compliance – Describes the City's approach to complying with the WDR requirements.
3. Effectiveness – As measured by Key Performance Indicators (KPIs.)
4. Implementation – Demonstrates how the City will ensure the SSMP will be carried out as described.
5. Resilience – Demonstrates the resilience that is addressed in the SSMP and built-in to the City's collection system and procedures.
6. Appendix Inclusions – Lists the items included in the Appendix for each SSMP Element, if any.

Abbreviations and Acronyms

BMP	Best Management Practices
CCTV	Closed Circuit Television
CIP	Capital Improvement Program
CIPP	Cured in Place Pipe
CIWQS	California Integrated Water Quality System (State Water Board Online Spill Database)
CMMS	Computerized Maintenance Management System
Eng	
EPA	US Environmental Protection Agency
FOG	Fats, Oils and Grease
FSE	Food Service Establishment
GCD	Grease Control Device
GIS	Geographic Information System
I & I	Inflow and Infiltration
Legal	City legal staff
LRO	Legally Responsible Official
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SCRWA	South County Regional Wastewater Authority
SERP	Spill Emergency Response Plan
SOP	Standard Operating Procedure
SSMP	Sewer System Management Plan
Spill	Sanitary Sewer Spill
SWRCB	State Water Resources Control Board
UT Ops Mgr.	Utilities Operations Manager
WDID	Waste Discharge ID Number (CIWQS)
WDR	Sanitary Sewer Systems General Wastewater Discharge Requirements Order issued by the State Water Board (Order No. 2022-0103-DWQ)
WW Sup	Wastewater Superintendent/Sewer Operations Supervisor

Table 2 – Abbreviations and Acronyms

1. Goal and Introduction

WDR REQUIREMENTS

[Att. D-1 \(pg. D-2\)](#)

“The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:”

1.1. Regulatory Context

WDR REQUIREMENTS

[Att. D-1.1 \(pg. D-2\)](#)

“The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates”.

COMPLIANCE

The City is committed to fully implementing the WDR which includes addressing all requirements by integrating a wide range of programs specifically designed for ensuring the integrity and efficiency of the City’s sanitary sewer collection system. Moreover, the City is dedicated to maintaining its collection system in a systematic manner by implementing various work programs, with a focus on critical areas, to prevent spills, allowing for a comprehensive approach to maintenance. Work programs include pipe cleaning, manhole inspections, pump station maintenance, and source control, just to name a few. Work programs are described in more detail in Specifications 5.19 – Operation and Maintenance of this SSMP.

By prioritizing proactive measures and taking a comprehensive approach, the City is well-equipped with a proven track record of effectively operating its sanitary sewer collection system with the highest levels of service and reducing/eliminating sewage spills.

EFFECTIVENESS

N/A

IMPLEMENTATION PLAN/SCHEDULE

N/A

1.2. SSMP Update Schedule

WDR REQUIREMENTS

[Att. D-1.2 \(pg. D-3\)](#)

“The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.”

COMPLIANCE

The City utilizes the State Water Board’s online lookup tool to ensure compliance with all required due dates for updating its SSMP and completing its required SSMP Audits (see chart below).

The City has contracted with FCL Compliance to complete the Audit covering August 2021 through August 2024. It is anticipated that the audit will be complete by the end of 2025, at which time it will be uploaded to CIWQS and this SSMP will be revised to reflect the Audit’s findings.

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Gilroy CS	3SSO10340	8/2/2009	8/2/2014	8/2/2019	8/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Gilroy CS	3SSO10340	8/2/2011	8/2/2013	8/2/2015	8/2/2017	8/2/2019	8/2/2021	8/2/2024

Figure 2 – Sewer System Management Plan, Subsequent Update and Audit Due Dates

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Audits and SSMP Updates being performed as scheduled?
- Has the SSMP been approved by the governing board on the required schedule (i.e., every six years)?
- Are specific internally established sewer program milestones being monitored?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

1.3. Sewer System Asset Overview

WDR REQUIREMENTS

Att. D-1.3 (pg. D-3)

“The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);*
- Service area boundary;*
- Population and community served;*
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- Structures diverting stormwater to the sewer system;*
- Data management systems;*
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- Estimated number or percentage of residential, commercial, and industrial service connections; and*
- Unique service boundary conditions and challenge(s).*

Additionally, the Plan Introduction section must provide reference to the Enrollee’s up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.”

COMPLIANCE

The City of Gilroy is in Santa Clara County and encompasses approximately 16.5 square miles. The City’s wastewater collection system serves approximately 61,000 people in the service area shown in Figure 3, below. The sewer system consists of approximately 172 miles of gravity sewers, 0.2 miles of force main, one lift station, and 4,030 manholes, as shown in Figure 4. Most of the pipelines are 8-12” in diameter and were constructed between 1960 and 2000. Specific details regarding the gravity sewer system (i.e., size, materials, and age) are found in Appendix 1.

The City’s collection system includes 13 siphons and no stormwater diversion structures.

Sewage from the City sewer system is conveyed to and treated at the South County Regional Wastewater Authority (SCRWA) Wastewater Treatment Plant (WWTP). The WWTP’s average daily capacity rating is 8.5 million gallons per day (mgd). To allow for the long-term growth in the City of Gilroy and Morgan Hill, the SCRWA plant expansion project broke ground in 2021. When completed and operational, the facility will be able to treat 11 mgd, allowing SCRWA to provide adequate service to its customers and the demands associated with future growth in both cities.

The City maintains most inspections, maintenance, and system evaluations in Excel databases, with some data captured in CMMS and GIS programs. The City currently assigns work schedules manually based on maps and a predetermined cleaning schedule for different zones within the City. However, the City is in the process of transitioning to the Cityworks CMMS software, which will pre-populate daily work assignments for improved efficiency and tracking. Cityworks will also be used to maintain maps of the collection system.

There are approximately 15,759 upper and lower service laterals connected to the system. The City owns 22 of these laterals (i.e., on City-owned property). Other than those on City-owned property, the City is not responsible for cleaning laterals. As described in the City's 1999 Sewer Lateral Maintenance Policy (Appendix 1), the property owner is fully responsible for cleaning laterals between the building and the main. City is responsible for repairs of the lower service lateral within the street right-of-way.

The percentage of residential, commercial, and industrial service connections is shown in Table 3, below.

The City is in a good position to maintain its collection system. The City does not have any unique challenges, other than the need to coordinate with the City of Morgan Hill regarding the SCRWA WWTP. Gilroy's collection system discharges into the joint Morgan Hill – Gilroy sewer trunk (Joint Trunk) for transport to the SCRWA WWTP. The Joint Trunk is maintained by a Joint Exercise of Powers Agreement between the City of Gilroy and the City of Morgan Hill dated May 19th, 1992, which is included in Appendix 1. Per the agreement, the City of Morgan Hill is responsible for all maintenance of the Joint Trunk up to Highland Avenue in San Martin. Additional maintenance costs incurred south of Highland Avenue are shared with Gilroy. The WWTP is overseen by a Board of Directors with representatives from both cities.

The City maintains up to date maps of its collection system.

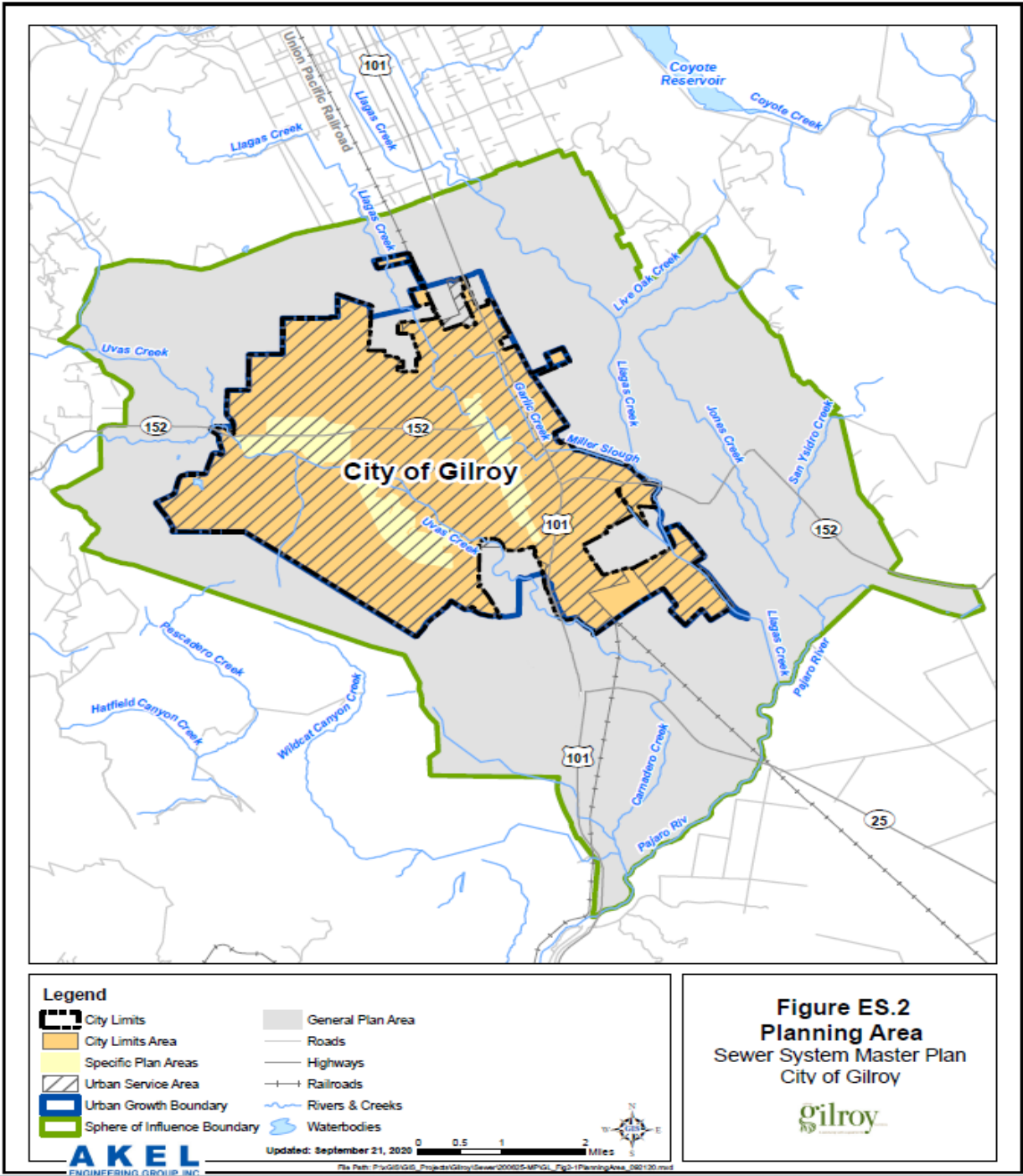


Figure 3 – City Vicinity Map and Service Area

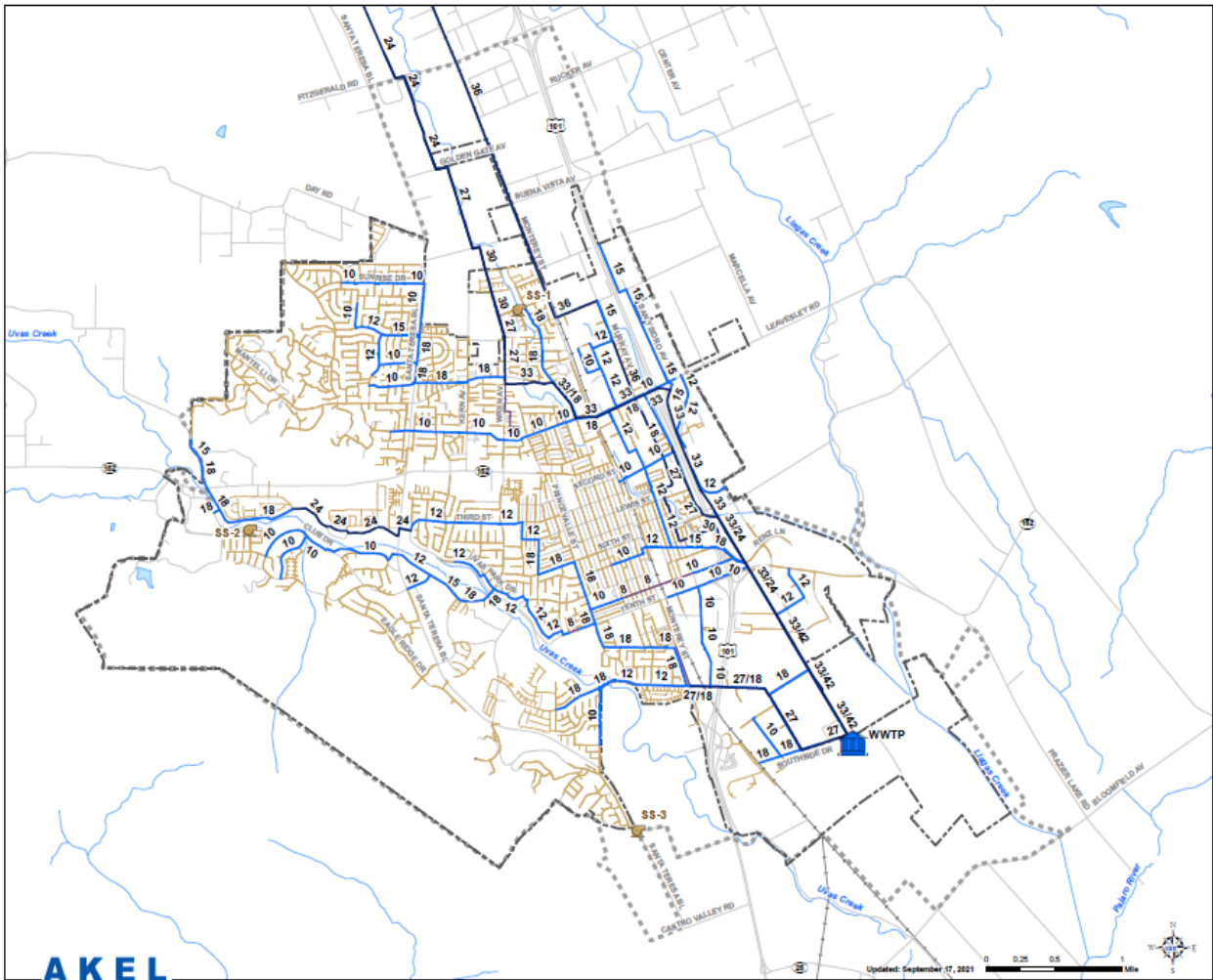


Figure 4 – Sewer Collection System (from 2023 Master Plan)

Use Type	Number or % of Connections
Residential	14,226
Commercial/ Industrial	1510
Institutional	33
Total	15,759

Table 3 – City Sewer Connection Flow Classifications and Connections Data

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are asset statistics periodically reviewed and updated as necessary?
- Are omissions or errors addressed in a timely manner?
- Are system maps up to date?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 1 by:

- Implement a system for collecting and managing asset data.
- Redundancy: More than one member of staff is trained and able to retrieve and manage the data.
- Implementing a QA/QC process to help ensure information is accurate.
- Using an Excel database to ensure that timely compliance with deadlines is met.

APPENDIX 1 INCLUSIONS:

- 1.1 Gravity Sewer System Specific Details (size, materials, age)
- 1.2 1999 Sewer Lateral Maintenance Policy
- 1.3 1992 Joint Exercise of Powers Agreement Creating the South County Regional Wastewater Authority

Specifications 5.2 – SSMP Development and Implementation

WDR REQUIREMENTS

Specification. 5.2 (pg. 18)

“To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale, and complexity of the Enrollee’s sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.”

COMPLIANCE

The City's current Sewer System Management Plan (SSMP) has been updated to meet the requirements of Order WQ 2022-0103-DWQ and addresses the required Elements. The SSMP addresses management, operations and maintenance procedures specific to the City’s collection system. The City maintains a proactive O&M program to operate its system and identify defects, which are then prioritized for repair, replacement, rehabilitation, or placed on modified maintenance schedules. (See Elements 4 and 8 and Specifications 5.19 of this SSMP for more detail.)

The City keeps up with current industry standards, technology and best practices by reviewing industry periodicals, networking, attending training classes, and attending industry conferences and workshops. The City evaluates emerging practices, equipment and technologies for possible implementation to enhance sewer operations.

Specifications 5.7 – Allocation of Resources

WDR REQUIREMENTS

Specification. 5.7 (pg. 22)

“The Enrollee shall comply with the following requirements:

- *Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and*
- *Allocate the necessary resources to its sewer system management program for:*
- *Compliance with this General Order,*
- *Full implementation of its updated Sewer System Management Plan,*
- *System operation, maintenance, and repair, and*
- *Spill responses.”*

COMPLIANCE

Maintenance and operation of the sanitary sewer collection system is funded through user fees based on rate structures approved by the City Council. Every five years, the City reviews water and sewer rates through a cost-of-service rate study. The City Council approved the most recent rate study recommendations on October 16, 2023, and the updated rates took effect on January 1, 2024. The rate study recommended annual increases from 2024 through 2028.

Fees assessed to utility customers are collected in an Enterprise Fund, which funds the ongoing operations, maintenance, and planning and implementation of capital improvements to the wastewater infrastructure.

For FY26 and FY27 combined, the Wastewater Collections budget includes \$240,000 for heavy equipment, \$173,000 for vehicles, \$150,000 for root control, \$80,000 for Smart Covers, \$510,000 for emergency services, and \$385,000 for equipment and improvements.

The table below, from the City’s [FY26 and FY 27 Recommended Operating and Capital Budget](#), shows the Sewer Enterprise Fund’s actual and projected revenue.

Name	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2025 Projected Actuals	FY2026 Recommended Budget	FY2027 Recommended Budget
Revenue						
Sewer						
Charges for Services	\$12,970,764	\$13,982,756	\$13,797,388	\$14,965,000	\$15,564,000	\$16,186,000
Use of Money and Property	\$825,082	\$2,424,009	\$381,629	\$1,873,627	\$1,138,803	\$967,653
Other Revenues	-\$1,569,117	-\$1,711,102	\$1,814,455	\$383,600	\$533,750	\$1,633,665
Interfund Transfers	\$1,543,668	\$1,506,917	\$2,244,400	\$2,244,400	\$2,243,600	\$2,241,600
Total Sewer:	\$13,770,398	\$16,202,579	\$18,237,872	\$19,466,627	\$19,480,153	\$21,028,918

Table 4 – Sewer Enterprise Fund Revenue

The table below shows how the City expects to allocate its Sewer Enterprise Funds by type of expense:

Name	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2025 Projected Actuals	FY2026 Recommended Budget	FY2027 Recommended Budget
Sewer Fund						
Personnel Expenses	\$2,557,556	\$2,473,413	\$4,146,647	\$3,580,042	\$3,057,510	\$3,214,886
Materials and Services	\$482,699	\$458,323	\$915,849	\$376,854	\$853,095	\$854,770
Capital Outlay	-\$71,109	\$23,791	\$7,342,567	\$1,061,226	\$3,329,500	\$7,097,000
Interfund Transfers	\$5,051,988	\$6,526,929	\$9,605,354	\$13,257,670	\$8,750,885	\$9,349,181
Internal Services Charges	\$1,526,286	\$2,122,521	\$2,251,887	\$2,252,214	\$2,425,908	\$2,791,895
Other Expenses and Charges	\$3,057,849	\$3,564,668	\$2,260,950	\$2,260,950	\$2,253,600	\$2,251,600
Total Sewer Fund:	\$12,605,269	\$15,169,645	\$26,523,254	\$22,788,956	\$20,670,498	\$25,559,332

Table 5 – Sewer Enterprise Fund Expenditures

A secondary source of revenue is from development fees that fund the installation of the collection system to areas not yet served and to upsize pipes to ensure adequate capacity and other capital needs.

The Wastewater Collections team is generally adequately staffed, although there is one collection system vacancy as of mid-2025.

Provisions 6.1 – Enforcement Provisions

WDR REQUIREMENTS

[Provisions 6.1 \(pg. 27\)](#)

“The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.”

COMPLIANCE

The City is aware of the consequences for noncompliance including associated penalties for violations. The City maintains a proactive stance with full implementation of its SSMP.

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the City to administrative civil liabilities of up to \$10,000 a day per violation pursuant to Water Code section 13385; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the City to administrative civil liabilities up to \$10,000 a day per violation and additional liability up to \$10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to \$5,000 a day per violation pursuant to Water Code section 13350 or up to \$20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

Provisions 6.3 – Sewer System Management Plan Availability

WDR REQUIREMENTS

Provisions 6.3 (pg. 31)

“The Enrollee’s updated Sewer System Management Plan must be maintained for public inspection at the Enrollee’s offices and facilities and must be available to the public through CIWQS and/or on the Enrollee’s website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.”

COMPLIANCE

The City maintains a paper copy of the SSMP in its offices which can be made available for inspection during regular business hours. The City also published its 2019 SSMP on the City of Gilroy’s website at the [Streets-Trees-Sewers](#) page. After City Council approval, the City will upload the 2025 SSMP to its website. The City may update its website because of the reorganization described in the Introduction section; if this occurs, the 2025 SSMP will be moved to a different location.

2. Organization

WDR REQUIREMENTS

Att. D-2 (pg. D-3)

“The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan Element;*
- Organizational lines of authority; and*
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of emergency Services.)”*

COMPLIANCE

The City’s sanitary sewer collection system is operated and maintained by the Wastewater Collections Section of the Operations Division with the assistance of the Engineering Division for long range planning and capital program management. The Operations Division is also supported by the City’s Risk Management, Building, and Environmental Services Divisions.

As described in the Introduction section, Wastewater Collection Section staff are currently transitioning from the Public Works Department to the newly created Utilities Department. After the transition, Wastewater Collections Section staff will operate under the Operations Division of the Utilities Department.

SCRWA provides funding for the Pretreatment Program, which includes FOG control, permitting, inspections, and enforcement for all regulated dischargers within the cities of Gilroy and Morgan Hill.

The above items are addressed in order below:

The City’s current Legally Responsible Official is Matt Jones, the Public Works Deputy Director overseeing the Wastewater Collections Section. The City is in the process of hiring a new Operations Manager for the Utilities Department who will become the new LRO. Mr. Jones meets the requirements set forth in Specifications 5.1 of the WDR.

Implementation Responsibilities

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Sewer System Management Plan Elements	Responsible Position
1. SSMP Plan, Goal and Introduction	Utilities Operation Manager and Public Works Deputy Director
1.1. Regulatory Context	Same as above
1.2. SSMP Update Schedule	Same as above
1.3. Sewer System Asset Overview	Same as above
2. Organization	Utilities Department Director
3. Legal Authority	Utilities Department Director
4. Operations and Maintenance Program	Wastewater Collection Section Supervisor
4.1. Updated maps of Sanitary Sewer System	Wastewater Collection Section Supervisor
4.2. Preventive Operation & Maintenance	Wastewater Collection Section Supervisor
4.3. Training	Wastewater Collection Section Supervisor
4.4. Equipment Inventory	Wastewater Collection Section Supervisor
5. Design/Performance	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
5.1. Updated Design Criteria & Construction Standards	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
5.2. Procedures and Standards	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
6. Spill Emergency Response Plan	Wastewater Collection Section Supervisor
7. Sewer Pipe Blockage Program	Wastewater Collection Section Supervisor
8. System Eval, Capacity Assurance, Capital Imp.	Utilities Operation Manager & Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
8.1. System Evaluation and Condition Assessment	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
8.2. Capacity Assessment and Design Criteria	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
8.3. Prioritization of Corrective Action	Utilities Operation Manager
8.4. Capital Improvement Plan	Engineering (Utilities Capital Improvement Engineer and Public Works Land Development)
9. Monitoring, Measurement & Program Modifications	Utilities Operation Manager
10. Internal Audits	Utilities Operation Manager

11. Communication Program	Utilities Operation Manager & Community Engagement Manager
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Table 6 – Implementation Responsibilities

FINAL DRAFT

Responsible Position Contact Information

Responsible Position Contact Information	Phone	Email
Public Works Deputy Director	408-846-0275	Matt.Jones@CityofGilroy.org
Utilities Department Director	408-846-0229	Heath.McMahon@CityofGilroy.org
Utilities Operations Manager	N/A	New position - currently vacant
City Engineer	408-846-0531	Nisha.Patel@CityofGilroy.org
Land Developer Engineer	408-846-0226	Jorge.Duran@CityofGilroy.org
Wastewater Collection Section Supervisor	408-846-0423	Pete.Martinez@CityofGilroy.org
Community Engagement Manager	408-846-0443	Rachelle.Bedell@CityofGilroy.org

Table 7 – Responsible Position Contact Information

2.1. Organizational Chart

The following chart depicts the overall organization of the Utilities Department and shows how SCRWA and the pre-treatment program are connected.

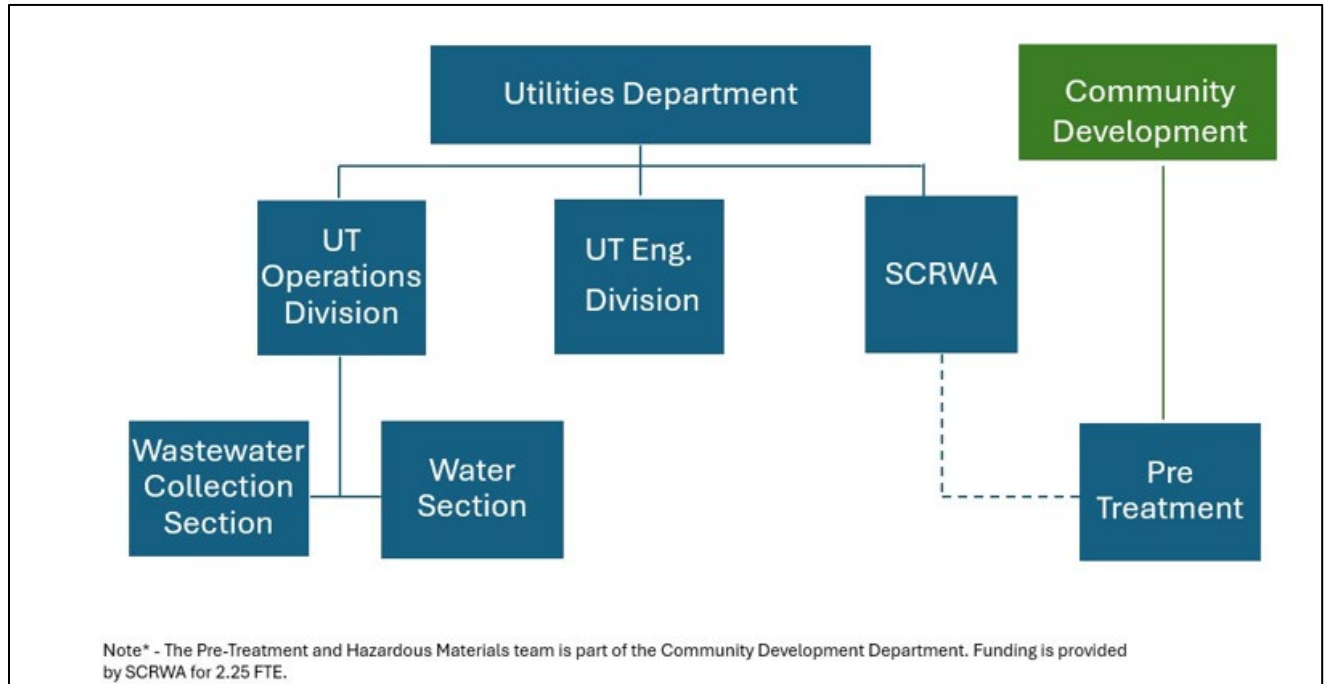


Figure 5 – City Utilities Department Organization Chart

2.2. Organizational Staffing Responsibilities

The City's organizational lines of authority and staffing are as follows:

City Administrator

Under general guidance from the Gilroy City Council, the City Administrator serves as the chief executive officer with responsibility for all City Functions

City Attorney

Serves as legal counsel for the City and is responsible for maintaining the City Administrative and Municipal Codes.

Utilities Department Director

Under direct supervision of the City Administrator, organizes and administers the operations of City Utilities Department (Water, Wastewater, and Wastewater Treatment Plant); directs the activities and execution of short and long-term goals and projects for the Department to best serve the needs of the City.

Utilities Operation Manager

Administers, plans, and directs the varied operations of the water distribution and wastewater collection systems, including their operation, maintenance, and repair to ensure public health, safety, and welfare. Is responsible for establishing and maintaining safe work practices and ensure compliance with all safety, environmental, and OSHA related laws and regulations. Provide leadership, training, and mentoring to ensure that each operational section is meeting established goals, objectives, work plans, and deadlines.

Wastewater Collections Supervisor

Operations Services Supervisor leads and supervises the staff of the Wastewater Collections Section and is responsible for all aspects of operation and maintenance of the City's sewer collection system and facilities; supervises, evaluates, and occasionally assists in the work of maintenance staff; responsible for review, evaluation, and problem solving of difficult and complex operation and maintenance challenges; reviews and evaluates operation and maintenance performance, implementation of regulatory or process changes, and assists the Utilities Operations Manager in the development and management of the department budget; demonstrates a thorough understanding of all applicable regulatory requirements, policies, procedures, and work methods associated with assigned duties; coordinates activities with other Departments and interacts with outside agencies, organizations, and the public; performs other related duties as required.

Wastewater Collection System Senior Maintenance Worker

Lead, monitor, and perform work for the Wastewater Section, including inspecting, cleaning, maintaining, and repairing sanitary sewer lines; investigate and resolve service requests and customer complaints, operate and provide necessary daily maintenance on equipment, vehicles, hand and power tools as assigned, assist with preparation and administration of Section budget, prepare reports and analyses; keep records; maintain files.

Senior Hazardous Materials Inspector (Industrial Pretreatment Program)

Under the supervision of the Hazardous Materials Supervisor/ Fire Marshal, enforce the requirements of Federal, State and Local regulations and ordinances related to industrial/commercial wastewater, hazardous material, underground storage tanks and other similar requirements. The Inspector I level is an entry/training level for the Hazardous Materials Inspector job series. The Inspector I level is expected to

have the educational level of the Inspector II but may have only limited experience in one or more of the program areas.

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2.3. Chain of Communication for Reporting Spills

The City is notified of a spill in multiple ways: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

Public Observation

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are on the City's website at [Report Sewer Spills](#). The City's telephone number for reporting sewer problems during business hours is (408) 846-0223. The City's telephone number for reporting sewer problems after business hours is (408) 846-0350.

The [Home Page](#) of the City's website also has a "Report a Concern" link. Clicking on this link directs the public to "GilroyConnect", an online service request portal, which allows the public to input information related to the spill. There is a companion mobile app which has the same feature.

- **Normal Work Hours:** Business hours calls are received by Public Works Admin Staff, and they will record the caller's name, address of the problem and contact information in Cityworks to begin a Service Request. They will call the Operations Services Supervisor, and they will dispatch an available Sewer crew. They will perform an investigation and note findings and actions taken, if any, either on paper or on the tablet in Cityworks. The information is transferred into Cityworks (if not entered in the file on the tablet) and the Sr. Maintenance Works or Supervisor will close out the Service Request. If the service request involved a spill, the Spill Response Workbook will also be completed.
- **After Hours:** After hours calls are received by City non-emergency dispatch, and they will call the Standby Employee. They will perform an investigation and note findings and actions taken, if any, either on paper or on the tablet in Cityworks. The information is transferred into Cityworks (if not entered in the file on the tablet) and the Sr. Maintenance Worker or Supervisor will close out the Service Request the next business day in Cityworks. If the service request involved a spill, the Spill Response Workbook will also be completed.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect and include in the spill event file, at a minimum, the following information to record the complaint:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint.

If the spill or backup is not in the City's service area the individual receiving the call provides the customer with the contact information for the responsible agency and then notifies that agency.

Lift Station

The City operates one wastewater lift station. In the event of a station failure the SCADA alarm system is activated and the City is contacted. To prevent spills, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole or bypassed around the station into the sanitary sewer system.

City Staff Observation

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, respond to emergency situations. Work orders are issued to correct non-emergency conditions.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any changes requiring updates to the Organizational Chart?
- Have there been instances when a service call for a spill was not properly routed to response personnel?
- Were all spill response activities documented and forwarded to the LRO?
- Have there been any changes in assigned responsibilities for implementing the SSMP?
- Is there a process in place to ensure all contact information remains up to date?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 2 by:

- Ensuring that more than one person is capable and responsible for specific duties for SSMP implementation, e.g., back-up personnel.
- Designation of more than one LRO to help ensure full and continuous coverage of duties.
- Testing the phone notification system to ensure calls are received and routed to appropriate personnel.

APPENDIX 2 INCLUSIONS:

- None

3. Legal Authority

WDR REQUIREMENTS

Att. D-3 (pg. D-4)

“The Plan must include copies or an electronic link to the Enrollee’s current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
- Require that sewer system components and connections be properly designed and constructed;*
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable. “*

COMPLIANCE

The Gilroy Municipal Code describes the City’s legal authority required for compliance with the WDR. That authority is specifically contained within Chapter 19 “Sewers and Sewage Disposal” of the Municipal Code. All FOG related authorities are included in the SCRWA [Sewer Use Ordinance No. 2024-01](#).

The above items are addressed in order below:

Authority to prevent illicit discharges into the City’s wastewater collection system.

The City’s Municipal Code, [Section 19.100](#), prohibits the discharge of stormwater, surface waters, roof runoff, and subsurface drainage to the sewer system. [Section 19.102](#) prohibits the discharge of certain wastes, including gasoline or fuels, hot waste, garbage that has not been shredded, low or high pH waste, noxious gas, garbage, fats, oils, grease, sludges, and toxic materials. Section 2.1 of the [SCRWA Sewer Use Ordinance](#) contains similar prohibitions on discharges that will pass through or cause interference with the operation or performance of the WWTP.

The City’s pre-planned collaboration and coordination with storm drain agencies.

The City owns and operates most of the storm drains within its boundaries and has a de facto legal authority to ensure access to these storm drains in the event of a wastewater spill. With the recent department restructuring, Utilities Department staff will maintain the wastewater collection system and Public Works Department staff will continue the responsibility for maintaining the storm drain system.

In addition, both Santa Clara County and Caltrans own and operate storm drains within the City limits. The City has historically had good communications with the County, and the City is permitted to do work within their drains as necessary. If a spill were to occur within a County storm drain, the City would clean up the spill. To comply with the WDR requirement, the City will contact the County and Caltrans to discuss a mutual

aid agreement to allow the City to respond to any wastewater spills which enter a County or Caltrans storm drain.

Require that sewer system components and connections be properly designed and constructed.

[Section 19.9](#) of the City's Municipal Code states, in part, "Plans for sewerage construction shall meet all design requirements of the Standard Details, Public Works Department Manual and shall also meet the design requirements as established from time to time by the director of public works. Inspection of all sewerage construction shall be made by the city in the manner described in Standard Specifications for Public Works Construction (commonly referred to as the "Green Book")."

Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee.

The City's 1999 Sewer Lateral Maintenance Policy (found in Appendix 1) states that the City will repair and clean lower laterals, which are located within the public right-of-way. However, the property owner is responsible for maintenance and repair of the upper laterals, which extends from the house or business up to the right of way point of connection.

Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures.

[Sections 19.111 through 19.114](#) of the City's Municipal Code contain enforcement provisions, including monetary civil penalties, ability to abate, discontinuation of service, and the ability to seek injunctive relief. The [SCRWA Sewer Use Ordinance](#) also contains enforcement provisions in Section 8, including violation notices, consent orders, compliance orders, cease and desist orders, fines, and termination of discharge.

Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

The City understands that previous easement agreements have been recorded with property records and that the only way to document existing easements is to review each individual property record. Unfortunately, the City does not have the staff to review all property records. However, moving forward, the City will maintain a database that lists the easements the City becomes aware of.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are the City ordinances and standards adequate for fulfilling the SSMP legal requirements?
- Does the City have a process in place for periodic review and evaluation of ordinances?
- Have there been instances when the code or ordinance did not address a need or circumstance?

IMPLEMENTATION PLAN/SCHEDULE

See "[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)" at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 3 by:

- Keeping abreast of industry trends and local ordinances that may affect operations.

APPENDIX 3 INCLUSIONS

- None

FINAL DRAFT

4. Operation and Maintenance Program

WDR REQUIREMENTS

Att. D-4 (pg. D-4)

"The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system."

4.1. Updated Map of Sewer System

WDR REQUIREMENTS

Att. D-4.1 (pg. D-4)

"An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries."

COMPLIANCE

The City is in the process of using the Cityworks software program to maintain up-to-date maps of its collection system. Cityworks software holds coordinates and symbology of the City assets in the map layers already uploaded from ARC GIS layers. Any new infrastructure not captured (or missed) at the point the layers were created will need to be added. Staff's inspections, work orders and service requests add information that can then be tracked in the system, as they are applied to the assets. The data is currently held on log sheets (hardcopy) and/or excel spreadsheets. However, this can easily be entered into Cityworks to set the baseline, and the City will do so soon.

The GIS maps will include all gravity lines and manholes, pump stations, pressure pipe, siphons and other appurtenances, as well as basic asset information regarding size, material and flow direction, specific asset identification numbers for each asset and operational elevations.

The City has hired a new GIS Analyst who will maintain both sewer and storm drain maps. If staff find a problem with the map, they email the Analyst and ask for an update. It is anticipated that updates will be completed within 30 days. The City will create a form to document the need for updates.

The City will provide the system maps to State and Regional Water Board staff upon request.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were all map updates completed in a timely manner?
- Are all staff trained in the procedure for providing map update information?
- Are newly installed sewer assets incorporated into the system maps?
- Are there terrain features or assets that should be incorporated in future map updates (e.g. exposed pipe, siphons, ARVs, surface water, etc.)

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

FINAL DRAFT

4.2. Preventive Operation and Maintenance Activities

WDR REQUIREMENTS

Att. D-4.2 (pgs. D-4/D-5)

“A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:

- Inspection and maintenance activities;*
- Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;*
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.*

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.”

COMPLIANCE

The City assigns work schedules manually based on maps and a predetermined cleaning schedule for different zones within the City. However, the City is in the process of transitioning to Cityworks software, a computerized maintenance management system (CMMS), which will pre-populate daily work assignments for improved efficiency and tracking.

Gilroy's collection system is divided into 18 maintenance zones. Six of the zones are considered “hot spots”, based on age of pipe and/or FOG buildup. The cleaning schedule is established considering the condition of pipes, conditions found in the field, and institutional knowledge.

The City's 13 siphons are cleaned monthly, and the high-priority lines are also cleaned on a monthly schedule, as outlined in Section 5.19.

The City has two Vactor combo trucks and one CCTV vehicle. The two Vactor trucks are operated every day, with a focus on cleaning and line repairs.

The City uses CCTV to inspect a line after a spill event, on a problem line, or after a repair. The City does not routinely CCTV the entire collection system; approximately 5% of the system has been CCTV'ed to date. With the establishment of the new Utilities department and planned staff additions, the City intends to increase the frequency of CCTV inspections.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are the City's maintenance, operations, and engineering work orders periodically audited for accuracy and completeness?
- Does the City monitor “open,” “overdue,” or “not yet completed” work orders to ensure completion of tasks?
- Are inspection and maintenance activities reducing the number and volume of spills?
- Is maintenance work being completed as scheduled?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

FINAL DRAFT

4.3. Training

WDR REQUIREMENTS

[Att. D-4.3 \(pg. D-5\)](#)

“In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- *The requirements of this General Order;*
- *The Enrollee’s Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data.”*

COMPLIANCE

The City trains its staff with a combination of in-house classes, safety tailgate sessions, field exercises, on the job training, conferences, seminars, OSHA classes and other training opportunities. The City will use a form like that found in Appendix 4.1 to document training sessions.

The City contracted with DKF Solutions to prepare a revised Spill Emergency Response Plan (SERP) and to complete training regarding the document on October 3-4, 2023. Staff who respond to sewage spills received training regarding how to implement the revised SERP, including how to estimate spill volume, and the requirements of the WDR. The training included an on-site practice drill with training on emergency response procedures with flow estimation using the holes in manhole covers. The training also included determining spill start times, recovery estimation, and CIWQS reporting procedures.

The City’s standard service and construction contract language requires all contractors working in the wastewater collection system to provide training for their employees on the City’s Sanitary Sewer Overflow Emergency Response Plan or demonstrate they have been trained on an equivalent emergency response plan of their own. Alternatively, City staff will instruct contractors on the process to follow in the event of a spill and will provide contractors with a spill response form such as the one found in Appendix 4.2.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has all training been completed as scheduled?
- Have records of training and attendance been documented and maintained?
- Have all staff demonstrated ability and knowledge after each training event?
- Have contractors received, at a minimum, direction for reporting and responding to spills?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

4.4. Equipment Inventory

WDR REQUIREMENTS

[Att. D-4.4 \(pg. D-5\)](#)

“An inventory of sewer system equipment, including the identification of critical replacement and spare parts.”

COMPLIANCE

The major equipment used by the City for the operation and maintenance of its sewer system is listed below:

Major Equipment Inventory		
Equipment Description		
3747	Vactor Combo Sewer Line Cleaner	2017
3749	Vactor Combo Sewer Line Cleaner	2023
2725	Ford Crew Cab Pick-up Truck	2017
N/A	3-Inch Godwin Trash Pump	2017
3020	Freightliner/CCTV Van	2019
2725	Ford Crew Cab Pick-up Truck	2017
2441	Chevy/2500 Utility Truck	2024
2439	Chevy/2500 Utility Truck	2024
2415	Ford/F-350 Utility Truck	2025
2416	Ford/F-250 Utility Truck	2025
Not Designated Yet	Chevy/2500 Utility Truck	FY 26
Not Designated Yet	Concrete Saw with Trailer Diamond Walk behind saw core cut	FY 25

Table 8 – Major Equipment Inventory

The City also has keeps multiple 4” pipes, 6” pipes, 8” pipes, and rubber couplings on hand and ready for use. An additional piece of heavy machinery (a John Deere Backhoe – Model 320 P-Tier) has been approved and is planned to be purchased in FY 26.

The City’s critical replacement parts list is shown in the table below; this inventory is kept on hand and stored at the SCRWA. In addition, replacement parts for the sewer lift station are stored at SCRWA.

Critical Replacement Parts Inventory			
Qty	Description	Mfg	Part#
1	Standby Generator	Detroit Diesel	50DS
2	Submersible Sewage pump	Flygt	3140.09
1	Facility Alarm Dialer	Raco Verbatium	

Critical Replacement Parts Inventory			
Qty	Description	Mfg	Part#
1	6" Mag flow meter	Elsag Bailey Process Automation	10DX4311
1	Emergency Breaker	Square D	FAL34100
2	Motor Breaker	Square D	FAL34040
1	Control Breaker	Square D	FAL12015
1	Main Circuit Breaker	Square D	FAL12030
2	Motor Starter (size 2)	Square D	8536-SDO1V02S
1	Control Power Transformer	Square D	9070-T3000D1
1	Control Transformer	Square D	9070-TF75D23S12
2	Fuse	Gould	OTM-5/250
2	Fuse	Gould	ATQR-10/600V
3	Fuse	Gould	ATM-1/600V
7	Fuse Holder	Littlefuse	L60030M1PQ
2	(NO,NC) Contact	Square D	9001KA3
16	Contact Relay (120Vac)	Potter B.	KRPA14AN-120
18	11 Pin Socket	IDEC	SR3P-05
1	Auto Alternator (13SP)	Flygt	14-40 31 86
3	Time Delay	Flygt	14-40 31 91
1	Time Delay	Square D	JCK13V20
1	Phase Monitor	Flygt	14-40 31 88
1	Telephone Jack	Allen Tel	
5	Basin Float Switch (40')	Grainger	5828859
2	Submersible sewage pump	Fylgt	3153.090.151
1	Submersible sewage pump	Flygt	3153.095 (spare part)
1	Submersible sewage pump repair kit	Flygt	3153.090.180 (spare part)
1	Submersible sewage pump repair kit	Flygt	3153.090.181 (spare part)
1	SCADA/My DRO 850	Mission Communications	M852L (new)

Table 9 – Critical Replacement Parts Inventory

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have inventory lists been audited as scheduled?
- Have any inventory deficiencies or omissions been discovered and rectified?
- Has the City experienced any equipment failure that inhibited a spill response?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 4 by:

- Developing an SOP for updating maps when errors are discovered.
- Developing and using forms (paper or electronic) for data collection to help ensure all pertinent information is consistently collected.
- Periodically evaluating inspection cycle intervals to help ensure they are optimized.
- Requiring staff to demonstrate ability and/or knowledge for all training activities.
- Monitoring equipment and critical spare parts usage and trends.
- Performing periodic audits of the vehicle and equipment inventory List.

APPENDIX 4 INCLUSIONS:

- 4.1 Example Training Record
- 4.2 Example Contractor Spill Response Form
- 4.3 Example Manhole Inspection Form

Specifications 5.19 – Operations and Maintenance

WDR REQUIREMENTS

Specification. 5.19 (pg. 27)

“To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.”

COMPLIANCE

The City’s sewer system O&M program includes:

- Proactive, preventive, and corrective maintenance of gravity sewers;
- Periodic inspection and preventive maintenance of the pump station;
- Rehabilitation and replacement of sewers that are in poor condition; and
- Proper training for City employees and contractors to assure proper operations and maintenance of the collection system facilities.

The City’s Wastewater Collections section is responsible for the normal maintenance and operations of the City’s sanitary sewer collection system.

Gravity Sewer Maintenance

The City’s collection system is divided into 18 sewer maintenance zones with a cleaning schedule established considering the condition of pipes, conditions found in the field, and institutional knowledge. The City currently employs two cleaning crews, one for high priority cleaning and one assigned to system-wide cleaning within the 18 sewer maintenance zones. Cleaning results are currently recorded in Excel but will be transitioned to Cityworks. The following table documents the City’s system-wide cleaning results (excluding the high priority areas).

Calendar Year	Total Feet	Total Miles
2018	242,549	46
2019	450,910	85
2020	273,457	52
2021	No cleaning- Covid	0
2022	318,245	60
2023	65,950	13
2024	179,734	34

Table 10 – System Wide Cleaning Results

The large diameter pipelines (12” inch diameter or larger) are currently not maintained except as needed. The City intends to evaluate the need for maintenance of these large lines, including how and when maintenance should be done either by City staff or service contractors.

High Priority

High Priority lines (“hot spots”) are cleaned monthly, during the first few days of each month. After that, staff clean other areas of the system, with the goal to clean the entire system yearly. The current High Priority lines are listed below. Currently there are 88 pipe segments on the high frequency program totaling 20,178 linear feet.

City staff will be working to develop standard operating procedures for the addition and removal of lines from the high frequency program. This will assure proper cleaning efficiencies and will assist with a better understanding of the requirements for high frequency maintenance activities and may lead to repair or pipe rehabilitations or more aggressive enforcement from the discharge of fats, oils and grease.

District	Location
District 1	Juniper
District 2	3 rd St & Santa Theresa Dr.
	4 th St & Santa Thereas Dr.
	3 rd St between Miller/Rea
	6 th & Princevalle, MH near SW corner
District 3	3 rd St between Church/Eigleberry
	4 th St between Church/Eigleberry
	Between Eigleberry and Church
	5 th St between Hanna/Rosanna
	7 th St between Monterey/Eigleberry
	9 th St between Hanna/Rosanna
	9 th St between Church/Rosanna
District 4	Rosanna & 11 th
	6700 Rosanna
	6941 Church St
	Church St & 11 th St
	Church St N of London Dr
	Garden Court, S/end
	130 London Pl
District 5	N end of Wayland
	Willard Ct & Wren
	Sherwood & Hanna
	Pierce & Monterey

District	Location
	8000 Church St
District 6	Murray Lft Trn (8" line) by Chevron
	Swanston & Forest
	Leavesley MH next to median E of RR
	Monterey MH in front of trans shop
	MH at midblock btwn Hornlein next to RR
	9 th & Alexander MH near SE corner
	Old Gilroy (btwn Chestnut/Forest) S 430' LP
	Old Gilroy (btwn Chestnut/Forest) N 210'

Table 11 – Problem Line Cleaning List

The following table documents the City's High Priority cleaning results. It is noted that while system-wide cleaning was not completed in 2021 due to COVID, the City did clean its High Priority lines. In addition, although the number of lines should remain constant each year, and therefore the total feet/miles cleaned should remain the same each year, City staff did not accurately report the feet of lines that were cleaned. For example, if line cleaning was completed mid-day, the cleaning team would then complete system-wide cleaning in the afternoon. Instead of reporting the feet of high-priority cleaned of lines and the feet cleaned of system-wide lines, the cleaning team would report the total number of feet cleaned for the day. The City intends to create a database to capture accurate values for line cleaning versus system wide cleaning.

Calendar Year	Total Feet	Total Miles
2018	648,597	123
2019	663,082	126
2020	608,912	115
2021	579,854	110
2022	479,076	91
2023	640,375	121
2024	760,614	144

Table 12 – Problem Line Cleaning Results

In the future, line cleaning crews will evaluate cleaning results using the City's "Standard Measures of Observed Results for Collection System Line Cleaning", found in shown in the table below. The use of these new Standard Measures in conjunction with enhanced CCTV inspections will allow the City to develop new need-based cleaning schedules. Staff will place line segments on a higher or lower frequency schedule based upon past cleaning results, history of blockages, spill events, history of cleaning results, video

inspections and professional judgment. The current high frequency maintenance schedule only adds lines and very seldom removes line segments.

Standard Measures of Observed Results for Collection System Line Cleaning

Category	None	Low	Medium	High
Debris / Grit	Code: CL No observable debris or grit	Code: DL Minor <u>amount</u> of debris 15 minutes or less to clean 1 Pass	Code: DM Less than 5 gallons of debris 15-30 minutes to clean 2-3 passes required Requires cleaning twice or less per year Only fine grit	Code: DH More than 5 gallons of debris More than 30 minutes to clean More than 4 passes required Requires cleaning four times per year Operator concern for future stoppage
Grease	Code: CL No observable grease	Code: GL Minor amounts of grease 15 minutes or less to clean 1 pass	Code: GM Small chunks / no "logs" 15-30 minutes to clean 2-3 passes required Requires cleaning twice or less per year	Code: GH Big chunks / "Logs" More than 30 minutes to clean More than 4 passes required Operator concern for future stoppage
Roots	Code: CL No observable roots	Code: RL Minor amounts of roots 15 minutes or less to clean 1 pass	Code: RM Thin / Stringy roots present No large "clumps" 15-30 minutes to clean 2-3 passes required	Code: RH Thick roots present Large "clumps" More than 30 minutes to clean More than 4 passes required Operator concern for future stoppage
Other	Code: CL No observable materials	Code: OL Specify material Minor amounts of material	Code: OM Specify material Less than 5 gallons of material	Code: OH Specify material More than 5 gallons of material Operator concern for future stoppage

Footnote: (a) Times shown are for typical manhole to manhole distance of 250 feet. Longer runs will require longer cleaning times. Judgement will need to be applied by the field crews for varying lengths and pipe diameters.

Table 13 – Standard Measures of Observed Results for Collection System Line Cleaning

Joint Trunk Maintenance

The City shares the operations and maintenance responsibilities of the joint trunk sewer line to the SCRWA Treatment Plant with the City of Morgan Hill. Responsibilities are assigned according to the capacity ratios defined in the 1992 Joint Powers Agreement (found as Attachment 1.3).

Manhole Inspection Program

As pipelines are cleaned, City staff monitor and inspect a select list of manholes that have historically created potential operations and maintenance issues. If the manhole is not found to be flowing freely during an inspection, then additional maintenance in and around the pipe segments connected to the manhole is conducted to assure that these manholes do not create spills or operational problems. The City will begin documenting manhole inspections using a form similar to that found in Appendix 4.3.

The City would like to define and implement a formal manhole inspection program based upon the NASSCO Manhole Assessment Certification Program (MACP) rating system. The inspection program would be conducted in conjunction with regular CCTV inspections. All problem conditions noticed during cleaning would be reported and appropriate repairs initiated.

Smart Covers

The City completed installation of three Smart Covers in 2024. Smart Covers provide increased ability to monitor overflows and optimize collection system cleaning methods and intervals. The Smart Covers were installed at:

- Mesa Rd and Nicole Way
- Ranco Real and Wellburn Ave
- Christmas Hill Park Ranch site

Additional Smart Cover installations are planned as part of the recently approved budgets for Fiscal Years 2026 and 2027 at the following locations:

- Wellburn siphon
- 9th Street between Monterey St/Eigleberry St
- Mesa Rd and Thomas Rd
- Monterey St and I.O.O.F

Lift Station Maintenance

The City owns one sewer lift station which is currently operated and maintained via a service agreement with Jacobs Engineering. The City plans to transfer responsibility for operation and maintenance of the sewer lift station to the Utilities Wastewater Collection Section.

The lift station is checked once a week, and emergency power transfer check is completed once a month.

The lift station includes a SCADA monitoring system. If unusual conditions or alarms are registered, an on-call operator will receive an alert. An emergency response plan has been placed at the pump station and is available at SCRWA.

Force Main

The City maintains the force main from the lift station to the City collection system. The City will begin inspecting the force main at potential discharge locations and will determine an appropriate inspection schedule.

Siphons

The City collection system includes 13 siphons, which are listed in the table below. All siphon pipelines are cleaned monthly.

#	Siphon Title / Name	Cross Street / Location	Length, each pipe	Length, Total	Size Inches	Single / Double
1	Santa Teresa Blvd (Bridge)	Longmeadow Dr	75	150	10	Double
2	Wren Ave	Uvas Park Dr	432	432	18	Single
3	Luchessa Ave (Bridge)	Next to Levee trail / driveway NE side	340	680	12	Double

#	Siphon Title / Name	Cross Street / Location	Length, each pipe	Length, Total	Size Inches	Single / Double
4	Princevalle Channel	Princevalle St MH S bank to Johnson	40	80	8	Double
5	Princevalle Channel	Monterey Rd S. bank, MH 315; frin	50	100	6	Double
6	Princevalle Channel	Auto Mall Prkwy, next to 6475 old Granite Rock	30	60	10	Double
7	Church St (Bridge)	Woodworth Way	140	280	18	Double
8	Welburn Ave (Bridge)	8383 Church (Village Car Wash)	85	170	10	Double
9	IOOF Ave (Bridge)	East of bridge	95	190	10	Double
10	Murray Ave (Bridge)	East end of bridge by Lincoln Court	120	240	15	Double
11	Forest St (Bridge)	Fortunata Place	75	150	10	Double
12	Rogers Lane (Miller Slough)	Below 6 th St (overpass) on N. Side	45	90	27	Double
13	Gilroy Gardens	East bank of Uvas Creek gravel road	400	1200	6, 8 and 10	Triple

Table 14 – Gravity Sewer System Siphons

Root Foaming

As part of the biennial budget development for FY 26 and FY 27, funds have been allocated to reinstate the City's root control treatment program. The City will determine which line segments should receive root treatment, and the appropriate frequency of treatment, based on institutional knowledge.

An effective root control program emphasizes proactive and routine maintenance to reduce system damage and long-term operational costs. These treatments are designed to be translocated within the root structure upon application, preventing regrowth and intrusion. When performed regularly as part of a preventive maintenance strategy, root control treatments help prolong the life of sewer pipes and yield substantial cost savings over time.

Private Sewer Laterals

The City's 1999 Sewer Lateral Maintenance Policy (found in Appendix 1) states that the City will repair and, which are located within the public right-of-way. However, the property owner is responsible for maintenance and repair of the upper laterals, which extends from the house or business up to the right of way point of connection. City intends to update its Municipal Code to include this policy.

The City may voluntarily report spills from private sewer laterals into the CIWQS database as the City becomes aware of the overflows.

IMPLEMENTATION PLAN/SCHEDULE

See "[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)" at the beginning of this document.

5. Design and Performance Provisions

5.1. Updated Design Criteria/Construction Standards/Specifications

WDR REQUIREMENTS

[Attachment D-5.1 \(pg. D-5\)](#)

“Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.”

COMPLIANCE

The City’s [Standard Details and Specifications](#) are found on the Public Works web page. The City’s Standard Details and Specifications are updated on an ongoing basis to reflect current minimum and uniform requirements to be used by all developers, contractors, and engineers for the preparation of plans and the construction of public improvements. The Standard Details and Specifications are to be used in conjunction with the latest revision of all federal, state, Santa Clara County, Santa Clara Valley Transportation Authority, and the Santa Clara Valley Water District standards, specifications, and guidelines.

The City has established standards for both new construction and renewal and replacement work associated with the collection system infrastructure. These standards include design standards for pipes, manholes, laterals, materials and placement of pipes and manholes into the City system. These standards are supported by the sewer section of the standards details. The standards are regularly reviewed and modified as new and innovative construction techniques and materials are approved for use in the City.

The [General Guidelines](#) require that engineering calculations be submitted to the City Engineer, and contain standards for design flow, vertical alignment, horizontal alignment, slope, pipes, building laterals, and manholes.

The [Technical Specifications](#) include standards for pipes, fitting, excavation and backfill, existing manholes, pipe laying, sewer structures, and testing of sewers.

The Standard Details and Specifications do not include standards for lift stations. This is because there are too many variables to consider; each lift station design must be site-specific. Instead, the Engineering Department works with the developer’s registered engineer to determine the appropriate design for the location that the lift station will be installed.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are plan checking QA/QC processes helping to ensure adherence to the standards?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

5.2. Procedures and Standards

WDR REQUIREMENTS

[Attachment D-5.2 \(pg. D-5\)](#)

“Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.”

COMPLIANCE

With respect to the wastewater collection system, the City’s Engineering Division is responsible for overseeing engineering standards, permitting, design and on-going improvements within the city rights-of-way. The Engineering Division also reviews permit applications and provides inspections for all residential, commercial and industrial developments.

The City’s [Technical Specifications](#) include standards for testing of sewers, which includes an exfiltration or infiltration test and a CCTV inspection.

The City’s Engineering Department has full-time Construction Inspectors who inspect both new construction and repairs. The inspector insures all construction meets the City’s standard specifications and other applicable codes. Permits are required for all work on wastewater facilities in the City, and no facility is accepted unless it is permitted, inspected, and tested in accordance with the standard specifications.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were any design or installation deficiencies found during warranty inspections?
- Are deviations from standard procedures and/or specs, testing, etc., justified and documented?
- Does the City stay abreast of industry design standards and technical advances in the industry?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 5 by:

- Staying abreast of industry trends and standards.
- Performing warranty inspections of newly installed or repaired assets to evaluate design and installation practices.
- Evaluating as-built changes for trends and areas for design and performance improvements.

APPENDIX 5 INCLUSIONS:

- None

6. Spill Emergency Response Plan

WDR REQUIREMENTS

Attachment D-6 (pg. D-6)

“The Plan must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
- *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;*
- *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;*
- *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;*
- *Address emergency system operations, traffic control and other necessary response activities;*
- *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;*
- *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;*
- *Remove sewage from the drainage conveyance system;*
- *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;*
- *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
- *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;*
- *Conduct post-spill assessments of spill response activities;*
- *Document and report spill events as required in this General Order; and*
- *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.”*

COMPLIANCE

The City’s Spill Emergency Response Plan (SERP) is a stand-alone document that contains all the key elements necessary for an appropriate spill response: notification, emergency incident response, reporting, and impact mitigation. The current plan, prepared by DKF Solutions Group, LLC, meets the requirements of the WDR. The plan was drafted in 2023 and signed by the LRO in 2025. Initial training was provided to staff in 2023, and refresher training will be conducted annually. The SERP is found as an appendix to this document.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have staff's spill response efforts helped to prevent the discharge of sewage to surface waters?
- Do post-spill assessments indicate staff are following the procedures outlined in the SERP?
- Is SERP training effective and are trainees demonstrating adequate knowledge and abilities?

IMPLEMENTATION PLAN/SCHEDULE

See "[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)" at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 6 by:

- Multiple staff are trained to respond to spill events.
- Post-spill assessments are conducted to evaluate staff's adherence to the SERP and to identify areas for improvement.
- Data collection forms are used to direct staff to collect all the required data to be submitted to CIWQS and are designed as a guide to a proper spill event response.
- The City uses several different spill volume estimation methods to account for different circumstances.

APPENDIX 6 INCLUSIONS:

- 2023 Spill Emergency Response Plan

7. Sewer Pipe Blockage Program

WDR REQUIREMENTS

[Attachment D-7 \(pg. D-7\)](#)

“The Sewer System Management Plan must include procedures for the evaluation of the Enrollee’s service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- *An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- *A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;*
- *The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages.*
- *Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;*
- *Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;*
- *An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- *Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.”*

COMPLIANCE

The City’s [Industrial Wastewater Pretreatment Program](#), which includes FOG control, is a sub-program of the South County Regional Wastewater Authority (SCRWA). The program is implemented by Gilroy’s Community Development Department Fire Prevention Division and serves the cities of Gilroy and Morgan Hill. The Pretreatment Program responsibilities include review and issuance of construction and operational permits for businesses that discharge industrial wastewater to SCRWA, periodic inspections of industries and businesses that discharge industrial wastewater to private and public sewer pipes, and protection of the public’s investment in the SCRWA system.

The WDR’s requirements above are addressed below:

Public Outreach

The City’s webpage includes a [Fats Oils Grease Disposal](#) link that asks residents to dispose of FOG by pouring it into a container, scraping pots before washing, and putting all FOG into the trash. The City has a [Best Management Practices for Restaurants](#) webpage which includes information on how to manage grease. The City has produced a YouTube PSA in coordination with the local children’s actors’ guild.

The Pre-treatment team provides public information and outreach for the FOG Control Program. The City enhances this team's effort by providing utility bill stuffers regarding FOG and FOG controls and posting information on social media. For example, the City's Utility bills have included a flier on Fat-Oil-Grease which is sent out near the end of year holidays. Gilroy Email Express is opened by ~11,500 subscribers. Additional outreach through Facebook and Instagram posts during the holiday season extends visibility to even more people.

Disposal

FOG generated by Food Service Establishments (FSEs) is collected in grease interceptors or grease traps which are maintained by the FSEs. The accumulated FOG is pumped out by licensed haulers hired by the FSE and taken to the haulers' own facilities. City staff remove FOG from the collection system during routine pipe maintenance. This grease is disposed of at the SCRWA WWTP on an as-needed basis.

Legal authority to prohibit discharges.

The City's Municipal Code [Sections 19.100](#) and [19.102](#) prohibits the discharge of certain wastes. In addition, Section 2.1 of the [SCRWA Sewer Use Ordinance](#) contains similar prohibitions on discharges that will pass through or cause interference with the operation or performance of the WWTP.

Requirement to install grease interceptors, design standards, etc.

Section 3.2 of SCRWA's [Sewer Use Ordinance](#) #2024-01 requires that grease interceptors be installed at any establishment where grease or other objectionable materials may be discharged to the collection system. The Ordinance states, "Interceptors shall be constructed in accordance with applicable standards approved by the Authority." These standards are found as Attachment 7.1. In addition, the City has adopted the 2016 California Plumbing Code which also provides authority for grease removal devices.

Authority to inspect and enforce.

Section 6.1 of SCRWA's [Sewer Use Ordinance](#) states that "The Authority Manager shall have the right to enter the premises of any user to ascertain whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the Authority Manager ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties."

Enforcement options are described in Section 8 of the Sewer Use Ordinance, and include violation notices, consent orders, compliance orders, cease and desist orders, administrative fines, and suspension or revocation of the wastewater discharge permit.

FOG-related problem areas.

The City has identified and maintains many collection system lines and siphons on a high frequency line maintenance list (details found in Section 5.19). These lines have experienced grease accumulation in the past and are cleaned on varying frequencies based upon severity. The single largest area for high frequency maintenance is the downtown area with a high concentration of restaurants.

Source control measures.

SCRWA and the City have identified and permitted 152 food service establishments (FSE) in the City of Gilroy and 121 in the City of Morgan Hill. In 2024, inspectors completed 116 inspections. An example inspection form is found as Attachment 7.2. During each inspection, a form reviewed by the State and Federal auditors is completed and educational materials are provided.

The City's Fire Prevention Division administers the Industrial Wastewater Pretreatment Program and conducts inspections of FSEs. A Grease Trap Maintenance Log (Attachment 7.3) is to be kept by FSEs. Three years of grease removal records are required to be kept at the facility and be available for inspection.

Operations and Maintenance crews report issues to the Fire Prevention Division when they find substantial amounts of grease in lines close to FSEs. Maintenance crews will also notify the Fire Prevention Division if they find a discharge from a grease trap.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any blockages/spills from any identified problem area?
- Is the City receiving feedback on public outreach efforts?
- Are the debris and other sewage solids collected during cleaning activities being disposed of appropriately?
- Have there been spills due to excessive fats, oil, grease, roots, or non-dispersible wipes discovered in the sewer system during the audit period?
- Are there repeat offenders among FSEs?
- Are enforcement trends decreasing?
- Are Source Control and Collection staff included in the plan check process?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 7 by:

- Inspection of select assets directly downstream of grease producing businesses to ensure source control is effective.
- Residential FOG outreach and education program.
- Performance of regular assessments of system assets to monitor performance.
- QA/QA process for evaluating pipe cleaning effectiveness.
- Daily disposal of pipe blocking materials retrieved during maintenance activities.

APPENDIX 7 INCLUSIONS:

- 7.1 Grease Interceptor Requirements
- 7.2 Industrial Waste Pretreatment Inspection Form
- 7.3 Grease Trap Maintenance Log

8. System Evaluation, Capacity Assurance, Capital Improvements

WDR REQUIREMENTS

Attachment D-8 (pg. D-7/D-8)

"The Plan must include procedures and activities for:

- *Routine evaluation and assessment of system conditions;*
- *Capacity assessment and design criteria;*
- *Prioritization of corrective actions; and*
- *A capital improvement plan."*

8.1. System Evaluation and Condition Assessment

WDR REQUIREMENTS

Attachment D-8.1 (pgs. D-7/D-8)

"The Plan must include procedures to:

- *Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;*
- *Identify and justify the amount (percentage) of its system for its condition to be assessed each year;*
- *Prioritize the condition assessment of system areas that:*
- *Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;*
- *Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;*
- *Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List.*
- *Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection method;*
- *Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;*
- *Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and*
- *Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions."*

COMPLIANCE

The above requirements are addressed below:

System Evaluation:

The City's collection system evaluation involves every component of the City collection system, including pipelines, manholes, and siphons. It is of key importance to regularly perform pipeline condition assessments to initially establish a baseline condition and to monitor changes over time. The City uses visual inspections, CCTV inspections, and spill data to evaluate the performance of system assets and adjust, as necessary.

Justify the amount of system assessed each year:

The City has diligently maintained its collection system, which has resulted in a very low spill rate. It's goal is to clean the entire system at least yearly, and high priority lines multiple times per year. The City has not yet determined the optimal cleaning interval or CCTV inspection interval for all segments. Once a CCTV inspection has been completed for the entire system, staff will evaluate the findings to determine the optimal cleaning and inspection frequency.

Prioritize condition assessment areas:

The City does not currently prioritize condition assessments based on environmental consequences or proximity to surface waters, but intends to do so in the future.

Assess system using visual observations, etc.:

The City mainly assesses its system conditions using visual observation. Video surveillance is used after a line repair or a spill.

Evidence of flow exiting from system:

The City is currently not aware of any sewage that exits the collection system. The City actively inspects and maintains its collection system to prevent sewage from exiting and impacting the environment.

Maintain documents:

The City maintains most inspections, maintenance, and system evaluations in Excel databases, with some data captured in CMMS and GIS programs. These records are currently stored at the City offices or within the CMMS program.

Climate change:

The City has not yet evaluated whether any of its assets are vulnerable to climate change, but will do so.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City maintained its schedule for inspecting the sewer assets listed below and is data being reviewed in a timely manner?
- CCTV Gravity Mains
- Laterals
- Manholes
- Pump Stations
- Are inspection efforts discovering deficiencies in a timely manner?

- Are maintenance and inspection activities being properly documented?

IMPLEMENTATION PLAN/SCHEDULE

See "[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)" at the beginning of this document.

FINAL DRAFT

8.2. Capacity Assessment and Design Criteria

WDR REQUIREMENTS

Attachment D-8.2 (pgs. D-8/D-9)

“The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;*
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events.*
- The capacity of key system components; and*
- Identify the major sources that contribute to the peak flows associated with sewer spills.*
- The capacity assessment must consider:*
- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;*
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;*
- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;*
- Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;*
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and*
- Necessary redundancy in pumping and storage capacities.”*

COMPLIANCE

The City completed a [Sanitary Sewer Master Plan](#) in 2023. The Master Plan evaluates the City’s sewer collection system and recommends capacity improvements necessary to service the needs of existing users and for servicing the future growth of the City. The Master Plan is intended to serve as a tool for planning and phasing the construction of future sewer collection system infrastructure for the projected buildout of the City’s service area. The area and horizon for this master plan is based on the City’s General Plan. The Master Plan includes the following tasks: (a) summarizing the City’s existing sewer collection system facilities, (b) documenting growth planning assumptions and known future developments, (c) summarizing the sewer system performance criteria and design storm event, (d) projecting future sewer flows, (e) updating and validating the City’s hydraulic model based on the City’s Geographic Information Systems (GIS), (f) evaluating the adequacy of capacity for the sewer collection system facilities to meet existing and projected peak dry weather flows and peak wet weather flows, (g) recommending a capital improvement program (CIP) with an opinion of probable construction costs, and (h) performing a capacity allocation analysis for cost sharing purposes.

In general, the Master Plan’s hydraulic model indicated that the sewer collection system exhibited acceptable performance to service the existing customers during peak dry weather flows, with three exceptions (two segments on Welburn Ave and one segment on Loof Ave). The wet weather flow analysis for existing customers indicated that the sewer collection system exhibited acceptable performance to service the existing customers during peak wet weather flows with six exceptions (Loof Ave, Welburn Ave, Forest St, Old

Gilroy St, Third St, and Santa Theresa Dr). Future flows were then added to the hydraulic model, and the existing system was expanded to serve these future customers. The Master Plan lists the additional improvements needed for growth.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Number of capacity-related spills or surcharge condition during the audit period.
- Has the system responded to rain events as indicated by the hydraulic model?
- Has there been any changes to zoning designations (residential, commercial, industrial)?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

8.3. Prioritization of Corrective Action

WDR REQUIREMENTS

[Attachment D-8.3 \(pg. D-9\)](#)

“The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.”

COMPLIANCE

The 2023 Master Plan identifies areas that may need capacity increases. However, it did not prioritize these based on the consequences of potential spills. Moving forward, the City intends to prioritize its CIP projects based, in part, on the potential for spills and will document how projects were selected for funding.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City adhered to its system evaluation/condition assessment schedule?
- Has the City adhered to its prioritization/corrective procedures for sewer repair and capacity improvement projects?
- Have projects been completed before deficiencies caused failures?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

8.4. Capital Improvement Plan

WDR REQUIREMENTS

Attachment D-8.4 (pg. D-9)

“The capital improvement plan must include the following items:

- *Project schedules include completion dates for all portions of the capital improvement program;*
- *Internal and external project funding sources for each project; and*
- *Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.”*

COMPLIANCE

The 2023 [Sanitary Sewer Master Plan](#) includes a recommended Capital Improvement Program (CIP), designed to address current issues and to provide adequate sewer capacity for future flows. The City’s [Capital Improvement Program](#) for FY 2024 through FY 2028 includes recommended projects for both the collection system and the Joint Truck line. Most of the funded projects were identified in the Master Plan.

The City re-evaluates its CIP project list biennially. The City adopted budget for FY 26 and FY 27 includes the allocated amounts for the Wastewater CIP Projects. Further details about the projects are provided below:

Master Plan Projects (CIP# 800970) includes 15 individual projects within six system areas that are recommended. The purpose of these projects is to mitigate existing deficiencies in the City’s sewer system and implement improvements to service anticipated future growth throughout the City. The projects include pipeline replacements as well as new pipeline improvements. The projects in each sub-trunk system area are:

- Santa Teresa - Long Meadow Sub-trunk – 1 Replacement
- Welburn Sub-trunk – 2 Replacements
- Forest-Swanston Sub-trunk – 2 Replacements
- Old Gilroy Sub-trunk – 2 Replacements
- Uvas Park Sub-trunk – 5 Replacements and 1 New
- Thomas Sub-trunk – 2 Replacements

Annual Citywide Sewer Repair and Rehabilitation Program (CIP#800490). For FY 26 and FY 27, the total amount allocated to this CIP project is \$535,000. This annual project will include sewer main repairs that are beyond the capability of City maintenance crews who perform spot repairs. The project would include various locations identified through regular video inspection activities, maintenance, and operational activities. Work may also include engineering design, construction, construction management, and inspection. The work will include various diameters of pipe in locations throughout the City. In addition, areas with frequent customer concerns or service requests may be included in this program.

Carmel-Dowdy Alley-Sixth to Seventh Sewer Replacement (CIP#800520). Funded at \$85,000 for FY 27. This project will replace and upgrade approximately 600 linear feet of existing 8” sewer pipe to a 10” sewer pipe in the alley between Carmel Street and Dowdy Street from Sixth Street to Seventh Street.

Large Diameter Sewer Rehab Citywide (CIP#800530). Funded at \$1,410,000 for FY26 and FY27., this project would repair sewer mains 10” and larger throughout the City that were inspected and assessed in 2009. The

project includes various locations. The first year will include verifying the locations, design, and scoping. Construction will be completed in subsequent years.

Monterey and Princeville Sewer Network. (CIP#800540) Funded at \$935,000 for FY 27. This project will replace and upgrade approximately 4,500 linear feet of existing sewer lines between the intersections of Princeville Street/Catherine Court and Monterey Road/Luchessa Avenue. This replacement will consist of upsizing the current 18" sewer pipes to 21".

Old Gilroy – Chestnut to Forest Sewer Upgrade (CIP#800550). Funded at \$325,000 for FY26 and FY27. This project will redesign and modify a sewer manhole that has two sewer lines running through it, including the higher as a PVC pipe with the crown removed, and the lower being an older line that may now be abandoned. Investigation into the actual extent of the deeper, apparently abandoned line will allow for proper design of how best to remove this potential overflow location from being a concern.

Seventh St -Carmel Dowdy to Hanna Sewer Replacement (CIP#800560). Funded at \$64,000 for FY27. This project will replace and upgrade approximately 739 linear feet of existing 8" sewer pipe to a 10" sewer pipe on Seventh Street from the alley between Carmel Street and Dowdy Street to the alley between Hanna Street and Rosanna Street. This project is part of three segments to be replaced in this subtrunk.

Joint Morgan Hill-Gilroy Trunk Line Repairs. Funded at \$3,357,000 for FY 26 and FY 27. The Joint Trunk Sewer Improvements Project includes 8 projects in the Joint Trunk Pipeline between the Cities of Gilroy and Morgan Hill. The purpose of these projects is to mitigate existing deficiencies in the City's sewer system joint trunk pipeline. The projects include emergency to intermediate pipeline and manhole repairs.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City's capital improvement plan schedule been adhered to?

IMPLEMENTATION PLAN/SCHEDULE

See "[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)" at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 8 by:

- Is there an annual review of the Capital Improvement Plan by all appropriate individuals including both Engineering and Operations?

APPENDIX 8 INCLUSIONS

- None

9. Monitoring, Measurement, and Program Modifications

WDR REQUIREMENTS

Attachment D-9 (pg. D-9)

“The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- Monitoring the implementation and measuring the effectiveness of each Plan element;*
- Assessing the success of the preventive operation and maintenance activities;*
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes.”*

COMPLIANCE

The above requirements are addressed below:

Maintaining Information:

The City maintains accurate and relevant inspection and maintenance records for the collection system, including field data such as pipe cleaning and inspection frequencies, FSE inspections, and information regarding spills. Much of the documentation is maintained electronically, which allows for ease of access and analysis. This helps City staff to make sound decisions and prioritize activities when dealing with the routine and the unexpected.

Monitoring SSMP elements:

Monitoring of the City’s SSMP focuses on each element in terms of its implementation and effectiveness. The SSMP has been designed to include key performance indicators for each element, which are used to measure effectiveness. In addition, implementation responsibilities are included for each element to help ensure the SSMP is being implemented as intended.

Assessing Preventative Operations:

The City assesses the success of maintenance and operation activities by ensuring activities are being performed as expected, by monitoring results compared to intended outcomes, as well as monitoring spill trends.

Updating the SSMP:

The City is committed to continuous improvement and monitors and evaluates performance of work programs and SSMP elements to ensure intended outcomes are achieved while looking for areas of improvement. Although the SWRCB requires that the SSMP be updated every six years, the SSMP is considered a dynamic document that may require updating on a more frequent basis. Routine changes to administrative information, notwithstanding, minor changes will likely be required to address improvements identified through the SSMP Audit or as conditions change.

Identifying Spill Trends:

The City monitors spill trends, at a minimum every three years during required audits, utilizing its CMMS database, inspection records, and CIWQS data. These resources are helpful in planning and programming work, enabling the City to be adaptive and capitalize on lessons learned.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Elements being periodically evaluated for effectiveness?
- Are work activities and spill events being documented?
- Has a plan and schedule been established to address audit findings/deficiencies from the last audit?
- Is Trend Analysis being performed on spill causes?
- Have work programs been assessed and updated as necessary?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 9 by:

- Development of key performance indicators to measure effectiveness of the SSMP.
- Performing periodic reviews of the SSMP to help ensure it is being properly implemented.
- Developing and adhering to a timeline to correct deficiencies found during the audit process.
- Periodically evaluating work programs to help ensure effectiveness.

APPENDIX 9 INCLUSIONS:

- None

10. Internal Audits

WDR REQUIREMENTS

[Attachment D-10 \(pg. D-10\)](#)

“The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.”

COMPLIANCE

The City has not yet completed the Audit for the period of August 2021 through August 2024 but has contracted with Fischer Compliance LLC to prepare it. It is anticipated that the audit will be completed by December 2025, at which time it will be uploaded to CIWQS and placed on the City’s website.

In the future, the City will complete audits every three years following the WDR schedule. The objective of the audit is to evaluate compliance, implementation and effectiveness of the SSMP. Additionally, the SSMP includes a description of how the City will comply with the requirements of each Element.

The audit review includes an evaluation to determine if compliance has been met. A list of priority improvement opportunities will be prepared and updated as part of the audit program. Improvement opportunities will be used to prioritize and develop program modifications and will be initiated based on the priority and the available funding. An overview of SSMP related work completed between audits will be included in the program audits.

Implementation is evaluated by determining if the City is executing the SSMP as stated.

Effectiveness is evaluated by using key performance indicators, which have been developed specifically for each element. An additional evaluation is performed to comply with Specifications 5.6 addressing resilience.

Resilience indicators have been developed for each element. These indicators serve to demonstrate how resilience is built into the SSMP and inspection, maintenance, and spill response activities.

Any deficiencies discovered through the audit process are noted and a plan and schedule to implement corrective measures are established. All audit reports will be certified by the City’s LRO. All changes or modifications of the SSMP resulting from the Audit shall be listed in the SSMP Change Log.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have audits been performed as required?
- Have the audits assessed compliance, implementation, and effectiveness?
- Have deficiencies been identified?
- Has a plan and schedule to rectify the deficiencies been established?

IMPLEMENTATION PLAN/SCHEDULE

See [“SSMP Action Items Checklist \(Implementation Plans and Schedules\)”](#) at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 10 by:

- Periodically evaluating key performance indicators during the audit period to assess effectiveness and make corrections, if necessary, prior to the audit.
- Evaluating previous audits to ensure deficiencies have been rectified.
- Scheduling the audit due dates and completing the audit on time.

APPENDIX 10 INCLUSIONS:

- None

11. Communication Program

WDR REQUIREMENTS

Attachment D-11 (pg. D-10)

“The Plan must include procedures for the Enrollee to communicate with:

- *The public for:*
- *Spills and discharges resulting in closures of public areas, or that enter a source of drinking water; and*
- *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- *Owners/operators of systems that connect into the Enrollee’s system, including satellite systems, for:*
- *System operation, maintenance, and capital improvement-related activities.”*

COMPLIANCE

Spills:

When a spill is identified, standard procedure is to secure the affected area. This is generally done using barricades, cones, and caution tape. Should the City experience a spill that may require closure of public areas or enter a source drinking of water, signs will be immediately placed indicating the issue and providing contact information. Staff will remain on site to provide an additional safety factor until appropriate authorities respond and direct otherwise. In all cases, the City will follow the advice of higher authorities, such as the local environmental health department and other regulatory authorities.

Public Participation:

There are several opportunities for stakeholders and the public to participate and provide input into the development and update of the City’s SSMP. During its initial development stage, as with each SSMP Audit and update of the SSMP, the SSMP and related documents are presented to the City Council for review and acceptance. Prior to each City Council Meeting, these documents are included in Agenda packet which are readily available for review on the City’s website.

Satellite Systems:

The City shares the Joint Trunk line to the SCRWA with the City of Morgan Hill. Representatives from both cities are on SCRWA’s Board of Directors, allowing direct and timely communication.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Does the City place all SSMP action items on the agenda for regular counsel/board meetings?
- Does the City have signage, or other means, readily available to notify the public of environmental or public risk factors related to a sewage spill?
- Does the City perform outreach to residential customers?

IMPLEMENTATION PLAN/SCHEDULE

See “[SSMP Action Items Checklist \(Implementation Plans and Schedules\)](#)” at the beginning of this document.

RESILIENCE

Resilience is addressed in Element 11 by:

- Use the SSMP as a tool to communicate to the public how the City is managing the system.
- Maintain a consistent presence in the service area by attending community events or issuing periodic newsletters or other communications to the public.
- Make it clear and easy for the public to contact the City.

APPENDIX 11 INCLUSIONS

- None

List of Appendices

APPENDIX 1	1.1 Gravity Sewer System Specific Details (size, materials, age) 1.2 1999 Sewer Lateral Maintenance Policy 1.3 1992 Joint Exercise of Powers Agreement Creating the South County Regional Wastewater Authority
APPENDIX 2	None
APPENDIX 3	None
APPENDIX 4	4.1 Example Training Record 4.2 Example Contractor Spill Response Form 4.3 Example Manhole Inspection Form
APPENDIX 5	None
APPENDIX 6	2023 Spill Emergency Response Plan
APPENDIX 7	7.1 Grease Interceptor Requirements 7.2 Industrial Waste Pretreatment Inspection Form 7.3 Grease Trap Maintenance Log
APPENDIX 8	None
APPENDIX 9	None
APPENDIX 10	None
APPENDIX 11	None

Appendix 1

Gravity Sewer System Size Distribution			
Diameter, inches	Number of Line Segments	Pipe Length, linear feet	% of Sewer System
Unknown and Less than 3 inches	124	24,404.18	2.70
4"	34	3,573.88	0.39
6"	686	134,583.53	14.86
8"	2,732	479,231.48	52.92
10"	418	84,534.58	9.34
12"	260	58,409.34	6.45
14"	3	327.26	0.04
15"	64	21,443.18	2.37
16"	2	135.56	0.01
18"	183	43,388.82	4.79
24"	55	13,753.76	1.52
27"	46	12,542.07	1.39
30"	9	3,428.74	0.38
33"	52	19,562.94	2.16
42"	15	5,809.50	0.64
48"	5	375.08	0.04
Total	4,688	905,503.89	100
Total, miles		171.50	

Gravity Sewer System Materials of Construction			
Material	Number of Line Segments	Pipe Length, LF	% of Sewer System
Unknown	5	Unknown	
Requiring Field Check	728	173,255.39	19.13
ACP	5	1,064.90	0.12
DIP	58	10,656.15	1.18
PVC	1,054	145,306.35	16.05
RCP	4	674.62	0.07
VCP	2,834	574,546.48	63.45
Total	4,688	905,503.89	100
	Total, miles	171.50	

Gravity Sewer System Inventory of Sewer Lines by Pipe Age				
Age in Years	Construction Period	Linear Feet of Gravity Sewers	Miles of Gravity Sewers	% of System
0-15	2010-current	109,036.02	20.65	12.04
16-35	1990-2009	239,960.87	45.45	26.50
36-55	1970-1989	188,678.24	35.73	20.84
56-75	1950-1969	39,403.32	7.46	4.35
76-95	1930-1949	6,040.48	1.14	0.67
96-115	1910-1929	-	0.00	0.00
>115	Before 1910	-	0.00	0.00
Unknown		322,384.96	61.06	35.60
		Total Miles	171.50	



City of Gilroy

COMMUNITY DEVELOPMENT DEPARTMENT

Norman S. Allen, P.E., Director

Planning Division	(408) 846-0440	FAX (408) 846-0429
Engineering Division	(408) 846-0450	FAX (408) 846-0429
Building, Life & Environmental Safety Division	(408) 846-0430	FAX (408) 846-0429
Housing & Community Development	(408) 846-0290	FAX (408) 846-0429

December 28, 1999

SEWER LATERAL MAINTENANCE POLICY

The City of Gilroy, in an effort to improve customer service and monitor and control construction methods within the public right-of-way, effective immediately, institutes the following sewer lateral maintenance policy:

1. **Property Owners' Responsibility** - The property owners are responsible for cleaning their lateral from the building to the main in the street or alley. Property owners are also responsible for repair of their lateral from the building to the right-of-way line of the street or alley. The owners are also responsible for their lateral within backyard-type easements and for the clean-out at property line.
2. **City of Gilroy's Responsibility** - The City of Gilroy is responsible for repairs to sewer laterals within the street right-of-way (from the main to the street or alley right-of-way). Sewer mains in streets, alleys and easements will continue to be cleaned and repaired by the City.
3. New developments may have to replace old sanitary sewer laterals as a condition of their development.
4. New developments and remodels shall install a clean-out at the property line on each sewer lateral.
5. There will be no charge to homeowners for the City to check for sanitary sewer main line stoppages.

NSA:mg
HANDOUTS\SEWLATL

7351 Rosanna Street, Gilroy, CA 95020

JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY

By and Between

THE CITY OF GILROY

AND

THE CITY OF MORGAN HILL

May 19, 1992

JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY

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JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SOUTH COUNTY REGIONAL
WASTEWATER AUTHORITY

THIS AGREEMENT is made and entered into effective the First day of June, 1992, by and between the City of Morgan Hill, a municipal corporation duly organized and existing pursuant to the laws of the State of California (herein called "Morgan Hill"), and the City of Gilroy, a municipal corporation duly organized and existing pursuant to its charter and the laws of the State of California (herein called "Gilroy"); the two cities are herein together referred to as the "Member Agencies";

WITNESSETH:

WHEREAS, Pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Joint Exercise of Powers Act") two or more public agencies by agreement may, if authorized by their legislative or other governing bodies, jointly exercise any power common to such public agencies; and

WHEREAS, the Member Agencies are each empowered by law to purchase, lease, receive, hold and enjoy real and personal property and control and dispose of it for the common benefit, and to own, operate and maintain systems, plants, buildings, works and other facilities for the collection, treatment and disposal of sewage, waste and storm water, including wastewater treatment and disposal plants and works and facilities in connection therewith, and reclamation facilities; and

WHEREAS, the Member Agencies have previously entered into a joint powers agreement (the "Agreement of 1979") regarding the ownership, operation, maintenance and use of the existing sewage treatment plant, including reclamation facilities (the "Existing Treatment Plant") which each Member Agency is currently using for the treatment and disposal of its wastewater; and

WHEREAS, the Member Agencies have determined that the Existing Treatment Plant does not have sufficient capacity to serve their needs and that it is necessary to construct new wastewater facilities in order to do so; and

WHEREAS, upon completion of the new wastewater facilities, the Existing Treatment Plant will be abandoned except to the extent components thereof, if any, are incorporated into the new facilities; and

WHEREAS, upon the effective date of this Agreement the Member Agencies intend that the Agreement of 1979 be terminated and of no further force and effect, but the Member Agencies desire to carry forward certain of the provisions thereof as set forth herein; and

WHEREAS, the Member Agencies have determined that their present and future needs for the collection, treatment and disposal of sewage, waste and storm water, and for reclamation, can best be achieved through their cooperative action, and that a joint exercise of powers authority should be formed for the purpose of exercising such actions, including the financing of the acquisition and construction of the new wastewater facilities; and

WHEREAS, the Member Agencies are each authorized to contract with the other for the purposes set forth above; and

WHEREAS, it is intended hereby that the Authority herein created plan, develop and implement regional solutions to the wastewater treatment and management problems resulting from the generation of wastewater within the service areas of the Member Agencies in accordance with all applicable federal, state and regional water quality requirements, and consistent with the respective planning needs of each Member Agency.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified:

Agreement

The term "Agreement" shall mean this Joint Exercise of Powers Agreement as the same now exists or as it may from time to time be amended pursuant to the provisions hereof.

Agreement of 1979

The term "Agreement of 1979" shall mean the agreement between the Member Agencies, dated April 18, 1979, entitled "1979 Joint Exercise of Powers Agreement between the City of Gilroy and the City of Morgan Hill Relating to Joint Wastewater Management Facilities" as supplemented and amended.

Authority

The term "Authority" shall mean the South County Regional Wastewater Authority created by this Agreement.

Board

The term "Board" or "Board of Directors" shall mean the governing body of the Authority.

Existing Treatment Plant

The term "Existing Treatment Plant" shall mean the existing wastewater treatment plant and disposal facilities, including reclamation facilities, known as the "Joint Gilroy/Morgan Hill Sewage Treatment Plant" owned, operated and maintained pursuant to the Agreement of 1979.

Fiscal Year

The term "Fiscal Year" shall mean July 1st to and including the following June 30th.

Gilroy

The term "Gilroy" shall mean the City of Gilroy, a municipal corporation duly organized and existing pursuant to its charter and the laws of the State of California.

Joint Exercise of Powers Act

The term "Joint Exercise of Powers Act" shall mean Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (being Sections 6500 et seq. thereof) as such Act now exists or as it may hereafter be amended.

Member Agency, Member Agencies

The term "Member Agency" shall mean either Gilroy or Morgan Hill. "Member Agencies" shall mean Gilroy and Morgan Hill.

Morgan Hill

The term "Morgan Hill" shall mean the City of Morgan Hill, a municipal corporation organized and existing pursuant to the laws of the State of California.

Project

The term "Project" shall mean any systems, plants, buildings, works or other facilities or properties for the collection, treatment or disposal of sewage, waste or storm water, including reclamation facilities, together with parking, site development, landscaping, utilities, equipment, furnishings, improvements and all appurtenant and related facilities, together with land necessary therefor, acquired, constructed or financed by the Authority pursuant to this Agreement. "Project" shall also include any plans, studies or other development work in connection with acquisition and construction of any of the foregoing.

ARTICLE II

CREATION OF AUTHORITY; PURPOSE AND POWERS

Section 2.1. Authority Created. There is hereby created an agency and public entity to be known as the "South County Regional Wastewater Authority". The Authority is formed by this Agreement pursuant to the provisions of the Joint Exercise of Powers Act. As provided in the Joint Exercise of Powers Act, the Authority shall be a public entity separate from its Member Agencies. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Member Agencies; provided, that any Member Agency may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or such amendment, as the case may be, to be prepared and filed with the Office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Joint Exercise of Powers Act.

Section 2.2. Purpose. The purpose of this Agreement is to provide for the joint exercise of powers common to the Member Agencies. The Member Agencies are each empowered by the laws of the State of California to exercise the powers specified in the recitals herein, including acquiring, constructing, maintaining and operating systems, plants, buildings, works and other facilities or properties for the collection, treatment or disposal of sewage, waste or storm water, including wastewater and disposal plants and works and facilities in connection therewith, and reclamation facilities, and to adopt and enforce uniform wastewater treatment standards and regulations. These common powers will be jointly exercised in the manner hereinafter set forth.

Section 2.3. Powers. The Authority, in its own name, or for the benefit of the Member Agencies, shall have the power to acquire by purchase, lease, contribution, eminent domain or otherwise, real or personal property, and to plan for, develop, contract for, own, acquire, construct, finance, operate and maintain any systems, plants, buildings, works and other facilities for the collection, treatment and disposal of sewage, waste and storm water, including sewage treatment and disposal plants and works and facilities in connection therewith, and reclamation facilities.

The Authority is authorized in its own name to do all acts necessary or convenient to the exercise of said powers for said purposes, including but not limited to any or all of the following:

- (i) To exercise jointly the common powers of its Member Agencies in studying, planning and implementing ways and means to provide for the collection, treatment and disposal of sewage, wastewater and storm water, and for reclaimed water.
- (ii) To make and enter contracts.
- (iii) To contract for the services of engineers, attorneys, planners, financial consultants or other agents, and separate and apart therefrom, to employ such other persons, as it deems necessary.
- (iv) To acquire, construct, manage, maintain and operate any buildings, works, or improvements.
- (v) To acquire, hold and dispose of property.
- (vi) To incur debts, liabilities, or obligations subject to limitations herein set forth.
- (vii) To sue and be sued in its own name.
- (viii) To apply for an appropriate grant or grants and/or loan or loans under any federal, state or local programs for assistance in developing any of its Projects.
- (ix) To establish rates, tolls, fees, rentals, or other charges in connection with the facilities and services provided by the Authority subject to the limitations set forth in Section 4.2(c) hereof.

- (x) To plan for, construct, operate, or maintain a Member Agency's sole-use facilities when specifically requested by that Member Agency, or when necessary to meet joint discharge requirements.
- (xi) To adopt regulations establishing uniform wastewater treatment standards and regulations throughout the jurisdictions of the Member Agencies in order to enable the Authority to comply with its NPDES permit and any applicable federal and state regulations; when authorized by a Member Agency, implement, and enforce through civil or criminal means, such standards and regulations on behalf of the authorizing Member Agency; and, on its own behalf, implement, and enforce through civil or criminal means, such standards and regulations.
- (xii) To issue revenue bonds in accordance with the following laws:
 - (a) Article 2, Chapter 5, Title 1, Division 7 of the California Government Code, commencing with Section 6540.
 - (b) Chapter 6, Title 5, Division 2 of the California Government Code, commencing with Section 54300.
 - (c) Chapter 5, Part 3, Division 5 of the California Health and Safety Code, commencing with Section 4950.
- (xiii) To use other financing acts, including, but not limited to, the Mello-Roos Community Facilities District Act of 1982, the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915.
- (xiv) To exercise any of the powers set forth in Section 6588 of Article 4 (Marks-Roos Local Bond Pooling Act of 1985) of the Joint Exercise of Powers Act.

Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon a general law city in the exercise of its powers.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Joint Exercise of Powers Act, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2.2.

ARTICLE III

ORGANIZATION

Section 3.1. Governing Board. The Authority shall be administered by a Board of Directors, which shall consist of five persons, each serving in his or her individual capacity as a Director of the Authority. Three Directors shall be council members of the City Council of Gilroy, and two Directors shall be council members of the City Council of Morgan Hill. Such Directors shall be appointed within thirty (30) days after execution of this Agreement by their respective City Councils. The City Council of each Member Agency shall also appoint alternate Directors whose names shall be on file with the Secretary of the Authority and who may assume all rights and duties of an absent Director representing the appointing Member Agency.

Each Director shall serve on the Board at the pleasure of the City Council by whom such Director was appointed and may be removed at any time, with or without cause, at the sole discretion of such City Council. In any case, the term of office as Director shall terminate if and when such Director ceases to be a member of such City Council.

The Directors may receive compensation for serving as such as established by the Board, and shall be entitled to reimbursement for expenses incurred in the conduct of the business of the Authority if the Board determines that such expenses shall be reimbursed.

Section 3.2. Meetings of the Board.

(a) **Regular Meetings.** The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(b) **Special Meetings.** Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) **Legal Notice.** All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)).

(d) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each Member Agency.

(e) Bylaws, Rules and Regulations. The Board may adopt bylaws, rules and regulations for the conduct of its affairs.

(f) Conflict of Interest Code. The Board by resolution shall adopt a Conflict of Interest Code as required by law.

(g) Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, provided there is at least one Director from each Member Agency, except that less than a quorum may adjourn from time to time.

(h) Powers and Limitations Thereon. All power and authority of the Authority shall be exercised by the Board, subject, however, to the reserved rights of the Member Agencies as herein set forth. Each Director shall be entitled to one vote and, unless otherwise provided herein, a vote of the majority of those present and qualified to vote, provided such majority is comprised of at least one Director from each Member Agency, may adopt any motion, resolution or order and take any other action they deem appropriate to carry forward the objectives of the Authority.

(i) Consent or Approval of Member Agency. The consent or approval of a Member Agency in any matter requiring such consent or approval hereunder shall be evidenced by a certified copy of the resolution or other action of the City Council of such Member Agency filed with the Authority.

Section 3.3. Officers; Staff; Other Personnel.

(a) The Authority shall have three officers: Chairperson, Vice-Chairperson, and Secretary. The Board shall elect a Chairperson of the Authority and a Vice-Chairperson of the Authority from among its Directors and shall appoint a Secretary of the Authority who may, but need not, be a Director.

(b) The City Treasurer of Gilroy is hereby initially designated as Treasurer of the Authority as required by Section 6505.5 of the Joint Exercise of Powers Act. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in the Joint Exercise of Powers Act.

(c) The Finance Director of Gilroy is hereby initially designated as Controller of the Authority as required by Section 6505.5 of the Joint Exercise of Powers Act and shall draw all warrants and pay demands against the Authority approved by the Board, and as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

(d) In lieu of the designation of a Treasurer and Controller as provided in Subsection 3.3(b) and (c) hereof, the Authority may, at any time, appoint one of its officers or employees to either or both of such positions in accordance with Section 6505.6 of the Joint Exercise of Powers Act. In such event, the Board shall determine whether an official bond is necessary, and, if so, the amount thereof. The offices of Treasurer and Controller may be held by separate officers or employees or combined and held by one officer or employee. Any officer or employee appointed as Treasurer and/or Controller pursuant hereto shall comply with the duties and responsibilities of such office or offices as set forth in Section 6505.6 of the Joint Exercise of Powers Act. The officer or employee appointed as Treasurer and/or Controller pursuant hereto shall cause an independent audit to be made by a certified public accountant or public accountant annually in accordance with Section 6505 of the Joint Exercise of Powers Act.

(e) The Treasurer and Controller of the Authority are designated as the public officers or persons who have charge of, handle, or have access to, any property of the Authority, and each such officer need not file an official bond with the Authority, if such officer already is bonded by a Member Agency in a sufficient amount as determined by the Board.

(f) The Treasurer and Controller are hereby authorized and directed to prepare or cause to be prepared:

(i) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement as hereinafter provided; and

(ii) a report as required pursuant to Section 6505.5 in writing on the first day of July, October, January, and April of each year to the Board and to each Member Agency, which report shall describe the amount of money held by the Treasurer and Controller for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report.

(g) The Board shall employ or contract for the services of personnel to serve the staff needs of the Authority, including a Manager who shall be responsible for the general execution of Authority policy as set by the Board. A staff member may, but does not have to be, a staff member of a Member Agency. The Board shall initially contract with Gilroy to provide all personnel and staff for the Authority.

(h) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(i) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers (including City Council-members), agents, or employees of either Member Agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and duties under this Agreement.

None of the officers, agents, or employees appointed by the Board shall be deemed by the Member Agencies or by reason of their appointment and/or employment by the Authority to be subject to any of the requirements of the Member Agencies.

ARTICLE IV

ACCOUNTS AND REPORTS, BUDGETS AND PAYMENTS

Section 4.1. Accounts and Reports.

(a) There shall be a strict accountability of all Authority funds and report of all receipts and disbursements in compliance with the Joint Exercise of Powers Act. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Member Agencies and their representatives. The Authority shall give an unaudited written report of all financial activities for each Fiscal Year to each Member Agency within 150 days after the close of each Fiscal Year.

(b) So long as required by Section 6505 of the Joint Exercise of Powers Act, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for

special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each of the Member Agencies, and, if required by Section 6505 of the Joint Exercise of Powers Act, with the County Auditor/Controller of the County of Santa Clara. Each such report shall be filed within 12 months of the end of the Fiscal Year or Fiscal Years under examination.

Section 4.2. Budgets and Payments.

(a) Budget. Within sixty (60) days after the first meeting of the Board, a budget shall be prepared for the balance of that Fiscal Year. Thereafter, at or prior to each May meeting of the Board, a proposed budget shall be prepared for the ensuing Fiscal Year.

The initial budget and each succeeding budget shall include, for the Fiscal Year for which it is prepared, the following:

- (i) the administrative expenses of the Authority;
- (ii) the expenses of maintaining the facilities to be maintained by the Authority;
- (iii) the expenses of operating the facilities to be operated by the Authority;
- (iv) an estimate of income from operations, if any, and its allocation to the Member Agencies in accordance with the formula or formulas set forth in the budget;
- (v) the allocation of the administrative, maintenance and operation expenses to the Member Agencies in accordance with the formula or formulas set forth in the budget;
- (vi) the estimated costs of any proposed Project or Projects to be undertaken during that Fiscal Year;
- (vii) the allocation of such Project(s) costs to the Member Agencies in accordance with the formula or formulas set forth in the budget; and
- (viii) the allocation of debt service obligations on any bonds or other forms of indebtedness, or obligations under any lease or other installment purchase agreement, to the Member Agencies;

The allocation of the revenues and expenses in the initial budget shall be shared based on the following formula: Gilroy 58%; Morgan Hill 42%. After the initial budget, the revenues and expenses shall be allocated based on a formula or formulas to be determined by the Board.

After the Board preliminarily approves of a general budget, it shall be submitted immediately to the City Councils of the Member Agencies for review and approval. Final approval of a general budget shall be made by the Member Agencies by July 1st following preparation of each budget. A copy of the budget shall be filed with each Member Agency.

If there is a conflict between the Member Agencies regarding a proposed budget, until a budget is approved, the Authority shall operate under the proposed budget and allocation formula for all administration, operations, maintenance and approved Projects until resolution of the conflict. Following resolution of the conflict, adjustments by way of credits or additional charges shall be made to the Member Agencies as appropriate.

Each Member Agency agrees to include in its annual budget amounts estimated to be sufficient to pay all such charges.

(b) Expenditures for the Approved Budget. All transfers within an approved budget shall be made on the authorization of the Board. No expenditures in excess of the total budgeted in such budget shall be made without the approval of the Member Agencies.

(c) Rates and Charges. Initially the Board will allocate to and bill the Member Agencies for budget items allocable to the Member Agencies; each Member Agency will then incorporate its share of such items into its system of rates and charges for sewer service and facilities in the manner it deems appropriate.

However, the Board may determine with respect to any capacity rights in any facilities reserved in the name of and for the benefit of the Authority pursuant to Article VII hereof, or services provided by the Authority in conjunction therewith, to establish its own system of rates, tolls, fees, rentals, or other charges in connection therewith and collect such charges directly from the users and/or beneficiaries thereof.

In addition, the Board, with the consent of a Member Agency, may determine, with respect to capacity rights held in the name of and benefit of that Member Agency pursuant to

Article VII hereof, or services provided by the Authority in connection therewith, to establish a system of rates, tolls, fees, rentals or other charges in connection therewith and collect such charges directly from the users and/or beneficiaries thereof.

(d) Payment of Amounts Due. Amounts required to be paid by any Member Agency shall be due and payable thirty (30) days after receipt of billing therefor from the Board. After completion of the purpose for which funds were provided to the Authority by a Member Agency, any surplus moneys shall be returned in cash or by way of a credit to that Member Agency in proportion to the funds so provided.

The Authority may determine to bill in advance of expenditures, based upon the approved budget; in such case an accounting shall be maintained with necessary debits or credits provided as appropriate.

Amounts shall be due and payable and be delinquent thirty (30) days after a bill is rendered, and thereafter, shall incur a delinquency penalty and/or an interest charge until paid. The delinquency charge and/or interest rate charge shall be set by written policy of the Board.

The Authority is hereby authorized to take any or all legal actions necessary and permitted by law to enforce the collection of charges approved in the budget or any other compliance with the Agreement, including, but not limited to, actions or proceedings in mandamus to require each Member Agency to collect the charges approved in the budget from the taxpayers, landowners, or users of any of the facilities of the Authority.

(e) Contributions; Payments and Advances, Use of Personnel; Equipment or Property; Exchange of Services. It is hereby agreed that:

(i) contributions from a Member Agency's treasury may be made for the purpose set forth in this Agreement;

(ii) payments of public funds of a Member Agency may be made to defray the cost of such purpose;

(iii) a Member Agency may make advances of public funds to the Authority;

(iv) personnel, equipment or property of a Member Agency may be used in lieu of other contributions or advances, however, the Member Agencies must agree in

advance upon the value to be assigned the personnel, equipment, property or services, with respect to any said contributions or advances;

(v) the Member Agencies may exchange services without payment of any consideration other than such services.

(f) Reimbursement of Funds. Grant funds received by the Authority from any federal, state or local agency to pay for budgeted expenditures already paid by the Member Agencies shall be proportionally returned in cash or by way of a credit to the Member Agencies to reimburse them for the funds so advanced to the Authority for the construction of the Project for which grant money has been received.

ARTICLE V

BOND AND OTHER FORMS OF FINANCING

The Authority shall have the power to issue bonds for the purpose of raising funds necessary to accomplish its purposes under this Agreement and to enter into appropriate agreements or leases to secure the bonds, including an agreement or agreements with any Member Agency wherein said Member Agency agrees to pay to the Authority all or portions of revenues received by the Member Agency from a Project, the Existing Treatment Plant, and/or its wastewater collection system, except as such revenues may be required to pay maintenance and operation expenses of such Project, the Existing Treatment Plant and/or its wastewater collection system, or are otherwise encumbered, pledged or legally unavailable, but in order to do so, the Authority shall first obtain the consent of the Member Agencies.

The Authority shall also have the power to issue any other forms of indebtedness in accordance with the provisions of the Joint Exercise of Powers Act or other State law for such purposes, but in order to do so, the Authority shall first obtain the consent of the Member Agencies.

ARTICLE VI

AUTHORITY PROJECTS

Section 6.1. Planning Policy. In keeping with the purpose of this Agreement, the Member Agencies hereby authorize and direct the Board to undertake such studies and planning relative to the combined service areas of the Member Agencies as may be necessary, to provide for the joint collection,

transmission, treatment and disposal of sewage and/or the reclamation of wastewater. The specific objectives of the studies shall be to develop regional solutions to the wastewater treatment and management problems which will be in accordance with all applicable federal, state and regional water quality control requirements, consistent with the respective planning needs of each Member Agency. It is understood that this Agreement shall not affect the rights or powers of either Member Agency to independently plan for and/or construct wastewater or reclamation facilities.

The studies may include proposals for construction of joint collection systems, trunk and interceptor lines, treatment plants, disposal systems and reclamation facilities. The studies may also include proposals to be used in conjunction with facilities not within the Authority's jurisdiction. Any studies may consider all phases of planning, design, construction, maintenance and operation of facilities proposed by the Authority, and allocation to the Member Agencies of capital, maintenance and operating costs.

Section 6.2. Project Committee. If it is determined to undertake a proposed Project for only one Member Agency, the Directors of that Member Agency shall constitute a subcommittee of the Board for that Project, and be referred to as the "Project Committee". All actions by a Project Committee shall be deemed actions of the Authority and shall be taken in the name of the Authority, however, only that Member Agency desiring to undertake the Project shall have rights and obligations in the Project.

Section 6.3. Maintenance and Operation of Projects. The Board shall determine, prior to the acquisition or construction of any facilities, whether or not the Authority shall maintain and/or operate the facilities. If the Authority is to maintain and/or operate the facilities, it shall do so in an efficient and economical manner and in a manner not detrimental to either Member Agency. It is the intent of the Member Agencies that any facilities may be maintained and operated in the name of the Authority. As an alternative, the Board may determine that one Member Agency should maintain and/or operate certain facilities. In such case, it shall obtain the consent of such Member Agency to do so and enter into an appropriate agreement therefor.

ARTICLE VII

PROPERTY RIGHTS

All facilities constructed or acquired by the Authority shall be held in the name of the Authority for the benefit of the Member Agencies in accordance with the terms of this Agreement. The Board shall allocate all such capacity rights to the Member Agencies except for any portion or portions thereof which the Board determines shall be reserved in the name of and for the benefit of the Authority. It is the intent of the foregoing provision that the Authority not, unless expressly determined by the Board, acquire any capacity rights in any facilities, except for the benefit of the Member Agencies. Capacity rights may not be reallocated, sold, leased or assigned to one Member Agency from the other without express written agreement between the Member Agencies.

ARTICLE VIII

TERMINATION AND DISPOSITION OF ASSETS

Section 8.1. Term. The Authority shall continue in full force and effect so long as any facilities constructed hereunder are owned, maintained, or operated by the Authority, or until terminated by a written agreement of the Member Agencies; provided, however, in no event shall this Agreement be terminated while any bonds or other indebtedness of the Authority remains outstanding.

Section 8.2. Distribution of Assets and Termination of Authority. To the extent that any funds (or property in lieu of funds) received from any Member Agency are used for the acquisition or construction of Project facilities, the same shall be allocated annually on the books of the Authority to the credit of said contributing Member Agency. Upon termination of the Authority herein created, any facilities owned by the Authority, and any funds in possession of the Authority at such time shall be distributed in kind or sold, and the proceeds thereof distributed to the Member Agencies as their interests appear on the books of the Authority.

Section 8.3. Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Member Agencies; provided, however, that a Member Agency may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency.

ARTICLE IX

DISCHARGE REQUIREMENTS

Section 9.1. Wastewater Treatment Standards and Regulations. Each Member Agency agrees to adopt wastewater treatment standards and regulations consistent with wastewater treatment standards and regulations adopted by the Authority.

Such standards and regulations shall include provisions related to industrial waste in which there shall be established criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly into the Authority's facilities.

The industrial waste standards and regulations shall authorize the issuance of industrial waste discharge permits thereunder and provide that such permits will be issued by the Authority, shall authorize field inspectors or other employees or agents of the Authority to act as enforcement agents of the Member Agency with the power to inspect and issue notices for violations of the standards and regulations, and shall confer upon, and empower the Authority to seek civil injunctive relief or criminal prosecution, or both, for noncompliance with, or violation of, such standards and regulations by any discharger.

Nothing in this Section shall preclude either Member Agency or the Authority from providing additional levels of treatment to insure meeting waste discharge requirements in the combined effluent. In the event that one or both Member Agencies are obligated to provide additional levels of treatment to meet waste discharge requirements for the combined effluent, the Member Agency requiring the additional levels of treatment shall participate in the costs of such treatment based on its relative contribution of waste characteristics to be treated and the costs of providing such treatment.

ARTICLE X

TERMINATION OF PRIOR AGREEMENT

Section 10.1. Termination of Agreement of 1979. Upon the effective date of this Agreement, the Agreement of 1979 shall terminate and be of no further force and effect, provided, however:

1. Following completion of the annual audit for the funds and accounts of the City of Gilroy related to the operation of the Existing Treatment Plant for Fiscal Year 1991-92, there shall be a final accounting by the Member

Agencies of the funds and accounts maintained under the Agreement of 1979 and appropriate debits and credits made to the Member Agencies as a result thereof.

2. Any assets that the Board determines are not usable in conjunction with the new facilities shall be disposed of by the Member Agencies, with appropriate credit being given to the Member Agencies, or, in the event any such asset is retained by one Member Agency, payment made or credit given to the other Member Agency for its interests therein under the Agreement of 1979.

3. Interceptor Sewers. The Member Agencies have, under the Agreement of 1979, constructed certain interceptor sewers, the capacity of which has been, and shall continue to be, allocated as follows:

a. Monterey Highway to Farrell Avenue. The capacity allocated to the Member Agencies in the various reaches of this interceptor is as set forth in Exhibit "A" hereto.

b. Farrell Avenue to Existing Treatment Plant. The capacity allocated to the Member Agencies is on a 50:50 basis.

4. Boundary Agreement. The Member Agencies have established an inter-city boundary line as shown on Exhibit "B" hereto. Neither City shall extend its city limits beyond the inter-city boundary line without the consent of the other. Each City agrees to give such consent whenever necessary to prevent the boundary line of any area to be annexed to either City or the city limit lines of either City from bisecting any parcel of real property owned by a single owner.

The Member Agencies agree that, if either City shall by annexation proceedings of any kind extend its city limits beyond the inter-city boundary line without the consent of the other City, then no part of the area to which such annexation proceedings relate shall be served by the joint facilities to be constructed pursuant hereto.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Breach. If default shall be made by a Member Agency in any covenant contained in this Agreement, such default shall not excuse either Member Agency from fulfilling

its obligations under this Agreement and both Member Agencies shall continue to be liable for the performance of all conditions herein contained. The Member Agencies hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the Member Agencies hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Member Agencies hereunder. Each of the remedies given to the Authority hereunder or by any law now or hereafter enacted is cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 11.2. Resolution of Disputes. Subject to the following provisions, any controversy or claim arising out of or relating to this Agreement, its interpretation or breach, shall be settled through a dispute resolution process ("process"):

The process shall be initiated whenever all Directors from either Member Agency give written notice to the Directors of the other Member Agency of the intention to arbitrate. The notice shall set forth the nature of the dispute to be resolved, the amount involved, if any, and the remedy sought.

Arbitration shall be commenced upon the filing of said notice by either Member Agency with the American Arbitration Association. Thereafter, the process shall be conducted in compliance with the rules of the American Arbitration Association in effect at the time of the filing of the notice, except that the dispute shall be heard and determined by one arbitrator.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Costs of the process shall be borne by the Member Agency against which the ruling is made.

Section 11.3. Indemnification of Member Agencies. The Authority shall, at Authority's sole cost and expense, indemnify, defend and save harmless the Member Agencies, their Councilmembers, officers, employees and agents, from all costs, expenses (including, without limitation, attorneys' fees and costs of suit), claims, actions, proceedings, obligations, liabilities, or damages to persons or property or otherwise arising out of or in any way connected with the intentional or negligent act or omission or breach of duty or obligation of

the Authority, its officers, employees, agents, Directors, contractors, subcontractors, or any officer, agent or employee thereof.

Section 11.4. Amendments. This agreement may be amended only by agreement signed by the Member Agencies.

Section 11.5. Notice. Any notice or instrument required to be given or delivered may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Morgan Hill
17555 Peak Avenue
Morgan Hill, California 95037
Attention: City Manager

City of Gilroy
7351 Rosanna Street
Gilroy, California 95020-2409
Attention: City Administrator

Section 11.6. Severance Clause. If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to either of the Member Agencies or any other person or circumstances, is for any reason held invalid, the validity of the remainder of the Agreement, or the application of such provision to the other Member Agency, or to any other persons or circumstances, shall not be affected thereby. Each of the Member Agencies hereby declares that it would have entered into this Agreement, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases, or the application thereof, to any Member Agency of any other person or circumstances be held invalid.

Section 11.7. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their respective officers thereunto, duly authorized the day and year first above written.

CITY OF GILROY

By *Donald F. Gage*
Mayor

Attest *Susan E. Steinmetz*
City Clerk

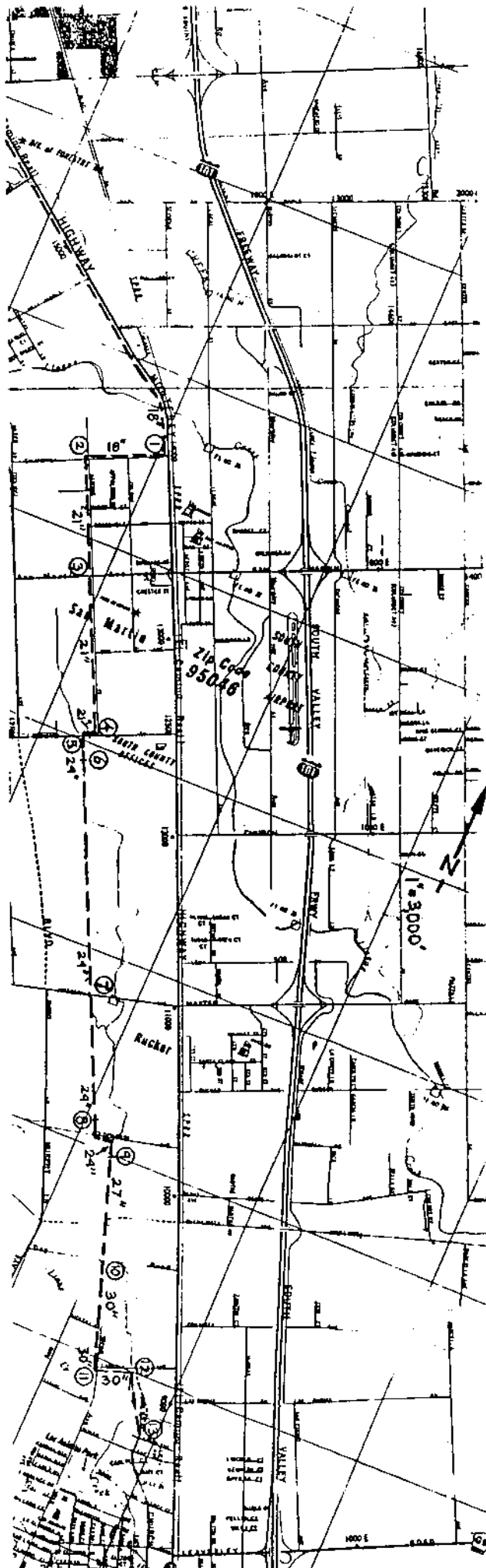
CITY OF MORGAN HILL

By *Sharon Kennedy*
Mayor

Attest *Betty G. Buck*
City Clerk

(SEAL)

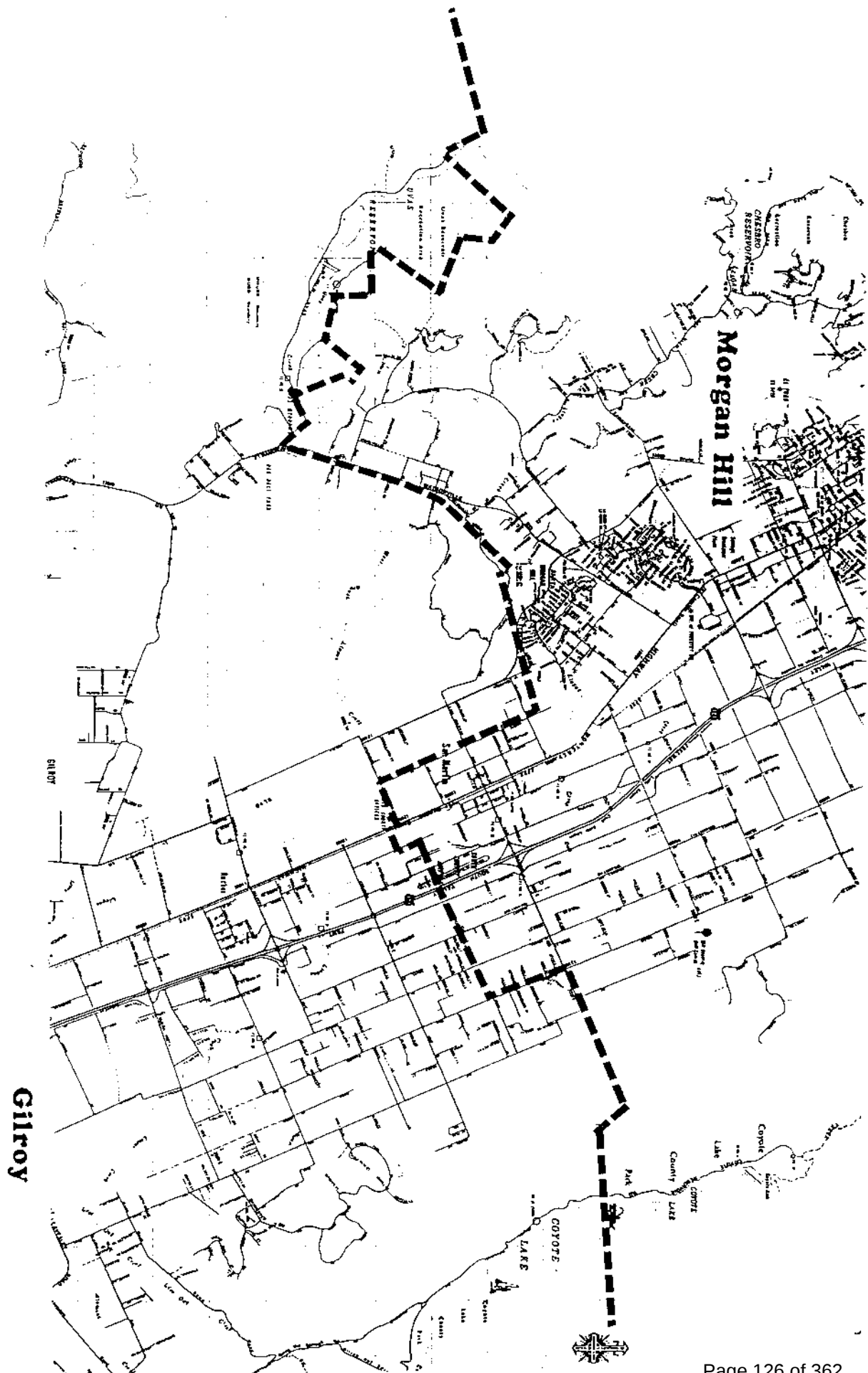
(SEAL)



JOINT INTERCEPTOR PIPELINE CAPACITIES

REACH	TOTAL	MORGAN HILL	GILROY
1-2	4.0	4.0	0
2-3	5.5	4.0	1.5
3-4	5.5	4.0	1.5
4-5	5.7	4.0	1.7
5-6	6.6	4.0	2.6
6-7	8.7	4.0	4.7
7-8	7.0	4.0	3.0
8-9	8.5	4.0	4.5
9-10	10.3	4.0	6.3
10-11	11.5	4.0	7.5
11-12	10.8	3.1	7.7
12-13	2.74	1.37	1.37

EXHIBIT
A



Location of 1979 Morgan Hill-Gilroy "Boundary Agreement Line"

Appendix 4

Appendix 4.1: Example Training Record

Topic: _____ Training Date: ____/____/____

Trainer: _____ Trainer Position/Company: _____

Training Location/Environment: _____

Basis for Training & Materials Used:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

Comments: _____

(Basis Examples: SOP, Power Point, Manufacturer's Recommendations, on-the-job-training. Reference Title when applicable)

Attachments ☐

Training Description: _____

(Describe in detail what training entailed)

Training Method: (Check all that apply)

- ☐ Classroom/Instructor ☐ Breakout Sessions ☐ Tabletop Exercise ☐ Drill ☐ Hands-on
- ☐ Coaching/Mentoring ☐ Role Playing ☐ Computerized/on-line Training
- ☐ Other: _____

Attachments ☐

Method to Qualify Trainees: (Check all that apply)

- ☐ Exam/Quiz ☐ Assessment of Ability ☐ Attendance/Participation
- ☐ Other: _____

(Maintain Qualifying Records with Training Records)

Trainer Signature: _____ Date: ____/____/____

Length of Training (Time) _____ hours

Appendix 4.1: Example Training Record

Topic: _____ Training Date: ____/____/____

Signature Sheet

[illegible]

Appendix 4.2: Spill Response Requirements for Contracted Services

Contracted services personnel performing work on the City sewer system who cause or otherwise discover a sewage blockage or spill are required, at a minimum, to respond as detailed below.

1. Immediately notify the City of any sewer problem encountered. Call (408) 846-0424 during business hours or (408) 846-0350 after hours.
 - ☐ Spill
 - ☐ Surcharging pipe
 - ☐ Obstruction
2. Make attempts to contain the spill or prevent sewage from reaching surface water or drainage system.
 - ☐ Absorbent
 - ☐ Dirt
 - ☐ Sandbags
3. Cordon off the area to keep the public safe
 - ☐ Traffic cones
 - ☐ Barricades
 - ☐ Caution Tape
4. Provide photo/video documentation
 - ☐ Take Photo(s) of the spill appearance point
 - ☐ Take 10 second video of the active spill (from approximately 10 feet away)
 - ☐ Take photo of the affected area
5. Remain onsite until Agency staff arrives and provide:
 - ☐ The time problem was discovered
 - ☐ The time the spill was discovered (if different from discovered time)

This was discussed/Reviewed with _____

Date: ____/____/____

Contractor Representative: _____
Print Name Signature

Contractor Representative: _____
Print Name Signature

City Representative: _____
Print Name Signature

This document shall be always maintained on site while work is being performed on City facilities

: EXAMPLE MANHOLE INSPECTION FORM

Manhole # _____ Depth _____ Inspection Date ____/____/____ By: ____, ____
(Rim to Invert)

Lid Type: Bolt down ☐ Standard 26" ☐ Standard 36" ☐ Other: _____ **Needs Manhole Marker** ☐

Access: Accessible ☐ Restricted ☐ Seasonal ☐ Access Notes: _____

Comments: _____
_____ **Evidence of: High Water** ☐ **Vermin** ☐

Frame & Cover OK ☐

Broken/Cracked ☐	Offset ☐	Wrong Lid Type ☐	Improper Grade ☐	Bolts Missing ☐	Damaged Threads ☐
Other Problem:					
Comments:					
Action Taken:					

Grade Rings OK ☐

Broken/Cracked ☐	Offset ☐	I & I ☐ / Rate _____	H ₂ S Damage ☐ / Rate _____	Roots ☐ / Rate _____
Other Problem:				
Comments:				
Action Taken:				

Cone OK ☐

Broken/Cracked ☐	Offset ☐	I & I ☐ / Rate _____	H ₂ S Damage ☐ / Rate _____	Roots ☐ / Rate _____
Other Problem:				
Comments:				
Action Taken:				

Barrel OK ☐

Broken/Cracked ☐		I & I ☐ / Rate _____	H ₂ S Damage ☐ / Rate _____	Roots ☐ / Rate _____
Other Problem:				
Comments:				
Action Taken:				

Bench OK ☐

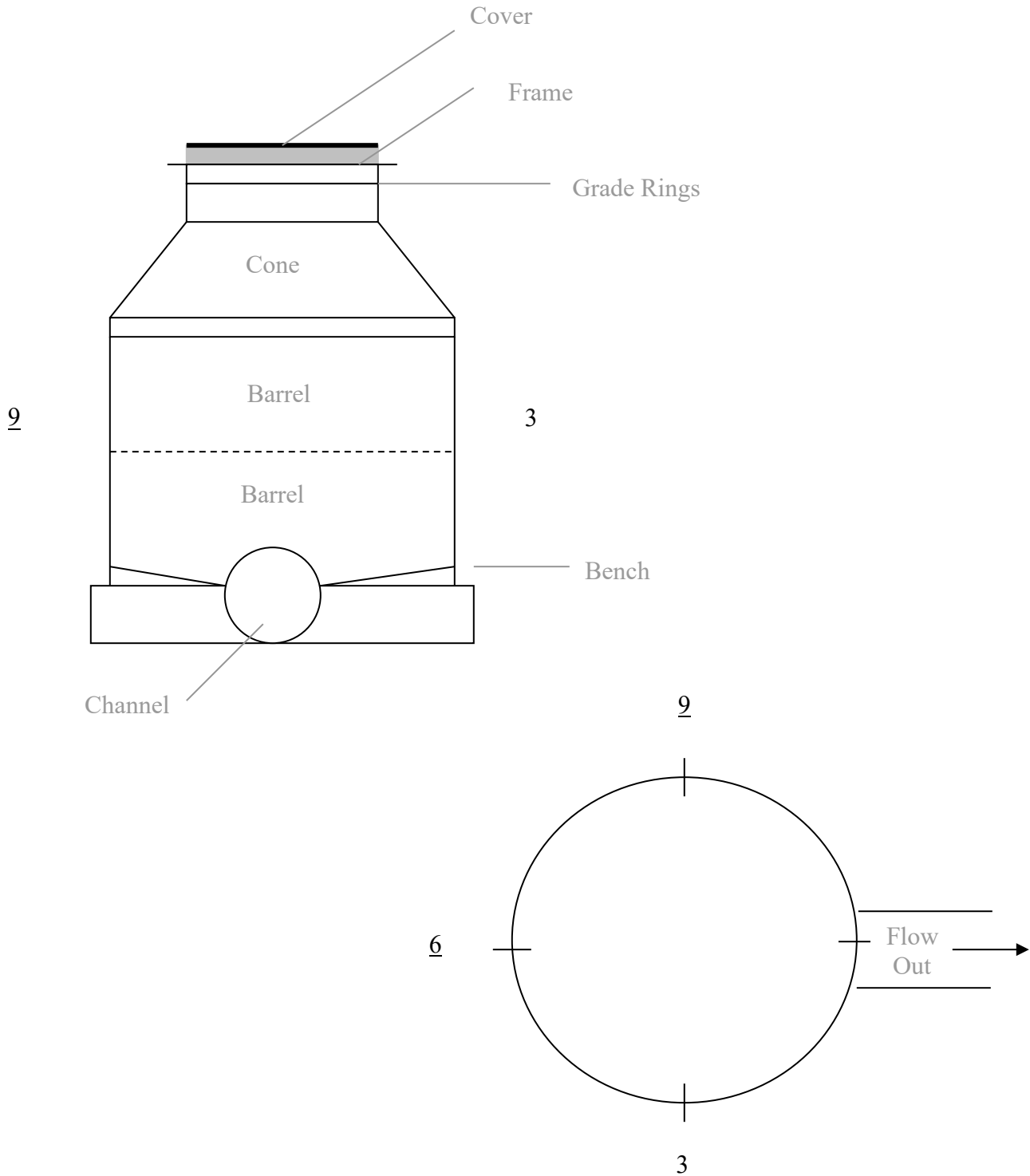
Broken/Cracked ☐	Debris ☐	I & I ☐ / Rate _____	H ₂ S Damage ☐ / Rate _____	Roots ☐ / Rate _____
Other Problem:				
Comments:				
Action Taken:				

Channel OK ☐

Channel Problem ☐	Debris ☐	I & I ☐ / Rate _____	H ₂ S Damage ☐ / Rate _____	Roots ☐ / Rate _____
Other Problem:		Camera Entry Issues:		
Comments:				
Action Taken:				

: EXAMPLE MANHOLE INSPECTION FORM

Indicate Problem, Rating and Location by drawing on Diagram(s) below.



Appendix 6

Date: 9/29/2025

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1. PURPOSE

The purpose of the City of Gilroy Spill Emergency Response Plan (SERP) is to support a prompt, orderly and effective response to spills (sanitary), reduce spill volumes, and collect information for prevention of future spills. A “spill” in this document is defined, by State Water Board Order No. WQ 2022-0103-DWQ as a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure.

The SERP provides guidelines for City personnel to follow in responding to, cleaning up, reporting, and properly documenting spills that may occur within the City’s service area. This SERP satisfies the State Water Board Order No. WQ 2022-0103-DWQ, which require wastewater collection agencies to have a Spill Emergency Response Plan.

Additionally, the SERP outlines procedures for responding to sanitary sewer spill backups into structures as required by the City’s insurer. “Backup” is a term typically used by insurers to describe property damage resulting from exposure and contact to untreated or partially treated sewage.

2. POLICY

The City’s employees are required to report all spills from agency owned sewer mains and publicly owned laterals found and to take the appropriate action to secure the spill area, properly report to the appropriate regulatory agencies, relieve the cause of the spill, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City’s goal is to respond to sewer system spills as soon as possible following notification. The City will follow reporting procedures regarding sewer spills as set forth by the Central Coast Regional Water Quality Control Board and the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

3. DEFINITIONS AS USED IN THIS SERP

ANNUAL REPORT: An Annual Report (previously termed as Collection System Questionnaire in previous State Water Board Order No. 2006-0003-DWQ) is a mandatory report in which the City provides a calendar-year update of its efforts to prevent spills.

BASIN PLAN: A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

BENEFICIAL USES: The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS): CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

DATA SUBMITTER: A Data Submitter is an individual designated and authorized by the City’s Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

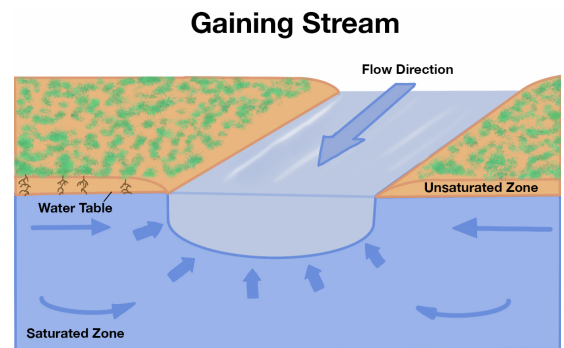
DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

ENVIRONMENTALLY SENSITIVE AREA: An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

EXFILTRATION: Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

FOG – Fats, Oils, and Grease: Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

HYDROLOGICALLY CONNECTED: Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of the SWRCB Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. See image, right. The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.



LATERAL (INCLUDING LOWER AND UPPER LATERAL): A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the City's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership. A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations. An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

LEGALLY RESPONSIBLE OFFICIAL: A Legally Responsible Official is an official representative, designated by the City, with authority to sign and certify submitted information and documents required by State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

MAINLINE SEWER: Refers to City wastewater collection system piping downstream of the sewer laterals that is not a private sewer lateral connection to a building.

MAINTENANCE HOLE OR MANHOLE: Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection

NOTIFICATION OF A SPILL: Refers to the time at which the City becomes aware of a spill event through observation or notification by the public or other source.

NUISANCE: For the purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and

- Occurs during, or as a result of, the treatment or disposal of wastes.

PREVENTATIVE MAINTENANCE: Refers to maintenance activities intended to prevent failures of the wastewater collection system facilities (e.g. cleaning, CCTV, inspection).

PRIVATE LATERAL SEWAGE SPILL – Spills that are caused by blockages or other problems within a privately-owned lateral.

PRIVATE SANITARY SEWER SYSTEM: A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

PRIVATE SEWER LATERAL: A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

POTENTIAL TO DISCHARGE, POTENTIAL DISCHARGE: Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

RECEIVING WATER: A receiving water is a water of the State that receives a discharge of waste.

SANITARY SEWER SYSTEM: A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the City;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks, and diversion structures.

For purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), sanitary sewer systems include only systems owned and/or operated by the City.

SATELLITE SEWER SYSTEM: A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

SEWAGE: Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of storm-water or groundwater, conveyed in a sanitary sewer system.

SEWER BACKUP A sanitary sewer spill resulting from a sanitary sewer system overflow, operational failure, and/or infrastructure failure in a publicly owned sewer system, with an appearance point and subsequent discharge into a structure.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

- **Category 1 Spill:**

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from a City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

- **Category 2 Spill**

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

TRAINING: Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

WASH DOWN WATER: Wash down water is water used to clean a spill area.

WASTE: Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface

waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

WATERS OF THE UNITED STATES: Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

WATER QUALITY OBJECTIVE: A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

4. STATE REGULATORY REQUIREMENTS FOR ELEMENT 6, SPILL EMERGENCY RESPONSE PLAN

The Sewer System Management Plan (SSMP) must include an up to date Spill Emergency Response Plan (SERP) to ensure prompt detection of and response to spills to reduce spill volumes and collect information for prevention of future spills. The SERP must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the SERP and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR); and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update it as needed.

The Sewer System Management Plan is available to the public at <https://www.cityofgilroy.org/347/Streets-Trees-Sewers>.

5. SPILL EMERGENCY RESPONSE PLAN OBJECTIVES

The Spill Emergency Response Plan includes measures to protect public health and the environment. The City will respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing discharges to waters of the State.

Additionally, City Staff will:

- Work safely;
- Properly document each spill event in a separate file including photos and/or video where applicable;
- Collect information for prevention of future spills;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the spill;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to spills;
- Perform post-spill response evaluation for adherence to procedures and effectiveness of response; and
- Revise response procedures, modify maintenance practices or provide additional training based on the results from the debrief and failure analysis of spills, if needed.

6. SPILL DETECTION AND NOTIFICATION

ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D, Element 6, Page D-6

The processes that are employed to notify the City of the occurrence of a spill include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

6.1 LIFT STATION ALARMS

The City operates 1 wastewater lift station. In the event of a station failure the SCADA alarm system is activated and the City is contacted. To prevent spills, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole or bypassed around the station into the sanitary sewer system.

6.2 PUBLIC OBSERVATION

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are on the City's website: <https://www.cityofgilroy.org/347/Streets-Trees-Sewers>. The City's telephone number for reporting sewer problems during business hours is (408) 846-0223. The City's telephone number for reporting sewer problems after business hours is (408) 846-0350.

- **Normal Work Hours:** Business hours calls are received by Public Works Admin Staff and they will record the caller's name, address of the problem and contact info in Cityworks to begin a Service Request. They will call the Operations Services Supervisor and they will dispatch an available Sewer crew. They will perform an investigation and note findings and actions taken, if any, either on paper or the tablet in Cityworks. The information is transferred into Cityworks (if not entered in the filed on the tablet) and the Sr. Maintenance Works or Supervisor will close out the Service Request in Cityworks. If the service request involved a spill, the Spill Response Workbook will also be completed.
- **After Hours:** After hours calls are received by City non-emergency dispatch and they will call the Standby Employee. They will perform an investigation and note findings and actions taken, if any, either on paper or the tablet in Cityworks. The information is transferred into Cityworks (if not entered in the filed on the tablet) and the Sr. Maintenance Worker or Supervisor will close out the Service Request the next business day in Cityworks. If the service request involved a spill, the Spill Response Workbook will also be completed.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect and include in the spill event file, at a minimum, the following information to record the complaint:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint.

If the spill or backup is not in the City's service area the individual receiving the call provides the customer with the contact information for the responsible agency, and then notifies that agency.

6.3 CITY STAFF OBSERVATION

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, responds to emergency situations. Work orders are issued to correct non-emergency conditions.

6.4 CONTRACTOR OBSERVATION

Contractors working on the City sewer system will be informed of contractor spill response procedures. Contractors working on behalf of property owners will be provided spill response information by Engineering Counter when they pull a permit. The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:

1. Immediately notify the City at (408) 846-0223 and provide the following information if available:
 - a. Date, time contractor first noticed the spill
 - b. Description of the contractor's observation, including any information regarding whether the spill has reached surface waters or a drainage conveyance system
 - c. Contractor's contact information
2. Protect storm drains.

3. Protect the public.
4. Direct ALL media and public relations requests to the Communication and Engagement Manager.

6.5 NO OBSERVATION

If there are no witnesses or no call was received for a spill, the City staff will contact nearby residences or business owners in the vicinity of the spill, in an attempt to obtain information that brackets a given start time that the spill began. This information will be collected and documented on the Sanitary Sewer Spill Report in the Sanitary Sewer Spill/Backup Response Workbook.

7. SPILL RESPONSE PROCEDURES (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D Element 6 page D-6)

7.1 SEWER SPILL/BACKUP RESPONSE SUMMARY

The City will respond to spills as soon as feasible following notification of a spill/backup.

If it is not possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Sewer Crew performs the following:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- If the customer is not home the Sewer Crew completes the Door Hanger and leaves it on the customer's door.
- If the customer is home the Sewer Crew:
 - Explains that the blockage is in the customer's lateral and the City does not have legal authority to maintain or perform work on privately owned laterals.
 - Recommends to the customer that they hire a licensed contractor to clear their line.
 - Gives the customer the Your Responsibilities as a Private Property Owner pages from the Sanitary Sewer Spill/Backup Response Workbook.

If it is possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Sewer Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- Notifies Streets, Sewer, and Forestry Supervisor of the incident.
- Relieves blockage and cleans impacted areas.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Streets, Sewer, and Forestry Supervisor.

The Streets, Sewer, and Forestry Supervisor, Deputy Director of Public Works and Utilities, and/or the Senior Maintenance Workers performs required regulatory reporting in accordance with the Sanitary Sewer Spill/Backup Response Workbook's Regulatory Reporting section.

If the overflow has impacted private property, the Sewer Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.

- Provides the customer with forms and information as indicated in the Sanitary Sewer Spill/Backup Response Workbook.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Streets, Sewer, and Forestry Supervisor.

The Streets, Sewer, and Forestry Supervisor notifies the Human Resources Director/Risk Manager of incident.

The Human Resources Director/Risk Manager or designee:

- Reviews incident reports, claim form and other incident information.
- Communicates with claimant as appropriate.
- Properly documents in writing all activities and communications before approving the final event file.

7.2 FIRST RESPONDER PRIORITIES

The first responder's priorities are:

- Prompt response to spills.
- To follow safe work practices.
- To respond promptly with the appropriate and necessary equipment.
- To reduce spill volume and contain the spill wherever feasible.
- To restore the flow as soon as practicable.
- To minimize public access to and/or contact with the spilled sewage.
- To promptly notify the Streets, Sewer, and Forestry Supervisor in event of a spill needing additional resources, and/or impacting environmentally sensitive areas.
- To return the spilled sewage to the sewer system.
- To restore the area to its original condition (or as close as possible). Collect information for the prevention of future spills.
- Properly document the spill and response activities on the forms provided in the Sanitary Sewer Spill/Backup Response Workbook, including photos and/or video where practicable.

7.3 SAFETY

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before beginning response activities.

If the first responders encounter access restrictions or unsafe conditions that prevent its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ (SSS-WDR), the City provides written documentation of access restrictions and/or safety hazards in the corresponding required report.

7.4 INITIAL RESPONSE

The first responder must respond to the site of the spill/backup and visually check for potential sewer stoppages. The first responder will:

- Note arrival time at the site of the spill/backup.
- Verify the existence of a public sewer system spill or backup.
- Identify and assess the affected area and extent of spill.
- Assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools.
- Contact caller if time permits.
- Document the spill according to the requirements described in Section 10 of this SERP, including taking photos and/or videos of overflowing manhole(s)/cleanout(s).
- Take steps to contain, recover, and return the spill to the sanitary sewer as feasible. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Protect surface waters to the extent practicable. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event.

7.5 INITIATE SPILL CONTAINMENT MEASURES

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage.
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.
- Contain/direct the spilled sewage using dike/dam or sandbags.
- Vacuum retrieve sewage whenever practicable.
- Pump around the blockage/pipe failure.

Containment efforts will be documented. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.6 RESTORE FLOW

Using the appropriate cleaning equipment, set up downstream of the blockage and hydro-clean upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If other

assistance is required, immediately contact the Streets, Sewer, and Forestry Supervisor. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.7 EQUIPMENT

This section provides a list of specialized equipment that may be used to support this Spill Emergency Response Plan.

- *Closed Circuit Television (CCTV) Inspection Unit* – A CCTV Inspection Unit is required to determine the root cause for all spills from gravity sewers.
- *Camera* -- A digital or disposable camera (photo, video or phone) is required to record the conditions upon arrival, during clean up, and upon departure.
- *Emergency Response Trucks* -- A utility body pickup truck, or open bed is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- *Portable Generators, Portable Pumps, Piping, and Hoses* – Equipment used to bypass pump, divert, or power equipment to mitigate a spill.
- *Combination Sewer Cleaning Trucks* -- Combination high velocity sewer cleaning trucks with vacuum tanks are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted area following the spill event.
- *Air plugs, sandbags and plastic mats*
- *Spill Sampling Kits*
- *Portable Lights*

Standard operating procedures for equipment that may be necessary in the event of a sanitary sewer overflow or backup can be found in the Corp Yard.

8. RECOVERY AND CLEANUP (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), *Element 6, ATTACHMENT D, Page D-6*)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The spill recovery and cleanup procedures are described in the following sections.

8.1 ESTIMATE THE FLOW AND VOLUME OF SPILLED SEWAGE

A variety of approaches exist for estimating the volume of a sanitary sewer spill. The Sewer Crew members should use the method most appropriate to the sewer overflow in question and reference the Sanitary Sewer Spill/Backup Response Workbook which provides four (4) methods:

- Eyeball Estimation Method
- Duration and Flow Rate Calculation Method

- Area/Volume Method
- Upstream Connections Method

In addition, the following will be documented on the Sewer Spill Report form:

1. Description, photographs, and GPS coordinates of the system location where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
2. Estimated total spill volume exiting the system;
3. Description and photographs of the extent of the spill and spill boundaries;
4. Did the spill reach a drainage conveyance system? If yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume that reached the drainage conveyance system;
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system
 - Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable;
 - Estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water.
5. Estimated total spill volume recovered.

8.2 RECOVERY OF SPILLED SEWAGE

Vacuum up and/or pump the spilled sewage and wash down water and discharge it back into the sanitary sewer system. Thoroughly recover and dispose of sewage and wash down water.

8.3 CLEAN-UP AND DISINFECTION

Clean up procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts associated with a spill event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of City staff, a cleanup contractor will be used.

Private Property

City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow into property is the definite cause of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, property owners may submit a claim form.

Hard Surface Areas

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water and/or deozone or similar non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways

The Department of Fish and Wildlife will be notified by CalOES for spills greater than or equal to 1,000 gallons. For spills less than 1,000 gallons, contact Santa Clara Environmental Health for direction.

Wet Weather Modifications

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results.

8.4 PUBLIC NOTIFICATION

Signs will be posted and barricades put in place to keep vehicles and pedestrians away from contact with spilled sewage. Santa Clara Environmental Health instructions and directions regarding placement and language of public warnings will be followed. Additionally, the Streets, Sewer, and Forestry Supervisor will use their best judgment regarding supplemental sign placement in order to protect the public and local environment. Signs will not be removed until directed by Santa Clara Environmental Health or the Streets, Sewer, and Forestry Supervisor.

Creeks, streams and beaches that have been contaminated as a result of a spill will be posted at visible access locations until the risk of contamination has subsided to acceptable background bacteria levels. Document the number and location of posted signs. The area and warning signs, once posted, will be checked every day to ensure that they are still in place. Photographs of sign placement will be taken.

In the event that an overflow occurs at night, the location will be inspected first thing the following day. The field crew will look for any signs of sewage solids and sewage-related material that may warrant additional cleanup activities.

When contact with the local media is deemed necessary, the Communication and Engagement Manager or their designee will provide the media with all relevant information.

9. WATER QUALITY (*Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, Attachment A - DEFINITIONS page A-5, Attachment E1 2.3 through 2.4 pages E1-5 through E1-8*)

9.1 SURFACE WATERS OF CONCERN

The following waters of the State are in the City's service area:

- Miller Slough
- Uvas Creek

9.2 WATER QUALITY SAMPLING AND TESTING

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the City will conduct the following water quality sampling as soon as possible but no later than **18 hours** after the City's knowledge of a potential discharge to a surface water. Collect one water sample, each day of the duration of the spill, at:

- The DCS-001 location as described in section 9.5 (Receiving Water Sampling Locations) below, if sewage discharges to a surface water via a drainage conveyance system; and/or
- Each of the three receiving water sampling locations in section 9.5 (Receiving Water Sampling Locations) below;

If the receiving water has no flow during the duration of the spill, the City must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Sewer Crew will collect water quality samples in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The Sewer Crew collecting the samples will complete the Chain of Custody prior to transferring ownership of the samples to Monterey Analytics Lab.

The Monterey Analytics Lab shall analyze the collected receiving water samples for the following constituents:

- Ammonia, and
- Indicator Organisms: Fecal coliform and E. coli

Use the table below for the various surface waters in Region 3 to determine whether the impacted surface water exceeded Water Quality Objectives as a result of the spill for the surface waters sampled. If so, continue collecting samples daily until the either the upstream and downstream sample results are similar or if the downstream sample results are below the Water Quality Objective or the County Environmental Health Dept indicates continued sampling is no longer necessary.

- **Watsonville Slough**
 - Fecal coliform concentration, based on a minimum of five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100mL, nor shall more than ten percent of total samples collected during any 30-day period exceed 400 MPN per 100mL
- **San Lorenzo Estuary and River**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall

more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.

- **Soquel Lagoon, Soquel Creek, and Noble Gulch**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
- **Aptos Creek, Valencia Creek, and Trout Gulch**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
- **Pajaro River Watershed**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
- **Corralitos and Salsipuedes Creeks**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
- **Lower Salinas River Watershed**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
- **Santa Maria River Watershed**
 - Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN per 100 mL, nor shall more than 10 percent of samples collected during any 30-day period exceed 400 MPN per 100 mL.
 - Based on a statistically sufficient number of samples (generally not less than five samples equally spaced over a 30-day period), the geometric mean of *E. coli* densities shall not exceed 126 per 100mL, and no sample shall exceed a one-sided confidence limit (C.L.) calculated using the following as guidance: lightly used for contact recreation (90% C.L.) = 409 per 100mL.

Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The City shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

9.3 LAB SELECTION

Analytical Lab

Samples collected for spill response and background monitoring purposes will be analyzed at Monterey Analytics Lab, which is accredited through the California State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP). ELAP provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes to meet the requirements of the State's drinking water, wastewater, shellfish, food, and hazardous waste programs. The State agencies that monitor the environment use the analytical data from these accredited labs. The ELAP-accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

Getting Samples to the Lab

At all times, sample hold times identified below will be observed in accordance with the following:

Analytical Parameter	Maximum Holding Time	Required Container Type	Required Preservative	Minimum Amount
Ammonia (NH ₃ as N); SM 4500NH ₃ B/C or B/G	28 days	Plastic / Glass	H ₂ SO ₄ pH <2 +0-6°C	200 mL
Coliform, Total / Fecal; SM 9221 B/E	8 hours – wastewater/storm- water 30 hours – drinking water	Plastic (sterile)	Na ₂ S ₂ O ₃ + 0-10°C; No regulatory temp. req. for drinking water)	100 mL
Coliform, Total / E.Coli; SM 9223 B (Present/Ab- sent or Quantitray)	8 hours	Plastic (sterile)	Na ₂ S ₂ O ₃ + 0-10°C; No regulatory temp. req. for DW	100 mL

Once samples are collected, they will be transported by the Sewer Crew to the lab to be processed.

9.4 WATER QUALITY ANALYSIS SPECIFICATIONS

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) must be performed by a laboratory that has accreditation pursuant to Article 3(commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

9.5 RECEIVING WATER SAMPLING LOCATIONS

Receiving water samples shall be collected at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)¹

Sampling Location	Sampling Location Description
RSW-001: Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

9.6 STREAM VELOCITY MEASUREMENTS

If sampling is performed after the spill has stopped, the velocity of the impacted surface water must be determined to estimate spill travel time and select an accurate Downstream sample location. One way to measure the spill travel time is to use a velocity probe (such as a Global Water FP111-S Flow Probe) to determine the rate of flow in the water body. In cases where a water velocity probe is used, the manufacturer's instructions will be followed.

9.7 SAMPLE TYPES

Grab Samples

Grab samples are appropriate for the characterization of surface waters at a particular time and place, to provide information about minimum and maximum concentrations, and to allow for the collection of variable sample volume.

Grab samples may be collected directly into the sample container, or a clean decontaminated intermediate container may be used if a wading sample is not possible or safe. If an intermediate container is used, when in the field, double rinse the sampling device (bucket, automatic sampler) with sample water prior to collecting the sample and be sure to discard rinse water downstream of where sample will be collected. If samples are collected in a bucket and distributed into a consolidation collection container, swirl the contents of the bucket as it is being

¹ The City must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

poured into the consolidation collection container to avoid settling of solids (and pour in back-and-forth pattern – e.g., 1-2-3-3-2-1).

- Grab Sample: A grab sample is defined as an individual sample collected at a given time. Grab samples represent only the condition that exists at the time the sample is collected (US EPA 1977).
- Surface Grab Sample: A sample collected at the water surface (i.e., skimming) directly into the sample container or into an intermediate container such as a clean bucket. A single or discrete sample collected at a single location.

Field Blanks

Field Blanks are used to evaluate the potential for contamination of a sample by site contaminants from a source not associated with the sample collected (e.g., airborne dust, etc.). Sterile, deionized water is taken into the field in a sealed container. This is the stock water. The stock water is then poured into the sample container. The containers and sample submission forms are labeled as “Field Blank.” The same template selected for the test samples should be used. Field blanks are subject to the same holding time limitations as samples. The appropriate FIELD QC box on the sample Chain of Custody form should be checked.

9.8 SAMPLE LABELING AND CHAIN OF CUSTODY PROCEDURES

At a minimum, the following grab samples will be collected:

- Field Blank: See Section 9.7 for discussion.
- Upstream: A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
- Source: A point in the receiving water where sewage initially enters the receiving water. See Section 9.6 for information on determining velocity of the surface water in order to determine the Source sample location.
- “Downstream” of spill: A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water. This location will vary with the velocity of the surface water to be sampled (*see Section 9.6*).
- A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Photos or video of each sample location will be taken, properly labeled with date, time, and view direction and a map of the photo locations completed. Photos and videos shall include relevant landmarks to identify sampling locations and their surroundings.

Due to the evidentiary nature of samples collected during enforcement investigations, possession must be traceable from the time the samples are collected until they are analyzed. To maintain and document sample possession, a Surface Water Sample Chain of Custody Record (see Sewer Spill/Backup Response Workbook) must be completed. A sample is under custody if:

- It is in your possession, or
- It is in your view, after being in your possession, or

- It was in your possession and under your control to prevent tampering, or
- It is in a designated secure area.

As few people as possible should handle samples. The person taking the samples is personally responsible for the care and custody of the samples collected until they are transferred or dispatched properly.

Samples are accompanied by a chain of custody record. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the record. This record documents sample custody transfer from the sampler, often through another person, to the analyst at the laboratory. The samples are typically transferred to the sample-receiving custodian at the laboratory.

9.9 SAMPLING EQUIPMENT

The following are examples of sampling equipment used by the City:

- Sampling pole with fixed container
- Sampling pole with removable container
- Sampling pail and rope
- Stream velocity meter
- Grab-n-Go Sample Kit

9.10 GRAB-N-GO SAMPLING KIT

The City maintains a Grab-n-Go sampling kit located at the Corp Yard Shop. The kit is inspected quarterly by the Streets, Sewer, and Forestry Supervisor. Additionally, any City employee utilizing the kit is responsible for decontaminating sampling equipment and field monitoring devices and replenishing the kit.

Spill Sample Collection Kit Inventory:

- Cooler
- Surface Water Sampling SOP (in Sewer Spill/Backup Response Workbook)
- Ice Pack
- 5 Ammonia sample bottles
- 12 Bacti sample bottles
- Minimum of 20 blank sample bottle labels
- Digital camera or smart phone camera
- Latex gloves
- Safety glasses/goggles
- Waterproof Pen
- Surface Water Sampling Worksheet (in Sewer Spill/Backup Response Workbook)
- Chain of Custody form (in Sewer Spill/Backup Response Workbook)

9.11 DECONTAMINATION PROCEDURES

Removing or neutralizing contaminants from sampling equipment minimizes the likelihood of sample cross contamination, reduces or eliminates transfer of contaminants to clean areas, and prevents the mixing of

incompatible substances.

Gross contamination can be removed by physical decontamination procedures. These abrasive and non-abrasive methods include the use of brushes, air and wet blasting, and high- and low- pressure water cleaning.

The decontamination procedures for the sample types and sampling equipment (other than sample bottles, which are provided to Sewer Crew in a “ready to be used” condition by the lab) used at the City may be summarized as follows:

1. Physical removal
2. Tap water rinse
3. Air dry

9.12 SAMPLING PROCEDURES

9.12.1 Sample Location and Identification Procedures

Samples will be collected by the Sewer Crew. It is impossible to establish hard and fast rules concerning sampling locations. However, the following general guidelines should be applied whenever surface waters are sampled:

- The sampling location should be far enough upstream or downstream of confluences or point sources so that the surface water and spill volume is well mixed. Natural turbulence can be used to provide a good mixture.
- Samples should be collected at a location where the velocity is sufficient to prevent deposition of solids, and to the extent practical, should be in straight reach having uniform flow. All flow in the reach should be represented, so divided flow areas should be avoided, and samples should be taken towards the middle of the reach where feasible.
- Sampler must always stand downstream of the collection vessel, and sample “into the current.” Care must be taken to avoid introducing re-suspended sediment into the sample.

9.12.2 Surface Water Sampling Standard Operating Procedure (SOP)

The Surface Water Sampling SOP, Section G in the Sewer Spill/Backup Response Workbook, provides step-by-step procedures to collect samples and deliver them for analysis in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6.

9.12.3 Follow Up Sampling

Sampling will be repeated every 24 hours, or as directed by the RWQCB or the Santa Clara Environmental Health, until such time as one of the following criteria have been met:

- The Santa Clara Environmental Health or the RWQCB indicates follow up sampling is no longer required, or
- Both the ammonia and bacteria levels downstream are approximately equal to or less than the upstream levels.

9.13 SAFETY AND ACCESS EXCEPTIONS

If the City encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), the City shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

Personal safety of staff engaged in any fieldwork activity (e.g. in transit, walking or hiking, and any field activities while at the sample site) is of primary importance. Staff should never place themselves in dangerous or risky situations. Any hazards that are known by field personnel should be communicated to other members of the field crew.

Fieldwork should be postponed if there is indication that engagement in the field activity could cause bodily harm. Working during lightning storms, in heavy vegetation or poison oak, near aggressive wildlife or domestic animals, traversing steep or rugged terrain, unstable slopes or creek banks, near swiftly moving water or potential flash flood conditions, or during snowy weather is not considered "normal risk." If any member of the field crew is uncomfortable with a reasonable self-determined hazardous field condition, it is that person's responsibility to bring this to the attention of the onsite field supervisor or their supervisor. A "reasonable self-determined hazardous field condition" is defined as other than normal risk. Supervisors shall not dismiss any person's spoken concerns that field conditions are too hazardous to complete the work assignment.

The person taking the samples must have adequate protection, including protective clothing. They must wear gloves, as protection against chemical and/or bacteriological hazards, while they are sampling or handling samples that are known or suspected to be hazardous (e.g. visible solids or sheens, downstream from sewage spills, etc.), or if hands have open wounds. The type of gloves worn shall be determined by the sampling circumstance and type of pollutants expected – for instance longer gloves are needed when samples must be taken well below the surface.

When in a boat or wading in a stream and where the danger of drowning exists, a personal flotation device shall be worn at all times in addition to following the other requirements of Title 8 CCR 1602 Working Over or Near Water. Other protective measures shall be taken in accordance with City safety procedures.

Upon arrival at a sampling site, safety equipment such as signs, cones, lights, etc. shall be set out as appropriate. Vehicles shall be parked in locations and directions to minimize traffic disruption and avoid sample contamination. Photos should be ultimately taken of the placement of all safety equipment and signage.

The following guidelines apply to all fieldwork by City staff.

- No sample or measurement is worth the risk of injury.
- All staff shall use proper personnel protective gear as appropriate for the incident (e.g., life preservers, gloves, goggles, etc.)
- Field sampling crews should consist of at least two members unless otherwise approved by a supervisor.
- Be conscious of the whereabouts of rattlesnakes, mountain lions, and other dangerous animals.
- Open body wounds are entry sites for infection; take the necessary precautions for self-protection.
- If there is storm activity in the work area, wait for safer conditions to develop or postpone the sampling.
- Do not sample at night without approval from your supervisor.

- Do not trespass on private property or posted restricted public lands without prior permission and written approval from property owner or administrator.
- If strange or suspicious looking people are in the work area, either wait for them to leave or postpone the work to a later time. Do not force confrontations with strangers and back away from any confrontations with the public. Be courteous and understanding of public concerns of the situation.
- Take the necessary precautions against exposure to harmful weather conditions such as heat, wind, snow, cold, rain, etc.
- Carefully evaluate a given on-site situation to determine if the task can be performed safely.
- Streams will not be entered unless the responding employees have the necessary protective footwear (e.g. rubber boots, waders) and the footwear does not pose an additional risk to worker safety (e.g. waders filling with water if the employee slips in the stream).
- Streams will not be entered if deemed unsafe to do so by the most senior employee on the responding crew and if entered, will only be done so in accordance with Title 8 CCR Section 1602 Work Over or Near Water.

9.14 SPILL TECHNICAL REPORT: Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Deputy Director of Public Works and Utilities shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
 - Complete and detailed explanation of how and when the spill was discovered;
 - Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
 - Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
 - Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
 - Detailed description of the spill cause(s);
 - Description of the pipe material, and estimated age of the pipe material, at the failure location;
 - Description of the impact of the spill;
 - Copy of original field crew records used to document the spill; and
 - Historical maintenance records for the failure location.
2. City's response to the spill:
 - Chronological narrative description of all actions taken by the City to terminate the spill;
 - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
 - Final corrective action(s) completed and a schedule for planned corrective actions, including:

- Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
- Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
- Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.

3. Water Quality Monitoring, including at minimum:

- Description of all water quality sampling activities conducted;
- List of pollutant and parameters monitored, sampled and analyzed; as required in Section 9.2.
- Laboratory results, including laboratory reports;
- Detailed location map illustrating all water quality sampling points; and
- Other regulatory agencies receiving sample results (if applicable).

5. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

9.15 TRAINING

Training will be provided in accordance with the table below:

Surface Water Sampling Training Program	
Who Is Trained to Collect Surface Water Samples?	Sewer Crew
Training Curriculum	At a minimum, training shall include: • The City of Gilroy Water Quality Monitoring Plan • Sampling technique, including hands on practice • Sampling equipment calibration, use and decontamination procedures, including hands on practice • Sampling safety • Completion of the Sampling Equipment Calibration/Maintenance Log, Surface Water Sampling Report and Chain of Custody
Training Documentation	Attendees shall be required to sign-in to all training on the appropriate forms used by the City.
Refresher Training Frequency	Annual
Who is Responsible for Ensuring Training Occurs?	Streets, Sewer, and Forestry Supervisor
Required Training Records	Employee training sign in log
Who is Responsible for Maintaining Records?	Streets, Sewer, and Forestry Supervisor

10. NOTIFICATION, REPORTING, MONITORING AND RECORDKEEPING REQUIREMENTS*ref. ORDER WQ 2022-0103-DWQ Attachment E-1 and E-2***10.1 REPORTING REQUIREMENTS**

All reporting required in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) must be submitted electronically to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>), unless specified otherwise in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The City shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

Refer to APPENDIX A for detailed reporting requirements by spill category.

10.2 REGULATOR REQUIRED NOTIFICATIONS**10.2.1 Spill Category 1: Spills to Surface Waters**

Spill Requirement	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	- Conduct spill-specific monitoring; - Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	- Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; - Submit Certified Spill Report within 15 calendar days of the spill end date; - Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and - Submit Amended Spill Report within 90 calendar days after the spill end date.	(Section 3.1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.2 Spill Category 2: Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	- Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; - Submit Certified Spill Report within 15 calendar days of the spill end date; and - Submit Amended Spill Report within 90 calendar days after the spill end date.	(Section 3.2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.3 Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	- Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occur; and - Submit Amended Spill Reports within 90 calendar days after the Certified Spill Report due date.	(Section 3.3 and 3.5 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.4 Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1

		of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	- If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. - Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur.	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.5 City Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a spill of 1,000 gallons or greater, from an City- owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1 of the State Water Board ORDER WQ 2022-0103-DWQ)
Reporting	- Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. - Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.	(Sections 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.3 COMPLAINT RECORDS

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows. These complaint records include, but are not limited to, records documenting how the City responded to notifications of spills. Each complaint record must, at a minimum, include the following information:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

All complaint records will be maintained in Cityworks for a minimum of five years whether or not they result in a spill. Spill files (field notes, spill/Backup Response Workbook) are kept in the Streets, Sewer, and Forestry Supervisor's office.

11. POST-SPILL ASSESSMENTS OF SPILL RESPONSE ACTIVITIES

(*ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, ATTACHMENT D, Page D-6*)

Every spill event is an opportunity to evaluate the City adherence to response and reporting procedures and effectiveness of the response. Each spill event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after spill events all the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in responding to and mitigating future spill events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

11.1 FAILURE ANALYSIS INVESTIGATION

The objective of the failure analysis investigation is to determine the "root cause" of the spill and to identify corrective action(s) needed that will reduce or eliminate future potential for the spill to recur or for other spills to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation may include:

- Reviewing and completing the Sanitary Sewer Spill Report and any other documents related to the incident
- Reviewing the incident timeline and other documentation regarding the incident
- Reviewing communications with the reporting party and witness
- Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings
- Reviewing available photographs

- Interviewing staff that responded to the spill
- Reviewing past maintenance records
- Reviewing past CCTV records,
- Conducting a CCTV inspection to determine the condition of all line segments immediately following the spill and reviewing the video and logs,
- Reviewing any Fats, Oils, Roots and Grease (FROG) related information or results
- Post spill debrief records
- Interviews with the public at the spill location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form (in Sanitary Sewer Spill/Backup Response Workbook) will be used to document the investigation.

12. SPILL RESPONSE TRAINING

(*ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, Attachment D 4.3 page D-5 and Element 6 page D-6*)

This section provides information on the training that is required to support this Spill Emergency Response Plan.

12.1 INITIAL AND ANNUAL REFRESHER TRAINING

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system spill will receive training on the contents of this SERP. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this SERP and the procedures to be followed. The City will document all training.

Affected employees will receive annual training on the following topics by knowledgeable trainers:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6
- The City's Spill Emergency Response Plan procedures and practice drills
- Containment and cleanup methods
- Researching and documenting Sanitary Sewer Spill Start Times
- Skilled estimation of spill volume for field operators
- Impacted Surface Waters: Sample location selection, sampling, and documentation procedures
- Electronic CIWQS reporting procedures for staff submitting data
- State Water Resources Control Board Employee Knowledge Expectations

Through SWRCB Employee Knowledge Expectations training, the employee will be able to answer the following:

1. Please briefly describe your name and job title.

2. Please describe for us approximately when you started in this field and how long you have worked for your agency.
3. Please expand on your current position duties and role in responding in the field to any spill complaints.
4. Please describe your SOPs used to respond/mitigate spills when they occur.
5. Describe any training your agency provides or sends you to for conducting spill volume estimates.
6. We are interested in learning more about how your historical spill response activities have worked in the field. We understand from discussions with management earlier that you use the SERP from the SSMP. Please elaborate on how you implement and utilize the procedures in the plan.
7. Historically, before any recent changes, can you please walk us through how you would typically receive and respond to any spill complaints in the field?
8. Can you tell us who is responsible for estimating spill volumes discharged? If it is you, please describe how you go about estimating the spill volume that you record on the work order/service request forms?
9. What other information do you collect or record other than what is written on the work order form?
10. Describe if and when you ever talk with people that call in spills (either onsite or via telephone) to further check out when the spill might have occurred based on what they or others know? If you do this, can you tell us where this information is recorded?
11. We understand you may be instructed to take pictures of some sewer spills/backups into structures. Other than these spills, when else would you typically take any pictures of a spill?
12. Please walk us through anything else you'd like to add to help us better understand how your field crews respond and mitigate spill complaints.

12.2 SPILL RESPONSE DRILLS

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, and lateral blockage). The results and the observations during the drills will be recorded and action items will be tracked to ensure completion.

12.3 SPILL TRAINING RECORD KEEPING

Records will be kept of all training that is provided in support of this SERP for 5 years. The records for all scheduled training courses and for each overflow emergency response training event will include date, time, place, content, name of trainer(s), names and titles of attendees, brief narrative description of the training, including training method(s) and training materials and/or equipment used.

12.4 CONTRACTORS WORKING ON CITY SEWER FACILITIES

All contractors working on City sewer facilities will be required to follow the spill response instructions on the Sanitary Sewer Spill Response Instructions for Contractors (Appendix C). Additional training may be required depending on the nature of the work on any or all of the following:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6
- Communication procedures to City in the event a spill is caused or witnessed
- The City's Spill Emergency Response Plan procedures and practice drills
- Skilled estimation of spill volume for field operators
- Electronic CIWQS reporting procedures for staff submitting data

13. SEWER BACKUP INTO/ONTO PRIVATE PROPERTY CLAIMS HANDLING POLICY

It is the policy of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- City staff will offer a City claim form irrespective of fault whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.
- It is the responsibility of the Sewer Crew to gather information regarding the incident and notify the Streets, Sewer, and Forestry Supervisor or their designee.
- It is the responsibility of the Human Resources Director/Risk Manager or their designee to review all claims and to oversee the adjustment and administration of the claim to closure.

14. AUTHORITY

This SERP is written in accordance with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

15. APPENDICES

- A. Reporting Requirements by Spill Category
- B. Door Hanger
- C. Sanitary Sewer Spill Response Instructions for Contractors
- D. Sanitary Sewer Spill/Backup Response Workbook

APPENDIX A:
Reporting Requirements by Spill Category

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 1 SPILL REPORTING**Draft Spill Report**

Within three (3) business days of the City's knowledge of a Category 1 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry location(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system;
 - d. Estimated spill volume remaining within the drainage conveyance system;
 - e. Description and photographs of all discharge point(s) into the surface water;
 - f. Estimated spill volume that discharged to surface waters; and
 - g. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database.

Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

(Category 1 continued)

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - a. The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
 - a. Observed impacts on aquatic life,
 - b. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
 - c. Responsible entity for closing/restricting use of water body, and
 - d. Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

(Category 1 continued)

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 2 SPILL REPORTING**Draft Spill Report**

Within three (3) business days of the City's knowledge of a Category 2 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;
11. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and
12. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;

(Category 2 continued)

2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and
14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 3 SPILL REPORTING**Monthly Certified Spill Reporting**

The City shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry locations(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system; and
 - d. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable.
10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
 - a. The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);

(Category 3 Continued)

15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
 - a. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
 - b. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
 - Adjusted schedule/method of preventive maintenance,
 - Planned rehabilitation or replacement of sanitary sewer asset,
 - Inspected, repaired asset(s), or replaced defective asset(s),
 - Capital improvements,
 - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
 - Description of spill response activities,
 - Spill response completion date, and
 - Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;
21. Detailed narrative of investigation and investigation findings of cause of spill.

Amended Certified Spill Reports

Within 90 calendar days of the certified Spill Report due date, the City may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 4 SPILL REPORTING**Monthly Certified Spill Reporting**

The City shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the City shall:

- Maintain records per section 4.4. of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). The City shall provide records upon request by State Water Board or Regional Water Board staff.
- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

Monthly Certification of “No-Spills” Or “Category 4 Spills” and/or “Non-Category 1 Lateral Spills”

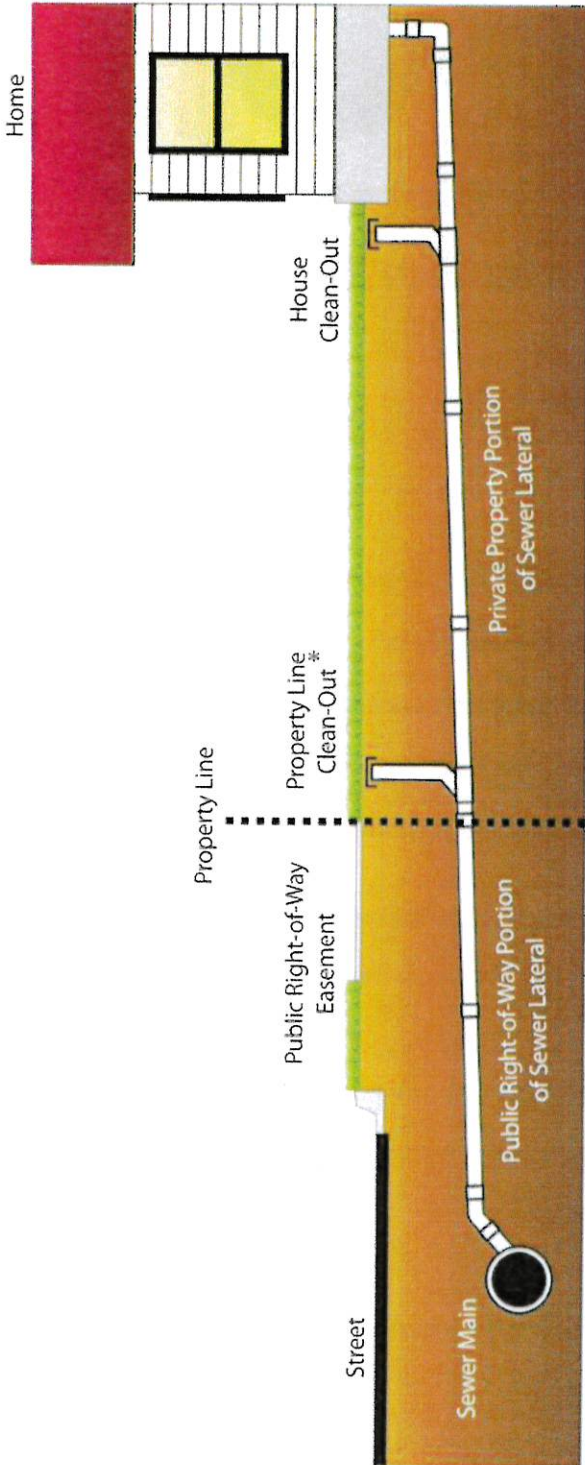
If either (1) no spills occur during a calendar month or (2) only Category 4, and/or City-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the City shall certify, within 30 calendar days after the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR)) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the City has no further spills of any category, in the subsequent calendar month, the City shall certify “no-spills” for the subsequent calendar month.

If the City has no spills from its systems during a calendar month, but the City voluntarily reported a spill from a private lateral or a private system, the City shall certify “no-spills” for that calendar month.

If the City has spills from its owned and/or operated laterals during a calendar month, the City shall not certify “no spills” for that calendar month.

APPENDIX B:
Door Hanger



* Not standard on all properties.



City of Gilroy Public Works Department

On (Date) _____

At (location) _____

We responded to a request for a reported sewer concern.

Sanitary Sewer Main:

- ☐ The main line is clear and operating properly.
- ☐ The main line was clogged and has been cleared.

Your service should be clear at this time.

If you are still having sewer service interruption we recommend that you contact a licensed plumber.

The Property Owner is responsible for maintaining the sewer lateral from the building to the city sanitary sewer main.

For questions **Monday thru Friday 8:00am-5:00pm** please call the City of Gilroy at **(408) 846-0460**.

For sewer emergencies **After Hours** please call **(408) 846-0350**.

APPENDIX C:
Sewer Spill Response Instructions for Contractors

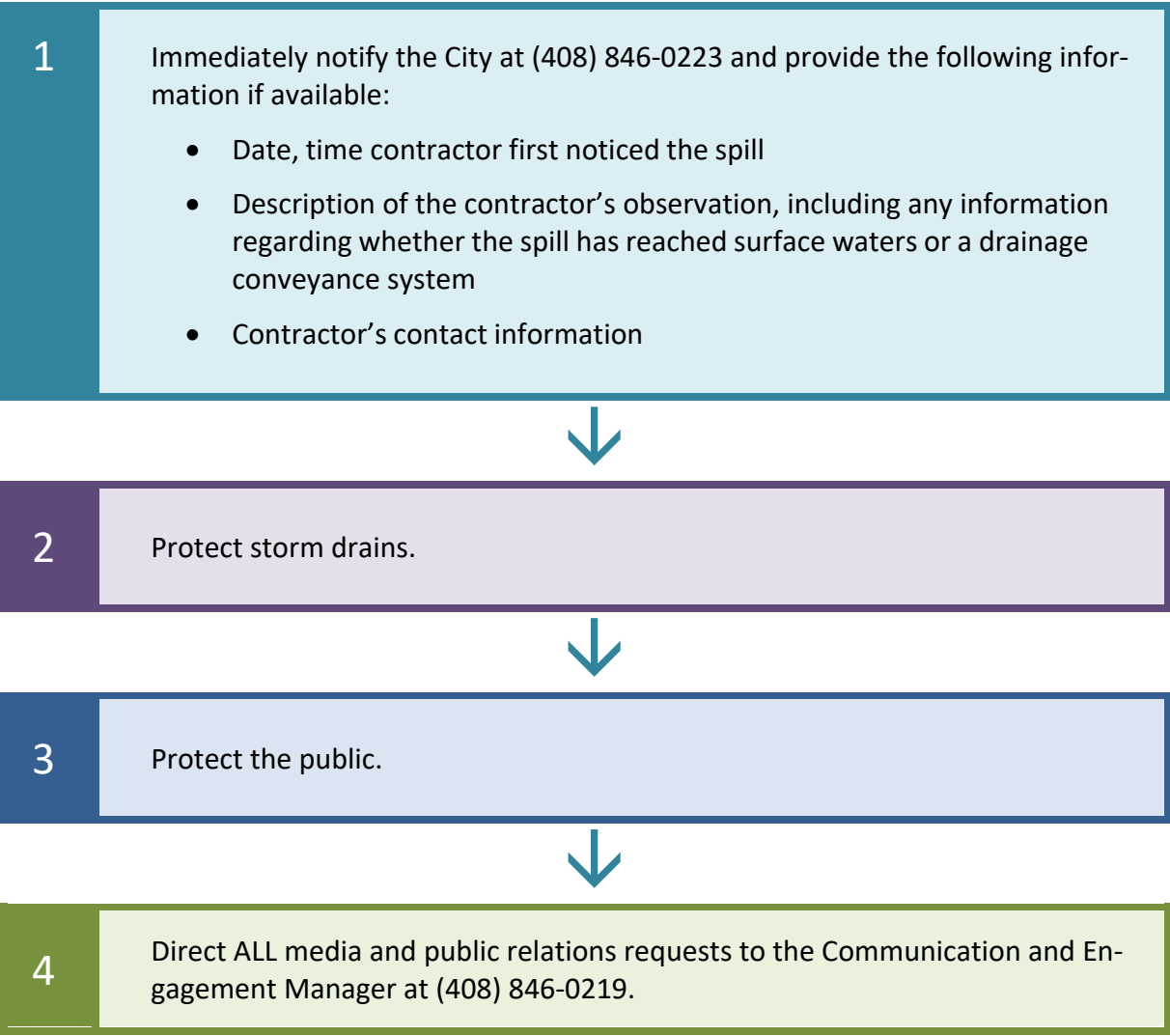
City of Gilroy
Spill Emergency Response Plan

Sewer Spill Response Instructions for Contractors

For contractors working on the sanitary sewer system the City expects them to have, at all worksites, spill response materials necessary to block drainage conveyance system entry points near the work area and surface waters.

Additionally, contractor must be trained on spill response materials and equipment.

The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:



APPENDIX D:
Sewer Spill/Backup Response Workbook

City of Gilroy

Sewer Spill Emergency Response Plan

Sewer Spill/Backup Response Workbook



INSERT TAB:
Tab A: Start Here

Sanitary Sewer Spill/Backup Response Workbook

See the following page for contact information as needed.

- ☐ Make immediate notifications:
 - If this spill is discharging or threatening to discharge greater than or equal to 1,000 gallons to waters of the State, immediately contact CalOES at (800) 852-7550 within 2 hours and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1.
 - If there is a backup into a residence/business that may be due to a problem in the City's sewer, notify the Streets, Sewer, and Forestry Supervisor at (408) 846-0281.
 - For media inquiries/requests contact the Communication and Engagement Manager at (408) 846-0219.
- ☐ Refer to the Regulatory Reporting Guide in this Workbook for additional reporting requirements.

SEWER CREW: ☐ Refer to the Spill Event Checklist (A-4), follow the instructions on the Spill/Backup Response Flowchart (C-1), and complete forms in this Workbook as indicated. ☐ Complete the chain of custody record (to the right) and deliver this workbook to the Streets, Sewer, and Forestry Supervisor.	CHAIN OF CUSTODY	
	Print Name:	
	Initial:	
	Date:	

STREETS, SEWER, AND FORESTRY SUPERVISOR: ☐ Review the Spill Event Checklist (A-4) and the forms in this Workbook. Contact the Sewer Crew for additional information if necessary. ☐ Confirm that all required regulatory notifications have been made (B-1). ☐ If this was a Sewer Backup, follow instructions on the Backup Forms Checklist (F-1). ☐ Complete the Post Spill Assessment (H-1) and Collection System Failure Analysis Form (H-2). ☐ Complete the Chain of Custody record (right) and forward Workbook to Data Submitter	CHAIN OF CUSTODY	
	Print Name:	
	Initial:	
	Date:	

DATA SUBMITTER: ☐ Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities ☐ Complete the chain of custody record (to the right) and deliver this workbook to a Legally Responsible Official (see A-2 for LROs).	CHAIN OF CUSTODY	
	Print Name:	
	Initial:	
	Date:	

LEGALLY RESPONSIBLE OFFICIAL: ☐ Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities ☐ Complete the chain of custody record (to the right) and file this Workbook with the spill file.	CHAIN OF CUSTODY	
	Print Name:	
	Initial:	
	Date:	

Contact Information

Contact	Description	Telephone/Email/Address
CAL/OES	California Office of Emergency Services	(800) 852-7550
Communication and Engagement Manager	Media inquiries/requests	Rachelle Bedell (408) 846-0219
Central Coast Regional Water Quality Control Board		(805) 549-3882
Monterey Analytical	Water quality sample analysis	4 Justin Court, Suite D Monterey, CA 93940 (831) 375-MBAS (6227)
Human Resources Director/Risk Manager	Assistance with sewer backup customers	(408) 846-0228
Restoration/Remediation	Cleaning Services	SERVPRO of Morgan Hill/Gilroy (408) 500-0657 ServiceMaster DRS of Gilroy and Morgan Hill (831) 728-1020 ALL US Mold Removal & Remediation (669) 345-4591
Santa Clara Environmental Health	○ Notifications ○ Sign placement guidance	(408) 918-3400
State Water Resources Control Board	Walter Mobley	(916) 323-0878 Walter.Mobley@waterboards.ca.gov
Streets, Sewer, and Forestry Supervisor Deputy Director of Public Works and Utilities Senior Maintenance Workers	CalOES 2-hour notification and other regulatory notifications	(408) 846-0281 (408) 846-0275 John Greer (408) 846-0422 Pete Martinez (408) 846-0423
Streets, Sewer, and Forestry Supervisor	Outside Assistance / Mutual Aid	(408) 846-0281
Valley Water District	For spills impacting Uvas Creek	(408) 265-2600

Authorized Personnel:

The following are authorized to perform regulatory reporting of spills:

Job Title	Telephone
Deputy Director of Public Works and Utilities	(408) 846-0275
Streets, Sewer, and Forestry Supervisor	(408) 846-0281
Senior Maintenance Workers	John Greer (408) 846-0422 Pete Martinez (408) 846-0423

The City’s Legally Responsible Official (LRO) is authorized to electronically sign and certify spill reports in CIWQS. The LRO is the Deputy Director of Public Works and Utilities.

NOTE: All references to “SSWDR” refer to State Water Board Order No. WQ 2022-0103-DWQ.

DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under SSWDR if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

- **Category 1 Spill:**

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under SSWDR that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of SSWDR.

- **Category 2 Spill**

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

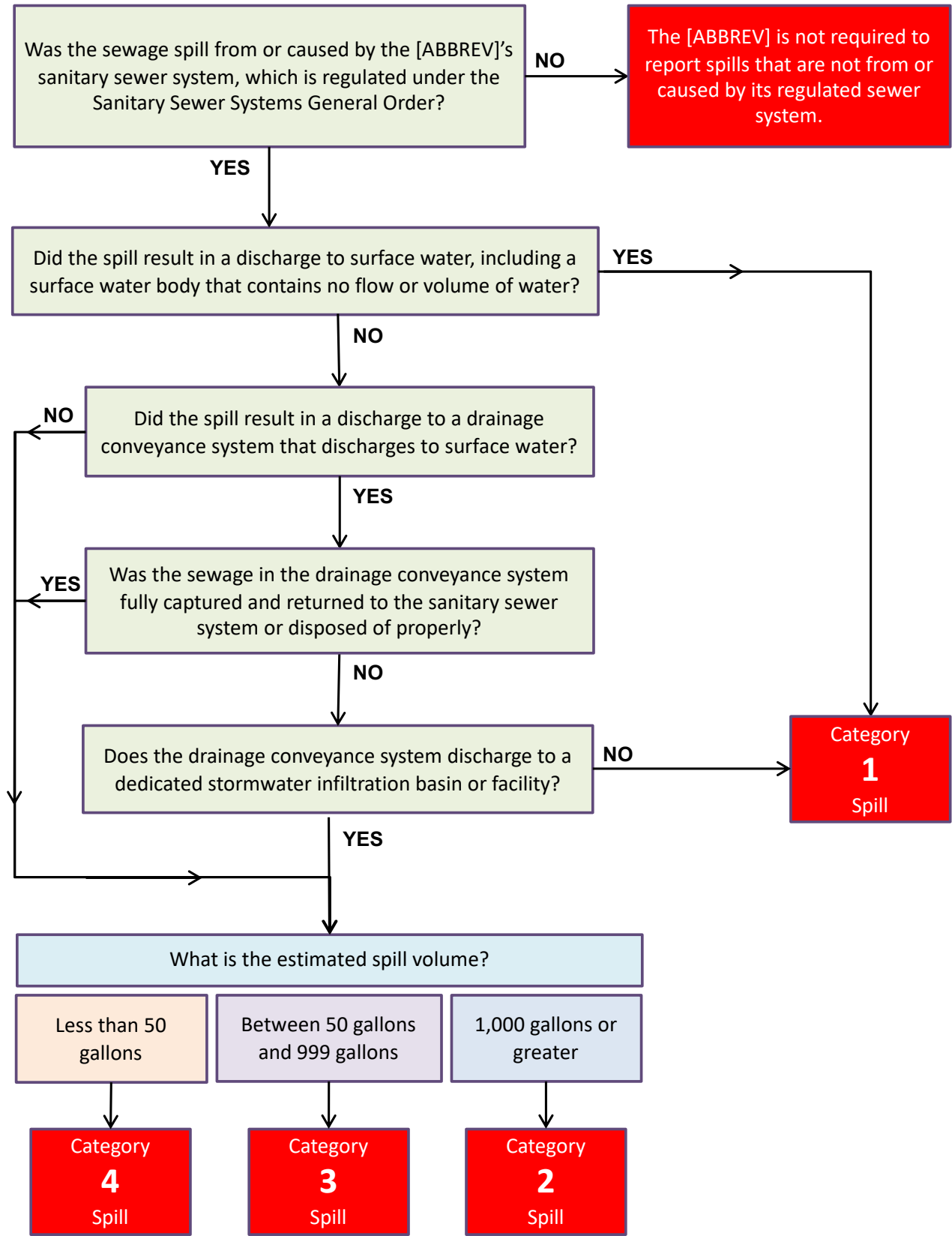
A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

INSTRUCTIONS: Answer each question in order and stop at the red box once you have determined the category.



City of Gilroy Spill Emergency Response Plan

Spill Event Checklist

A-4

Date of Spill: _____ Spill Location/Name: _____
 CIWQS Event ID #: _____ Category? ☐ 1 ☐ 2 ☐ 3 ☐ 4 OES#: _____
 Property Damage? ☐ Yes ☐ No Service Request #: _____

SEWER CREW RESPONSIBILITIES

- | | |
|--|---|
| ☐ Effort made to contain and return a portion/all to the sanitary sewer
☐ Pictures/video taken of spill
☐ Pictures taken of affected/unaffected area
☐ If property damage, start that process
☐ Pictures taken of containment efforts
☐ If spill is Cat 1 > 1000 gallons or Cat 2 > 1000 gal threatening to discharge to waters of the State: OES Control # _____
☐ Were surface waters impacted? | ☐ Impacted waters identified?
☐ Assess and document spill location and spread including photos
☐ Spill Report Form Complete (includes fields for all required fields in CIWQS, and a sketch of spill)
☐ Volume Estimation Worksheet(s) done
☐ Start Time Determination Form done
☐ Follow Water Quality Monitoring and Sampling procedures |
|--|---|

STREETS, SEWER, AND FORESTRY SUPERVISOR RESPONSIBILITIES

- | | |
|--|--|
| ☐ Map of where samples were taken, if applicable
☐ For Cat 1 Spills 50,000 gallons or larger, obtain sampling results
☐ Ensure Technical Report is written
☐ Initial review of forms is complete (ensure consistency of dates, times, volumes, and other data)
☐ Review of photos and videos (label/date)
☐ Start folder for all documentation for this spill event. Put everything in it (Spill Report, Field Reports, Worksheets/Forms, follow-up work orders, notes, photos, drawings, CIWQS print outs, emails, etc.) | ☐ Conduct Post Spill Assessment & complete form (G-1)
☐ Failure Analysis <ul style="list-style-type: none"> ☐ TV to determine cause ☐ Review Asset History ☐ Determine next steps to prevent recurrence
☐ Document findings and next steps on Spill Report |
|--|--|

DATA SUBMITTER RESPONSIBILITIES

- | | |
|---|--|
| ☐ Submit Draft in CIWQS w/in 3 business days (for Categories 1 and 2 only)
☐ Print CIWQS Draft hard copy and email
☐ Review CIWQS, spill Report, Worksheets, CMMS, and any other documentation to ensure data is consistent (e.g. dates, times, volumes, cause, follow-up action, etc.)
☐ Attach photos, forms etc. to CIWQS | ☐ Attach Technical Report to CIWQS, if applicable
☐ Submit Ready to Certify in CIWQS (with sufficient time for LRO review)
☐ Print CIWQS Ready to Certify and email
☐ Hand Workbook to LRO and complete Chain of Custody form |
|---|--|

LRO RESPONSIBILITIES

- | | |
|--|--|
| ☐ LRO review Workbook and CIWQS verify accurate and consistent data
☐ Certify in CIWQS (within 15 calendar days for Categories 1 & 2, 30 days after the month for Category 3 & 4)
☐ Print Certified CIWQS and email
☐ Any changes? Change in CIWQS and hard copies and explain changes, print our current version | ☐ Move completed Workbook and spill folder to spill files
☐ If any changes are made to SSMP <ul style="list-style-type: none"> ☐ Update SSMP and link on CIWQS to SSMP ☐ Add change to SSMP Change Log ☐ Consider need to re-certify SSMP |
|--|--|

INSERT TAB:
Tab B: Regulatory Reporting

City of Gilroy Spill Emergency Response Plan

Regulatory Reporting Guide

B-1: Page 1

The City's Legally Responsible Officials (LROs) are authorized to electronically sign and certify spill reports in CIWQS. See contact information for LROs on page A-2.

Deadline	Category 1 Spill*	Category 2 Spill**	Category 3 Spill**	Category 4 Spill**
2 hours after awareness of spill	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	-	-
Within 18 hours of awareness of spill	Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	-	-	-
As soon as possible	Notify Valley Water District for spills impacting Uvas Creek			
3 Business Days after awareness of spill	Submit Draft Spill Report in the CIWQS database.	Submit Draft Spill Report in the CIWQS database.	-	-
15 Days after the spill end date	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	-	-
Within 30 calendars days after the end of the calendar month in which the spill occurs	-	-	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database (Submit Amended Spill Report, as needed, within 90 calendar days after the Certified Spill Report due date.)	Certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database.
45 days after spill end date	Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and	-	-	-
By February 1 st after the end of the calendar year in which the spills occur.	-	See ++ note below.	-	Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database.

* A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill.

++ See following page for notes.

++ Agency owned lateral spills (Cat 2-4) to be reported by Feb 1 of the following year.

- **Monthly Spill Reporting of Non-Category 1 Lateral Spills:** If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually for the designated month.
- **Annual Certified Spill Reporting of Category 4 and/or Lateral Spills:** For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

City of Gilroy Spill Emergency Response Plan
Regulatory Reporting/Notifications Log

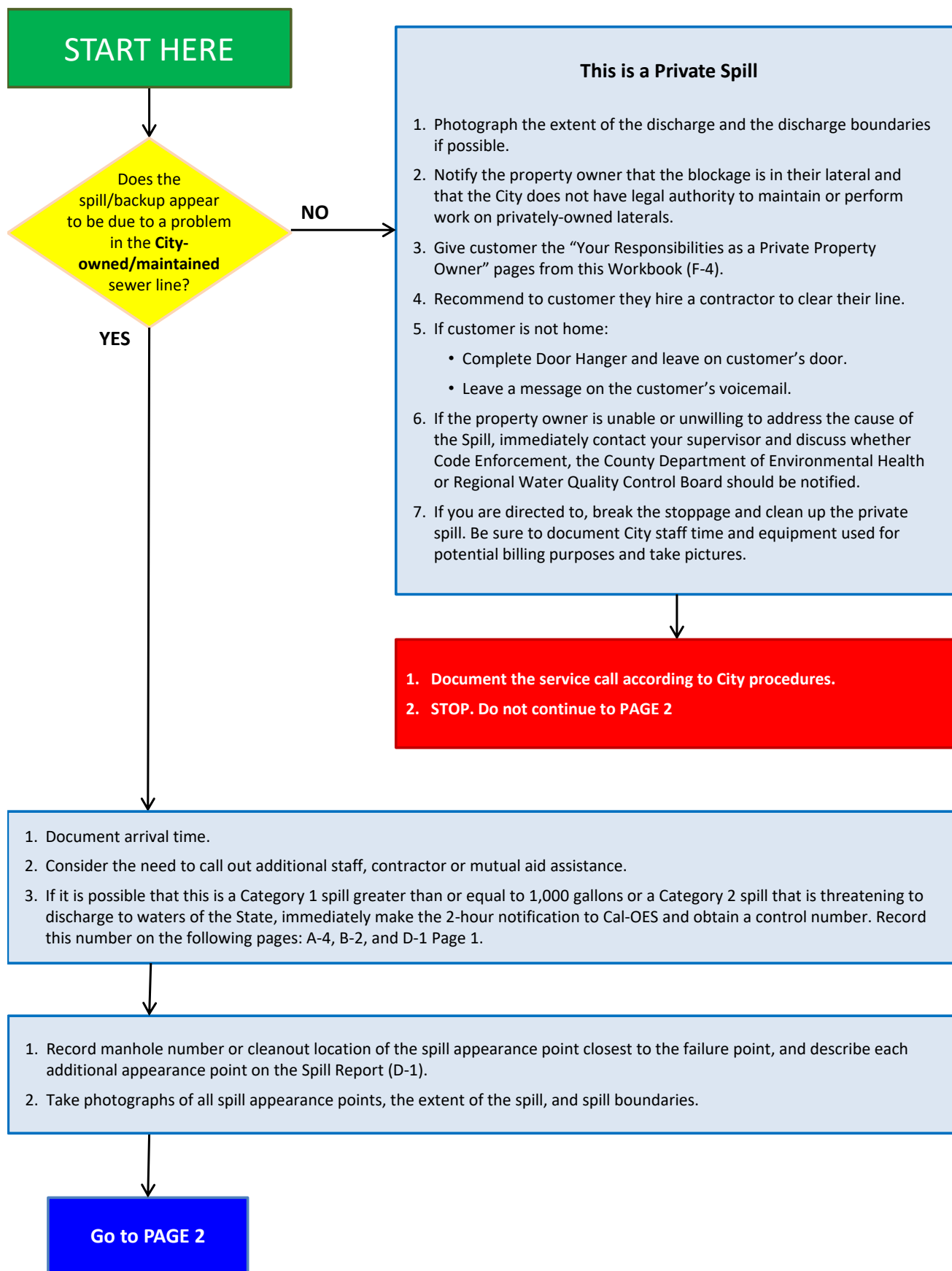
B-2

Agency/Firm Contacted	Individual Spoken to:	Date	Time	Notes
CalOES				Control Number:

INSERT TAB:
Tab C: Flowchart

City of Gilroy Spill Emergency Response Plan
Spill/Backup Response Flowchart

C-1: Page 1



City of Gilroy Spill Emergency Response Plan
Spill/Backup Response Flowchart

C-1: Page 2**Continue from PAGE 1****BEGIN DIVERSION AND CONTAINMENT, AS NECESSARY****1. DIVERT AWAY FROM SENSITIVE AREAS:**

- a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)
- b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.

2. CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:

- a. As practical, plug or block drainage conveyance system entry locations or use rubber mats to cover basin inlet and divert flow to a downstream sanitary sewer manhole (*barricade manhole if left open and monitor after barricade*) or area suitable to capture the spill for later collection.

If any amount has already reached the drainage conveyance system, trace it downstream to a dry manhole and block it from entering surface waters. i.e., plugs, sandbags, or vacuum truck.

- b. If you are confident that you can capture the spill in the drainage conveyance system, trace it downstream to a dry manhole and then divert the spill to the drainage conveyance system for later recovery and return to the sanitary sewer.
- c. Use bypass pumps to pump around blockage until it can be removed.
- d. Divert to low area of ground where it can be collected later.

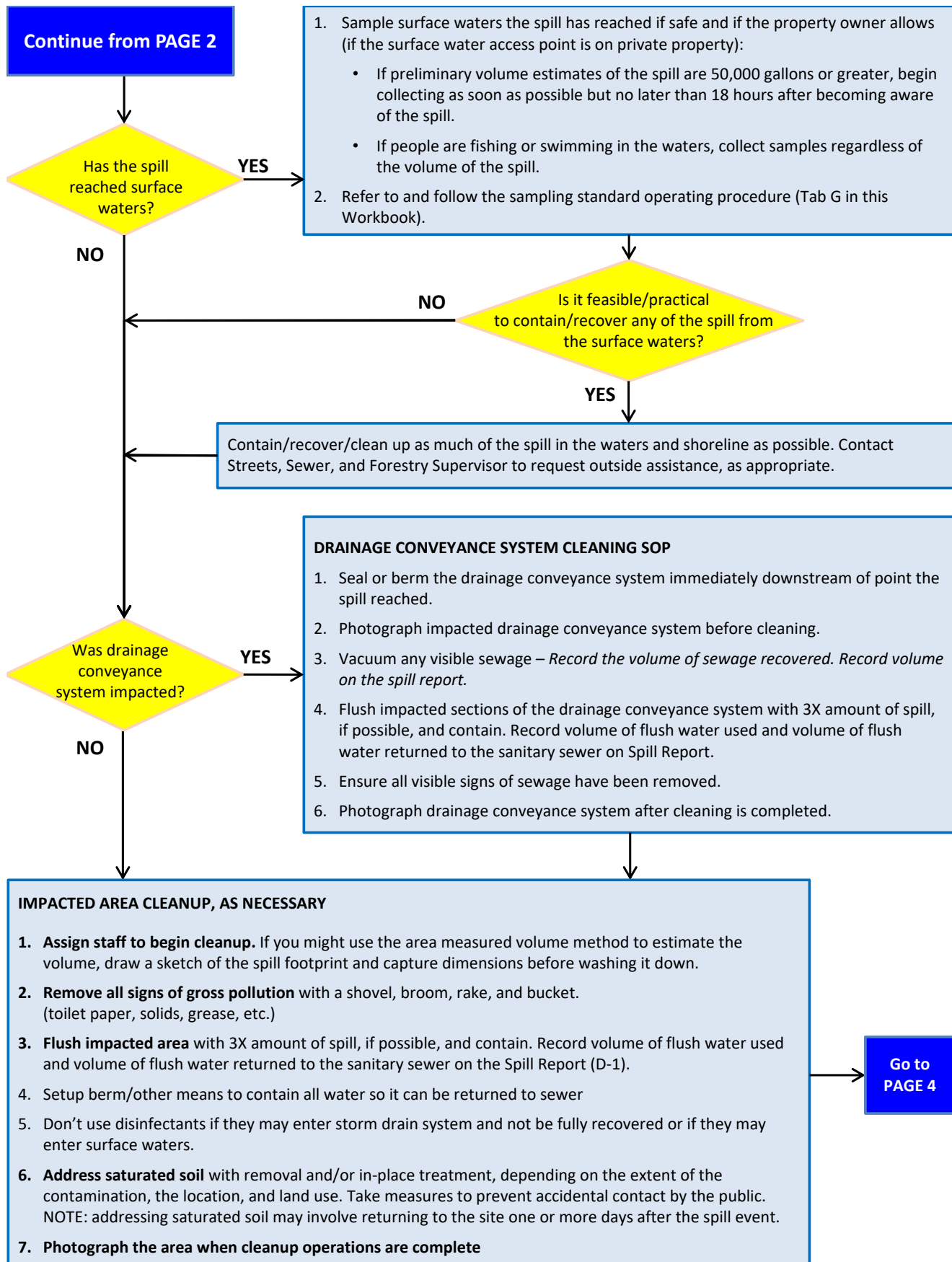
3. PHOTOGRAPH each drainage conveyance system entry location.**ADDRESS CAUSE OF SPILL/BACKUP ASAP**

1. For spill/backups not related to a pump station, relieve the stoppage. Note the distance of the obstruction from the manhole and catch/remove debris that could cause another stoppage. After flow has returned to normal, clean the pipe thoroughly. Consider televising (CCTV) the affected line.
2. For pump station related spill/backups refer to that station's Emergency Response Plan.
3. Photograph staff activities while clearing the blockage.

**Go to
PAGE 3**

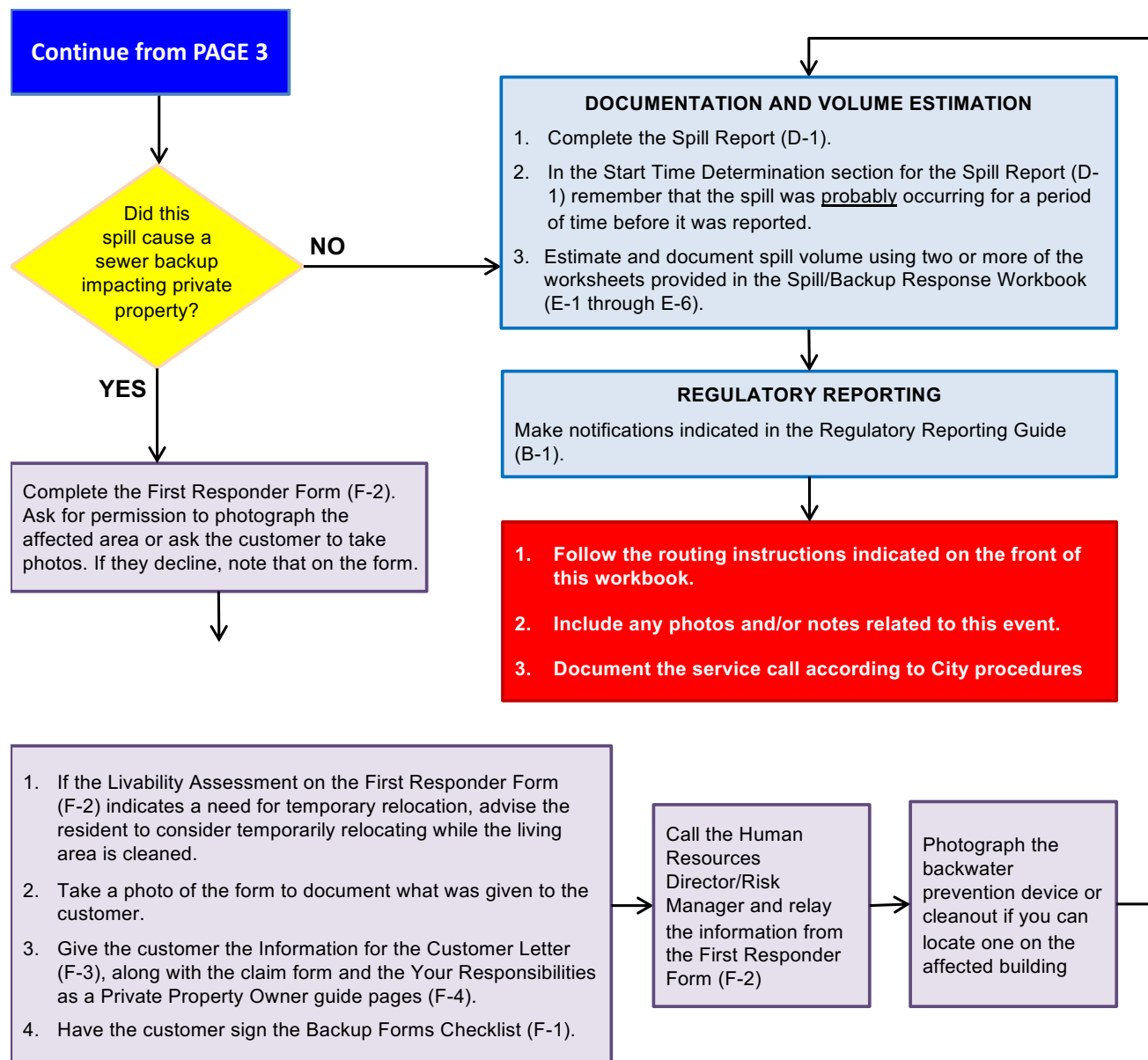
City of Gilroy Spill Emergency Response Plan
Spill/Backup Response Flowchart

C-1: Page 3



City of Gilroy Spill Emergency Response Plan
Spill/Backup Response Flowchart

C-1: Page 4



INSERT TAB:
Tab D: Spill Report

Sanitary Sewer Spill Field ReportCheck spill category (see A-3 for definitions): ☐ CATEGORY 1 ☐ CATEGORY 2 ☐ CATEGORY 3 ☐ CATEGORY 4

CalOES NOTIFICATION*		
Date:	Time:	Assigned Control Number:

Names of the Persons Completing this Report	Contact Information

PHYSICAL LOCATION DETAILS	
Spill location name:	
Location description:	
Address of spill:	
City: Gilroy	Cross Street:
Regional Water Quality Control Board: Central Coast	County: Santa Clara

DATE/TIME
Date and time the City was notified of, or self-discovered, the spill: _____
Operator arrival time: _____

PHOTOGRAPHS
Photos must be taken during the spill event. At a minimum, the following photos must be taken: ○ Appearance point closest to the failure point ○ Extent of the spill and spill boundaries ○ Entry location of each drainage conveyance system the sewage entered ○ All discharge points into surface waters ○ Location(s) of clean up
Where are photographs stored?

* Within two (2) hours of the City's knowledge of a Category 1 or Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State, notify CalOES and obtain a notification control number.

SPILL ORIGATION	
Description and GPS coordinates of the system location where the spill originated*: <i>Include manhole number or cleanout location of the spill appearance point closest to the failure point as applicable.</i>	
Latitude:	Longitude:
Number of additional appearance points:	
Spill appearance points: (Check all that apply) ☐ Backflow Prevention Device ☐ Combined Sewer Drain Inlet (Combined Collection System Only) ☐ Force Main ☐ Gravity Mainline ☐ Inside Building/Structure ☐ Lateral Clean Out (Private) ☐ Lateral Clean Out (Public) ☐ Lower Lateral (Private) ☐ Lower Lateral (Public) ☐ Manhole ☐ Other Sewer System Structure ☐ Pump Station ☐ Upper Lateral (Private) ☐ Upper Lateral (Public) ☐ Other, describe:	
Describe each spill appearance point:	
Check to confirm photos were taken of all appearance points: ☐	

* Note: If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the "Describe each spill appearance point" description section above. Take photos of spill appearance point(s).

SPILL DESTINATION (Check all that apply)	
Final spill destination(s): ☐ Drainage Conveyance System That Discharges to Surface Water ☐ Surface Water ☐ Building or Structure ☐ Drainage Conveyance System ☐ Groundwater Infiltration Basic or Facility ☐ Paved Surface ☐ Street/Curb and Gutter ☐ Unpaved Surface ☐ Other, describe:	
Description of the spill event destination(s) including GPS coordinates if available that represent the full spread and reach of the spill.	
Latitude:	Longitude:
Latitude (if needed):	Longitude (if needed):
Latitude (if needed):	Longitude (if needed):
Latitude (if needed):	Longitude (if needed):
Check to confirm photos were taken of spill destination/boundaries: ☐	

City of Gilroy Spill Emergency Response Plan
Sanitary Sewer Spill Field Report

D-1: Page 4

SPILL VOLUME
Estimated total spill volume exiting the system: _____ gallons
Did the spill reach a drainage conveyance system? ☐ YES ☐ NO If yes: - Estimated time the spill reached the drainage conveyance system: _____ - Distance from drainage conveyance system to entry point to surface waters: _____ feet - Method to determine travel time from point of entry to drainage conveyance system to receiving waters: _____ _____ _____ - Describe the drainage conveyance system transporting the spill: _____ _____ _____
Estimated spill volume fully recovered from the drainage conveyance system: _____ gallons
Estimated spill volume remaining within the drainage conveyance system: _____ gallons
Check to confirm photos taken of entry location of drainage conveyance system the sewage entered: ☐
Did the spill reach surface water? ☐ YES ☐ NO If yes: - Estimated time the spill entered the surface water: _____ - Distance from spill appearance point to entry point to surface water: _____ feet - Method to determine travel time to receiving waters: _____ _____ _____ - Describe all discharge points: _____ _____ _____
Estimated spill volume that discharged to surface waters: _____ gallons
Estimated total spill volume recovered: _____ gallons
Check to confirm photos were taken of the following, as applicable: all discharge points into surface waters, waterbody bank erosion, floating matter, water surface sheen, discoloration of receiving water, any notable impacts to the receiving water: ☐
Did the spill discharge to a groundwater infiltration basin or facility? ☐ YES ☐ NO If yes, - Estimated time the spill entered the groundwater infiltration basin or facility: _____ - Estimated spill volume discharged to the groundwater infiltration basin or facility: _____ gallons
Estimated spill volume that did NOT reach drainage conveyance system, surface water, or groundwater infiltration basin or facility: _____ gallons
Estimated Total Spill Volume Recovered: _____ gallons

SPILL VOLUME (continued)
Method and explanation of volume estimation methods used: (Check all that apply) ☐ Eyeball Estimate (worksheet included in Spill/Backup Response Workbook) ☐ Counting Upstream Connections (worksheet included in Spill/Backup Response Workbook) ☐ Duration and Flow Rate (worksheet included in Spill/Backup Response Workbook) ☐ Measured Volume (worksheet included in Spill/Backup Response Workbook) ☐ Other (provide worksheet/calculations)
Description of how the spill volume estimations were calculated, including at a minimum, the methodology, assumptions and types of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information, used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered):

City of Gilroy Spill Emergency Response Plan
Sanitary Sewer Spill Field Report

D-1: Page 6

SPILL START TIME and END TIME DETERMINATION	
Were there witnesses to the spill? ☐ YES ☐ NO If yes, provide Spill Witness Statements below:	
Witness 1 Name:	Witness 1 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	
Witness 2 Name:	Witness 2 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	
Witness 3 Name:	Witness 3 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date ____ / ____ / ____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe NO Spill occurring? _____ AM / PM Date ____ / ____ / ____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	

SPILL START TIME and END TIME DETERMINATION (continued)
Are the volume of the spill and rate of flow known? ☐ YES ☐ NO If yes, divide volume by rate of flow to get duration of spill event: _____ Gallons ÷ _____ GPM = _____ Minutes Spill Volume Flow Rate Spill Duration Subtract the duration from the spill end date/time to establish the spill start date/time: _____ — _____ = _____ Spill End Date/Time Duration Spill Start Time Method to determine flow rate:
Solids Present? ☐ None or small amount (indicates recent start) ☐ Significant amount of buildup
Staining? ☐ None (indicates recent start) ☐ Minor ☐ Significant
Distance sewage has traveled from spill point:
Spill Start Time:
Spill End Date and Time:
How was end time determined? ☐ Broke stoppage ☐ Turned pump station back on ☐ Other, explain:
Description of the methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time.

City of Gilroy Spill Emergency Response Plan
Sanitary Sewer Spill Field Report

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SPILL CAUSE (check all that apply)

- ☐ Air Relief Valve (ARV)/Blow Off Valve (BOV)/Backwater Valve Failure
- ☐ Construction Diversion Failure
- ☐ Collection System Maintenance Failure (Specify Below)
- ☐ Damage by Others Not Related to CS Construction/Maintenance (Specify Below)
- ☐ Debris from Construction
- ☐ Debris from Lateral
- ☐ Debris-General
- ☐ Debris-Rags
- ☐ Debris-wipes/Non-disposables
- ☐ Flow Exceeded Capacity (Separate CS Only)
- ☐ Fats, Oils and Grease (FOG)
- ☐ Inappropriate Discharge to CS
- ☐ Natural Disaster (Specify Below)
- ☐ Operator Error (Specify Below)
- ☐ Pipe Structural Problem/Failure – Installation
- ☐ Pipe Structural Problem/Failure – Controls
- ☐ Pump Station Failure – Power
- ☐ Pump Station Failure – Mechanical
- ☐ Pump Station Failure – Controls
- ☐ Rainfall Exceeded Design, I and I (Separate CS Only)
- ☐ Root Intrusion
- ☐ Siphon Failure
- ☐ Surcharged Pipe (Combines CS Only)
- ☐ Vandalism (Specify Below)
- ☐ Other, specify:

SYSTEM FAILURE LOCATION	
System failure location: ☐ Air Relief Valve (ARV)/Blow Off Valve (BOV) Failure ☐ Force Main ☐ Gravity Mainline ☐ Lower Lateral ☐ Manhole ☐ Pump Station Failure – Controls ☐ Pump Station Failure – Mechanical ☐ Pump Station Failure – Power ☐ Siphon ☐ Upper Lateral (Specify Below) ☐ Other, specify:	
Description of the pipe material at the failure location: ☐ Copper ☐ Galvanized Steel ☐ Polyvinyl Chloride (PVC) ☐ Acrylonitrile Butadiene Styrene (ABS) ☐ Cross-Linked Polyethylene (PEX) ☐ Cast Iron ☐ Vitrified Clay ☐ Concrete ☐ Ductile Iron ☐ Fiberglass ☐ Other, specify:	
Estimated age of sewer asset at the point of blockage or failure (if applicable):	years
Diameter of sewer pipe at the point of blockage or failure:	inches

SPILL IMPACT
Description of the impact of the spill:

STORM EVENT
Was spill associated with a storm event? ☐ YES ☐ NO

SPILL RESPONSE ACTIVITIES (check all that apply)
☐ Cleaned Up (Specify Below) ☐ Mitigated Effects of Spill (Specify Below) ☐ Contained All or Portion of Spill ☐ Restored Flow ☐ Returned All Spill to Sanitary Sewer System ☐ Returned Portion of Spill to Sanitary Sewer System ☐ Property Owner Notified ☐ Other Enforcement Agency Notified ☐ Other, specify:
Description of spill response activities including description of immediate spill containment and cleanup efforts:

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Sanitary Sewer Spill Field Report

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SPILL CORRECTIVE ACTION (check all that apply)
☐ Added Sewer to Preventive Maintenance Program ☐ Adjusted Schedule/Method of Preventive Maintenance ☐ Enforcement Action Against FOG Source ☐ Inspected Sewer Using CCTV to Determine Cause ☐ Plan Rehabilitation or Replacement of Sewer ☐ Repaired Facilities or Replaced Defect ☐ Other, specify:
Refer to Collection System Failure Analysis Report for details about: • Spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps. • Schedule of major milestones Check to confirm completion of each report: ☐ Post-Spill Assessment ☐ Collection System Failure Analysis
Spill response completion date:

INVESTIGATION
Detailed narrative of investigation and investigation findings of cause of spill:
Is the City conducting an ongoing investigation? ☐ YES ☐ NO If yes, reasons for an ongoing investigation:
If yes, expected date of completion of investigation: _____

SURFACE WATERS (Complete for Category 1 Spills Only)		
Name of receiving water body	Type of receiving water body: Stream, Ocean, Wetland, Slough, Estuary, River, Lake, Reservoir, Vernal Pool, Wash, or Other (specify)	Description of the water body(s), including but not limited to: ○ Observed impacts on aquatic life, ○ Public access impact(s): public closure, restricted public access, temporary restricted use, and/or other (specify below) ○ Responsible entity for closing/restricting use of water body, and ○ Number of days closed/restricted as a result of the spill.

MUNICIPAL INTAKE (Complete for Category 1 and 2 Spills Only)		
Was the spill located within 1,000 feet of a municipal surface water intake?	☐ YES	☐ NO
Describe:		

WATER SAMPLING
Were water quality samples collected? ☐ YES ☐ NO ☐ N/A If yes, identify sample locations:
Identify parameters the water quality samples were analyzed for: (Check all that apply) ☐ Total Coliform Bacteria ☐ Fecal coliform bacteria ☐ E-coli ☐ Ammonia ☐ Other, specify:

INSERT TAB:
Tab E: Volume Estimation

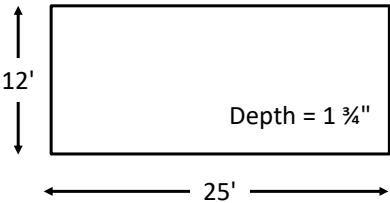
Miscellaneous Computations & Examples

To convert inches to feet (NOTE: for the purposes of this worksheet, the unit of measurement will be in feet for formula examples)	Divide the inches by 12 or use the chart on the right. Example 1: $27" \div 12 = 2.25'$ Example 2: $1\frac{3}{4}" = ?'$ $1" (0.08') + \frac{3}{4}" (0.06') = 0.14'$
Volume of one cubic foot	7.48 gallons of liquid
Area: Two-dimensional measurement represented in square feet (SQ/FT or ft²)	Square/rectangle: Area = Length x Width Circle: Area = $\pi \times r^2$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle: Area = $\frac{1}{2} (\text{Base} \times \text{Height})$
Volume: Three-dimensional measurement represented in cubic feet (CU/FT or ft³)	Rectangle/square footprint: Volume = Length x Width x Depth Circle footprint (cylinder): Volume = $\pi \times r^2 \times \text{Depth}$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle footprint: Volume = $\frac{1}{2} (\text{Base} \times \text{Height}) \times \text{Depth}$
Depth: Wet Stain on Concrete or asphalt surface	If the depth is not measurable because it is only a wet stain, use the following estimated depths: ○ Depth of a wet stain on concrete surface: 0.0026' (1/32") ○ Depth of a wet stain on asphalt surface: 0.0013' (1/64") These were determined to be a reasonable depth to use on the respective surfaces through a process of trial and error. One gallon of water was poured onto both asphalt and concrete surfaces. Once the area was determined as accurately as possible, different depths were used to determine the volume of the wetted footprint until the formula produced a result that (closely) matched the one gallon spilled. This process was repeated several times.
Depth: Contained or "Ponded" sewage	Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points and determine the average. Use that number in your formula to determine volume.

Miscellaneous Computations & Examples (continued)

Area/Volume of a Rectangle or Square

Formula: Length x Width x Depth = Volume in **cubic feet**



$$\frac{25'}{\text{Length}} \times \frac{12'}{\text{Width}} \times \frac{0.14'}{\text{Depth}} = \underline{42 \text{ Cubic Feet}}$$

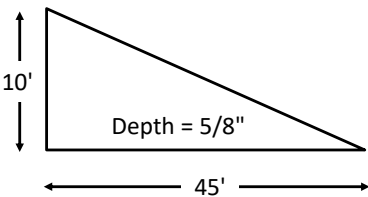
Multiply the volume by 7.48 gallons to determine the volume in **gallons**:

$$\frac{42 \text{ ft}^3}{\text{Volume}} \times \frac{7.48}{\text{gal/ft}^3} = \underline{314.16 \text{ gallons}}$$

Convert Inches to Feet	
Inches	Feet
1/8"	0.01'
1/4"	0.02'
3/8"	0.03'
1/2"	0.04'
5/8"	0.05'
3/4"	0.06'
7/8"	0.07'
1"	0.08'
2"	0.17'
3"	0.25'
4"	0.33'
5"	0.42'
6"	0.50'
7"	0.58'
8"	0.67'
9"	0.75'
10"	0.83'
11"	0.92'
12"	1.00'

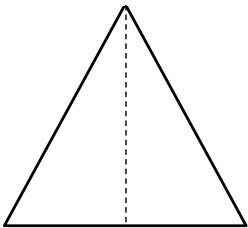
Area/Volume of a Right Triangle

Formula: Base x Height x Depth = Volume in **cubic feet**



$$0.5 \times \frac{45'}{\text{Base}} \times \frac{10'}{\text{Height}} \times \frac{0.05'}{\text{Depth}} \times \frac{7.48}{\text{gal/ft}^3} = \underline{84.15 \text{ gallons}}$$

For isosceles triangles (two sides are equal lengths), break it down into two right triangles and compute area as you would for the right triangle.

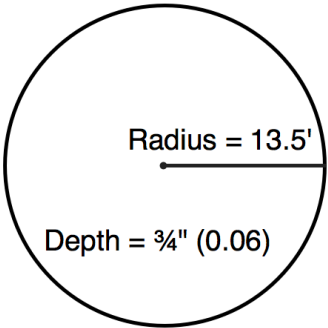


Area/Volume of a Circle

Formula: $\pi \times r^2 \times \text{Depth}$ = Volume in **cubic feet**

The radius is ½ the diameter, which is a straight line passing from side to side through the center of a circle.

$$\frac{13.5'}{\text{Radius}} \times \frac{13.5'}{\text{Radius}} \times \frac{3.14}{\pi} \times \frac{0.06'}{\text{Depth}} \times \frac{7.48}{\text{gal/ft}^3} = \underline{256.8 \text{ gallons}}$$



Spill Date: _____ Location: _____

This method is invalid if surface conditions are wet (due to rainfall, irrigation, etc.) DO NOT use this method under these circumstances.

- STEP 1: Position yourself so that you have a vantage point where you can see the entire spill.
- STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the spill, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.
- STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.
- STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s)/barrel(s)	How many of this size?	Multiplier	Estimated Spill Volume
		x 1 gallon	
		x 5 gallons	
		x 32 gallons	
		x 55 gallons	
		x ____ gallons	
Estimated Total Spill Volume:			

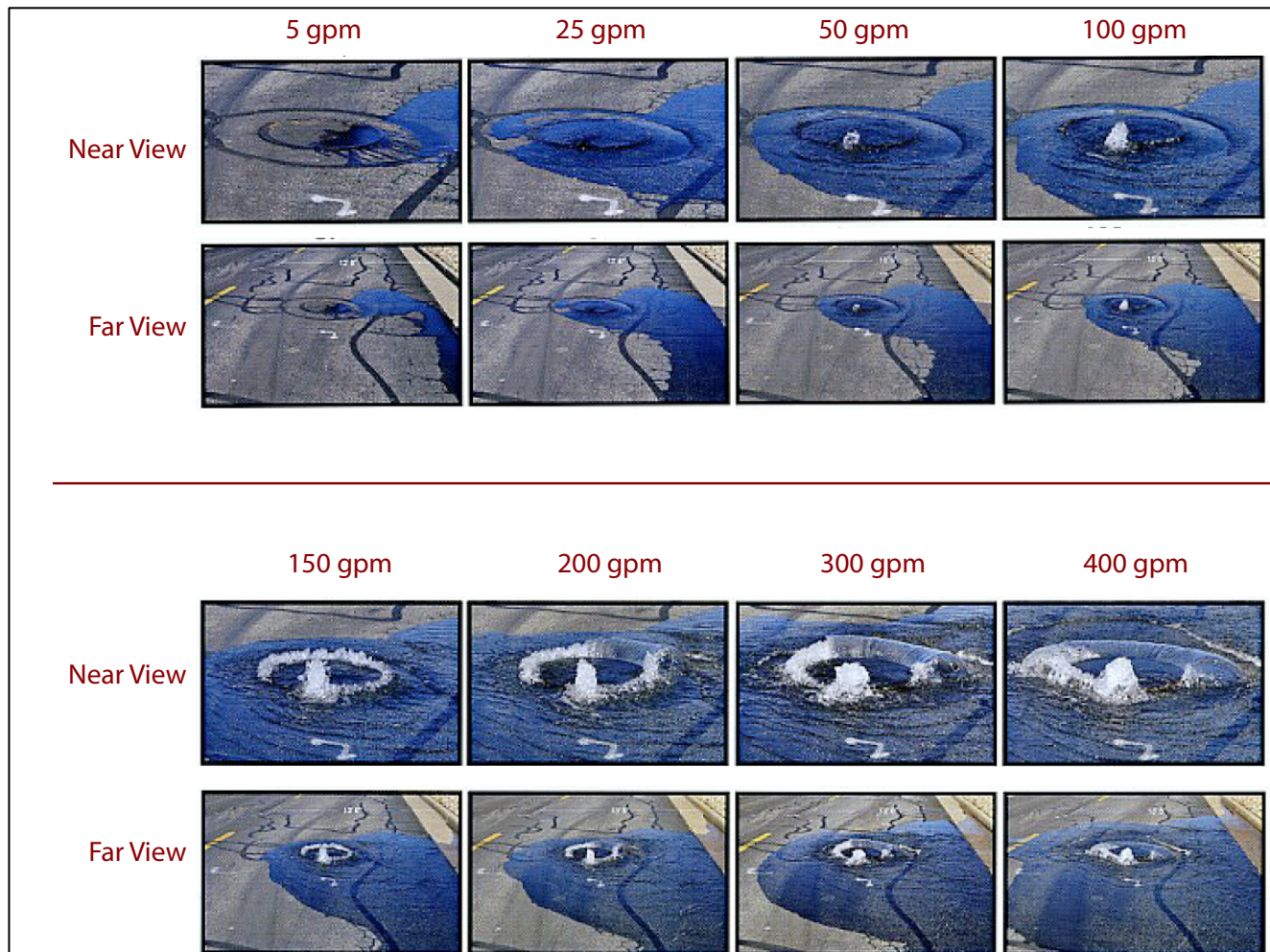
STEP 5: List assumptions made to arrive at the total estimated spill volume:

STEP 6: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Date: _____ Location: _____

Compare the spill to reference images below to estimate flow rate of the current spill. **NOTE: If the manhole cover in your picture has vent holes or more than one pry hole, do not use these pictures for comparison.**



SSCSC Manhole Spill Gauge: CWEA Southern Section Collections Systems Committee. Spill Simulation courtesy of Eastern Municipal Water District.

Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual spill:

Flow Rate Based on Photo Comparison: _____ gallons per minute (gpm)

(Continued on next page)

Start Date and Time	1.
End Date and Time	2.
Spill Event Total Time Elapsed (subtract Line 1 from Line 2. Show in minutes.)	3.
Average Flow Rate GPM (Account for diurnal flow pattern)	4.
Total Volume Estimated Using Duration and Flow Method (Line 3 x Line 4)	5.

List assumptions made to arrive at the total estimated spill volume:

Take photographs. Where are photographs stored?

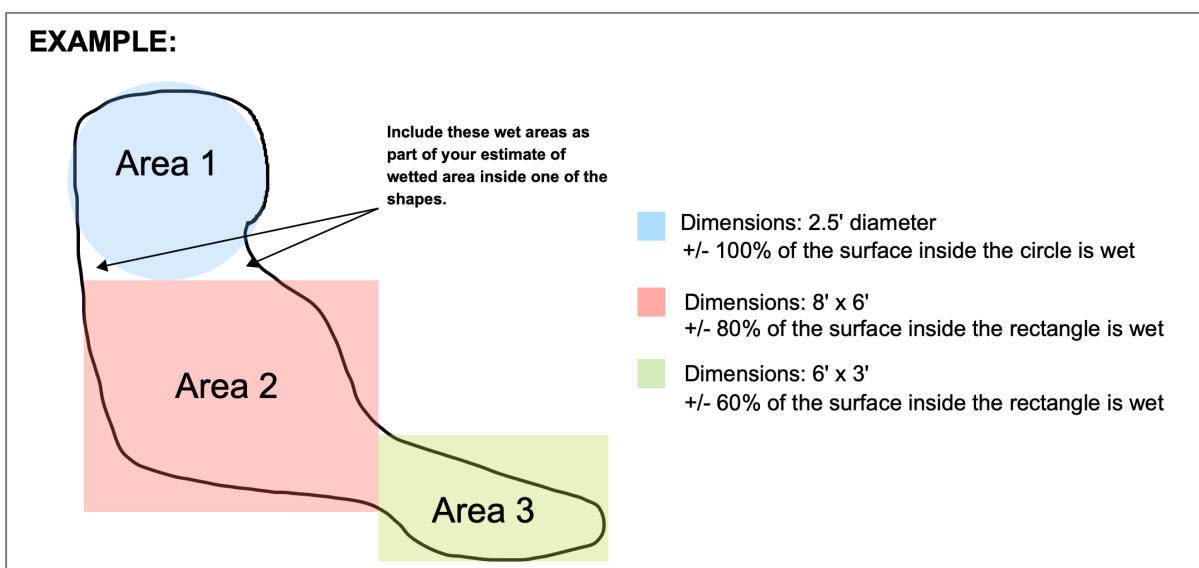
The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Volume Estimation: Area/Volume Method

Spill Date: _____ Location: _____

STEP 1: Describe spill area surface: ☐ Asphalt ☐ Concrete ☐ Dirt ☐ Landscape ☐ Inside Building☐ Other: _____

STEP 2: Draw/sketch the outline (footprint) of the spill. Then break the footprint down into recognizable shapes. Label/identify each sketch outline area (Area 1, Area 2, etc.) See example below.



STEP 7: List assumptions made to arrive at the total estimated spill volume. Adjust estimation up for moderate to severe cracking and/or roughness of surface (General Rule 20% to 40%):

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

City of Gilroy Spill Emergency Response Plan
Volume Estimation: Upstream Connections Method

Spill Date: _____ Location: _____

Attach and/or reference system map and identify location of spill and buildings contributing to spill.

- STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this spill: _____ EDUs
NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.
- STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several jurisdictions in California. Column A shows how an average daily usage of 180 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the spill was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated spill Volume per EDU.

Time Period	Flow Rate Per EDU				Spill	
	A	B	C	D	E	F
	Gallons per Period	Hours per period	A÷B = Gallons per Hour	C÷60 = Gallons per Minute	Minutes spill was active during period	D × E = Gallons spilled per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
Total Estimated Spill Volume per EDU:						

- STEP 3: Multiply the Estimated spill Volume per EDU from Step 2 by the number of EDUs from Step 1.

 gallons X = gallons
Volume per EDU # of EDUs Estimated spill Volume

- STEP 4: Adjust spill volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted spill estimate (attach a separate page if necessary).

Total Estimated spill Volume: _____ gallons

- STEP 7: List assumptions made to arrive at the total estimated spill volume:

- STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

INSERT TAB:
Tab F: Backup Forms

Complete this form only if there is a backup into a residence or business.

Instructions to Sewer Crew:

- 1. Tear forms listed below out of this workbook and hand to customer. *Leave this page (F-1) and the First Responder Form (F-2) in this workbook, do not give to Customer.*
- 2. Check each item that was provided to the customer.
- 3. Have customer sign below.

Forms/Documents:

- ☐ Form F-3: Customer Information Letter
- ☐ Form F-4: Your Responsibilities as a Private Property Owner

Forms Provided to:

Customer Name

Customer Signature

Date

Check here if customer declines to sign: ☐

Formularios / Documentos:

- ☐ F-3: Carta de Información del Cliente
- ☐ F-4: Sus Responsabilidades Como Propietario de Una Propiedad Privad

Formularios Proporcionados a:

Nombre del cliente

Firma del cliente

Fecha

Marque aquí si el cliente se niega a firmar: ☐

Forms Provided by:

Employee Name

Initial

Date

Instructions to Streets, Sewer, and Forestry Supervisor:

Send photos, including the photos of the documents given to the customer, and a copy of the First Responder form to the Human Resources Director/Risk Manager.

Complete this form only if there is a backup into a residence or business.

Fill out this form as completely as possible.

Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM:		PHONE:
Name: _____		DATE:
Title: _____		TIME:
TIME STAFF ARRIVED ON-SITE:		
RESIDENT NAME: ☐ Owner ☐ Renter ADDRESS: PHONE:	IF RENT, PROPERTY MANAGER(S): OWNER: ADDRESS: PHONE:	
# OF PEOPLE LIVING AT RESIDENCE:		
Approximate Age of Home:	# of Bathrooms:	# of Rooms Affected:
Numbers of Photographs or Videos Taken: ☐ Photographs _____ ☐ Video _____ ☐ Customer did not provide or allow photographs	Where are photos/video stored?	
Is nearest upstream manhole visibly higher than the drain/fixture that spilled? ☐ Yes ☐ No		
Does property have a Property Line Cleanout or BPD? ☐ Cleanout ☐ BPD ☐ Neither ☐ Unknown		
If yes, was the Property Line Cleanout/BPD operational at the time of the spill?		☐ Yes ☐ No ☐ Unknown
Have there ever been any previous spills at this location?		☐ Yes ☐ No ☐ Unknown
Has the resident had any plumbing work done recently?		☐ Yes ☐ No ☐ Unknown
<i>If YES, please describe:</i> 		

GO TO PAGE 2

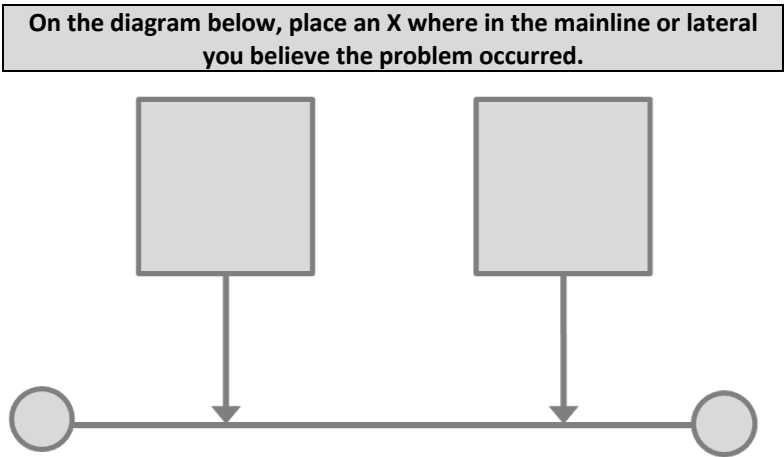
LIVABILITY ASESSMENT

- Is there insufficient non-contaminated living space for residents to stay during cleaning including a functioning and non-contaminated bathroom? ☐ Yes ☐ No
- Are there any residents that are pregnant, are children, have severe allergies/asthma, have respiratory problems, and/or have a compromised immune system? ☐ Yes ☐ No
- Is the area a childcare or extended care facility? ☐ Yes ☐ No
- Is the food preparation area contaminated? ☐ Yes ☐ No
- Is it currently after 8pm, or if it is currently before 8pm will the cleaning and disinfection be completed after 10pm? ☐ Yes ☐ No

If the answer to any of the questions above is YES, advise the resident to consider temporarily relocating while the living area is cleaned.

SANITARY SEWER LINE BLOCKAGE LOCATION

PLEASE CHECK THE BOXES THAT DESCRIBE YOUR OBSERVATIONS:	
Building Cleanout Was:	Property Line Cleanout was
☐ Non-Existent	☐ Non-Existent
☐ Full	☐ Full
☐ Empty	☐ Empty



Did sewage go under buildings? ☐ Yes ☐ No ☐ Unsure

Recommended Follow-Up Action(s):

Dear Property Owner:

We recognize that sewer backup incidents can be stressful and require immediate response while all facts concerning how an incident occurred are still unknown. Rest assured that we do all we can to prevent this type of event from occurring in the first place. Nevertheless, occasionally there may be facts that impact the sewer lines causes a backup into homes immediately upstream of the blockage. At this time the City is investigating the cause of this incident.

If the City is found to be responsible for the incident, we are committed to cleaning and restoring your property, and to protecting the health of those affected during the remediation process. The cleaning contractor provided by the City has been selected because of their adherence to established protocols that are designed to assure to all parties thorough, cost-effective and expeditious cleaning services. You also have the right to select your own cleaning contractor, but the City does not guarantee payment of fees/expenses incurred and reserves the right to dispute fees/expenses deemed not usual and customary.

Depending on the extent of the backup, our Sewer Crew may advise you to consider relocating temporarily while the living area is cleaned. In that case, if the City is found to be responsible for the backup, you may submit a claim for reimbursement of reasonable lodging for one night. Additional lodging and other expenses may be considered as part of your claim.

File your claim with City of Gilroy Risk Management as soon as practical. The California Government Code Sections 900-960 requires filing a claim and outlines specific timelines and notice procedures that must be followed. You may obtain a claim form from City of Gilroy Risk Management at [7351 Rosanna Street, Gilroy, CA 95020](https://www.cityofgilroy.org/7351-Rosanna-Street-Gilroy-CA-95020); 408-846-0228; coghr@cityofgilroy.org.

Please submit details, photos, and costs with should you file a claim. You may also obtain information regarding the filing of a claim at:

<https://www.cityofgilroy.org/966/How-to-File-a-Claim>.

Sincerely,
The City of Gilroy

Estimado Propietario:

Reconocemos que los incidentes de la red de alcantarillado pueden ser estresantes y requieren una respuesta inmediata, mientras que todos los hechos relacionados con la forma en que ocurrió el incidente aún son desconocidos. Tenga la seguridad de que haremos todo lo posible para evitar que este tipo de evento ocurra en primer lugar. Sin embargo, ocasionalmente las raíces de los árboles u otros residuos en las líneas de alcantarillado causan una copia de seguridad en los hogares inmediatamente antes del bloqueo. En este momento el ciudad está investigando la causa de este incidente.

Si se determina que el ciudad es responsable del incidente, nos comprometemos a limpiar y restaurar su propiedad, ya proteger la salud de las personas afectadas durante el proceso de remediación.

El contratista de limpieza proporcionado por el Distrito ha sido seleccionado debido a su adhesión a los protocolos establecidos que están diseñados para garantizar a todas las partes servicios de limpieza exhaustivos, rentables y rápidos. También tiene derecho a seleccionar su propio contratista de limpieza, pero el ciudad no garantiza el pago de los honorarios / gastos incurridos y se reserva el derecho de disputar los honorarios / gastos que se consideren no habituales y habituales.

Dependiendo de la extensión de la copia de seguridad, nuestro Sewer Crew puede aconsejarle que considere reubicarse temporalmente mientras se limpia la sala de estar. En ese caso, si se determina que el ciudad es responsable de la copia de seguridad, puede presentar una reclamación de reembolso de alojamiento razonable por una noche. El alojamiento adicional y otros gastos pueden discutirse con el Human Resources Director/Risk Manager.

Presente su reclamo ante la Administración de Riesgos de la Ciudad de Gilroy tan pronto como sea posible. Las Secciones 900-960 del Código de Gobierno de California requieren la presentación de un reclamo y describen plazos específicos y procedimientos de notificación que deben seguirse. Puede obtener un formulario de reclamo de la Administración de Riesgos de la Ciudad de Gilroy en 7351 Rosanna Street, Gilroy, CA 95020; 408-846-0228; coghr@cityofgilroy.org.

Envíe detalles, fotos y costos si presenta un reclamo. También puede obtener información sobre la presentación de un reclamo en:

<https://www.cityofgilroy.org/966/How-to-File-a-Claim>.

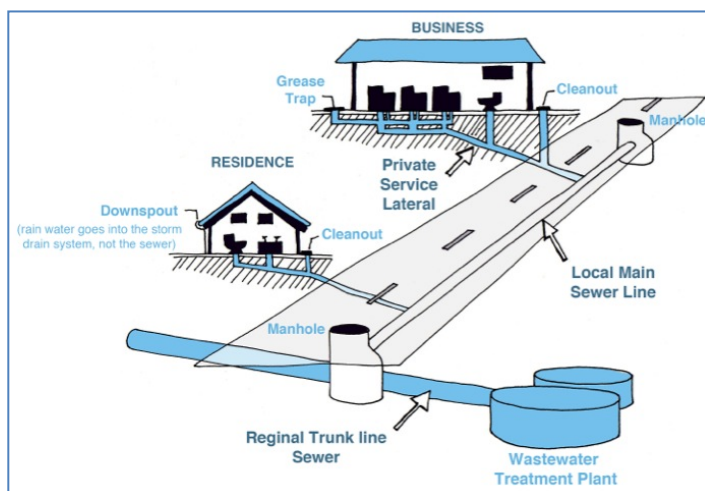
Sinceramente,
The City of Gilroy

How a Sewer System Works

A property owner's sewer pipes are called **service laterals** and are connected to larger local main and regional trunk lines. Service laterals run from the connection at the home to the connection with the public sewer. Depending on your location, a portion of the lateral is the responsibility of the property owner and must be maintained by the property owner.

How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes spills through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches. Common causes of sewage spills include grease build-up, tree roots, broken/cracked pipes, missing or broken cleanout caps, undersized sewers, and groundwater/rainwater entering the sewer system through pipe defects and illegal connections.



Prevent most sewage backups with a Backflow Prevention Device

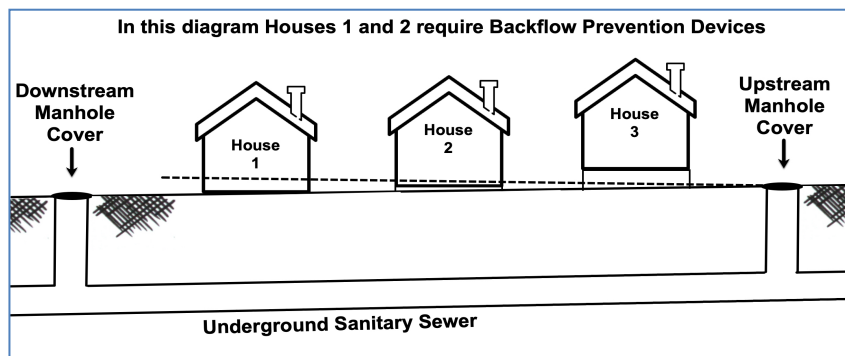
This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: *"Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping **shall** be protected from backflow of sewage by installing an approved type of backwater valve."* The intent of Section 710.1 is to protect the building interior from mainline sewer spills or surcharges.

Additionally, U.P.C. 710.6 states:

*"Backwater valves **shall** be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."*



Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas. If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

- Keep children and pets out of the affected area.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, toys, etc.)
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water & detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.

Seek immediate attention if you become injured or ill during or after the cleanup process.

Spill cleanup outside the home:

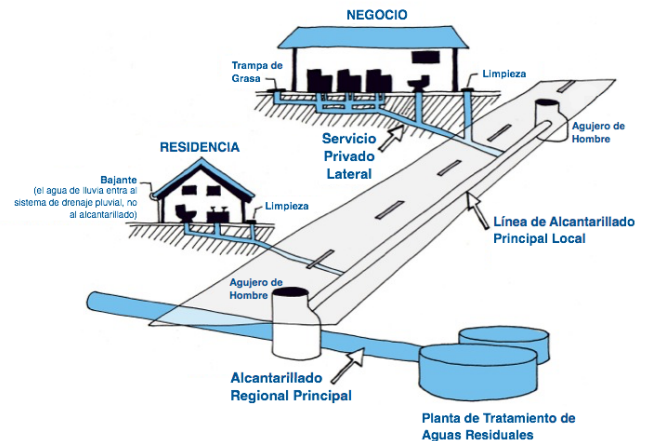
- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solution, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a laundromat until your onsite wastewater system has been professionally inspected and serviced.

Cómo funciona un sistema de alcantarillado

Las tuberías de alcantarillado de un propietario se denominan servicios laterales y están conectadas a líneas troncales principales y regionales locales más grandes. Los servicios laterales se ejecutan desde la conexión en el hogar hasta la conexión con el sistema de alcantarillado del Distrito. Estos laterales son responsabilidad del propietario y deben ser mantenidos por el propietario.

¿Cómo ocurren los derrames de aguas residuales?

Los derrames de aguas residuales ocurren cuando las aguas residuales en las tuberías subterráneas se desbordan a través de un pozo de acceso, limpieza o tubería rota. La mayoría de los derrames son relativamente pequeños y se pueden detener y limpiar rápidamente, pero si se los deja desatendidos, pueden causar riesgos para la salud, dañar viviendas y negocios y amenazar el medio ambiente, las vías fluviales locales y las playas. Las causas comunes de derrames de aguas residuales incluyen acumulación de grasa, raíces de árboles, tuberías rotas / agrietadas, tapas de limpieza faltantes o rotas, alcantarillas de tamaño insuficiente y aguas subterráneas / pluviales que ingresan al sistema de alcantarillado a través de defectos en las tuberías y conexiones ilegales.



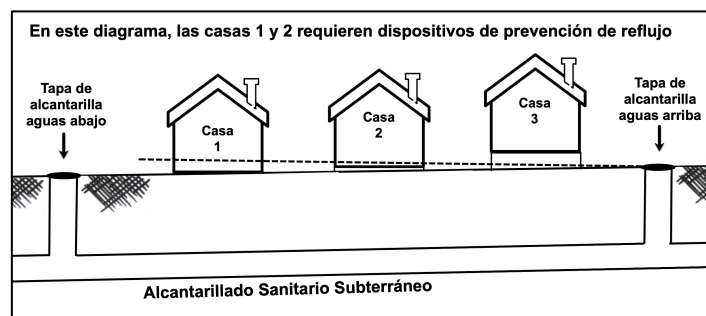
Prevenga la mayoría de las copias de seguridad de aguas residuales con un dispositivo de prevención de reflujo

Este tipo de dispositivo puede ayudar a prevenir las copias de seguridad de aguas residuales en hogares y empresas. Si aún no tiene un dispositivo de prevención de reflujo, comuníquese con un plomero o contratista profesional para instalar uno lo antes posible.

¿Se requiere que mi hogar tenga un dispositivo de prevención de reflujo?

La Sección 710.1 del Código Uniforme de Plomería (UPC) establece: “Los accesorios de tuberías de drenaje que tienen llantas de nivel de inundación ubicadas debajo de la elevación de la siguiente boca de alcantarilla corriente arriba o la alcantarilla privada que atiende dicha tubería de drenaje deben protegerse contra el reflujo de aguas residuales al instalar un tipo de válvula de evacuación”. La intención de la Sección 710.1 es proteger el interior del edificio de los desagües o sobrecargas de alcantarillado de la línea principal.

Adicionalmente, U.P.C. 710.6 dice: Las válvulas de aguas residuales deben ubicarse donde puedan ser inspeccionadas y reparadas en todo momento y, a menos que estén continuamente expuestas, deben estar encerradas en un pozo de mampostería equipado con una cubierta removible del tamaño adecuado.



Limpieza de derrames dentro de la casa:

Para grandes limpiezas, se debe contactar a una empresa de limpieza profesional para limpiar las áreas afectadas. Si contrata a un contratista, se recomienda obtener estimaciones de más de una compañía. A veces, el seguro del propietario de vivienda pagará la limpieza necesaria debido a las reservas de alcantarillado. No todas las pólizas tienen esta cobertura, así que consulte con su agente.

Si decide limpiar un pequeño derrame dentro de su casa, protéjase de la contaminación observando las siguientes medidas de seguridad. Aquellas personas cuya resistencia a la infección esté comprometida no deben intentar este tipo de limpieza.

Otros consejos:

- Mantenga a los niños y mascotas fuera del área afectada.
- Apague los sistemas de calefacción / aire acondicionado
- Use botas de goma, guantes de goma y gafas durante la limpieza.
- Deseche los artículos que no se puedan lavar y desinfectar (como: colchones, alfombras, cosméticos, juguetes, etc.)
- Retire y deseche los paneles de yeso y el aislamiento contaminado con aguas residuales o aguas de inundación.
- Limpie a fondo todas las superficies duras (como pisos, concreto, molduras, muebles de madera y metal, mostradores, electrodomésticos, fregaderos y otros accesorios de plomería) con agua caliente y ropa o detergente para platos.
- Ayude al proceso de secado con ventiladores, unidades de aire acondicionado y deshumidificadores.
- Después de completar la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje que el agua se enfríe antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de lejía doméstica por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

Busque atención inmediata si se lesiona o se enferma durante o después del proceso de limpieza.

Limpieza de derrames fuera de la casa:

- Mantenga a los niños y las mascotas fuera del área afectada hasta que se haya completado la limpieza.
- Use botas de goma, guantes de goma y gafas protectoras durante la limpieza del área afectada.
- Limpie los sólidos de alcantarillado (material fecal) y colóquelos en un inodoro o bolsa doble que funcione correctamente y colóquelos en un contenedor de basura.
- En áreas de superficies duras como el asfalto o el concreto, es seguro usar una solución de lejía al 2%, o ½ taza de lejía a 5 galones de agua, pero no permita que llegue a un drenaje de tormenta ya que la lejía puede dañar la ambiente.
- Después de la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje enfriar antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de cloro por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

INSERT TAB:

Tab G: SAMPLING SOP

Table of Contents (this page)..... G-1

Specifications & Requirements -2

Introduction & Overview -3

Equipment & Safety -4

Before Sampling -5

Surface Water Sampling -6

After Sampling -7

Attachment E1 Summary -8

Quick-Reference Guide -9

Surface Water Sampling Worksheet..... -10

Surface Water Sample Chain of Custody Record -11



Process:	<i>Surface Water Sampling</i>
Personnel Required:	• 1
Personal Protective Equipment:	• Safety Glasses • Rubber Gloves
License Required:	• None required
Common Hazards:	• Drowning or submersion • Slip, trip, and fall • Exposure • Insect/Wildlife • Weather • Boat/Watercraft • Physical Strain or Injury
Safe Operation Guidelines:	• Wear proper PPE • Be aware of currents, depth, and unstable banks • Do not eat, drink or smoke while sampling • Avoid cross-contamination • Label all samples clearly
Lab Contact Information	Monterey Analytics 4 Justin Court, Suite D Monterey, CA 93940 (831) 375-MBAS (6227)

Surface water sampling helps to ensure water quality by identifying areas of concern and potential failure mechanisms that may impact surface waters or stormwater infrastructure in the service area.



Minimize Impacts

Surface water sampling allows for the proper evaluation of potential contamination following a sanitary sewer spill.



Having a thorough understanding of the service area and its various challenges can help responders be better prepared to minimize the impacts of a spill on local surface waters and stormwater infrastructure.

Before beginning the sampling process there are several important steps that must be taken to ensure that the samples collected are representative of the water quality in the area being monitored.

These steps include:

1. Gathering the necessary equipment:

- The surface water sampling worksheet, chain of custody, sampling pole, sample containers, and PPE are essential tools that must be prepared and organized before sampling can begin.

2. Donning appropriate personal protective equipment:

- To protect against exposure to potentially harmful contaminants and the sulfuric acid preservative in the Ammonia sample bottles, workers must wear gloves, eye protection, and other personal protective equipment, as needed.

3. Determining the point of spill entry into the waterway:

- It's important to locate the point at which any spill entered the waterway in order to collect the required samples: point of entry into the surface water, downstream, and upstream.



The approximate stream velocity and time since the spill flow to the surface water stopped should be determined to calculate the appropriate distance to move downstream to collect:

- 1. The downstream sample,**
- 2. Move upstream to collect the spill entry point sample,**
- 3. And move further upstream to collect the upstream or reference sample.**



Personal Protective Equipment

Personal Protective Equipment (PPE) should be used when conducting surface water sampling. The PPE that is required includes:

- Gloves
- Eye Protection



Sampling Equipment

In addition to PPE, other sampling equipment is necessary:

- Sample Bottles & Containers
- Cooler with Ice, or Ice packs
- Sampling Pole, or
- Rope & Bucket



The use of PPE and proper sampling equipment is important for the safety of the sampler and for ensuring accurate and reliable sampling results.

Test Type	Sample Locations			
	Spill Area	Downstream of Spill	Upstream of Spill	Drainage Conveyance System (as applicable)
Ammonia/ Nitrogen	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄	1 pint with H ₂ SO ₄
Fecal Coliforms	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle
e. Coli	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle

Water samples must be collected in different bottles for various tests and then transported in a cooler with ice packs.

For each of the three sampling sites (plus drainage conveyance system as applicable), one bottle is needed for ammonia/nitrogen testing, and one bacti bottle is required for each type of bacteria being tested.

Additionally, one field blank sample is required for each constituent. Field blank sample bottles are filled with sterilized water during sampling to serve as quality control on the sampler's sampling methods.

Since the sample bottles contain sterilized water, bacteria and ammonia should not be present in the water. If the lab analysis shows the presence of bacteria or ammonia, it indicates that the sampler's method may not have been correct, and the other bacti samples may have been contaminated.

Surface Water Sampling – Preparation



Step 1 of 4

Prepare the cooler for sample storage by adding an instant ice pack, ice pack, or ice to keep the samples cold during transport to the lab.



Step 2 of 4

Identify the point of the spill where the wastewater entered the waterway and take a photograph of this location with a reference point in the picture.

Step 3 of 4

Begin completing the *Surface Water Sampling Worksheet* to record the relevant information about the sampling location and collected samples.



Step 4 of 4

To determine which direction is upstream and downstream for sample collection, you should observe the direction of water movement from the point of discharge.

The purpose of this procedure is to provide a standard for collecting surface water samples to assess water quality, avoid contamination, and ensure that samples can be accurately labeled and transported to the lab for processing.

Notes:

Start by collecting downstream samples first.

In order to determine where the downstream sample is located in a stream, creek, or river, you will need to determine the velocity of the surface water. This can be accomplished through the use of a stream velocity meter or by measuring off a distance along the bank and timing how long it takes for a floating object to travel that distance.

Use the formula on the *Surface Water Sampling Worksheet* to calculate the stream velocity. Once known, determine the time that the spill **has not been** entering the surface water.

This, along with the stream velocity, will inform you how far downstream you need to travel to collect the downstream sample.



Step 1 of 9

Don the appropriate PPE from your sampling kit. This should include latex or rubber gloves and safety glasses.



Step 2 of 9

Label all samples with their location (refer to table on G-8), your name, and the date and time they are collected. Record this information on the surface water sampling worksheet.



Step 3 of 9

Take photos of each sample location and ensure a reference point is visible in each photo. In the photo (left), the dock and sign serve as excellent reference points.



Step 4 of 9

Remove the seal from the Ammonia sample container just prior to collecting your sample, as applicable.

To reduce the likelihood of contamination, remove the cap immediately before collecting each sample.



Step 5 of 9

To prevent sample contamination, do not allow the inside of the cap to touch anything while you are obtaining the sample.



Step 6 of 9

When filling the ammonia nitrogen sample bottle, don't overfill it because it contains sulfuric acid. Sweep the bottle or dipper upstream and out of the water without disturbing the bottom sediment. Remember to leave the sulfuric acid in the bottle and avoid skin contact.



Step 7 of 9

Fill the Ammonia sample bottle to the fill line, and immediately replace the cap. If there is no clear fill line, fill it to the “neck” of the bottle.



Step 8 of 9

Open the Bacteria sample container and allow water to gently flow into the bottle just to the fill line.



Repeat the sampling process for all sample points, and **provide a “field blank”** sample using sterile water, which verifies the quality of the samples.



Step 9 of 9

Place all samples in the cooler on the ice pack. To ensure accurate analysis, the Bacti samples must be transported to the lab within 6 hours of the time of collection.

Step 1 of 4: Documentation

All samples must be labeled with their location, your name, and the date and time they were collected. Refer to the state requirements found on the last page of this document. Record this information on the chain of custody form and the surface water sampling worksheet.

Chain of Custody Record

Westborough Water District Water Quality Monitoring Program Plan
Surface Water Sample Collection Chain of Custody Record

Customer Name	ABC Laundry Inc.	☐ Hazardous Waste	POB
Customer Address	555 St. Valley	☐ Unknown Material	WOF
Customer Telephone	555-555-1212	Mail Code	Turnaround Requirement
Program Name	Spill and Major Accidents	Ship to	☐ Normal (21 days)
Lab Program Coordinator	Phone #	Ship Date	☐ Rush
Sampled By	David Patzer	Counter	☐ Other

SAMPLE COLLECTION INFORMATION				Analysis Requested		QA/QC Requirements	
DATE	TIME	TYPE	SAMPLE LOCATION	SAMPLE LABEL ID	# CONTAINERS	ANALYSIS	REMARKS/NOTES
2/10/23	12:30	☐ U	Upstream	SW-001 U	2	A	
2/10/23	12:35	☐ E	Entry Point	SW-001 E	2	A	
2/10/23	12:45	☐ D	Downstream	SW-001 D	2	A	
		☐ F	Field Blank	FB-1	2	O	Stale deionized water

*Status: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Bioassays, I = Industrial, O = Other (specify in remarks)

Relinquished	Date	Time	Relinquished to	Date	Time	Transport/Shipping Information
						☐ USPS ☐ UPS ☐ FedEx

Sample Receiving Documentation

Container intact?	☐ Yes ☐ No	Correct container?	☐ Yes ☐ No	Field preserved?	☐ Yes ☐ No	Custody tape intact?	☐ Yes ☐ No
Cooled?	☐ Yes ☐ No	Temp. Blank?	☐ Yes ☐ No	Comments	Disposal Date	Deposited by	(initials)
C-G-C Distribution	Date	By	Lab Admin File	Processing Mgr.	Lab Prop. Coord.	Delivery courier	Pick-up: cooler

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Surface Water Sampling Worksheet

Surface Water Sampling Worksheet

Westborough Water District
Water Quality Monitoring Program Plan

Sample Date: 2/10/23 Sample Time: 12:30 AM ☒ PM Sample Location: Building Slough

Sample(s) Name(s): David Patzer

What is being sampled? ☐ Stream ☐ Pond ☐ Lake ☒ Other: Sewer

Weather at time of sampling: ☒ Sunny ☐ Overcast ☐ Rainy ☐ Snowing

Was the SSO actively entering the surface water during sampling? ☐ YES ☒ NO

If the SSO was not actively entering the surface water during sampling:

A. Stream Velocity: 20 CPS

B. How Long Has the SSO NOT Been Entering the Surface Water? 15 minutes X 60seconds = 900 seconds

C. How Far Downstream Did You Travel To Collect The SOURCE Sample? (X X = Feet) 900 feet

D. Explain why you travelled a different distance, if you did, to collect the source sample: N/A

Sample Location	# of Samples	Photo ID of Sample Location	Visual Observations and/or Interferences
Upstream	2	SW-001 U	brook near stream 150ft from sample point
Source	2	SW-001 E	
Downstream	2	SW-001 D	
Field Blank	1	FB-1	

*Collect duplicate bacteria samples at each location

FINISH CHECKLIST

☒ All Samples Labeled with:

- Date in six-digit number indicating the year, month, day of collection
- Time in four-digit number indicating military time of collection, e.g. 0904
- Sample Location, Upstream, Source, or Downstream
- Samples each sampler is identified
- Parameters/analytes to be conducted for sample/sample preservation

☒ Chain of Custody Completed

☒ Samples on Ice in Cooler

☒ Pictures Taken of Each Sample Location and the Photo ID# Noted Above

☒ All Sampling Equipment Collected

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Step 2 of 4: Contact the Lab

Inform the lab that the following samples require processing: ammonia-nitrogen, total/fecal coliform, and/or e. Coli. Provide any additional information the lab may require.

Step 3 of 4: Transport Samples

Place the samples in the cooler on the ice pack and transport them to the lab within 6 hours of collection time. Complete the chain of custody form and ensure all samples are properly secured during transport.

Step 4 of 4: Post Warning Signs

If directed by your supervisor or the county environmental health division, post warning signs in the affected area. Keep track of sign locations and remove warning signs and lift restrictions only when authorized to do so.

The Enrollee shall collect receiving water samples
at the following locations:

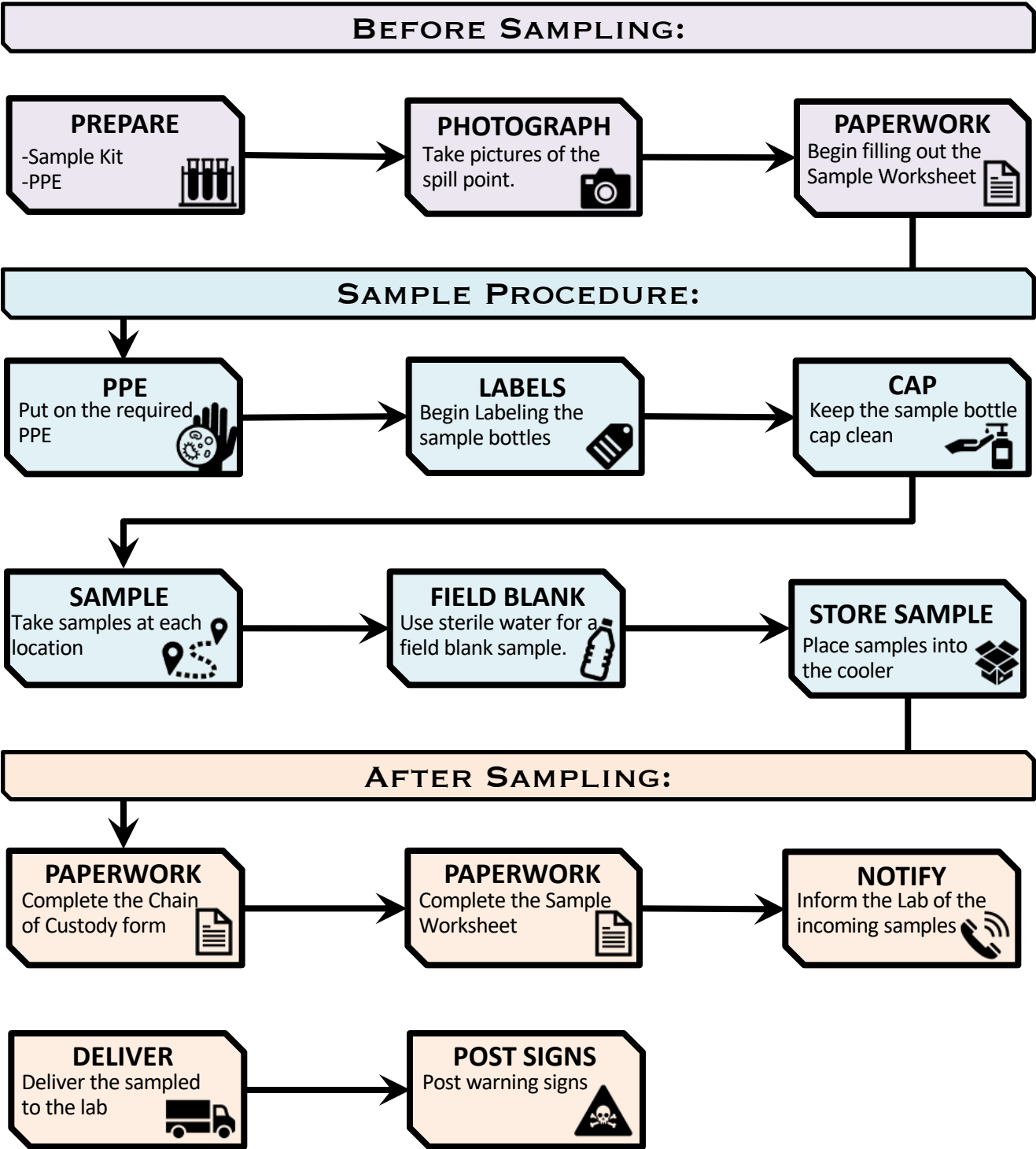
Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW¹)

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

¹The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.



City of Gilroy Spill Emergency Response Plan

Surface Water Sampling Worksheet

G-10

Sample Date:		Sample Time: ☐ AM ☐ PM		Sample Location:	
Sampler(s)' Name(s):					
Sampler(s)' Signature(s):					
What is being sampled? ☐ Stream ☐ Pond ☐ Lake ☐ River ☐ Other:			If the spill was not actively entering the surface water during sampling: A. Stream Velocity: _____ CFS B. How Long Has the spill NOT Been Entering the Surface Water? _____ minutes X 60sec/min = _ seconds C. How Far Downstream Did You Travel To Collect The SOURCE Sample? (A X C = Feet): _____ feet D. Explain why you travelled a different distance, if you did, to collect the source sample:		
Weather at time of sampling: ☐ Sunny ☐ Overcast ☐ Sprinkling ☐ Raining					
Was the spill actively entering the surface water during Sampling? ☐ YES ☐ NO If no, complete A-D in the gray box to the right.					
Sample Location	Sample Label	# of Samples*	Photo ID# of Sample Location	Visual Observations and/or Interferences	
Drainage Conveyance	DCS-001	3			
Source*	RSW-001	3			
Upstream*	RSW-001U	3			
Downstream*	RSW-001D	3			
Field Blank*	Field Blank	3			

* Collect duplicate bacteria samples at each location

FINISH CHECKLIST	NOTES / OBSERVATIONS
☐ All Samples Labeled with: ☐ Date: a six-digit number indicating the year, month, day of collection ☐ Time: a four-digit number indicating military time of collection. e.g. 0954 ☐ Sample Location: Drainage Conveyance, Source, Upstream, or Downstream ☐ Samplers: each sampler is identified ☐ Parameter/preservative: analysis to be conducted for sample/sample preservation ☐ Chain of Custody Completed ☐ Samples on Ice in Cooler ☐ Pictures Taken of Each Sample Location and the Photo ID/# Noted Above ☐ All Sampling Equipment Collected	

MBAS Order ID: _____

**Chain of Custody / Analysis Request**

4 Justin Court, Suite D, Monterey, CA 93940
 (831) 375-MBAS (6227) * Fax: (831) 641-0734
info@mbasinc.com www.MBASinc.com

Requested Analysis***LAB USE ONLY***

1. ☐ DW ☐ WW ☐ Soil
☐ Other _____
2. Is there evidence of chilling? Y / N
 N/A < 2hrs
3. Adequate sample volume? Y / N
4. Was the sample filtered? Y / N
5. Did bottles agree with the COC? Y / N
- IR Used:**

Preservative (include pH)
 Initials:

Client / Company Name:		Attention:		Email Address(es) to Send Report/Invoice:		Phone Number:							
Project/System Info:		System ID: *Required for EDT*		Billing Address:		Contract/ P.O. #:							
Mark if YES: For Regulatory Reporting? ☐		Requires EDT? ☐											
MBAS Lab #	Source Code or Client Sample ID <i>Required for EDT</i>	Sample Description	Sample Collection		Receiving Temp (°C)	Coliform Analysis					Container		
			Date	Time		CL2 Residual (mg/L)	Routine	Other	Repeat	Special	# Cont.	Type*	Size

	Printed Name	Signature	Date	Time	Comments
Sampled and Relinquished by:					
Received by:					
Relinquished by:					
Received by:					
☐ Payment Received					
Check #:		Amount:			

*Container Type: P=Plastic, G=Glass, V=Various

Date:

Clear entire form

Clear, keep Client Header

INSERT TAB:
Tab H: POST-SPILL

SPILL LOCATION
Spill location name:
Address of spill:

NOTIFICATION AND COMMUNICATION PROCEDURES
Were notification procedures adhered to? ☐ Yes ☐ No
Were notification procedures effective? ☐ Yes ☐ No

RESPONSE PROCEDURES
Were response time goals met? ☐ Yes ☐ No
Were safety procedures adhered to? ☐ Yes ☐ No
Were safety procedures effective? ☐ Yes ☐ No
Were initial response procedures adhered to? ☐ Yes ☐ No
Were initial response procedures effective? ☐ Yes ☐ No
Were containment procedures adhered to? ☐ Yes ☐ No

RESPONSE PROCEDURES (continued)	
Were containment procedures effective?	☐ Yes ☐ No
Were clean up and recovery procedures adhered to?	☐ Yes ☐ No
Were clean up and recovery procedures effective?	☐ Yes ☐ No
Were sewer back up procedures adhered to?	☐ Yes ☐ No
Were sewer back up procedures effective?	☐ Yes ☐ No
Were chain of custody procedures adhered to?	☐ Yes ☐ No
Was failure analysis investigation performed and documented?	☐ Yes ☐ No
REPORTING AND NOTIFICATION PROCEDURES	
Were reporting and notification timeline requirements met?	☐ Yes ☐ No

DOCUMENTATION	
Was spill file created?	☐ Yes ☐ No
Was QA/QC performed to ensure field data matched CIWQS data?	☐ Yes ☐ No
RECOMMENDED CHANGES	
☐ N/A	
ATTENDEES	
FACILITATED BY	
	Date:

City of Gilroy Spill Emergency Response Plan
Collection System Failure Analysis

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OFFICE USE ONLY

Incident Report #		Prepared By	
Spill/Backup Information			
Cause			
Summary of Historical Spills/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		File Name/Number	
CCTV File Reviewed By		CCTV Review Date	
Observations			

Go to Page 2

City of Gilroy Spill Emergency Response Plan
Collection System Failure Analysis

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Recommendations					
✓	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Added sewer to preventive maintenance program				
	Adjusted schedule/method of preventive maintenance				
	Enforcement action against FOG source				
	Plan rehabilitation or replacement of sewer				
	Repaired facilities or replaced defect				
	Change(s) to Spill Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Reviewed By:				Review Date:	

Appendix 7

INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM POLICIES AND PROCEDURES
Grease Interceptors for commercial cooking

Policy:

Pursuant to SCRWA Ordinance 2024-01 restaurants and other establishments that handle, prepare, or serve food that have the potential to discharge fat, oil, grease (F.O.G) and solids to the sanitary sewer system shall have a grease removal device. A grease removal device, also known as a grease trap or grease interceptor prevents excessive amounts of fat, oil, grease, sand, oil, and/or other solids or semi-solids from entering the sanitary sewer system plumbing pipes. F.O.G. can cause sewer blockages, back-ups, slow flow, and other problems for private and public plumbing pipes.

All such food preparation operations shall have a grease trap or grease interceptor sized and installed to serve that business. A plumbing permit is required to install a grease trap or grease interceptor. Garbage disposals or food grinders are **not** allowed. Best Management Practices (BMP's) are to be employed to limit the amount of food waste F.O.G.) which is discharged into the sinks and wastewater plumbing pipes. Food waste is to be scraped off into a food waste bin prior to commencing dishwashing. Residual food waste shall be captured by screens and placed into the trash and/or food waste bin.

Installation of the interceptor shall meet the current edition of the California Plumbing Code and meet standards approved by the Pretreatment Program. Tallow tanks are to be kept closed when not in use and must be maintained clean and orderly and shall be in a covered trash enclosure or a UL listed tank inside of the facility. Under no circumstance can equipment be cleaned out-doors unless an approved wastewater collection and disposal method is used.

Grease interceptors may be of two kinds, one installed inside the food service area commonly called a grease trap, or a large unit installed outside, underground, that is commonly called a grease interceptor. The California Plumbing Code provides standards for the installation of grease traps and grease interceptors. Small under-counter units are suitable for small food preparation, handling or serving establishments (seating under 50). The size of unit is determined by the number of fixtures (drains) connected to it. For large restaurants or fast-food facilities, an underground, outdoor grease interceptor with inspection/sample box is required. In this case all kitchen drains including three compartment sinks, pre-rinse sinks, floor sinks, mop sinks, and/or any other kitchen areas which have the potential to discharge F.O.G. to the sanitary sewer plumbing pipes shall be connected to the grease interceptor. Domestic sewage (e.g., toilets) shall not be plumbed into the interceptor. Food preparation sinks and commercial dishwashing machines are normally **not** connected to small in-kitchen grease traps but they may be connected to large outdoor underground grease interceptors per the California Plumbing Code. In any facility required to have an interceptor, the dishwasher shall be plumbed to the interceptor as a fixture.

For sizing the following may be used:

INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM POLICIES AND PROCEDURES

Grease Interceptors for commercial cooking

Minimum Size	Description of Food Facility
40 lb trap.	Small food establishments that do not serve meals or have less than 20 seats, single food type service or have only 1 fixture.
50 to 70lb trap	Small restaurant, with a seating area, serving meals. 20-50 seats No more than 3 fixtures.
90-100 lb trap	Small restaurant with deep or wok frying, 20-50 seats. Other restaurants up to 100 seats. No more than four fixtures
1500-gallon clarifier	Fast Food restaurants, Other restaurants up to 200 seats,
VARIES	200 + seats, Banquet Only facilities, Food Preparation and Manufacturing Facilities (other than a restaurant)

Sizing other than the minimum may be allowed if:

- 1) The facility is of intermittent use, and limited food preparation/cooking (reduction of one size), or
- 2) If a calculation is provided for fixtures, including flow rates and manufacture's specification.
- 3) If a menu is restricted to foods which do not generate F.O.G.
- 4) Alternate means and methods may be considered for review.

CHEMICAL CONTROL PROGRAM - SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY

7351 Rosanna Street, Gilroy, CA 95020 • (408) 846-0451 • Fax: (408) 846-0429

INDUSTRIAL WASTE PRE-TREATMENT INSPECTION REPORT

FACILITY NAME:						ADDRESS:				
PROCESS FLOW	Batch (size & gpm)				gal &		gpm	Continuous	gpm	
CATEGORY:	1	2	3	4	FAC size/loc					
STATUS:	New		Renew		Owner Change			Name Change		
Inspection Type:	Routine		Complaint		Modification		Sampling		Follow-up	Zero Discharger
Process Description					Comments					
PRE-TREATMENT SYSTEMS(s)					CIU/SIU		WASTE TYPE / CHARACTERIZATION			
PERMIT INFORMATION				COMPLIANCE			COMMENTS			
				YES	NO	NA				
BMR Form Required & Updated										
Owner / Operator form current										
Hazardous Materials Permit										
Hazardous Waste Generator							Check Manifests			
Hazardous Waste Tiered Permit										
Solid Waste Production / Disposal							Check areas & disposal methods			
Storm Water Protection							Check for BMP's			
NON TREATED DISCHARGES										
DI System / RO System										
Boiler Blowdown										
Cooling Tower										
Other										
REPORTING REQUIREMENTS:										
Grease Removal Report (Quarterly)										
Compliance Reports Submitted on time										
Sampling Reports Submitted on time										
Hazardous Waste Manifests Submitted										
SAMPLING (list last two dates)						Results w/in		Yes (), No ()		
SLUG										
TOMP										
CORRECTIONS:		YES - See Attached Correction Listed								
WITH DUE DATE:										
ENFORCEMENT ACTION				Reinspection - Date: ____ / ____ / ____		NOV ()		Administrative Penalty ()		Other ()
Date	Inspector Signature				Facility Signature & Title					

(408) 846-0430 • Fax: (408) 846-0429

Facility Name:	Address:
Contact Person:	Phone:
Type of Business:	

[illegible]

DIRECTIONS ON BACK →

City of Gilroy Chemical Control Program

7351 Rosanna Street, Gilroy, CA 95020

(408) 846-0430 • Fax: (408) 846-0429

A grease trap (grease interceptor) is a box located near or under your sink on/in the floor. It traps/intercepts the grease when you wash your dishes and cooking utensils so that the grease doesn't go into the sanitary sewer. If you have a large grease interceptor, it is outside underground.

The grease trap / interceptor shall be checked and cleaned as needed to prevent grease from overflowing and flowing into the sanitary sewer. Grease can clog pipes and cause sewage to overflow if not cleaned regularly. If you do the cleaning yourself, make sure to place the grease in a heavy plastic bag and seal it before putting it in the dumpster. If you call a grease removal company to service your trap make sure you keep a receipt from them. Also make sure that they are licensed grease haulers.

Your permit to discharge wastewater to the sanitary sewer requires that a log is kept of how much grease / solids were removed from your trap. Circle the amount of pounds or gallons removed in Column 4 in this log. Post this log in a plastic sleeve on the wall near the grease trap in a safe area, protected from food, water and grease. **Failure to keep a log can cause your permit to be revoked or subject you to fines.**

Please help keep the sanitary sewer grease free and protect your environment.

Note: Commercial kitchens are not to use garbage disposals. Please keep a screen in your sink and when you remove solids place them in the trash. This too helps keep the sanitary sewer system working properly.

You may photocopy this document.



City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Contract to Catholic Charities of Santa Clara County for \$103,448 for South County Youth Task Force Community-Based Services for Youth

Meeting Date: November 3, 2025

From: Brad Kilger, Interim City Administrator

Department: Police Department

Submitted by: Ken Binder, Interim Chief of Police

Prepared by: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services

RECOMMENDATION

1. Award a contract to Catholic Charities of Santa Clara County (CCSCC) in the amount of \$103,448 for community-based services for youth, Project No. 25-RFP-PD-524
2. Authorize the City Administrator to execute the contract and associated documents

EXECUTIVE SUMMARY

In January 2012, the City of Gilroy, City of Morgan Hill, Gilroy and Morgan Hill Unified School Districts and the Santa Clara County Board of Supervisors met and created the South County Youth Task Force (SCYTF) to address the effects of violence and gangs on youth and in the community.

Funding is provided through the SCYTF, Cities of Gilroy and Morgan Hill, Gilroy and Morgan Hill School Districts (GUSD and MHUSD), Santa Clara County Library District, Santa Clara County Juvenile Probation Department, the Santa Clara County Neighborhood Safety Unit, and the Santa Clara County District Attorney's Office. As the fiscal agent for the South County Youth Task Force, the Gilroy Police Department

(GPD) manages SCYTF funding. Funding from the District Attorney's Office, Santa Clara County Library District, and the Gilroy Unified School District will be used to cover the total amount of this agreement.

The funding has sponsored many programs such as the Restorative Community Circles with GPD, Resident Leadership Development, School-based and Community-based Youth Restorative Justice, Case Management, Crisis Response, Street Outreach, National Compadres Network Xinachtli/Joven Noble Circles, Late Night Gyms, a Mentorship Boxing Program, After School Programs in both Morgan Hill and Gilroy and training opportunities for the SCYTF body, made up of over 45 different organizations.

BACKGROUND

On September 3, 2025, Request for Proposals (RFP) 25-RFP-PD-524 was published on the City of Gilroy's website, soliciting proposals from Community-Based Organizations (CBOs) to provide professional consulting services for the SCYTF Community-Based Services for the Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement). A total of three proposals were received.

On October 8, 2025, a notice of intent to award the contract was published, selecting Catholic Charities of Santa Clara County as the consultant. No protests were received by the October 15th deadline, allowing staff to proceed with the next steps to request City Council award of the contract.

ANALYSIS

The South County Youth Task Force (SCYTF) is a regional partnership dedicated to serving, supporting, and uplifting our youth in South Santa Clara County (Morgan Hill, Gilroy, and the unincorporated town of San Martin). This collaboration includes local governments, school districts, community and faith-based organizations, and law enforcement agencies. SCYTF's work is guided by its Mission and Vision:

Mission: To promote a safe and nurturing community that creates and ensures sustainable access to opportunities, resources, and services for South County youth and their families, while empowering their voice and supporting their growth and success.

Vision: A community that is safe and free of youth violence where young people are strong, thriving and connected to their families, schools, and neighborhoods.

The community-based services are offered throughout the Gilroy Community for youth ages 9-17 and young adults ages 18-20 to prevent violence. Services are prioritized for youth who live in an opportunity neighborhood with high disparities (e.g., poverty, food

insecurity, gang exposure, violence, drugs); are on probation or impacted by gang involvement; and/or fall within the spectrum from At-Promise (At-Risk) to High-Promise (High-Risk) Youth. SCYTF community-based programs offer alternative options for youth to be able to access services and programs in their neighborhood, which are provided at no cost.

These youth services are part of the South County Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in an effort to prevent and reduce juvenile delinquent behaviors, prevent/ reduce recruitment of youth into gangs and prevent/ reduce youth violence in South Santa Clara County per the 2023-2026 SCYTF Strategic Plan.

Proposals were received from three vendors:

1. Empowering Our Community for Success
2. Catholic Charities of Santa Clara County
3. Youth Alliance

A scoring committee reviewed and ranked the proposals received based on the criteria identified in the RFP. Based on the scoring proposals, Catholic Charities of Santa Clara County was determined to be the most qualified vendor for this assignment due to their understanding and approach to the project, proposed scope of services, qualifications, capacity to provide qualified personnel, and project cost-effectiveness.

ALTERNATIVES

Council could reject the award of the contract to CCSCC. Staff does not recommend this option as it would mean the SCYTF Strategic Plan to deliver community-based youth services and the continuation of the youth programs would be impacted.

FISCAL IMPACT/FUNDING SOURCE

The proposed agreement with CCSCC is for \$103,448. Funding for this project is provided by the South County Youth Task Force's contributing agencies, including the District Attorney's Office, Gilroy Unified School District, and Santa Clara County Library District.

There are sufficient budgetary appropriations included in the adopted FY26 budget within the South County Youth Task Force Fund (227).

PUBLIC OUTREACH

n/a

NEXT STEPS

If approved by Council, the agreement will be executed, and preparations will be made to begin providing services to youth.

Attachments:

1. 25-RFP-PD-524 Notice of Intent to Award – Catholic Charities of Santa Clara County
2. Draft Service Agreement 25-RFP-PD-524



Gilroy Police Department

City of Gilroy

7301 Hanna Street
Gilroy, California
95020-6129

Admin. (408) 846-0310
Comm. (408) 846-0350
Records (408) 846-0300
Fax (408) 846-0339

KEN BINDER
Interim Chief of Police

Notice of Intent to Award
South County Youth Task Force (SCYTF) Community-Based Youth
Services
Project No. 25-RFP-PD524
October 8, 2025

Notice is hereby given that the City of Gilroy intends to award a contract to **Catholic Charities of Santa Clara County**

The proposed award is the result of the department's Request for Proposals (RFP) listed below:

South County Youth Task Force Community-Based Youth Services

This notice constitutes compliance with the State Contracting Manual Sections 5.65 and 6.10 A. Any protests concerning this proposed award must be filed with the City of Gilroy Purchasing Coordinator and date stamped at the Finance Counter, 7351 Rosanna Street, Gilroy CA 95020 by 5:00 PM on October 15, 2025.

This notice and all documents pertaining to this invitation for bids is available on the City website at: <https://www.cityofgilroy.org/Bids.aspx>

Best regards,

Ken Binder, Interim Chief of Police
City of Gilroy

AGREEMENT FOR SERVICES
(For contracts over \$5,000 - CONSULTANT)

This AGREEMENT made this 21 day of October, 2025, between:

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

and CONSULTANT: Catholic Charities of Santa Clara County, having a principal place of
business at 2625 Zanker Rd #201, San Jose, CA 95134.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on October 21, 2025 and will continue in effect through October 31, 2026 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$103,448.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business.

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements

set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called “extended reporting” or “tail” coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY’S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY

may have, CONSULTANT shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONSULTANT:

CITY:

Catholic Charities of Santa Clara County

CITY OF GILROY

By: _____

By: _____

Name: Don Taylor

Name: Brad Kilger

Title: Chief Executive Officer

Title: Interim Administrator, City of
Gilroy

Social Security or Taxpayer

Identification Number 94-2762269

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “A”
SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit “B”**, Scope of Services (“Services”). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign So'o Poumele, who will act in the capacity of Project Manager, and who will personally direct such Services.

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written “Notice to Proceed”, which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Sandra Cruz, South County Youth Task Force Coordinator shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** (“Notices”) of this **Exhibit “A”**.

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:	<u>Sandra Cruz, SCYTF Coordinator</u>
	City of Gilroy
	7351 Rosanna Street
	Gilroy, CA 95020

CONSULTANT:

Gregory Kepferle
Chief Executive Officer
Catholic Charities of Santa Clara County
2625 Zanker Rd #201
San Jose, CA 95134

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

CONSULTANT Catholic Charities of Santa Clara County will coordinate and provide services, outlined and specified in reporting data outlined below, necessary for program evaluation: ie. monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format; as well as ongoing program improvement, to the City of Gilroy in a timely matter. This program is part of the South County Project II THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to prevent and reduce juvenile delinquent behaviors, prevent/ reduce recruitment of youth into gangs and prevent/ reduce youth violence in South Santa Clara County. Service delivery time frame: October 21, 2025- October 31, 2026.

CONSULTANT Catholic Charities of Santa Clara County shall complete the following services:

1.Late Night Gym / Pro-Social Program:

- Coordinate, facilitate, and manage one (1) weekly Late Night Gym on Thursday or Friday evenings (weekly evening pro-social program) at the Wheeler Gym in Gilroy.
- Sessions must last a minimum of three (3) hours, between 5:00 PM – 9:00 PM.
- Serve at least 50 unduplicated youth over the program term.
- Program must be evidence-based or evidence-promising and culturally responsive.
- Provide healthy food options at each weekly session.
- Ensure proper use, maintenance, storage, security and care of all program equipment.
- For summer and school breaks, weekly educational and enrichment fieldtrips are encouraged in lieu of program (cost is part of the program budget).

2. Four (4) Evidence-Based, Culturally Responsive Youth Groups in the Neighborhoods:

- Implement four (4) evidence-based or life skills youth group cycles throughout the 12-month contract period (e.g., El Joven Noble, Xinachtli Rights of Passage, Cara Y Corazon; Life Skills Programs, such as Why Try, BOTVIN groups, Restorative Justice based groups, or other pre-approved curricula (curriculum must be submitted), at selected community locations.
- Groups should be distributed over the year in strategically identified opportunity neighborhoods, as recommended by SCYTF (e.g., 4 in the fall/ winter and 4 in the spring/summer).
- Each group must serve a minimum of 10 unduplicated youth, for a total of 40 unduplicated individuals, served across all groups.
- The Consultant must submit all curricula for pre-approval.

3. Outreach, Community Engagement and Intervention:

- Provide intervention and engagement support at identified key community center(s) and/or library sites.
- Conduct outreach a minimum of two days per week for at least four (4) hours per day. Locations will vary depending on the need.
- Facilitate at least one Peace/ Community Building Circle series at an identified community center, such as at San Ysidro Park, Las Animas Park Gilroy Library or the Wheeler Gym.
- Conduct outreach for the SCYTF Late Night Gym program.

4. Secondary Crisis Response:

- Support identified neighborhoods and around school sites in maintaining a positive and safe culture.
- Build rapport with youth in identified neighborhoods to introduce services, opportunities for self-referral, and invitation to participate in SCYTF and greater collaborative services/activities.
- Activities may include restorative circles, one-on-one support, 'get-to-know-you' activities before/after school, and during late evening pro-social activities.

5. Linkage and Referral

- Connect youth and their families to relevant community and county services and resources.

6. Collaboration and Participation:

- Participate in monthly Technical Team, Multi-Disciplinary Team (MDT), and ad-hoc Violence Disruption meetings.
- Lead or co-chair at least one Tech Team subcommittees.
- Collaborate with the City of Gilroy, GUSD, and other partners with an SCYTF MOU to further violence prevention goals.

7. Program Evaluation and Reporting

- Serve a total of 90 unduplicated youth (ages 9-24) across all services.
- Conduct entrance and exit surveys at the end of services (as they pertain to the strategy) to measure changes in behavior and well-being.
- Submit the following documentation monthly: narrative/reports, calendars, sign-in sheets, City-provided units of service workbook and other measurable metrics to prove expected deliverables are met with SCYTF Administration.

- Connect with 2,000 duplicated contacts via all community outreach and intervention activities.

8. Collaboration, Outreaching and Branding Support

- Coordinate with the City of Gilroy, SCYTF Administration Team, the Gilroy Unified School District and the Monthly MDT partners on outreach, collaboration, and co-branding materials.
- Post all workshops and event flyers pertaining to this work on the SCYTF website.
- Work to further the goals and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County.

9. Must provide a client list (First Initial and Last Initial) that includes the following:

- Name of youth served;
- Include assigned Probation File Numbers for Youth (if applicable);
- Date of birth of youth served;
- Start date of when youth started receiving services;
- End date of when youth stopped receiving services;
- ZIP Code of youth served (if available);
- Ethnicity of youth served (if available); and
- Hours of service per youth by activity type.

12. Groups: Maintain and submit sign-in sheets monthly to track participation, Monthly Units of Service Reports, and pre/post surveys on the start and end of groups.

13. Participate in contract monitor meetings every other month and attend other necessary meetings and activities and have the flexibility to attend necessary meetings and activities as they arise, which may occur outside of traditional 8:00 a.m. to 5:00 p.m., Monday through Friday work hours.

14. Population to be served: children and young adults (Youth between the ages of 10-24 (any gender or non-binary), who reside or attend school in Gilroy (zip code areas 95020 and 95021) and can fall in one or more of the following categories:

- At Promise (At-Risk) Youth”: Defined as youth who live in or attend schools in low-socio economic areas, referred to as “Hot Spots” within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk,
- High–Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with

violence. This category distinguishes from “at-risk” population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.

iii. “Youth who demonstrate to be severely impacted/gang intentional”: Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.

15. Have the needed level of flexibility to attend necessary meetings, including monthly, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends (with 30 day advanced notice) for important or large events and evenings as deemed necessary to carry out successful coordination of project services.

16. Transport of Youth: Transportation can only occur after all necessary insurance(s) have been completed and insurances and waivers meet all necessary insurance guidelines. One-to-one driving is not allowed. Consultant and youth in transport must be of the same gender, or there may be another staff member in the car of the opposite gender. This may include City of Gilroy staff. A guardian/parental permission slip must be signed each time a youth enters CONSULTANT'S vehicle. If transportation occurs under life coaching/case management, all intake paperwork must be up to date and the two-to-one ratio must be enforced. Contact of youth and transportation must follow County and City procedures.

17. Locations of services will occur at the identified schools, community hubs, hot-spot parks libraries, and other community locations, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

EXHIBIT “C”

MILESTONE SCHEDULE

Management Plan

Tracing its origins as far back as 1929, Catholic Charities of Santa Clara County (CCSCC) is a Santa Clara County-based, 501(c)(3) non-profit organization that has provided regular services to the community since 1955 and has been incorporated in California since 1981. Our mission is to serve and advocate for families and individuals in need, especially those living in poverty. We work to create a more just and compassionate community in which people of all cultures and beliefs can participate and prosper. In alignment with this mission, CCSCC has provided services for County residents since its inception and currently serves more than 86,000 individuals through more than 30 direct service programs delivered at 90+ locations. With an operating budget of over \$50 million, CCSCC’s staff and 25-member Board of Directors employ strong management and fiscal controls to ensure ongoing financial health.

CCSCC will deliver services through its YES team. This team’s experience in program delivery with children, youth and young adults; collaboration with partner organizations; mentoring and relationship building skills; and knowledge of the South County region make them effective leaders to pursue the goals of the SCYTF programs. The team has delivered analogous programs to each scope of work with a similar profile of youth with positive results.

The YES Program Director and Senior Program Manager are currently in place, operating from the Washington United Youth Center in San José and in the community. They have a wide range of experience and knowledge in working with at-risk, high-risk, gang-impacted and -intentional, and justice-involved youth and their families, providing services that have demonstrated effectiveness in reducing risk factors and increasing protective factors.

YES staff are equipped with educational credentials and real-world experience working with at-risk populations, including system-involved youth and families experiencing socio-economic hardship. Michael Bright and So’o Poumele will serve as supervision leads for the case management team. The Case Managers will provide direct services for participants. A Program Financial Analyst will support the team with invoicing and budgeting activities.

Key team members include:

Michael Bright – Program Director, YES Department: Michael has over 20 years of experience working with high-risk youth and system-involved populations. He leads WUYC’s youth programs with a focus on trauma-informed practice, compliance monitoring, and staff development. Prior to his work at CCSCC, he expanded academic and recreational programs in four South Bay middle schools, mentored high school students, and successfully implemented recruitment and other strategies that increased program enrollment and improved operations. Michael is also skilled in ensuring grant-funded programs comply with requirements and meet deliverables. Michael holds a Bachelor of Science in Social Science and has completed relevant training and certifications. He will lead the proposed project, ensuring that it stays on track, meets deliverables, and that all evaluation and reporting requirements are fulfilled.

So'o Poumele – YES Senior Program Manager: So'o brings over 25 years of experience working with at-risk and high-risk youth, particularly those involved in the juvenile justice system, to the team. As Program Manager starting in 2006, So'o has trained new staff, applied Trauma-Informed Care principles in youth and family services, developed curricula, and planned and implemented youth programs. He has also created and delivered trainings for agencies working with at-risk or gang-involved youth and adults. So'o also has extensive experience working with government partners in implementing grant-funded programs. He has received certificates of completion through the National Gang Safety Seminar, and is certified to conduct mediation and intervention. He speaks English, Samoan, and is familiar with Spanish. So'o will oversee direct services and Case Managers and ensure program data is tracked, analyzed and reported on.

Esteban Escalante, Case Manager: Esteban has worked with children and youth in our County since joining CCSCC in 2013 as an after-school instructor. While honing his skills as an educator, Esteban managed classroom behavior; built relationships with parents, teachers, and students; adapted to remote learning methods; and acted as Interim Program Manager. As a Site Supervisor, Esteban supervised 11 staff serving 200+ students, oversaw data entry and management, met reporting requirements, planned activities for instructors, collaborated on soccer coach, delivering a play-based curriculum to build children and youth's cognitive, language, and social and emotional skills. Esteban is a resident of San Martin and is bilingual in English and Spanish. He will help provide the project's direct services for youth, tracking data and progress.

Martha Diaz-Espinoza, Case Manager: Following five years of progressive leadership in the private sector, Martha changed career paths to focus on delivering high-quality programming to children, youth, and families. As a preschool teacher, Martha implemented curricula, monitored children's development, and supported family engagement. Martha joined CCSCC in August 2023 to supervise implementation of a State Office of Child Abuse Prevention (OCAP) program designed to work with youth, young adults, and families to increase leadership, empathy, and self-agency skills; improve job readiness; and expand knowledge of college and career paths and funding resources. In this capacity, Martha conducts outreach and recruitment, engages thoughtfully with participants and partner organizations, delivers dynamic and engaging workshops, provides appropriate referrals to clients, and liaises with school staff on administrative and logistical details. A native of Gilroy, Martha is bilingual in English and Spanish. She will help provide the project's direct services for youth, tracking data and progress.

Timeline of schedule events may include, but not limited to:

Timeframe, Activity/Deliverable and Details & Expectations

Oct 21–31, 2025 Program Launch and Orientation:

Finalize MOUs with SCYTF Technical Team; confirm Wheeler Gym schedule; outreach to schools/neighborhoods; staff training and orientation.

Nov–Dec 2025 Late Night Gym (Weekly):

Launch weekly 3-hour Late Night Gym sessions (Thurs/Fri 5–9 pm). Minimum of 8 sessions before year-end. Serve at least 20 unduplicated youth. Provide food at all sessions.

Nov 2025 – Jan 2026 Youth Group Cycle 1:

First evidence-based, culturally responsive youth group (e.g., El Joven Noble, Xinachtli, Life Skills). Serve at least 10 youth.

Nov–Dec 2025 Outreach & Intervention Begins:

Case Managers on-site 2x per week at identified locations (community centers, library). At least one Peace/Community Circle initiated by December.

Jan–Mar 2026 Youth Group Cycle 2:

Implement a second group cycle in the identified neighborhood. Serve at least 10 youth.

Jan–Mar 2026 Late Night Gym (Ongoing):

Continue weekly sessions. Maintain at least 25 unduplicated youth served by March.

Spring Break 2026 (Mar/Apr) Educational/Enrichment Field Trip:

Provide at least one enrichment field trip in lieu of gym (cost included in budget).

Apr–Jun 2026 Youth Group Cycle 3:

Implement a third group cycle (10+ youth). Culturally responsive, evidence-based.

Apr–Jun 2026 Community Engagement:

Ongoing outreach 2x per week. Conduct a second Peace/Community Building Circle.

Summer 2026 (Jun–Aug) Late Night Gym (Ongoing):

Continue weekly sessions, offer 1–2 summer enrichment field trips (e.g., college visits, recreational trips). By August, at least 40 unduplicated youth served.

Jul–Sep 2026 Youth Group Cycle 4:

Implement a fourth group cycle. Serve another 10+ youth.

Oct 2026 Final Quarter Programming:

Conduct entry/exit surveys for all youth group participants. Track and report behavior/well-being changes.

Oct 2026 Close-Out & Final Report:

Submit final program report summarizing outcomes, youth served, outreach contacts, and lessons learned.

EXHIBIT “D”

PAYMENT SCHEDULE

EXHIBIT “D”

PAYMENT SCHEDULE

A. Compensation to CONSULTANT Catholic Charities of Santa Clara County shall be contingent upon successful completion of the services outlined in EXHIBIT B, SCOPE OF SERVICES. A statement of all professional services outlined under this AGREEMENT shall be prepared by CONSULTANT Catholic Charities of Santa Clara County and submitted to the City of Gilroy on or before the 10th day of the month, following the billing month, following completion of each of the Services identified in EXHIBIT B. If the services have been completed to the satisfaction of the City of Gilroy, the CITY shall make payment to the CONSULTANT within thirty (30) business days after receipt of the statement and approval thereof.

B. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed \$103,448 CONSULTANT to successfully complete the project within the 12 month period. Reimbursement will be based on work completed, per budget specifications.

C. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. All contract deliverables needed for payment are stated in Exhibit B and include the completion of a monthly invoice, with relevant direct expenses back up, monthly narrative and statistical reporting to show measurement for successful targeted youth intervention, groups and pro-social activities in pre-designated areas.

Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies, training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.

Quarterly invoices and all back up documentation (monthly calendars, PAR monthly report, staff timesheets, agency invoice, OUS workbook, and Narrative report) will be submitted to the CITY by the 8th day of the next month, as follows or the Friday prior to, if the 8th falls on a weekend, the invoice is due the following Monday, no later than 12:00 PM. An exception will be the last monthly invoice as the City funder requests the final invoice prior to the month's end:

Quarters	Invoice Deadline
October 21, 2025- December 31, 2025	January 8, 2026
January 1, 2026- March 31, 2026	April 8, 2026
April 1, 2026-June 30, 2026	June 20, 2026
July 1, 2026-September 30, 2026	October 8, 2026

October 1, 31, 2026

November 8, 2026

Please allow up to 30 business days between submittal of invoice and confirmed back up verification for the processing of payment. Back up includes but it not limited to any of the following: timecard for program coordinator, sign in sheets for services and programs sponsored by this agreement, fliers and brochures, pictures for program activities, meeting agendas and notes, and any other documentation related to the any of the diversion program activities. Invoices will be returned if necessary back up is not attached and timing of check processing will be paused.

D. BUDGET - Catholic Charities of Santa Clara County Total Program Budget \$103,448

Personnel	Annual Salary & FTE	Program Salary
Program Director, Michael Bright	\$110,313 @ 0.03 FTE	\$3,309
Senior Program Manager, So'o Poumele	\$111, 729 @ 0.05	\$5,586
Case Manager, Esteban Escalante	\$58, 402 @ 0.35	\$20,441
Case Manager, Martha Diaz- Espinoza	72, 842 @ 0.30	\$21,852
Program Financial Analyst, Svitlana Vialaire	\$ 91, 759 @ 0.01	\$918
Taxes and Benefits	32.61% Rpresenting Health Plan, life and disability insurance, and 401K.	\$16, 992
PERSONNEL SUBTOTAL		\$69,098

OPERATING COST

Food Healthy snacks and refreshments to increase attendance and encourage participation.
\$1,600

Office Supplies Standard consumable office supplies (pens, paper, printer ink).
\$50

Pro-Social Activities Cost of entry tickets, equipment, supplies for pro-social outings and activities.
\$1,500

Telephone Employee reimbursement for cell phone use (\$40/mo per FTE). 355\$

Mileage Employee mileage reimbursement and van use at current federal rate for required travel between program / work sites. \$3,600

IT & Communications IT support and technology resources, internet access, GSuite, video-conferencing, related costs to facilitate program delivery, data tracking, reporting. Allocation based on number of FTEs. \$2,842

AWARDS Database Agency-wide client information database; based on # FTEs. \$1,376

Insurance General liability insurance; based on # FTEs. \$1,634

Occupancy Allocated cost of maintenance, utilities, janitorial, depreciation for staff offices at Washington United Youth Center where majority of budgeted staff are based. Calculated based on sq ft occupied. \$7,900.

OPERATING COST SUBTOTAL	\$20,857
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Administrative Cost 15% of direct cost- HR, payroll, fiscal, compliance, executive and administrative support needed for contract and program delivery.	\$13,493
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TOTAL PROGRAM EXPENSES	\$103,448
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City of Gilroy

STAFF REPORT

Agenda Item Title: Authorize the City Administrator to Enter into a Ten-Year Master Services and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Axon Interview Room Recording System for \$243,621

Meeting Date: November 3, 2025

From: Brad Kilger, Interim City Administrator

Department: Police

Submitted by: Ken Binder, Interim Police Chief

Prepared by: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization & Maintain and Improve City Infrastructure

RECOMMENDATION

1. Authorize the City Administrator to enter into a ten-year master service and purchasing agreement with Axon Enterprises Inc. for \$243,621 to purchase the Axon interview room recording system; and
2. Authorize the City Administrator to execute the master services and purchasing agreement and related purchasing documents.

EXECUTIVE SUMMARY

The Gilroy Police Department's interview room monitoring system is outdated, failing, and no longer supported by the manufacturer. This equipment is critical to the integrity of criminal investigations, as it records interviews with victims, witnesses, and suspects in major cases. A system failure could result in the loss of vital digital evidence, potentially jeopardizing successful prosecutions.

To address this urgent need, the Department proposes purchasing and installing the Axon interview room recording system. The Axon system will integrate seamlessly with the Department's existing Axon infrastructure, providing secure cloud storage, enhanced evidence management, and compliance with legal and procedural standards. A ten-year contract with Axon will also lock in pricing, avoiding significant cost increases and reducing long-term maintenance expenses.

This investment supports the City's commitment to modernizing law enforcement technology, enhancing transparency, ensuring reliable evidence, and maintaining community trust.

BACKGROUND

The Gilroy Police Department relies heavily on its interview room monitoring system to document critical conversations during criminal investigations. These recordings are used as evidence in court and play a key role in ensuring successful prosecutions.

The existing system was installed more than ten years ago and has reached the end of its useful life. The manufacturer no longer provides software updates, technical support, or replacement parts, leaving the Department vulnerable to equipment failure. Any malfunction of this system would severely impact investigative operations and the integrity of evidence.

ANALYSIS

The proposed solution is the Axon Interview Room Recording System, which includes both overt and covert recording devices, touchscreen activation panels, and direct integration with Axon's existing digital evidence management system, Evidence.com.

Key Benefits of the Proposed Axon System:

1. **Enhanced Evidence Quality and Security** – High-resolution video and audio capture ensure clear, tamper-proof recordings that meet evidentiary standards.
2. **Seamless Evidence Management** – Direct integration with Evidence.com streamlines the process of storing, retrieving, and sharing digital evidence with the District Attorney's Office.
3. **Improved Investigative Efficiency** – Automatic uploads to cloud storage eliminate manual evidence transfers, reducing delays and opportunities for error.
4. **Legal and Procedural Compliance** – The system ensures chain-of-custody integrity and compliance with state and federal evidence requirements.
5. **Long-Term Cost Control** – A ten-year contract with Axon locks in current pricing and reduces future costs associated with emergency repairs or price increases. Axon increased prices by approximately 30% between 2022 and 2023, demonstrating the cost benefits of early contract commitment.
6. **Reduced Liability** – Preventing the loss or corruption of interview recordings minimizes legal exposure and strengthens prosecutorial outcomes.

The Department has standardized the Axon platform for other functions, including body-worn cameras and digital evidence management. Adding the interview room recording system creates an integrated, standardized environment with centralized management and security.

ALTERNATIVES

The City Council may choose not to approve this agreement. This is not recommended as the Department has standardized on the Axon system. Selecting a different system would likely require third-party integrations and result in higher long-term costs for equipment and maintenance.

FISCAL IMPACT/FUNDING SOURCE

On June 2, 2025, the City Council adopted the Fiscal Year 2026 and 2027 biennial budget, which includes the procurement of the Axon Interview Room System for \$24,362 per fiscal year. Staff are recommending a multi-year agreement to complement the Department's existing Axon service agreements for other solutions that have been procured and standardized. As such, a ten-year term is recommended for a total amount not to exceed \$243,621 over the term.

PUBLIC OUTREACH

N/A

NEXT STEPS

N/A

Attachments:

1. Axon Interview Room Quote



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-559591-45716.659KP

Issued: 02/28/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 112140

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Gilroy Police Department - CA 7301 Hanna St Gilroy, CA 95020-6129 USA	Gilroy Police Department - CA 7301 Hanna St Gilroy CA 95020-6129 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Juan Rocha Phone: Email: juan.rocha@cityofgilroy.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$242,891.20
ESTIMATED TOTAL W/ TAX	\$243,621.20

Discount Summary

Average Savings Per Year	\$2,840.40
TOTAL SAVINGS	\$28,404.00

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$24,289.12	\$73.00	\$24,362.12
Aug 2026	\$24,289.12	\$73.00	\$24,362.12
Aug 2027	\$24,289.12	\$73.00	\$24,362.12
Aug 2028	\$24,289.12	\$73.00	\$24,362.12
Aug 2029	\$24,289.12	\$73.00	\$24,362.12
Aug 2030	\$24,289.12	\$73.00	\$24,362.12
Aug 2031	\$24,289.12	\$73.00	\$24,362.12
Aug 2032	\$24,289.12	\$73.00	\$24,362.12
Aug 2033	\$24,289.12	\$73.00	\$24,362.12
Aug 2034	\$24,289.12	\$73.00	\$24,362.12
Total	\$242,891.20	\$730.00	\$243,621.20

Quote Unbundled Price:	\$271,295.20
Quote List Price:	\$271,295.20
Quote Subtotal:	\$242,891.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74116	AXON INTERVIEW - COVERT ENCLOSURE	2			\$110.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$209.00	\$0.00	\$0.00	\$0.00	\$0.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6			\$356.00	\$0.00	\$0.00	\$0.00	\$0.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6			\$700.00	\$0.00	\$0.00	\$0.00	\$0.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	3			\$2,532.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3			\$64.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2			\$209.00	\$0.00	\$0.00	\$0.00	\$0.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	2			\$985.00	\$0.00	\$0.00	\$0.00	\$0.00
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1			\$542.00	\$0.00	\$0.00	\$0.00	\$0.00
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4			\$1,338.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$209.00	\$0.00	\$0.00	\$0.00	\$0.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	4			\$110.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	120		\$1,750.00	\$1,750.00	\$3,500.00	\$319.38	\$3,819.38
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	120		\$1,500.00	\$1,500.00	\$4,500.00	\$410.62	\$4,910.62
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$36.83	\$8,839.20	\$0.00	\$8,839.20
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	120		\$31.50	\$31.50	\$11,340.00	\$0.00	\$11,340.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	120		\$124.80	\$124.80	\$179,712.00	\$0.00	\$179,712.00
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7			\$5,000.00	\$5,000.00	\$35,000.00	\$0.00	\$35,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7			\$464.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$242,891.20	\$730.00	\$243,621.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	1	08/01/2025
A la Carte	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	1	08/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	08/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	08/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	1	08/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	1	08/01/2025
A la Carte	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	1	08/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	08/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	08/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	08/01/2025
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	1	08/01/2025
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	1	08/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	09/01/2025	08/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	09/01/2025	08/31/2035
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	09/01/2025	08/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/01/2025	08/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	09/01/2025	08/31/2035

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7301 Hanna St	Gilroy	CA	95020-6129	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 1	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 1	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 2	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 2	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 2	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 3	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 3	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 3	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 4	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 4	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 4	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 5	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 5	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 6	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 6	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 6	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 6	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 6	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92

Aug 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 7	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 7	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 7	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 7	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 7	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 8	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 8	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 8	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 8	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 8	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 8	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 9	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.06	\$491.06
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.94	\$381.94
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	12	\$17,971.20	\$0.00	\$17,971.20
Annual Payment 9	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$0.00	\$0.00	\$0.00
Annual Payment 9	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$0.00	\$0.00	\$0.00
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00

Aug 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Annual Payment 9	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$0.00	\$0.00	\$0.00
Annual Payment 9	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	4	\$0.00	\$0.00	\$0.00
Annual Payment 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	\$0.00	\$0.00	\$0.00
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$0.00	\$0.00	\$0.00
Annual Payment 9	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Aug 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	7	\$0.00	\$0.00	\$0.00
Annual Payment 10	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	\$450.00	\$41.08	\$491.08
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,134.00	\$0.00	\$1,134.00
Annual Payment 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$31.92	\$381.92
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$883.92	\$0.00	\$883.92
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Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$0.00	\$0.00	\$0.00
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Annual Payment 10	74116	AXON INTERVIEW - COVERT ENCLOSURE	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$0.00	\$0.00	\$0.00
Annual Payment 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$3,500.00	\$0.00	\$3,500.00
Total				\$24,289.12	\$73.00	\$24,362.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

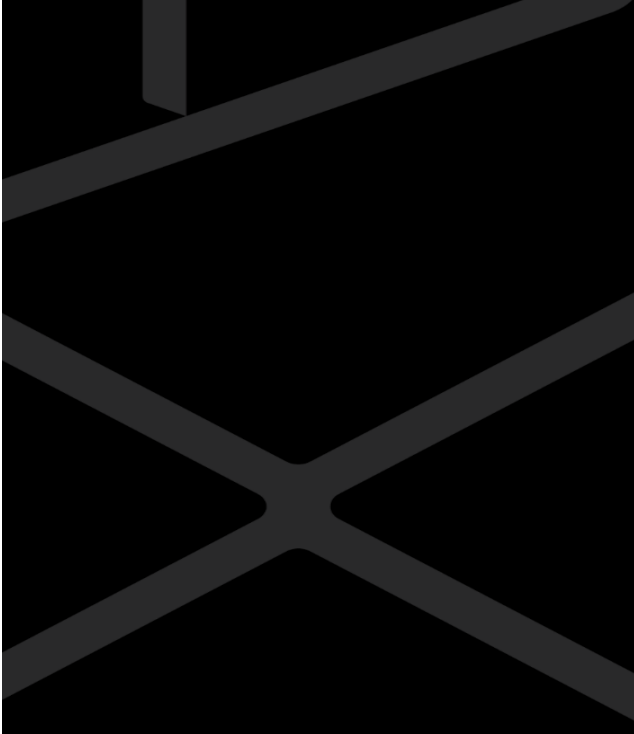
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/28/2025





STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street





1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Contract to FBD Vanguard Construction, Inc. for the FY26 CDBG Sidewalk and Curb Ramp Project No. 26-PW-303 in the amount of \$156,820.00, approve a project contingency of \$19,370.14, and approve a total project expenditure of \$176,190.14 for Construction

Meeting Date: November 3, 2025
From: Brad Kilger, Interim City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Weston Hill, Engineer

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services
Maintain and Improve City Infrastructure

RECOMMENDATION

Award a contract to FBD Vanguard Construction, Inc. in the amount of \$156,820.00, approve a project contingency of \$19,370.14, approve a total project expenditure of \$176,190.14 for the construction of the FY26 CDBG Sidewalk and Curb Ramp Project (No. 26-PW-303), and authorize the Interim City Administrator to execute the contract and associated documents.

EXECUTIVE SUMMARY

The City annually receives Community Development Block Grant (CDBG) Program funds from the U.S. Department of Housing and Urban Development (HUD). Eligible activities under the CDBG program includes Capital Improvements such as curb ramp and sidewalk improvements provided the improvements are located in low and moderate-income neighborhoods. On June 2, 2025, the City Council authorized expenditure of \$176,190.14 in CDBG funds for sidewalk improvements in low- and moderate-income neighborhood(s) of Gilroy. Public Works has developed the FY26 CDBG Sidewalk and Curb Ramp Project (Project), No. 26-PW-303, which will install and improve sidewalk facilities along the easterly side of Monterey Road between Koror

Lane and Ervin Court. Contingency could also potentially be utilized for sidewalk repairs on 7th Street between Church Street and Egleberry Street.

BACKGROUND

The City is a designated “entitlement” jurisdiction participating in HUD’s CDBG Program. This classification as an “entitlement” jurisdiction allows the City to receive an annual allocation of CDBG funds. The City is required to spend a minimum amount of these funds each year. The City is also required to submit an Annual Action Plan (Plan), which identifies specific projects/activities within that fiscal/program year. Staff from the Community Development and Public Works Departments collaborated to identify projects that qualify as defined by HUD.

Eligible activities that can be funded under Capital Improvements include the annual curb ramp and sidewalk improvements, principally within low and moderate-income neighborhoods. The FY26 CDBG Sidewalk and Curb Ramp Project, No. 26-PW-303, was created to improve ADA compliance for sidewalk and curb ramps. Staff identified substandard sidewalks, curb ramps, and areas that lack curb ramps in low and moderate-income neighborhoods and assembled a bid package to keep costs within available CDBG funds.

The CDBG capital improvement allocation for the Project was approved by the City Council on June 2, 2025, for the Program Year 2025-26. The grant award amount for the FY26 Annual CDBG Sidewalk/Curb Ramp Project was \$176,190.14. The Annual Action Plan identified the sidewalk and curb ramp projects as public improvements that create safe pedestrian pathways in low and moderate-income neighborhoods. Based on U.S. Census tract data, Gilroy has neighborhoods that meet the low and moderate-income thresholds. The sidewalk improvements identified in this project were chosen at locations in these neighborhoods where there is currently no sidewalk or the existing sidewalk is in disrepair and is non-ADA compliant.

ANALYSIS

The Project consists of installing approximately 3,300 square feet of new sidewalk and associated work. The lowest responsive and responsible Base Bid, was received from FBD Vanguard Construction, Inc. in the amount of \$156,820.00. The project also includes one Bid Additive to upgrade and repair an additional 1,690 square feet of sidewalk and associated work such as tree removal and curb ramp reconstruction, which was bid at \$145,955.00. Staff is not recommending the bid additive as the amount exceeds the available funding. The addition of \$19,370.14 (12.35%) in contingency brings the total Project expenditure to the grant award amount of \$176,190.14. Project construction will be funded with CDBG Grant Funds. No CDBG funds were or will be expended on soft costs such as design, grant administration or inspection.

The new sidewalk installation for the base bid is located on the easterly side of

Monterey Road, between Ervin Court and Koror Lane. This sidewalk will close the gap between the existing Monterey Gateway Apartments frontage sidewalk and the new frontage sidewalk being constructed along the ROEM Builders apartments project.

This location was selected based on feedback from residents and in coordination with the other active capital improvement and private improvement projects such as the Citywide Engineering Sidewalk Replacement Program.

The Project was advertised in the San Jose Mercury News and on the City's website on September 19, 2025. Staff conducted the bid opening on October 9, 2025, and the City received five bids. Of the five bids received, one bid was disqualified and deemed not responsive. A bid summary is provided below.

RANK	COMPANY NAME	TOTAL BASE BID	BID ADDITIVE 1 (WILL NOT BE INCLUDED)	CONTINGENCY	TOTAL (BASE BID + CONTINGENCY ONLY)
1	FBD Vanguard Construction	\$156,820.00	\$145,955.00	\$19,370.14	\$176,190.14
2	Precision Grade	\$182,725.00	\$264,676.63	\$19,370.14	\$202,095.14
3	Graniterock	\$215,885.00	\$249,372.00	\$19,370.14	\$235,255.14
4	Radius Earthwork	\$225,405.00	\$229,781.25	\$19,370.14	\$244,775.14
DQ	Kraemer Engineering	\$191,817.43	\$229,122.29	\$19,370.14	\$211,187.57

The lowest responsive and responsible bidder was deemed to be FBD Vanguard Construction, Inc., with a total base bid of \$156,820. The Engineer's Estimate was \$101,880 for the base bid. The lowest bid was 54% higher than the Engineer's Estimate. Staff recommends awarding the contract to the lowest bidder, FBD Vanguard Construction, with a total bid of \$156,820 (Base Bid only).

ALTERNATIVES

The alternative to the staff recommendation is to reject all bids. Staff does not recommend this option as there is a grant deadline to expend the funds and submit reimbursement to HUD by April 15, 2026. Not meeting the set deadline would jeopardize the allocation of future CDBG funds from HUD.

FISCAL IMPACT/FUNDING SOURCE

The Total Base Bid is \$156,820. Staff also recommends approval of a contingency in the amount of \$19,370.14 (12.35%) for a total construction allocation of \$176,190.14.

The 12.35% contingency would be for additional and unforeseen work up to the available grant funds as any unused funds would be returned to the CDBG Fund and would not be available for use on any other Public Works Projects.

The City's CDBG Fund (Fund 245) receives CDBG Program funding annually from HUD. The Project will be funded through the City's approved Program Year 2025-26 CDBG allocation. There are sufficient appropriation budgeted to accommodate this expenditure.

PUBLIC OUTREACH

Affected residents will be notified in advance of the construction by the City and the contractor.

NEXT STEPS

Upon Council's approval of this contract, the contract will be executed, and staff will work with the contractor to develop a final project schedule to begin construction in November 2025.

Attachments:

None



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduction and First Reading of an Ordinance Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 25-02)

Meeting Date: November 3, 2025
From: Brad Kilger, Interim City Administrator
Department: Community Development
Submitted by: Sharon Goei, Community Development Director
Prepared by: Michael Fossati, Planning Manager

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

1. Determine the proposed ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15282(h) for the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Section 66314 and 66333 of the Government Code as set forth in Section 21080.17 of the Public Resources Code;
2. Motion to read the ordinance by title only and waive further reading of the ordinance; and
3. Introduce the ordinance of the City Council of the City of Gilroy amending Chapter 30, Article LIV of the Gilroy City Code relating to accessory dwelling units.

EXECUTIVE SUMMARY

Recent state legislation has established new requirements for Accessory Dwelling Units (ADUs): Senate Bill 477 (SB 477), Assembly Bill 2533 (AB 2533), Senate Bill 1211 (SB 1211) and Senate Bill 1077 (SB 1077). They support California's housing goals by continuing to eliminate local barriers, legalizing unpermitted ADUs and junior ADUs built before 2020, and providing clear guidelines regarding size, setbacks, and height. To

ensure compliance with the State of California, the City must amend its ADU ordinance.

BACKGROUND

In 2024, Governor Newsom signed four bills into law affecting the State ADU laws which directly impacted the validity of the City of Gilroy's current ADU ordinance. These laws are drafted to address ongoing housing shortages, streamline the approval and construction of accessory dwelling units (ADUs), and remove local barriers that impede development.

These legislative changes are driven by the state's commitment to expand affordable housing options, respond to the popularity and demand for ADUs, and ensure local governments remain compliant with state housing mandates. The purpose of this zoning amendment is to document the specific actions that the City of Gilroy has taken to ensure compliance with State ADU laws.

Environmental Assessment:

Section 21080.17 of the Public Resources Code and Section 15282(h) of the CEQA Guidelines statutorily exempt from environmental review adoption of an ordinance by a city to implement the articles of the Government Code commencing with Section 66314 and 66333 of the Government Code.

Planning Commission Review

On October 16, 2025, the Planning Commission recommended the adoption of the ordinance with a 6-0-1 (one absent) vote. The Planning Commission did not propose any changes to the ADU ordinance.

ANALYSIS

SB 477 took effect on March 25, 2024, and AB 2533, SB 1211, and SB 1077 took effect on January 1, 2025, impacting the City of Gilroy's Accessory Dwelling Unit (ADU) ordinance. In anticipation of State law changes, the City Council proactively included an update to the ADU Ordinance in the Community Development Department's workplan, ensuring compliance and continued support for our community.

The following table provides a summary of the text amendments proposed to create consistency with new State laws. The revised draft ADU Ordinance is attached with changes shown in strikeout and underline text (see Exhibit A).

Topic	Zoning Section	Action
Reference from Government Code (GC) Section 65852.2 to Section 66310 et seq.	Throughout the City Code	SB 477 reorganized and renumbered sections of the Government Code related to ADUs and Junior ADUs (JADUs). Notably, it

Submittal of Recordation of Deed Restriction	30.54.20 (c)	separated the former GC Section 65852.2 into more than 20 separate statutes, now commencing as GC Section 66310 et seq. pertaining to ADU development in California. The property owner must record a deed restriction for the ADU, stipulating that it cannot be rented for fewer than 30 days. Furthermore, the ADU cannot be transferred or sold separately from the primary residence, except as permitted by GC Section 66341, prior to the final building inspection.
Design Standards and Zoning Requirements	30.54.20 (e)	Provided language conforming to California Department of Housing and Community Development's concern, including how the objective design standards and other zoning regulations must not preclude construction of at least one 800 sq. ft. attached or detached ADU with four-foot side and rear setbacks, in line with state law minimums.
Remove one-story requirement for detached ADU	30.54.30 (e)	Removed the number of stories for an attached or detached ADU but still require the height limit to be no taller than 16 feet for detached ADU, unless the location is within ½ mile from a major transit stop.
Modify Parking Types	30.54.30 (g)	Included covered parking structure or uncovered parking space as a location available to accommodate an accessory dwelling unit.

Design Standards	30.54.30 (h)	Removed outside stairway located on the building elevation facing the public street as an objective standard, as indicated by California Department of Housing and Community Development.
Multifamily Unit Allowance	30.54.50 (b)	GC Section 66323, subdivision (a)(4) (A)(ii), states that a lot with an existing multifamily dwelling may have up to eight detached ADUs. However, the total number of detached ADUs allowed cannot exceed the number of existing dwelling units on the lot.
Multifamily Unit Size	30.54.50 (b)	Detached ADUs developed to be consistent with GC Section 66323 and are on a multifamily dwelling lot are not subject to any floor area restrictions. Additionally, converting an existing accessory structure or a portion of the primary residence into an ADU is not subject to size requirements.
Livable Space Definition	30.54.60	Definition added to GC Section 66313 definition section per SB 1211.

This analysis further illustrates that the amendments align with the overall objectives of the Zoning Ordinance, as well as the relevant goals and policies outlined in the General Plan.

General Plan Consistency

The proposed amendments are consistent with the Gilroy 2040 General Plan Land Use Goal LU 3 to provide a variety of housing types that offer choices for Gilroy residents and create complete, livable neighborhoods; Gilroy 2023-2031 Housing Element Goal 1 (Housing Production) to encourage the production of a variety of housing types for

Gilroy residents; and Gilroy 2023-2031 Housing Element Goal 2 (Removal of Government Constraints) to periodically review City regulations and ordinances to ensure that they do not constrain housing development and are consistent with State law.

Zoning Text Amendment Review

The draft ordinance includes findings that demonstrate the amendment is appropriate and necessary for fulfilling the overall purpose of the Zoning Ordinance, as well as complying with relevant goals and policies outlined in the General Plan. Per City Code Section 30.52.60, the City Council can approve, modify, or reject the proposed ordinance amendment. The City Council's decision is final and conclusive. Ordinances take effect 30 days after they are adopted by the City Council.

ALTERNATIVES

The Council may choose not to adopt the ordinance, meaning the City will continue to be out of compliance with State ADU regulations. If the Council decides to amend the proposed ordinance, staff will provide a revised version.

FISCAL IMPACT/FUNDING SOURCE

Staff time and resources required to adopt new zoning regulations to implement the state requirements are typically funded under the Department's operational budget and through the City's General Fund.

PUBLIC OUTREACH

The notice for the City Council meeting was published in the San Jose Mercury News on Tuesday, October 14, 2025. No public comments have been received regarding the proposed amendments. Public hearing packets with this staff report are available on the City's website for viewing.

NEXT STEPS

If the proposed ordinance is introduced, it will be placed on the consent calendar of the next City Council meeting for adoption, tentatively scheduled for November 17, 2025. The ordinance will become effective 30 days following adoption. Staff will submit the adopted ADU ordinance, within 60 days of adoption as required by the State, for review by the State of California Housing and Community Development Department to verify compliance with State law.

Attachments:

1. Att 1 - DRAFT ADU Ordinance 2025_FINAL
2. Ex. A - Chapter 30 Article LIV; Accessory Dwelling Units (2025 Update)_FINAL

ORDINANCE 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE GILROY CITY CODE, CHAPTER 30 (ZONING), ARTICLE LIV REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the Gilroy City Code Chapter 30 (Zoning), Article LIV currently regulates Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the city; and

WHEREAS, Senate Bill No. 477 was signed by the Governor and filed with the Secretary of State on March 25, 2024, which, among other things, amended and reorganized various sections of the California Government Code related to ADUs and JADUs, specifically moving and consolidating provisions into the new Chapter 13, commencing with Section 66310 of Division 1 of Title 7 of the Government Code, which became effective March 25, 2024 as an urgency ordinance; and

WHEREAS, Senate Bill No. 1211 was signed by the Governor and filed with the Secretary of State on September 19, 2024, and amended Sections 66313, 66314, and 66323 of the California Government Code, which became effective January 1, 2025; and

WHEREAS, Senate Bill No. 1077, was signed by the Governor and filed with the Secretary of State on September 22, 2024, and amended Section 30500.5 of the Public Resource Code, and became effective January 1, 2025; and

WHEREAS, Assembly Bill No. 2533 was signed by the Governor and filed with the Secretary of State on September 28, 2024, and amended Section 66332 of the Government Code, and became effective January 1, 2025; and

WHEREAS, the approved bills required text amendments to the Gilroy City Code Chapter 30, Article LIV to remain in compliance with State ADU Law; and

WHEREAS, the adoption of the Zoning Ordinance text amendments is statutorily exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h) because it is a project for the adoption of an ordinance by a city to implement the articles of the Government Code commencing with Section 66314 and 66333 of the Government Code (the ADU statutes); and

WHEREAS, on October 16, 2025, the Planning Commission held a duly noticed public meeting, at which time the Planning Commission received and considered the staff report as well as all evidence received including written and oral public testimony related to the proposed Zoning Amendments (Z 25-02); and

WHEREAS, the City Council held a duly noticed public hearing on November 3, 2025, at which time the City Council received and considered Zoning Amendment file number Z 25-02, took and considered written and oral public testimony, the staff report, and all other documentation related to application Z 25-02; and

WHEREAS, in accordance with City of Gilroy Chapter 30 (Zoning), Article LII (Amendment to the Zoning Ordinance), the Planning Commission has recommended, and the City Council finds, that the proposed Zoning Ordinance text amendment is necessary to carry out the general purpose of the Zoning Ordinance, and applicable General Plan goals and policies including Gilroy 2040 General Plan Land Use Goal LU 3 to provide a variety of housing types that offer choices for Gilroy residents and create complete, livable neighborhoods; Gilroy 2023-2031 Housing Element Goal 1 (Housing Production) to encourage the production of a variety of housing types for Gilroy residents; and Gilroy 2023-2031 Housing Element Goal 2 (Removal of Government Constraints) to periodically review City regulations and ordinances to ensure that they do not constrain housing development and are consistent with state law; 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 office of the City Clerk.

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

SECTION I

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

SECTION II

The amendments to the Gilroy City Code, Chapter 30 (Zoning), Article LIV, set forth in Exhibit 'A' regarding accessory dwelling units, are hereby adopted.

SECTION III

If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, the validity of the remaining portion of this Ordinance shall not be affected thereby.

SECTION IV

Pursuant to Section 608 of the Charter of the City of Gilroy, this Ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the ___ day of ___ 2025 by the following roll call vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

EXHIBIT 'A' of ORDINANCE 2025-XX

ARTICLE LIV. ACCESSORY DWELLING UNITS

30.54.10: Purpose and intent.

The intent of this article is to provide for accessory dwelling units and junior accessory dwelling units on lots zoned to allow single-family, duplex and multifamily dwelling residential use and that include a proposed or existing primary residential dwelling consistent with California Government Code Section ~~65852.2~~ 66310 et seq. Accessory dwelling units contribute needed housing to the City of Gilroy's housing stock and enhance housing opportunities. An accessory dwelling unit is considered a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit is not included in calculation of residential density for the purposes of determining general plan conformance

30.54.20: General requirements.

Notwithstanding any local ordinance regulating the issuance of variances or special use permits, or regulations adopted herein to the contrary, an application for a building permit to construct an accessory dwelling unit or junior accessory dwelling unit shall be approved or denied ministerially without discretionary review or hearing within sixty (60) days from the date the city receives a completed application if there is an existing single-family or multifamily dwelling on the lot. The following requirements apply to all accessory dwelling units:

(a) An accessory dwelling unit shall not be rented for periods less than thirty (30) days. Short-term rentals are prohibited.

(b) An accessory dwelling unit shall not be sold separately from the primary residential structure except as permitted by California Government Code Section ~~65852.26(a)~~ 66341.

(c) Prior to the ~~issuance of a building permit~~ final building inspection for an accessory dwelling unit and/or a junior accessory dwelling unit, the owner must record a deed restriction stating that any accessory dwelling unit on the property may not be rented for periods less than thirty (30) days and that any accessory dwelling unit may not be transferred or sold separately from the primary residential structure except as permitted by California Government Code Section ~~65852.26(a)~~ 66341.

(d) The installation of fire sprinklers shall not be required for an accessory dwelling unit if sprinklers are not otherwise required for the primary residence.

(e) Accessory dwelling units are subject to the objective design standards and other zoning requirements of the zoning district in which the existing primary dwelling is located and must be built in accordance with the building code set forth in Chapter 6, except for those design, zoning, and building standards inconsistent with state requirements under California Government Code Sections 66310 et seq. Section 65852.2. Objective design standards and other zoning ~~Zoning standards and~~ requirements will ~~be modified~~ not be imposed if they would preclude the construction of at least an eight hundred (800) square foot attached or detached dwelling unit with four (4) foot side and rear yard setbacks.

(f) An accessory dwelling unit is not subject to residential accessory structure regulations.

(g) An accessory dwelling unit will not be subject to any charges and fees other than building permit fees generally applicable to residential construction in the zone in which the property is located, except as otherwise provided herein.

(h) Any connection fees and capacity charges that may be required must be assessed in compliance with the provisions of Government Code Sections 66324 and 66338. 65852.2 and 65852.22.

(i) The accessory dwelling unit must contain water, sewer and gas and/or electric utility connections that are in working condition upon its occupancy. The accessory dwelling unit may be serviced by the primary residence or may have separate utility meters. The accessory dwelling unit will not be considered a new residential use for the purpose of calculating connection fees or capacity charges for these utilities.

(j) Ministerial approval of a permit for creation of an accessory dwelling unit shall not be conditioned on the correction of preexisting nonconforming zoning conditions.

(k) A certificate of occupancy for any accessory dwelling unit shall not be issued before the local agency issues a certificate of occupancy for the primary dwelling.

(l) If the applicant requests a delay in processing, the sixty (60) daytime period shall be tolled for the period of the delay.

30.54.30: Single-family residential accessory dwelling unit standards.

Notwithstanding any other provisions of this article or of this chapter to the contrary, residential accessory dwelling unit shall be a permitted as a single-family residential use that complies with California Government Code Sections 66310 et seq. 65852.2 and the following:

(a) Zoning. An accessory dwelling unit shall be allowed on any residential parcel in any zoning district that permits residential or mixed-use development and which contains an existing or proposed primary single-family residential use.

(b) Primary Dwelling Relationship. An accessory dwelling unit may be within, attached to, or detached from the proposed or existing primary dwelling; provided, that a single-family residential accessory dwelling unit contained within or attached to an existing primary dwelling unit shall have independent exterior access from the existing residence.

(c) Unit Type Combinations. Ministerial approval for a building permit within a residential or mixed-use zone is permitted to create any of the following:

(1) One (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

b. The space has exterior access from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The junior accessory dwelling unit complies with the requirements of this article and Government Code Sections [66333 and 66334](#) ~~[65852.22](#)~~.

(2) One (1) detached, new construction, accessory dwelling unit that does not exceed four (4) foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling.

(d) Size.

(1) A detached accessory dwelling unit shall not exceed a maximum size of one thousand (1,000) square feet in floor area.

(2) An attached accessory dwelling unit shall be permitted but shall not exceed fifty percent (50%) of the existing primary dwelling gross floor area, garage area excluded. Notwithstanding this requirement, an eight hundred fifty (850) square foot one (1) bedroom or one thousand (1,000) square foot two (2) or more bedroom accessory dwelling unit shall be allowed.

(e) Height.

(1) The maximum height for a detached accessory dwelling unit shall be ~~one (1) story and sixteen (16) feet~~. Detached accessory dwelling units located within one-half (1/2) mile of a major transit stop or high-quality transit corridor are permitted to a maximum height of eighteen (18) feet, and may be up to two (2) feet ~~or~~ taller, for a maximum of twenty (20) feet, if necessary to match the roof pitch of the primary dwelling unit.

(2) The maximum height for a structure composed of a detached garage and an accessory dwelling unit that is proposed to be constructed above a detached garage shall be twenty-four (24) feet.

(3) An accessory dwelling unit attached to the primary dwelling is limited to the height allowed in the underlying zoning district.

(f) Setbacks. An accessory dwelling unit is subject to the design criteria and zoning requirements of the district in which the existing single-family dwelling is located and as follows:

(1) An accessory dwelling unit must not encroach upon the required front yard area unless it would preclude the construction of at least an eight hundred (800) square foot accessory dwelling unit with four (4) foot side and rear yard setbacks.

(2) A setback of four (4) feet from the side and rear lot lines shall be required for a newly constructed accessory dwelling unit that is not constructed in the same location and to the same dimensions as an existing structure.

(3) No additional zoning setback is required for conversion of an existing permitted accessory structure, living area, or garage space, or conversion of a structure that is constructed in the same location and to the same dimensions as the existing structure.

(g) Parking. One (1) additional parking space shall be required for a newly constructed accessory dwelling unit, which may be located within the front setback, in tandem and in an existing driveway. Parking in setback areas or tandem parking may be denied if found to be infeasible due to specific site or life safety conditions. Notwithstanding the above, a parking stall will not be required for an accessory dwelling unit that meets any of the following criteria:

(1) The accessory dwelling unit is created as a result of the conversion of existing area of the single-family residence or existing permitted single-family residential accessory structure.

(2) An existing single-family residential garage, carport, ~~covered or~~ parking structure, or uncovered parking space is converted or demolished to accommodate an accessory dwelling unit in the same location.

(3) The accessory dwelling unit is within one-half (1/2) mile walking distance of a public transit station, such as a bus stop or train station.

(4) The property is within an architecturally and historically significant historic district.

(5) On-street parking permits are required in the area but not offered to the occupant of the residential accessory dwelling unit.

(6) A car share vehicle is located within one (1) block of the accessory dwelling unit.

(h) Design Standards. Architectural review of an attached or detached accessory dwelling unit will be limited to the following:

(1) The design of the single-family residential accessory dwelling unit must be compatible with the existing primary dwelling. This may be achieved through use of the same architectural details, including window styles, roof slopes, exterior materials, and colors. Architectural review shall not unreasonably restrict construction of the accessory dwelling unit.

(2) An accessory dwelling unit located within a historic site or neighborhood combining district will be subject to ministerial review for compliance with the design review criteria set forth in section 30.27.40 and must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

~~(3) Outside stairways serving a second story accessory dwelling unit shall not be constructed on any building elevation facing a public street.~~

~~(4) No passageway will be required in conjunction with the construction of an accessory dwelling unit.~~

~~(53)~~ An accessory dwelling unit must be built in accordance with the building code set forth in Chapter 6, except that any design, zoning, and building standards inconsistent with state requirements under California Government Code Sections 66314, 66321, 66322, and 66323 ~~65852.2~~ shall not apply.

30.54.40: Junior accessory dwelling unit standards.

Notwithstanding any other provisions in this article or of this chapter to the contrary, a junior accessory dwelling unit shall be permitted within a single-family residential unit in compliance with the following standards:

(a) One (1) junior accessory dwelling unit may be permitted per residential lot zoned for a single-family residential use; provided, that the lot has not more than one (1) existing or proposed single-family residence, and not more than one (1) attached or detached residential accessory dwelling unit if constructed in compliance with all applicable limitations of section 30.54.30.

- (b) The unit must be constructed within the existing walls of an existing or proposed single-family dwelling.
- (c) The square footage of the unit shall be at least the minimum size required for an efficiency unit, up to a maximum size of five hundred (500) square feet in floor area.
- (d) A separate entrance from the unit to the exterior of the residence shall be provided. Internal connection may also be permitted.
- (e) An efficiency kitchen must be provided in the unit which shall include all of the following:
 - (1) A cooking facility with appliances, which may be countertop appliances.
 - (2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
- (f) The unit may include separate bathroom facilities or may share bathroom facilities contained within the primary residence. If a bathroom facility is shared with a primary residence, a separate interior entry to the main living area is required.
- (g) No separate utility connection, connection fee or capacity charge, or parking space shall be required for a junior accessory dwelling unit.

30.54.50: Multifamily and duplex residential accessory dwelling unit standards.

Notwithstanding any other provisions of this article or of this chapter to the contrary, accessory dwelling units within duplex or multifamily zoned and developed properties shall be permitted and comply with the following:

- (a) Portions of the existing duplex or multifamily dwelling structure(s) that are not used as livable space (including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages) may be converted for use as accessory dwelling units; provided, that the total number of units must not exceed twenty-five percent (25%) of the existing multifamily dwelling units or one (1) unit, whichever is greater.
- (b) An owner may also construct up to a maximum of ~~two (2)~~ **eight (8)** detached accessory dwelling units on a lot that has an existing permitted or proposed duplex or multifamily dwelling, subject to a height limit of ~~sixteen (16)~~ **eighteen (18)** feet and four (4) foot rear yard and side setbacks, provided that the number of accessory dwelling units does not exceed the number of existing dwelling units on the lot.
- (c) Height. Accessory dwelling units are limited to a maximum height of sixteen (16) feet, except as established below:

(1) A detached accessory dwelling unit located within one-half (1/2) mile of a major transit stop or high-quality transit corridor is limited to a maximum height of eighteen (18) feet, and may be up to two (2) feet taller, for a maximum of twenty (20) feet, if necessary to match the roof pitch of the primary dwelling unit.

(2) A detached accessory dwelling unit located on a parcel with a multistory, multifamily dwelling structure is limited to a maximum height of eighteen (18) feet.

~~(d) Each unit shall be limited in accordance with the maximum size parameters provided in section 30.54.30(d).~~

30.54.60: Definitions.

As used in this article, the following terms shall be defined as follows:

“Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one (1) or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and a food preparation area (which may include countertop appliances), and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. “Accessory dwelling unit” also includes the following:

(a) An efficiency unit, as defined in California Health and Safety Code Section 17958.1.

(b) A manufactured home, as defined in California Health and Safety Code Section 18007.

“Attached accessory dwelling unit” means a residential dwelling unit that is created as a result of internal conversion, addition, or combination thereof made to the primary residential dwelling unit.

“High-quality transit corridor” means a corridor with fixed bus route service with service intervals no longer than fifteen (15) minutes during peak commute hours as defined in Section 21155 of the Public Resources Code.

“Junior accessory dwelling unit” means a unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

“Major transit stop” means an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two (2) or more major bus routes with a frequency of service interval of ~~fifteen (15)~~ twenty (20) minutes or less during the morning and afternoon peak commute periods as defined in Section 21064.3 of the Public Resources Code.

“Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

“Objective standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Tandem parking” means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.



City of Gilroy

STAFF REPORT

Agenda Item Title: Consider Adopting an Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period Not to Exceed Forty-Five (45) Days within the Downtown Specific Plan Area (M 25-13)

Meeting Date: November 3, 2025
From: Brad Kilger, Interim City Administrator
Department: Community Development
Submitted by: Sharon Goei, Community Development Director
Prepared by: Michael Fossati, Planning Manager

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Adopt an Urgency Interim Ordinance establishing a temporary prohibition on the issuance or approval of any new Tobacco Retailer Permits within the Downtown Specific Plan area within the City of Gilroy pursuant to Government Code Section 65858; and
2. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of the public health, safety, and welfare, particularly regarding the protection of minors within the Downtown Specific Plan area.

EXECUTIVE SUMMARY

Staff has verified the opening of three new “smoke shops” in Gilroy since 2024, representing a significant increase in such establishments. Although the City Code does not define “smoke shop,” the term generally refers to retail outlets that sell products and accessories for smoking and vaping. The proliferation of smoke shops may adversely impact the community by increasing the availability of tobacco products, elevating public health risks, fostering associations with cannabis sales, and contributing to visual

deterioration in commercial areas.

Recognizing the significant concerns raised by the Gilroy community and the density of small families and minors near the downtown area, Mayor Bozzo requested the City Council consider a temporary prohibition within the Downtown Specific Plan area. In response, staff has drafted an urgency ordinance that temporarily prohibits the issuance of new tobacco retailer permits while permanent regulations are developed. This interim period will enable staff to more precisely categorize tobacco retailer types and associated uses, thereby equipping the City Council with the information required to regulate specific retail activities in types of tobacco retail sales.

BACKGROUND

In 2014, the City adopted an ordinance requiring all tobacco retailers obtain a Tobacco Retailer Permit. The ordinance was intended to “*ensure that retailers comply with tobacco control laws and city business standards to protect the public health, safety and welfare*” and includes general regulations, application procedures, and objective standards. The ordinance prohibits new tobacco retailing within one thousand (1,000) feet of a school, but permitted retailers to operate in the commercial and mixed-use zoning districts of the city, as long as they met the requirements established by the ordinance.

Several neighboring jurisdictions, including Morgan Hill, Hollister, unincorporated Santa Clara County, and unincorporated San Benito County, have restricted tobacco retailers by limiting the sale of flavored tobacco and vaping products, which are commonly sold in smoke shops. Except for restrictions on proximity to schools, Gilroy lacks such policies and has a higher per capita concentration of tobacco retailers, distinguishing it from other cities in the region.

Tobacco Retailers Per Capita & Adjacent Community Policies					
City/County	Retailer per 1,000 Residents	Tobacco Permit Required	Limits Near Schools	Local Flavored Sales Restriction	Restricts Vaping Products
Gilroy	0.9	Yes	Yes	No	No
Morgan Hill	0.7	Yes	Yes	Yes	Yes
Hollister	0.7	Yes	No	No	No
Unincorporated Santa Clara County	0.1	Yes	Yes	Yes	Yes
Unincorporated San Benito County	0.4	No	No	Yes	No

Although Gilroy does not have a local prohibition of selling flavored tobacco, the City

relies on Senate Bill 793 (SB 793) which bans the sale of any flavored tobacco products in all of California.

The City currently has 50 tobacco retailer permits, averaging 0.9 retailers per 1,000 residents. Most tobacco retailers are typically found within grocery, liquor, or convenience stores. However, over the past year-and-a-half, the City has experienced a significant increase in applications for establishing stand-alone smoke shop retailers.

In response to the increase in smoke shops, the Gilroy Police Department, Gilroy Community Development Department Code Enforcement Division, and the California Department of Tax and Fee Administration (CDTFA) inspected several locations for compliance with City and State regulations. Violations included selling prohibited products, lacking required permits, and operating without business licenses. Authorities seized items and issued violations at each site.

ANALYSIS

Tobacco is sold in various retail outlets, including grocery stores, convenience stores, liquor stores, and specialized retailers known as “smoke shops.” Recently, Gilroy has seen a rise in the number of smoke shops, with three new locations opened since 2024. This increase has raised concerns about public health and the effects on the surrounding neighborhoods, which include the following:

- Increased availability of tobacco products may lead to higher usage rates and related health risks.
- Smoking-related illnesses place additional demands on community health resources and increase healthcare costs.
- Cigarette butts and packaging contribute to litter and environmental degradation.
- A higher concentration of retailers can make it more challenging to monitor and enforce age restrictions and tobacco sales laws.
- An overconcentration of tobacco retailers may contribute to visual blight, reduce retail diversity, and alter the community’s character.
- Increased accessibility to tobacco products due to proximity of smoke shops to youth-populated areas, which correlates with higher youth smoking rates and susceptibility.
- Insufficient enforcement of age verification in tobacco and smoke shops leads to higher sales to minors compared to other retail types, undermining legal restrictions.
- Targeted marketing strategies that appeal to youth, including flavored products,

appealing packaging, showy signage, and prominent advertising near point of sale, which disproportionately influence minors.

The proposed urgency ordinance aims to provide the City with the necessary tool to stop the recent surge in stand-alone tobacco retailers (“smoke shops”) and subsequently adopt appropriate regulatory measures.

Recognizing the significant concerns raised by the Gilroy community and the density of small families and minors near the downtown area, Mayor Bozzo requested the City Council consider a temporary prohibition within the Downtown Specific Plan (DSP) area districts. The streets that bound these districts are centered along Monterey Street, with the south boundary roughly at Luchessa Avenue, north boundary extending to Leavesley Road, west boundary along Egleberry Street, and east boundary following Railroad Street.

Under California Constitution Article XI, Section 7 and Government Code Section 65858, the City of Gilroy may adopt an urgency interim ordinance as an immediate measure to protect public health, safety, or welfare. Since the City currently does not impose specific zoning or licensing restrictions on tobacco retailers beyond standard business license requirements and location requirements from public schools, staff find it in the best interest of the City to prohibit tobacco retailer permits for a period not to exceed forty-five (45) days to allow staff to further study the issue.

An urgency ordinance must be passed by a four-fifths vote. If at least six (6) Councilmembers vote to pass the urgency ordinance, it would take effect immediately as of November 3, 2025, and remain in effect until December 17, 2025, at which time staff will provide an update depending on the further study of the issue.

Urgency Justification

Immediate action is needed to prevent businesses from obtaining tobacco retailer permits within the DSP before protective regulations are established. Enacting this measure now will maintain current conditions while comprehensive standards are developed.

ALTERNATIVES

1. Adopt the urgency interim ordinance for the Downtown Specific Plan area as recommended to preserve public health protections immediately.
2. Adopt an urgency interim ordinance citywide to preserve public health protections immediately.
3. Direct staff to return with a non-urgency ordinance, which would delay the City’s ability to prohibit more tobacco retailers by at least 45 days, and risk new permits issued during the interim.
4. Take no action. If no action is taken, tobacco retailers may proliferate in the City,

which does not align with local, state, and regional health objectives.

FISCAL IMPACT/FUNDING SOURCE

Implementing new zoning regulations and drafting ordinances require staff time and resources. These activities are usually funded by the City's General Fund. If the urgency ordinance on tobacco retailers is enacted, it will not affect existing tobacco retailers or the sales tax revenues generated from tobacco sales.

PUBLIC OUTREACH

California Government Code Section 36937 states that urgency ordinances adopted by cities are exempt from advance public notice and waiting period required for standard ordinances. Urgency ordinances can be adopted immediately, with a four-fifths vote, at either a regular or special meeting, if the City Council determines that there is an urgent need to act to protect public peace, health, or safety.

NEXT STEPS

If approved, the proposed ordinance will take effect immediately and will remain in effect for 45 days. Before December 17, 2025, staff will either present a permanent ordinance or request an extension to conduct further study on the issue. An initial extension may last up to 10 months and 15 days.

Attachments:

1. Proposed Urgency Interim Ordinance
2. Article "Gilroy smoke shops cited for selling flavored tobacco, magic mushrooms," dated April 28, 2025

ORDINANCE NO. 2025-XX**AN URGENCY INTERIM ORDINANCE OF THE CITY OF GILROY PROHIBITING THE ISSUANCE OF TOBACCO RETAILER PERMITS FOR A PERIOD NOT TO EXCEED FORTY-FIVE (45) DAYS WITHIN THE GILROY DOWNTOWN SPECIFIC PLAN AREA**

WHEREAS, the City of Gilroy (“City”) is a municipal corporation duly organized as a Charter City under the California Constitution and laws of the State of California; and

WHEREAS, the City Council has broad discretion pursuant the California Constitution Article XI, Section 5; and the general laws of the state, including, but not limited to, the California Planning and Zoning Law (Gov. Code section 65000 et seq.) to legislate for public purposes and for the general welfare, including, but not limited to, matters of public health and safety; and

WHEREAS, California Government Code Section 65858 sets forth procedures for the adoption of an urgency interim ordinance to prohibit the approval of applications for additional subdivisions, use permits, variances, building permits, and other applicable entitlements for uses that may be in conflict with a contemplated specific plan or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study; and

WHEREAS, on November 7, 2005 the City adopted the Gilroy Downtown Specific Plan, which serves as the regulatory and design framework to guide redevelopment and revitalization of downtown Gilroy over a 20-year period, focusing on mixed-use development, economic vitality, walkability, and community cohesion and are regulated within the Article XIV of the Gilroy Municipal Code titled “Downtown Specific Plan Districts” (Ord. No. 2019-08; Gilroy Code Section 30.14 et seq); and

WHEREAS, Section V of the City of Gilroy Downtown Specific Plan holds a vision to serve as a primary retail and entertainment destination, with youth-oriented entertainment uses and a prohibition of adult stores; and

WHEREAS, on November 17, 2014, the City adopted an Ordinance requiring all tobacco retailers to obtain a “Tobacco Retailer Permit” to ensure that retailers comply with tobacco control laws and City business standards (Ord. No. 2014-14; Gilroy Code Section 13.66 et seq); and

WHEREAS, in California, individuals under the age of 21 are prohibited from purchasing or using tobacco or cannabis products. This regulation is based on evidence that smoking is the leading cause of preventable disease and mortality worldwide. Smokeless tobacco is also associated with increased risk for several cancers, including those of the mouth, esophagus, and pancreas. Additionally, marijuana smoke contains many of the same toxins, irritants, and carcinogens found in tobacco smoke; and

WHEREAS, while the majority of tobacco retailers in the City operate in conjunction with another land use activity (i.e., part of a grocery store, liquor store, gas station, convenience store), in the past year-and-a-half the City has seen a significant increase in the number of stand-alone “Smoke Shop” tobacco retail stores; and

WHEREAS, the prevalence of tobacco retail establishments within the Downtown Specific Plan Districts may contribute to various adverse effects because of the associated health risks and density to walkable areas where minors frequent. In addition, social and economic burdens due to smoking-related illnesses place demands on community health resources and increase healthcare costs. Tobacco retailer businesses can also be a target for theft and vandalism, as well as may be affiliated with the sale of illegal cannabis products and drug paraphernalia that encourage illegal activity. Hemp products have also been found to be sold in tobacco retailer businesses and smoke shops, with marketing aimed towards children featuring colorful packaging designs and sweet candy flavors. Cigarette butts and packaging contribute to litter and environmental degradation; and

WHEREAS, tobacco retail stores have been a source of unlawful activities in the City, including April 2025, where the California Department of Tax and Fee Administration (CDTFA) and the City of Gilroy confiscated flavored tobacco products and hallucinogenic psilocybin that are illegal to sell from certain local tobacco retail businesses; and

WHEREAS, considering the foregoing findings, the City Council finds that there is a current and immediate threat to public health, safety, and welfare, and that approval of additional tobacco retailer permits within the Downtown Specific Plan Districts would result in and exacerbate that threat to public health, safety and welfare; and

WHEREAS, within a reasonable time, the City Council or staff is considering or studying or intends to study a contemplated general plan, specific plan, or zoning proposal to address the foregoing concerns, with which the uses currently authorized by tobacco retailer permits may be in conflict; and

WHEREAS, on November 3, 2025, in accordance with State law, the City Council provided due consideration of all evidence presented and provided in the entire administrative record and held a duly noticed public hearing and took testimony regarding this urgency interim ordinance.

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

SECTION I. Recitals.

The above recitals are true and correct and hereby adopted as the City Council's findings.

SECTION II. Purpose and Authority.

In the interest of protecting the health, safety, and welfare of the residents in the City of Gilroy, it is the purpose and intent of this urgency interim Ordinance to place a temporary moratorium on the issuance of any new permit, license, or other entitlement for any tobacco retailer business in the Downtown Specific Plan Districts, which pursuant to Article XIV of the Gilroy Municipal Code consists of the Downtown Historic District, the Downtown Expansion District, the Civil/Cultural Arts District, the Transitional District, the Cannery District, and the Gateway District. This includes any new permit, license, or other entitlement for the relocation or physical expansion of existing business falling under the definition of a tobacco retailer business as defined in Gilroy Municipal Code Section 13.66. The City Council has authority to adopt this Ordinance pursuant to California Government Code Section 65858 as an urgency measure prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or studying.

SECTION III. Findings.

The City Council hereby finds and determines that tobacco retailer businesses in the Downtown Specific Plan Districts constitute an immediate threat to public health, safety, and welfare. The approval of additional entitlements for Tobacco Retailer Permits and approval of the relocation or physical expansion of existing tobacco retailer business under the City's current regulations will further threaten the public health, safety, and welfare. The adoption of this urgency interim Ordinance is therefore necessary for the immediate protection of public health, safety, and welfare. The above recitals are incorporated herein by reference as true and correct as the Council's findings.

SECTION IV. Moratorium Imposed.

This Ordinance imposes a moratorium on the issuance of any Tobacco Retailer Permit, as set forth by Chapter 13 Article VIII (Tobacco Retailer Permit) of the Gilroy Municipal Code in the Downtown Specific Plan Districts. This moratorium shall not apply to the renewal of an existing tobacco retailer's permit previously issued by the City of Gilroy.

SECTION V. Violation.

Except as otherwise permitted under this urgency interim Ordinance, the establishment, relocation, or physical expansion of a Tobacco Retailer Business within the limits of the Downtown Specific Plan Districts is declared to be a public nuisance. Violations of this urgency interim Ordinance may be enforced by any applicable laws or ordinances, including, but not limited to, injunctions or administrative or criminal penalties under the

Gilroy Municipal Code.

SECTION VI. Term of Ordinance.

This urgency interim Ordinance shall be in effect from the date of adoption for a period of forty-five (45) days, unless it is extended pursuant to California Government Code Section 65858 or other applicable law, as approved by the City Council.

SECTION VII. Severability.

If any section, subsection, subdivision, sentence, clause or phrase of this urgency interim Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this urgency interim Ordinance. The City Council hereby declares that it would have passed this urgency interim Ordinance and each section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or phrases may be declared unconstitutional or otherwise invalid by a court of competent jurisdiction.

SECTION VIII. CEQA Determination

This urgency interim Ordinance is exempt from environmental analysis under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that this Ordinance has no possibility of having a significant effect on the environment, as it merely preserves the status quo in accordance with Government Code Section 65858 in the interest of evaluating and preventing potential harms related to tobacco sales.

SECTION IX. Effective Date.

This urgency interim Ordinance, passed by at least a four-fifths vote of the City Council, is declared to be an interim urgency Ordinance for preserving the public health, safety, and welfare and shall take effect and be enforced immediately upon adoption pursuant to Government Code Section 36937(b).

SECTION X. Publication.

The City Clerk shall cause this Ordinance to be published and shall be published, or summary thereof, one time within fifteen (15) days upon passage and adoption in a newspaper of general circulation, such as the Gilroy Dispatch.

PASSED AND ADOPTED by the City Council of the City of Gilroy this 3rd day of November 2025, by the following vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

GILROY DISPATCH

Gilroy smoke shops cited for selling flavored tobacco, magic mushrooms

Police and state officials conducted investigation, search

BY STAFF REPORT - April 28, 2025



Gilroy Police released this photo of prohibited items that had been available for sale at smoke shops in Gilroy. The items were seized by police after the Gilroy Police Department and California Department of Tax and Fee Administration conducted an investigation. Photo: Contributed

Authorities recently cited four Gilroy businesses for illegally selling flavored tobacco products and items containing hallucinogenic psilocybin, Gilroy Police said.

The Gilroy Police Department and the California Department of Tax and Fee Administration recently performed a targeted enforcement operation at local smoke shops suspected of selling prohibited items, Gilroy PD said in a press release. The officers obtained and executed search warrants at four businesses within Gilroy.

During the inspections and searches, investigators found and seized a “significant quantity” of flavored tobacco products that are prohibited under state law, police said. Also seized during the operation were products containing psilocybin, commonly known as “magic mushrooms.”

Police said the following businesses were cited for violations related to the possession and sale of the prohibited products: Cloudz Smoke Shop, 8395 Forest Street; Green Rush Smoke Shop, 8620 San Ysidro Avenue; Rock Zone Smoke Shop, 1323 First Street; Fusion Smoke Shop, 8375 Monterey Road.



City of Gilroy

STAFF REPORT

Agenda Item Title: Update on Downtown Plywood Storefront Ordinance and Downtown Vacancy Ordinance Proposal

Meeting Date: November 3, 2025

From: Brad Kilger, Interim City Administrator

Department: Community Development

Submitted by: Sharon Goei, Community Development Director

Prepared by: Tony Gonzalez, Supervising Code Enforcement Officer
Hipolito Olmos, Building Official

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

Receive the update from staff and direct staff to update, strengthen, and revive the expired Gilroy City Code Chapter 5D, "Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts," without a vacancy tax at this time.

EXECUTIVE SUMMARY

Staff is providing an analysis and research of the proposals of the Downtown Committee Plywood Removal Subcommittee and Vacancy Ordinance Subcommittee. Staff analysis shows the merits of pursuing an update and expansion of Chapter 5D of the Gilroy City Code as an effective way to significantly enhance downtown's aesthetics and economic vitality. However, staff does not recommend a vacancy tax at this time because a San Francisco vacancy tax was struck down in Debbane v. City and County of San Francisco in 2024. This San Francisco Superior Court ruling, along with the California Legislature's consideration of Senate Bill (SB) 789 (2025) of commercial real property registration and annual vacancy filing with the California Department of Tax and Fee Administration, suggests that the City should wait to enact a vacancy tax until the legal considerations are fully developed.

BACKGROUND

In 2023, the City Council established the Downtown Committee to focus on economically enhancing and revitalizing Downtown Gilroy. From its inception, the Committee identified plywood coverings on vacant storefronts and long-term vacant buildings as major visual and economic deterrents. These elements harm the downtown's image, economic activity, and community safety.

To address these challenges, the Downtown Committee formed two specialized subcommittees:

- **Plywood Removal Subcommittee (PRS):** Tasked with developing strategies and regulations to minimize or eliminate unsightly plywood coverings on vacant storefronts, while promoting aesthetically pleasing and transparent alternatives.
- **Vacancy Ordinance Subcommittee (VOS):** Focused on addressing prolonged vacancies in downtown buildings through new regulations and incentives to promote occupancy.

On January 8, 2024, the PRS and VOS presented their joint report and recommendations to the City Council (see Attachment 1), who directed staff to add the two items to the Community Development Department's workplan. In subsequent updates to the City Council, staff noted that these items fell under the discretionary category – City initiatives for the public good that are typically Council- or community-driven but not mandated or core services. Staff also estimated completion by June 2025 (FY 2025 Q4), balancing priorities, daily operations, and mandated and core items against limited resources.

In spring 2025, during budget and workplan development, a long-term Code Enforcement Officer retired – just as the GilroyConnect (SeeClickFix) platform launched – requiring staff to defer these items to FY 2026.

This report analyzes the Downtown Committee's proposal, evaluating its potential to greatly improve downtown aesthetics and economic vitality. While the benefits are evident, challenges include financial burdens on property owners and the need for additional staffing.

ANALYSIS

Plywood Removal Subcommittee

City regulations pertaining to vacant commercial space in downtown are contained in Gilroy City Code Chapter 5D. However, this ordinance expired when the Seismic Safety Ordinance expired in 2016 pursuant to Resolution 2015-56.

Key Provisions of Plywood Removal Subcommittee's Proposal

The Plywood Removal Subcommittee's proposed amendments to the expired Vacant Commercial Space in Downtown Ordinance aim to mitigate visual blight caused by

prolonged vacant storefronts and neglected properties through a multi-faceted approach. Key provisions include the following:

- **Enforcement Actions:** Code Enforcement will issue notices to property owners when a building has been vacant for 90 consecutive days, initiating a requirement for property registration.
- **Permissible Window Coverings:** Displays of art or other cultural, historical, or educational values will be permitted. All artworks must be respectful and appropriate for all ages, ensuring that decorations contribute positively to the downtown environment and reflect community values. Examples of such displays will be provided by the Community Development Department to guide property owners.
- **Prohibited Window Coverings:** The use of drywall, sheeting, plastic, butcher paper, or plain paper as coverings will be prohibited.
- **Plywood Use:** The use of bare plywood for up to 90 days is allowed. After this 90-day period, the plywood must be covered with one of the permitted coverings. A \$500 fine per month will be imposed for failure to decorate plywood after 90 days.
- **Temporary Plywood Frontage:** Temporary plywood frontage must be removed after one year, with a potential one-year extension granted for extenuating circumstances. A fine of \$250 per month will be imposed for failure to remove temporary plywood frontage after the allowed time.
- **Fine Collection:** Fines may be assessed on the property tax bill, streamlining the collection process and increasing compliance rates.

Feasibility Assessment of Plywood Removal Subcommittee's Proposal

The former Vacant Commercial Space in Downtown Ordinance mandated property owners to register a vacant building after 10 consecutive days of vacancy. After 90 consecutive days, responsible parties were required to install specific types of displays in ground-floor windows facing public areas, including faux window dressings, works of art, window paintings, or other measures approved by the Community Development Director. The expired ordinance also established an annual \$120 registration fee with penalties for non-payment and authorized Code Enforcement inspections.

The Subcommittee's proposed amendments build upon this foundation, offering significant enhancements to the effectiveness and enforceability of the expired ordinance, as outlined below:

- Enhanced Enforcement and Clarity

Specific enforcement actions provide Code Enforcement with clearer guidelines. Explicitly stating that notices will be issued after 90 consecutive days of vacancy for property registration provides a defined and actionable starting point, streamlining initial enforcement. This recommended approach of tracking 90 consecutive days of vacancy prior to issuing notice is a valid one. Alternatively, the City could craft a mandatory duty like Sacramento, whereby a building may not be vacant unless the building is actively being repaired or fit for occupancy and offered for sale/lease. Failure to comply would be a nuisance with fees and penalties.

- Improved Aesthetic Standards and Visual Cohesion

The proposed amendments introduce critical distinctions for permissible and prohibited window coverings, explicitly prohibiting materials like drywall, sheeting, and plain paper, thus ensuring a higher minimum standard for visual quality. The Community Development Department's commitment to providing examples of acceptable displays will offer concrete guidance, fostering consistent and high-quality aesthetic contributions.

- Direct Regulation of Plywood Blight

A significant benefit is the direct regulation of plywood use, which the expired ordinance did not explicitly address. By allowing bare plywood for only up to 90 days and then requiring it to be covered, the City directly tackles a major source of visual blight. The \$500 per month fine creates a strong financial incentive for prompt compliance.

- Encouraging Permanent Solutions

The one-year limit on temporary plywood frontage, with a potential one-year extension, is crucial for encouraging permanent solutions. The \$250 per month fine for non-removal reinforces the push for long-term improvements over indefinite temporary coverings, promoting reinvestment and redevelopment.

- Effective Fine Collection

The method in which the City collects fines will be carefully crafted in the update to the ordinance to conform with current law. Government Code Section 53069.4 permits a city to enact ordinances to enforce administrative orders by imposing fines and penalties. Assembly Bill (AB) 632 (2025) was passed by the State Senate on September 10, 2025 and by the State Assembly on September 11, 2025. The bill was subsequently vetoed by Governor Newsom on October 11, 2025, one day before the deadline for gubernatorial action. As a result, AB 632 did not become law and will not amend Government Code Section 53069.4 as proposed. Without enactment, the bill's provisions to allow a city to establish a procedure, by ordinance, to collect administrative fines or penalties by a recorded lien upon the parcel of land on which the violation occurred will not take effect, leaving the City's current fine collection options unchanged by this legislation.

Conclusion

Reactivating the Vacant Commercial Space in Downtown Ordinance and incorporating the Subcommittee's proposed amendments into the former ordinance will provide the City with a more robust, clear, and enforceable framework for addressing visual blight. By setting clearer expectations, establishing stricter aesthetic standards, directly regulating plywood use, encouraging long-term solutions, and streamlining fine collection, the City can more effectively cultivate a vibrant, attractive, and welcoming environment for residents, businesses, and visitors alike.

Vacancy Ordinance Subcommittee

The Vacant Ordinance Subcommittee identified a pressing need for a more comprehensive strategy to address vacant buildings throughout the City, moving beyond existing efforts. To inform their recommendations, the Subcommittee undertook a review of ordinances from other municipalities with established vacancy regulations, including the following:

- Fairfield, California: Fairfield operates a "Vibrant Vacancy Program" that emphasizes transforming vacant commercial storefronts through window dressings, art, and paintings. Their program requires registration of vacant properties within 10 days of vacancy, with a \$500 annual fee.
- Sacramento, California: Sacramento has a "Vacant Buildings and Structures" chapter addressing properties vacant for more than 45 days (commercial) or 10 days (residential). Their ordinance focuses on securing properties from trespassers and removing blight, with an annual vacant lot program fee of \$65 for undeveloped lots. As of September 2025, vacant buildings and storefronts are not included in a mandatory registration ordinance and are addressed on a complaint basis; however, the city is exploring a vacancy tax to encourage development of 3,600 vacant parcels.
- Palm Springs, California: Palm Springs requires vacant commercial properties (defined as 35% or more unoccupied) to be registered within 10 days. Their ordinance emphasizes ongoing maintenance and specific standards for boarding and addressing blight.
- San Francisco, California: San Francisco has implemented a Commercial Vacancy Tax, which applies to spaces vacant for more than 182 days. The tax rates escalate based on frontage and duration of vacancy, starting at \$250 per linear foot of frontage for the first year.
- Oakland, California: Oakland's Measure W, the Vacant Property Tax (VPT), imposes an annual tax of \$3,000 to \$6,000 on properties "in use less than fifty (50) days in a calendar year." This tax varies by property type (e.g., \$6,000 for

residential/nonresidential parcels, \$3,000 for condominium units or vacant ground-floor commercial parcels).

The Subcommittee's proposal for Gilroy aims to integrate lessons learned from these diverse approaches, developing a comprehensive ordinance to mitigate the negative impacts of prolonged vacancies on community appearance, public safety, and economic vitality.

Key Provisions of Vacancy Ordinance Subcommittee's Proposal

The Subcommittee's proposal defines a vacant building as one where at least 35% of the building is unoccupied, not open for business, or not open to the public. Its core provisions include the following:

- **Mandatory Registration:** Building owners must register their vacant properties within 10 days of vacancy.
- **City Inspections:** Upon registration, the City will inspect the building to assess its code compliance.
- **Enforced Renovations:** Owners must complete necessary renovations to meet code requirements before re-occupancy.
- **Failure to Register Fine:** A \$150 per week fine will be assessed for buildings not registered after the 10th day of vacancy.
- **Annual Monitoring Fee:** A \$1,500 annual monitoring fee is required upon registration.
- **Vacancy Tax:** A \$6,000 annual vacancy tax will be an assessment on the property tax for buildings that remain vacant for longer than 60 days.
- **"Building Report Card":** Contact information for the owner (name, address, phone number, and vacancy date) will be collected and posted in the window, along with any code compliance items.
- **Potential Exemption for PG&E Delays:** The ordinance proposes potentially exempting buildings from the vacancy ordinance if delays are solely due to pending power restoration from PG&E.

Benefits vs. Challenges of the Proposal

Implementing a comprehensive vacancy ordinance presents both significant advantages for our community and potential hurdles to navigate.

Benefits:

- Discouraging Long-Term Blight

Financial penalties incentivize property owners to avoid prolonged vacancies, leading to quicker occupancy or redevelopment, directly addressing visual and economic blight.

- Enhancing Public Safety and Code Compliance

Mandatory inspections and required renovations ensure vacant properties meet safety and building codes, reducing risks for the public and emergency services.

- Increasing Transparency and Accountability

The "Building Report Card" publicly displays owner information and code status, fostering community awareness and encouraging prompt issue resolution.

- Promoting Economic Revitalization

Compelling owners to reactivate vacant spaces can stimulate economic activity, increase foot traffic, and support local businesses, contributing to a more dynamic commercial environment.

- Balancing Enforcement with Fairness

Inclusion of exemptions for legitimate circumstances (e.g., active marketing, ongoing construction, personal hardships) demonstrates a reasonable approach, targeting neglect rather than unavoidable delays.

Challenges:

- Potential Financial Burden on Owners

The combined \$1,500 annual monitoring fee and potential future \$6,000 annual vacancy tax for prolonged vacancies represents a significant financial commitment. Compared to other cities, Gilroy's proposed total could be considerably higher, potentially straining owners already struggling to sell, lease, or renovate, and disproportionately impacting small-scale investors.

- Risk of Unintended Outcomes

High penalties might, in some extreme cases, lead to property abandonment or distressed sales rather than the desired investment and improvement, potentially exacerbating existing problems if not carefully managed.

- Increased Administrative Demands

Implementing and overseeing a citywide comprehensive ordinance will require notable administrative resources for registration, inspections, fee collection, and managing the various exemptions. This could necessitate additional staffing, training, and technological upgrades.

- Potential for Legal Challenges

A "vacancy tax" levied as a tax may lead to legal challenges and delays. A San Francisco residential vacancy tax was struck down in Debbane v. City and County of San Francisco CGC-23-604600 in 2024 and is currently on appeal. The City should avoid passing a similar vacancy tax until the case is resolved to clarify if there is threshold of distinction between residential and commercial vacancy taxes. This San Francisco Superior Court ruling, along with the California Legislature's consideration of SB 789 (2025) of commercial real property registration and annual vacancy filing with the California Department of Tax and Fee Administration, suggests that the City should wait to enact a vacancy tax until the legal considerations are fully developed.

- **Scope of Exemptions**

Despite the provided exemptions, some property owners may argue that the criteria or durations are too restrictive for complex or prolonged situations (e.g., unforeseen construction delays beyond the specified timeframe).

- **Maintaining Positive Community Relations**

If not clearly communicated and implemented with a supportive approach, the ordinance could be perceived as punitive rather than a tool for community improvement, potentially straining relationships with segments of the property owner community.

Conclusion

The Vacant Ordinance Subcommittee has researched and proposed provisions designed to address the persistent issue of vacant buildings across Gilroy. Drawing insights from the diverse approaches of cities like Fairfield, Sacramento, Palm Springs, San Francisco, and Oakland, the proposal offers a robust framework built on mandatory registration, inspections, enforced renovations, and financial incentives through fees and a potential future vacancy tax, balanced by thoughtful exemptions.

While the potential benefits are promising in reducing blight, enhancing public safety, increasing transparency, generating revenue, and fostering a more vibrant community, it is crucial to address the challenges, particularly considering recent legal developments in Debbane v. City and County of San Francisco. Staff does not recommend enacting a vacancy tax at this time because this area of law is currently being litigated in the courts and it could expose the City to legal risk. The California Legislature's consideration of SB 789 of commercial real property vacancy registration with the California Department of Tax and Fee Administration also suggests that the City should wait to enact a vacancy tax until the legal considerations are fully developed.

Staff Recommendation

In view of the current legal uncertainty, staff recommends strengthening the City's code pertaining to vacant commercial space in the downtown district in lieu of a vacancy tax. City regulations pertaining to vacant commercial space in downtown are currently contained in Chapter 5D, which expired in 2016 pursuant to Resolution 2015-56. Staff recommends that Chapter 5D be revived, updated, and strengthened. This approach allows the City to implement robust regulations to address vacant commercial properties, including registration, maintenance standards, and enforcement mechanisms, while mitigating the legal risks associated with a direct vacancy tax. The City can also explore alternative approaches to addressing long-term vacancy, such as crafting a mandatory duty similar to Sacramento's model, where a building may not be vacant unless actively being repaired or fit for occupancy and offered for sale/lease, with non-compliance resulting in nuisance declarations, fees, and penalties.

Staff also recommends exploring the appropriate level and structure of registration and monitoring fees. Further community engagement and stakeholder input will be crucial in defining the ordinance to ensure it is effective, equitable, legally defensible, and ultimately contributes to the long-term vitality of Gilroy.

ALTERNATIVES

The City Council may modify these recommendations or propose alternatives.

FISCAL IMPACT/FUNDING SOURCE

Implementing and effectively managing a new vacant building registration program, along with ongoing monitoring, inspections, and enforcement of boarded-up storefronts, will require dedicated staffing resources to ensure its success. Staffing resources are essential for expanding the mandatory registration area, conducting thorough outreach to all affected property owners, and ensuring compliance with the new regulations. Investing these resources will be vital to safeguarding our community, maintaining accountability, and achieving the long-term goals of this initiative. As the Community Development Department Code Enforcement function has been expanding the range and scope of its programs, roles, and responsibilities, staff will return to Council with an overall evaluation of Code Enforcement staffing resource needs during a budget update.

PUBLIC OUTREACH

The City Council agenda packets are publicly posted through the City's webpage. As the development of an ordinance update gets underway, community engagement will be conducted to gather stakeholder input.

NEXT STEPS

Staff will proceed with the implementation of any Council direction received.

If Council direction is for staff to update, strengthen, and revive the expired City Code Chapter 5D without a vacancy tax, staff will conduct community engagement to gather stakeholder input and develop ordinance amendments. The Code Enforcement team is still in the process of completing the recruitment of a vacant position and training new team members. Therefore, staff estimates bringing the ordinance to Council in the first quarter of 2026.

Once adopted, a new ordinance will require ongoing staffing resources to ensure its effective implementation and management. Staff plans to return to Council with an overall evaluation of Code Enforcement staffing resource needs during the mid-cycle budget update, unless staff is directed by Council to bring forth this evaluation sooner.

Attachments:

1. Downtown Subcommittee Reports and Recommendations – Plywood Removal and Vacancy Ordinances



City of Gilroy

STAFF REPORT

Agenda Item Title: City Council Downtown Committee (Part 1) - Subcommittee Reports and Recommendations – Plywood Removal and Vacancy Ordinances

Meeting Date: January 8, 2024
 From: Gilroy Downtown Committee
 Department: City Council
 Submitted By: Gilroy Downtown Committee
 Prepared By: Gilroy Downtown Committee

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Council discussion and direction regarding the report and recommendations provided by the Downtown Committee's Plywood Removal and Vacancy Ordinance Subcommittees.

BACKGROUND

The Downtown Committee (Committee) was formed by Council on May 1, 2023, with its first meeting on May 9, 2023. The resolution forming the fifteen-member Brown Act committee established five Council Members as members of the Committee, each to appoint two of the remaining ten seats as detailed in the resolution.

The Committee is charged with reviewing and offering recommendations to improve the Gilroy Downtown. The Committee formed five sub-committees, each with a different focus area relating to improving the downtown. Below are the five subcommittees, in no particular order:

- Plywood Removal (PRS)
- Beautification of Downtown (BDS)
- Vacancy Ordinance (VOS)
- Noise Ordinance (NOS)
- Code Enforcement (CES)

Tonight's presentation from the Committee is for the recommendations developed by the PRS and VOS. Should Council direct staff to proceed with the recommendations, staff will return to the Council to update the department work plans to incorporate the work to implement these efforts. There will be legal and other operational review needed on the recommendations and how to proceed with implementation, which will need to be balanced against the other work currently in the department work plans.

ANALYSIS

Plywood Removal Subcommittee

The PRS conducted a review of the City's current policies and procedures regarding the use of plywood to board up all or portions of buildings in the downtown area. The PRS has identified potential improvements in the Gilroy City Code to help improve the conditions in our downtown related to the use of plywood. The PRS has crafted a draft, conceptual, red-lined version of the PRS's recommended edits to the City Code for Council consideration. If acceptable, the Committee recommends the draft version be finalized by City staff, working with the PRS, to create a finalized version of the ordinance for a future public hearing introduction with the intent of future adoption by the City Council.

The recommended changes to the City Code by this conceptual ordinance are summarized as follows, but will be discussed in the presentation by the Downtown Committee:

- Specifies a role for code enforcement officers in issuing notices after 90 consecutive days of buildings becoming vacant.
- Identifies that displays of art or other displays of cultural, historical, or educational value will have examples available in Community Development.
- Adding Section 5D.7(d) prohibiting drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings, elaborating that all windows, openings, doors, facades, awnings, etc. must be finished in appearance.
- Plywood may be utilized for up to 90 days as-is. After 90 days, the plywood must be decorated consistent with the design criteria expressed in Section 5D.7(b). Failure to decorate would generate a fine of \$500 per month.
- The temporary frontage of decorated plywood must be removed after one year. Extenuating circumstances would potentially grant a grace period of an additional year. The fine for failing to remove the temporary plywood front is proposed by the Committee to be \$250 per month
- Each of the fines are proposed to be assessments on the property tax bill.
- The artwork is required to be respectful and appropriate for all ages in the community.

The proposal to attach the non-paid plywood removal fees to property tax bills, similar to garbage liens.

Vacancy Ordinance Subcommittee

The VOS has identified a need for a comprehensive vacancy ordinance. The subcommittee reviewed existing ordinances in cities like Fairfield, Sacramento, and Palm Springs. The VOS has issued the attached report, and is proposing a vacancy ordinance that would mandate the following:

- Building owners registering their vacant properties with the City within ten days.
- City inspections for these buildings to determine code compliance.
- Enforced renovations to meet code before re-occupancy.
- Implementation of a \$150 per week fine for failure to register a vacant building.
- Potentially exempting buildings from the vacancy ordinance if delays were due to pending power restoration from PG&E.

ALTERNATIVES

Council may issue any direction that it desires relating to these first recommendations from the Downtown Committee.

FISCAL IMPACT/FUNDING SOURCE

No detailed financial impact analysis has been conducted. Depending upon the direction of Council, any future actions will have a fiscal impact determined as part of the agenda report for any such agenda item.

PUBLIC OUTREACH

The Downtown Committee has been holding public meetings, including posted agendas, on a monthly basis. This item was also included on the publicly posted agenda for this meeting.

NEXT STEPS

Staff will proceed towards implementing any Council issued direction and return to Council with updates to the department work plans to incorporate the direction and work received.

Attachments:

1. Plywood Removal Subcommittee Draft Conceptual Ordinance
2. Vacancy Ordinance Subcommittee Report

5D.7 Window Displays and Plywood Store Fronts for Spaces not occupied for 90 Days

Whether or not a vacant commercial space is registered pursuant to this chapter, if any commercial space in the Downtown Historic District or Expansion District has been unoccupied for more than 90 consecutive days at the time this chapter becomes effective or any time thereafter, **a code enforcement officer will send a certified letter to the responsible person(s)** and the owner(s) shall immediately construct and/or install at least one of the following types of displays on or inside all ground-floor windows that face sidewalks, streets, alleys, or public open spaces:

- (a) Faux window dressings containing goods or services with the visual characteristics of a vibrant business using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas.
- (b) Works of art or other displays of cultural, historical, or educational value, using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas.
(Community Development will provide examples of appropriate artwork.)
- (c) Window paintings featuring visually appealing scenes depicting or suggesting business or cultural activities.
- (d) Drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings are strictly prohibited. All windows, openings, doors, facades, awnings, etc. must be finished in appearance or in compliance with one or more of the above methods.**

Plywood Utilization: If the building façade needs to be removed, plywood may be utilized. Within 90 days of installation, plywood must be decorated following the above criteria. (Section B) If not, the building owner will be fined \$500 per month to be placed on the property tax bill until the temporary front complies with this ordinance.

The temporary front needs to be removed after one year. No additional permits will be approved until the active permit is completed, the temporary front is removed and all applicable fines are paid. After one year if the plywood is still in place, the building owner is subject to fines of up to \$250 per month which will appear on the property tax bill. If there are extenuating circumstances why the temporary front has not met this deadline, the building owner will ask the community development director to grant a one year extension.

- (e) Decorative artwork and mural proposal designs should be respectful and appropriate for all ages in the community. (Examples of artwork on file with Planning Dept.)**

(Ord. No. 2012-02, 1, 2-6-12)

Vacancy Ordinance:

The high number of vacant buildings can cause a major blight to our downtown area, cause real estate prices to drop and further suppress the economy of downtown. Furthermore, vacant buildings that are boarded up, or not maintained turn people away from enjoying downtown, or investing in it. The buildings encourage vandalism, breaking and entering, and misuse. Due to the longevity of vacancies, and the fact that many are owned by the same parties, a vacancy ordinance is long overdue to correct the growing problem in downtown.

Definition:

A vacant building is one where at least 35% or more of the building is unoccupied/not open for business or open to the public.

Vacant buildings will be required to register with the City of Gilroy within 10 days of becoming vacant. Once the building is registered, the City will review the condition of the building and assess if the building needs to be brought up to code. There will be a fine of \$150 per week that will be assessed for buildings that are not registered after the 10th day of vacancy.

The registration will include an annual monitoring fee of \$1,500. Contact information for the business owner, including name, address, and phone number, **and the day the building became vacant will be collected**, and this information will be posted in the window along with any codes that need to be brought up to date. The posted information will be known as the buildings' *Report Card*.

Vacant buildings that remain vacant for longer than 60 days will incur a *Vacancy Tax* in addition to the annual *Monitoring Fee*. The tax and the fee will be an assessment on the building's property tax, and will be the responsibility of the owner, whether or not the owner is responsible for the building not being open to the public. The *Vacancy Tax* will be an additional \$6,000 per year, the year starting on the 10th day of vacancy, or the date the building is registered, whichever is earliest.

Exemptions for the *Vacancy Tax* would need to be elaborated on, examples:

- A building that is up to code, and actively for lease or sale has an exemption up to 180 days from the date of registration, or 10 days after vacancy, whichever comes first.
- There is an active construction permit on the building with consistent and active construction on the premises. This allows a 180-day exemption from the

date of registration, or 10 days after vacancy, whichever comes first. If the construction is not complete within 180 days, the building owner may apply for one 90-day extension.

- If the owner is active-duty military and deployed, died, or inherited the building, they qualify for a 180-day exemption, and can apply for an extension if needed.

In-Use Definition would need to be further developed, examples:

- Any ground floor commercial space will not be considered in use unless either leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an owner or some other party, for some substantially similar purpose

Examples of cities that have enforced a vacancy ordinance, and were used as reference in this write-up:

- City of Sacramento - Ordinance 2007-060
- City of Oakland - Exemptions **Chapter 4.56 - VACANT PROPERTY TAX 4.56.090 - Exemptions, 4.56.080 - "In use" determinations,**
- City of Palm Springs
- City of San Francisco