1. Agenda
   Documents:
   
   1-8-18 CC MEETING AGENDA.PDF

2. Agenda Packet
   Documents:
   
   1-8-18 CC MEETING PACKET.PDF
January 3, 2018 4:44 PM

City Council Regular Meeting Agenda

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

MEETING CONVENED IN REMEMBRANCE OF HONORABLE
COUNCIL MEMBER PAUL KLOECKER

REGULAR MEETING 6:00 P.M.
MONDAY, JANUARY 8, 2018

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

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THE CITY COUNCIL. Persons wishing to address the Council are requested, but not required, to
complete a Speaker’s Card located at the entrances. Public testimony is subject to reasonable
regulations, including but not limited to time restrictions for each individual speaker. A minimum
of 12 copies of materials should be provided to the City Clerk for distribution to the Council and Staff. Please limit your comments to 3 minutes.

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arrangements to ensure accessibility to this meeting. If you need special assistance to participate
in this meeting, please contact the City Clerk a minimum of 72 hours prior to the meeting at (408)
846-0204. A sound enhancement system is also available for use in the City Council Chambers.
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.

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of the month not a holiday, Friday, Saturday or Sunday.

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 or shawna.freels@cityofgilroy.org.

I. OPENING
   A. Call to Order
      1. Moment of Silence in Memory of Honorable Council Member Paul Kloeccker
      2. Pledge of Allegiance
      3. Invocation
      4. City Clerk’s Report on Posting the Agenda
      5. Roll Call
   B. Orders of the Day
   C. Employee Introductions

II. CEREMONIAL ITEMS
   A. Proclamations, Awards, and Presentations
      1. Proclamation Recognizing Joe Kline for His Service to the City of Gilroy
      2. Proclamation Recognizing David Stubchaer for His Service to the City of Gilroy
      3. Proclamation Recognizing Chris Rogers for His Service to the City of Gilroy
      4. Proclamation Recognizing CH2M for Donating to the Recreation Youth Scholarship Program

INTERVIEWS

Interviews for One Open Seat on the Youth Commission

IV. PRESENTATIONS TO THE COUNCIL
   A. 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 not on this 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 material provided by public members for Council agenda item “public comment by Members of the Public on items not on the agenda” will be limited to 10 pages in hard copy. An unlimited amount of material may be provided electronically.)
      A. Presentation of 2017 City Accomplishments
      B. Personnel Commission Annual Presentation
V. REPORTS OF COUNCIL MEMBERS

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Council Member Tucker – Caltrain Citizen’s Advisory Committee, Gilroy Welcome Center, General Plan Advisory Committee, Santa Clara Valley Habitat Agency Governing and Implementation Boards

Council Member Harney – Gilroy Gardens Board, Santa Clara Co. Expressway Plan Advisory Board, Santa Clara Valley Habitat Agency Governing and Implementation Boards, Santa Clara Valley Clean Energy Authority, South County Joint Planning Advisory Committee VTA Board (Alternate, VTA Policy Advisory Committee

Council Member Tovar – Gilroy Downtown Business Association, Gilroy Sister Cities Association, SCRWA Board, Street Naming Committee, VTA Committee for Transit Accessibility

Council Member Leroe-Muñoz - ABAG, Economic Development Corporation Board, Cities Association of Santa Clara Co. Board, HSR Station Area Planning Advisory Committee & HSR Sub-Committee, Santa Clara Valley Water Dist. Water Comm., Valley Regional Interoperability Authority (SVRIA)

Mayor Velasco – Economic Development Corporation Board, General Plan Advisory Committee, VTA South County City Group, URM Task Force

VI. FUTURE COUNCIL INITIATED AGENDA ITEMS

VII. CONSENT CALENDAR (ROLL CALL VOTE)

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C. Resolution of the City Council of the City of Gilroy Supporting Tourism in the Hecker Pass Corridor

VIII. BIDS AND PROPOSALS

A. Amendment to Agreement with Arrow Sign Company for Wayfinding Signs
1. Staff Report: Girum Awoke, Public Works Director
2. Public Comment
3. Possible Action:
   Approve a one year contract extension with Arrow Sign Company in the amount of $114,218.00.

B. Approval of Five Year City-Wide Parks and Landscape Maintenance Contract
1. Staff Report: Girum Awoke, Public Works Director
2. Public Comment
3. Possible Action:
   Award a contract for City-Wide Parks & Landscape Maintenance Services, Project No. 17-RFP-PW-397, and authorize the City Administrator to execute a five-year contract in the annual amount of $935,007 with Jensen Landscape.

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IX. PUBLIC HEARINGS - NONE

X. UNFINISHED BUSINESS
A. Adoption of an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30 (introduced 11/20/17 with a 4-3 vote; Council Members Tovar, Leroe-Munoz and Tucker voting no)
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B. Appointment of Members to Boards, Commissions and Committees with Member Terms Expired or Vacant as of 12/31/2017
1. Staff Report: Shawna Freels, City Clerk

2. Public Comment

3. Possible Action:
Appointment of Members to the Bicycle Pedestrian Commission, Building Board of Appeals, Parks and Recreation Commission, Personnel Commission, Physically Challenged Board of Appeals and Planning Commission.

XII. INTRODUCTION OF NEW BUSINESS

A. Declaration of a Vacancy on the City Council and Consideration of Filling Said Vacancy Until a Successor is Elected at the Next General Municipal Election of November 6, 2018

1. Staff Report: Shawna Freels, City Clerk

2. Public Comment

3. Possible Action:
Adoption of a Resolution of the City Council of the City of Gilroy Declaring a Vacancy in the Office of City Council; and

a) Direct staff to post a notice of intention to fill a vacancy on the Gilroy City Council and advertise for applications to fill the vacancy for appointment on February 5, 2018; or,

b) Motion to appoint a member to fill the vacancy until a successor is elected at the next general municipal election of November 6, 2018

B. Consideration of a Recommendation from the Open Government Commission to Amend Gilroy City Code Section 17A.24.3.b Related to the Disclosure of Bid Records

1. Staff Report: Shawna Freels, City Clerk

2. Public Comment

3. Possible Action:

a) Motion to read the ordinance by title only and waive further reading; and,

b) Motion to introduce an ordinance of the City Council of the City of Gilroy amending Gilroy City Code Section 17A.24.3.b related to the disclosure of Bid Records.

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MARCH, 2018
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19* Regular Meeting - 6:00 p.m., City Council Chambers

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Proclamation of the City of Gilroy

WHEREAS, CH2M provides the City of Gilroy with management services of our wastewater treatment plant “South County Regional Wastewater Authority” which services both Gilroy and Morgan Hill; and

WHEREAS, one of the company’s goals is to encourage their employees to be involved in the community they serve; and

WHEREAS, the Gilroy Recreation Youth Scholarship Fund is subsidized by generous grants and donations from individuals, local service clubs, corporations and businesses; and

WHEREAS, CH2M employees held their first fundraising golf tournament in October, 2017 to help ensure funding was available for recreational activities for children of local Gilroy families; and

WHEREAS, CH2M employees’ donated $1,604 from their October fundraiser to the Youth Recreation Scholarship Fund, which assists financially disadvantaged youth by allowing them to participate in recreational opportunities, leading to an active and healthy lifestyle; and

NOW, THEREFORE, I, Roland Velasco, Mayor of the City of Gilroy, on behalf of the entire City Council, do hereby wish to recognize

CH2M

for their involvement in financially supporting the Gilroy community through our Youth Scholarship Fund.

Mayor Roland Velasco
# Youth Commission applicants

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade</th>
<th>Age</th>
<th>Incumbent (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Areana Correa</td>
<td>11</td>
<td>16</td>
<td>N</td>
</tr>
<tr>
<td>Andrew Dinh</td>
<td>11</td>
<td>16</td>
<td>N</td>
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<tr>
<td>Brodie C. Donohue</td>
<td>8</td>
<td>13</td>
<td>N</td>
</tr>
<tr>
<td>Gavin Jampani</td>
<td>11</td>
<td>16</td>
<td>N</td>
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<tr>
<td>Ciara Mullen</td>
<td>11</td>
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<tr>
<td>Ethan Pace</td>
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<td>14</td>
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<tr>
<td>Frida Arias Rivera</td>
<td>12</td>
<td>17</td>
<td>N</td>
</tr>
<tr>
<td>Vikash Sabharwal</td>
<td>9</td>
<td>14</td>
<td>N</td>
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<tr>
<td>Cesar Ty Torrico</td>
<td>10</td>
<td>15</td>
<td>N</td>
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<tr>
<td>Jane Tovar</td>
<td>10</td>
<td>15</td>
<td>N</td>
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<tr>
<td>Kathryn Ann Weber</td>
<td>11</td>
<td>16</td>
<td>N</td>
</tr>
<tr>
<td>Gabriel H Weisbrich</td>
<td>8</td>
<td>13</td>
<td>N</td>
</tr>
</tbody>
</table>
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Ameaa Correa
Birth date*: 01/07/01

Address: ____________________________________________ Grade*: 11

Phone number(s): ___________________________________ Email address: ____________________________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

I have not really done any major community service that contributed to Gilroy but, I have done community service with the South County Tail Wagger to raise money to help animals get neutered/spayed and helped at a soup kitchen to feed the homeless.

Why would you like to be appointed to the Gilroy Youth Commission? I think that it would be a great way for me to not only do something outside of my comfort zone but to give back to the youth of the community and see changes that would not only benefit them but the people surrounding them.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? I think that unreachable after school civic/programs that may cost a bit or are exp. If school are a problem. Ways to combat the problem would be fundraising or working with organizations to work together on fundraising to lower costs on existing civic programs.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? ____________________________________________________________________________________

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy 7351 Rosanna Street, Gilroy, CA 95020
shawnafreels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application for the Gilroy Youth Commission

Name*: Andrew Dinh

Birth date*: 03/17/2001

Address: ___________________________ Grade*: 11

Phone number(s): _______________ email address: __________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

JPOG- I teach students of all ages how to play piano and I tutor them in many school subjects.

Interact- I am currently an officer of the club at my school. This club is connected with dozens of others throughout the Bay Area doing various acts of community service to benefit both the larger community and our school.

Why would you like to be appointed to the Gilroy Youth Commission? I have many plans for events that I believe would a great benefit to students in Gilroy. One such event would be a fair showcasing the many jobs and opportunities possible for those pursuing a career in STEM. I currently do not have the resources nor previous experience to plan this event or others like it.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? I believe that students are not aware of all the different programs and events offered in Gilroy. In order to combat this problem, I plan to use all available means to send word out about events planned by the Gilroy Youth Commission, which includes mass emails, flyers, and better utilizing the Instagram account.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? ___________________________

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City of Gilroy Application
for the Gilroy Youth Commission

Name: Brodie C. Donohue

Birth Date: 06-30-2004

Address:

Grade: 8th Grade

Phone Number(s):

Email Address:

Prior Community Service and Groups: I am part of the Gilroy Gators Swim Team. One of the requirements of being on the team is that me and my family have to work at the Garlic Festival. I worked for three days. I cooked the peppers for one day and picked up trash for two days.

Why Would I Like to Be Accepted to the Commission: I have always wanted to make a change in schools, not always what kids think will be better but what will academically help them.

What is the biggest problem facing Gilroy Youth and how will I change it: I have had trouble with the organization system at my school. I can't
use a binder without making it disorganized. I have elected to use an accordion folder which works for me. My school won’t let me without demeriting me, so I want to make it so that kids like me with organizational issues don’t get in trouble.

Extra: Even if I don’t get accepted onto the commission I would like to thank you for taking the time to read my application.
Name: Gavin Jampani  
Birth Date: June 22, 2001  
Grade: Grade 11  
Address:  
Phone#:  
Email:  

1. Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:  
   I am a Junior at Gilroy Early College Academy (GECA). I have volunteered at the:  
   a. Library since 2015 helping Librarians setup activities for kids amongst other duties.  
   b. Library with the Robotics Program teaching kids how to program robots.  
   c. City of Gilroy - Kids Discovery Arts event every year since 2015 helping at Booths, Setup and Clean Up.  
   d. Luigi Aprea during festivals, play days, and in class activities for the last 3 years.  
   e. Gavilan College for Science Alive teaching middle school kids science projects.  
   f. Brownell Middle School in the CJSF Club and GECA in the CSF Club  
   g. Gilroy Demonstration Garden - help grow and maintain a chemical free garden to ensure healthy and involved community. This is an ongoing volunteer job that I intend to do as long as I can as I believe it's a great concept that is taught here.  
   Can provide references if need be.  

2. Why would you like to be appointed to the Gilroy Youth Commission?  
   I keep thinking of the issues out there and want to see how I can help but never quite went out there to actively do it. I saw this application a lot of times but never applied thinking I won't be qualified and that I can't do it. I have been a nervous, shy and a reserved person. But this time as I am evolving, I am applying for it because I believe I can sit at home and only think so much but it's all a waste unless I actually go out there and actively get involved in great causes that can help our community.  

3. What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem?  
   Computer literacy is the biggest problem the youth of Gilroy is facing today. Good paying jobs these days require understanding of software and technology which involves basic knowledge of coding to a minimum level. Our students in Gilroy do not have enough awareness, emphasis, and resources on coding to help them reach that minimum level.  
   Lots of resources are available to spread awareness and basic knowledge to kids to help them succeed in the future. We need to get more coding programs available and make our community more computer literate. We have smart kids; we just need to bring various programs and activities and make families aware of them so that kids can have
access to learn and be creative with the newer technologies and feel well prepared for their career.

Recently, over the Summer, we had coding classes available for free to Gilroy residents at Brownell where I was teaching through my employer and we had only 1 student come daily. The program was for 2 weeks and some days, we had to shut it down as no one showed up. We need to promote more as well as encourage parents and kids to show them what they can do out there in the real world learning these things.

CyberSecurity Camp at Gavilan was available to kids from Grades 6 to 12 for free and we hardly had kids from Gilroy. I was part of it and our teams won the top 3 slots and will be competing in October end. If more kids were aware of it, I am sure we'd have more participants and thus making Gilroy more proud.

When I talked to the librarians about this, they also agreed that there needs to be more coding programs for the kids.

But there is another area I'd like to explore and see how we can work together and help solve as a team. There are lots of resources available. But, we need to make families aware of them. Being a Youth Commissioner I would like to find out what is available out there and what more we can do.

Homeless Issue amongst others
I believe this is becoming another major issue today. Cost of living and place to stay is getting higher day by day and income isn't going up as fast. Job opportunities are less or people aren't aware of resources to be able to find them. People are finding it difficult to find a place to buy or rent. Kids need a stable environment to be successful. I will work with the community to guide families and help them with school supplies, medical needs, and to effectively manage their financial well being to have a stable place to stay.

If kids have a stable place to stay and have access to school supplies, they'll have better chances of staying in school and completing their education. This will ensure success in career as well as reduce social and behavioral issues.

Stable home makes stable and positive thinking and
Stable and positive thinking in return makes stable and positive community!
Name: Ciara Mullen  
Birthdate: March 8th 2001
Grade: 11

I participate in several school clubs, including ASB, and other clubs within the community.

- Class of (2019) treasurer
- Treasurer of CSF at GECA
- Treasurer of the GECA robotics team
- Member of Miss CEO Gilroy (A club that empowers young women to become entrepreneurs by learning leadership, networking, and other important skills in the business world)
- Assistant District Leader of AYHO (A club with the goal of bringing communities together through artwork)
- NSLC attendee for the medical program (A program that selects students based off of academic success and focuses on leadership skills, along with exploring the field selected)
- I have 200+ hours of community service, most of which were earned by working at Brownell Middle School doing things such as bookkeeping, filing, setting up school events, preparing for the beginning of the school year, and helping the teachers in their classrooms.

I would like to be appointed to the Gilroy Youth Commission because I have lived in Gilroy almost all of my life and I have never been involved with the community the way I want to be. When I was younger I was part of some of the Gilroy sports teams and that was the way I met people within the community. However, that was with a small group of kids, mostly the same age as myself. I want to be able to reach other age groups within the community, whether it's by being a mentor for those who are younger than me or learning from key figures within our community.

I think that the biggest problem facing the youth of Gilroy is the lack of knowledge when it comes to resources. This is a broad topic because it is different for all of the age groups and the situations they are going through. For example, it is difficult for high school students to figure out the path they are going to take and often times feel as though they have no options when it comes to colleges. As Youth Commissioner, I would put together a fair for not only high school students, but also for those who are younger to experience some of the career options from figures within the community, as well as some local colleges. I would include pamphlets for the youth to take home which would include simple steps to help them decide the best path and some not so well know tips. In addition, to assist the youth I would recommend *What Color Is Your Parachute? For Teens Discovering Yourself, Defining Your Future*. This book has lots of exercises and activities for students to figure out what they are most passionate about, so the decision and application process for colleges are simpler.
City of Gilroy Application for the Gilroy Youth Commission

Name*:___Ethan Pace_________________________ Birth date*: 6/19/2003________

Address:____________________________________ Grade*: 9________

Phone number(s):__________________________ all address:________________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission: ___I participated in the California Scholarship Federation as well as the California Junior Scholarship Federation. Through these programs, I have volunteered over 60 hours at the Garlic Festival, Village Green, and various school events.________________________________________________________________________

Why would you like to be appointed to the Gilroy Youth Commission?________________________

___I would like to be appointed to the Gilroy Youth Commission so that I may be more involved in the Gilroy community as well as being able to make decisions and having a voice in the community.________________________________________________________________________

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? ______________________________________________________________________

___I think that one of the biggest problems facing the youth of Gilroy is proper bike accommodations. If I'm appointed, some reasonable steps to alleviate the problem would be to implement more bike racks and make safer bike trails.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? ______________________________________________________________________

________________________________________________________________________

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy

Packet Pg. 16
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Frida Arizas Rivero
Birth date*: 03-31-2000

Address: ___________________________ Grade*: 12

Phone number(s): ____________________ Email address: ________________________________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

I have volunteered at the Gilroy Library, the Tamale Festival & I have translated for my school's Parent Teacher Student Association.

Why would you like to be appointed to the Gilroy Youth Commission? I would like to serve for my community & create a positive influence of the community.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem?

The biggest problem with the youth is mental health. A way that this can be addressed is to create awareness & show support to those with mental health issues.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission?

______________________________________________________________

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Vikash Sabharwal

Birth date*: June 3, 2003

Grade*: 9th

Address: __________________________

Phone number(s): __________ email address: __________________________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

My sister has been involved in the Youth Commission in the past years, and this has allowed me to see the Youth Commission evolve. As the Commission has evolved, I have been able to seek my own passion in the community through a student run organization called CJSF, the school choir, and through volunteering at my school's community garden.

Why would you like to be appointed to the Gilroy Youth Commission? Through the Gilroy Youth Commission, I would like to pursue my passion of community through creating cultural connections. Gilroy is a unique and expanding town which offers opportunity for sustainable solutions, diversity in interests and passions, and resources for the growing population. I would like to be involved in everything Gilroy is growing to be.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? One primary problem that the youth of Gilroy are facing as of now is malnutrition. In my everyday encounters with other youth, most do not know what they should eat or do to be healthy.

This can affect their performance in school and in other activities. In order to address this issue, I could work with the Youth Commission to create classes which would teach about the human body and nutrition. These classes would be open to everyone and would hopefully give youth a better insight into their bodies and what is healthy for their bodies.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission?

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Cesco Torkico
Birth date*: 03/27/02

Address: __________________________ Grade*: 10th

Phone number(s) __________________________ email address: ____________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

I’ve been a youth leader at a church in San Jose.

Why would you like to be appointed to the Gilroy Youth Commission? I’d like

to address the problems teenagers face and helpfully shed some light on them and give some ideas on how they can be solved.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? I believe that there aren’t enough activities that teenagers can do so we turn to negative activities. To fix this problem, I’d propose some ideas that the city can do.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? ______________________________________

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Jane Tovar
Birth date*: 04/04/2002
Address: ____________________________ Grade*: 10

Phone number(s): __________________ email address: __________________

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:
I have volunteered within the City of Gilroy with the Demonstration Garden, Kids Discover Arts, Breakfast with Santa, multiple dances held at the senior center, and at the Gilroy Library. Furthermore, I am involved in leadership clubs like Interact and TSA.

Why would you like to be appointed to the Gilroy Youth Commission? I would like to further my leadership skills, make a greater impact on my community, demonstrate my effective communication skills, and to become a role model to the youth around me.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? In my opinion the biggest problem facing the youth of Gilroy are issues pertaining to their mental well-being. I plan to promote available mental health programs and stress reducing activities, in addition to creating an environment of compassion and open-mindedness.

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? N/A

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

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@cl.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for the Gilroy Youth Commission

Name*: Kathryn Ann Weber  Birth date*: 07/03/01

Address: 

Phone number(s): _______ mail address: 

Please list your background, including community service within the City of Gilroy, and any prior experience with groups or organizations that would qualify you for this Commission:

- Volunteered at One Step Closer, a therapeutic riding center for children with disabilities.
- Elected to ASB as VP in 10th grade, Secretary of GSA in Middle School
- Maintained a 4.0 and above GPA for 6 years.

Why would you like to be appointed to the Gilroy Youth Commission? I would like to have this opportunity to have a positive impact upon the city that has always been my home, as well as to better my leadership skills. It would be an honor to give the youth of Gilroy a happier, better future in their town.

What do you feel is the biggest problem facing the youth of Gilroy? If you are appointed, what are the steps you will take to address this problem? I believe that the greatest issue facing the youth of Gilroy is the lack of widespread interest in and access to opportunities to build well-rounded professional futures. I have ideas for events to support this in addition to

Reapplying Commissioners: What can you do to improve your previous performance on the Commission? N/A ______ wonderful programs like Rock the Mock, which would all contribute to the growing professionalism of our generation.

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

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
OBJECTIVE
To bring enthusiasm, dedication, and motivation and provide insight regarding youth and teen issues in Gilroy.

CAREER SUMMARY
Energetic, professional and motivated worker with demonstrated ability to work exceptionally well with people. Eager to work. Ability to prioritize, organize, and deal with difficult or demanding people with grace and kindness. Articulate communicator. Consistently maintains excellent relations with teachers, peers and others. Self-motivated with strong planning, organizational and leadership skills. Going places!

EXPERIENCE
2009 - present Theatrical Experience – In three “Character Counts” plays in elementary school
2012 – 2013 Two years Little League, Earning promotion to ALL – STAR team
Fall 2012 – Cross Country Team – Three years participation on school Cross Country team
Fall 2014 (6th, 7th, and 8th grades)
Winter 2014 JV Volleyball team
Spring 2012 - Track and Field, multiple events
Spring 2014
2012-2014 CALIFORNIA JUNIOR SCHOLASTIC FEDERATION
Maintained 4.0 GPA to earn membership in this club 7th and 8th grade
Held secretary position 2013-2014, completed all required community service hours.
2016 Volunteered at One Step Closer, helping people with disabilities
April 2017 Attended Louren Jenkins STEM Workshop sponsored by Anacrobe Systems and American Association of University Women of Morgan Hill
April 2017 Part time employment (8-16 hours per week) with Clos La Chance Winery.
June 2017 Attended three day STEM Conference in Boston, MA

AWARDS
2013, 2014, 2015 Tiger of the Year, All-around Athletic Award received three years in a row.
AWARDS, Continued

2013 Promoted to Little League All-Star team for superior batting skills

2013 - 2015 Recipient of Principal’s List award for 4.0 GPA three years in a row (6th, 7th & 8th grades)

Spring 2014 Awarded certificate in recognition of outstanding participation in JV Volleyball

2013 - 2014 Earned Accelerated Reader Award for reading more books than any other student in the school.

Earned Hands in the Air Award 2013-2014 for outstanding participation by the Science Department at South Valley Middle School

Spring 2014 Received Track and Field Award for Triple Jump

Fall 2014 Received Perfect Attendance Award

Spring 2015 Received President’s Education Award for Outstanding Academic Excellence
Received CJSF Lifetime Award for 4.0 GPA for all three years of middle school

18 Aug 17 Received Principal’s Platinum Scholar Award for 4.0+ for 2016-2017 Academic Year

OTHER

Traveled internationally (Germany, Mexico, Austria, Italy, Luxembourg)

REFERENCES gladly furnished upon request
City of Gilroy Application for Gilroy Youth Commission

December 30, 2017

Gabriel H. Weisbrich 11/13/2004
Grade: 8

I have been volunteering for my community for a few years now. I also volunteer at my Church when they need help. I am good with technical jobs and I help with sound and lights, for my Youth Group whenever I can. I also helped for a large Easter event we put on for the community earlier this year. I was in charge of a station to do lights, sounds, and timed fog machine for special effects. Also, every year for as long as I can remember I have helped out at the Garlic Festival. I started out helping at the Miller gate stamping hands for re-entry, then scanning tickets. For the past two years I have been volunteering in the Yellow Parking Lot. I am a leader in the lot and am given a walkie talkie to communicate with the Headquarters and other leaders. I usually work the busy intersections for parking and I enjoy making sure that the lot runs smoothly for those visiting our Festival. This year I worked from open to close all three days. I enjoy knowing that I am helping my community by helping visitors get into and out of the lot efficiently.

I would like to be appointed to the Gilroy Youth Commission so I can be a part of something bigger in my community. I like that if I were appointed, I would be discussing and coming up with ways to positively affect the youth of my community.

I feel one of the biggest problems facing the kids my age is a lack of free, educational activities. I remember going to every Kids Discover Art when I was younger, but the age cutoff was age 10. I would like to see an Art or Science Fair put on twice a year in Gilroy that would target kids over the age of 10. I would like to do advertising so we get a bunch of kids to come, and offer hands on activities that show how science and learning can be fun. I think this could help our youth to want to learn more and stay in school knowing that they can also be part of something bigger.

Thank you for your consideration,

Gabriel Weisbrich
City of Gilroy
City Council Meeting Minutes
December 4, 2017

I. OPENING

A. Call to Order

Mayor Velasco called the meeting to order at 6:01 p.m.

1. Pledge of Allegiance was led by Council Member Harney.

The Invocation was given by Pastor Greg Quirke of South Valley Community Church.

City Clerk Shawna Freels announced that the agenda had been posted on November 29, 2017 at 5:00 p.m.

Roll Call
Present: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent/Excused: Council Member Paul Kloecker

B. Orders of the Day

Mayor Velasco announced that Council Member Leroe-Muñoz was participating in the meeting remotely by phone.

C. Employee Introductions

There were none.

II. CEREMONIAL ITEMS

A. Proclamations, Awards, and Presentations

III. PRESENTATIONS TO THE COUNCIL

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

Jane Howard of the Gilroy Welcome Center shared a recent article on Gilroy in the National Park Journal and detailed advertising that would take place in Times...
Square in New York the week before Christmas.

A. Presentation by the Bicycle Pedestrian Commission on Downtown Bike Racks and Proposed Changes to the Commission Roles and Responsibilities

The presentation was given by Bicycle Pedestrian Commission Chair Hilton.

Public comment was opened.

Gary Walton was called to speak describing the support of the Downtown Business Association for bike racks in the downtown.

Public comment was closed.

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

IV. REPORTS OF COUNCIL MEMBERS

Mayor Pro Tempore Bracco congratulated the two high schools for winning the football titles in each of their divisions explaining that he would

Council Member Tucker asked that the City Council consider presenting proclamations to the two high school football teams.

Council Member Harney spoke on the Gilroy Gardens Board meeting and holiday lights kickoff event at the Gardens and spoke on the success of their harvest festival. He then spoke on the VTA fair increase.

Mayor Velasco spoke on the two Gilroy football team wins and plans for a parade for their accomplishments. He then thanked the Downtown Business Association for their successful event.

V. FUTURE COUNCIL INITIATED AGENDA ITEMS

VI. CONSENT CALENDAR

A. Minutes of the November 20, 2017 Regular Meeting

B. Opening of a Recruitment Period for One Vacancy on the Youth
Commission

C. Adoption of Ordinance 2017-07 of the City Council of the City of Gilroy Amending Chapter 30, Section 30.2.20, Entitled "Definitions," Chapter 30, Section 30.45.30, Entitled "Legislative Findings and Statement of Purpose-Prohibition of Marijuana Cultivation, Processing, Delivery and Dispensary Uses", and Chapter 30, Section 30.45.40, Entitled "Prohibited Activities" and Adding Chapter 30, Section 30.45.45, Entitled "Indoor Cultivation for Personal Use" of the Gilroy City Code (introduced 11/20/17 with a 7-0 vote)


E. Claim of Mason Aaron (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute the denial of the claim)

F. Claim of Maria Montes (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute the denial of the claim)

G. Claim of Carol Blomquist (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute the denial of the claim)

H. Amendment to the City Purchasing Policy Authorizing the Use of National Joint Purchasing Alliance (NJPA) as a Purchasing Option

I. Approval to Extend Construction Management Consultant Pre-Approved List for an Additional Year Through August 3, 2018

V. FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Velasco asked the Council to consider having the Planning Commission select one of their members to sit on the Downtown Business Association, after the Council appointments in January.

The Council agreed to consider the recommendation.

Motion on Consent Calendar
Motion: Items, A, B, C, D, E, F, G, H and I
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Cat Tucker.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

VII. BIDS AND PROPOSALS

A. Extension of City-Wide Landscaping Contract with BrightView Landscapes, LLC

The staff report was presented by Public Works Director Awoke.

There were no public comments.

Motion on Item VII.A.
Motion: Approve a three month extension with BrightView Landscapes, LLC for city-wide landscape services and Authorize the City Administrator to execute the contract amendment.
Moved by Council Member Cat Tucker, seconded by Council Member Fred Tovar.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

B. Ronan Channel Trail Project No. 15-PW-228 (West Branch Llagas Creek Trail) Construction Bid Award

The staff report was presented by Operations Manager Stubchaer.

There were no public comments.

Motion on Item VIII.B.
Motion: Approve the reallocation of $888,849 of existing local matching funds to the Ronan Channel Trail Project No. 15-PW-228 from various grant funded trail projects that were not awarded grants Authorize the City Administrator to execute a contract with GraniteRock in the amount of $1,814,859.42 for the construction of the Ronan Channel Trail Project No. 15-PW-228 with a project contingency budget of 10% ($181,486), and authorize the City Administrator to execute the contract and any related change orders up to and including the contingency amount.
Moved by Council Member Cat Tucker, seconded by Council Member Fred
Tovar.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

C. Award of Contract for Construction Management Services for Ronan Channel Trail, Project No. 15-PW-228

The staff report was presented by Operations Manager Stubchaer.

There were no public comments.

Motion on Item VII.C.
Motion: Authorize the City Administrator to execute a contract with TRC Solutions, Inc. (aka Caltrop) in the amount of $311,334.36 for construction management services of the Ronan Channel Trail Project No. 15-PW-228 with a project contingency budget of 10% ($31,133), and authorize the City Administrator to execute the contract and any related contract change orders up to and including the contingency amount.
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Fred Tovar.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

VIII. PUBLIC HEARINGS

A. Approval of the Issuance of the California Municipal Finance Authority Multifamily Housing Revenue Bonds in an Aggregate Principal Amount not to Exceed $25,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Monterey Gateway Apartments

The staff report was presented by Community Development Director Abrams.

The public hearing was opened.

Motion on Item VIII.A.
Motion: Adoption of Resolution 2017-40 of the City Council of the City of Gilroy Approving the Issuance of the California Municipal Finance Authority
Multifamily Housing Revenue Bonds in an Aggregate Principal Amount not to Exceed $25,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement and Equipping of Monterey Gateway Apartments and Certain Other Matters Relating Thereto.
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Fred Tovar.
Vote: Motion carried 5-1-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
No: Council Member Daniel Harney
Absent: Council Member Paul Kloecker

B. Introduction of an Ordinance of the City Council of the City of Gilroy Adopting Amendments to Article 30.35 of the Gilroy City Code Entitled "Wireless Telecommunications, Antennas and Windmills" and Article 30.45 of the Gilroy City Code Entitled "General Regulations" Relating to the Installation of Wireless Telecommunication Facilities

The staff report was presented by Senior Planner Ketchum.

The public hearing was opened; there being no comments it was then closed.

Motion on Item VIII.B.
Motion: to read the ordinance by title only and waive further reading; and,
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Daniel Harney.
Vote: Motion carried 5-1-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
No: Council Member Daniel Harney
Absent: Council Member Paul Kloecker

City Clerk Freels read the ordinance title.

Second Motion on Item VIII.B.
Motion: to introduce an ordinance of the City Council of the City of Gilroy adopting amendments to Article 30.35 of the Gilroy City Code Entitled "wireless telecommunications, antennas and windmills" and Article 30.45 of the Gilroy City Code entitled "General Regulations" relating to the installation of wireless telecommunication facilities.
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member
Fred Tovar.
Vote: Motion carried 5-1-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
No: Council Member Daniel Harney
Absent: Council Member Paul Kloecker

IX. UNFINISHED BUSINESS

A. Adoption of an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30 (introduced 11/20/17 with a 4-3 vote; Council Members Tovar, Leroe-Muñoz and Tucker voting no)

The item was continued to the January 8, 2018 meeting.

X. INTRODUCTION OF NEW BUSINESS

A. Adoption of an Emergency Ordinance of the City Council of the City of Gilroy Repealing and Amending Section 24.44 (b)(1) of Article III of Chapter 24 of the Gilroy City Code Pertaining to the Public, Educational, and Government Access Channel Capacity, Support, Interconnection, and Signal Carriage and Declaring the Emergency Thereof

The item was presented by City Administrator Gonzalez.

There were no public comments.

Motion on Item X.A.
Motion: to read the ordinance by title only and waive further reading
Moved by Council Member Daniel Harney, seconded by Council Member Cat Tucker.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

City Clerk Freels read the ordinance title.
Second Motion on Item X.A.
Motion: adoption of Emergency Ordinance 2017-09 of the City Council of the City of Gilroy adding Section 24.44(b)(5) to Article III of Chapter 24 of the Gilroy City Code pertaining to the reauthorization of the public, educational, and government access channel support and declaring the emergency thereof.
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Daniel Harney.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

B. Introduction of an Ordinance of the City Council of the City of Gilroy Adding Section 24.44(b)(5) to Article III of Chapter 24 of the Gilroy City Code Pertaining to the Reauthorization of the Public, Educational, and Government Access Channel Support

Public comment was opened; there being no comments it was then closed.

Motion on Item X.B.
Motion: to read the ordinance by title only, and waive further reading; and, Moved by Council Member Cat Tucker, seconded by Mayor Pro Tempore Dion Bracco.
Vote: Motion carried 5-0.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker; Council Member Peter Leroe-Muñoz

City Clerk Freels read the ordinance title.

Second Motion on Item X.B.
Motion: introduction of an Ordinance of the City Council of the City of Gilroy Adding Section 24.44(b)(5) to Article III of Chapter 24 of the Gilroy City Code Pertaining to the Reauthorization of the Public, Educational, and Government Access Channel Support.
Moved by Mayor Pro Tempore Dion Bracco, seconded by Council Member Daniel Harney.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney
Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

XI. CITY ADMINISTRATOR’S REPORTS

XII. CITY ATTORNEY’S REPORTS

XIII. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION;
Paragraph (1) of Subdivision (d) of 54956.9 and Gilroy City Code Section 17A.11(3)(a); Case Name: Patricia Harrell v. City of Gilroy, et al.; Santa Clara Co. Superior Court, Case No. 17VC314125, Filed August 7, 2017

City Attorney Faber explained that the Council was entering into closed session on the item as discussion in open session would prejudice the position of the city in the case.

Motion to adjourn to Closed Session
Motion: to Adjourn to Closed Session
Moved by Council Member Fred Tovar, seconded by Council Member Cat Tucker.
Vote: Motion carried 6-0-1.
Yes: Mayor Pro Tempore Dion Bracco; Council Member Daniel Harney; Council Member Peter Leroe-Muñoz; Council Member Fred Tovar; Council Member Cat Tucker; Mayor Roland Velasco
Absent: Council Member Paul Kloecker

The Council adjourned to closed session at 7:33 p.m.

/s/ SHAUNA FREELS, MMC
City Clerk
Communication: Minutes of the December 4, 2017 Regular Meeting (CONSENT CALENDAR (ROLL CALL VOTE))
City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of an Ordinance of the City Council of the City of Gilroy Adding Section 24.44(b)(5) to Article III of Chapter 24 of the Gilroy City Code Pertaining to the Reauthorization of the Public, Educational, and Government Access Channel Support (Introduced 12/4/17 with a 6-0-1 vote Council Member Kloecker absent)

Meeting Date: January 8, 2018

From: Gabriel Gonzalez, City Administrator

Department: Administration

Submitted By: Gabriel Gonzalez

Prepared By: Gabriel Gonzalez

Financially Sustainable and High Performing

Livable Community

Grow the Economy

Upgrade Infrastructure

Vibrant Downtown

Strategic Plan Goals

RECOMMENDATION

Adoption of an Ordinance of the City Council of the City of Gilroy adding Section 24.44(b)(5) to Article III of Chapter 24 of the Gilroy City Code pertaining to the reauthorization of the public, educational, and government access channel support.

EXECUTIVE SUMMARY

The Gilroy City Code (“Code”) includes in Section 24.44 a provision that allows statewide television franchise holders who serve the residents of Gilroy to collect fees from users to fund the purchase, maintenance, repair and replacement of broadcasting equipment for public, educational, and governmental (“PEG”) programming. Under state law, in order for the City’s current franchisee Charter Communications, Inc. (“Charter”) to continue collecting this fee during their next 10-year franchise period, the above mentioned section of the Code must be reauthorized as it relates to PEG fee collection.

These fees are provided to the Community Media Access Partnership of Southern Santa Clara and San Benito County (“CMAP”). CMAP is the City’s designated provider
of Channel 17, the City’s PEG channel. Without reauthorization, the PEG fees will no longer be collected by Charter, impacting CMAP’s ability to fund maintenance efforts of the broadcasting equipment for next calendar year, or however long it takes until the PEG support provision of Section 24.44 is reauthorized. Council introduced this proposed ordinance at the December 4, 2017 regular Council Meeting.

BACKGROUND

Cities in California have historically entered into local franchise agreements with cable and satellite television providers. However, in 2006 the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) was adopted by the state as part of the Public Utilities Code, which authorized such companies to have state-wide franchises. DIVCA requires that these companies provide channels for PEG programming. It further allows for local entities to require the collection of PEG fees by the franchisee by adoption of an ordinance.

In December of 2009, Emergency Ordinance No. 2009-06 was adopted, and in early 2010, the City adopted Ordinance No. 2010-01, which created Section 24.44 of the Code which relates to PEG channels and support. The City is able to collect more than the 1% PEG fee rate authorized under DIVCA because the City already had a local franchise agreement with Charter. As such, the City is able to secure a PEG fee collection of 3% of Charter’s gross revenue in Gilroy.

The City formed a partnership with the Cities of Hollister and San Juan Bautista to form CMAP. CMAP is the City’s delegated organization that administers Channel 17 for the City, and transmits the City’s content through the PEG channel. CMAP utilizes the PEG fees to purchase, maintain, repair, and replace broadcasting equipment that keeps the City’s PEG channel operating.

The PEG channel regularly shows slides developed by the City’s Public Information Office with information about City services and events. Channel 17 also shows the recordings of City Council meetings, Planning Commission meetings, and County Board of Supervisors meetings. Last, but definitely not least, Channel 17 also serves as one of the emergency information channels the City uses, providing important information to Gilroy residents in the event of a natural disaster or other emergency condition.

ANALYSIS

The City received notice in mid-November from Charter, through CMAP, that Charter successfully renewed their state-wide franchise and requested to know the status of the PEG fee ordinance reauthorization. The existing franchise expiration and the renewal of the new 10-year franchise certificate are both effective January 2, 2018. By adopting this ordinance the PEG fees will continue to be collected and remitted to CMAP to maintain the City’s PEG Channel infrastructure.

Section 5870(n) of the California Public Utilities Code, included below, governs the administration of the PEG fee.
“(n) A local entity may, by ordinance, establish a fee to support PEG channel facilities consistent with federal law that would become effective subsequent to the expiration of any fee imposed pursuant to subdivision (l). If no such fee exists, the local entity may establish the fee at any time. The fee shall not exceed 1 percent of the holder’s gross revenues, as defined in Section 5860. Notwithstanding this limitation, if, on December 31, 2006, a local entity is imposing a separate fee to support PEG channel facilities that is in excess of 1 percent, that entity may, by ordinance, establish a fee no greater than that separate fee, and in no event greater than 3 percent, to support PEG activities. The ordinance shall expire, and may be reauthorized, upon the expiration of the state franchise. [underline added]"

The underlined section highlights that without reauthorization the City’s ordinance regarding the collection of PEG fees is expired, even if the ordinance did not have an expiration timeframe in its language approved by the Council. Staff is recommending that Council adopt the recommended ordinance to reauthorize the PEG fee collection. By reauthorizing the ordinance Council will protect the receipt and delivery of PEG fees from Charter to CMAP to maintain the City’s PEG channel infrastructure.

The PEG fees are a critical source of revenue for CMAP to afford maintenance and repair of broadcasting equipment that shares regular and emergency information with residents. The loss of revenue if the ordinance is not approved could limit CMAP’s ability to maintain the equipment.

The proposed ordinance is structured to prevent the need for repeated ordinances each 10 years to reauthorize the PEG fee collection. The ordinance contains language whereby the PEG support section is automatically renewed with each expiration of a franchisee’s franchise certificate. This will proceed in perpetuity until the Council takes affirmative action to not reauthorize the ordinance.

**ALTERNATIVES**

As an alternative, Council may choose not to adopt the ordinance. **Not recommended.** Should Council choose not to adopt this ordinance, the City will not be able to receive PEG fees which pay for the broadcasting equipment that CMAP uses to provide the City’s PEG channel, Channel 17. Additionally, should the City ever decide to undertake its own broadcasting in the future, there would not be PEG fees to pay for equipment purchases to self-broadcast, should that ever be desired by Council.

If Council does not approve the ordinance, CMAP, through the City, would no longer receive the 3% of gross revenue earned by Charter in Gilroy. Once equipment failures happen CMAP may not be able to purchase repair services or replacement equipment. Based on CMAP’s report of the latest PEG fee payment from Charter for Gilroy subscribers, this amount is estimated to be approximately $219,000 annually.

**FISCAL IMPACT/FUNDING SOURCE**

Approval of the ordinance would not have any fiscal impact to the City’s General Fund.
However, if the ordinance is not adopted, Charter would cease to collect PEG fees until an ordinance reauthorizing the collection of the fee is adopted and effective.

**CONCLUSION**

By adopting this ordinance Council reauthorizes that the PEG fees are collected as already identified in the Code. This supports the maintenance and replacement of broadcast equipment used for the City’s government channel, which is also a medium of relaying emergency communication to residents.

**NEXT STEPS**

If adopted, staff will relay a signed copy of the ordinance to Charter who requires a copy in order to continue collection of the PEG fee.

**Attachments:**

1. DIVCA PEG Fee Perpetual Reauthorization Ordinance
ORDINANCE NO. 2018-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY ADDING SECTION 24.44 (b)(5) TO ARTICLE III OF CHAPTER 24 OF THE GILROY CITY CODE PERTAINING TO THE REAUTHORIZATION OF THE PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CHANNEL SUPPORT

WHEREAS, Section 5870(n) of the Public Utilities Code, which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”), authorized the City of Gilroy to adopt an ordinance establishing a fee on state-franchised video and cable service providers to support public, educational, and governmental access channel facilities (“PEG”); and,

WHEREAS, The City of Gilroy had previously established a PEG support fee from Charter Communications (“Charter”) to be used for supporting the PEG channel facilities; and,

WHEREAS, on December 7, 2009, Emergency Ordinance No. 2009-06 and on January 11, 2010 Ordinance No. 2010-01 were adopted implementing the provisions of DIVCA by adding sections 24.38 through 24.45 to the Gilroy City Code, continuing the practice of charging our franchisee a fee to support the PEG channel facilities; and,

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of the state franchise; and,

WHEREAS, the City of Gilroy desires to ensure that there is no gap in the payment of PEG fees due to the future expiration of any existing or future video and cable franchise certificate franchise(s) held by any state franchise holder operating within the City of Gilroy; and,

WHEREAS, this Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act of 1970, as amended.

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

SECTION I

Section 24.44(b) of Chapter 24, of the Gilroy City Code entitled "Public, Educational, and Government Access Channel Capacity, Support, Interconnection, and Signal Carriage" is hereby amended by adding a new Section 24.44(b)(5), which shall read as follows:
“Sec. 24.44 Public, Educational, and Government Access Channel Capacity, Support, Interconnection, and Signal Carriage

(b) PEG Support.

(5) Reauthorization of State Franchise Holder PEG Fees

i. The fee on state franchise holders to support public, educational, and governmental channel facilities in Gilroy City Code Sections 24.44(b)(1) through 24.44(b)(4) above is reauthorized and shall remain unchanged and in full effect as to all state franchise holders.

ii. The PEG fee in Gilroy City Code Sections 24.44(b)(1) through 24.44(b)(4) shall automatically be reauthorized upon the expiration of any existing or future franchise certificate(s) held by any state franchise holder operating within the City of Gilroy.

iii. This chapter shall automatically be reauthorized upon the expiration of any existing or future franchise certificate franchise(s) held by any state franchise holder operating within the City of Gilroy. This chapter shall so renew upon the future expiration of any franchise certificate(s) until such time that the City Council takes formal affirmative action to cease the renewals.

SECTION II

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

SECTION III

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 it is adopted.

PASSED AND ADOPTED this ___ day of January, 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ORDINANCE NO. 2018-XX
APPROVED

Roland Velasco, Mayor

ATTEST:

Shawna Freels, City Clerk

ORDINANCE NO. 2018-XX
RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY SUPPORTING TOURISM IN THE HECKER PASS CORRIDOR

WHEREAS, the economic vision for Gilroy is to have a prosperous and diversified business community, providing both jobs and financial resources to support a high quality of life for its residents and;

WHEREAS, Gilroy views tourism as part of that economic vision and strives to attract visitors by providing them with amenities and services to make their stay uniquely enjoyable to the area and;

WHEREAS, Gilroy is expanding from a regional day visitor approach to a destination location with a geographic reach requiring overnight visitors and;

WHEREAS, Highway 152 West also referenced as the Hecker Pass Corridor is recognized as an opportunity for such growth currently offering visitor attractions including Gilroy Gardens, local wineries, golf and ag-tourism destinations.

NOW THEREFORE BE IT RESOLVED that the City of Gilroy:

1) Supports increasing visitor serving uses such as destination dining, resorts, spas, attractions, hotels, outdoor recreation such as hiking, biking and camping compatible with the current offerings that include Gilroy Gardens, local wineries, golf and ag-tourism located in the Hecker Pass Corridor starting at Santa Teresa Boulevard and continuing along Highway 152 connecting to Mt. Madonna County Park;

2) Encourages marketing of the Hecker Pass Corridor as a visitor destination requiring tourism strategies to position and name the location i.e.: “Solis Valley”;

3) Implements streamlining city approval and permitting processes for business interests looking to locate or expand within the City Limits of the Hecker Pass Corridor.

Submitted By:
Gilroy Welcome Center Board of Directors
Gilroy Economic Development Corporation Board of Directors
Gilroy Gardens Board of Directors
Gilroy Chamber of Commerce Board of Directors

PASSED AND ADOPTED by the City Council of the City of Gilroy on this 8th day of January, 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS: 

ABSENT: COUNCILMEMBERS: NONE

APPROVED:

____________________________________
Roland Velasco, Mayor

ATTEST:

____________________________________
Shawna Freels, City Clerk

RESOLUTION NO. 2018-XX
RECOMMENDATION

Approve a one year contract extension with Arrow Sign Company in the amount of $114,218.00.

EXECUTIVE SUMMARY

In 2011, the City of Gilroy undertook a project to install wayfinding and guiding signs throughout the city. The first phase of this project was implemented in 2012. Based on the success of the original Wayfinding Signs project, a solicitation was put out in 2015 to hire a contractor to manufacture and install 75 signs of varying size and type, which constituted the second phase of this project; Arrow Sign Company (Arrow) was hired for this contract.

Since the signing of the original contract, several changes have taken place which necessitated a comprehensive amendment to the original contract. In light of the final construction documents and design calculations, staff has evaluated and recommends a lump sum change order for the Wayfinding Project. This change order is to include items that were not included in the original Request for Proposal (RFP) such as...
professional liability insurance, bond, design documentation, quantity modification, and permitting. This change order also establishes a means to track and pay for any other unforeseen extra work during the construction phase. Lastly, staff is recommending extension of the contract term for an additional year to June 30th, 2018.

BACKGROUND

In 2011, the City of Gilroy Council approved a project to install Wayfinding and guiding signs throughout the city in order to promote tourism and investment in the city. The original project included more than 17 welcoming and guiding signs. The work consisted of manufacturing and installation of Wayfinding signs and their foundation.

The first phase of the project was very well received and due to its success, a Request for Proposal (RFP) was issued and a new contract executed for the Phase II project in July 8th, 2015, for a total not-to-exceed amount of $334,988. The original contract can be found in Exhibit A. Due to the nature of the work, the contract provides for the contractor and the City to work jointly and iteratively to determine the exact quantity and location for these signs. The current executed service agreement has allowed Arrow Sign Company to manufacture, and install 75 Wayfinding signs. In addition, these Wayfinding signs were designed to further emphasize the uniqueness and identity of the City.

ANALYSIS

Changes related to quantity modifications:

After spending approximately 9 months surveying and preparing the construction documents, the City and the Contractor have determined that the actual number of signs needed for the project is 69. These include Welcoming Signs, Post mounted directional signs and pole mounted directional signs (signs that are mounted on existing street light pole). To date, all signs have been fabricated, inspected by the City and are ready for installation. This quantity amendment is shown in Exhibit B, item 1.

Changes related to professional liability insurance:

The Contractor was also tasked with additional responsibility in providing design documentations. These include engineering calculations, plans, and specifications. For this reason, the City requested the contractor to provide professional liability insurance (errors and omissions insurance). The contractor hired an independent Engineer to perform the required calculations under their own professional liability insurance coverage. Even though Arrow had purchased separate professional liability insurance for this purpose, after careful review of the insurance requirements for this unique project, the Department of Public works has determined that the general liability insurance will cover the construction phase of the project. Arrow was directed to cancel
this insurance coverage as of December 31, 2017. This professional liability insurance requirement has resulted in an additional cost as described in Exhibit B, item 2.

**Changes related to required bond costs:**

With the lack of quantity and requirement in the scope of work, the contractor excluded the cost for performance bond from their original proposal dated March 31st, 2015. The original contract document was also mute on the topic of bond requirement. For this reason, the City has requested the contractor to acquire performance bond in order to be in compliance with local and state regulations. This request resulted in additional cost that is now included in this lump sum change order per Exhibit B, item 3.

**Changes related to certified design documentation:**

All design documentations require a seal and signature of a licensed professional engineer. Since the contractor does not have an in-house licensed professional engineer, they sought to get an outside consultant to provide this support and accept the liability. This resulted in an additional cost that is now included in this lump sum change order Exhibit B, item 4.

**Changes related to permitting and design modifications:**

While most of the signs are located along City streets, a few of the signs are located along County Roads as well as State Route 152. Permits are required to install 15 signs to be located in the County right-of-way, and 20 signs to be located in the Caltrans right-of-ways. With the additional quantity and location changes, and sign type modifications, the permitting process for the County as well as Caltrans was delayed. The construction phase was also delayed due to the fact that the County and Caltrans permits were not available. This delay resulted in additional cost for demobilization, resurveying, and storage fees shown in Exhibit B item 5, 6 and 7.

All the signs located along streets with a posted speed of 35 MPH or more are required to have a breakaway feature as shown in Exhibit B item 1 and 12. This requirement is per the State standards. As a result, 36 signs are required to include these breakaway features. Since this feature was not included in the original contract, the costs to install and to furnish this feature are additional costs that are now included in this lump sum change order Exhibit B, item 1and 12.

Since the original contract did not cover extra work and force account billing, Exhibit B item 9, 10, 11, and 13 in this change order seek to establish a way for the City and the Contractor to track and bill extra works. Additionally, these items also address any incidental work with regards to temporary traffic control, hand digging, temporary signs etc.

After further site review, meetings and environmental review, the total of 69 signs will be installed as part of this project. 49 signs will be installed within the City and County right-of-way, and 20 signs will be installed within Caltrans right-of-way. Reports and
documents requisite for encroachment and other permits were prepared and submitted a few months ago for County and State reviews. To date, the county Encroachment permit has been received. The state Encroachment permit is contingent on the review and approval of Caltrans’ Office of Landscape Architecture which has identified additional review process in addition to the encroachment permit review process. This additional layer will impact the permit approval date for the 20 signs within the State right-of-way. In order to avoid any additional delays, staff has separated the project into two phases; one phase for the 49 signs within the City and County right-of-way, and second for 20 signs within Caltrans right-of-way. Doing so allows the contractor to install the 49 signs as an initial phase and reduce the cost of storage and resurveying fees. On the other hand, splitting the project into two sub phases will introduce additional mobilization fees shown in Exhibit B, item 8; staff has determined that this fee is reasonable in comparison to the storage, maintenance, and resurveying fees that may result from not splitting the project into two phases. The current estimate for Caltrans permit approval is late February 2018 depending on the review of Office of Landscape Architecture.

Exhibit B item 12 extends the contract date from June 30th, 2017 to June 30th, 2018. This will allow the contractor sufficient time to install all 69 signs within and around the City.

Staff is requesting a purchase order increase to allow for coverage on this lump sum change order and an additional 10% contingency of $33,498. This contingency is for unforeseen conditions during construction such as underground utilities, archaeological resources, permitting delays, and weather delays.

ALTERNATIVE

The City may cancel the service agreement with Arrow Sign Company and store all 69 signs on the City property. This option will be not only be cost prohibitive, but it will also cause the signs to be exposed to undue damage and deterioration while in storage. It will also hamper project progress as it will take a few months to complete a new procurement processes. This will likely push the construction start date to sometime in the summer of 2018. Given the current construction climate, it is anticipated that the cost will be much higher than this not to exceed amount. Staff does not recommend this alternative.

FISCAL IMPACT

The total project cost will be as follows:

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<tr>
<th></th>
<th>Cost</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$334,988.00</td>
<td></td>
</tr>
<tr>
<td>Previous Change Orders</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$334,988.00</td>
<td></td>
</tr>
</tbody>
</table>
This Change Order $114,218.20
Total Change Orders to Date $114,218.20 34.10%
Revised Contract Price $449,206.20

There are sufficient funds in the General Fund to pay for this contract amendment.

Attachments:
1. Exhibit A Original Wayfinding Contract
2. Exhibit B Proposed CO 2
Appendix A

Original Executed Wayfinding Contract
AGREEMENT FOR SERVICES
(For professional contracts over $5,000)

City of Gilroy Wayfinding Phase II – 15-RFP-PW-381

This AGREEMENT made this 8 day of July, 2015, between:
CITY: City of Gilroy, having a principal place of business at 7351 Rosanna Street, Gilroy, California

and BUSINESS: Arrow Sign Company, having a principal place of business at 1051 46th Avenue, Oakland, California 94601

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on June 1, 2015 and will continue in effect through March 31, 2016 unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT BUSINESS STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY BUSINESS

A. Specific Services

BUSINESS agrees to: perform the services as outlined in Exhibit “A” (“Specific Provisions”) and Exhibit “B” (“Scope of Services”) within the time periods described in and Exhibit “C” (“Milestone Schedule”).

B. Method of Performing Services

BUSINESS 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 BUSINESS’S services.

C. Employment of Assistants

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

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

**ARTICLE 4. COMPENSATION**

A. Consideration

In consideration for the services to be performed by BUSINESS, CITY agrees to pay BUSINESS the amounts set forth in Exhibit "D". In no event however shall the total compensation paid to BUSINESS exceed $234,586.00.

B. Invoices

BUSINESS 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 BUSINESS has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in Exhibit "A", Section IV) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify BUSINESS 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

BUSINESS 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 BUSINESS, all fees, fines, licenses, bonds or taxes required of or imposed against BUSINESS and all other of BUSINESS'S costs of doing business. CITY shall not be responsible for any expenses incurred by BUSINESS in performing services for CITY, except for those expenses constituting "direct expenses" referenced on Exhibit "A."
ARTICLE 5. OBLIGATIONS OF BUSINESS

A. Tools and Instrumentalities

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

B. Workers’ Compensation

BUSINESS agrees to provide workers’ compensation insurance for BUSINESS’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 attorneys’ fees, arising out of any injury, disability, or death of any of BUSINESS’S employees.

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, BUSINESS 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 BUSINESS or BUSINESS’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, BUSINESS 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 BUSINESS or BUSINESS’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, BUSINESS 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, BUSINESS 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, BUSINESS shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insured 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 BUSINESS under this Agreement may be assigned or subcontracted by BUSINESS without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of BUSINESS and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of BUSINESS’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 BUSINESS. Such assignment shall not release BUSINESS from any of BUSINESS’S duties or obligations under this Agreement.
ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of BUSINESS

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

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

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

BUSINESS shall be entitled to payment only for work satisfactorily completed 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 BUSINESS. Notwithstanding the foregoing, if CITY terminates this Agreement due to BUSINESS'S default in the performance of this Agreement or material breach by BUSINESS of any of its provisions, then in addition to any other rights and remedies CITY may have, BUSINESS 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 BUSINESS for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination
Upon termination, BUSINESS shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case BUSINESS shall cease such work as soon as it is safe to do so. BUSINESS shall incur no further expenses in connection with this Agreement. BUSINESS 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 BUSINESS's duties by any new BUSINESS 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 BUSINESS shall use due professional care to 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. BUSINESS 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 BUSINESS 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 attorneys' fees, that may arise out of any violations of the Act by the BUSINESS, 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 BUSINESS 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, BUSINESS 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

BUSINESS certifies that to the best of its knowledge, no CITY employee or office of any public agency interested in this Agreement has any pecuniary interest in the business of BUSINESS and that no person associated with BUSINESS 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 BUSINESS 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.I. 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

BUSINESS 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.

BUSINESS:

By: [Signature]
Name: [Name]
Title: [Title]

Social Security or Taxpayer Identification Number: [Identification Number]

Approved as to Form

City Attorney

CITY:

By: [Signature]
Name: [Name]
Title: [Title]

CITY OF GILROY

ATTEST:

City Clerk
EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER
BUSINESS 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, BUSINESS agrees to assign ______ 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, BUSINESS shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the Services required herein.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE
A. NOTICE TO PROCEED
BUSINESS shall commence the Services upon delivery to BUSINESS 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, ______ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by BUSINESS or if otherwise delivered as provided in the Section V.I. ("Notices") of this Exhibit "A".

B. COMPLETION OF SERVICES
When CITY determines that BUSINESS has satisfactorily completed all of the Services, CITY shall give BUSINESS written Notice of Final Acceptance, and BUSINESS shall not incur any further costs hereunder. BUSINESS may request this determination of completion when, in its opinion, it has satisfactorily completed all of the Services and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that BUSINESS has not satisfactorily completed all of such Services, CITY shall so inform BUSINESS 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 BUSINESS as provided for in Article 4 of this Agreement.

Direct expenses are charges and fees not included in Exhibit "B". CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. BUSINESS shall obtain written approval from CITY prior to incurring or billing of direct expenses.
Copies of pertinent financial records, including invoices, will be included with the proposal of billing(s) for all direct expenses.

V. OTHER PROVISIONS
A. BUSINESS’S SERVICES TO BE APPROVED BY A REGISTERED PROFESSIONAL ENGINEER

All civil (including structural and geotechnical) engineering plans, calculations, specifications and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as “preliminary” or “for review only.” All civil engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal of the licensee and the date of signing and sealing or stamping. All final civil engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping.

B. STANDARD OF WORKMANSHIP

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

C. RESPONSIBILITY OF BUSINESS

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

D. RIGHT OF CITY TO INSPECT RECORDS OF BUSINESS

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 BUSINESS for the purpose of verifying any and all charges made by BUSINESS in connection with this Agreement. BUSINESS shall maintain for a minimum period of three (3) years (from the date of final payment to BUSINESS), 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 BUSINESS, all of which shall be made available to CITY at the CITY’s offices within five (5) business days after CITY’s request.

E. 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 BUSINESS and all other written and oral information developed or received by or for BUSINESS and all other written and oral information submitted to BUSINESS in connection with the performance of this Agreement shall be held confidential by BUSINESS 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 Services. Nothing furnished to BUSINESS which is otherwise known to BUSINESS or is or becomes generally known to the related industry (other than that which becomes generally known as the result of BUSINESS’S disclosure thereof) shall be deemed confidential. BUSINESS 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.

F. NO PLEDGING OF CITY’S CREDIT.

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

G. 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 BUSINESS may retain and use copies thereof subject to Section V.E 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.

H. 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.

I. NOTICES.

Notices are to be sent as follows:

CITY: Rick Smelser, City Engineer
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
BUSINESS: Arrow Sign Company  
1031 46th Ave  
Oakland, CA 94601  
Attn: Steve Jones

J. 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.J. 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.J. do not apply.

1. DBE Program

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

Customer Name: City of Gilroy
Customer Address: 1351 Rotunno Street
City, State, Zip: Gilroy, CA 95020
Cost Contact: Henry Swin
Phone No.: (408) 845-0451
Customer Email:
Date: March 31, 2016
Sales Representative: Steve Jones

Job Name: City of Gilroy Wayfinding
Job Address: Various
City, State, Zip: Gilroy, CA
Job Contact: Henry Swin
Phone No.: (408) 845-0451
Customer P.O.:

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Page</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacture and install the following signs:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sign type A4- City Identity- Four (4) single face non-illuminated trellis arch with sign panels and decorative finials reading, &quot;Welcome to Gilroy&quot;. Assumes sign to be installed into softscape and fabricated out of aluminum. Unit cost=$11,545.00</td>
<td></td>
<td>$46,172.00</td>
</tr>
<tr>
<td>Sign Type B1- Twenty two (22) single face non-illuminated directional signs with panels and decorative arch. Assumes sign to be installed into softscape and fabricated out of aluminum. Unit cost=$6,565.00</td>
<td></td>
<td>$144,430.00</td>
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<tr>
<td>Sign Type B2- Seven (7) single face non-illuminated directional signs with flags and decorative tops. Assumes sign to be installed over hardscape, direct burial footing, fabricated out of aluminum. Unit cost=$3,812.00</td>
<td></td>
<td>$26,594.00</td>
</tr>
</tbody>
</table>

NOTE: Permits, Licenses, and Inspections will be additional at time and material per the terms on the reverse side of this order.

Payment To Be Made As Follows:
See sheet 2 for terms

The terms on the reverse side are a part of this agreement and Buyer, by executing this agreement, acknowledges acceptance of these terms.

SELLER: ARROW SIGN COMPANY
Sales Representative

ACCEPTED: ARROW SIGN COMPANY
By: Executive Officer

BUYER:
Individual
Partnership
Corporation

By: Title:

Date of Acceptance:

GUARANTEE: For value received, I or we the undersigned, jointly and severally, hereby absolutely and irrevocably guarantee prompt payment by Buyer of all monies due and payable under the foregoing order, at the dates and for the purposes therein stated, and the performance of all other undertakings by Buyer as therein provided, including reasonable attorney's fees. As Guarantor(s) it is understood that the obligations herein provided shall be binding upon and enforceable against the heirs, executors, successors and personal representative of each of the undersigned. Each undersigned agrees that on notice of acceptance by Seller of all guarantees shall be required of Seller, waives notice of any default and covenants to pay or make any changes or modifications hereunder made by Seller and Buyer.

Date: By
Guarantor

Date: By
Debtor
## Exhibit B

**ORDER**

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>City of Gilroy</th>
<th>Job Name</th>
<th>City of Gilroy Wayfinding</th>
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</thead>
<tbody>
<tr>
<td>Customer Address</td>
<td>7651 Roswell Street</td>
<td>Job Address</td>
<td>Various</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Gilroy, CA, 95230</td>
<td>City, State, Zip</td>
<td>Gilroy, CA</td>
</tr>
<tr>
<td>Cust. Contact</td>
<td>Henry Sevin</td>
<td>Job Contact</td>
<td>Henry Sevin</td>
</tr>
<tr>
<td>Phone No.</td>
<td>(408) 846-0451</td>
<td>Phone No.</td>
<td>(408) 846-0451</td>
</tr>
<tr>
<td>Customer Email</td>
<td></td>
<td>Customer P.O.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>March 31, 2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Representative</td>
<td>Steve Jones</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Scope of Work**

<table>
<thead>
<tr>
<th>Sign Type B3-</th>
<th>Twenty two (22) non-illuminated trail blazer signs with flags and decorative tops. Assumes sign to be installed over hardscape, direct burial footing, using plate and chemical anchors, fabricated out of aluminum. Unit cost: $2,201.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Type B5-</td>
<td>Twenty (20) single face non-illuminated directional signs mounted onto existing poles. Assumes sign to be fabricated out of aluminum. Unit cost: $3,464.00</td>
</tr>
</tbody>
</table>

Tree trimming allowance: $5,000.00 not included in total.

All as per customer approved Arrow design TBD.

Assumes Arrow's standard insurance.

Work to be done during normal business hours.

Prevailing wage job.

NOTE: Permits, Licenses, and inspections will be additional at time and material per the terms on the reverse side of this order.

<table>
<thead>
<tr>
<th>Payment To Be Made As Follows:</th>
<th>Sub Total: $334,998.00</th>
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<tbody>
<tr>
<td>Per contract terms</td>
<td>Included</td>
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<tr>
<td></td>
<td>Total Price: $334,998.00</td>
</tr>
</tbody>
</table>

The terms on the reverse side are a part of this agreement and Buyer, by executing this agreement, acknowledges acceptance of these terms.

**SELLER: ARROW SIGN COMPANY**

Sales Representative

**ACCEPTED: ARROW SIGN COMPANY**

By: ___________________________ Executive Officer

**BUYER:**

<table>
<thead>
<tr>
<th>Individual</th>
<th>Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Date of Acceptance:

GUARANTEE: For value received, I as the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the foregoing Order, at the dates and for the purposes therein stated, and the performance of all other undertakings by Buyer as thereunto provided, including reasonable attorney's fees. As Guarantor(s) it is understood that the obligations hereby provided shall be binding upon and enforceable against the heirs, assigns, successors and personal representative of each of the undersigned. Each undersigned agrees that no notice of acceptance by Seller of the Guarantees shall be required of Seller; notices of any default and consent to any changes or modifications hereinfor made by Seller or Buyer.

Date: By ___________________________ Guarantor

Date: By ___________________________ Guarantor

Attachment: Exhibit A Original Wayfinding Contract (1474 : Wayfinding Signs Contract Amendment)
Exhibit B

Service Wiring: - Costs of Electricity: - Reinforcement of Building: Physical Conditions:
Buyer shall bring feed wires of suitable capacity and approved type to the location of Display prior to installation of Display, make connection thereof to Display, and shall pay for all electrical energy used by Display and shall be responsible for the supply thereof. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocation power lines, or other obstacles, to comply with the laws of Federal, State, or Municipal agencies. Buyer is solely responsible for locating and protecting all existing non-public utilities and seller is not responsible for any damage to same. The price fixed herein is based on the assumption that installation will be in normal soil. In the event adverse soil conditions or underground obstructions are encountered, the parties agree to adjust the extra installation costs based on Seller's current time and material rates.

The price fixed herein is also based on the assumption that mounting surfaces are conducive to normal installation procedures. In addition, concrete walls and surfaces are assumed to be of normal density. Should adverse conditions exist, such as rebar, hidden steel members and/or high specification concrete which impedes drilling of same, then the parties agree to adjust the extra installation costs based on Seller's current time and material rates.

Buyer to provide reasonable access to area around and behind display to complete installation of same and price assumes installation can be completed with Seller’s standard equipment. Should special equipment, such as scaffolding, man lifts or cranes be required, then the parties agree to adjust the extra installation costs based on Seller’s current time and material rates.
City of Gilroy Wayfinding

Exhibit C

Schedule:
Art approvals from customer — 1 week
Arrow to stake location and check USA markings — 2 weeks
Arrow to provide Shop drawings — 2 weeks
Customer approval on shop drawings — 1 week
Fabrication time line — 14 weeks
Installation — 8 weeks
Overall 28 weeks, pending all timelines above are met.
City of Gilroy Wayfinding

Exhibit D

Schedule of values

Progress bill (25%) $83,747.00 upon art approval
Progress bill (25%) $83,747.00 upon shop drawing approval
Progress bill (25%) $83,747.00 upon fabrication completion
Progress bill (25%) $83,747.00 upon installation completion
Sub Total billing $334,988.00

Progress bill upon request for Professional Liability per contract documents = $30,430

Grand Total $365,418.00
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFORS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: License # 0167057
McDermott-Guerra Co., Inc.
1045 MacArthur Blvd.
San Leandro, CA 94577

CONTACT: Katherine Nelson
PHONE (916) 351-7400
FAX (916) 357-3230
EMAIL: NA

INSURED:
Arrow Sign Company
1051 46th Avenue
Oakland, CA 94601

INSURER A: CNA Insurance Companies
INSURER B: Travelers Property Casualty 25674
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<tr>
<th>LRT</th>
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<th>ADDITIONAL INSURED</th>
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<th>POLICY EXP</th>
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<td>04/10/2015</td>
<td>04/10/2016</td>
<td>$5,000,000</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Gilroy Wayfinding, Gilroy, CA

Certificate holder is named additional insured with respect to general liability and automobile liability per the attached forms. Waiver of subrogation applies to general liability, automobile liability and workers compensation per the attached.

CERTIFICATE HOLDER
City of Gilroy, its Officers, Elect or Appointed Officials, Employees, Agents, and Volunteers
ATTN: Risk Manager
7351 Roseanna Street
Gilroy, CA 95020

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUFACTURERS' GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The changes this endorsement makes to coverage provided by the Commercial General Liability Coverage Part are void with respect to any coverage that has been excluded by another endorsement attached to this policy. Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. Property Damage – Patterns, Molds And Dies
2. Additional Insured – Blanket Vendors
3. Miscellaneous Additional Insureds
   8 additional insured extensions.
4. Broad Named Insured/Newly Formed Or Acquired Organizations
5. Joint Ventures/Partnership/Limited Liability Companies
   Coverage for your interest in such terminated or ended organizations.
6. Partnership Or Joint Ventures
   Partnership includes a limited liability partnership.
7. Incidental Health Care Malpractice Coverage
8. Supplementary Payments
   Cost of bail bonds increased to $2,500.
   Daily loss of earnings increased to $1,000.
9. Medical Payments
   Limits increased to $15,000.
   Reporting increased to three years from the date of accident.
10. Non-owned Watercraft
    Increased to 55 feet.
11. Non-owned Aircraft
12. Legal Liability – Damage To Premises
    Extended perils.
    Limit increased to $200,000.
13. Broad Knowledge of Occurrence
14. Notice of Occurrence
15. Unintentional Failure To Disclose Hazards
16. Expanded Personal And Advertising Injury
17. Bodily Injury – Extension of Coverage
18. Expected Or Intended Injury
   Reasonable force – bodily injury or property damage.
19. Liberalization Clause
20. Property Damage - Elevators
21. Blanket Waiver of Subrogation
    Waiver of subrogation where required by written contract or written agreement.
22. In Rem Actions
23. Primary And Non-Contributory To Other Insurance
24. Limited Contractual Liability for Personal and Advertising Injury
1. PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion J. Damage to Property of Section I – Exclusions do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to Property Damage – Patterns, Molds And Dies and is included within the General Aggregate Limit as described in Section III – Limits Of Insurance.

The insurance afforded by this Provision 1. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

2. ADDITIONAL INSURED – BLANKET VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      (1) The exceptions contained in Subparagraphs d. or f.; or
      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Provision 2. does not apply to:
   a. Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
   b. Any vendor specifically scheduled as an additional insured by endorsement; or
   c. Any of "your products" for which coverage is excluded by endorsement.

3. This Provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement.

3. MISCELLANEOUS ADDITIONAL INSURED

Section II – Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 3.a. through 3.h. below whom you are required to add as an additional insured on this policy under a written contract or written agreement but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional insured - "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) Coverage for the additional insured for "your work" that is included in the "products-completed operations hazard" is afforded only if this Coverage Part provides such coverage, and only if the written contract or written agreement requires you to provide such coverage.

(3) The insurance provided to the additional insured does not apply to:

(a) "Bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services; or

(b) "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your work" that is excluded by endorsement.

b. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellars, entrances, cellars, holes, driveways, manholes, marquees, holoway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use
of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

4. BROAD NAMED INSURED/NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Any organization other than a partnership, joint venture or limited liability company, over which a Named Insured shown in the Declarations maintained an ownership interest of more than 50% on the effective date of this policy and on the date of loss will qualify as a Named Insured if there is no other similar insurance afforded to that organization or would have been afforded but for the exhaustion of the limits of liability, cancellation or expiration of such insurance.

B. Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

C. This Provision 4. does not apply to any organization for which coverage is excluded by endorsement.

5. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in
such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of Section II – Who Is An Insured is deleted and replaced by the following:

Except as provided under the Manufacturers' General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

6. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II – Who Is An Insured is deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

7. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

A. With respect only to "bodily injury" that arises out of a "health care incident," Coverage A – Bodily Injury and Property Damage Liability of Section I – Coverages is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:

(a) Bodily injury caused by a "health care incident" will be considered caused by an "occurrence"; and

(b) All acts, errors or omissions that are logically connected by any common fact,
D. **Section I - Coverages** is amended to add the following additional exclusions to Paragraph 2.

**Exclusions of Coverage A - Bodily Injury and Property Damage Liability.** These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

This insurance does not apply to:

**Dishonesty or Crime**

Any dishonest, criminal or malicious act, error or omission.

**Clinical Trials / Product Testing**

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

**Medicare/Medicaid Fraud**

Medicare or Medicaid fraud or abuse.

**Services Excluded by Endorsement**

Any "health care incident" for which coverage is excluded by endorsement.

E. **Section V - Definitions** is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract."

Paragraph f. does not include that part of any contract or agreement:

(4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.

F. **Section II - Who Is An Insured** is amended as follows:

1. Except for licensed physicians, your "employees" are insureds with respect to:

   a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and

   b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

   when such "bodily injury" arises out of a "health care incident."

2. Except for licensed physicians, your "volunteer workers" are insureds with respect to:

   a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and

b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

3. Paragraphs 2.a. (1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to "bodily injury" for which insurance is provided this Provision 7.

4. Paragraph 2.a.(1)(d) of Section II - Who Is An Insured is deleted and replaced by the following new Paragraph 2.a.(3):

   However, none of these "employees" or "volunteer workers" are insureds for:

   (3) "Bodily injury," "property damage" or "personal and advertising injury" arising out of his or her rendering of or failure to render professional health care services if he or she is a licensed physician.

G. With respect to the insurance provided by this Provision 7., the following is added to Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions:

To the extent this insurance applies, it is excess over any of the other insurance (including qualified self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

8. **SUPPLEMENTARY PAYMENTS**

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of $250 shown for the cost of bail bonds is replaced by $2,500.

B. In Paragraph 1.d., the limit of $250 shown for daily loss of earnings is replaced by $1,000.

9. **MEDICAL PAYMENTS**

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section I - Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000; or
(2) The amount shown in the
Declarations for Medical Expense
Limit.

B. This Provision 9. does not apply if Section I –
Coverage C Medical Payments is excluded
either by the provisions of the Coverage Part or
by endorsement.

C. Paragraph 1.a.(3)(b) of Section I – Coverage
C – Medical Payments, is replaced by the
following:

(b) The expenses are incurred and
reported to us within three
years of the date of the
accident; and

10. NON-OWNED WATERCRAFT

Under Section I – Coverage A – Bodily Injury and
Property Damage, Exclusion 2.g., subparagraph
(2) is deleted and replaced by the following.

(2) A watercraft you do not own that is:

(a) Less than 65 feet long; and

(b) Not being used to carry
persons or property for a
charge.

11. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I – Coverage A – Bodily
Injury and Property Damage, does not apply to an
aircraft you do not own, provided that:

1. The pilot in command holds a currently
effective certificate issued by the duly
constituted authority of the United States of
America or Canada, designating that
person as a commercial or airline transport
pilot;

2. It is rented with a trained, paid crew; and

3. It does not transport persons or cargo for a
charge.

12. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under Section I – Coverage A – Bodily Injury
and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy,
including any costs or expenses
incurred by you, or any other
person, organization or entity, for
repair, replacement, enhancement,
restoration or maintenance of such
property for any reason, including
prevention of injury to a person or
damage to another's property;

(2) Premises you sell, give away or
abandon, if the "property damage"
arises out of any part of those
premises;

(3) Property loaned to you;

(4) Personal property in the care,
custody or control of the insured;

(5) That particular part of real property
on which you or any contractors or
subcontractors working directly or
indirectly on your behalf are
performing operations, if the
"property damage" arises out of
those operations; or

(6) That particular part of any property
that must be restored, repaired or
replaced because "your work" was
incorrectly performed on it.

Paragraph (2) of this exclusion does
not apply if the premises are "your
work" and were never occupied, rented
or held for rental by you.

Paragraphs (1), (3) and (4) of this
exclusion do not apply to "property
damage" other than damage by fire to
premises:

(1) rented to you;

(2) temporarily occupied by you with
the permission of the owner, or

(3) to the contents of premises rented
to you for a period of 7 or fewer
consecutive days.

A separate limit of insurance applies to
Damage To Premises Rented To You
as described in Section III – Limits Of
Insurance.

Paragraphs (3), (4), (5) and (6) of this
exclusion do not apply to liability
assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does
not apply to "property damage"
included in the "products-completed
operations hazard."

B. Under Section I – Coverage A – Bodily Injury
and Property Damage the last paragraph of 2.
Exclusions is deleted and replaced by the
following.

Exclusions c. through n. do not apply to
damage by fire to premises while rented to you
or temporarily occupied by you with permission
of the owner or to the contents of premises
rented to you for a period of 7 or fewer
consecutive days.
A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $200,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.1)(a)(ii) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This Provision 12. does not apply if Damage To Premises Rented To You Liability under Section I – Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

13. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

14. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

15. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

16. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V – Definitions, the definition of "personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This Provision 16. does not apply if Section I -- Coverage B -- Personal And Advertising Injury Liability is excluded by endorsement.

17. BODILY INJURY

Section V -- Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

18. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I -- Coverage A -- Bodily Injury and Property Damage Liability is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

19. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for manufacturers under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

20. PROPERTY DAMAGE -- ELEVATORS

With respect to Exclusions of Section I -- Coverage A, Paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this Provision 20. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

21. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV -- Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

22. IN REM ACTIONS

Any action in rem against property owned, operated by or for you, or chartered by or for you, will be treated in the same manner as though the action were in personam against you.

23. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to Paragraph 4. of Section IV -- Commercial General Liability Conditions and supersedes any provision to the contrary:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance.

For the purpose of this Provision 23. the additional insured's own insurance means insurance on which the additional insured is a Named insured.

This Provision 23. does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

24. LIMITED CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

A. Subparagraph e. of Paragraph 2. Exclusions of Section I -- Coverage B -- Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:
(1) Liability for damages that the insured would have in the absence of the contract or agreement; or
(2) Liability for "personal and advertising injury" if:
(a) The liability pertains to your business and is assumed in writing in a contract or agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
(b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement; and
(c) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in a contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph A.2.e.(2)(c) above, provided:
(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. The following is added to Section 1 -- Supplementary Payments -- Coverages A And B:

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a contract or agreement, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement;
4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the indemnitee;
5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
6. The indemnitee:
   a. Agrees in writing to:
      (1) Cooperate with us in the investigation, settlement or defense of the "suit";
      (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      (3) Notify any other insurer whose coverage is available to the indemnitee; and
      (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
   b. Provides us with written authorization to:
      (1) Obtain records and other information related to the "suit"; and
      (2) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph A.2.e.(2) above, such payments will not be deemed to be damages for "personal
and advertising injury" as described in Paragraph A.2.e.(2)(c) above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

2. The conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.

C. This Provision 24. does not apply if Section I - Coverage B - Personal And Advertising Injury Liability is excluded by endorsement.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;As required by contract&quot;</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2015
Policy No. UB-6C38902-1-15
Endorsement No. 01
Premium

Insurance Company

Countersigned by ________________________________

DATE OF ISSUE: 02-24-2014  ST ASSIGN: 

Page 1 of 1
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision A.1. does not apply to any such entity that is an “insured” under any other liability “policy” providing “auto” coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

   (1) “Bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an “insured” under any other liability “policy” providing “auto” coverage.

3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an Insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

“Policy” as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from $2,000 to $5,000, and

2. In a.(4), the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered “auto,” any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

   a. $60 per day, in lieu of $20; subject to

   b. $1,800 maximum, in lieu of $500.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

   a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to Section III, Paragraph A.4.

   c. We will pay up to $500 for loss to Personal Property which is:
(1) Owned by an "insured"; and
(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to Section III, Paragraph A.4.: d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   (a) The number of days reasonably required to repair or replace the covered "auto"; or,
   (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:
   (a) Necessary and actual expenses incurred; or,
   (b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to Section III, Paragraph A.4.: 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your own "autos."

e. Such physical damage coverage for hired "autos" will:
   (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
   (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per "accident."

H. Airbag Coverage

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less.
Appendix B
Proposed Change Order 02
City of Gilroy
Engineering Division
7351 Rosanna St., Gilroy, CA 95020
Phone (408) 846-0450; Fax (408) 846-0429

CHANGE ORDER NO.002

To contract for: City of Gilroy Wayfinding Project Phase II RFP-PW-381

Contractor: Arrow Sign Company  Contract Date: 12/19/2017

This order shall become effective when it has been signed by the City Administrator, City Engineer, Project Engineer, and Contractor. All copies forwarded to Contractor for signature shall be returned to The City of Gilroy properly filled out. Upon acceptance by the City, the Contractor's copy will be returned to him as his authority to proceed with the work.

Description of Work

This change order provides for the following:

Item I:

1. A reduction of sign Type A4 from 4 ea. to 3 ea.
2. An addition of Sign Type A5 from 0 ea. To 1 ea.
   a. Sign location 81 shall be changed from Type A4 to Type A5 per the attached Exhibit A
3. A reduction of sign Type B1 from 22 ea. To 21 ea.
   a. Sign location 30 and 42 Type B1 shall be changed to Type B5.
   b. Sign location 41 Type B5 shall be changed to Type B1
4. An addition of Sign Type B2 from 7 ea. To 8 ea.
   a. Sign location 18 Type B2 shall be removed from the contract
   b. Sign location 77 Type B5 shall be changed to Type B2
   c. Sign location 49 Type B5 Shall be change to type B2
5. A reduction of sign Type B3 from 22 ea. To 17 ea.
   a. Sign locations 86, 98, 96, 97, 100, and 101 Type B3 shall be removed from the contract
   b. Sign location 78 Type B3 shall be changed to Type B5
   c. Sign Location 114 and 115 shall be added to Type B3
6. A reduction of sign Type B5 from 20 ea. To 19 ea.
   a. Sign location 30 and 42 Type B1 shall be changed to Type B5.
   b. Sign location 77 and 49 Type B5 shall be changed to Type B2
   c. Sign location 78 Type B3 shall be changed to Type B5
   d. Sign location 41 Type B5 shall be changed to Type B1
   e. Sign Location 20 and 22 Type B5 Shall be removed
   f. Sign Location 117 shall be added to Type B5
7. An addition of 11 break-away systems for the following sign locations per the attached Exhibit B
   a. Sign Locations 1, 2, 3, 4, 15, 16, 19, 29, 30, 31, and 34.

This shall bring the total number of signs to be furnished and installed to 69 each. The cost of this quantity changes shall be included in the lump sum change order cost below.

Item II:
The contractor shall cancel the professional liability insurance (errors and omissions insurance) as stated in the original contract, Article 5 Section D. It has been determined that the professional liability insurance will not be necessary for the works that the Contractor will be engaging in. This cancellation shall be in effect no later than 12/8/2017 per Exhibit C. The cost of this professional liability insurance shall be included in the lump sum change order cost below.

Item III:
The total cost for the performance bond not included in the original contract dated 6/30/2014 shall be included in the lump sum change order cost below per Article 4 Section D. This cost shall include all direct expenses as well as administration and overhead cost.

Item IV:
All civil engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal of the licensed civil engineer and shall include his or her name and license number. All final civil engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. All cost associated with this requirements shall be included in the lump sum change order cost below.

Item V:
All additional cost in relation to the demobilization and relocation of signs from the manufacturing facility to the storage facility shall be included in the lump sum change order cost below.

**Item VI:**
All additional cost associated with re-marking, resurveying, and Underground Service Alert (USA) coordination for all 69 signs shall be included in the lump sum change order cost below.

**Item VII:**
All additional cost associated with the storage and maintenance of the 69 signs from 6/30/2017 to 12/31/2017 shall be included in the lump sum change order cost below. Any additional cost incurred after 12/31/2017 shall be billed on a monthly basis at $242.00/month or $0.50 per square foot whichever is less.

**Item VIII:**
The project is set to be constructed in two phases. The 49 signs within the City and County right-of-way shall be installed in first phase while the other 20 signs within the CalTrans right-of-way shall be installed in the second phase. Phase one mobilization is included in the original contract and shall be performed at no additional cost to the City. All additional cost associated with the mobilization of phase 2 and other subsequent phases shall be billed at $1540 per phase.

**Item IX:**
All cost associated with the temporary traffic control set-up shall be included in the lump sum change order cost below. This temporary traffic control set-up shall be per the approved county encroachment permit and per the 2015 Caltrans standard plan T10 for shoulder closure and one-lane closure in Exhibit D. Any deviation from the documents mentioned above shall be billed on a force account basis. The Contractor shall obtain written approval from the City prior to incurring or billing of these expenses.

**Item X:**
The Contractor is required to participate in a preconstruction meeting with a professional archaeologist prior to the start of construction to familiarize with artifact and procedures when working in or near prehistoric archaeological site. Site supervisors and operators are required to attend this meeting. It is the Contractor responsibility to coordinate a one-time preconstruction meeting with the City prior to ground disturbing activities. All cost associated with this preconstruction meeting shall be billed on a force account basis.

**Item XI:**
In an event that the contractor discovers artifacts per the preconstruction meeting, all soil disturbing activities within the area shall be halted and the contractor shall contact the City and the dedicated professional archaeologist immediately. Any delay due to this encounter shall be tracked and paid for on a force account basis.

**Item XII:**
All costs associated with the modification and installation of the break-away systems per Exhibit B for the 25 signs at location 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, 33, 35, and 36 shall be included in the lump sum change order cost below. Any additional signs requiring break away systems shall be billed per the unit price below:
- Type B1 - $3,096 each
- Type B2 - $1,753 each
- Type B3 - $1,753 each

**Item XIII:**
All force account works shall be billed per the attached Labor Rate Exhibit E. All other equipment and labor cost not covered in Exhibit E shall be billed per the current CalTrans Equipment Rental Rates and Labor Surcharge. The Contractor shall obtain written approval from the City prior to incurring or billing of these expenses. Copies of pertinent financial records, including invoices and time-cards will be included with the submission of billings for these expenses. Any works proceeded without prior approval from the City shall be the responsibility of the Contractor and the Contractor shall not hold the City responsible for the cost associated with these expenses.

**Item XIV:**
This change order extends the term of the agreement for services between the City and the Contractor dated June 30, 2017 to June 30, 2018.

All requirements of the original Contract Documents shall apply to the above work except as specifically modified by this Change Order. The contract time shall not extend unless expressly provided for in this Change Order.

By signing this Change Order, Contractor acknowledges and agrees that the adjustments to cost and time contained herein are in full satisfaction and accord, and are accepted as payment in full, for any and all costs and expenses associated with this Change Order, (the “Extra Work”), including but not limited to labor, materials, overhead and profit, delay, disruption, loss of efficiency and any and all other direct and/or indirect costs or expenses associated with the Extra Work and hereby waives any right to claim any further cost and time impacts at any time during and after completion of the Contract associated with the Extra Work.
Arrow Sign Company hereby agree to make the above changes subject to the terms of this Change Order for the NET INCREASE of $114,218.20.

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CONTRACTOR

PRINT NAME AND TITLE

Date: __________________________

RECOMMENDED BY:

<table>
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<tr>
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<th>Date</th>
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<tr>
<td>Construction Manager</td>
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<tr>
<td>City Engineer</td>
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<td>Project Engineer</td>
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ACCEPTED BY:

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Exhibit A

Sign A5
Exhibit B

Break-Away Systems
8.A.b

Packet Pg. 94

Attachment: Exhibit B Proposed CO 2 (1474: Wayfinding Signs Contract Amendment)

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**Pole-Safe Model 5100**

Breakaway Support System for Light Poles

**Coupling and Anchor Details**

- **1"-8 UNC (25mm) Nut**
- **Flat Washer 3x28x51mm**
  
  \( (1/8"x1-1/8"x2") \)
- **Pole Base Plate**
  
  (See Pole Details)
- **Flat Washer 3x28x51mm**
  
  \( (1/8"x1-1/8"x2") \)
- **Upper Wrench Flats**
- **Pole-Safe Model No. 5100 Breakaway Support Coupling 1"-8 UNC (25mm) External Threads, Both Ends, Typical**
- **Lower Wrench Flats**
- **Galvanized Steel Shim, 14g and/or 18g Thickness**
  
  (if required for leveling)
- **Top of Concrete Foundation**
- **Stainless Steel Flat Washer 3x27x54mm**
  
  \( (1/8"x1-1/16"x2-1/2") \)
  
  (welded to Anchor)
- **Stainless Steel Threaded Ferrule 1"-8 UNC (25mm) Threads**
  
  Depth=29mm (1-1/8"), minimum
- **Transpo Type B Anchor**
- **Steel Wire, 11mm (7/16") Diameter (4 per Anchor)**
- **Closed Wire Coil, 37mm**
  
  \( (1-7/16") O.D., 51mm (2") Long, 6 Revolutions \)
- **57mm (2-1/4")**

**Plan View**

**Skirt Details**

- **Skirt Panel, Aluminum Sheet 1.6mm (1/16") Thick**
  
  (Typical, 4 per Skirt)
- **Bolt Circle Diameter See Pole Base Plate and Foundation Details for Anchor and Coupling Layout**
- **Stainless Steel Sheet Metal Screw #10x10mm (10x3/8")**
  
  (Typical, 8 per Skirt)

**Elevation View**

**Skirt Panel Overlap Configuration**

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**NOTE:** All dimensions are in millimeters (inches) unless otherwise noted.

---

**Transpo Industries Inc.**

20 Jones Street
New Rochelle, NY 10801
914-636-1000
www.transpo.com

Pole-Safe System - For Light Poles

Scale: Not To Scale

Date: October 2012

Drawing No. PS-5100-1

Sheet 1 of 1

Patent Nos. 5,474,408 and 6,056,471
INSTALLATION INSTRUCTIONS:

1. Fabricate a flat, rigid template with four (4) 1" (25mm)-diameter holes located to match the specified bolt pattern of the pole base plate.

2. Attach four (4) Pole-Safe Type B Female Anchors to template using four (4) 1" (25mm)-diameter bolts. Ensure that each Anchor Washer is flush and snug against the bottom of the template.

3. Lower Anchor Assembly into fresh concrete foundation, and vibrate into position such that the tops of the Anchor Washers are flush with the finished top surface of the foundation.

4. Support template such that all Anchors are level and in their proper positions.

5. Allow concrete to cure, and then remove bolts and template from the top of the foundation.

PHYSICAL PROPERTIES:

1. Minimum Ultimate Tensile Load = 267 kN (60.0 kips) per Anchor.

2. Actual Pullout Strength depends on foundation design and concrete properties.
Pole-Safe® Model No. 5100
Breakaway Support System for Light Poles

INSTALLATION INSTRUCTIONS

NOTE: Proper Installation is essential for the Pole-Safe Breakaway Support System to function correctly as designed.

Anchor Assembly:
1. Fasten Transpo® Type B Female Anchors to a rigid template pre-fabricated to match the specified bolt circle.
2. Lower entire anchor assembly into the fresh concrete foundation, and vibrate assembly into place, such that the anchors are in the proper location to match the holes in the pole base plate. Ensure that all anchors are level and that the tops of the individual anchors and the bottom of the template are flush with the finished top surface of the foundation.
3. Allow foundation to fully cure, and remove template from the anchors.

Coupling Assembly:
1. Surface of foundation around anchors must be smooth, flat and free of debris.
2. Thread Pole-Safe couplings into Transpo® Type B Female Anchors.
3. If needed, shims are provided for leveling of the pole base plate, and may be installed at the base of the coupling(s). No more than 2 shims shall be installed on any one coupling. For larger adjustments that may be required, install no more than one additional flat washer under the base plate, on the top shank of the coupling(s).
4. Use lower wrench flats to tighten Pole-Safe couplings into the anchors. Secure couplings as tight as possible using conventional wrenches. Do not use a pipe wrench. Couplings must be seated squarely on top of the anchors.
5. Install a flat washer on top of each Pole-Safe coupling, and set the pole with base plate on top of the couplings.
6. Install a flat washer and nut on to each coupling extended through the pole base plate. If pole is not plumb, install shims and/or washers for proper leveling as described in Step 3 above.
7. Tighten each nut on to pole base plate. Pole-Safe couplings must be held with an additional wrench on the upper wrench flats to prevent an induced torque stress across the necked portion of the couplings. Nuts shall be tightened using the turn-of-nut method in accordance with American Institute of Steel Construction (AISC) procedures (1/3 rotation past “snug tight”).

Transpo Industries, Inc., 20 Jones Street, New Rochelle, NY 10801-6098
Phone: 914-636-1000   Fax: 914-636-1282
www.transpo.com
SPECIFICATIONS

Performance Criteria:

1. Double-Neck™ Pole-Safe® conforms to AASHTO
   “Standard Specifications for Structural Supports for
   Highway Signs, Luminaires and Traffic Signals.”

2. Double-Neck™ Pole-Safe® has been crash-tested and
   FHWA approved in accordance with the requirements of
   NCHRP Report 350, “Recommended Procedures for the
   Safety Performance Evaluation of Highway Features.”

3. Maximum Allowable Pole Mass = 450 kg (992 lb) (total,
   including fixtures).

Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips),
   minimum.

2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.

3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips),
   minimum.

4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips),
   maximum.

Corrosion Protection:

1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, and
   washers are galvanized after fabrication in accordance
   with ASTM A153. All leveling shims are galvanized after
   fabrication in accordance with ASTM A653.

Pole-Safe® Model No. 5100
Breakaway Support System for Light Poles

Melted and Manufactured in the USA
Patent Nos. 5,474,408 & 6,056,471 1/14

Attachment: Exhibit B Proposed CO 2 (1474: Wayfinding Signs Contract Amendment)
SPECIFICATIONS

Physical Properties:
1. Ultimate Tensile Load = 267 kN (60.0 kips) minimum per Anchor.
2. Actual Pullout Strength depends on foundation design and concrete properties.

Installation Instructions:
See other side of page for typical installation diagrams.
1. Fabricate flat steel or wood template with four (4) 25 mm (1") diameter holes located to match the specified bolt pattern of the Break-Safe brackets attached to the signpost.
2. Attach four (4) Break-Safe® Type B Female Anchors to template using four (4) 25 mm (1") diameter bolts. Ensure that each Anchor Washer is flush and snug against the bottom of the template.
3. Lower Anchor Assembly into fresh concrete foundation, and vibrate into position such that the tops of the Anchor Washers are flush with the finished top surface of the foundation.
4. Support template such that all Anchors are level and in their proper locations.
5. Allow concrete to cure, and then remove bolts and template from the top of the foundation.

Transpo® Type B Female Anchor
for use with Pole Safe® Model No. 5100 and 5125
Breakaway Support System for Light Poles

Melted and Manufactured in the USA

20 Jones Street
New Rochelle, NY 10801
914-636-1000
www.transpo.com

Attachment: Exhibit B Proposed CO 2 (1474 : Wayfinding Signs Contract Amendment)
Exhibit C
Professional Liability Insurance Cancellation
Re: Professional Liability Cancellation

Nicole,

Thank you for your continuous support for the Wayfinding Project. The City has reviewed your letter dated 10/16/2017 and agreed to cancel the professional liability insurance (errors & omissions) as stated in the original contract, Article 5 Section D. It has been determined that the professional liability insurance will not be necessary for the works that Arrow will be engaging in. This cancellation shall be in effect no later than 12/8/2017.

The City is looking forward to receiving the cancellation confirmation. Additionally, we are still waiting on the decision from the city council regarding the global contract amendment. As stated earlier on, we do have this on the council agenda for January 8th, 2018. The city will continue to provide you update regarding this decision.

Sincerely,

Nirorn Than, Engineer I
Exhibit D

Typical Temporary Traffic Control Plan
Table 6H-1(CA). Index to Typical Applications

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<thead>
<tr>
<th>Typical Application Description</th>
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<tr>
<td>Shoulder Closure on Urban (Low Speed) Locations to Accommodate Bicyclists</td>
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<td>Lane Closure on Freeway, Expressway, Rural and Urban (High Speed) Locations to Accommodate Bicyclists</td>
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<td>Detour for Bike Lane on Roads with Closure of One Travel Direction</td>
<td>TA-103(CA)</td>
</tr>
<tr>
<td>Right Lane and Bike Lane Closure on Far Side of Intersection</td>
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<td>Work Within the Traveled Way of a Two-Lane Highway (see Section 6G.10)</td>
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<td>Lane Shift on Road with Low Traffic Volumes</td>
<td>TA-105(CA)</td>
</tr>
</tbody>
</table>

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

- Arrow board
- Arrow board support or trailer (shown facing down)
- Changeable message sign or support trailer
- Channelizing device
- Crash cushion
- Direction of temporary traffic detour
- Direction of traffic
- Flagger
- High-level warning device (Flag tree)
- Longitudinal channelizing device
- Luminaire
- Pavement markings that should be removed for a long-term project
- Shadow vehicle
- Sign (shown facing left)
- Surveyor
- Temporary barrier
- Temporary barrier with warning light
- Traffic or pedestrian signal
- Truck-mounted attenuator
- Type 3 barricade
- Warning light
- Work space
- Work vehicle
Table 6H-3. Recommended Advance Warning Sign Minimum Spacing

<table>
<thead>
<tr>
<th>Road Type</th>
<th>Distance Between Signs**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Urban (low-speed) - 25 mph or less***</td>
<td>100</td>
</tr>
<tr>
<td>Urban - more than 25 mph to 40 mph***</td>
<td>250</td>
</tr>
<tr>
<td>Urban (high-speed) - more than 40 mph***</td>
<td>350</td>
</tr>
<tr>
<td>Rural</td>
<td>500</td>
</tr>
<tr>
<td>Expressway / Freeway</td>
<td>1,000</td>
</tr>
</tbody>
</table>

* Speed category to be determined by the highway agency.
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)
*** Posted speed limit, off-peak 85th-percentile speed prior to work starting, or other anticipated operating speed in mph.

Table 6H-4. Formulas for Determining Taper Length

<table>
<thead>
<tr>
<th>Speed (S)</th>
<th>Taper Length (L) in feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 mph or less</td>
<td>( L = \frac{WS^2}{60} )</td>
</tr>
<tr>
<td>45 mph or more</td>
<td>( L = WS )</td>
</tr>
</tbody>
</table>

Where: 
- \( L \) = taper length in feet
- \( W \) = width of offset in feet
- \( S \) = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph.
Table 6H-4(CA). Taper Length Criteria for Temporary Traffic Control Zones
(for 12 feet Offset Width)

<table>
<thead>
<tr>
<th>Speed* S (mph)</th>
<th>Minimum Taper Length** for Width of Offset 12 feet (W)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Merging L (feet)</td>
</tr>
<tr>
<td>20</td>
<td>80</td>
</tr>
<tr>
<td>25</td>
<td>125</td>
</tr>
<tr>
<td>30</td>
<td>180</td>
</tr>
<tr>
<td>35</td>
<td>245</td>
</tr>
<tr>
<td>40</td>
<td>320</td>
</tr>
<tr>
<td>45</td>
<td>540</td>
</tr>
<tr>
<td>50</td>
<td>600</td>
</tr>
<tr>
<td>55</td>
<td>660</td>
</tr>
<tr>
<td>60</td>
<td>720</td>
</tr>
<tr>
<td>65</td>
<td>780</td>
</tr>
<tr>
<td>70</td>
<td>840</td>
</tr>
<tr>
<td>75</td>
<td>900</td>
</tr>
</tbody>
</table>

* - Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph.

** - For other offsets use the following merging taper length formula for L:
For speeds of 40 mph or less, L = WS/60
For speeds of 45 mph or more, L = WS

Where:  
L = taper length in feet  
W = width of offset in feet  
S = posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

*** - Maximum downstream taper length is 100 feet. See Section 6C.08.
Figure 6H-3. Work on the Shoulders (TA-3)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.
Figure 6H-30. Interior Lane Closure on Multi-lane Street (TA-30)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.
Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

A - LONG-TERM AND INTERMEDIATE

B - SHORT-TERM

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.
Exhibit E

Prevailing Labor Rate
## Prevailing Labor Rate

**15-Jun-16**

<table>
<thead>
<tr>
<th>Lift Type</th>
<th>Labor Description</th>
<th>1 Man Payment</th>
<th>2 Men Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>166' Boom</strong> (3 Hours Minimum)</td>
<td></td>
<td>$224.00 per hour</td>
<td>$368.00 per hour</td>
</tr>
<tr>
<td>Lifts:</td>
<td></td>
<td>2 HOURS MINIMUM EXCEPT 166'</td>
<td></td>
</tr>
<tr>
<td>Services:</td>
<td></td>
<td>2 HOURS MINIMUM</td>
<td></td>
</tr>
<tr>
<td><strong>100' Boom</strong></td>
<td></td>
<td>$189.00 per hour</td>
<td>$333.00 per hour</td>
</tr>
<tr>
<td><strong>52' 64' 74' 85' Boom</strong></td>
<td></td>
<td>$179.00 per hour</td>
<td>$323.00 per hour</td>
</tr>
<tr>
<td><strong>Pick Up</strong></td>
<td></td>
<td>$169.00 per hour</td>
<td>$313.00 per hour</td>
</tr>
</tbody>
</table>

### Labor Rates
- **Permits Labor**
  - Salesperson: $100.00 per hour
  - Administrator: $85.00 per hour
- **Crew Time**
  - Per Man: $144.00 per hour
- **Overtime**
  - Per Man: $60.00 per hour

**Fuel Surcharge:** Add 5% to all field labor rates
Agenda Item Title: Approval of Five Year City-Wide Parks and Landscape Maintenance Contract

Meeting Date: January 8, 2018

From: Gabriel Gonzalez, City Administrator

Department: Public Works Department

Submitted By: Girum Awoke

Prepared By: Girum Awoke

RECOMMENDATION

Award a contract for City-Wide Parks & Landscape Maintenance Services, Project No. 17-RFP-PW-397, and authorize the City Administrator to execute a five-year contract in the annual amount of $935,007 with Jensen Landscape.

EXECUTIVE SUMMARY

The City of Gilroy currently contracts with BrightView LLC to provide parks and landscape maintenance of approximately 23 sound walls, medians, and islands, 8 city buildings with landscaped areas, 15 parks, 11 downtown landscaped areas, and 16 water facility sites. The current contract will expire on March 31, 2018. The Department of Public Works has solicited proposals for the continuation of this service for the City’s existing park and landscaped facilities. The 2017 contract scope of services has been increased to include 6 new park and landscape maintenance sites as well as increased landscape maintenance services for 16 Water Division facilities. Qualifications and Proposals were received from landscaping contractors and the most qualified contractor has been selected. The annual contract price from the successful contractor, Jensen Landscape, will be $935,007. Approval of this contract is requested.
BACKGROUND

The City of Gilroy has made use of landscape contract maintenance services for more than fifteen years, adding additional facilities and services to the contract as the city has grown and constructed additional parks, landscaped roadways, public trails, or other facilities that have required landscape maintenance services. These routine services include plant care, tree care, weeds and other pest control, litter pick up, irrigation maintenance, and general maintenance such as seasonal leaf removal. The five year City-Wide Park and Landscape maintenance contract has ended and a new contract needs to be put in place by April 2018.

ANALYSIS AND DISCUSSION

The City of Gilroy is experiencing growth in population and new residential developments and associated public facilities such as parks and recreational areas. The City will assume the responsibility of maintaining these new parks and public facilities. As a result, the current contract scope of services has been increased to include six new park and landscape maintenance sites. The new landscaped City sites include:

1. Cydney Casper Park next to Las Animas School,
2. Hecker Park Pass on Third Street extension,
3. Village Green mini park at Third and Santa Teresa Blvd,
4. Traffic Circle at Third and Santa Teresa Blvd.,
5. Hecker Pass Linear Park and Class I Bike Trail, and the
6. Hecker Pass Welcome Mini Park at Hecker pass and Santa Teresa Blvd.

In addition, there is increased need to maintain landscaping in water facilities such as reservoirs, well site, and pump station locations.

A two part RFQ/RFP contractor selection process was used to select the most qualified and financially responsible contractor. The same process was used in 2012 to solicit proposals for maintenance services from qualified contractors. In August 2017 a Request for Qualifications (RFQ) was advertised in the Gilroy Dispatch and San Jose Mercury News, and on the City’s web site. On September 8, 2017, Request for Qualification documents was submitted by 8 contractors.

Based on the evaluations of contractor qualification, two separate Requests for Proposals (RFP) packages were issued to four short listed vendors: one RFP for the Citywide Landscape maintenance services contract and another for the Community Facilities District (CFD) maintenance contract. Vendors had the option of submitting proposals for either the Citywide Landscape maintenance services contract or the Community Facilities District (CFD) maintenance contract, or both.

Five technical and price proposals were received on November 16, 2017. The proposals were evaluated by a five person City evaluation committee consisting of a finance supervisor, a recreation supervisor, and three park staff members. Selection committee members also evaluated the initial RFQ submittals.
A mandatory half-day RFP Preliminary Review Meeting was held at the City Yard with all RFQ contract finalists on October 26th. The RFP review was followed by site tours of contractor headquarters and one or more current maintenance reference sites during November 6-8, 2017. The selection committee held formal contract team interviews on November 29th at City Hall.

References for each finalist were contacted. The state contract license records of each finalist were reviewed and company’s workman’s compensation safety record was also reviewed. The firms were rated using six criteria, including the firms proposed cost of services, the firm’s ability to provide sufficient resources to meet the needs of the city, the safety record of each firm, the proximity of each firms resources to the City of Gilroy’s contract maintenance sites, each firms demonstrated personnel expertise and experience in providing like services, and comments received from each of the firm’s references.

Based on the evaluation committee’s review of each proposal, Jensen Landscape is recommended as the top ranked landscape services contactor. The result of the review among the top candidates is very close which a sign of competitive service quality and pricing. The selection committee recognizes that Jensen provided an excellent service proposal plan, presented the best project contract team, and brought direct contract work experience history with Gilroy. The proposed annual contract fees under this proposed agreement is $935,007.

**FISCAL IMPACT/FUNDING SOURCE**

Prior to 2008, the City-wide Park and landscape contract value was $669,552 per year. The current amended 2012 contract value for FY 17 is $734,048. The proposed contract price is $935,007. The following table shows the price breakdown and comparison to 2017 contract prices:

<table>
<thead>
<tr>
<th>Type of facility/Price category</th>
<th>Number</th>
<th>2018 Contract</th>
<th>2012-2017</th>
<th>2018 Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound walls/Medians/islands</td>
<td>26</td>
<td>36</td>
<td>$89,090</td>
<td>$213,816</td>
</tr>
<tr>
<td>Civic Building/Areas</td>
<td>8</td>
<td>15</td>
<td>$50,154</td>
<td>$76,343</td>
</tr>
<tr>
<td>Parks</td>
<td>16</td>
<td>20</td>
<td>$298,452</td>
<td>$419,314</td>
</tr>
<tr>
<td>Downtown (3rd - 8th)</td>
<td>12</td>
<td>16</td>
<td>$37,906</td>
<td>$132,614</td>
</tr>
<tr>
<td>new sites - ex and new</td>
<td>11</td>
<td>NA</td>
<td>$69,830</td>
<td>NA</td>
</tr>
<tr>
<td>On call services</td>
<td></td>
<td></td>
<td>$23,440</td>
<td>$38,600</td>
</tr>
<tr>
<td>Amendments to original contract adding several</td>
<td>7 amendments</td>
<td>NA</td>
<td>$165,176</td>
<td></td>
</tr>
</tbody>
</table>
ongoing services | Downtown flower baskets; irrigation repair | NA | $ 54,320

| Total contract value | $ 734,048 | $ 935,007

The contract price reflects the increased scope of services as well as the current market price for these services. This contract is primarily funded out of the General Fund. The contract will also provide for landscape maintenance at water supply sites. The price for the water sites will be $10,260 per year which is an increase of approximately $6,000 per year. Expenditures for Water Division sites are funded by the Water Enterprise Fund and there are sufficient funds to pay for this additional cost.

**BUDGET CONSIDERATION**

The FY 18 and FY 19 contractual services budget expenditure is $932,402. While the city wide landscaping contract is the major expenditure out of this account, this account will also pay for other contractual services such as park security, rental of additional park amenities as well as outside maintenance and repair services for park facilities. Taking into consideration the proposed landscaping contract price, the total estimated cost for all these costs is approximately $1,065,000. The following table summarizes funding and cost information:

<table>
<thead>
<tr>
<th>FY 18 Budget</th>
<th>FY 18 Contract Cost</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 932,402</td>
<td>$ 914,288</td>
<td>$ 18,114</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 19 Budget</th>
<th>FY 19 Contract Cost</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 932,402</td>
<td>$ 1,065,000</td>
<td>$(132,598) - Ongoing GF Budget Costs</td>
</tr>
</tbody>
</table>

Given the additional number and type of facilities that need to be serviced through this contract, and the cost of price escalation, the contractor’s proposed price seems reasonable. After further review of the adopted budget staff has identified available funding to absorb the increased amount without necessitating a budget amendment.

**CONCLUSION**

The City of Gilroy has used contract landscape maintenance services for more than fifteen years. Currently, the city contracts with BrightView LLC to provide parks and landscape maintenance. This contract is set to expire on March 31, 2018. Following a thorough solicitation, review and selection process, the Department of Public Works has identified Jensen Landscape as the top ranked landscape services contractor. Review of total estimated costs and available funding indicates that there will be sufficient funds to pay for these services. Staff is recommending award of the landscape maintenance contract to Jensen Landscape.
Attachments:
1. City of Gilroy-Signed City-Wide Contract-18
AGREEMENT FOR SERVICES

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

This AGREEMENT made this 4 day of January, 2018, between:

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

and CONTRACTOR: Jensen Landscape Services, LLC, having a principal place of business at 81983 Concourse Drive, San Jose, CA 95131.

TERM OF AGREEMENT

This Agreement will become effective on March 1, 2018 and will continue in effect through February 28, 2021 unless terminated in accordance with the provisions of Article 7 of this Agreement.

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

Initial

INDEPENDENT CONTRACTOR STATUS

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

SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

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

Method of Performing Services

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

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

Place of Work

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

COMPENSATION

Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in Exhibit “D” (“Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed $935,007.86.

Invoices

CONTRACTOR shall submit invoices for all services rendered.

Payment

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

Expenses

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

OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

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

Workers’ Compensation

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

Indemnification of Liability, Duty to Defend

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

Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY’S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

Assignment

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

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

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

Prevailing Wage

The CONTRACTOR agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage laws. The CONTRACTOR shall ensure that all subcontractors are informed and are required to pay prevailing wages in compliance with the California Labor Code and the regulations thereunder. It shall be the duty of the CONTRACTOR to post a copy of applicable prevailing wages at the job site. Prevailing wage information may be obtained at [www.dir.ca.gov](http://www.dir.ca.gov).

OBLIGATIONS OF CITY

Cooperation of City

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

Assignment

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

TERMINATION OF AGREEMENT

Sale of CONTRACTOR's Business/ Death of CONTRACTOR.

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR’s business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this Article 7.A shall be in writing and sent to the address for notices to
CONTRACTOR set forth in Exhibit A, Subsection V.H., no later than thirty (30) days after CITY’s receipt of such notice of sale.
If CONTRACTOR is an individual, this Agreement shall be deemed automatically terminated upon death of CONTRACTOR.
**Termination by City for Default of CONTRACTOR**

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

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

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

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

**Termination for Failure to Make Agreed-Upon Payments**

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

**Transition after Termination**

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

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.

Americans with Disabilities Act of 1990

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

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.

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.

Compliance with Laws

The CONTRACTOR shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONTRACTOR agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

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

**Entire Agreement**

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

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

**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.

**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.

**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.

**Time of the Essence**

All dates and times referred to in this Agreement are of the essence.
CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

CONTRACTOR:

Jensen Landscape Services, LLC

By: 

Name: Clint Christman
Title: District Manager

Social Security or Taxpayer Identification Number 204880717

Approved as to Form

City Attorney

CITY:

CITY OF GILROY

By:

Name: Gabriel Gonzalez
Title: City Administrator

ATTEST:

City Clerk
EXHIBIT "A"

SPECIFIC PROVISIONS

PROJECT MANAGER

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

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

NOTICE TO PROCEED/COMPLETION OF SERVICE

NOTICE TO PROCEED

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

COMPLETION OF SERVICES

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

PROGRESS SCHEDULE

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

PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONTRACTOR as provided for in Article 4 of this Agreement.
Direct expenses are charges and fees not included in Exhibit “B”. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONTRACTOR shall obtain written approval from CITY prior to incurring or billing of direct expenses.

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

OTHER PROVISIONS

STANDARD OF WORKMANSHIP

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

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, and 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.

RESPONSIBILITY OF CONTRACTOR

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

RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

NO PLEDGING OF CITY’S CREDIT.

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

OWNERSHIP OF MATERIAL.

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

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

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.
NOTICES.

Notices are to be sent as follows:

CITY:  Bill Headley, Parks Supervisor  
City of Gilroy  
7351 Rosanna Street  
Gilroy, CA 95020  

CONTRACTOR:  Clint Christman, District Manager  
Jensen Landscape Services, LLC  
1983 Concourse Drive  
San Jose, CA 95131

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.

DBE Program

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

Cost Principles

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

Covenant against Contingent Fees

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

Meeting Date: January 8, 2018

From: Gabriel Gonzalez, City Administrator

Department: Public Works Department

Submitted By: David Stubchaer

Prepared By: Girum Awoke

Strategic Plan Goals

☐ Financially Sustainable and High Performing

☒ Livable Community

☐ Grow the Economy

☐ Upgrade Infrastructure

☐ Vibrant Downtown

RECOMMENDATION

Award a contract for Community Facilities District Parks & Landscape Maintenance Services, Project No. 17-RFP-PW-398, and authorize the City Administrator to execute a five-year contract in the annual amount of $262,477 with Alpine Landscapes of Gilroy.

EXECUTIVE SUMMARY

The City of Gilroy currently contracts with BrightView LLC to provide landscape maintenance of three Community Facilities District (CFD) sites. The contract with BrightView will expire on March 31, 2018. The Department of Public Works put out solicitation for a new CFD contract in August 2017. After a selection process, Alpine Landscapes was selected as the most qualified contractor for providing the landscape maintenance services to best meet the City’s level of service. The proposed annual contract amount for CFD maintenance is $262,477. There are sufficient funds to pay for these services through the collection of CFD assessments.

BACKGROUND
New developments are required to include stormwater runoff Best Management Practices (BPM) which are mostly landscaped infiltration treatment facilities and control measures. The most common BMPs in Gilroy are bio-swales and bio-detention basins for managing stormwater runoff generated by developments. Best maintenance practice regulations require mechanical and no pesticide control of weeds, rodents and other vegetation. Manual trash and sediment removal is a routine service requirement including maintenance reports. In order to effectively manage these Stormwater management (SWM) treatment areas, Community Facilities District (CFD) sites have been created.

The Community Facilities District is a financing mechanism for developments that do not have HOA’s that would otherwise manage development required landscape elements. As such, the CFD contract cost is heavily impacted by the rigorous, manual maintenance required for these facilities.

The current contract with BrightView provides landscape maintenance for these three CFD sites in the city. Eight other park and landscape maintenance CFD sites are under construction or will soon be constructed and accepted for maintenance within the maintenance period. The CFD landscapes site maintenance expenses will be paid out of the CFD fund. Residential properties in the CFD areas are assessed the cost to maintain sites under the district financing procedures.

 ANALYSIS

As part of the CFD maintenance contract selection process, a two part RFQ/RFP was used, similar to what was done in 2012, to solicit proposals for maintenance services from qualified contractors. In August of 2017, a Request for Qualifications (RFQ) was advertised in the Gilroy Dispatch and San Jose Mercury News, and on the City’s web site. Seven vendors submitted Statement of Qualifications in response to the RFQ. In October 2017, five vendors were issued Request for Proposal (RFP) packages, based on their qualifications.

Three of the five top candidates submitted proposals on November 16th. The three proposals were evaluated by a five person City evaluation committee consisting of a finance supervisor, a recreation supervisor, and three park staff members. Selection committee members also evaluated the initial RFQ submittals.

A mandatory half-day RFP Preliminary Review Meeting was held at the City Yard with all RFQ contract finalists on October 26th. The RFP submittal review was followed by site tours of contractor headquarters and one or more current maintenance reference sites during November 6-8, 2017. The selection committee held formal contract team interviews on November 29th at City Hall.

References for each finalist were contacted. The state contract license records of each finalist were reviewed and company’s workman’s compensation safety record was reviewed.
The firms were rated using six criteria, including the firms proposed cost of services, the firm’s ability to provide sufficient resources to meet the needs of the city, the safety record of each firm, the proximity of each firms resources to the City of Gilroy’s contract maintenance sites, each firms demonstrated personnel expertise and experience in providing like services, and comments received from each of the firm’s references.

Based on the evaluation committee’s review of each proposal, Alpine Landscape is recommended as the top ranked landscape services contactor. Alpine Landscape’s proposal and references were excellent. They have good staff experience and expertise with a good training program and safety record. The Selection Committee felt Alpine provided the best service proposal plan with local staff response, presented the best project contract team, and brought excellent stormwater landscape management experience.

The proposed annual contract fees under this proposed agreement is $262,477.

**FISCAL IMPACT/FUNDING SOURCE**

The annual cost of contract services for the proposed contract will not exceed the adopted FY 18 Budget. FY 19 budget will need to be evaluated for the cost of added sites and add expenditure resources when we can determine when new CFD sites will need City care. Once this evaluation occurs, the amount of the CFD assessment may be adjusted to ensure that adequate revenues are generated to support CFD services.

Expenditure budgets are under two CFD funds and accounts 263-2600-0000-4215 (Deer Park) and 266-2600-0000-4215 (City Wide) CFD. There are sufficient funds to pay for this contract given that the FY 19 expenditure budget for both CFDs is $322,382.

It is not the intent of this contract to displace any permanent city staff positions. Should conditions change which would warrant a reduction in services, the scope of this contract could be reduced with appropriate notice to contractor.

**Attachments:**
1. Alpine Landscapes vendor signed CFD Contract updated 1-4-2018
AGREEMENT FOR SERVICES

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

This AGREEMENT made this 4 day of January, 2018, between:

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

and CONTRACTOR: Alpine Landscapes, having a principal place of business at 8595 Murray Ave., Gilroy, CA 95020.

TERM OF AGREEMENT

This Agreement will become effective on March 1, 2018 and will continue in effect through February 28, 2021 unless terminated in accordance with the provisions of Article 7 of this Agreement.

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

Initial

INDEPENDENT CONTRACTOR STATUS

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

SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

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

Method of Performing Services

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

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

Place of Work

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

COMPENSATION

Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in Exhibit “D” (“Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed $262,480.00.

Invoices

CONTRACTOR shall submit invoices for all services rendered.

Payment

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

Expenses

CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR’S costs of doing business. CITY shall not be
OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

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

Workers' Compensation

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

Indemnification of Liability, Duty to Defend

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

Insurance

In addition to any other obligations under this Agreement, CONTRACTOR shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof. As a condition precedent to CITY’S obligations under this Agreement, CONTRACTOR shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

Assignment

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

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

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

Prevailing Wage

The CONTRACTOR agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage laws. The CONTRACTOR shall ensure that all subcontractors are informed and are required to pay prevailing wages in compliance with the California Labor Code and the regulations thereunder. It shall be the duty of the CONTRACTOR to post a copy of applicable prevailing wages at the job site. Prevailing wage information may be obtained at www.dir.ca.gov.

OBLIGATIONS OF CITY

Cooperation of City

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

Assignment

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

TERMINATION OF AGREEMENT

Sale of CONTRACTOR’s Business/ Death of CONTRACTOR.

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

**Termination by City for Default of CONTRACTOR**

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

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

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

**Termination for Failure to Make Agreed-Upon Payments**

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

**Transition after Termination**

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

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.

Americans with Disabilities Act of 1990

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

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.

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.

Compliance with Laws

The CONTRACTOR shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONTRACTOR agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

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

Entire Agreement

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

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

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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.

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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.

Time of the Essence

All dates and times referred to in this Agreement are of the essence.
CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

CONTRACTOR:

Alpine Landscape

By: [Signature]
Name: Ryan Dinsmore
Title: President/Owner

Social Security or Taxpayer Identification Number 770295843

CITY:

CITY OF GILROY

By: [Signature]
Name: Gabriel Gonzalez
Title: City Administrator

Approved as to Form

City Attorney

City Clerk

ATTEST:

Packet Pg. 140
EXHIBIT “A”

SPECIFIC PROVISIONS

PROJECT MANAGER

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

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

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

COMPLETION OF SERVICES

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

PROGRESS SCHEDULE

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

PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONTRACTOR as provided for in Article 4 of this Agreement.
Direct expenses are charges and fees not included in Exhibit "B". CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONTRACTOR shall obtain written approval from CITY prior to incurring or billing of direct expenses.

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

OTHER PROVISIONS

STANDARD OF WORKMANSHIP

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

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, and 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.

RESPONSIBILITY OF CONTRACTOR

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

RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

NO PLEDGING OF CITY’S CREDIT.

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

OWNERSHIP OF MATERIAL.

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

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

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.
NOTICES.

Notices are to be sent as follows:

CITY: Bill Headley, Parks Supervisor
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: Ryan Dinsmore, President/Owner
Alpine Landscapes
8595 Murray Avenue
Gilroy, CA 95020

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.

DBE Program

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

Cost Principles

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

Covenant against Contingent Fees

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
Agenda Item Title: Adoption of an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30 (introduced 11/20/17 with a 4-3 vote; Council Members Tovar, Leroe-Munoz and Tucker voting no)

Meeting Date: January 8, 2018

From: Gabriel Gonzalez, City Administrator

Department: Community Development Department

Submitted By: Kristi Abrams

Prepared By: Kristi Abrams

Strategic Plan Goals

☐ Financially Sustainable and High Performing  ☐ Livable Community  ☐ Grow the Economy

☐ Upgrade Infrastructure  ☐ Vibrant Downtown

RECOMMENDATION

Motion to adopt an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30.

BACKGROUND

At a meeting on November 20, 2017, the City Council voted four to three, with Councilmembers Leroe-Muñoz, Tovar and Tucker voting no, to introduce an ordinance amending Chapter 30 of the Gilroy City Code pertaining to accessory dwelling units (ADUs). The amendment establishes a new article identifying development standards and review processes specific to ADUs and clean-up of other City Code sections for consistency with state law.
Attachments:
1. 11/20/2017 City Council Agenda Report Corrected (report only)
2. Recommended Ordinance
Agenda Item Title: Introduction of an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30 (Public hearing held 11/6/17 with a 4-3 vote; Council Members Tovar, Leroe-Munoz and Tucker voting no)

Meeting Date: November 20, 2017

From: Gabriel Gonzalez, City Administrator

Department: Community Development Department

Submitted By: Kristi Abrams

Prepared By: Susan O'Strander

Strategic Plan Goals

☐ Financially Sustainable and High Performing  ☒ Livable Community  ☐ Grow the Economy

☐ Upgrade Infrastructure  ☐ Vibrant Downtown

RECOMMENDATION

a) Motion to read the ordinance by title only, and waive further reading; and,

b) Motion to introduce an Ordinance of the City Council of the City of Gilroy to Add to the Gilroy City Code Chapter 30, Article 54 Pertaining to the Ministerial Approval of Accessory Dwelling Units and Amending the Gilroy City Code, Chapter 30, Sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30

EXECUTIVE SUMMARY

The City Council is requested to consider an amendment to Chapter 30 of the Gilroy City Code pertaining to accessory dwelling units (ADUs). The proposed amendment establishes a new article identifying development standards and review processes specific to ADUs, and clean-up of other City Code sections for consistency with state law.
Adoption of the recommended amendment will address an immediate need to ensure the City Code complies with State law. As directed by City Council, a more comprehensive review of the City’s ADU standards will be conducted as part of the comprehensive citywide zoning ordinance update in conjunction with the General Plan Update process.

BACKGROUND

At a meeting on November 6, 2017, the City Council considered proposed text changes to bring the City’s regulations into compliance with State legislation pertaining to ADUs. (see Attachment 1). The Council discussed the proposed changes including the size of units, potential parking and noise impacts, and maintaining quality of life in the community.

While some Council members agreed that the current maximum size (i.e. 600 square feet and 1-bedroom) should not be exceeded, other Council members were supportive of larger ADUs. A known concern associated with increasing the unit size that staff raised is the applicability of impact fees. Specifically, impact fees are currently not applied to units that are 600 square feet or less. However, full impact fees (of $34,000 to $48,000) would be assessed on ADUs larger than 600 square feet.

Another concern associated with increasing the current ADU size and bedroom count is the potential to add traffic and parking impacts. Noise is a related concern that may accompany a possible increase in number of persons living at a particular location. These impacts were unknown at the time of the November 6th Council meeting as the size increase was not evaluated under the California Environmental Quality Act (CEQA). Staff recommended that a more thorough analysis of potential impacts to the surrounding community and quality of life related to larger ADUs be conducted as part of a comprehensive zoning ordinance update at a later date.

Clarification during Council’s deliberation also included occupancy of the units. Specifically, the Mayor indicated it was important to require owner occupancy of one of units (either the primary residence or ADU). Several Council members agreed that owner occupancy onsite would help to retain community quality of life. As such, the following language, shown in underline, has been added to the recommended ordinance under section 30.54.30, Development Standards for Accessory Dwelling Units:
(a) The accessory dwelling unit must not be intended for sale separate from the primary residence, but may be rented for periods not less than 30 days. Prior to the issuance of the building permit for the accessory dwelling unit, the owner-occupant must record a deed restriction stating that the accessory dwelling unit must not be rented for periods less than 30 days and stating that either the primary residence or the accessory dwelling unit must be owner-occupied.

The proposed ordinance clarifies a ministerial review process for ADUs is (i.e. building permit), which must be approved within 120 days after the City receives the application. Pursuant to State law, architectural specifications are included in the ordinance including limited discretionary review, which is allowed for ADUs located within a historic site or neighborhood combining district.

As directed by staff at the November 6th meeting, staff anticipates presenting the City Council with a subsequent presentation on an ADU amendment in Spring 2018.

At the November 6th meeting, the City Council, in a vote of 4-3, gave staff direction to return with the recommended ADU ordinance, with the inclusion of an owner occupancy requirement.

**ALTERNATIVES**

The City Council may take action on the recommended ordinance amendment, to immediately implement ADU standards that are consistent with state regulations. **This is the recommended action.**

Alternatively, the City Council may choose to not adopt the proposed recommended ordinance amendment, which would allow all provisions of SB 1069 and AB 2299 to remain in effect. This action would result in sections of the City Code remaining out of compliance and would also allow ADUs up to the maximum extent provided under the State law (e.g. 1200 square feet in size, up to 35 feet high in R1 and R2 zone districts). **This action is not recommended.**

**NEXT STEPS**

The proposed amendment to Chapter 30 of the Gilroy City Code pertaining to ADUs is presented to the City Council for introduction at this meeting. Should the City Council accept the recommended ordinance amendment, the ordinance will be scheduled for
adoption at the next regular meeting on December 4th and will be effective 30 days thereafter.

**Attachments:**

1. Zoning Ordinance Amendments in Track Changes
2. Recommended Ordinance
ORDINANCE NO. 2017-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY TO ADD TO THE GILROY CITY CODE CHAPTER 30, ARTICLE LIV, PERTAINING TO THE MINISTERIAL APPROVAL OF ACCESSORY DWELLING UNITS, AND AMENDING THE GILROY CITY CODE, CHAPTER 30, SECTIONS 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, AND 30.39.30, FILED BY THE CITY OF GILROY, 7351 ROSANNA STREET, GILROY, CA 95020.

WHEREAS, the City of Gilroy has adopted accessory dwelling unit development standards, currently located at Gilroy City Code, section 30.11.10, subdivision (c), footnotes 1 and 4; and

WHEREAS, the State adopted Senate Bill (SB) 1069 and Assembly Bill (AB) 2299, effective January 1, 2017, which mandate that cities ministerially approve accessory dwelling units according to criteria adopted by the city as well as conditions required by the State; and

WHEREAS, in order to comply with SB 1069 and AB 2299, the proposed ordinance would add Article LIV to Chapter 30 of the Gilroy City Code, and modify sections 30.2.20, 30.4.10, 30.4.20, 30.5.40, 30.11.10, 30.31.21, 30.39.10, and 30.39.30 of the Gilroy City Code pertaining to the ministerial approval of accessory dwelling units.

WHEREAS, the Planning Commission of the City of Gilroy has considered the Zoning Ordinance Amendment request (Z 17-06), in accordance with the Gilroy Zoning Ordinance, and other applicable standards and regulations; and

WHEREAS, the Planning Commission of the City of Gilroy held a public hearing on September 7, 2017 to consider the request and reviewed written materials and oral comments related to the proposed code amendments; and

WHEREAS, the subject Gilroy City Code amendments are covered under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines as an activity that can be seen with certainty to have no possibility for causing a significant effect on the environment; and

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

Article LIV, “Accessory Dwelling Units” is hereby added to the Gilroy City Code, Chapter 30, and reads as follows:

“ARTICLE LIV. ACCESSORY DWELLING UNITS.

30.54.10 Statement of Intent

The intent of this article is to provide for accessory dwelling units on lots developed or proposed to be developed with a single-family dwelling. 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 Reducing Barriers to Constructing Accessory Dwelling Units

The approval of a building permit to construct an accessory dwelling unit shall not be subject to the following:

(a) No passageway will be required in conjunction with the construction of an accessory dwelling unit.

(b) An accessory dwelling unit will not be required to provide fire sprinklers unless they are required for the primary residence.

(c) 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.

30.54.30 Development Standards for Accessory Dwelling Units

An application for a building permit to construct an accessory dwelling unit will be ministerially approved within 120 days after the City receives the application if the proposed accessory dwelling unit meets all of the following conditions to the satisfaction of the Community Development Director:

(a) The accessory dwelling unit must not be intended for sale separate from the primary residence, but may be rented for periods not less than 30 days. Prior to the issuance of the building permit for the accessory dwelling unit, the owner-occupant must record a deed restriction stating that the accessory dwelling unit must not be rented for periods less than 30 days and stating that either the primary residence or the accessory dwelling unit must be owner-occupied.

(b) The accessory dwelling unit must be located on a parcel that is designated as an RR, R1 or RH zoning district, an R2 zoning district if the parcel is currently developed...
with only one (1) single-family dwelling and the accessory dwelling unit takes the place of any future second dwelling unit on the property, or an ND zoning district in which such use is allowed in accordance to the master plan or specific plan adopted for the neighborhood district area in which the parcel is located.

(c) The accessory dwelling unit must be located on a parcel that is occupied by an existing single-family residence, and that single-family residence must have at least two parking spaces that comply with the requirements of Article XXXI, “Off-Street Parking Requirements.” At least one of these spaces must be covered.

(d) In addition to the required off-street parking spaces for the existing single-family residence, one (1) off-street parking stall is required for the accessory dwelling unit. The additional parking stall must comply with parking stall dimensions per Section 30.31.40 of the City Code. The additional parking stall may be covered or uncovered, and may be provided as tandem parking on a driveway that otherwise complies with the setback and paving requirements set forth in Article XXXI of Chapter 30 of the City Code. 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 located within one-half mile of a public transit station, such as a bus stop or train station.
2. The accessory dwelling unit is located within an architecturally and historically significant historic district.
3. The accessory dwelling unit is contained within the existing space of the single-family residence or an accessory structure.
4. The accessory dwelling unit is located in an area where on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
5. When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) The accessory dwelling unit can either be attached to the existing single-family unit or located within the living area of the existing single-family unit, or detached from the existing single-family unit and located on the same lot as the existing single-family unit. Detached accessory dwelling units must be limited to a single story unless the unit is built above an existing detached garage. Outside stairways serving a second story accessory dwelling unit shall not be constructed on any building elevation facing a public street.

(f) The accessory dwelling must be limited to a one-bedroom unit with an overall floor area, garage areas excluded, not to exceed 600 square feet. The floor area of an attached accessory dwelling unit must not exceed 50 percent of the existing living area of the single-family unit.
(g) 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.

(h) The maximum height for a single-story accessory dwelling unit must be fifteen (15) feet. The maximum height for the total structure of an accessory dwelling unit located above a garage must be twenty-four (24) feet.

(i) An accessory dwelling unit must conform to the setback requirements generally applicable to residential construction in the zoning district in which the property is located, subject to the following:

1. A setback of six (6) feet from the side and rear lot lines is required for a newly constructed detached accessory dwelling unit and for an existing accessory structure that is expanded into an accessory dwelling unit, except that such an accessory dwelling unit that is located closer than five (5) feet to the existing single-family residence remains subject to the setback requirements as specified by the zoning district in which the lot is located.

2. A setback of five (5) feet from the side and rear lot lines is required for an accessory dwelling unit that is constructed above a garage.

3. No setback is required for an existing garage that is converted into an accessory dwelling unit.

4. An accessory dwelling unit must not encroach upon the required front yard area.

(j) Architectural review of the accessory dwelling unit will be limited to the following:

1. The architectural features, window styles, roof slopes, exterior materials, colors, appearance, and design of the accessory dwelling unit must be compatible with the existing single-family residence.

2. Entrances to the accessory dwelling unit must be screened from street view.

3. Any window, door or deck of an accessory dwelling unit must utilize design techniques to lessen views onto adjacent properties to preserve the privacy of residents.

4. An accessory dwelling unit located within an historic site or neighborhood combining district will be subject to the design review procedures set forth in Section 30.27.40 of this Chapter and must be
consistent with the Secretary of Interior’s Standards for the Treatment of Historic Properties.

(k) The accessory dwelling unit is subject to the design standards and other zoning requirements of the zoning district in which the existing single-family dwelling is located and must be built in accordance with the building code set forth in Chapter 6 of the City Code, except for those design, zoning, and building standards inconsistent with state requirements under California Government Code Section 65852.2.

30.54.40 Accessory Dwelling Units Within Existing Single-Family Residences

Notwithstanding any other provisions of this chapter to the contrary, an application for a building permit to create an accessory dwelling unit will be ministerially approved within 120 days after the City receives the application if the proposed accessory dwelling unit meets all of the following conditions:

(a) The unit is contained within the existing space of a single-family residence or accessory structure;

(b) The unit has independent exterior access from the existing residence;

(c) The side and rear setbacks of the unit are sufficient for fire safety;

(d) The unit complies with applicable building and safety codes; and

(e) No other accessory dwelling units have been approved on the lot.

An accessory dwelling unit meeting the criteria of this section will not be subject to any additional parking or other development standards.”

SECTION II

Gilroy City Code, Chapter 30, Section 30.2.20, definition of “Accessory dwelling unit” is hereby amended to read as follows:

“‘Accessory dwelling unit’ means an attached or detached residential dwelling unit that is located on the same lot as an existing single-family dwelling. The unit must provide complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. An accessory dwelling unit does not include a truck trailer or recreational vehicle, but does also include the following:

(a) An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code;

(b) A manufactured home, as defined in Section 18007 of the California Health and Safety Code.”
SECTION III

Gilroy City Code, Chapter 30, Section 30.2.20, definition of “Accessory building (or structure)” is hereby amended to read as follows:

‘‘Accessory building (or structure)’ means buildings, both permanent and temporary, excluding accessory dwelling units as defined in this section, which are:

(a) Located on the same lot as the principal building or use;
(b) Subordinate to and serve a principal building or principal use;
(c) Subordinate in area, extent, or purpose to the principal building or principal use; and
(d) Contribute to the comfort, convenience, or necessity of occupants of the principal building or principal use.”

SECTION IV

Gilroy City Code, Chapter 30, Section 30.4.10, subdivision (d), is hereby amended to read as follows:

“(d) Density. The maximum density in the A1 agriculture district shall be one (1) dwelling unit per lot. This density limitation is intended to provide for an average density of less than one (1) unit per twenty (20) acres.”

SECTION V

Gilroy City Code, Chapter 30, Section 30.4.20, subdivision (d), is hereby amended to read as follows:

“(d) Density. The maximum density in the RR rural residential district shall be one (1) dwelling unit per lot. (Accessory dwelling units may be allowed under the regulations prescribed in Article LIV of this Chapter.) This density limitation is intended to provide for an average density of one (1) unit per two and one-half (2 1/2) acres.”

SECTION VI

Gilroy City Code, Chapter 30, Section 30.5.40, is hereby amended to read as follows:

“The maximum density in the R1 single-family residential district shall be one (1) single-family detached unit per lot. (Accessory dwelling units may be allowed under the regulations prescribed in Article LIV of this Chapter.)"
SECTION VII

Gilroy City Code, Chapter 30, Section 30.11.10, subdivision (c), is hereby amended to read as follows:

“(c) Residential Use Table.

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<tr>
<td>Landscape Nursery</td>
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<tr>
<td>Sale of Farm Products (Grown on Site)</td>
<td>X</td>
<td>C</td>
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<tr>
<td>Subdivision Sales Office</td>
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<tr>
<td><strong>Public and Semi-Public Uses</strong></td>
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<tr>
<td>Community Garden</td>
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<td>X</td>
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<tr>
<td>Emergency Shelter’</td>
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<tr>
<td>Golf Course or Country Club</td>
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<tr>
<td>Hospital</td>
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<tr>
<td>Neighborhood Bazaar</td>
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<td>T</td>
<td>T</td>
<td>T</td>
<td>T</td>
<td>T</td>
<td>*</td>
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<tr>
<td>Open Space (Recreational)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>*</td>
</tr>
<tr>
<td>Private Neighborhood Park, Recreation</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>*</td>
</tr>
</tbody>
</table>

10.A.b Packet Pg. 158

Attachment: Recommended Ordinance (1509 : ADU Ordinance Amendment)
### Facility

| Publicly Owned Building or Facility | X | X | X | X | X | X | * |
| Religious Institution              | X | X | X | X | X | X | * |
| Schools (Private ≤ 12 Students or Public) | X | X | X | X | X | X | * |
| Schools (Private > 12 Students)    | C | C | C | C | C | C | * |
| Supportive and Transitional Housing | X | X | X | X | X | X | * |

### Residential Uses

| Accessory Dwelling Unit | X\(^1\) | X\(^1\) | X\(^1\) | X\(^1\) | * |
| Condominiums            | X | X | X | * |
| Duplex                  | X\(^3\) | X | X | X | * |
| Mobile Home Park        | C | C | X | X | * |
| Multiple-Family Building| X | X | * |
| Residential Care Homes (More Than 6 Residents) | C | C | C | C | C | * |
| Residential Care Homes (Up to and Including 6 Residents) | X | X | X | X | X | * |
| Single-Family Dwelling or Modular Home | X | X | X | X | X | * |
| Townhouse               | X | X | X | * |

X = Unconditionally permitted.

C = Permitted only with conditional use permit granted by planning commission.

D = Permitted subject to the approval of the planning manager.

T = Temporary use—see Article XLVII.

* = Refer to the master plan or specific plan adopted for the neighborhood district area in which the property is located.

\(^1\) Accessory dwelling units must comply with the regulations prescribed in Article LIV of this Chapter.

\(^2\) Permitted only if the regulations of Article XL are met.

\(^3\) A duplex dwelling is permitted when all of the following conditions are met:

(a) The duplex dwelling shall be located on a corner lot only; and
(b) The corner lot shall have a minimum area of eight thousand (8,000) square feet and be so designated for a duplex unit on a tentative and final map; and

(c) The duplex shall not increase the overall density within any given land subdivision beyond the maximum of seven and one-fourth (7 1/4) dwelling units per net acre.

4 Conditional use permit required unless otherwise allowed through an approved planned unit development.

5 Planning commission approval of a conditional use permit is required for all new agricultural uses.

6 Supportive and/or transitional housing that serves more than six (6) individuals, provides on-site services and is licensed by the state as a group home shall only be allowed upon the granting of a conditional use permit.

7 Emergency shelters shall be subject to the performance standards listed in section 30.41.32. Additionally, emergency shelters in the agriculture and residential zoning districts shall only serve families. For the purpose of this section, a family is defined as having one (1) or more individuals under eighteen (18) years of age who reside with a parent or with another person with care and legal custody of that individual (including foster parents) or with a designee of that parent or other person with legal custody. Family also includes a pregnant woman or a person who is in the process of adopting or otherwise securing legal custody of any individual under eighteen (18) years of age.

SECTION VIII

Gilroy City Code, Chapter 30, Section 30.31.21 is hereby amended to read as follows:

“Accessory dwelling units

One (1) stall per unit, subject to the restrictions contained in section 30.54.30, subdivision (e), and section 30.54.40 of this Chapter.

Bed and breakfast establishment

Two (2) stalls, one (1) of which shall be a covered carport or garage, plus one (1) stall per two (2) guest rooms.
Multiple-family

One and one-half (1 1/2) stalls per one (1) bedroom or two (2) bedroom dwelling unit and two (2) stalls for each unit having three (3) or more bedrooms or rooms which could be used as bedrooms, plus one (1) stall for every four (4) units for guests. One (1) stall for each unit shall be covered with a garage or carport.

Rooming houses, residence clubs, fraternity and sorority houses

One (1) stall for every two (2) occupants plus four (4) stalls.

Single- and two-family dwellings

Two (2) stalls per dwelling unit, one (1) of which shall be a covered carport or garage (each space must be at least ten (10) feet by twenty (20) feet)."

SECTION IX

Gilroy City Code, Chapter 30, Section 30.39.10 is hereby amended to read as follows:

“The intent of this article is to provide regulations for building or structures that are not main building on parcels, excluding accessory dwelling units, in which the principal use of land does not take place.”

SECTION X

Gilroy City Code, Chapter 30, Section 30.39.30, subdivision (f), is hereby amended to read as follows:

“(f) Accessory structures shall not be used for dwelling purposes. Applications for a building permit to construct an accessory dwelling unit is subject to the provisions of Article LIV of this Chapter.”

PASSED AND ADOPTED this ___th day of October 2017 by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST: APPROVED:
City of Gilroy
STAFF REPORT

Agenda Item Title: Appointment of Members to Boards, Commissions and Committees with Member Terms Expired or Vacant as of 12/31/2017

Meeting Date: January 8, 2018

From: Gabriel Gonzalez, City Administrator

Department: City Clerk

Submitted By: Shawna Freels

Prepared By: Shawna Freels

Strategic Plan Goals

☐ Financially Sustainable and High Performing
☐ Livable Community
☐ Grow the Economy

☐ Upgrade Infrastructure
☐ Vibrant Downtown

RECOMMENDATION

Appointment of Members to the Bicycle Pedestrian Commission, Building Board of Appeals, Parks and Recreation Commission, Personnel Commission, Physically Challenged Board of Appeals and Planning Commission.

BACKGROUND

The City Council held an annual recruitment period for an eight-week period ending December 5, 2017 to fill seats on 11 Boards, Commissions and Committees with member terms vacant or expiring as of December 31, 2017. Additionally, one seat on the Open Government Commission was vacated during this time. At the close of the application period, the following applications were submitted:

<table>
<thead>
<tr>
<th>Board/Commission</th>
<th># of seats open</th>
<th># of applications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts &amp; Culture Commission</td>
<td>2 seats</td>
<td>None</td>
</tr>
<tr>
<td>Bicycle Pedestrian Commission</td>
<td>1 seat</td>
<td>1</td>
</tr>
<tr>
<td>1) Lionel Gonzalez</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Board of Appeals</td>
<td>1 seat</td>
<td>1</td>
</tr>
<tr>
<td>Board/Commission</td>
<td>Seats</td>
<td>Applicants</td>
</tr>
<tr>
<td>------------------------------------------</td>
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<tr>
<td>Historic Heritage Committee</td>
<td>2</td>
<td>None</td>
</tr>
<tr>
<td>Housing Advisory Committee</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>1) James D. Fay (&quot;JD&quot;)</td>
<td></td>
<td></td>
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<tr>
<td>2) Lucille Reyes</td>
<td></td>
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<tr>
<td>Library Commission</td>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>Parks &amp; Recreation Commission</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1) Carol Marques</td>
<td></td>
<td></td>
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<tr>
<td>2) Julie P. Garcia</td>
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<tr>
<td>Personnel Commission</td>
<td>3</td>
<td>3</td>
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<tr>
<td>1) Nita Edde-Mitchell</td>
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<td>2) Catherine Cummins</td>
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<td>3) Annie M. Tomasello</td>
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<tr>
<td>Physically Challenged Board of Appeals</td>
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<td>2</td>
</tr>
<tr>
<td>1) Domingo Chavez</td>
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<tr>
<td>2) Martha Johanson</td>
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<tr>
<td>Planning Commission</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>1) Patricia Giordano (1st choice)</td>
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<tr>
<td>2) James D Fay (&quot;JD&quot;)</td>
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<td>3) Steve Seebart</td>
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<tr>
<td>4) Travis Belanger</td>
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<tr>
<td>5) Sam Kim</td>
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<tr>
<td>6) Tom Fischer</td>
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<tr>
<td>7) Omkar Ranade</td>
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<tr>
<td>Public Art Committee</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>1) Judy Bozzo</td>
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<tr>
<td>Open Govt. Commission</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1) James D. Fay (&quot;JD&quot;)</td>
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</tbody>
</table>

Applicant interviews were held by the City Council on December 11, 2017. The Council directed staff to extend the recruitment effort for those Boards and Commissions without sufficient number of applicants, and closed the application period for the policy bodies with a sufficient number of applicants. The extended recruitment effort will end on January 16, 2018, and additional applicants will be interviewed by Council on January 22, 2018.

**CONCLUSION**

Appointments may be made tonight to the following policy bodies:

- Bicycle Pedestrian Commission: 1 seat, 1 applicant
- Building Board of Appeals: 1 seat, 1 applicant
- Parks & Recreation Commission: 2 seats, 2 applicants
- Personnel Commission: 3 seats, 3 applicants
- Physically Challenged Board of Appeals: 2 seats, 2 applicants
- Planning Commission: 2 seats, 7 applicants
Attachments:
1. Board, Commission, Committee Applications 2018
2. Board-Commission Attendance
City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Bicycle and Pedestrian Commission

Name: Lionel Gonzalez

Phone numbers(s) / email address*: ________________________

Are you a registered voter within the City limits? Yes X No

Physical Address*: ________________________

List your qualifications for this appointment: 1 - Avid cyclist, walker, and runner.
2 - Looking for an opportunity to give back to our Gilroy community.
3 - Tenured experience with customer and service delivery.

List any service to the community including any prior appointments:
Soup Kitchen volunteering for Loaves & Fishes.
Second Harvest Food seasonal volunteer.

What are your goals while serving on this Board/Commission/Committee?:
The primary objective is to provide cyclists and pedestrians with safe and accessible routes to all destinations that are served by public roads, trails, and various forms of public transit within and outside the City.

Why are you the most qualified to serve on this Board/Commission/Committee?:
I am a highly motivated professional with almost a decade of project management experience focused on physical security solutions. I have strong expertise in leading cross-functional teams through strategic planning, improvement processes, and providing high-end customer service. I have a proven track record of management skills that enhance productivity and drive sustained business performance.

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Commission/Committee of Interest: BUILDING BOARD OF APPEALS

Name: PATRICIA GIORDANO

Phone numbers(s) / email address*: ____________________________

Are you a registered voter within the City limits? Yes ☑️ No

Physical Address*:

List your qualifications for this appointment:

List any service to the community including any prior appointments:

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

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

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

Mail or email your application to:
Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
List your qualifications for this appointment:

For almost 5 years now, I have worked in the Planning, Building, and Code Enforcement Department of a large city in Santa Clara County. Daily I speak with 70 or so contractors/builders regarding their permits and scheduling inspections for their projects. I also have 12 years' previous experience in the building materials industry, where I also communicated with those of various trades and the public.

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

One of my goals would be to work to make the process of obtaining a permit more streamlined and quicker for those applying for a permit. I would also like to see an online system where the community can research and/or obtain copies of previous documents/plans for projects.

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

My career background has focused on the building industry for almost 20 years, with almost 5 of those years in civil service. I am committed to the community where my family and I live. My hope is to help work with others in making Gilroy a place where its citizens are proud to live and work.

Patricia Giordano
City of Gilroy Application  
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Parks and Recreation

Name: Carol Marques

Phone numbers(s) / email address*: 

Are you a registered voter within the City limits? Yes ☑ No ____

Physical Address*: 

List your qualifications for this appointment: I am a retired teacher who is used to dealing with various personalities. I am hard working, diligent in what I undertake, organized and a good problem solver. Give me a job and I will see it through.

List any service to the community including any prior appointments: 1. Tennis club board member and current president; 2. Monterey Bay Area Coordinator for USRA; 3. Vice-chair for Gilroy Growing Smarter; 4. Member of design and promotion committee for downtown Gilroy.

What are your goals while serving on this Board/Commission/Committee?: 1. To help ensure our parks stay family friendly
2. To help ensure our recreation programs meet the current needs of our citizens; 3. To encourage new programs that address all ages.

Why are you the most qualified to serve on this Board/Commission/Committee?: I have common sense and a doer. I have been involved in past recreational programs and I am a park user. I can bring first hand experience to the table.

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

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

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City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Parks and Recreation

Name: Julie P. Garcia

Phone numbers(s) / email address: 

Are you a registered voter within the City limits? Yes ___ No ___

Physical Address*

List your qualifications for this appointment: Currently serving as chairperson of commission, 3rd year. Active commissions since 2011. Familiarity with process and responsibilities of position. Desire to volunteer my time.

List any service to the community including any prior appointments: Past volunteer experience includes Garlic Festival, The Lord’s Table, extensive school parent club board terms. Currently active with Parks and Recreation, volunteer at numerous events.

What are your goals while serving on this Board/Commission/Committee?: Continue to improve communication between citizens and the city. Advocate for parks and trees, park safety, Youth Scholarship Fund, and all our youth.

Why are you the most qualified to serve on this Board/Commission/Committee?: In addition to what is noted above, I bring to the table my extensive Early Childhood Education experience, and role as a local child care provider since 1996.

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

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City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: **PERSONNEL COMMISSION**

Name: **NITA EDDE-MITCHELL**

Phone numbers(s) / email address*: 

nitaeddemitchell@gmail.com

Are you a registered voter within the City limits? Yes X  No ___

Physical Address*: 

List your qualifications for this appointment: I have been a nurse administrator for 40 years. I have been Director of Patient Care Services for Cancer Care Associates in Fresno assisting with hiring/firing and counseling staff for 30 years. I have been Director of Patient Care Services for 3 Hospice/Home Health Agencies since moving back to Gilroy in 2011, working closely with all Human Resource events. I enjoy City politics and attend most City Council meetings. I have served on Hospital Ethics Committees and have a strong moral upbringing. I am a good listener and pride myself in being fair.

List any service to the community including any prior appointments Rotary (Foundation Chair, Social Committee Chair, PacPoint Interact Advisor), Active member of South Valley Community Church, Participate in Oral Boards for the Gilroy Police Department, Graduate of Leadership Gilroy (2017, class speaker at graduation and Mayor for 1 hour as elected by our class!)

What are your goals while serving on this Board/Commission/Committee?: I would like to contribute and give back to the Community I grew up in. I feel my past experience will provide me the tools to provide assistance with this team to support the City of Gilroy. I would like to preserve and promote the integrity of our City.

Why are you the most qualified to serve on this Board/Commission/Committee? I have experience as a Health Care Administrator dealing with difficult patient and family situations as well as with staffing Human Resource issues. I am a good listener. I have great pride in our City of Gilroy and want to keep the bar high with community relations.

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawnafreels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: Personnel Commission

Name: Catherine Cummins

Phone number(s) / email address*: __ ______

Are you a registered voter within the City limits? Yes x No

Physical Address*: ____________________________

List your qualifications for this appointment: Public employee with Santa Clara County
Knowledgeable of merit system rules, experienced in Human Resources, worked in union
environment as both a subordinate and a supervisor, currently an active union liaison.

List any service to the community including any prior appointments: Volunteer at Gilroy
Community Health Day. Volunteer for bands/music at Gilroy Garlic Festival.

What are your goals while serving on this Board/Commission/Committee?: To serve the
City of Gilroy in an ethical and efficient manner to ensure that the City and it's employees experience
mutual satisfaction, stellar job performance, and promote career development opportunities to
encourage recruitment and retention of talent.

Why are you the most qualified to serve on this Board/Commission/Committee?: I have
extensive experience with public agencies in a labor environment. Additionally, I have worked in a
human resources capacity and can understand the intricacies of classification development and
revision. I am committed to improving this process for public agencies that is often cumbersome and hinders
efficient hiring and personnel practices, leading to issues with productivity and goal achievement.

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

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City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: Personnel

Name: Annie M. Tancredi

Phone number(s) / email address*: ____________________________

Are you a registered voter within the City limits? Yes X No __________

Physical Address*: __________________________________________

List your qualifications for this appointment: __________________________

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

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

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

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

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city of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

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City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: ___________________ Physically Challenged Board

Name: ____________________________________________________________

Phone numbers(s) / email address*: ________________________________

Are you a registered voter within the City limits? Yes X No____

Physical Address*: _______________________________________________

List your qualifications for this appointment: Physically Challenged, 72 yrs. old, limited mobility

List any service to the community including any prior appointments: Recent resident here, was in 1989 the Watsonville Restoration Coalition Coordinator

What are your goals while serving on this Board/Commission/Committee?: More access on sidewalks for wheelchairs and scooters

Why are you the most qualified to serve on this Board/Commission/Committee?: Only way I can get around Gilroy is with scooter.

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Physically Challenged Board of Appeals

Name: Martha Johnson

Phone numbers(s) / email address:

Are you a registered voter within the City limits? Yes √ No __

Physical Address:

List your qualifications for this appointment:

Current Chair of this board

List any service to the community including any prior appointments:

3 years service on this board

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

Continue ensuring that people in wheelchairs and scooters have easy access and a safe environment.

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

Due to my strong background in the field of disabilities. Advocating for this population for many years. Impact throughout Bay Area and country to the south.

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: **PLANNING COMMISSION**

Name: **PATRICIA GIORDANO**

Phone numbers(s) / email address*: __

Are you a registered voter within the City limits? Yes ✓ No__

Physical Address*: __

List your qualifications for this appointment: ____________________________

List any service to the community including any prior appointments:

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

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

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

Mail or email your application to:

Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
List your qualifications for this appointment:

For almost 5 years now, I have worked in the Planning, Building, and Code Enforcement Department of a large city in Santa Clara County. Daily I speak with 70 or so contractors/builders regarding their permits and scheduling inspections for their projects. I also have 12 years' previous experience in the building materials industry, where I also communicated with those of various trades and the public.

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

One of my goals would be to work to make the process of obtaining a permit more streamlined and quicker for those applying for a permit. I would also like to see an online system where the community can research and/or obtain copies of previous documents/plans for projects.

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

My career background has focused on the building industry for almost 20 years, with almost 5 of those years in civil service. I am committed to the community where my family and I live. My hope is to help work with others in making Gilroy a place where its citizens are proud to live and work.

Patricia Giordano
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: Planning Commission

Name: James D. Fay ("JD")

Phone number(s) / email address*: ___________________________

Are you a registered voter within the City limits? Yes X No

Physical Address*:

List your qualifications for this appointment: My background includes nearly 20 years of practicing transactional and general corporate law, and operating companies in a variety of executive-level roles. As a result, I am skilled at effective listening, objective decision making, and being fair and open-minded. I also have a strong analytical capability, communication skill-set, and ability to learn the applicable code.

List any service to the community including any prior appointments: I have recently become active in community issues around the future development of Hecker Pass and Gilroy Gardens, by providing input to the City Council, writing on community boards, and helping to organize citizens.

What are your goals while serving on this Board/Commission/Committee?: I would like to support the master plan and existing code, while providing clear and timely direction to the City Council and parties interacting with the Commission. I would like to support the smart development of the City, enhancing the quality of life, safety, security and opportunity for its citizens and visitors.

Why are you the most qualified to serve on this Board/Commission/Committee?: Key attributes include the benefits of my background as a CFO, lawyer and operator of large and small organizations, along with a deep 13-year connection with and pride for the City of Gilroy.

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

Mail or email your application to: Shawna Freels, City Clerk City of Gilroy 7351 Rosanna Street, Gilroy, CA 95020 shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: PLANNING COMMISSION

Name: STEVE SEEBAUR

Phone numbers(s) / email address *: ______________________

Are you a registered voter within the City limits? Yes X  No

Physical Address *: ______________________

List your qualifications for this appointment:

- SEE ATTACHED -

List any service to the community including any prior appointments:

- SEE ATTACHED -

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

- SEE ATTACHED -

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

- SEE ATTACHED -

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

Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
Application for the Planning Commission

List your qualifications for this appointment:
I have a rich professional history of success in a variety of fields across the United States and in parts of Europe. (For details, see my professional history at LinkedIn.com/in/steveseebart.)

List any service to the community including any prior appointments:
While I am relatively new to the Gilroy area, I participated in the 2016 Gilroy Citizen Summit and have served as Chair of the Historic Heritage Committee since April 2016. My past volunteer activities include:

- Committee Member, Gilroy Growing Smarter (2017-Present)
- Sunnyvale Metro Little League Coach and Board Member (2003 – 2010).
- Committee Chair, AIP Certification and Accreditation Council, Committee on Internet Professional Technical Foundation Skills Specifications (1999 – 2000).

What are your goals in serving on the Planning Commission?:
To help steer Gilroy into a prosperous future through managed, limited growth—emphasizing livability and aesthetics while maintaining our historic and cultural heritage.

In particular I would work to:
- Encourage downtown growth in keeping with Gilroy's historic character.
- Promote mixed-use projects to limit traffic impacts and help create a city friendly to pedestrians and cyclists.
- Support a vision of Gilroy as a unique agritourism destination.
- Resist the wholesale conversion of open space and farmland into large housing tracts.

Why are you the most qualified to serve on the Planning Commission?:
I have a long background in community service, including prior experience as a planning commissioner, current involvement with the Historic Heritage Committee and participation in local community organizations. While there is always more to learn, these experiences provide me a good background in the forces driving growth in Gilroy, and reasonable measures we can take to manage our city's future.
City of Gilroy Application  
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Planning Commission

Name: Travis Belanger

Phone numbers(s) / email address*: ___________________________ ______

Are you a registered voter within the City limits? Yes X No______

Physical Address*: ______________

List your qualifications for this appointment: I have a degree in economics so I understand the importance and mechanics of balancing supply and demand to maximize benefits to the community. I also spent 5 years active-duty in the United States Marine Corps so I'm a strong team player who can be counted on to get the job done.

List any service to the community including any prior appointments; I've only lived in Gilroy for a year but in Santa Clara (where we lived prior to Gilroy) I was active in the local neighborhood watch and regularly volunteered my time cleaning up our apartment community and local parks.

What are your goals while serving on this Board/Commission/Committee?: Primarily I want to give back to Gilroy, the place I now call home. It's a historic city with a vibrant community who deserve the best in their local government. I'm hoping that by serving I'll be able to help deliver that government in an area that will affect Gilroy powerfully in the years to come: planning and development.

Why are you the most qualified to serve on this Board/Commission/Committee?: I'm adaptable, hard-working, and dedicated to the mission. I can learn anything given the chance and guidance from more experienced folks. Additionally the fresh perspective I would bring would help Gilroy face its future planning and development challenges.

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

Mail or email your application to: Shawna Freels, City Clerk  
City of Gilroy  
7351 Rosanna Street, Gilroy, CA 95020  
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Planning Commission

Name: Sam Kim (full name: Gun-Sam Kim)

Phone numbers(s) / email address*: __________________________

Are you a registered voter within the City limits? Yes X No______

Physical Address*: __________________________

List your qualifications for this appointment: Implemented permitting system for Clark County, WA. Member of county railroad zoning task force. Elected and served on a School District Board of Directors (16 years); Currently working as Chief IT Operations Officer for Santa Clara County.

List any service to the community including any prior appointments: President of a neighborhood association (5 years); Member of Rotary International; commissioned reserve deputy for Clark County, WA; served as a U.S. Navy officer onboard USS Niagara Falls; Las Vegas Metro Police liaison for four HOAs.

What are your goals while serving on this Board/Commission/Committee?: Ensure Gilroy's quality of life is preserved while enabling compatible businesses to thrive and family-wage jobs to be created. Explore options for affordable housing, easing traffic congestion, and increasing safety for pedestrians and bicyclists.

Why are you the most qualified to serve on this Board/Commission/Committee?: I've served on boards and commissions, some elected and others appointed. Having gone through numerous permitting and zoning processes, as well as implementing a county's permitting system, I have depth of experience and knowledge to serve effectively on Gilroy's Planning Commission.

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

Mail or email your application to: Shawna Freels, City Clerk City of Gilroy 7351 Rosanna Street, Gilroy, CA 95020 shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: Planning Commission

Name: Tom Fischer

Phone number(s) / email address:* ____________________________

Are you a registered voter within the City limits? Yes X No____

Physical Address:* ____________________________

List your qualifications for this appointment: Please see attachment

List any service to the community including any prior appointments:

Please See Attachment

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

Please See Attachment

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

Please See Attachment

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

Mail or email your application to:
Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
Tom Fischer

QUALIFICATIONS: I am a 40 year resident of Gilroy. I am the current Chair of the Planning Commission and am a planning commission representative on the General Plan Advisory Committee, Development Standards Taskforce, Citizens Advisory Committee for High Speed Rail Downtown Area Plan, Community Working Group for High Speed Rail, and the Technical Advisory Group for High Speed Rail. I also serve on both the technical review and zoning review subcommittees of the Development Standards Taskforce. In March of 2012 I attended the three-day League of California Cities Planners Institute. In 2013 from March thru May, I attended a series of Planning Commission Workshops provided by the American Planning Association. I am a retired plumber with 35 years in the construction industry. 17 years of that as a project manager and estimator. I have knowledge of the construction process from design to occupancy. My involvement in the Wildflower and “shovel ready” ordinance issues and my experience on the Planning Commission has given me a more complete understanding of the political process and prompted me to become more involved in the community.

COMMUNITY SERVICE: I joined the Planning Commission in October of 2011, filling an unexpired term. Since then, I have served one term as Vice-chair and am in my second term as Chair and been selected to represent the planning commission on the committees and task forces listed above. Although I have no other prior community service to reference, I did serve for 6 years on the Negotiating Committee and Joint Labor Management Steering Committee for the plumbers union. I also served 14 years as a Pension Trustee for the Plumbers Union Pension Trust Fund. These positions were unpaid positions where complex issues were resolved in a committee format.
GOALS: I wish to remain active in the community and continue my involvement in helping to shape the future growth of the city. I would like to maintain quality standards, to ensure that project standards provide benefit and usability for the intended users and the community as a whole. I am particularly interested in the new challenges presented by the passage of measure "H" (the urban growth boundary) and how it will impact the new General Plan and the future revisions to the RDO.

MOST QUALIFIED: I believe my qualifications and background speak best to this question. I am pro growth but believe that growth should be regulated and metered to avoid boom bust construction. I favor higher standards to ensure better quality projects and believe residential construction should be limited so there can be a predictable impact to schools and city services. I believe development standards should reflect current trends but maintain high quality for the end user. Lowest cost solutions are not always best.
City of Gilroy Application
for Board, Commission and Committee Appointment

Board/Committee/Commission of Interest: Planning Commission

Name: Omkar Ranade

Phone number(s) / email address*: (805) 501-8999/ oranade@gmail.com

Are you a registered voter within the City limits? Yes X  No

Physical Address*: 983 Arapaho Drive

List your qualifications for this appointment: As an individual who both resides and works within city limits, I want to ensure that our city remains an attractive place to both live and do business. I am an attorney, licensed with the State Bar of California since 2012 as well as a real estate broker, licensed with the California Bureau of Real Estate since 2013.

List any service to the community including any prior appointments: I am currently serving our country as a Commissioned Officer in the United States Marine Corps Reserve.

What are your goals while serving on this Board/Commission/Committee?: I would like to continue to serve our community to the best of my ability.

Why are you the most qualified to serve on this Board/Commission/Committee?: I feel that a combination of my background as an attorney and real estate broker along with the fact that I am a homeowner and earn a living within Gilroy city limits coupled with my demonstrated commitment to public service as a Marine Corps Officer make me an ideal candidate.

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Mail or email your application to: Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.
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<th>COMMITTEE NAME</th>
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*Note: Attendance records are provided for the current year and may be updated as necessary. Meetings are scheduled as needed. No meetings were scheduled in 2017.*
City of Gilroy
STAFF REPORT

Agenda Item Title: Declaration of a Vacancy on the City Council and Consideration of Filling Said Vacancy Until a Successor is Elected at the Next General Municipal Election of November 6, 2018

Meeting Date: January 8, 2018
From: Gabriel Gonzalez, City Administrator
Department: City Clerk
Submitted By: Shawna Freels
Prepared By: Shawna Freels

Strategic Plan Goals
☐ Financially Sustainable and High Performing
☐ Livable Community
☐ Grow the Economy
☐ Upgrade Infrastructure
☐ Vibrant Downtown

RECOMMENDATION
Adoption of a Resolution of the City Council of the City of Gilroy Declaring a Vacancy in the Office of City Council; and
a) Direct staff to post a notice of intention to fill a vacancy on the Gilroy City Council and advertise for applications to fill the vacancy for appointment on February 5, 2018; or,
b) Motion to appoint a member to fill the vacancy until a successor is elected at the next general municipal election of November 6, 2018

BACKGROUND
Following the unfortunate passing of Council Member Paul Kloecker on December 15, 2017, his Council seat with a term ending in November, 2020 has become vacant. In accordance with Charter Section 406 "Vacancies" the Council shall declare the existence of a vacancy and shall fill the vacancy by appointment. In the event the Council fails to fill the vacancy by appointment within thirty (30) days, it shall cause an election to be held to fill such vacancy.

Charter:
“A vacancy in an elective office, from whatever cause arising, shall be filled by appointment by the Council, such appointee to hold office until the first Tuesday following the next general municipal election and until his successor qualifies. At the next general municipal election following any vacancy, a successor shall be elected to serve for the remainder of any unexpired term.

The Council shall declare the existence of any vacancy. In the event the Council shall fail to fill a vacancy by appointment within thirty (30) days after such an office shall have become vacant, it shall forthwith cause an election to be held to fill such vacancy.”

Historically, there have been various options chosen by the City Council in appointing to fill a vacant seat on Council following an election, such as: selecting the candidate during the last election with the next highest number of votes, taking applications from interested persons to fill the open seat, and appointing an individual without application. Here is a synopsis of past appointments following an election:

- December, 1962 - Chester Eckard was appointed to serve in Kenneth Petersen’s seat on Council when Kenneth was appointed as Mayor to finish a term vacated when the Mayor was elected to the County Board of Supervisors. Chester had been on the Planning Commission, but had not run for City Council.

- November, 1983 - Jack Pate was appointed to Council when Roberta Hughan was elected Mayor. Though he was a former City Council Member, Jack had not run for office in 1983. Charles Larson, Jr. had also shown an interest in the seat, and was the candidate with the next highest number of votes during the 1983 election.

- November, 1997 - Lisabeth Gifford was appointed to Council when Mike Gilroy was elected Mayor. She had run for Council during the 1997 election and was the candidate with the next highest number of votes.

- January, 2016 – Daniel Harney was appointed to serve in Council Member Perry Woodward’s seat when Perry was appointed as Mayor to serve in a seat vacated by Mayor Don Gage. Applications were taken during a 3 week recruitment period and extensive interviews were conducted.

- December, 2016 – Daniel Harney was appointed to the Council when Council Member Roland Velasco was elected Mayor. He was appointed without an application or interview process.

**FISCAL IMPACT/FUNDING SOURCE**

If the Council chooses to forgo an appointment, causing a special election to fill the seat, costs to hold a stand-alone special election are estimated at over $300,000.
CONCLUSION

The City Council has the options of appointing a member to Council at this meeting, opening a recruitment period to take applications for appointment at your February 5, 2018 regular meeting, or taking no action, causing a special election to occur.

PUBLIC OUTREACH

If the Council wishes to open a recruitment period, a draft application has been prepared to assist in this effort, with a proposed application period of January 9, 2018 to January 30, 2018. Any recruitment to fill this vacant seat will be publicized on the city website, channel 17, through all city social media outlets and will be posted within city offices.

Attachments:

1. City Council Application 2018
2. Resolution Declaring Vacant City Council Seat v1
APPLICATION FOR APPOINTMENT TO THE GILROY CITY COUNCIL

This application is to fill a vacancy on the Gilroy City Council until the next successor is elected following the certification of the November 6, 2018 election. This application and all supporting material is a public document. It may be reviewed by any member of the public upon request after the close of the application period. Only Gilroy registered voters who have submitted a complete application with all requisite material by the deadline will be considered for appointment.

Name ________________________________

Residence Address __________________________

Mailing Address (if different) __________________________

E-mail __________________________

Home Phone ___________ Daytime Phone ___________

Are you currently a registered voter and a resident of the City of Gilroy? _________

Years of Residence in the City ___________

Please answer the following questions on a separate sheet(s) of paper.

1. Why are you interested in this position and why should you be appointed to the City Council?

2. What has been your previous involvement with the City of Gilroy? Have you ever held public office, or served as a city commissioner in Gilroy or another city?

3. What are the key issues you see facing our community? Why do you think these are the key issues?

4. Please provide any education and professional background that you believe would be relevant to serving as a Council Member.

5. Do you have any additional specialized training or other qualifications that would be important for the City Council to consider?
6. Are you aware of the time commitment and the responsibilities associated with serving as a Council Member and are you prepared to serve without reservation?

7. Part of the role of a Council Member includes serving as a liaison to various City committees and other public agencies such as the Gilroy Downtown Business Association, Santa Clara County Library Joint Powers Authority, Gilroy Economic Development Corporation and VTA. Do you have a specific interest or area of expertise that would qualify you to represent the City in this type of role?

8. Is it your intention to serve only for a single year, or are you interested in running for election?

9. Serving on the City Council requires you to annually file a Fair Political Practices Commission Statement of Economic Interests (FPPC Form 700), a public document in which you disclose your financial interests. The law and ethics prohibit Council Members from participating in and voting on matters in which they may have a direct/indirect financial interest. Are there any potential conflicts which may develop from your occupation or other financial interests in relation to your responsibilities as a member of the Council?

To be appointed to the Council you must be a registered voter residing within the City limits at the time of submitting this application, and while serving on the City Council.

To be considered for appointment you must submit these items in original copy:

1. City Council appointment application with any supplemental material attached
2. FPPC Form 700 (Fair Political Practices Commission Statement of Economic Interests)

**FILING DEADLINE: JANUARY 30, 2018 AT 5:00 P.M.**

Mail to arrive by the deadline, or provide these items in person to:

Gilroy City Clerk’s Office
City Hall, 7351 Rosanna Street
Gilroy, CA. 95020

I __________________________ swear/affirm that the foregoing information is true and correct.

Applicant’s Signature ___________________________ Date ___________________________
RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY DECLARING A VACANCY IN THE OFFICE OF CITY COUNCIL

WHEREAS, Paul V. Kloecker was elected to the Gilroy City Council for a 4-year term at a duly called and ordered General Municipal Election held in the City on November 8, 2016; and

WHEREAS, Council Member Kloecker passed away on December 15, 2017; and

WHEREAS, a vacancy of one (1) seat in the office of City Council of the City of Gilroy exists as a result of the passing of Council Member Kloecker, effective January 8, 2018; and

WHEREAS, the Charter of the City of Gilroy Section 406 governs the process to fill a vacancy in the office of City Council through the appointment process; and

WHEREAS, in the event the Council fails to fill the vacancy by appointment within thirty (30) days after the office becomes vacant, it shall cause an election to be held to fill such vacancy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GILROY:

1. That the Council hereby declares a vacancy in the office of City Council as of January 8, 2018.

2. That, pursuant to the Charter of the City of Gilroy Section 406, the member of the Council who fills said vacancy shall serve until the next General Municipal Election to be held on November 6, 2018 is certified, when a City Council Member shall be elected to serve for the remaining 2 years of the vacant 4-year term, ending November, 2020.

PASSED AND ADOPTED by the City Council of the City of Gilroy on this 8th day of January, 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:  NONE  
APPROVED:  
____________________________________  
Roland Velasco, Mayor  
ATTEST:  
____________________________________  
Shawna Freels, City Clerk  
RESOLUTION NO. 2018-XX  
Attachment: Resolution Declaring Vacant City Council Seat v1 (1515 : 2018 Council Vacancy)
City of Gilroy
STAFF REPORT

Agenda Item Title: Consideration of a Recommendation from the Open Government Commission to Amend Gilroy City Code Section 17A.24.3.b Related to the Disclosure of Bid Records

Meeting Date: January 8, 2018
From: Gabriel Gonzalez, City Administrator
Department: City Clerk
Submitted By: Shawna Freels
Prepared By: Shawna Freels, Jolie Houston

Strategic Plan Goals
☐ Financially Sustainable and High Performing
☐ Livable Community
☐ Grow the Economy
☐ Upgrade Infrastructure
☐ Vibrant Downtown

RECOMMENDATION

a) Motion to read the ordinance by title only and waive further reading; and,

b) Motion to introduce an ordinance of the City Council of the City of Gilroy amending Gilroy City Code Section 17A.24.3.b related to the disclosure of Bid Records.

BACKGROUND

Gilroy City Code section 17A.24, part of the City’s Open Government Ordinance (“OGO”), specifies the records and information of the City that must be disclosed and provided for public inspection. Subsection 17A.24 (3) (b) identifies that contractor records including bids, requests for proposals (“RFPs”) and scoring records are disclosable public records, including the names of scorers, graders or evaluators.

At their September 28, 2017 regular meeting the Open Government Commission evaluated the issue of disclosing the names of scorers, graders or evaluators and
recommended amendments to subsection 17A.24 (3) (b) to remove language which would provide identification of evaluators.

The Commission’s concern is for the protection of evaluators as disclosing names may stymie an accurate evaluation, or discourage staff and outside evaluators from participating in the process of bid evaluation.

CONCLUSION

The Open Government Commission is presenting a code amendment to the Council, and has recommended that the Council consider introducing the ordinance amendment at this evening’s meeting.

Attachments:
1. Ordinance Chapter 17A 24 Bids - OGO v1
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING GILROY CITY CODE CHAPTER 17A, SECTION 17A.24 (3) (b) PERTAINING TO GAINING ACCESS TO CONTRACT, BID AND PROPOSAL RECORDS

WHEREAS, Gilroy City Code, Chapter 17A, Section 17A.24, part of the City’s Open Government Ordinance (“OGO”), specifies the records and information of the City that must be disclosed and provided for public inspection; and,

WHEREAS, Subsection 17A.24 (3) (b) of the Gilroy City Code identifies that contractor records including bids, requests for proposals (“RFPs”) and scoring records are disclosable public records, including the names of scorers, graders or evaluators; and

WHEREAS, on September 28, 2017, the Open Government Commission evaluated the issue of disclosing the names of scorers, graders or evaluators and recommended amendments to subsection 17A.24 (3) (b) to remove language which would provide identification of evaluators, for their protection; and

WHEREAS, on November 20, 2017, the City Council reviewed the Open Government Commission’s recommendations and considered adoption of the amendment; and

WHEREAS, the subject ordinance amendment is covered under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines as an activity that can be seen with certainty to have no possibility for causing a significant effect on the environment.

Now, therefore, the City Council of the City of Gilroy does hereby ordain as follows:

SECTION I

Gilroy City Code, Chapter 17A, Section 17A.24 subsection (3) (b) is hereby amended to read as follows:

(3) Contracts, Bids and Proposals.

b. Contracts, contractors’ bids, responses to requests for proposals and all other records of communications between the department and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organizations net worth or other proprietary financial data submitted for qualification for a contract or other benefit. All bidders and contractors shall be advised that information provided which is covered by this section will be made available to the public upon
request. Immediately after any review or evaluation or rating of responses to a RFP has been completed, evaluation forms and score sheets and any other documents used by persons in the RFP evaluation or contractor selection process shall be available for public inspection. The names of scorers, graders or evaluators, along with their individual ratings, comments, and score sheets or comments on related documents, shall be made immediately available after the review or evaluation of a RFP has been completed.

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, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this 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 be declared unconstitutional.

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 it is adopted.

PASSED AND ADOPTED this day of January, 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

APPROVED:

_____________________________
Roland Velasco, Mayor

ATTEST:

_____________________________
Shawna Freels, City Clerk