AGENDA
CITY OF WATSONVILLE
CITY COUNCIL MEETING

Opportunity Through Diversity; Unity Through Cooperation.

Working with our community to create positive impact through service with heart.

Rebecca J. Garcia, Mayor, District 5
Trina Coffman-Gomez, Mayor Pro Tempore, District 6

Felipe Hernandez, Council Member, District 1
Aurelio Gonzalez, Council Member, District 2
Lowell Hurst, Council Member, District 3
Francisco Estrada, Council Member, District 4
Ari Parker, Council Member, District 7

Matt Huffaker, City Manager
Alan J. Smith, City Attorney
Beatriz Vázquez Flores, City Clerk
Remote Teleconference Meeting
Please click the link below to join the webinar:
https://zoom.us/j/94065976992 or iPhone one-tap: US: +12133388477,,94065976992# or +16692192599,,94065976992#
or US: +1 213 338 8477 or +1 669 219 2599 or +1 669 900 9128

Spanish language interpretation is available

Americans with Disabilities Act

The City of Watsonville, in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access and/or participate in City Council meetings, please call the City Clerk's Office at least three (3) days in advance of the meeting to make arrangements. The City of Watsonville TDD number is (831) 763-4075.

Meetings are televised live on Charter Cable Communications Channel 70 and AT&T Channel 99 and re-broadcast on Thursday at 5:00 p.m. and Saturday at 8:00 a.m. the same week of the meeting.
For information regarding this agenda or interpretation services, please call the City Clerk's Office at (831) 768-3040.

Notice of Remote/Teleconferencing Meeting

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, the Santa Cruz County Health Officer Extended and Modified Shelter in Place Orders, and the Governor's Executive Orders N-25-20 and N-29-20, that allows attendance by members of the City Council, City staff, and the public to participate and the Council to conduct the meeting by teleconference, videoconference, or both.

HOW TO VIEW THE MEETING: There is no physical location from which members of the public may observe the meeting. Please view the meeting which is being televised at Channel 70 (Charter) and Channel 99 (AT&T) and video streamed at https://watsonville.legistar.com/Calendar.aspx.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit written comments through the City's Council Meeting portal at https://watsonville.legistar.com by clicking e-Comment or by emailing citycouncil@cityofwatsonville.org. All comments will be part of the meeting record. Emails received two hours before the meeting will not be uploaded to the Agenda and may not be seen by the Council or staff. They will be added to the agenda the day after the meeting.

HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to join the meeting through Zoom Webinar from their computer, tablet or smartphone https://zoom.us/j/94065976992;
or iPhone one-tap: US: +12133388477,,94065976992# or +16692192599,,94065976992#
or Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 213 338 8477 or +1 669 219 2599 or +1 669 900 9128
Webinar ID: 940 6597 6992 to express their comments.

*You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joining by computer audio, please click on the "Raise Hand" button and the Mayor will unmute your microphone; and by phone please press *9 on your keypad. You may also register to speak until two hours before the meeting at https://watsonville.legistar.com/Calendar.aspx*

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Spanish interpretation services will be available through Zoom by toggling language audio options to the Spanish channel.

Servicios de interpretación en español estarán disponible en Zoom al elegir el botón Spanish.

4:30 p.m.

AGENDA PACKET

Attachments: Agenda Packet

AGENDA EN ESPAÑOL (LA AGENDA ESTARÁ DISPONIBLE EN CUANTO SE TRADUZCA- WILL BE AVAILABLE ONCE TRANSLATED)

Attachments: Agenda en Espanol

(IF YOU CHALLENGE ANY ACTION APPEARING ON THIS AGENDA IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC MEETING DESCRIBED ON THIS AGENDA, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY CLERK BY 3:00 P.M. ON THE MEETING DATE, OR DURING THE PUBLIC MEETING.)

1. CLOSED SESSION
(City Council Conference Room, 275 Main Street, 4th Floor)

A. CLOSED SESSION AGENDA

Attachments: CLOSED SESSION AGENDA

1) Public Comments regarding the Closed Session agenda will only be accepted by the City Council at this time.

2) Closed Session Announcement
The City Council will now recess to discuss those items listed on the Closed Session Statement attached to the Agenda.

6:30 p.m.

CITY COUNCIL

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS

A. REPORT OF DISBURSEMENTS

Attachments: Report of Disbursements 8/4/20
Report of Disbursements 8/14/20

B. MISCELLANEOUS DOCUMENTS REPORT

Attachments: Miscellaneous Documents Report August 25, 2020

C. WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE (IF ANY)

5. PRESENTATIONS & ORAL COMMUNICATIONS

This time is set aside for members of the general public to address the Council on any item not on the Council Agenda, which is within the subject matter jurisdiction of the City Council. No action or discussion shall be taken on any item presented except that any Council Member may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Council will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. ALL SPEAKERS ARE ASKED TO ANNOUNCE THEIR NAME AND ADDRESS IN ORDER TO OBTAIN AN ACCURATE RECORD FOR THE MINUTES.

A. ORAL COMMUNICATIONS FROM THE PUBLIC

Attachments: Oral Communications from the Public

B. ORAL COMMUNICATIONS FROM THE COUNCIL (2 MINUTES EACH)

C. MAYOR'S PROCLAMATION RECOGNIZING FEDERICO CASTAÑEDA FOR HIS MANY YEARS OF INVALUABLE WORK FOR THE STUDENTS OF PVUSD AND HIS CONTRIBUTIONS TO THE COMMUNITY AS A WHOLE AND EXPRESSING OUR DEEPEST SYMPATHY FOR HIS PASSING

Attachments: Federico Castañeda

D. MAYOR'S PROCLAMATION CELEBRATING 100 YEARS OF WOMEN'S SUFFRAGE AND RECOGNIZING SANTA CRUZ COUNTY CLERK GAIL PELLERIN FOR HER INVALUABLE WORK WITHIN HER DEPARTMENT, ESPECIALLY DURING ALL ELECTIONS

Attachments: Women's Suffrage 100th Anniversary

E. MAYOR'S PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF WATSONVILLE AND COMMENDING JACOB'S HEART CHILDREN'S CANCER SUPPORT SERVICES FOR 22 YEARS OF OUTSTANDING SUPPORT TO OUR COMMUNITY

Attachments: Jacob's Heart

F. REPORT OUT OF CLOSED SESSION

6. REPORTS TO COUNCIL -- No Action Required

A. CITY MANAGER'S UPDATE REPORT

1) Oral Report

2) City Council Clarifying & Technical Questions

3) Public Input

7. CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the consensus motion. The Mayor will allow public input prior to the approval of the Consent Agenda.

Public Input on any Consent Agenda Item

A. MOTION APPROVING MINUTES OF JULY 7 & 28, 2020

Attachments: JULY 7, 2020 MINUTES
JULY 28, 2020 MINUTES

B. MOTION ACCEPTING INVESTMENT REPORT FOR APRIL 2020 THROUGH JUNE 2020

Requested by: Administrative Services Director Czerwin

Attachments: Investment Report - Report

C. MOTION DESIGNATING COUNCIL MEMBER FOR VOTING DELEGATE & ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE ON OCTOBER 7-9, 2020, LONG BEACH

Attachments: Voting Delegate

D. MOTION ACCEPTING & AUTHORIZING SUBMITTAL RESPONSE PACKET TO THE SANTA CRUZ COUNTY CIVIL GRAND JURY'S INVESTIGATION ASSESSING THE CITY OF WATSONVILLE RISK MANAGEMENT, HOMELESSNESS, FIRE & SAFETY INSPECTIONS, & THE CITY'S WEBSITE

Requested by: City Manager Huffaker and Assistant City Manager Vides

Attachments: 2020 Grand Jury Response Packet

E. RESOLUTION AWARDING $386,561 BID TO MCNABB CONSTRUCTION, INC., DBA DK ENVIRONMENTAL, FOR WATSONVILLE PLAZA RESTROOMS PROJECT NO. PK-20-02, & AUTHORIZING $86,561 BUDGET APPROPRIATION FROM THE PARK DEVELOPMENT FUND (ESTIMATED COST OF $400,000: $386,561 WILL BE FUNDED FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, $86,561 WILL BE FUNDED FROM THE PARK DEVELOPMENT FUND)

Requested by: Parks & Community Services Director Calubaquib

Attachments: Award Bid for Plaza Restrooms - Report

Award Bid for Plaza Restrooms Project - Resolution

F. RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 3 WITH GRANITE ROCK COMPANY FOR THE MONTEREY BAY SANCTUARY SCENIC TRAIL SEGMENT 18 - OHLONE PARKWAY TO WATSONVILLE SLOUGH TRAIL TRAILHEAD PROJECT NO. CT-19-02 FOR LIME TREATMENT OF ONSITE SOILS IN AN AMOUNT NOT TO EXCEED $273,190 & AUTHORIZING A BUDGET APPROPRIATION OF $337,920 FROM THE ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT TO THE SPECIAL GRANTS FUND

Requested by: Public Works & Utilities Director Palmisano

Attachments: Change Order 3 MBSST Trailhead - Report

Change Order 3 MBSST Trailhead - Resolution

G. RESOLUTION APPROVING PURCHASE FROM SADA SYSTEMS, INC., FOR GOOGLE G SUITE ENTERPRISE LICENSES, FOR $82,500 PER YEAR FOR THREE YEARS FOR AN AMOUNT NOT TO EXCEED $247,500 TO BE FUNDED FROM THE INNOVATION AND TECHNOLOGY INTERNAL SERVICES FUND

Requested by: Information Technology Director Boyes

Attachments: Purchase of Google G Suite Licenses - Report

Purchase of Google G Suite Licenses - Resolution

H. RESOLUTION APPROVING SOLE SOURCE PURCHASE FROM POLYDYNE, INC., DBA SNF POLYDYNE, INC., FOR THE PURCHASE OF FLOCCULANT & COAGULANT CHEMICALS USED BY THE CITY'S WASTEWATER DIVISION FOR ONE CALENDAR YEAR BEGINNING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, IN AN AMOUNT NOT TO EXCEED $350,000 FROM THE WASTEWATER ENTERPRISE FUND

Requested by: Public Works & Utilities Director Palmisano

Attachments: Purchase with Polydyne - Report
Sole Source Purchase SNF Polydyne Inc - Resolution

I. RESOLUTION APPROVING PURCHASE OF ANNUAL MAINTENANCE & LICENSING OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM & PURCHASE OF PLANNED ANNUAL CONTINUING EDUCATION (PACE) PROGRAMMING WITH TYLER TECHNOLOGIES, INC. A CORPORATION, IN AN AMOUNT NOT TO EXCEED $379,300, FOR FY 2020-21 THROUGH FY 2022-23 TO BE PAID FROM THE GENERAL FUND & ENTERPRISE FUNDS

Requested by: Administrative Services Director Czerwin

Attachments: Tyler Technologies Purchase - Report
Tyler Technologies Purchase - Resolution

J. RESOLUTION AUTHORIZING INCREASE TO PURCHASE ORDER WITH GRANITE ROCK COMPANY, IN AN AMOUNT NOT TO EXCEED $225,000, ENDING ON DECEMBER 31, 2020, FOR THE PURCHASE OF BUILDING MATERIAL & SERVICES FOR THE CITY'S WATER MAIN REPLACEMENT PLAN

Requested by: Public Works & Utilities Director Palmisano

Attachments: Increase to Purchase Order for Material - Report
Increase of Purchase Order Granite Rock - Resolution

K. RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT WITH HARRIS & ASSOCIATES, INC., FOR ENVIRONMENTAL CONSULTANT SERVICES FOR THE LEE ROAD TRAIL PROJECT NO. CT-19-01, IN AN AMOUNT NOT TO EXCEED $42,879.50 & EXTENDING THE CONTRACT TERM FROM JUNE 30, 2021 TO DECEMBER 31, 2021

Requested by: Public Works & Utilities Director Palmisano

Attachments: 1st Amendment to Lee Rd Trail Project - Report
1st Amendment to Lee Road Trail - Resolution

L. RESOLUTION APPROVING CONTRACT WITH TELSTAR INSTRUMENTS, FOR PROGRAMMABLE LOGIC CONTROLLER (PLC) UPGRADES AT WELL 19 & THE CORRALITOS FILTER PLANT, IN AN AMOUNT NOT TO EXCEED $257,682 (WILL BE FUNDED FROM THE ELECTRICAL/INSTRUMENTATION CAPITAL IMPROVEMENT PROJECT FUND)

Requested by: Public Works & Utilities Director Palmisano

Attachments: Agrmt with Telstar Instruments - Report

Agrmt with Telstar Instruments - Resolution

M. RESOLUTION APPROVING AGREEMENT TO CONTINUE WASTE DISPOSAL SERVICES WITH MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (MRWMD) FOR A TERM OF THIRTY YEARS, TO ACCEPT THE DELIVERY OF WASTE GENERATED & COLLECTED IN THE CITY OF WATSONVILLE, IN AN APPROXIMATE AMOUNT OF $1,440,000 FOR 2020; THE ANNUAL COST WILL VARY BASED ON THE CITY'S ANNUAL TONNAGE & RATE PER TON

Requested by: Public Works & Utilities Director Palmisano

Attachments: MRWMD Agreement - Report

MRWMD Agreement - Resolution

N. RESOLUTION APPROVING FIRST AMENDMENT TO LEASE WITH IN SOOK YUM, AN INDIVIDUAL, DBA TOP USA CO, INC., FOR THE USE OF CITY OWNED PROPERTY COMMONLY KNOWN AS WATSONVILLE BEACH STREET PARKING GARAGE UNITS, 21, 27, AND 31 WEST BEACH STREET

Requested by: Assistant City Manager Vides

Attachments: Top USA Amendment to Lease - Report

Top USA Amendment to Lease - Resolution

O. RESOLUTION APPROVING STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (OES) DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES; AUTHORIZING THE CITY MANAGER, OR ADMINISTRATIVE SERVICES DIRECTOR, OR ASSISTANT FINANCE DIRECTOR TO APPLY FOR REIMBURSEMENT FOR ALL OPEN AND FUTURE DISASTERS

Requested by: City Council

Attachments: OES Agent Resolution - Report

OES Agent Resolution - Resolution

P. RESOLUTION APPROVING FINAL SUBDIVISION MAP FOR JENNA TOWNHOMES SUBDIVISION, TRACT NO. 1601 LOCATED AT 655 RODRIGUEZ STREET

Requested by: Public Works & Utilities Director Palmisano

Attachments: Jenna Townhomes Final Map - Report

Jenna Townhomes Final Map - Resolution

Q. RESOLUTION APPROVING PUBLIC & ON-SITE IMPROVEMENT AGREEMENT WITH DEVELOPER BETWEEN THE CITY OF WATSONVILLE AND SHAWKI DEYN PROPERTIES, LLC., FOR THE JENNA TOWNHOMES SUBDIVISION, TRACT NO. 1601, LOCATED AT 655 RODRIGUEZ STREET

Requested by: Public Works & Utilities Director Palmisano

Attachments: Jenna Townhomes Improvement Agrmt - Report

Jenna Townhomes Improvement Agrmt - Resolution

R. RESOLUTION APPROVING INITIAL STUDY WITH MITIGATED NEGATIVE DECLARATION FOR THE ROACHE ROAD WELL PROJECT LOCATED AT 154 ROACHE ROAD (WELL 4), IN COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Requested by: Public Works & Utilities Director Palmisano

Attachments: Roache Rd Well Project IS MND - Report

Roache Rd Well Project IS MND - Resolution

S. RESOLUTION APPROVING TEMPORARY FEE WAIVER FOR BUSINESS LICENSE LATE FEES FOR FISCAL YEAR 2020-21 UNTIL JANUARY 2021

Requested by: Administrative Services Director Czerwin

Attachments: Business License Late Fee Waiver - Report

Business License Late Fee Waiver - Resolution

T. RESOLUTION AUTHORIZING SUBMITTAL OF PROPOSAL OF $765,000 TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1 GRANT FOR THE UPPER STRUVE SLOUGH WATERSHED ENHANCEMENT AND PUBLIC ACCESS PROJECT & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

Requested by: Public Works & Utilities Director Palmisano

Attachments: DWR Proposition 1 Grant - Report

DWR Grant for Upper Struve Slough - Resolution

U. RESOLUTION ACCEPTING $5,500 GRANT FROM THE CALIFORNIA STATE LIBRARY TO EXTEND BIBLIOVAN SERVICES IN WATSONVILLE & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

Requested by: Interim Library Director Martinez

Attachments: Grant Acceptance from California State Library-Report

Library Grant Acceptance - Resolution

V. RESOLUTION SUPPORTING ASSEMBLY BILL NO. 2782 (M. STONE) AS INTRODUCED ON FEBRUARY 20, 2020, & AMENDED ON AUGUST 14, 2020, ON MANUFACTURED HOME PARKS: CHANGE OF USE: RENT CONTROL; WOULD CORRECT INCONSISTENCIES IN & CLARIFY & STRENGTHEN CALIFORNIA'S MANUFACTURED HOME PARK CLOSURE & CONVERSION STATUTES & ELIMINATE CURRENT EXEMPTION THAT 12-MONTH MANUFACTURED HOME PARK RENTAL AGREEMENTS HAVE TO LOCAL RENT CONTROL ORDINANCES

Requested by: Community Development Director Merriam

Attachments: Support for AB 2782 Mobilehomes - Report

Support for AB 2782 Mobilehomes - Resolution

W. RESOLUTION APPROVING DISSOLUTION OF THE LOCAL MEDICAL FACILITIES FINANCING AUTHORITY III

Attachments: Dissolution of Medical Facilities Authority - Report

Dissolution of Medical Facilities Authority - Resolution

X. RESOLUTION APPOINTING FRANK BARBA TO THE CITY OF WATSONVILLE PARKS AND RECREATION COMMISSION [DISTRICT 6]

Attachments: Application for Parks Rec Commission (District 6)

Appt to Parks Commission - Resolution

Y. RESOLUTION APPOINTING VERONICA DORANTES-PULIDO TO THE CITY OF WATSONVILLE PLANNING COMMISSION [DISTRICT 4]

Attachments: Planning Comm Application Dorantes-Pulido

Appt to Planning Commission - Resolution

Z. RESOLUTION NOMINATING VIOLET LUCAS FOR APPOINTMENT BY THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS FROM DISTRICT 7 TO REPRESENT THE CITY AS THE NON-VOTING APPOINTEE FOR THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

Requested by: Public Works & Utilities Director Palmisano

Attachments: Zone 7 Non-Voting Member - Report

Zone 7 Non-Voting Member - Resolution

AA. JOINT RESOLUTION OF THE CITY COUNCIL, ACTING AS THE SUCCESSOR HOUSING AGENCY ADOPTING THE WATSONVILLE AFFORDABLE HOUSING PROGRAM 2020 INCOME, RENT AND SALES PRICE LIMITS FOR THE CITY'S AFFORDABLE HOUSING PROGRAM AND ESTABLISHING THE WATSONVILLE MEDIAN SALES PRICE AT $645,000

Requested by: Community Development Director Merriam

Attachments: 2020 Affordable Housing Program Limits - Report

2020 Affordable Housing Program Limits - Resolution

AB. JOINT RESOLUTION OF THE CITY COUNCIL, THE CITY COUNCIL IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS & FUNCTIONS, & THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND & APPROVING OFFICERS AUTHORIZED TO TRANSACT BUSINESS WITH THE LOCAL AGENCY INVESTMENT FUND

Requested by: Administrative Services Director Czerwin

Attachments: LAIF Update Officers - Report

LAIF Update Officers - Joint Resolution

AC. FINAL ADOPTION OF ORDINANCE AMENDING CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE BY AMENDING SECTION 1-2.07 REGARDING AUTHORITY TO ISSUE CITATIONS

Requested by: Airport Director Williams

Attachments: WMC 1-2.07 Penalty Provisions - Ordinance

8. ITEMS REMOVED FROM CONSENT AGENDA

9. NEW BUSINESS

A. CONSIDERATION OF EMERGENCY MORATORIUM TO PREVENT COVID-19 CAUSED EVICTIONS & DIRECTION TO STAFF TO DEVELOP A COVID RELATED RENTAL ASSISTANCE PROGRAM

Requested by: Community Development Director Merriam

Attachments: Eviction Moratorium - Report
Eviction Moratorium - Ordinance (Urgency)
Moratorium on Evictions Correspondence
Item 9.A.1. Eviction Moratorium- PPT

1) Staff Report

2) City Council Clarifying & Technical Questions

3) Public Input

4) Motion Whether to Approve Staff Recommendation:

(a) FINAL ADOPTION OF UNCODIFIED URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID 19) [Urgency Ordinance Requires 5 Affirmative Votes]

(b) MOTION DIRECTING STAFF TO DEVELOP AN EMERGENCY RENTAL ASSISTANCE PROGRAM TO ASSIST TENANTS AFFECTED BY COVID-19

10. PUBLIC HEARINGS, ORDINANCES, & APPEALS

A. CONSIDERATION OF TIME EXTENSION (PP2020-113) OF TENTATIVE MAP TRACT NO. 1607 & ASSOCIATED SPECIAL USE PERMIT WITH DESIGN REVIEW & SPECIFIC DEVELOPMENT PLAN (PP2017-116) FOR A PERIOD OF ONE YEAR TO ALLOW CONSTRUCTION OF 150 DWELLING UNITS ON INDIVIDUAL PARCELS, CONSISTING OF 23 SINGLE-FAMILY UNITS, 40 DUPLEX-STYLE TOWNHOUSE UNITS AND 87 ROW-STYLE TOWNHOUSE UNITS ON A 13± ACRE SITE LOCATED AT 511 OHLONE PARKWAY (APNS: 018-372-14 AND 018-381-01)

Requested by: Community Development Director Merriam

Attachments: Ohlone Parkway Time Extension - Report
Ohlone Parkway Time Extension - Resolution
Ohlone Parkway Time Extension Correspondence

1) Staff Report

2) City Council Clarifying & Technical Questions

3) Public Hearing

4) Motion Whether to Approve Staff Recommendation:

RESOLUTION APPROVING TIME EXTENSION (PP2020-113) OF TENTATIVE MAP TRACT NO. 1607 & SPECIAL USE PERMIT WITH DESIGN REVIEW (PP2017-116) FOR ONE YEAR (EXPIRING AUGUST 27, 2021) FOR 150 LOT SUBDIVISION ON 13± ACRE SITE (APNS 018-372-14 AND 018-381-01) AT 511 OHLONE PARKWAY

B. CONSIDERATION OF ADOPTION OF URGENCY ORDINANCE ADDING CHAPTER 12 (ENFORCEMENT OF PUBLIC HEALTH ORDERS) TO TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE TO PROVIDE LOWER LEVEL REMEDIES FOR VIOLATION OF PUBLIC HEALTH ORDERS

Attachments: Enforcement of Public Health Orders - Report
Enforcement of Public Health Orders - Ordinance

1) Staff Report

2) City Council Clarifying & Technical Questions

3) Public Hearing

4) Motion Whether to Approve Staff Recommendation:

FINAL ADOPTION OF URGENCY ORDINANCE ADDING CHAPTER 12 (ENFORCEMENT OF PUBLIC HEALTH ORDERS) TO TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE TO PROVIDE LOWER LEVEL REMEDIES FOR VIOLATION OF PUBLIC HEALTH ORDERS

11. EMERGENCY ITEMS ADDED TO AGENDA

12. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

13. ADJOURNMENT

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day and on the City of Watsonville website at https://watsonville.legistar.com/Calendar.aspx.

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are

available for public inspection in the City Clerk's Office (275 Main Street, 4th Floor) during normal business hours. Such documents are also available on the City of Watsonville website at https://watsonville.legistar.com/Calendar.aspx subject to staff's ability to post the document before the meeting.

CITY COUNCIL
CITY OF WATSONVILLE
CLOSED SESSION AGENDA
AND STATEMENT FOR MAYOR PRIOR TO CLOSED SESSION
(Government Code §§ 54954.2 and 54957.7)

4:30 P.M. Remote/Teleconference Meeting

__X__Regular _____ Adjourned _____ Special Meeting of __August 25, 2020__
[Date]

The City Council of the City of Watsonville will recess to Closed Session to discuss the matters that follow:

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9)

a) Name of case: City of Watsonville v Joe Martinez , et al - Santa Cruz County Superior Court (Case No. 20 CV 01529) [21 Arthur Rd Receivership]

b) Name of case: Casey Clark v Beatriz Vásquez Flores, et al - Santa Cruz County Superior Court (Case No. 20 CV 01727)

B. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6)

1. Agency negotiators: Mayor's Ad Hoc Committee (Councilmembers Estrada, Parker and Mayor Pro Tempore Coffman-Gomez)

Unrepresented employee: City Attorney

C. PERSONNEL MATTERS §54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Dated: Friday, August 21, 2020 Prepared by: Alan J. Smith, City Attorney

CITY OF WATSONVILLE
FINANCE DEPARTMENT
SUMMARY OF DISBURSEMENTS
WARRANT REGISTER DATED 7/3/2020 TO 8/4/2020

FUND NO.	FUND NAME		AMOUNT
120	TRUST FUND		4,010.00
130	EMPLOYEE CASH DEDUCTIONS FUND		1,442,657.87
150	GENERAL FUND		1,437,260.40
170	INVESTMENTS		763.68
202	REDEVELOPMENT OBLIG RETIREMENT		1,482,542.38
204	HOUSING FUND		4,154.75
205	COMMUNITY DEV BLOCK GRANT		117,894.00
246	CIVIC CENTER COMMON AREA		27,735.31
250	LIBRARY FUND		90,280.66
260	SPECIAL GRANTS		225,375.68
281	PARKS DEVELOPMENT FUND		33,441.88
291	CANNABIS FUND		25,018.52
305	GAS TAX		150,150.13
309	PARKING GARAGE FUND		16,809.12
310	SALES TAX MEASURE G		141,013.59
312	MEASURE D-TRANSPORTATION FUND		8,759.24
347	AFFORDABLE HOUSING		6,177.50
349	PUBLIC FACILITIES		555.00
354	SPECIAL DISTRICT FUNDS		391.96
510	ENERGY BOND DEBT PAYMENT		33,952.61
710	SEWER SERVICE FUND		873,243.52
720	WATER OPERATING FUND		1,079,677.70
730	AIRPORT ENTERPRISE FUND		127,429.92
740	WASTE DISPOSAL FUND		89,798.43
741	LANDFILL CLOSURE		64,661.09
780	WORKER'S COMP/LIABILITY FUND		2,167,944.60
787	HEALTH INSURANCE FUND POOL		617,359.13
		TOTAL	**10,269,058.67**

TOTAL ACCOUNTS PAYABLE 7/3/2020 TO 8/4/2020		8,826,400.80
PAYROLL INVOICES		1,442,657.87
TOTAL OF ALL INVOICES	**TOTAL**	**10,269,058.67**

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0120	DIGITAL NEST, INC.	39001	7/28/2020	REFUND-FACILITY DEP	REFUND- FACILITY DEPOSITS	$324.00
		39001	7/28/2020	REFUND-FACILITY DEP	REFUND- FACILITY DEPOSITS	$500.00
		39001	7/28/2020	REFUND-FACILITY DEP	REFUND- FACILITY DEPOSITS	$609.00
	MARIA MEZA	38778	7/14/2020	06-2020-018165	REFUND- VETERAN'S MEMORIAL HALL DEPOSIT	$609.00
	MIGUEL TOVAR	38788	7/14/2020	06-2020-018164	REFUND- VETERAN'S HALL MEMORIAL DEPOSIT	$609.00
	ONE TIME VENDOR	38801	7/14/2020	06-2020-018162	REFUND- RAMSAY CAR WASH DEPOSIT	$100.00
		38805	7/14/2020	06-2020-018158	REFUND-CIVIC CENTER COMMUNITY ROOM DEPOSIT	$275.00
		39039	7/28/2020	07-2020-018172	REFUND- PINTO LAKE PAVILLION DEPOSIT	$100.00
	SALUD PARA LA GENTE INC	38859	7/14/2020	21596883	REFUND- VETERAN'S HALL RENTAL DEPOSIT	$609.00
	SANTA CRUZ COUNTY OFFICE OF EDUCATION	39066	7/28/2020	21963164	REFUND- CIVIC CENTER DEPOSIT FOR MTG 01/08/2020	$275.00
	Fund Total					$4,010.00
0130	AFLAC	38941	7/17/2020	65253	Payroll Run 1 - Warrant 200717	$9,988.03
		39238	7/31/2020	65897	Payroll Run 1 - Warrant 200731	$9,944.09
	BENEFIT COORDINATORS CORPORATION	38942	7/17/2020	65241	Payroll Run 1 - Warrant 200717	$985.73
		39239	7/31/2020	65888	Payroll Run 1 - Warrant 200731	$970.64
	CA STATE DISBURSEMENT UNIT	603	7/17/2020	65255	Payroll Run 1 - Warrant 200717	$5,434.64
		609	7/31/2020	65899	Payroll Run 1 - Warrant 200731	$3,736.10
	CINCINNATI LIFE INSURANCE CO	38943	7/17/2020	65252	Payroll Run 1 - Warrant 200717	$45.13
	COLONIAL LIFE & ACCIDENT INS	38944	7/17/2020	65243	Payroll Run 1 - Warrant 200717	$198.40
		39240	7/31/2020	65889	Payroll Run 1 - Warrant 200731	$198.40

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	38945	7/17/2020	65244	Payroll Run 1 - Warrant 200717	$604.60
		39241	7/31/2020	65890	Payroll Run 1 - Warrant 200731	$604.60
	ICMA RETIREMENT TRUST 457	598	7/17/2020	65245	Payroll Run 1 - Warrant 200717	$42,032.30
		599	7/17/2020	65291	PAYROLL RUN 1 - WARRANT 200717	$2,375.34
		604	7/31/2020	65891	Payroll Run 1 - Warrant 200731	$41,850.31
		605	7/31/2020	65903	Payroll Run 1 - Warrant 200731	$2,812.44
	PROF FIRE FIGHTERS-WATSONVILLE	38946	7/17/2020	65246	Payroll Run 1 - Warrant 200717	$2,550.00
	PUBLIC EMP RETIREMENT SYSTEM	600	7/17/2020	65247	Payroll Run 1 - Warrant 200717	$269,859.55
		606	7/31/2020	65892	Payroll Run 1 - Warrant 200731	$277,656.84
	SALLY MCCOLLUM	38947	7/17/2020	65242	Payroll Run 1 - Warrant 200717	$500.00
	SEIU LOCAL 521	38949	7/17/2020	65248	Payroll Run 1 - Warrant 200717	$1,340.36
		38948	7/17/2020	65292	PAYROLL RUN 1 - WARRANT 200717	$35.00
		39243	7/31/2020	65893	Payroll Run 1 - Warrant 200731	$1,286.06
		39242	7/31/2020	65904	Payroll Run 1 - Warrant 200731	$25.00
	STATE OF CALIFORNIA TAX BOARD	38950	7/17/2020	65250	Payroll Run 1 - Warrant 200717	$100.00
		39244	7/31/2020	65895	Payroll Run 1 - Warrant 200731	$100.00
	WAGEWORKS INC	38951	7/17/2020	65254	Payroll Run 1 - Warrant 200717	$4,153.65
		39245	7/31/2020	65898	Payroll Run 1 - Warrant 200731	$4,153.65
	WIRE TRANSFER-IRS	602	7/17/2020	65251	Payroll Run 1 - Warrant 200717	$307,269.90
		608	7/31/2020	65896	Payroll Run 1 - Warrant 200731	$324,995.15
	WIRE TRANSFER-STATE OF CALIFORNIA	601	7/17/2020	65249	Payroll Run 1 - Warrant 200717	$60,386.06
		607	7/31/2020	65894	Payroll Run 1 - Warrant 200731	$66,465.90
	Fund Total					$1,442,657.87
0150	A L LEASE COMPANY, INC	38952	7/22/2020	06/30/2020	PARTS	$945.89
		38952	7/22/2020	06/30/2020	PARTS	$53.98

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	A TOOL SHED RENTALS, INC.	38648	7/14/2020	1429705-6	RIVER PARK REPAIRS	$53.54
		38648	7/14/2020	1428716-6	EQUIP RENTAL	$41.25
	A-1 JANITORIAL SERVICE	38969	7/28/2020	7675	JANITORIAL SERVICES AT FREEDOM LIBRARY	$480.00
	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$608.32
		38953	7/22/2020	06/30/2020	SUPPLIES	$42.40
		38953	7/22/2020	06/30/2020	SUPPLIES	$14.20
		38953	7/22/2020	06/30/2020	SUPPLIES	$27.90
		38953	7/22/2020	06/30/2020	SUPPLIES	$63.28
		38953	7/22/2020	06/30/2020	SUPPLIES	$144.25
		38953	7/22/2020	06/30/2020	SUPPLIES	$81.67
		38953	7/22/2020	06/30/2020	SUPPLIES	$63.20
		38953	7/22/2020	06/30/2020	SUPPLIES	$77.02
		38953	7/22/2020	06/30/2020	SUPPLIES	$508.12
		38953	7/22/2020	06/30/2020	SUPPLIES	$105.68
		38953	7/22/2020	06/30/2020	SUPPLIES	$87.34
		38953	7/22/2020	06/30/2020	SUPPLIES	$22.91
		38953	7/22/2020	06/30/2020	SUPPLIES	$31.65
		38953	7/22/2020	06/30/2020	SUPPLIES	$27.23
		38953	7/22/2020	06/30/2020	SUPPLIES	$9.82
		38953	7/22/2020	06/30/2020	SUPPLIES	$16.45
		38953	7/22/2020	06/30/2020	SUPPLIES	$34.91
	AGILIS SYSTEMS, LLC	38913	7/14/2020	2546170	LINXUP TRACKING SERVICE 07/01-07/31/2020	$68.97
		39089	7/28/2020	2592578	#2592578, VEHICLE TRACKING	$68.97
	AIR EXCHANGE, INC.	38653	7/14/2020	91600144	ANNUAL INSPECTION	$1,092.61
		38653	7/14/2020	91600145	HOSECLAMP	$207.58

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AIRTEC SERVICE,INC	38655	7/14/2020	13581	231 UNION SERVICE	$1,806.25
		38655	7/14/2020	13581	231 UNION SERVICE	$933.07
		39207	7/29/2020	13790	SERVICE	$296.00
	ALLIANCE WIRELESS TECHNOLOGIES INC.	38660	7/14/2020	188113	VEHICLE CAMERAS	$1,417.30
	ALLIANT INSURANCE SERVICES, INC.	38975	7/28/2020	QTR. JAN-MARCH 2020	INSURANCE FOR FACILITY RENTALS JAN-MARCH 2020	$1,846.00
	AMERICAN LIBRARY ASSOCIATION	38661	7/14/2020	55091103	SUPPLIES	$37.00
	ANALGESIC SERVICES, INC.	38976	7/28/2020	242715	OXYGEN	$67.00
	ARATA EQUIPMENT COMPANY	38977	7/28/2020	6/26/2020	PARTS AND REPAIRS	$3,361.51
	ARRIAGA, JOHN	39093	7/28/2020	8259	CONSULTANT FOR LEGISLATIVE SER	$625.00
	ASBURY ENVIRONMENTAL SERVICES	38664	7/14/2020	I500-00576183	USED OIL SERVICE	$120.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$545.60
		39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$204.60
		39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$2,318.80
		39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$545.60
	ASSOCIATION OF MONTEREY BAY AREA	38915	7/14/2020	4055	FY20/21 MEMBER JURISDICTION DUES, INV#4055	$8,844.00
	AT&T	38631	7/8/2020	138890696 06/17/2020	138890696 06/17/2020 INTERNET/ TV SERVICES	$211.39
		38665	7/14/2020	138890679-06/14/2020	SERVICE	$38.48
	AT&T-CAL NET 2	38632	7/8/2020	000014013044	CALNET3_100MB LINE	$1,455.45
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$15.07
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$788.59
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$47.26

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$76.09
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$15.08
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$61.02
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$714.95
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$302.28
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$959.59
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$2,346.77
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$20.89
		38666	7/14/2020	000014940077	SERVICE 05/24/2020-06/23/2020	$1,946.11
	AUTO CARE LIFESAVER TOWING	38667	7/14/2020	20-21101	VEHICLE TOW	$54.00
	BAKER & TAYLOR BOOKS	38668	7/14/2020	L3979664-5/31/20	BOOKS	$361.04
		38668	7/14/2020	L1073594-5/31/20	BOOKS	$94.72
		38668	7/14/2020	L4247564-5-6/30	BOOKS	$69.01
		38980	7/28/2020	C0116843-06/30/2020	BOOKS	$171.34
	BAY AREA POLYGRAPH	38670	7/14/2020	986	SERVICE	$200.00
	BEST WESTERN ROSE GARDEN INN	38673	7/14/2020	STAY 06/14-06/25/20	CITY OF WATSONVILLE STAY 06/14-06/25/2020	$1,327.04
	BEWLEY'S CLEANING, INC.	38674	7/14/2020	009049	JUNE SERVICE	$296.70
		38674	7/14/2020	009048	JUNE SERVICE	$156.57
	BIG 5 SPORTING GOODS	38981	7/28/2020	84753	SUPPLIES	$717.54
	BIG CREEK LUMBER COMPANY	38675	7/14/2020	6/26/2020	SUPPLIES	$116.40
	BMI IMAGING SYSTEMS	39100	7/28/2020	313472	WEB HOSTING JULY 2020-JUNE 2021	$1,450.00

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0150	BOUND TREE MEDICAL LLC	38678	7/14/2020	83575641	SUPPLIES	$626.66
		38983	7/28/2020	83675920	MEDICAL SUPPLIES	$717.53
	BUD'S ELECTRIC SERVICE, INC	38680	7/14/2020	4855	SERVICE	$675.00
	BURTON'S FIRE APPARATUS, INC.	38681	7/14/2020	49297	REPAIR PARTS	$344.65
		38681	7/14/2020	49237	PART	$196.25
		38681	7/14/2020	49288	PARTS	$137.69
		39102	7/28/2020	49348	PARTS	$55.04
		38986	7/28/2020	49326	INVERTER AIMS	$1,146.50
		39209	7/29/2020	78762	VEHICLE REPAIRS	$11,430.89
	C & N TRACTOR	38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$54.24
		38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$455.88
		38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$2,220.64
		38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$1,389.32
	CALIFA GROUP	39103	7/28/2020	3566	EBSCO - NOVELIST PLUS UPGRADE	$499.55
	CALIFORNIA COAST UNIFORM COMPANY	38987	7/28/2020	8094	UNIFORM SERVICE	$91.00
	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	38990	7/28/2020	44-027224-04/2020	QUARTERLY FEE- UNDERGROUND STORAGE 04-06/2020	$1,383.00
		38991	7/28/2020	057-425376 04/2020	DIESEL Q. TAX RETURN 04-06/2020, 057-425376	$8,913.00
	CALIFORNIA GREY BEARS INC	38633	7/8/2020	19/20 2ND INSTALL	Social and Community Service G	$1,500.00
	CARLON'S FIRE EXTINGUISHER SALES & SERVICE	38689	7/14/2020	171287	SUPPLIES	$631.50
	CDW GOVERNMENT, INC.	38692	7/14/2020	XSC7845	SUPPLIES	$82.19
		38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$54.18
		38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$54.18
		38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$54.18
		38692	7/14/2020	ZGG1569	WEBCAMS FOR STAFF	$275.28

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0150	CDW GOVERNMENT, INC.	38692	7/14/2020	ZGG1569	WEBCAMS FOR STAFF	$137.64
		38692	7/14/2020	ZGG1569	WEBCAMS FOR STAFF	$68.82
		38692	7/14/2020	ZDZ1902	NEW PRINTER FOR FACILITIES MAINTENANCE	$451.29
		38692	7/14/2020	ZDX6462	APC REPLACEMENT BATTERY	$431.30
	CENTER POINT LARGE PRINT	38693	7/14/2020	1772781	BOOKS	$131.22
	CENTRAL COAST DIESEL	38694	7/14/2020	232188	TRUCK REPAIRS	$1,747.81
		38694	7/14/2020	231239	TRUCK REPAIRS	$2,160.00
		38694	7/14/2020	230693	TRUCK REPAIRS	$1,870.00
	CENTRAL EQUIPMENT SERVICE	38695	7/14/2020	108319	SERVICE & PARTS	$669.29
	CHARTER COMMUNICATIONS	38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$156.64
		38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$30.23
		39108	7/28/2020	0002463071520	SERVICE	$156.64
		39108	7/28/2020	0002463071520	SERVICE	$30.23
	CHAZ CUSTOM EMBROIDERY & DIGITIZING	38701	7/14/2020	3118	SERVICE	$1,077.05
	CHAZ TOWING	38702	7/14/2020	70665	EVIDENCE TOW	$130.00
		38702	7/14/2020	71240	TIRE CHANGE	$54.00
	CHEVROLET OF WATSONVILLE	38703	7/14/2020	236335	OIL CLEANER	$34.73
		38703	7/14/2020	233045	TRUCK REPAIR	$2,192.39
	COAST COUNTIES TRUCK & EQUIP	39210	7/29/2020	6/30/2020	PARTS & SUPPLIES	$7,153.48
	COBRA PROTECTIVE SERVICES	38995	7/28/2020	10006	CLOSURE OF PCS RESTROOMS	$825.00
		38995	7/28/2020	10005	CLOSURE OF PCS RESTROOMS	$825.00
		39110	7/28/2020	10007	PCS RESTROOM CLOSURES	$192.00
	COLE INFORMATION SERVICES	38996	7/28/2020	0799047-IN	CROSS-REFERENCE SOFTWARE	$455.86
	COLE PRO MEDIA, LLC	38707	7/14/2020	2032	MEDIA CONSULTING JUNE 2020	$2,500.00
	COLORID, LLC	38708	7/14/2020	248575	COMPOSITE ID CARDS FOR CITY	$4,330.38

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0150	COLORID, LLC	38708	7/14/2020	248385	FARGO PRINTER ACCESSORIES	$465.22
		38708	7/14/2020	248824	FARGO ID PRINTER	$5,107.44
	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$1,011.65
		38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$82.41
	COUNTY OF SANTA CRUZ COLLECTIONS	38634	7/8/2020	MAY 2020	PARKING TICKET SURCHARGE	$3,558.50
		38955	7/22/2020	MAY 2020- BAL	MAY 2020 PARKING TICKET SURCHARGE	$0.50
	COUNTY OF SANTA CRUZ-AUD CONTROLLER	38919	7/14/2020	LAFCO FY20/21 FEES	LAFCO FY20/21 FEES	$41,210.05
	COUNTY OF SANTA CRUZ-HEALTH SERVICES AGENCY	38710	7/14/2020	E033454	EMT RECERTIFICATION- R. WARRICK, E033454	$100.00
	COUNTY OF SANTA CRUZ-ISD	38997	7/28/2020	Radio Shop 06/20	APRIL - JUNE 2020	$1,303.50
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	39112	7/28/2020	2021-WPD	2021-WPD SART PROGRAM CONTRIBUTION	$66,994.00
	CRIME SCENE CLEANERS INC	38711	7/14/2020	77912	CLEANING SERVICE	$525.00
		39114	7/28/2020	75699	SERVICE	$175.00
		39114	7/28/2020	75698	SERVICE	$300.00
	CRUZIO/THE INTERNET STORE INC.	38920	7/14/2020	N29135-114	WIRELESS AP FOR CITY FROM: 08/01/2020-08/31/2021	$150.00
	CSG CONSULTANTS, INC	38712	7/14/2020	31412	BUILDING CONSTRUCTION PLAN REV	$2,047.50
		38712	7/14/2020	30347	BUILDING CONSTRUCTION PLAN REV	$2,362.50
		38712	7/14/2020	30166	BUILDING CONSTRUCTION PLAN REV	$337.50
		38712	7/14/2020	30167	BUILDING CONSTRUCTION PLAN REV	$600.00
		38712	7/14/2020	31163	BUILDING CONSTRUCTION PLAN REV	$750.00
		38712	7/14/2020	31039	BUILDING CONSTRUCTION PLAN REV	$2,205.00
		38712	7/14/2020	31162	BUILDING CONSTRUCTION PLAN REV	$135.00
		38712	7/14/2020	B200744	BUILDING CONSTRUCTION PLAN REV	$4,515.79
		38998	7/28/2020	31449	BUILDING CONSTRUCTION PLAN REV	$600.00

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0150	CSG CONSULTANTS, INC	38998	7/28/2020	B200892	BUILDING CONSTRUCTION PLAN REV	$5,242.57
	CUZICK, MATT	38714	7/14/2020	06/18/2020	VEHICLE SERVICE	$449.50
		38714	7/14/2020	06/05/2020	VEHICLE SERVICE	$344.50
	CYPRESS COAST FENCE	38715	7/14/2020	20-04-47-FINAL	PAL FENCE	$5,629.50
		38715	7/14/2020	20-04-47-4	FINAL PMT FENCE REPAIRS	$4,146.50
		38715	7/14/2020	20-04-47-4	FINAL PMT FENCE REPAIRS	$448.00
	D&G SANITATION	38716	7/14/2020	271381	SERVICE	$213.88
		38716	7/14/2020	272009	FENCING	$31.72
		38999	7/28/2020	272674	SERVICES	$344.98
	D&M TRAFFIC SERVICES, INC.	39211	7/29/2020	71041	SIGNS	$408.75
	DASH MEDICAL GLOVES	38719	7/14/2020	INV1199607	COVID-19 SUPPLIES- GLOVES	$130.89
	DAVIS AUTO PARTS	38720	7/14/2020	06/26/2020	PARTS	$46.79
	DEMCO INC	39118	7/28/2020	6817423	PROCESSING SUPPLIES	$803.00
	DEPARTMENT OF JUSTICE	38722	7/14/2020	457566	FINGERPRINT SERVICE	$160.00
	DIAMOND D COMPANY	39119	7/28/2020	4281	CITYWIDE SIDEWALK REPAIR PROJECT-60 PENNY LN	$1,675.00
	DIAMOND VIEW AUTO GLASS	38723	7/14/2020	INV-0673	WINDSHIELD REPLACEMENT	$355.00
		38723	7/14/2020	INV-0674	WINDSHIELD REPAIR	$85.00
	DIXON & SONS TIRES INC.	38724	7/14/2020	06/29/2020	VEHICLE MAINTENANCE AND SERVICE	$411.81
		38724	7/14/2020	06/29/2020	VEHICLE MAINTENANCE AND SERVICE	$9,115.01
	ECOPLEXUS, INC.	38725	7/14/2020	1974	MAINTENANCE FOR SOLAR PANEL SY	$229.68
		38725	7/14/2020	1819	MAINTENANCE FOR SOLAR PANEL SY	$898.75
		38725	7/14/2020	1621	MAINTENANCE FOR SOLAR PANEL SY	$898.75
	EDUARDO VALADEZ	38726	7/14/2020	07	SERVICE	$246.90
		38726	7/14/2020	06	SERVICE	$473.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ERNESTO'S CLEANING SERVICES	38730	7/14/2020	062920	CUSTODIAL SERVICES FOR MAIN LI	$2,937.00
	ESPERANZA DEL VALLE INC	38731	7/14/2020	ART GRANT	ART GRANT- PARKS AND REC COMMISSION	$1,000.00
	EWING IRRIGATION PRODUCTS, INC.	39125	7/28/2020	12023557	TREE STRAP	$44.26
	FASTENAL COMPANY	38734	7/14/2020	CAWAT106699	BLACK GLOVES	$43.82
		38734	7/14/2020	CAWAT106391	CREDIT SAFETY VEST	($36.27)
		38734	7/14/2020	CAWAT107022	GLOVES	$1,013.02
		38734	7/14/2020	CAWAT108066	CAUTION TAPE	$36.02
		38734	7/14/2020	CAWAT108064	CAUTION TAPE	$48.03
		38734	7/14/2020	CAWAT108196	SUPPLIES	$176.80
		38734	7/14/2020	CAWAT105026	SUPPLIES- PPE	$29.66
		38734	7/14/2020	CAWAT108208	GLOVES	$20.58
		38734	7/14/2020	CAWAT108215	PARTS	$57.27
		38734	7/14/2020	CAWAT108261	PARTS	$11.68
		38734	7/14/2020	CAWAT108153	PARTS	$45.20
		38734	7/14/2020	CAWAT108156	SUPPLIES	$51.64
		38734	7/14/2020	CAWAT104916	FRANICH PARK RESTROOM SUPPLIES	$55.68
		38734	7/14/2020	CAWAT107111	SUPPLIES FOR RAMSAY PARK RESTROOM	$275.42
		38734	7/14/2020	CAWAT108298	RETURN- SUPPLIES	($106.82)
		38734	7/14/2020	CAWAT108372	SUPPLIES	$33.63
		38734	7/14/2020	CAWAT108354	PARTS	$50.99
		38734	7/14/2020	CAWAT108353	PARTS	$46.79
		39126	7/28/2020	CAWAT108411	CAUTION TAPE	$36.02
		39126	7/28/2020	CAWAT108394	SUPPLIES	$252.64
		39010	7/28/2020	CAWAT108375	GRAFFITTI REMOVER	$136.58

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FEDEX	39127	7/28/2020	7-055-67550	FRT	$22.62
	FINDAWAY WORLD LLC	38737	7/14/2020	321447	SUPPLIES	$343.50
		38737	7/14/2020	321321	BOOKS	$293.13
	FIRST ALARM, INC.	39128	7/28/2020	548612	ALARM MONITORING 07/01-09/30/2020	$311.85
		39128	7/28/2020	550835	ALARM MONITORING 07/01-09/30/2020	$106.71
		39128	7/28/2020	551317	ALARM MONITORING 07/01-09/30/2020	$858.96
		39128	7/28/2020	549236	ALARM MONITORING	$30.00
		39128	7/28/2020	556648	SERVICE	$213.69
		39128	7/28/2020	556439	SERVICE	$225.09
		39128	7/28/2020	555691	ALARM MONITORING 08/01-10/31/2020	$30.00
	FREEDOM TUNE-UP	38740	7/14/2020	10952	FLEET SMOG	$49.00
		38740	7/14/2020	10957	FLEET SMOG	$46.00
		38740	7/14/2020	10969	FLEET SMOG	$46.00
		38740	7/14/2020	10962	FLEET SMOG	$46.00
		38740	7/14/2020	10945	FLEET SMOG	$46.00
		38740	7/14/2020	10947	FLEET SMOG	$46.00
		38740	7/14/2020	10941	FLEET SMOG	$46.00
		38740	7/14/2020	10931	SERVICE	$88.98
		38740	7/14/2020	10974	FLEET SMOG	$49.00
		38740	7/14/2020	10980	FLEET SMOG	$59.00
		38740	7/14/2020	10973	FLEET SMOG	$49.00
		38740	7/14/2020	10975	FLEET SMOG	$59.00
	GALE CENGAGE LEARNING	39013	7/28/2020	70791141	BOOKS	$26.97
	GCS ENVIRONMENTAL EQUIPMENT SERVICES	38743	7/14/2020	21651	CONTROL VALVE	$516.57

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	GCS ENVIRONMENTAL	38743	7/14/2020	21657	VEHICLE PARTS	$61.30
	GIUSEPPE CAMPANELLA	38646	7/8/2020	REFUND- 1991 FORD	REFUND- PURCHASE OF 1991 FORD RANGER	$1,539.00
	GRANICUS, INC.	39132	7/28/2020	126753	Live Streaming & Agendas Softw	$4,098.94
	GREEN RUBBER-KENNEDY AG	39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$30.05
	GREGORIO V. MONTES JR	38747	7/14/2020	PARAMEDIC RENEWAL	FIRE- PARAMEDIC RENEWAL REIMBURSEMENT	$200.00
	HARRIS & ASSOCIATES INC.	39017	7/28/2020	45402	To determine appropriate CEQA	$5,538.16
	HINDERLITER, DE LLAMAS & ASSOCIATES	39018	7/28/2020	SIN001957	SALES AND USE TRANS. AUDIT & I	$41.77
		39018	7/28/2020	SIN001958	SALES AND USE TRANS. AUDIT & I	$300.00
		39018	7/28/2020	SIN001399	SALES AND USE TRANS. AUDIT & I	$2,162.93
	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$162.62
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$61.11
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$188.59
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$204.67
		39227	7/29/2020	07/13/2020-FY20/21	SUPPLIES	$7.61
	HORN, STEVE	38750	7/14/2020	10054	SKATE PARK SERVICE	$1,200.00
		38750	7/14/2020	10050	SERVICE	$1,200.00
	INNOVATED CONTROL SYSTEMS, INC.	39133	7/28/2020	212993	#212993, REPAIRS FOR RAMSAY DRIP IRRIGATION	$12.45
	INTERSTATE BATTERY CO	38754	7/14/2020	07/02/2020	BATTERIES	$793.30
	INTERSTATE TRAFFIC CONTROL PRODUCTS	38755	7/14/2020	238600	SIGNS	$573.77
	JAUREGUI, ANGELICA	38756	7/14/2020	6/17/2020	PD-SUPPLIES	$182.89
	JORGE ROCHA	38759	7/14/2020	BOOT REIMB FY19/20	PCS- BOOT REIMBURSEMENT	$200.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	JOSE HUMBERTO CAMACHO	38760	7/14/2020	ART GRANT	ART GRANT RECIPIENT	$1,000.00
	KELLY-MOORE PAINT COMPANY, INC.	38765	7/14/2020	818-00000306256	PAINT	$121.91
		38765	7/14/2020	818-00000306255	SUPPLIES	$26.50
		39021	7/28/2020	818-00000306600	PAINT	$38.75
	K-MART CORP	38764	7/14/2020	006 02358	CAMP SUPPLIES	$158.10
	KME FIRE APPARATUS	38769	7/14/2020	ca 552298	GLASS	$868.92
	L N CURTIS & SONS	38770	7/14/2020	INV386119	SUPPLIES	$848.07
	LARGE'S METAL FABRICATION, INC	38771	7/14/2020	124421	TRUCK BUMPER PROTECTION	$1,164.80
	LENOVO INC.	39022	7/28/2020	6454427857	LENOVO TABLETS	$2,285.26
	LIBRARY IDEAS	39138	7/28/2020	76255	SUBSCRIPITON RENEWAL	$4,120.00
	LIEBERT CASSIDY WHITMORE	38774	7/14/2020	1500549	LEGAL SERVICES	$324.50
		38774	7/14/2020	1500547	LEGAL SERVICES	$114.00
		38774	7/14/2020	1500548	LEGAL SERVICES	$1,091.50
	LOCAL AGENCY FORMATION COMMISSION	39140	7/28/2020	07/01/2020	LAFCO FY20/21 FEES	$41,210.05
	LOGMEIN, INC.	38926	7/14/2020	IN60001236456	RENEWAL 100 LOGMEIN LICENSES	$1,659.99
	MARIA MEZA	38778	7/14/2020	06-2020-018165	REFUND- VETERAN'S MEMORIAL HALL DEPOSIT	$730.76
		38778	7/14/2020	06-2020-018165	REFUND- VETERAN'S MEMORIAL HALL DEPOSIT	$156.00
		38778	7/14/2020	06-2020-018165	REFUND- VETERAN'S MEMORIAL HALL DEPOSIT	$832.00
		38778	7/14/2020	06-2020-018165	REFUND- VETERAN'S MEMORIAL HALL DEPOSIT	$381.24
	MARTINEZ, PRISCILLA	38779	7/14/2020	ART GRANT	RECIPIENT PAYMENT	$1,000.00
	MAZE & ASSOCIATES	39025	7/28/2020	36836	JUNE PROFESSIONAL SERVICES	$15,622.00
	MBS BUSINESS SYSTEMS	38780	7/14/2020	387170	PRINTER FEES	$197.37
	MEDIASIGNAGE.COM	39142	7/28/2020	4125109	MS-60 RESELLER LICENSE SUBSCRIPTION	$1,188.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MID VALLEY SUPPLY	38958	7/22/2020	06/30/2020	SUPPLIES	$128.94
		38958	7/22/2020	06/30/2020	SUPPLIES	$1,097.27
		38958	7/22/2020	06/30/2020	SUPPLIES	$108.50
		38958	7/22/2020	06/30/2020	SUPPLIES	$875.80
		38958	7/22/2020	06/30/2020	SUPPLIES	$617.54
		38958	7/22/2020	06/30/2020	SUPPLIES	$572.48
		38958	7/22/2020	06/30/2020	SUPPLIES	$128.57
	MIDWEST TAPE	38787	7/14/2020	98873745	SUPPLIES	$197.02
		38787	7/14/2020	98873746	SUPPLIES	$158.53
		38787	7/14/2020	98873747	SUPPLIES	$321.71
		39027	7/28/2020	99069477	LIBRARY SUPPLIES	$64.38
		39027	7/28/2020	98968431	LIBRARY SUPPLIES	$21.00
	MIGUEL TOVAR	38788	7/14/2020	06-2020-018164	REFUND- VETERAN'S HALL MEMORIAL DEPOSIT	$100.00
	MISSION LINEN SUPPLY	38639	7/8/2020	296506-06/01/2020	UNIFORM RENTAL AND LAUNDRY SER	$576.04
		38790	7/14/2020	296506-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$136.24
		38790	7/14/2020	292103-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$245.35
		38959	7/22/2020	292108-07/01/2020	UNIFORM RENTAL AND LAUNDRY SER	$60.32
		38959	7/22/2020	292109-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$470.13
	MONARCH SERVICES	38640	7/8/2020	2ND INSTALL 19/20	Social and Community Service G	$3,750.00
	MONUMENT LUMBER COMPANY	39032	7/28/2020	06/25/2020	SUPPLIES	$24.53
	MOORE IACOFANO GOLTSMAN, INC.	39033	7/28/2020	0065174	ENVIRONMENTAL ANALYSIS OF 547	$7,755.00
		39033	7/28/2020	0063871	ENVIRONMENTAL ANALYSIS OF 547	$9,458.25
		39033	7/28/2020	0061905	Enviromental review of project	$4,672.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MOORE IACOFANO GOLTSMAN,	39033	7/28/2020	0065172	Enviromental review of project	$15,306.02
	MORENO ROOFING CORPORATION	38792	7/14/2020	1050307	LEAK REPAIR AT 320 HARVEST DR.	$391.30
	MUNICIPAL MAINTENANCE EQUIPMENT	38793	7/14/2020	0150169-IN	PARTS	$1,506.61
	MYRON MANUFACTURING CORP	39035	7/28/2020	115568024	SUPPLIES	$503.45
	NETFILE, INC.	39146	7/28/2020	6795	CAMPAIGN DISCLOSURE & ECONOMIC	$3,500.00
	NEW AUTOMOTIVE COLOR 2004	38795	7/14/2020	1653715	SPRAY CAN	$69.31
		38795	7/14/2020	1653697	SUPPLIES	$82.19
		38795	7/14/2020	1653708	SPRAY CAN	$51.98
	NEXTREQUEST CO.	39147	7/28/2020	1513	RECORDS REQUESTS PLATAFORM	$6,514.75
	NPM, INC.	38797	7/14/2020	181865	INSPECTION	$80.00
	OCEAN HONDA	38798	7/14/2020	647776	PARTS	$49.60
	OCLC, INC	39148	7/28/2020	1000049275	WEBDEWEY	$745.90
		39148	7/28/2020	1000049281	CATALOGING & METADATA SUBSCRIPTION	$566.96
		39148	7/28/2020	1000052924	FIRSTSEARCH 7/1/20-6/30/21	$2,570.40
	OCTAVIO BAROCIO	38960	7/22/2020	TUITION REIMB	WPD- TUITION REIMBURSEMENT	$2,000.00
	ONE TIME VENDOR	38803	7/14/2020	06-2020-018159	REFUND- PINTO LAKE	$45.00
		38800	7/14/2020	21663971	REFUND- COMP. SOCCER	$150.00
		38802	7/14/2020	06-2020-018167	REFUND- PINTO LAKE RV RESERVATION	$45.00
		38804	7/14/2020	REISSUE CHECK#36312	REFUND- PINTO LAKE PAVILLION DEPOSIT	$100.00
		38799	7/14/2020	REISSUE CHECK#37231	REFUND- FLYERS AFTER SCHOOL PROGRAM	$250.00
		39040	7/28/2020	21951036	REFUND- PINTO LAKE RV RESERVATION	$225.00
		38961	7/22/2020	REISSUE CHECK #37890	REFUND- MEN'S SPRING SOFTBALL LEAGUE 2020	$590.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ONE TIME VENDOR	39038	7/28/2020	21950794	REFUND- PINTO LAKE RV RESERVATION	$135.00
		38962	7/22/2020	REISSUE CHECK #37892	REFUND- CO-ED SPRING SOFTBALL LEAGUE 2020	$590.00
		39149	7/28/2020	22245260	REFUND- PINTO LAKE RV RESERVATION	$135.00
		39039	7/28/2020	07-2020-018172	REFUND- PINTO LAKE PAVILLION DEPOSIT	$150.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	38807	7/14/2020	38081	REPLACE HEAD LIGHT	$58.73
		38807	7/14/2020	38008	SUPPLIES	$54.93
		38807	7/14/2020	38149	SHARPEN CHAIN	$12.00
		38807	7/14/2020	38214	SWITCH	$27.30
		38807	7/14/2020	38232	ALTERNATOR	$540.78
		38807	7/14/2020	38129	SERVICE & PARTS	$615.25
		38807	7/14/2020	38337	SERVICE	$611.43
		38807	7/14/2020	11018	FLEET SMOG	$46.00
		38807	7/14/2020	11019	FLEET SMOG	$46.00
		38807	7/14/2020	11016	FLEET SMOG	$46.00
		38807	7/14/2020	38434	SERVICE	$456.46
		39041	7/28/2020	38267	SERVICE	$64.19
		39041	7/28/2020	38303	SERVICE	$108.73
		39150	7/28/2020	38521	LABOR AND PARTS	$114.76
		39150	7/28/2020	38618	BLADES	$36.00
	PACIFIC COAST FLAG	39151	7/28/2020	23325	FLAGS FOR STOCK	$963.53
		39151	7/28/2020	23360	FLAGS FOR STOCK	$613.84
	PACIFIC GAS & ELECTRIC	38809	7/14/2020	4048670603-5-6/18/	ELEC	$10.45
		38812	7/14/2020	3653340008-5-6/18	ELEC	$19.95

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0150	PACIFIC GAS & ELECTRIC	38811	7/14/2020	4287605895-1-6/19	ELEC	$10.82
		38825	7/14/2020	5060076049-5-6/23	ELEC	$640.64
		38822	7/14/2020	5740377546-3-6/24	ELEC	$264.59
		38829	7/14/2020	9491368495-0-6/22	ELEC	$1,759.11
		38829	7/14/2020	9491368495-0-6/22	ELEC	$546.52
		38814	7/14/2020	4829825447-4-6/22	ELEC	$50.68
		38821	7/14/2020	0458151262-3-6/22	ELEC	$215.12
		38824	7/14/2020	8480030300-4-6/21	ELEC	$586.24
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$649.88
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$2,665.83
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$7,204.70
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$27.86
		39157	7/28/2020	0951393634-5-7/15	ELEC	$38.92
		39155	7/28/2020	9656517006-3-7/15	ELEC	$12.86
		39170	7/28/2020	7523404092-3-7/14/	GAS & ELEC	$4,224.75
		39158	7/28/2020	3653340008-5-7/17	ELEC	$40.02
		39156	7/28/2020	4048670603-5-7/17	ELEC	$20.55
		39167	7/28/2020	0418334151-2-7/16	ELEC	$489.07
		39153	7/28/2020	4287605895-1-7/20/	ELEC	$11.21

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0150	PACIFIC GAS & ELECTRIC	39168	7/28/2020	8480030300-4-7/21	ELEC	$670.16
		39159	7/28/2020	4829825447-4-7/21/20	ELEC	$50.38
		39164	7/28/2020	0458151262-3-7/21/	ELEC	$191.77
		39231	7/29/2020	5060076049-5-7/22	ELEC	$721.80
	PACIFIC ROOF & EXTERIOR SOLUTIONS	38836	7/14/2020	2061	CLEANING SERVICES	$6,873.25
	PACIFIC SANTA CRUZ VETERINARY HOSPITAL	38861	7/14/2020	920033	K-9 VET EXAM	$340.20
		39215	7/29/2020	930292	PD CANINE SERVICES	$450.75
	PACIFIC TRUCK PARTS	38837	7/14/2020	6/16/2020	REPAIR PARTS & SUPPLIES	$4,409.88
	PAJARO VALLEY FABRICATION INC.	38838	7/14/2020	28027	TRUCK#620 REPAIR	$440.00
		38838	7/14/2020	28014	CAMERA BRACKETS	$28.65
		38838	7/14/2020	27993	BRACKET	$57.17
		38838	7/14/2020	28005	LOADER PARTS	$45.69
	PAJARO VALLEY LOCK SHOP	38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$119.46
		38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$8.69
		38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$3.59
		38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$695.92
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$40.79
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$124.13
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$729.98
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$77.31
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	38839	7/14/2020	9/1-5/31/2020	CASE MANAGEMENT - PVPSA 9/1/20	$38,775.02
	PAJARO VALLEY PRINTING	38840	7/14/2020	40597	FIREWORKS BOOTH FLYERS	$1,666.06
		38840	7/14/2020	40605	SUMMER IS HERE CAMPAIGN FLYERS	$497.09

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PAJARO VALLEY PRINTING	39050	7/28/2020	40577	ADMIN CITATIONS	$162.78
		39179	7/28/2020	40663	CODE MANUAL	$103.79
		39179	7/28/2020	40620	"OUR TOWN" JULY NEWSLETTER	$2,288.79
		39179	7/28/2020	40621	"OUR TOWN" NEWSLETTER, JULY 2020	$2,611.08
		39179	7/28/2020	40701	PRINTS- PROTECTING AGRICULTURAL WORKERS FROM COVID	$359.43
		39050	7/28/2020	40571	OUR TOWN NEWSLETTER	$7,100.00
		39050	7/28/2020	40571	OUR TOWN NEWSLETTER	$1,258.00
		39050	7/28/2020	40615	CITATION FORMS	$599.78
	PAJARO VALLEY UNIFIED SCHOOL DISTRICT	38841	7/14/2020	19/20 RENTAL FEES	MAINT 10%	$865.45
	PRAXAIR DISTRIBUTION, INC	38847	7/14/2020	97297935	CYLINDER RENT	$156.52
		39053	7/28/2020	97266383	CYLINDER RENT	$50.22
	PROMEVO, LLC	38931	7/14/2020	149194	GPANEL ANNUAL RENEWAL FROM 08/08/2020-08/08/2021	$4,000.00
	QUENCH USA, INC.	39186	7/28/2020	INV02543433	WATER SERVICE	$65.55
		39186	7/28/2020	INV02555541	WATER SERVICE	$15.03
		39186	7/28/2020	INV02555541	WATER SERVICE	$15.02
		39186	7/28/2020	INV02555541	WATER SERVICE	$15.02
		39186	7/28/2020	INV02555541	WATER SERVICE	$15.02
	RAEL & LETSON CONSULTANTS & ACTUARIES INC.	39057	7/28/2020	256683	PROFESSIONAL SERVICES	$967.00
	RAIMI + ASSOCIATES, INC.	39059	7/28/2020	20-3697	DOWNTOWN SPECIFIC PLAN, EIR &	$2,710.91
		39059	7/28/2020	20-3763	DOWNTOWN SPECIFIC PLAN, EIR &	$1,190.58
		39059	7/28/2020	20-3648.1	DOWNTOWN SPECIFIC PLAN, EIR &	$5,092.03
	RDO EQUIPMENT CO.	39060	7/28/2020	W1365239	VEHICLE SERVICE AND REPAIRS	$8,991.92
	RECORDED BOOKS, INC.	38850	7/14/2020	76660668	BOOKS	$119.60

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0150	RECORDED BOOKS, INC.	39061	7/28/2020	76642863	LIBRARY MEDIA	$170.07
		39061	7/28/2020	76639862	LIBRARY MEDIA	$194.05
	REGISTER PAJARONIAN	38851	7/14/2020	2020-381066	ORDINANCE AD	$434.93
		38851	7/14/2020	2020-376648	TAXI RATE ORDIN AD	$305.09
		38851	7/14/2020	2020-377909	ORDINANCE AD	$492.06
	RICOH USA, INC	38642	7/8/2020	103822514	COPIER RENTAL	$1,256.09
		38852	7/14/2020	5059853814	COPIER CHARGES	$68.72
		38852	7/14/2020	5059853814	COPIER CHARGES	$68.73
		38852	7/14/2020	5059853814	COPIER CHARGES	$68.72
		38852	7/14/2020	5059853814	COPIER CHARGES	$123.33
		38852	7/14/2020	5059853814	COPIER CHARGES	$84.16
		38852	7/14/2020	5059853814	COPIER CHARGES	$89.43
		38852	7/14/2020	5059853814	COPIER CHARGES	$33.07
		38852	7/14/2020	5059853814	COPIER CHARGES	$33.07
		38852	7/14/2020	5059853814	COPIER CHARGES	$22.05
		38852	7/14/2020	5059853814	COPIER CHARGES	$22.05
		38852	7/14/2020	1085597431	NEW PRINTER FOR CM DEPARTMENT	$11,133.69
		38852	7/14/2020	1085597430	NEW PRINTER FOR MECHANIC SHOP	$5,480.35
		38852	7/14/2020	1085597430	NEW PRINTER FOR MECHANIC SHOP	$500.00
		38852	7/14/2020	1085596806	NEW PRINTER FOR I.T.	$11,290.36
		39064	7/28/2020	5059894218	MONTHLY COPIER MAINTENANCE	$177.00
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$12.06
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$141.20
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$42.38
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$111.76
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$111.76

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$74.51
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$74.50
	ROCHA, JOSE J	38854	7/14/2020	BOOT REIMB FY19/20	PCS- BOOT REIMBURSEMENT	$200.00
	ROSS RECREATION EQUIPMENT CO., INC.	38857	7/14/2020	I16893	LADDERS	$590.12
	ROTARY CLUB OF WATSONVILLE	39205	7/28/2020	1392	1392 QUARTERLY MEMBER DUES	$75.00
	RUDY RAMIREZ	38858	7/14/2020	BOOT REIMB FY19/20	PCS- BOOT REIMBURSEMENT	$169.34
	SANCHEZ, CESAR-PARKS DEPT	38860	7/14/2020	6/30/2020	PARKS SAFETY BOOTS	$175.00
	SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY	39236	7/29/2020	#20/21-1WA	1ST PMT-ANIMAL SERVICES	$290,579.60
	SANTA CRUZ REGIONAL 9-1-1	38647	7/8/2020	Q1 FY 20/21	1ST QUARTER BILLING JPA AGREEMENT FOR DISPATCH SER	$418,271.00
		38647	7/8/2020	Q1 FY 20/21	1ST QUARTER BILLING JPA AGREEMENT FOR DISPATCH SER	$5,535.60
	SAVE MART SUPERMARKET	39067	7/28/2020	6/30/2020	SUPPLIES	$1.67
	SCHAEFER, ALMITA L.	38863	7/14/2020	5/18/2020	FIRE SAFETY BOOTS	$250.00
	SCOTT'S PPE RECON INC.	38864	7/14/2020	36230	SUPPLIES	$87.34
	SENTRY ALARM SYSTEM	38934	7/14/2020	2140536	ALARM SERVICE	$262.50
	SERVICE PRINTERS	38867	7/14/2020	1768	BUSINESS CARDS- M. VEGA	$92.86
		38935	7/14/2020	1770	BUSINESS CARDS FOR STAFF	$92.86
		39191	7/28/2020	1771	PCS ENVELOPES	$333.21
	SHRED-IT USA	39071	7/28/2020	8129998797	SHREDDING SERVICES	$884.78
		39071	7/28/2020	8129998797	SHREDDING SERVICES	$74.28
		39071	7/28/2020	8129998797	SHREDDING SERVICES	$43.13
	SILKE COMMUNICATIONS	39072	7/28/2020	96557	SERVICE AND PARTS	$341.46
		39072	7/28/2020	95831	SERVICE	$145.00
		39072	7/28/2020	96556	SERVICE	$317.26

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	SILKE COMMUNICATIONS	39072	7/28/2020	96553	SERVICE AND PARTS	$436.46
		39072	7/28/2020	96554	SERVICE	$341.46
	SIRCHIE FINGER PRINT LABORATORIES, INC.	38868	7/14/2020	0447780-IN	TEST	$227.99
		39220	7/29/2020	0450281-IN	SUPPLIES	$1,732.28
	SLOAN SAKAI YEUNG & WONG LLP	39073	7/28/2020	43889	IAFF ARBITRATION	$366.00
	SPECTRATEK	38871	7/14/2020	101346-T20	GPS TRACKER CELLULAR SERVICE	$1,635.00
	STAPLES CREDIT PLAN	38872	7/14/2020	ACCT 3457	SUPPLIES	$21.26
		38872	7/14/2020	ACCT 3457	SUPPLIES	$26.37
		38872	7/14/2020	ACCT 3457	SUPPLIES	$12.18
		38872	7/14/2020	ACCT 3457	SUPPLIES	$277.47
		38872	7/14/2020	ACCT 3457	SUPPLIES	$178.60
		38872	7/14/2020	ACCT 3457	SUPPLIES	$98.31
		38872	7/14/2020	ACCT 3457	SUPPLIES	$28.94
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	38874	7/14/2020	05027967	BARRICADES	$3,268.25
	STURDY OIL COMPANY	38875	7/14/2020	06/30/2020	PETROLEUM PRODUCTS FOR CITY WI	$2,478.14
		38875	7/14/2020	06/30/2020	PETROLEUM PRODUCTS FOR CITY WI	$37,329.72
	SUPERIOR ALARM COMPANY	39194	7/28/2020	152997	ALARM MONITORING 07/01/-09/30/2020	$156.00
		39194	7/28/2020	152944	ALARM MONITORING SERVICE 07/01 -09/30/2020	$159.00
		39194	7/28/2020	152901	ALARM MONITORING 07/01-09/30/2020	$136.50
		39194	7/28/2020	152905	ALARM MONITORING 07/01-09/30/2020	$115.50
		39194	7/28/2020	152655	ALARM MONITORING 07/01-09/30/2020	$181.50
	SWANK MOTION PICTURES, INC.	39195	7/28/2020	2878309	COPYRIGHT COMPLIANCE SITE LICENSE	$681.00

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0150	SYNCB/AMAZON	38876	7/14/2020	026694 6	SUPPLIES	$27.23
		38876	7/14/2020	026694 6	SUPPLIES	$402.43
		38876	7/14/2020	026694 6	SUPPLIES	$77.94
	TAYLOR'S OFFICE CITY	39221	7/29/2020	06/30/2020	SUPPLIES	$982.16
		39221	7/29/2020	06/30/2020	SUPPLIES	$99.52
		39221	7/29/2020	06/30/2020	SUPPLIES	$277.28
		39221	7/29/2020	06/30/2020	SUPPLIES	$183.79
		39221	7/29/2020	06/30/2020	SUPPLIES	$138.71
		39221	7/29/2020	06/30/2020	SUPPLIES	$42.06
		39221	7/29/2020	06/30/2020	SUPPLIES	$136.33
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$15,559.28
		38956	7/22/2020	94528	PROF SERVICES	$61.20
		38956	7/22/2020	94528	PROF SERVICES	$2,346.00
		38956	7/22/2020	94528	PROF SERVICES	$113.53
		38956	7/22/2020	94528	PROF SERVICES	$1,071.60
	THUL, DONALD	39198	7/28/2020	TRVL ON 07/08/2020	WPD- SHERMAN BLOCK INSTITUTE (2 OF 8) PER DIEM	$167.75
	TINO'S PLUMBING INC	38880	7/14/2020	126509	SERVICE	$194.57
		38880	7/14/2020	126497	SERVICE	$240.93
		39077	7/28/2020	122967	SERVICE AT 100 E. FRONT ST	$125.00
		39199	7/28/2020	129660	SUDDEN ST REPAIR	$140.00
	TIREHUB, LLC	38881	7/14/2020	14453908	TIRES	$1,005.10
	TOWNSEND AUTO PARTS	39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$68.30
		39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$49.98
		39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$82.47
		39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$2,083.88

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TRAFFIC MANAGEMENT, INC.	38883	7/14/2020	630165	EQUIPMENT RENTAL	$828.00
		38883	7/14/2020	615536	BARRIER RENTALS FOR RAMSAY PARK	$2,128.00
	TRI COUNTY LANDSCAPE SUPPLY	38884	7/14/2020	49732	TOPSOIL BLEND	$64.64
		38884	7/14/2020	49751	TOPSOIL BLEND	$43.09
		38884	7/14/2020	49511	TOPSOIL BLEND	$43.09
		38884	7/14/2020	49716	TOPSOIL BLEND	$43.09
	TRI-COUNTY FIRE PROTECTION INC	39202	7/28/2020	52818	SERVICE	$45.00
		39202	7/28/2020	52819	SERVICE	$36.00
		39202	7/28/2020	52820	SERVICE	$9.00
		39202	7/28/2020	52816	SERVICE	$72.00
		39202	7/28/2020	52815	SERVICE	$63.00
		39202	7/28/2020	52817	SERVICE	$18.00
	TYLER TECHNOLOGIES, INC.	38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$1,218.00
		38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$165.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$1,218.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$165.00
	U S BANK CORPORATE PAYMENT SYSTEM	38643	7/8/2020	8615-05/22/2020	MALWARE SUBSCRIPTION	$39.99
		38643	7/8/2020	8615-05/22/2020	SUBSCRIPTION FOR TV SIGNAGE	$99.00
		38643	7/8/2020	8615-05/22/2020	ONLINE MONTHLY SERVICE-PAYPAL	$5.00
		38886	7/14/2020	6703-05/22/2020	DCM MTG.- T. VIDES & N. MANNING	$37.13
		38886	7/14/2020	6703-05/22/2020	COVID-19 SHEETS FOR MASKS	$99.35
		38886	7/14/2020	6703-05/22/2020	OFFICE SUPPLIES- SIT/STAND WORKSTATION	$453.38
		38886	7/14/2020	6703-05/22/2020	COVID-19 FLOOR DECALS	$2,684.50
		38886	7/14/2020	6703-05/22/2020	OTHER SUPPLIES- MULTI CH WIRELESS HDMI	$234.86

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0150	U S BANK CORPORATE PAYMENT SYSTEM	38886	7/14/2020	6703-05/22/2020	PRINTING SUPPLIES- PLASTIC TABS	$70.02
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$76.68
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$73.74
		38963	7/22/2020	6703-06/22/2020	STAFF LUNCH MTG: PREP CITY COUNCIL MTG	$43.65
		38963	7/22/2020	6703-06/22/2020	GYM EQUIPMENT	$3,000.00
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$577.96
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$338.88
		38963	7/22/2020	6703-06/22/2020	OFFICE SUPPLIES	($70.02)
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$309.00
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$566.51
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$87.34
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$256.20
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	($41.20)
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	($82.40)
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	($82.40)
		38963	7/22/2020	6703-06/22/2020	COVID-19 SUPPLIES	$1,699.52
		38963	7/22/2020	6341-06/22/2020	DUTY GEAR - TOURNIQUETS	$164.44
		38963	7/22/2020	6341-06/22/2020	HAT BADGES	$817.03

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	6341-06/22/2020	BACKGROUND SERVICES	$270.00
		38963	7/22/2020	6341-06/22/2020	OFFICE SUPPLIES-FOLDERS	$50.70
		38963	7/22/2020	6341-06/22/2020	OFFICE SUPPLIES-WEBCAMS	$190.96
		38963	7/22/2020	6341-06/22/2020	DUTY GEAR - TOURNIQUETS	$157.28
		38963	7/22/2020	6341-06/22/2020	DUTY GEAR - TOURNIQUETS	$275.23
		38963	7/22/2020	6341-06/22/2020	DUTY GEAR - BWC CLIPS	$170.98
		38963	7/22/2020	6341-06/22/2020	K9 CONSULTING/TRAINING	$348.00
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$94.84
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$25.11
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$66.84
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$86.49
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$111.49
		38963	7/22/2020	9522-06/22/2020	ONLINE STAFF TRAINING	$22.00
		38963	7/22/2020	9522-06/22/2020	ONLINE STAFF TRAINING	$22.00
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$21.84
		38963	7/22/2020	9522-06/22/2020	MEMBERSHIP	$95.00
		38963	7/22/2020	9522-06/22/2020	MEMBERSHIP	$95.00
		38963	7/22/2020	9522-06/22/2020	MEMBERSHIP	$775.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	9522-06/22/2020	MEMBERSHIP	$200.00
		38963	7/22/2020	9522-06/22/2020	MEMBERSHIP	$135.00
		38963	7/22/2020	2625-06/22/2020	AFFIXA LICENSE RENEWAL: SOFTWARE	$1,181.25
		38963	7/22/2020	2625-06/22/2020	CD-R FOR PROPERTY	$81.30
		38963	7/22/2020	2625-06/22/2020	WIRELESS MOUSE FOR B.FLORES	$25.12
		38963	7/22/2020	2625-06/22/2020	WIRELESS MOUSE FOR I.ORTIZ	$27.26
		38963	7/22/2020	2625-06/22/2020	USB HEADSETS FOR ONLINE MEETINGS/COVID	$109.21
		38963	7/22/2020	2625-06/22/2020	SSL CERTIFICATE RENEWAL CITYOFWATSONVILLE.ORG	$739.98
		38963	7/22/2020	5607-06/22/2020	RETURNED REMAINING CREDIT FROM RETURNED COFFEE BR	($228.62)
		38963	7/22/2020	5607-06/22/2020	REX'S SHOES	$28.35
		38963	7/22/2020	5607-06/22/2020	SUMMER CAMP 2020 - FANNY PACKS	$49.14
		38963	7/22/2020	5607-06/22/2020	REX'S VEST	$185.71
		38963	7/22/2020	5607-06/22/2020	16 TABLES FOR SENIOR CENTER	$4,096.83
		38963	7/22/2020	5607-06/22/2020	SUMMER CAMP 2020 - SPRAY BOTTLES	$41.50
		38963	7/22/2020	5607-06/22/2020	CLEANING SUPPLIES -ODOBAN	$122.32
		38963	7/22/2020	5607-06/22/2020	SUMMER CAMP 2020 - WHISTLES	$106.19
		38963	7/22/2020	5607-06/22/2020	SUMMER CAMP 2020 - HAND SANITIZER	$28.39
		38963	7/22/2020	5607-06/22/2020	SENIOR CENTER SUPPLIES	$161.34

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	5607-06/22/2020	SENIOR CENTER SUPPLIES	$34.70
		38963	7/22/2020	5607-06/22/2020	NRPA MEMBERSHIP	$175.00
		38963	7/22/2020	8573-06/22/2020	ONLINE SUBSCRIPTION FEES	$4.00
		38963	7/22/2020	8573-06/22/2020	ONLINE SUBSCRIPTION FEES	$4.00
		38963	7/22/2020	8615-06/22/2020	RENEW POSITIVE SSL	$12.86
		38963	7/22/2020	8615-06/22/2020	CRAFT SUPPLIES	$376.15
		38963	7/22/2020	8615-06/22/2020	SUBSCRIPTION FOR TV SIGNAGE	$99.00
		38963	7/22/2020	8615-06/22/2020	ONLINE MONTHLY SERVICE- PAYPAL	$5.00
		38963	7/22/2020	9097-06/22/2020	BUSINESS LICENSE FORMS	$981.99
		38963	7/22/2020	9097-06/22/2020	ENGINEERING CPI REPORT	$108.00
		38963	7/22/2020	9097-06/22/2020	ENGINEERING CPI REPORT	($104.40)
		39223	7/29/2020	9478-06/22/2020	TOASTER FRO FIRE STATION #2	$43.89
		39223	7/29/2020	8557-06/22/2020	POSTAGE	$13.90
		39223	7/29/2020	8557-06/22/2020	BUSINESS TRAVEL BACKPACK	$109.24
		39223	7/29/2020	8557-06/22/2020	BUSINESS TRAVEL BACKPACK	$34.95
	UL LLC	39080	7/28/2020	72020366732	FIRE AND EMERGENCY VEHICLES SERVICE	$3,490.00
	UNITED ROTARY BRUSH CORPORATION	38888	7/14/2020	CI1251861	PARTS	$228.34
	UNITED STATES TREASURY	39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$1,025.33
		39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$192.63
	UPS STORE	38890	7/14/2020	06/30/2020	SHIPPING AND LIVESCAN SERVICES	$185.00
	V & V MANUFACTURING, INC.	38893	7/14/2020	50934	ID CASE	$117.33
	VERIZON WIRELESS	38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$0.47
		38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$9.48

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0150	VERIZON WIRELESS	38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$59.49
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$266.07
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$525.93
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$988.38
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$456.12
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$152.04
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$61.45
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$679.91
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$33.29
	WATSONVILLE BLUEPRINT	38900	7/14/2020	93390	BOND COPY	$109.23
		38900	7/14/2020	93324	BOND COPY	$97.76
		39083	7/28/2020	92884	BOND COPY	$29.37
		39083	7/28/2020	93307	BOND COPY	$73.77
		39083	7/28/2020	93378	BOND COPY	$27.62
		39083	7/28/2020	93446	BOND COPY	$42.67
		39083	7/28/2020	93445	BOND COPY	$21.04
		39204	7/28/2020	93868	BOND COPY	$10.34
		39204	7/28/2020	93853	BOND COPY	$21.37
		39204	7/28/2020	93980	BOND COPY	$86.52
		39083	7/28/2020	93112	BOND COPY	$450.11
		39083	7/28/2020	93337	BOND AND COPY	$34.50
	WATSONVILLE CHRYSLER DODGE JEEP RAM	38901	7/14/2020	22703	PARTS	$157.32

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0150	WATSONVILLE CHRYSLER DODGE	39084	7/28/2020	199295	PULLEY IDLER	$165.00
	WATSONVILLE FORD	38902	7/14/2020	137286	SERVICE	$600.00
		39085	7/28/2020	137840	VEHICLE REPAIRS	$1,514.81
		39085	7/28/2020	137950	VEHICLE REPAIR	$228.06
		39085	7/28/2020	137959	VEHICLE REPAIR	$268.54
	WATSONVILLE YOGA, DANCE AND HEALING ARTS	38904	7/14/2020	6/24/2020	YOGA & BALLET CLASSES	$349.83
	WEST COAST SECURITY INC.	38905	7/14/2020	06232020-1	LABOR AND MATERIALS FOR CARD READER, 4TH FLOOR	$3,656.16
		38964	7/22/2020	04202020-2	KN95 FACE MASKS	$2,260.00
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	38906	7/14/2020	84P7460	PART	$59.23
	WEX BANK	39087	7/28/2020	66367232	FUEL	$218.81
	WORKTERRA	38908	7/14/2020	0095995-IN	1095 C SERVICE	$586.56
		38908	7/14/2020	0095995-IN	1095 C SERVICE	$110.21
	Fund Total					$1,437,260.40
0170	BRINKS INCORPORATED	38679	7/14/2020	3391015	BANK FEES- TRANSPORTATION	$14.95
		38917	7/14/2020	11192936	BANK FEES- TRANSPORTATION	$748.73
	Fund Total					$763.68
0202	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$55.48
	BURKE, WILLIAMS & SORENSEN, LLP	38985	7/28/2020	256319	PROFESSIONAL SERVICES	$227.50
	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$41.21
	RICOH USA, INC	38852	7/14/2020	5059853814	COPIER CHARGES	$68.72
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$28.75
	TAYLOR'S OFFICE CITY	39221	7/29/2020	06/30/2020	SUPPLIES	$157.99
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$408.00

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0202	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$87.99
		38963	7/22/2020	9522-06/22/2020	OFFICE SUPPLIES	$91.74
	US BANK	38891	7/14/2020	1615835	1615835 BONDS- ACCT#259785000	$213,225.00
		38891	7/14/2020	1615835	1615835 BONDS- ACCT#259785000	$1,265,000.00
		39081	7/28/2020	5751875	SUCCESSOR AGENCY 2016 TAX ALLOCATION	$3,150.00
	Fund Total					$1,482,542.38
0204	GRESHAM SAVAGE NOLAN & TILDEN APC	39016	7/28/2020	371975	LEGAL SERVICES RELATED TO HOUS	$4,036.44
	PAJARO VALLEY LOCK SHOP	39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$118.31
	Fund Total					$4,154.75
0205	ADAMS ASHBY GROUP, INC.	38971	7/28/2020	3131	Professional services related	$360.00
	ANIMAS CONSTRUCTION	38662	7/14/2020	169165	REHABILITATION OF PROPERTY 41	$11,601.00
	COMMUNITY ACTION BOARD	38709	7/14/2020	06/25/2020	2019/2020 SUB-RECIPIENT CARES	$100,000.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	9522-06/22/2020	ONLINE STAFF TRAINING	$125.00
	VERDE DESIGN, INC.	38895	7/14/2020	5 /26-6/30/2020	Consultant	$5,808.00
	Fund Total					$117,894.00
0246	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$37.12
		38953	7/22/2020	06/30/2020	SUPPLIES	$30.63
	K & D LANDSCAPING INC.	38763	7/14/2020	67963	JUNE SERVICE-CIVIC PLAZA	$761.00
	KELLY-MOORE PAINT COMPANY, INC.	39136	7/28/2020	818-00000307628	PAINT	$64.95
	PACIFIC GAS & ELECTRIC	39174	7/28/2020	0498528361-5-7/10	GAS & ELEC	$24,766.61
	PANTHER PROTECTIVE SERVICE	39218	7/29/2020	003-2020CPG	SECURITY SERVICE AT CIVIC PLAZA	$880.00
	SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	38932	7/14/2020	IN0097109	HEALTH PERMIT	$1,195.00

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0246	Fund Total					$27,735.31
0250	COUNTY OF SANTA CRUZ LIBRARY OF JOINT POWERS	39113	7/28/2020	08/2020-WATS	MAINTENANCE EFFORT CONTRIBUTION FY20/21	$45,140.33
		39113	7/28/2020	07/2020-WATS	MAINTENANCE OF EFFORT CONTRIBUTION FY20/21	$45,140.33
	Fund Total					$90,280.66
0260	GRANITE ROCK COMPANY	38744	7/14/2020	991546	OHLONE PKWY TO SLOUGH TRAIL PR	$52,871.69
	LEXIS NEXIS RISK DATA MANAGEMENT	38772	7/14/2020	1382615-20200630	AVCC SUBSCRIPTION	$1,620.68
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	38839	7/14/2020	053120 PROP 56	TOBACCO SERVICES	$23,374.83
		39049	7/28/2020	063020 PROP 56	TOBACCO SERVICES- PROP 56, JUNE 2020	$40,967.25
	PAJARO VALLEY PRINTING	39050	7/28/2020	40571	OUR TOWN NEWSLETTER	$6,500.00
	RAIMI + ASSOCIATES, INC.	39059	7/28/2020	20-3697	DOWNTOWN SPECIFIC PLAN, EIR &	$15,705.22
		39059	7/28/2020	20-3763	DOWNTOWN SPECIFIC PLAN, EIR &	$9,189.10
		39059	7/28/2020	20-3648.1	DOWNTOWN SPECIFIC PLAN, EIR &	$39,302.32
	RINCON CONSULTANTS, INC.	39065	7/28/2020	23006	PRECONSTRUCTION COMPLIANCE SER	$8,216.08
	SEC COUNSULTING GROUP, LLC	39069	7/28/2020	YEAR 2, PART 2 OF 2	CONSULTING CONSORTIA WEB PAGE	$5,500.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$524.32
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$1,768.50
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$4,875.45
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$4,815.47
		38963	7/22/2020	8573-06/22/2020	CENSUS SUPPLIES	$2,903.76
		38963	7/22/2020	8573-06/22/2020	CENSUS SUPPLIES	$1,347.81

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0260	WATSONVILLE WETLANDS WATCH	39225	7/29/2020	MS DAC 0620	SC IRWM - MIDDLE STRUVE SLOUGH	$5,893.20
	Fund Total					$225,375.68
0281	PLAYCORE WISCONSIN INC.	38843	7/14/2020	PJI-0139383	Muzzio Park Playground Replace	$33,441.88
	Fund Total					$33,441.88
0291	BAKER & TAYLOR BOOKS	38668	7/14/2020	L5858864-5/31/20	BOOKS	$378.89
	ELM USA, INC.	39004	7/28/2020	31268	INSTALLMENT 2 OF 2 FOR ECO MASTER MACHINE	$3,803.25
	ENVISIONWARE, INC.	39006	7/28/2020	INV-US-48519	ENVISIONWARE SUBSCRIPTION	$1,025.00
	EPICO SYSTEMS INC.	39007	7/28/2020	2020-62	LIBRARY WI-FI UPGRADE	$4,630.00
	JET MULCH, INC.	38757	7/14/2020	13487-OL	PLAYGROUND FIBER	$7,708.68
		38757	7/14/2020	13486-OL	ENGINEERED WOOD FIBER	$7,472.70
	Fund Total					$25,018.52
0305	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$0.75
	AIR UNLIMITED	39090	7/28/2020	279101	INV#279101 PROPANE 4 GALLONS ON 7/10/2020	$34.48
		39090	7/28/2020	279079	INV#279079 PROPANE 7.1 GALLONS ON 7/1/2020	$21.81
		38973	7/28/2020	279131	PROPANE GAS	$21.50
	AZCO SUPPLY, INC.	38979	7/28/2020	280481	TS POLES GALVANIZED	$43,222.58
		38979	7/28/2020	280979	TS POLES GALVANIZED	$3,250.19
		38979	7/28/2020	280674	TS POLES GALVANIZED	$1,227.97
	BIG CREEK LUMBER COMPANY	38675	7/14/2020	6/26/2020	SUPPLIES	$38.83
	CSG CONSULTANTS, INC	38998	7/28/2020	28587A	CONSTRUCTION MGMT SERVICES FOR	$1,991.25
	FASTENAL COMPANY	38734	7/14/2020	CAWAT108200	NUMBER DECALS	$693.00
		38734	7/14/2020	CAWAT108200-	SHIPPING & HANDLING	$91.76
	GRANITE ROCK COMPANY	39014	7/28/2020	1232776	TRAFFIC OPS. SUPPLIES	$139.75

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0305	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$46.19
		39227	7/29/2020	07/13/2020-FY20/21	SUPPLIES	$65.51
	MESITI-MILLER ENGINEERING, INC.	38785	7/14/2020	052002R	ENGINEERING SVCS FOR LINCOLN S	$12,290.17
		38785	7/14/2020	45289	ENGINEERING SVCS FOR LINCOLN S	$6,682.50
	MISSION LINEN SUPPLY	38790	7/14/2020	292105-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$188.80
	MNS ENGINEERS, INC.	39028	7/28/2020	CIWAT.18032102-4/30	ON CALL CONSULTANT ENGINEERING	$22,817.50
	PACIFIC GAS & ELECTRIC	38820	7/14/2020	7294900587-9-6/19	ELEC	$206.69
		38817	7/14/2020	1039376060-7-6/19	ELEC	$91.77
		38813	7/14/2020	0581861689-7-6/23	ELEC	$49.57
		38823	7/14/2020	6771895322-6-6/23	ELEC	$333.97
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$1,875.18
		39045	7/28/2020	1965495282-9-6/18	ELEC	$1,191.05
		39043	7/28/2020	1413903318-8-6/18	ELEC	$63.32
		39161	7/28/2020	1039376060-7-8/6/20	ELEC	$105.22
		39165	7/28/2020	7294900587-9-7/20	ELEC	$233.41
		39173	7/28/2020	0909726970-9-7/15	ELEC	$12,239.34
		39230	7/29/2020	6771895322-6-7/22	ELEC	$348.13
		39229	7/29/2020	0581861689-7-7/22	ELEC	$50.96
	PG&E CFM/PPC DEPARTMENT	38929	7/14/2020	117659855	50028617 V1	$11,729.98

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	39074	7/28/2020	05029163	SUPPLIES	$726.51
		39074	7/28/2020	05029117	SUPPLIES	$185.42
		39074	7/28/2020	05029092	PAINT STRIPING EQUIPMENT AND B	$17,754.31
	WALLACE GROUP, A CALIFORNIA CORPORATION	38898	7/14/2020	51071	CITY PAVEMENT MANAGEMENT PROGR	$10,140.76
	Fund Total					$150,150.13
0309	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$649.74
	ERNESTO'S CLEANING SERVICES	38730	7/14/2020	0629206	SERVICE	$1,500.00
		38730	7/14/2020	0629202	Beach St. Parking Garage-Clean	$1,300.00
	FIRST ALARM, INC.	39128	7/28/2020	549236	ALARM MONITORING	$317.67
	K & D LANDSCAPING INC.	38763	7/14/2020	67963	JUNE SERVICE-CIVIC PLAZA	$710.00
	PACIFIC GAS & ELECTRIC	38828	7/14/2020	3370611625-9-6/23	ELEC	$2,269.85
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$4,479.94
		39232	7/29/2020	3370611625-9-7/22	ELEC	$2,833.72
	PANTHER PROTECTIVE SERVICE	39218	7/29/2020	003-2020-2CPG	SECURITY SERVICES AT 35 W. BEACH ST	$200.00
		39234	7/29/2020	004-2020-2CPG	SECURITY SERVICE AT 35 W. BEACH ST	$200.00
		39234	7/29/2020	004-2020CPG	SECURITY SERVICES AT CIVIC PLAZA GARAGE	$880.00
	SENTRY ALARM SYSTEM	38934	7/14/2020	2140536	ALARM SERVICE	$177.00
	VENTEK INTERNATIONAL	38937	7/14/2020	122101	MONTHLY PARKING MACHINE FEE SERVICE	$1,291.20
	Fund Total					$16,809.12
0310	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$55.68
	ADVANTAGE GEAR, INC	38972	7/28/2020	31122-1	UNIFORMS	$987.07
	AIRTEC SERVICE,INC	38655	7/14/2020	13581	231 UNION SERVICE	$4,760.68

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0310	ALBERTSONS/SAFEWAY	38656	7/14/2020	439907-060420-2840	SUPPLIES	$128.64
	ALHAMBRA	38659	7/14/2020	15191775 052220	WATER SERVICE	$15.00
	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$39.83
		38666	7/14/2020	000014939902	SERVICE FOR PAL- 05/24-06/23/2020	$63.17
	CALIFORNIA POLICE CHIEFS ASSN.	38685	7/14/2020	15553	MEMBERSHIP RENEWAL- INV.#15553	$1,621.00
	CHARTER COMMUNICATIONS	38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$219.19
		39108	7/28/2020	0002463071520	SERVICE	$219.19
	FASTENAL COMPANY	39126	7/28/2020	CAWAT108408	RANGE SUPPLIES	$33.87
	FOLSOM CHEVROLET	38636	7/8/2020	200652P	2020 CHEVROLET TAHOE-PO#20000133	$55,897.78
	FULGONI, BRIAN	38741	7/14/2020	3/13/2020	PD-LEADERSHIP DEV	$27.33
	HONDA, DAVID	38749	7/14/2020	CPOA MEETING	EXP REIMBURSEMENT	$106.75
	JIMMY D. VANHOVE	38758	7/14/2020	233	JUNE K-9 TRAINING	$800.00
	LEXIS NEXIS RISK SOLUTIONS FL INC.	38773	7/14/2020	805914-20200630	LICENSE FEE	$708.33
	MAZE & ASSOCIATES	39025	7/28/2020	36836	JUNE PROFESSIONAL SERVICES	$733.50
		39025	7/28/2020	36836	JUNE PROFESSIONAL SERVICES	$733.50
	MISSION CRITICAL PARTNERS, LLC	38789	7/14/2020	10950	RECORDS MANAGEMENT SYSTEM IMPL	$49,536.00
	PACIFIC GAS & ELECTRIC	38819	7/14/2020	9925942904-3-6/18	ELEC	$193.13
		38816	7/14/2020	7624842501-7-6/24	ELEC	$91.38
		39166	7/28/2020	9925942904-3-7/17	ELEC	$389.94
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	38839	7/14/2020	053120 MEASURE G	CAMINOS PROGRAM - CASE MANAGEM	$3,898.94
		39049	7/28/2020	063020 MEASURE G	CAMINOS PROGRAM - CASE MANAGEM	$13,450.41

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0310	SOUTH BAY REGIONAL PUBLIC SAFETY	38870	7/14/2020	220577	POLICE ACADEMY-PLASCENCIA	$3,464.00
	STAPLES CREDIT PLAN	38872	7/14/2020	ACCT 3457	SUPPLIES	$10.82
		38872	7/14/2020	ACCT 3457	SUPPLIES	$440.53
		38872	7/14/2020	ACCT 3457	SUPPLIES	$81.90
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$244.80
		38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$244.80
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	6341-06/22/2020	CENTRAL SQUARE REFUND	($399.00)
		38963	7/22/2020	6341-06/22/2020	CENTRAL SQUARE REFUND	($899.00)
		38963	7/22/2020	6341-06/22/2020	TRAUMA INFOR. REG REFUND	($66.92)
		38963	7/22/2020	6341-06/22/2020	TRAUMA INFOR. REG REFUND	($33.46)
		38963	7/22/2020	6341-06/22/2020	MEDIA SUPPLIES	$15.17
		38963	7/22/2020	6341-06/22/2020	MEDIA SUPPLIES	$75.61
		38963	7/22/2020	6341-06/22/2020	EVENT: CLASS OF 2020	$157.14
		38963	7/22/2020	6341-06/22/2020	PATROL SUPPLIES	$348.47
	VERIZON WIRELESS	38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$2,589.80
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$28.62
	Fund Total					$141,013.59
0312	BIKE SANTA CRUZ COUNTY	38982	7/28/2020	1019	EARN A BIKE PROGRAM	$1,314.00
		38982	7/28/2020	1016	EARN A BIKE PROGRAM	$1,455.00
	HARRIS & ASSOCIATES INC.	38748	7/14/2020	45334	ENVIRONMENTAL CONSULT SERVICES	$3,760.07
	MAZE & ASSOCIATES	39025	7/28/2020	36836	JUNE PROFESSIONAL SERVICES	$1,598.00

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0312	PACIFIC CREST ENGINEEERING, INC.	39042	7/28/2020	8570	PROFESSIONAL SERVICES	$180.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	4782-06/22/2020	STORMWATER APPLICATION FEE	$442.00
		38963	7/22/2020	4782-06/22/2020	APPLICATION FEE ONLINE CHARGE	$10.17
	Fund Total					$8,759.24
0347	BOWMAN & WILLIAMS, INC.	38984	7/28/2020	14739	ENG SERVICES FOR LAVE AVE UNDE	$6,177.50
	Fund Total					$6,177.50
0349	BUD'S ELECTRIC SERVICE, INC	38680	7/14/2020	4854	SERVICE AT SENIOR CENTER AND IT	$555.00
	Fund Total					$555.00
0354	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$40.40
	FASTENAL COMPANY	38734	7/14/2020	CAWAT107022	GLOVES	$106.01
		38734	7/14/2020	CAWAT107022	GLOVES	$58.90
	GRANITE ROCK COMPANY	39014	7/28/2020	1241130	SUPPLIES	$87.35
	MISSION LINEN SUPPLY	38959	7/22/2020	292109-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$49.20
		38959	7/22/2020	292109-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$27.33
	PACIFIC GAS & ELECTRIC	39154	7/28/2020	0541697410-2-7/16	ELEC	$12.67
		39152	7/28/2020	6312050406-1-7/16	ELEC	$10.10
	Fund Total					$391.96
0510	STATE OF CALIFORNIA ENERGY RESOURCES	38873	7/14/2020	10812	#011-09-ECA, INVOICE# 10812	$32,953.83
		38873	7/14/2020	10812	#011-09-ECA, INVOICE# 10812	$998.78
	Fund Total					$33,952.61
0710	ABACHERLI FENCE COMPANY	38651	7/14/2020	7680	FENCE REPAIRS	$1,185.00
	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$652.00
		38953	7/22/2020	06/30/2020	SUPPLIES	$11.77

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0710	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$236.84
		38953	7/22/2020	06/30/2020	SUPPLIES	$227.08
		38953	7/22/2020	06/30/2020	SUPPLIES	$34.94
		38953	7/22/2020	06/30/2020	SUPPLIES	$16.38
		38953	7/22/2020	06/30/2020	SUPPLIES	$52.39
		38953	7/22/2020	06/30/2020	SUPPLIES	$142.01
	ACE PORTABLE SERVICES, INC.	38652	7/14/2020	156063	HAND WASHING STATION AT 320 HARVEST DR.	$226.85
	AIRGAS USA, LLC	38974	7/28/2020	9972208024	CYLINDER RENT	$34.52
	ALS ENVIRONMENTAL	39091	7/28/2020	54-511235-0	VOLATILE ORGANIC COMPOUNDS	$200.00
	AMERICAN MESSAGING	38914	7/14/2020	M7023652UG	PAGER SERVICE FOR WASTEWATER 07/01/2020-07/31/2020	$38.32
	ARRIAGA, JOHN	39093	7/28/2020	8259	CONSULTANT FOR LEGISLATIVE SER	$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	39094	7/28/2020	AR023182	FY21- LEVELIZED CHARGE- NAT GAS	$5,580.00
	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$89.96
		38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$244.03
	BAY POWER INC	38671	7/14/2020	INV1-10353	MAIN BREAKER REPLACEMENT	$35,018.75
	BEECHER ENGINEERING, INC.	38672	7/14/2020	0620-67	PRE-DESIGN STUDY OF THE WWTP E	$1,200.00
		38672	7/14/2020	0620-66	PRE-DESIGN STUDY OF THE WWTP E	$4,000.00
	BEWLEY'S CLEANING, INC.	38674	7/14/2020	009048	JUNE SERVICE	$114.95
	BLUE STRIKE ENVIRONMENTAL	38916	7/14/2020	6/1/2020-5/31/2021	MEMBERSHIP	$1,000.00
	BME INC	38676	7/14/2020	3622	ANNUAL MAINTENANCE FOR CO-GENE	$2,467.43
		38676	7/14/2020	3620	ANNUAL MAINTENANCE FOR CO-GENE	$40,151.94
		38676	7/14/2020	3621	ANNUAL MAINTENANCE FOR CO-GENE	$5,867.56

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0710	BME INC	39099	7/28/2020	3623	ANNUAL MAINTENANCE FOR CO-GENE	$2,299.57
	BUCKLES-SMITH ELECTRIC	39101	7/28/2020	1565813-02	PARTS	$147.49
		39101	7/28/2020	1565813-01	PARTS	$147.49
		39101	7/28/2020	1565813-00	PARTS	$858.77
		39101	7/28/2020	1565783-00	PARTS	$730.56
		39101	7/28/2020	3201583-00	SOFTWARE APPLICATION	$572.40
		39101	7/28/2020	3201583-00	SOFTWARE APPLICATION	$286.20
		39101	7/28/2020	1565783-01	PARTS	$130.78
	CALCON SYSTEMS, INC	38682	7/14/2020	46699	SERVICE	$502.50
		38682	7/14/2020	46699	SERVICE	$502.50
	CALIFORNIA CONSERVATION CORPS	38988	7/28/2020	INNU-005494	REMOVAL OF INVASIVE PLANTS IN	$12,782.00
	CAMACHO, JOSE LUIS	38686	7/14/2020	MILEAGE REIMB. 2020	PW- AFTER HOURS MILEAGE REIMBURSEMENT	$15.53
	CAROLLO ENGINEERS, INC.	38690	7/14/2020	0188406	WASTEWATER MASTER PLAN	$52,973.00
		38993	7/28/2020	0189058	SOLIDS THICKENING EVALUATION A	$54,819.00
	CDW GOVERNMENT, INC.	38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$108.36
		38692	7/14/2020	ZGG1569	WEBCAMS FOR STAFF	$68.82
		38692	7/14/2020	ZGG1569	WEBCAMS FOR STAFF	$137.61
	CERVANTEZ, JOSEPH	38696	7/14/2020	MILEAGE REIMB. 2020	PW- AFTER HOURS MILEAGE REIMBURSEMENT	$76.48
	CHARLES R FENTON	39106	7/28/2020	2020-2	DEVELOPMENT OF WWTP UPMS AND H	$8,192.62
	COLANTUONO, HIGHSMITH & WHATLEY, PC	38706	7/14/2020	42667	PROFESSIONAL SERVICES	$1,428.00
	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$591.34
	CWEA	39115	7/28/2020	JACKIE MCCLOUD 2020	MEMBERSHIP DUES AND CERTIFICATE FOR LABORATORY ANA	$298.00

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0710	D&G SANITATION	38716	7/14/2020	272676	SERVICE	$223.96
	DAIKIN APPLIED AMERICAS INC.	38718	7/14/2020	3266429	SERVICE	$4,500.00
	DANIEL B. STEPHENS & ASSOCIATES, INC.	39000	7/28/2020	0242708	HEIM: FEASIBILITY STUDY & CORR-JUNE PORTION	$31,132.00
		39226	7/29/2020	0242708-JULY	HEIM: FEASIBILITY STUDY & CORR	$6,685.00
	DAVIS AUTO PARTS	38720	7/14/2020	06/26/2020	PARTS	$14.62
	DC FROST ASSOCIATES INC	38721	7/14/2020	41805	UV REPLACEMENT PARTS	$5,500.00
		38721	7/14/2020	41781	UV REPLACEMENT PARTS	$1,246.44
		39117	7/28/2020	41852	UV REPLACEMENT PARTS	$1,866.03
	DIRECT TV LLC	39121	7/28/2020	37575479911	INVOICE #37575479911 MONTHLY CHARGES FOR SERVIC	$136.24
	DIXON & SONS TIRES INC.	38724	7/14/2020	06/29/2020	VEHICLE MAINTENANCE AND SERVICE	$20.00
	ECOPLEXUS, INC.	38725	7/14/2020	1974	MAINTENANCE FOR SOLAR PANEL SY	$756.56
		38725	7/14/2020	1819	MAINTENANCE FOR SOLAR PANEL SY	$2,960.58
		38725	7/14/2020	1621	MAINTENANCE FOR SOLAR PANEL SY	$2,960.58
	ENVIRONMENTAL EXPRESS, INC.	39124	7/28/2020	1000607461	SUPPLIES	$739.51
	ENVIRONMENTAL INNOVATIONS, INC.	39005	7/28/2020	1205	Coordination of City's Green B	$1,665.00
	ERIK LOPEZ	38729	7/14/2020	BOOT REIMB. FY19/20	PW- BOOT REIMBURSEMENT	$152.95
	EUROFINS/EATON ANALYTICAL, INC.	38733	7/14/2020	L0518819	WATER SAMPLING	$1,280.00
		38733	7/14/2020	L0518814	WATER TESTING	$690.00
		39009	7/28/2020	L0521120	WATER SAMPLING SERVICE	$160.00
	FASTENAL COMPANY	39126	7/28/2020	CAWAT108775	BG PLUG	$30.71
		39126	7/28/2020	CAWAT108686	HAMMER DRILL KIT	$714.47
		39126	7/28/2020	CAWAT108717	PARTS	$42.17
	FEDEX	38735	7/14/2020	7-043-25897	FRT	$12.35
		38735	7/14/2020	7-049-98341	FRT	$44.61

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0710	FEDEX	39127	7/28/2020	7-055-91790	FRT	$26.00
	FIRE DETECTION UNLIMITED, INC.	38922	7/14/2020	8197	INVOICE #8197 FIRE ALARM MONITORING AND INSPECT	$944.32
	FISHER SCIENTIFIC	39011	7/28/2020	2248124	LAB SUPPLIES	$74.99
		39011	7/28/2020	1777218	LAB SUPPLIES	$73.97
	FLO-LINE TECHNOLOGY, INC.	38738	7/14/2020	200686	PARTS	$2,134.17
	FRED C. GILBERT CO. INC.	38739	7/14/2020	303558	DSL PUMP	$3,810.72
		39012	7/28/2020	303559	LUBE BOX FOR MIXING ROOM	$2,749.04
		39129	7/28/2020	303611	PARTS- KENKLCE-9	$322.75
	GRAINGER	39131	7/28/2020	9589860155	FIXED BLADE KNIFE	$33.94
		39131	7/28/2020	9589860148	SUPPLIES	$205.98
		39131	7/28/2020	9593571905	SUPPLIES	$1,064.78
		39131	7/28/2020	9583243374	SUPPLIES- CLEANER/ DEGREASER	$1,732.51
	GREEN LINE	38745	7/14/2020	14942175	LIFT STATION DOWN VACUUM TRUCK	$7,200.00
	GREEN RUBBER-KENNEDY AG	39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$261.83
		39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$173.97
		39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$52.36
	GREEN TOUCH	38746	7/14/2020	374	MONTHLY LANDSCAPING FOR MONTH OF JUNE	$840.00
	HACH COMPANY	38925	7/14/2020	12007752	BASIC SUPPORT, MU	$3,159.73
	HARRIS & ASSOCIATES INC.	38748	7/14/2020	45015	GRANT DEVELOPMENT ASSISTANCE	$10,787.50
	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$342.99
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$189.48
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$342.99
		39227	7/29/2020	07/13/2020-FY20/21	SUPPLIES	$35.76

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0710	HYDROSCIENCE ENGINEERS, INC.	38751	7/14/2020	454001013	SUB BASIN 7 SANITARY SEWER ASS	$3,800.00
	INFOSEND, INC.	39214	7/29/2020	170512	INSERTS	$1,736.25
	INTACT PROTECTIVE SERVICES	38753	7/14/2020	8064	SECURITY SERVICES FOR JUNE 2020	$5,805.00
	JERRY ALLISON LANDSCAPING INC.	39135	7/28/2020	063020-7	INVOICE #063020-7 MONTHLY MAINTENANCE SERVICE	$200.00
	JUAN MARINEZ	38761	7/14/2020	06/15/2020	PW&U LEADERSHIP TEAM MEETING ON 06/11/2020	$400.00
	KELLY-MOORE PAINT COMPANY, INC.	39136	7/28/2020	818-00000307694	SUPPLIES	$68.59
	KEMIRA WATER SOLUTIONS, INC.	38766	7/14/2020	9017677850	WWTF FERRIC CHLORIDE SUPPLY	$9,207.07
	KIMBALL MIDWEST	38767	7/14/2020	8042568	SHOP SUPPLIES	$423.19
	KION-NPG MONTEREY-SALINAS,LLC	39137	7/28/2020	518357-3	Purchase of TV Campaign Advertising for the "Not F	$500.00
	LIEBERT CASSIDY WHITMORE	38774	7/14/2020	1500546	PROFESSIONAL SERVICES	$6,321.80
	MCCAMPBELL ANALYTICAL, INC.	38781	7/14/2020	2006871	ANALYTICAL SERVICES-WATER	$558.50
	MCMASTER CARR	38782	7/14/2020	41133547	PARTS	$171.89
		39141	7/28/2020	41970253	DRUM PUMP AND WATER REMOVAL PUMP	$830.17
		39141	7/28/2020	42162929	PARTS	$685.54
	MERCURY METALS INC	38783	7/14/2020	13275	SUPPLIES	$27.79
	MESITI-MILLER ENGINEERING, INC.	39026	7/28/2020	062010	SYDNEY AVE STORM DRAIN IMPROVE	$10,835.00
		39026	7/28/2020	062007	SYDNEY AVE STORM DRAIN IMPROVE	$10,485.50
	MID VALLEY SUPPLY	38958	7/22/2020	06/30/2020	SUPPLIES	$75.30
		38958	7/22/2020	06/30/2020	SUPPLIES	$348.15
		38958	7/22/2020	06/30/2020	SUPPLIES	$28.03
	MISSION LINEN SUPPLY	38959	7/22/2020	279226-07/01/2020	UNIFORM RENTAL AND LAUNDRY SER	$1,836.76
	MONTEREY BAY AIR RESOURCES DISTRICT	39144	7/28/2020	0002631	INVOICE #0002631 PER CAPITA ASSESSMENT FY 20/2	$24,212.05

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	MONTEREY BAY AIR RESOURCES DISTRICT	39029	7/28/2020	1157-052920	TESTING	$4,919.00
	MONTEREY BAY ANALYTICAL SERVICES, INC.	39030	7/28/2020	2006WAT	TESTING SAMPLES	$117.00
		39030	7/28/2020	2006WAT	TESTING SAMPLES	$22.50
		39030	7/28/2020	2006WAT	TESTING SAMPLES	$1,168.00
	NATIONAL LEAGUE OF CITIES	38794	7/14/2020	158230	INV#158230- DIRECT MEMBER DUES	$4,688.00
	NORTH CENTRAL LABORATORIES	38796	7/14/2020	440378	LAB SUPPLIES	$125.66
	OLIN CORPORATION	39037	7/28/2020	2844502	SODIUM HYPOCHLORITE SOLUTION	$4,600.46
		39037	7/28/2020	2837589	SODIUM HYPOCHLORITE SOLUTION	$4,604.21
		39037	7/28/2020	2833059	SODIUM HYPOCHLORITE SOLUTION	$4,234.45
		39037	7/28/2020	2823902	SODIUM HYPOCHLORITE SOLUTION	$4,602.34
	OVIVO USA, LLC	38808	7/14/2020	8478805M	THICKENER DRIVES	$80,879.96
	PACIFIC CREST ENGINEEERING, INC.	39042	7/28/2020	8328	PROFESSIONAL SERVICES THROUGH 04/30/2020	$1,687.50
	PACIFIC GAS & ELECTRIC	38815	7/14/2020	0998529372-0-6/21/	ELEC	$58.60
		38830	7/14/2020	5314251010-5-6/19	ELEC	$2,747.73
		38833	7/14/2020	1283243089-1-6/19	ELEC	$39,263.32
		38827	7/14/2020	9335083043-1-6/30/	ELEC	$1,562.81
		38832	7/14/2020	6994615709-1-6/26	ELEC	$31,629.97
		38831	7/14/2020	2914465320-0-6/26/	ELEC	$11,883.93
		39175	7/28/2020	1283243089-1-7/20/	ELEC	$46,225.57
		39160	7/28/2020	0998529372-0-7/21/	ELEC	$68.31
		39169	7/28/2020	5314251010-5-7/20/	ELEC	$3,697.94

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0710	PACIFIC INFRASTRUCTURE CORPORATION	38835	7/14/2020	1128	SLAB EXTENSION	$11,290.00
	PAJARO VALLEY LOCK SHOP	39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$219.01
	PENINSULA PEST MANAGEMENT, INC.	38842	7/14/2020	13913	SERVICE	$200.00
		38842	7/14/2020	13912	PEST MANAGEMENT	$125.00
		38842	7/14/2020	13911	SERVICE	$230.00
	PLATT	39182	7/28/2020	0N07670	SUPPLIES	$463.62
		39182	7/28/2020	0M77644	LIGHTS FOR PLANT	$179.21
	PLOTTER PROS	38844	7/14/2020	55001	SUPPLIES	$109.48
	POLYDYNE INC.	38845	7/14/2020	1463988	CLARIFLOC	$5,409.45
	PSOMAS	39054	7/28/2020	164349	INSPECTION SERVICES FOR AIRPOR	$2,966.44
	R & B COMPANY	38849	7/14/2020	M603703	PARTS	$173.22
		39187	7/28/2020	M668911	PIPING	$13,015.53
		39187	7/28/2020	M617775	SUPPLIES	$495.54
	RAFTELIS FINANCIAL CONSULTANTS, INC.	39058	7/28/2020	14608	UTILITY ENTERPRISE ANALYSIS AN	$1,205.20
	REGISTER PAJARONIAN	39062	7/28/2020	2020-387274	ADVERTISING	$250.00
		39062	7/28/2020	2020-387275	ADVERTISING	$250.00
	RICOH USA, INC	38852	7/14/2020	5059853814	COPIER CHARGES	$47.28
		38852	7/14/2020	5059853814	COPIER CHARGES	$68.68
		38852	7/14/2020	5059853814	COPIER CHARGES	$68.73
		39064	7/28/2020	5059894493	COPIER MONTHLY MAINTENANCE	$34.45
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$146.81
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$13.62
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$109.89
	SAGE METERING, INC.	39188	7/28/2020	26439	METER	$163.88
	SAVE MART SUPERMARKET	39067	7/28/2020	6/30/2020	SUPPLIES	$230.88

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0710	SERVICE PRINTERS	39191	7/28/2020	1772	BUS CARDS-SCHNEIDER	$92.86
		39191	7/28/2020	1769	BUS CARDS-POST	$92.86
	SIGMA-ALDRICH INC.	39192	7/28/2020	550925980	MATERIALS	$908.06
		39192	7/28/2020	550927182	LAB SUPPLIES	$1,185.71
		39192	7/28/2020	550938358	SUPPLIES	$143.17
	SJSUR FOUNDATION/MLML	38869	7/14/2020	AR020887	CHARTER OF JOHN H. MARTIN FOR RESEARCH	$456.25
	STAPLES CREDIT PLAN	38872	7/14/2020	ACCT 3457	SUPPLIES	$590.21
	TAYLOR'S OFFICE CITY	39221	7/29/2020	06/30/2020	SUPPLIES	$108.53
		39221	7/29/2020	06/30/2020	SUPPLIES	$76.83
		39221	7/29/2020	06/30/2020	SUPPLIES	$1,856.99
	TELLEZ, RUBEN	39075	7/28/2020	COLLECTION GR.3 REIM	PW- COLLECTION SYSTEMS EXAM REVIEW GR. 3 REIMBURSE	$249.99
		39196	7/28/2020	7/16/2020	PW SAFETY BOOTS	$200.00
	THATCHER COMPANY, INC.	38878	7/14/2020	276232	ALUMINUM SULFATE SUPPLY AND DE	$4,049.92
		38878	7/14/2020	276147	ALUMINUM SULFATE SUPPLY AND DE	$4,307.66
		38878	7/14/2020	276418	ALUMINUM SULFATE SUPPLY AND DE	$4,076.14
		39197	7/28/2020	276899	ALUMINUM SULFATE SUPPLY AND DE	$4,132.92
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$244.80
	THOMAS & ASSOCIATES	38879	7/14/2020	31564	PLUG VALVE	$3,389.89
	TOP TIER GRADING	38882	7/14/2020	1014	BURCHELL AVE PAVING DIGOUTS	$25,752.00
	TOWNSEND AUTO PARTS	39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$574.45
	TYLER TECHNOLOGIES, INC.	38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$372.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$372.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	4782-06/22/2020	MOTORS FOR SCIENCE WORKSHOP	$2,464.80
		38963	7/22/2020	4782-06/22/2020	COMMUNICATINS OUTREACH MATERIALS	$115.00

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0710	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	4782-06/22/2020	SUMMER SCHOOL TOOL BAG FOR SCIENCE WORKSHOP	$4,742.00
		38963	7/22/2020	4782-06/22/2020	SUPPLIES FOR LOBBY SCREEN	$30.59
		38963	7/22/2020	4782-06/22/2020	BOOKS FOR ENG/MGT TRAINING	$33.40
		38963	7/22/2020	4782-06/22/2020	REGISTRATION FOR OUTREACH STAFF	$249.00
		38963	7/22/2020	4782-06/22/2020	BOOKS FOR ENG/MGT TRAINING	$192.72
		38963	7/22/2020	4782-06/22/2020	WEBINAR FOR WRC STAFF	$250.00
		38963	7/22/2020	4782-06/22/2020	WEBINAR FOR WRC STAFF	$250.00
		38963	7/22/2020	4782-06/22/2020	WEBINAR FOR WRC STAFF	$250.00
		38963	7/22/2020	4782-06/22/2020	IPAD CASE FOR INSPECTION STAFF	$43.65
		38963	7/22/2020	4782-06/22/2020	IPAD CASE FOR INSPECTION STAFF	$43.65
		38963	7/22/2020	4782-06/22/2020	JOB POSTING FOR WW DIV. MGR.	$399.00
		38963	7/22/2020	4782-06/22/2020	JOB POSTING FOR WW OPERATOR	$399.00
		38963	7/22/2020	4782-06/22/2020	COMPUTER SUPPLIES FOR ENG.	$20.39
		38963	7/22/2020	9464-06/22/2020	CITY HALL CONFERENCE ROOM EQUIPMENT	$239.96
		38963	7/22/2020	9464-06/22/2020	CITY HALL CONFERENCE ROOM EQUIPMENT	$502.54
		38963	7/22/2020	9464-06/22/2020	CITY HALL CONFERENCE ROOM EQUIPMENT	$1,387.48
		38963	7/22/2020	9464-06/22/2020	CITY HALL CONFERENCE ROOM EQUIPMENT	$2,357.22
		38963	7/22/2020	3055-06/22/2020	FLASHLIGHT FOR SOURCE CONTROL	$45.87

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0710	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	3055-06/22/2020	SIGNAGE FOR FACILITY	$76.60
		38963	7/22/2020	3055-06/22/2020	GATE CLOSER FOR FACILITY	$59.98
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$65.63
		38963	7/22/2020	3055-06/22/2020	WENDY TRINH WEBINAR	$50.00
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$39.17
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$39.17
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$379.80
		38963	7/22/2020	3055-06/22/2020	MEMBERSHIP DUES- C. DI RENZO	$382.00
		38963	7/22/2020	3055-06/22/2020	SUPPLIES FOR SUMMER SCHOOL TOOL BAG- SCIENCE WORKS	$2,643.11
		38963	7/22/2020	3055-06/22/2020	HANDHELD STABILIZER (OUTREACH TEAM)	$87.19
		38963	7/22/2020	3055-06/22/2020	TAX FOR HANDHELD STABILIZER	$0.20
		38963	7/22/2020	3055-06/22/2020	WEBINAR FOR ALL MAINTENANCE STAFF	$750.00
		38963	7/22/2020	3055-06/22/2020	PHONE TRIPOD MOUNT (OUTREACH TEAM)	$15.24
		38963	7/22/2020	3055-06/22/2020	BLADE FOR MAINTENANCE	$52.44
		38963	7/22/2020	3055-06/22/2020	STANDING DESK FOR EDDIE P.	$430.55
		38963	7/22/2020	3055-06/22/2020	PROPS (OUTREACH TEAM)	$15.28
		38963	7/22/2020	3055-06/22/2020	PARTS	$10.85
		38963	7/22/2020	2625-06/22/2020	CCLEAN.ORG DOMAIN RENEWAL	$21.17

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0710	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	2625-06/22/2020	INTERNET CHARGES FOR NATURE CENTER	$79.97
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$325.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$290.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$290.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$179.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$200.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$200.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$299.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$610.00
		39223	7/29/2020	8557-06/22/2020	JOB ADVERTISEMENT	$785.00
	ULINE	38887	7/14/2020	120443888	PURCHASE OF GABLE BOXES FOR SU	$1,372.92
	UNITED STATES TREASURY	39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$472.26
	USA BLUEBOOK	38892	7/14/2020	165758	SUPPLIES	$114.69
		38892	7/14/2020	255651	SUPPLIES	$106.14
	VEGA AMERICAS, INC.	38894	7/14/2020	383434	DIGESTER, SLUDGE, AND POLYMER	$11,032.55
	VERIZON WIRELESS	38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$38.48
		38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$57.89
		38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$43.48
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$38.01
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$114.03
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$76.02
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$114.03
	VWR INTERNATIONAL IN	38897	7/14/2020	8801363168	LAB SUPPLIES	$106.11

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0710	VWR INTERNATIONAL IN	39082	7/28/2020	8801471606	LAB SUPPLIES	$61.99
		39082	7/28/2020	8801468633	LAB SUPPLIES	$154.91
		39082	7/28/2020	8801426948	LAB SUPPLIES	$101.68
		39203	7/28/2020	8801516966	SUPPLIES	$281.78
		39203	7/28/2020	8801528007	SUPPLIES	$371.82
	WASTEWATER MANAGEMENT SPECIALISTS LLC	38899	7/14/2020	2020-06W	Serve as Interim Wastewater Fa	$1,068.75
	WATSONVILLE FORD	38644	7/8/2020	2020 RANGER SUPER CA	2020 FORD RANGER,	$25,964.31
	WATSONVILLE WETLANDS WATCH	38903	7/14/2020	2020.02 RED CTW 19	ENVIRONMENTAL EDUCATION, STORM WATER PREVENTION	$8,000.00
		39086	7/28/2020	2020.06 PRP	RESTORATION PROJECT AT PAJARO RIVER CARE PARK	$4,320.00
		39225	7/29/2020	FEBRUARY 2020	Trail Maintenance and Native P	$2,184.00
		39225	7/29/2020	JANUARY 2020	Trail Maintenance and Native P	$5,832.00
		39225	7/29/2020	MARCH 2020	Trail Maintenance and Native P	$2,134.50
	WINZER CORPORATION	38907	7/14/2020	6603506	SUPPLIES	$1,533.95
	WORKTERRA	38908	7/14/2020	0095995-IN	1095 C SERVICE	$270.18
	XOCHITL GARCIA	38909	7/14/2020	BOOT REIMB. FY19/20	PW- BOOT REIMBURSEMENT FY19/2020	$150.85
	YORKE ENGINEERING LLC	38910	7/14/2020	21820	AIR QUALITY SUPPORT & HEALTH R	$1,415.00
		38910	7/14/2020	22168	AIR QUALITY SUPPORT & HEALTH R	$6,454.75
		38910	7/14/2020	22414	AIR QUALITY SUPPORT & HEALTH R	$1,032.50
	YOURSERVICESOLUTIONS.COM INC.	38911	7/14/2020	200652	LAB REPAIRS	$2,867.00
		38911	7/14/2020	200653	WRC REPAIRS	$2,661.00
	ZUMAR INDUSTRIES, INC.	39088	7/28/2020	88946	MISCELLANEOUS SIGN HARDWARE	$15,080.02
	Fund Total					$873,243.52
0720	A L LEASE COMPANY, INC	38952	7/22/2020	06/30/2020	PARTS	$77.14
		38952	7/22/2020	06/30/2020	PARTS	$44.81

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	A-1 JANITORIAL SERVICE	38650	7/14/2020	7676	JUNE SERVICE	$2,150.00
		38650	7/14/2020	7676	JUNE SERVICE	$560.00
	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$129.79
		38953	7/22/2020	06/30/2020	SUPPLIES	$25.09
		38953	7/22/2020	06/30/2020	SUPPLIES	$343.24
		38953	7/22/2020	06/30/2020	SUPPLIES	$134.23
		38953	7/22/2020	06/30/2020	SUPPLIES	$165.55
	ACE PORTABLE SERVICES, INC.	38652	7/14/2020	156063	HAND WASHING STATION AT 320 HARVEST DR.	$226.85
	AGILIS SYSTEMS, LLC	39089	7/28/2020	2592784	INV#2592784 CUSTOMER SERVICE LINXUP TRACKING SERVI	$160.93
	AMERICAN MESSAGING	38914	7/14/2020	M7023541UG	PAGER SERVICE FOR WATER FROM 07/01/2020-07/31/2020	$76.35
	ARRIAGA, JOHN	39093	7/28/2020	8259	CONSULTANT FOR LEGISLATIVE SER	$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$3,000.80
	AT&T	38665	7/14/2020	138890679-06/14/2020	SERVICE	$38.48
		38665	7/14/2020	138890679-06/14/2020	SERVICE	$38.48
	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$274.02
	BAVCO	38669	7/14/2020	956664	SUPPLIES	$327.20
		39097	7/28/2020	959581	INV#959581 WKNS 975XL 1 1/4-2"RBR RPR KIT & SINGLE	$181.42
	BEST DOORS INC.	39098	7/28/2020	1123	INV#1123 REMOVED AND REPLACED SIX SLATS 12'3 1/2 A	$1,380.00
	BIG CREEK LUMBER COMPANY	38675	7/14/2020	6/26/2020	SUPPLIES	$325.72
	BORGES & MAHONEY INC.	38677	7/14/2020	142058	LOAD CELL	$1,374.54
	BPMS SOFTWARE	39208	7/29/2020	1977	BACKFLOW SUPPORT	$550.00
	BUCKLES-SMITH ELECTRIC	39101	7/28/2020	3201583-00	SOFTWARE APPLICATION	$731.40

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	C & N TRACTOR	38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$3,514.56
	CALIFORNIA CONSERVATION CORPS	38683	7/14/2020	INNU-005306	BRIDGE STREET MEDIAN LANDSCAPE	$6,432.00
	CAROLLO ENGINEERS, INC.	38690	7/14/2020	0188181	WATER SYSTEM MASTER PLAN	$4,144.50
		38993	7/28/2020	0188737	WATER SYSTEM MASTER PLAN	$10,956.25
	CDW GOVERNMENT, INC.	38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$54.19
		38692	7/14/2020	ZGD2922	BATTERY BACK UPS	$54.18
	CENTRAL COAST LANDSCAPE & MAINTENANCE	39105	7/28/2020	21121	LANDSCAPE SERVICES FOR JULY 2020	$627.00
	CENTRAL ELECTRIC	38994	7/28/2020	06/30/2020	SERVICES	$33.92
		38994	7/28/2020	06/30/2020	SERVICES	$2,683.00
	CESAR SANCHEZ	38697	7/14/2020	BOOT REIMB FY19/20	PW- BOOT REIMBURSEMENT	$191.19
	CHARLES MACHINE WORKS, INC.	38698	7/14/2020	92425113	VACUUM EXCAVATOR FOR WATER SER	$61,475.13
	CHARTER COMMUNICATIONS	38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$136.67
		38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$30.23
		38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$30.23
		38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$30.24
		38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$94.87
		38699	7/14/2020	0274807061920	SERVICE	$96.61
		39107	7/28/2020	0274807071920	INTERNET AND VOICE SERVICES	$91.40
		39108	7/28/2020	0002463071520	SERVICE	$136.67
		39108	7/28/2020	0002463071520	SERVICE	$30.23
		39108	7/28/2020	0002463071520	SERVICE	$30.23
		39108	7/28/2020	0002463071520	SERVICE	$30.24
		39108	7/28/2020	0002463071520	SERVICE	$94.87
	CHAZ CUSTOM EMBROIDERY & DIGITIZING	38701	7/14/2020	7482	SCREEN PRINT	$531.81

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$714.96
	CUMMINS-ALLISON CORP	38713	7/14/2020	1350847	MAINTENANCE FOR MONEY COUNTING MACHINE	$479.26
	CWEA	38921	7/14/2020	000030030I	B. KAYSER RENEWAL-ID#000030030I	$286.00
	D&G SANITATION	38999	7/28/2020	272677	SERVICE	$25.00
		38999	7/28/2020	272678	SERVICE	$25.00
		38999	7/28/2020	272679	SERVICE	$50.00
		38999	7/28/2020	272680	SERVICE	$25.00
		38999	7/28/2020	272681	SERVICE	$25.00
		38999	7/28/2020	272682	SERVICE	$25.00
	D&M TRAFFIC SERVICES, INC.	38717	7/14/2020	71907	EMPLOYEE SHIRTS	$4,066.24
	DAVIS AUTO PARTS	38720	7/14/2020	06/26/2020	PARTS	$503.40
		38720	7/14/2020	06/26/2020	PARTS	$40.02
		38720	7/14/2020	06/26/2020	PARTS	$128.30
	DIAMOND D COMPANY	39119	7/28/2020	4272	CITYWIDE SIDEWALK REPAIR PROJE- 117 ELM ST	$750.00
		39119	7/28/2020	4273	CITYWIDE SIDEWALK REPAIR PROJECT- 112 ELM ST	$720.00
		39119	7/28/2020	4274	CITYWIDE SIDEWALK REPAIR PROJECT- BOCKIUS&MARCHANT	$450.00
		39119	7/28/2020	4275	CITYWIDE SIDEWALK REPAIR PROJECT- 246 BOCKIUS ST	$480.00
		39119	7/28/2020	4276	CITYWIDE SIDEWALK REPAIR PROJECT- MARCHANT&MAPLE S	$540.00
		39119	7/28/2020	4277	CITYWIDE SIDEWALK REPAIR PROJECT- 135 GRANT	$660.00
		39119	7/28/2020	4278	CITYWIDE SIDEWALK REPAIR PROJECT- GRANT&UNION	$990.00
		39119	7/28/2020	4279	CITYWIDE SIDEWALK REPAIR PROJECT- 533 BEACH ST	$1,080.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	DIAMOND D COMPANY	39119	7/28/2020	4280	CITYWIDE SIDEWALK REPAIR PROJECT- 557 BEACH ST	$945.00
		39119	7/28/2020	4291	CITYWIDE SIDEWALK REPAIR PROJE	$6,176.25
		39119	7/28/2020	4292	CITYWIDE SIDEWALK REPAIR PROJE	$600.00
		39119	7/28/2020	4293	CITYWIDE SIDEWALK REPAIR PROJE	$270.00
		39119	7/28/2020	4294	CITYWIDE SIDEWALK REPAIR PROJE	$225.00
		39119	7/28/2020	4296	CITYWIDE SIDEWALK REPAIR PROJE	$360.00
	ELECTROSTEEL USA	39122	7/28/2020	6817	SPECIALIZED PIPES FOR WATER SE	$22,358.70
		39122	7/28/2020	6810	SPECIALIZED PIPES FOR WATER SE	$24,078.60
		39122	7/28/2020	6833	SPECIALIZED PIPES FOR WATER SE	$25,030.62
	ETHELO DECISIONS INC.	38732	7/14/2020	162	ETHELO LICENSE	$3,450.00
	FASTENAL COMPANY	38734	7/14/2020	CAWAT108367	SUPPLIES- HARD HAT	$135.46
		39126	7/28/2020	CAWAT108442	PARTS	$361.56
		39126	7/28/2020	CAWAT108425	SUPPLIES	$94.21
		39126	7/28/2020	CAWAT108768	SUPPLIES	$29.10
		39126	7/28/2020	CAWAT108840	SUPPLIES	$449.85
	FERGUSON ENTERPRISES, INC.	38736	7/14/2020	1555752	PARTS	$827.57
	FIRST ALARM, INC.	39128	7/28/2020	555691	ALARM MONITORING 08/01-10/31/2020	$138.15
		39212	7/29/2020	541631	ALARM SERVICE	$270.36
	GRANITE ROCK COMPANY	38637	7/8/2020	MAY 2020	BUILDING MATERIALS AND SERVICE	$80,935.25
	GREEN RUBBER-KENNEDY AG	39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$73.76
		39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$98.20
	HARRIS & ASSOCIATES INC.	39017	7/28/2020	45472	DEVELOPMENT OF THE 2030 CLIMAT	$21,860.00
	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$310.22
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$71.80

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	HOME DEPOT CREDIT SERVICES	39227	7/29/2020	07/13/2020-FY20/21	SUPPLIES	$33.82
		39227	7/29/2020	07/13/2020-FY20/21	SUPPLIES	$353.56
	ICONIX WATERWORKS (US) INC.	39019	7/28/2020	06/30/2020	WATER INFRASTRUCTURE REPLACEME	$29,348.60
	INFOSEND, INC.	38752	7/14/2020	173043	UTILITY BILLING	$6,659.75
		38752	7/14/2020	173183	UTILITY BILLING	$1,241.46
		38752	7/14/2020	174501	UTILITY BILLING	$8,124.43
		38752	7/14/2020	174752	UTILITY BILLING	$1,264.45
	INSTRUMENT TECHNOLOGY CORP.	39020	7/28/2020	17957	VLOC3-PRO 10 WATT KIT	$5,949.76
		39134	7/28/2020	18015	INV#18015 30M (98 FEET) GROUNG EXTENSION LEAD ON S	$104.59
	JULIAN OLVERA	38762	7/14/2020	BOOT REIMB FY19/20	PW- BOOT REIMBURSEMENT	$191.73
	KITTLESON, GARY	38768	7/14/2020	KEC200429.1	PROFESSIONAL SERVICES	$5,435.00
	LILA STRUSS	39139	7/28/2020	#20020	20020-UTILITY ACCT CLOSED	$156.38
	LUIS CORONA	38776	7/14/2020	40498	ONE QUALIFYING WASHER REBATE FOR 17 KINGFISHER DR	$100.00
	M&M BACKFLOW & METER MAINTENANCE	39023	7/28/2020	INV-000952	METER SUPPLIES	$4,673.69
	MID VALLEY SUPPLY	38958	7/22/2020	06/30/2020	SUPPLIES	$672.10
	MISSION LINEN SUPPLY	38639	7/8/2020	292106-02/29/2020	UNIFORM RENTAL AND LAUNDRY SER	$436.64
		38639	7/8/2020	292106-04/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$436.64
		38639	7/8/2020	292106-03/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$545.80
		38639	7/8/2020	292106-05/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$436.64
		38790	7/14/2020	292107-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$704.30

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	MISSION LINEN SUPPLY	38790	7/14/2020	279214-07/01/2020	UNIFORM RENTAL AND LAUNDRY SER	$1,601.63
		38959	7/22/2020	292106-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$533.48
	MNS ENGINEERS, INC.	38791	7/14/2020	75213	ON CALL CONSULTANT ENGINEERING	$3,640.00
		39028	7/28/2020	5/1/2020-5/31/2020	ON CALL CONSULTANT ENGINEERING	$1,017.50
	MONTEREY BAY SERVICE COMPANY	39031	7/28/2020	42774	MACHINE SERVICE	$776.27
	MONUMENT LUMBER COMPANY	39032	7/28/2020	06/25/2020	SUPPLIES	$409.64
	ORTEGA, CARLOS	38806	7/14/2020	BOOT REIMB. FY19/20	PW- BOOT REIMBURSEMENT	$150.85
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	39150	7/28/2020	38493	LIGHTS	$371.41
		39150	7/28/2020	38656	PARTS	$83.50
	PACIFIC GAS & ELECTRIC	38810	7/14/2020	8999729770-3-6/24	ELEC	$10.51
		38834	7/14/2020	8693283387-3-6/24	ELEC	$124,239.19
		38826	7/14/2020	4850440932-6-	ELEC	$1,041.39
		39046	7/28/2020	1553836670-7-7/6	GAS & ELEC	$26.12
		39172	7/28/2020	8257828808-4-7/15	ELEC	$10,339.64
		39176	7/28/2020	8693283387-3-7/15	GAS & ELEC	$75,223.66
	PAJARO VALLEY FABRICATION INC.	39047	7/28/2020	28039	SQUARE TUBING	$84.10
		39047	7/28/2020	27980	LABOR TO REPAIR BATHROOM TRAILER	$949.08
		39047	7/28/2020	28016	LABOR TO MANUFACTURE CEMENT FORMS	$789.60
		39177	7/28/2020	28041	HR PLATE FOR TRUCK	$6,396.00
		39177	7/28/2020	28004	CUT ANGLE	$25.34
	PAJARO VALLEY LOCK SHOP	38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$13.74

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0720	PAJARO VALLEY LOCK SHOP	38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$287.39
		38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$15.15
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$28.75
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$53.53
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$41.46
	PAJARO VALLEY PRINTING	38840	7/14/2020	40623	PRINTS- WATER QUALITY REPORT	$895.85
		39179	7/28/2020	40634	ENVELOPES	$322.29
	PAJARO VALLEY WATER MGMT AGENCY	39217	7/29/2020	3/1/20-5/31/20	GROUNDWATER AUGMENTATION CHARG	$213,648.00
		39233	7/29/2020	000013-000 to 5/31/2	GROUNDWATER AUGMENTATION CHARG	$152,400.00
	PAPE KENWORTH	38967	7/22/2020	DEPOSIT	2021 KENWORTH T880S	$2,000.00
	PETERSON	39051	7/28/2020	SW240167412	REPAIRS	$3,492.09
	PLATT	39182	7/28/2020	0M65838	W2 VFD CABLES	$1,317.57
	POLLARDWATER.COM	39052	7/28/2020	0169705	SUPPLIES	$1,767.86
		39052	7/28/2020	0169839	SUPPLIES	$265.48
		39052	7/28/2020	0169748	SUPPLIES	$119.08
		39052	7/28/2020	0169750	SUPPLIES	$624.69
	POWER ENGINEERS, INC.	38846	7/14/2020	360952	CONSULTANT SERVICES FOR CITYWO	$10,562.50
	PRAXAIR DISTRIBUTION, INC	39053	7/28/2020	97220773	SUPPLIES	$64.65
		39053	7/28/2020	97125860	SUPPLIES	$77.07
		39219	7/29/2020	97289460	CYLINDER CHARGE	$36.27
	QUILL CORPORATION	38848	7/14/2020	8101896	OFFICE SUPPLIES	$497.43
		38848	7/14/2020	8102659	OFFICE SUPPLIES	$39.32
		39056	7/28/2020	8141707	OFFICE SUPPLIES	$36.04
	RAFTELIS FINANCIAL CONSULTANTS, INC.	39058	7/28/2020	14608	UTILITY ENTERPRISE ANALYSIS AN	$1,619.49

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0720	RICOH USA, INC	38852	7/14/2020	5059853814	COPIER CHARGES	$47.28
		38852	7/14/2020	5059853814	COPIER CHARGES	$423.32
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$387.13
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$146.81
		39064	7/28/2020	5059894251	COPIER MONTHLY MAINTENANCE	$37.84
	ROCHA, ADOLFO	38853	7/14/2020	BOOT REIMB FY19/20	PW- BOOT REIMBURSEMENT	$200.00
	RODNEY MISUMI	38855	7/14/2020	4/19/2020	TOILET REBATE ROD AND GUN CLUB	$100.00
	SANDRA/ ANTONIO CHAVEZ	39189	7/28/2020	#16222	16222-UTILITY ACCT CLOSED	$65.25
	SAUL CHAVEZ	38933	7/14/2020	BOOT REIMB FY20/21	PW- BOOT REIMBURSEMENT	$120.16
	SBS	38862	7/14/2020	0720139-IN	SUPPLIES	$148.24
	SCHWAN INC	39068	7/28/2020	18089	LUNCH FOR CONFINED SPACE TRAINING	$122.91
	SECURITY SHORING AND STEEL PLATES INC.	38865	7/14/2020	155627	RENTAL OF EQUIPMENT	$696.00
		38865	7/14/2020	154370I	RENTAL OF EQUIPMENT	$648.00
		38865	7/14/2020	154360I	STEEL PLATES RENTAL	$1,080.00
		38865	7/14/2020	154049K	STEEL PLATE RENTAL	$153.00
		39070	7/28/2020	154360J	INV#154360J STEEL PLATES USED AT CENTER & BECK	$537.70
		39070	7/28/2020	154422I	INV#154422I STEEL PLATES USED AT CENTER & BECK	$108.00
		39070	7/28/2020	153900M	INV#153900M STEEL PLATES USED AT GREEN VALLEY RD	$153.00
		39070	7/28/2020	153888M	INV#153888M STEEL PLATES USED AT PENNSYLVANIA	$488.96
	SENSUS USA	38866	7/14/2020	ZA20211687	520M SINGLE PORT SMARTPOINTS	$69,750.66
	SHRED-IT USA	39071	7/28/2020	8129998797	SHREDDING SERVICES	$67.78
		39071	7/28/2020	8129998797	SHREDDING SERVICES	$67.80
	SONIA SAVALA RAMIREZ	39193	7/28/2020	#33259	33259-UTILITY ACCT CLOSED	$145.18

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0720	STURDY OIL COMPANY	38875	7/14/2020	06/30/2020	PETROLEUM PRODUCTS FOR CITY WI	$910.44
	TAYLOR'S OFFICE CITY	39221	7/29/2020	06/30/2020	SUPPLIES	$190.49
		39221	7/29/2020	06/30/2020	SUPPLIES	$15.61
	TELSTAR INSTRUMENTS, INC.	38877	7/14/2020	104019	FACTORY REBUILD	$2,125.15
		38877	7/14/2020	104018	SENSOR	$1,241.83
		39076	7/28/2020	104137	PARTS	$1,482.80
	THATCHER COMPANY, INC.	38878	7/14/2020	276438	CHLORINE	$2,614.48
		38878	7/14/2020	276439	CYLINDER CREDIT	($900.00)
	TRACTOR SUPPLY CREDIT PLAN	39078	7/28/2020	06/29/2020	SUPPLIES	$679.14
		39078	7/28/2020	06/29/2020	SUPPLIES	$18.56
	TYLER TECHNOLOGIES, INC.	38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$429.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$429.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	9464-06/22/2020	UB STANDING MATS	$393.30
		38963	7/22/2020	9464-06/22/2020	CUSTOMER SERVICE USB	$19.64
		38963	7/22/2020	9464-06/22/2020	CUSTOMER SERVICE USB	$16.48
		38963	7/22/2020	9464-06/22/2020	CITY HALL CONFERENCE ROOM EQUIPMENT	$1,387.48
		38963	7/22/2020	9464-06/22/2020	CUSTOMER SERVICE & UB QUARTERLY MEETING	$141.55
		38963	7/22/2020	3055-06/22/2020	BUSINESS CARDS FOR M. MOLFINO	$29.92
		38963	7/22/2020	3055-06/22/2020	MAY MONTHLY STAFF/ SAFETY MEETING	$70.13
	UNITED STATES TREASURY	39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$782.96
	UPS STORE	38890	7/14/2020	06/30/2020	SHIPPING AND LIVESCAN SERVICES	$23.67
	USA BLUEBOOK	38892	7/14/2020	117430	LEAD GASKET	$187.61

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	VERIZON WIRELESS	38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$270.77
		38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$144.60
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$266.07
		38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$76.02
	WORKTERRA	38908	7/14/2020	0095995-IN	1095 C SERVICE	$447.93
	Fund Total					$1,079,677.70
0730	A-1 CARPET CLEANING	38649	7/14/2020	06/25/2020	CARPET CLEANING SERVICES	$145.00
	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$15.24
		38953	7/22/2020	06/30/2020	SUPPLIES	$206.09
	AT&T	39095	7/28/2020	831 724-4877 208 4-7	SERVICE	$186.31
	AT&T-CAL NET 2	38666	7/14/2020	000014939927	PHONE SERVICE 05/24/2020-06/23/2020	$314.00
	AVIATION MANAGEMENT CONSULTING GROUP, INC.	38978	7/28/2020	4572	PROFESSIONAL SERVICES	$1,788.00
	C & N TRACTOR	38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$98.89
	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	38989	7/28/2020	044-027221-04/2020	QUARTERLY FEE UNDERGROUND STORAGE 04-06/2020	$976.00
	CAPITOLA PUMP COMPANY INC	38688	7/14/2020	49566	SERVICE AND PARTS	$3,381.49
	CHARTER COMMUNICATIONS	38700	7/14/2020	0002463061520	INTERNET AND VOICE SERVICE	$170.26
		39108	7/28/2020	0002463071520	SERVICE	$170.26
	COFFMAN ASSOCIATES, INC	38705	7/14/2020	19SP13-4	Watsonville Municipal Airport	$4,700.00
	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$41.20
	ELEVATOR SERVICE COMPANY, INC.	38728	7/14/2020	26597 J5387-BAL	ELEVATOR INSTALL	$1,142.50
	FIRST ALARM SECURITY & PATROL, INC.	38923	7/14/2020	10159190	VEHICLE FOOT PATROL SERVICE	$714.03
	FIRST ALARM, INC.	39128	7/28/2020	549236	ALARM MONITORING	$317.55

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	FIRST ALARM, INC.	39128	7/28/2020	549420	ALARM MONITORING- 07/01-09/30/2020	$575.16
	GATEKEEPER SYSTEMS INC.	38965	7/22/2020	7/1/2020-6/30/2021	APP 139 ANNUAL SUBSCRIPTION	$4,000.00
	GREEN RUBBER-KENNEDY AG	39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$219.99
	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$27.75
	LUIS HERNANDEZ	38777	7/14/2020	BOOT REIMB FY19/20	AIRPORT- BOOT REIMBURSEMENT	$174.79
	MARITIME INFORMATION SYSTEMS, INC.	39024	7/28/2020	5807-REISSUE	SATELLITE BASED AIRCRAFT OPERA	$711.00
		39228	7/29/2020	5829	SATELLITE BASED AIRCRAFT OPERA	$711.00
	MAZE & ASSOCIATES	39025	7/28/2020	36836	JUNE PROFESSIONAL SERVICES	$2,198.00
	MID VALLEY SUPPLY	38958	7/22/2020	06/30/2020	SUPPLIES	$275.43
	MISSION LINEN SUPPLY	38959	7/22/2020	292110-07/01/2020	UNIFORM RENTAL AND LAUNDRY SER	$538.70
	MONUMENT LUMBER COMPANY	39032	7/28/2020	06/25/2020	SUPPLIES	$107.85
	NAPA AUTO PARTS	39036	7/28/2020	113143	PARTS	$92.85
		39145	7/28/2020	115381	SUPPLIES	$41.90
		39145	7/28/2020	115405	TEMP KIT	$36.59
		39145	7/28/2020	115277	PARTS	$17.46
		39145	7/28/2020	114598	BUSHING KIT	$7.96
	PACIFIC GAS & ELECTRIC	38818	7/14/2020	9830958081-3-6/22	ELEC	$110.56
		39044	7/28/2020	6558284005-7-6/30	ELEC	$465.37
		39163	7/28/2020	1506815321-0-7/10	ELEC	$116.05
		39171	7/28/2020	2209323609-3-7/14/	ELEC	$7,389.02
		39162	7/28/2020	9830958081-3-7/21/	ELEC	$106.36

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	PAJARO VALLEY PRINTING	38840	7/14/2020	40590	PRINTS- ECONOMIC BENEFIT ANALYSIS BROCHURE	$227.24
		38840	7/14/2020	40589	PRINTS- VISITOR PARKING FEE TAGS	$432.63
		39179	7/28/2020	40661	ENVELOPES	$147.49
	PRAXAIR DISTRIBUTION, INC	38847	7/14/2020	97279279	CYLINDER RENT	$47.99
	QTPOD	39184	7/28/2020	81993	PRIVATE CARDS	$245.02
	RICOH USA, INC	39064	7/28/2020	5059894777	COPIER MONTHLY MAINTENANCE	$79.32
	ROEMKE ELECTRIC INC	38856	7/14/2020	1131	SERVICE	$625.00
	STAPLES CREDIT PLAN	38872	7/14/2020	ACCT 3457	SUPPLIES	$120.90
	SUPERIOR ALARM COMPANY	39194	7/28/2020	152964	ALARM MONITORING 07/01-09/30/2020	$148.50
		39194	7/28/2020	153838	FIRE TEST	$50.00
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$170.52
		38956	7/22/2020	94528	PROF SERVICES	$3,264.00
		38956	7/22/2020	94528	PROF SERVICES	$6,507.16
	TYLER TECHNOLOGIES, INC.	38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$280.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$280.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	1312-06/22/2020	TRAILER/ EQUIPMENT	$3,406.82
		38963	7/22/2020	1312-06/22/2020	CONVINIENCE FEE FO JET FUEL TAX REPORTING	$1.20
		38963	7/22/2020	1312-06/22/2020	JET FUEL TAX REPORTING	$52.00
		38963	7/22/2020	1312-06/22/2020	GATE OPENERS	$262.02
		38963	7/22/2020	1312-06/22/2020	HEDGE TRIMMER MATERIALS	$226.21
		38963	7/22/2020	1312-06/22/2020	ACA MEMBERSHIP	$75.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	1312-06/22/2020	KEYBOARD COVER	$19.12
		38963	7/22/2020	1312-06/22/2020	OFFICE SUPPLIES	$36.01
		38963	7/22/2020	1312-06/22/2020	OFFICE SUPPLIES	$50.23
		38963	7/22/2020	1312-06/22/2020	OFFICE SUPPLIES	$2.06
		38963	7/22/2020	1312-06/22/2020	LEGAL ADVICE TEMPLATES	$39.99
		38963	7/22/2020	1312-06/22/2020	AAAE MEMBERSHIP	$275.00
		38963	7/22/2020	1312-06/22/2020	SWAAAE MEMBERSHIP	$95.00
		38963	7/22/2020	1312-06/22/2020	EBINAR	$40.00
		38963	7/22/2020	1312-06/22/2020	VEHICLE TOOL BOXES	$665.17
		38963	7/22/2020	1312-06/22/2020	SERVICE	$158.55
		38963	7/22/2020	1312-06/22/2020	REFUND- RETURNED PRODUCT	($451.99)
		38963	7/22/2020	1312-06/22/2020	SWAAAE MEMBERSHIP	$95.00
	UNITED SITE SERVICES INC.	38889	7/14/2020	114-10501012	SERVICE	$80.43
	UNITED STATES TREASURY	39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$192.63
	VERIZON WIRELESS	38896	7/14/2020	9857196543	CITY CELL & DATA CHARGES 05/23-06/22/2020	$152.40
	WORKTERRA	38908	7/14/2020	0095995-IN	1095 C SERVICE	$110.21
	WORLD FUEL SERVICES	38645	7/8/2020	684844	PURCHASE OF AVIATION GRADE GAS	$12,357.54
		38940	7/14/2020	686116	PURCHASE OF AVIATION GRADE GAS	$25,974.73
		38968	7/22/2020	687278	PURCHASE OF AVIATION GRADE GAS	$26,114.54
		39237	7/29/2020	688821	PURCHASE OF AVIATION GRADE GAS	$12,483.67

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	Fund Total					$127,429.92
0740	A L LEASE COMPANY, INC	38952	7/22/2020	06/30/2020	PARTS	$0.55
	A-1 JANITORIAL SERVICE	38650	7/14/2020	7676	JUNE SERVICE	$350.00
	AA AUTO COLLISION CENTER	38912	7/14/2020	EST# 8021	SPRAY ON BED LINER	$527.75
	ACE HARDWARE	38953	7/22/2020	06/30/2020	SUPPLIES	$453.86
		38953	7/22/2020	06/30/2020	SUPPLIES	$1,001.85
		38953	7/22/2020	06/30/2020	SUPPLIES	$93.03
		38953	7/22/2020	06/30/2020	SUPPLIES	$170.27
		38953	7/22/2020	06/30/2020	SUPPLIES	$244.14
	AGILIS SYSTEMS, LLC	39089	7/28/2020	2592945	INV#2592945 SOLID WASTE LINXUP TRACKING SERVICE FO	$459.80
	AIR UNLIMITED	38654	7/14/2020	279018	PROPANE GAS	$90.60
		38654	7/14/2020	279052	PROPANE	$128.98
		38654	7/14/2020	279133	PROPANE	$90.60
	ALEJANDRO AYALA	38657	7/14/2020	BOOT REIMB FY19/20	PW-BOOT REIMBURSEMENT	$200.00
	ALEX GONZALEZ	38658	7/14/2020	BOOT REIMB. FY19/20	PW- BOOT REIMBURSEMENT FY19/20	$171.29
	APPLIED INDUSTRIAL TECHNOLOGIES	38663	7/14/2020	7019199232	SUPPLIES	$1,039.62
		39092	7/28/2020	7019250180	PARTS	$0.55
	ARRIAGA, JOHN	39093	7/28/2020	8259	CONSULTANT FOR LEGISLATIVE SER	$625.00
	ASBURY ENVIRONMENTAL SERVICES	38664	7/14/2020	I500-00576183	USED OIL SERVICE	$40.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	39094	7/28/2020	AR023116	FY21-LEVELIZED CHARGE- NAT GAS	$204.60
	AT&T	38665	7/14/2020	138890679-06/14/2020	SERVICE	$38.46
	AUTO CARE LIFESAVER TOWING	39096	7/28/2020	20-21718	TOWING SERVICE	$79.00
	BEST DOORS INC.	39098	7/28/2020	1124	INV#1124 REPAIR EXISTING OPERATOR ON PAINT BOOT DO	$280.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	BEWLEY'S CLEANING, INC.	38674	7/14/2020	009048	JUNE SERVICE	$183.00
	BIG CREEK LUMBER COMPANY	38675	7/14/2020	6/26/2020	SUPPLIES	$753.22
	C & N TRACTOR	38954	7/22/2020	06/29/2020	SUPPLIES AND PARTS	$1,489.59
	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	38684	7/14/2020	39-000300-6/30/20	FEE	$5,275.00
	CAMPOS BROS. RECOVERY, INC.	38687	7/14/2020	11976	INV#11976 APPLIANCE RECYCLER FOR 06/09/2020	$459.00
		39104	7/28/2020	11944	INV#11944 APPLIANCE RECYCLER ON 7-14-2020	$450.00
		39104	7/28/2020	12277	INV#12277 APPLIANCE RECYCLER FOR 7-7-2020	$450.00
		38992	7/28/2020	11969	DISPOSAL SERVICE	$450.00
		38992	7/28/2020	11961	INV#11961 APPLIANCE RECYCLER ON 06/30/2020	$450.00
	CASTILLO, ANTONIO	38691	7/14/2020	BOOT REIMB. FY19/20	PW- BOOT REIMBURSEMENT FY19/20	$200.00
	CLEARBLU ENVIRONMENTAL	38704	7/14/2020	23361	SERVICE	$219.68
		39109	7/28/2020	23504	JULY SERVICE	$867.93
	COMMERCIAL TRUCK COMPANY	39111	7/28/2020	01P1323	PRESSURE SWITCH	$93.24
		39111	7/28/2020	01P1328	PRESSURE SWITCH	$105.24
	CONTINUANT, INC.	38918	7/14/2020	SI-0000005338	MANAGED SERVICES AGREEMENT FOR	$591.34
	D&G SANITATION	38999	7/28/2020	272675	SERVICE	$103.79
	D&M TRAFFIC SERVICES, INC.	38717	7/14/2020	71835	SIGNS FOR GARBAGE ENCLOSURES	$463.65
	DANIEL D. WILLIAMS EQUIPMENT CO., INC.	39116	7/28/2020	25465	PARTS	$2,748.82
	DIAMOND VIEW AUTO GLASS	39120	7/28/2020	INV-0675	DOOR GLASS REPLACEMENT	$275.00
	ECOPLEXUS, INC.	38725	7/14/2020	1974	MAINTENANCE FOR SOLAR PANEL SY	$364.78
		38725	7/14/2020	1819	MAINTENANCE FOR SOLAR PANEL SY	$1,427.42
		38725	7/14/2020	1621	MAINTENANCE FOR SOLAR PANEL SY	$1,427.42

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	EL PAJARO COMMUNITY DEV CORP	38727	7/14/2020	2099	JANITORIAL SERVICES- MARCH	$473.00
		39002	7/28/2020	2154	INV#2154- GARBAGE CANS TIPPING- JUNE 2020	$473.00
	ELECTRONIC RECYCLERS INTERNATIONAL, INC.	39003	7/28/2020	SI119687	ELECTRONIC RECYCLING- INV#SI119687	$446.90
	ENVIRO WORLD CORP.	39123	7/28/2020	ENVIN-1020-2020	PURCHASE OF COMPOST BINS	$4,495.00
	FASTENAL COMPANY	38734	7/14/2020	CAWAT108093	SUPPLIES	$196.53
		38734	7/14/2020	CAWAT108262	SUPPLIES	$66.37
		39126	7/28/2020	CAWAT108580	PARTS	$18.79
		39126	7/28/2020	CAWAT108467	PARTS	$141.25
		39126	7/28/2020	CAWAT108616	PARTS	$83.24
		39126	7/28/2020	CAWAT108423	SUPPLIES	$51.99
		39126	7/28/2020	CAWAT108735	SUPPLIES	$131.56
		39126	7/28/2020	CAWAT108734	SUPPLIES	$55.84
		39126	7/28/2020	CAWAT108738	SUPPLIES	$20.41
		39126	7/28/2020	CAWAT108754	SUPPLIES	$7.65
		39126	7/28/2020	CAWAT108745	SUPPLIES	$37.63
	FREEDOM TUNE-UP	39130	7/28/2020	11026	FLEET SMOG	$46.00
		39130	7/28/2020	11038	FLEET SMOG	$49.00
		39130	7/28/2020	11031	FLEET SMOG	$46.00
		39130	7/28/2020	11024	FLEET SMOG	$46.00
		39130	7/28/2020	11036	FLEET SMOG	$46.00
		39130	7/28/2020	11032	FLEET SMOG	$49.00
	GARCIA, GONZALO	38742	7/14/2020	BOOT REIMB FY19/20	PW- BOOT REIMBURSEMENT	$200.00
	GCS ENVIRONMENTAL EQUIPMENT SERVICES	38924	7/14/2020	21663	PARTS- SWITCH BODY	$34.87
	GRANITE ROCK COMPANY	38637	7/8/2020	1243326	BUILDING MATERIALS	$564.52

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	GREEN RUBBER-KENNEDY AG	39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$195.97
		39015	7/28/2020	6/30/2020	PARTS & SUPPLIES	$57.76
	HOME DEPOT CREDIT SERVICES	39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	($552.82)
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$282.68
		39213	7/29/2020	07/13/2020-FY19/20	SUPPLIES	$37.12
	KELLY-MOORE PAINT COMPANY, INC.	39136	7/28/2020	818-00000307223	PAINT	$75.15
	LOPEZ, SALVADOR	38775	7/14/2020	BOOT REIMB FY19/20	PW- BOOT REIMBURSEMENT	$200.00
	MICHELLI MEASUREMENT GROUP, LLC	38786	7/14/2020	55638	INSPECTION AND TESTING	$1,510.91
	MID VALLEY SUPPLY	38958	7/22/2020	06/30/2020	SUPPLIES	$4,599.35
		38958	7/22/2020	06/30/2020	SUPPLIES	$123.91
	MISSION LINEN SUPPLY	38959	7/22/2020	292101-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$1,175.41
		38959	7/22/2020	292102-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$189.12
		38959	7/22/2020	292100-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$1,065.20
		38959	7/22/2020	292104-06/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$432.05
	MORA DOOR, INC.	39034	7/28/2020	4220	MSC RESTROOM DOORS	$2,952.83
	MUNICIPAL MAINTENANCE EQUIPMENT	38928	7/14/2020	0150359-IN	SUPPLIES	$182.67
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	38807	7/14/2020	38128	SUPPLIES	$86.44
		38807	7/14/2020	37813	SUPPLIES	$246.74
		39150	7/28/2020	38416	LIGHT BULB	$6.53
		39150	7/28/2020	38603	PARTS- LIGHT BULB	$2.17
	PAJARO VALLEY FABRICATION INC.	38838	7/14/2020	28034	LABOR TO REPAIR ROLL OFF TRUCK #508	$616.69

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0740	PAJARO VALLEY FABRICATION INC.	39177	7/28/2020	28061	MANUFACTURING OF PARTS	$403.78
		39177	7/28/2020	28092	PINS MANUFACTURING	$57.27
		39177	7/28/2020	28098	LABOR- TRUCK REPAIRS	$110.00
		39216	7/29/2020	28008	LABOR & PARTS	$671.06
	PAJARO VALLEY IRRIGATION	39178	7/28/2020	INV200047144	INV200047144 3"VICTAULIC GASKET	$33.57
	PAJARO VALLEY LOCK SHOP	38641	7/8/2020	5/31/2020	REPAIRS & SUPPLIES	$50.75
		39048	7/28/2020	6/30/2020	SERVICE & REPAIRS	$67.84
	PAJARO VALLEY PRINTING	39179	7/28/2020	40635	VEHICLE INSPECTION REPORT	$289.51
	PKT WELDING & FABRICATION	39181	7/28/2020	1703	FIRE TRUCK REPAIRS	$255.00
		39181	7/28/2020	1713	INV#1713 MANUFACTURE 2 BALLARDS AS PER SAMPLE	$342.43
		39181	7/28/2020	1708	INV#1708 INSTALL SIDE BOARDS ON TRUCK	$3,432.19
	PRAXAIR DISTRIBUTION, INC	38847	7/14/2020	71592415	CYLINDER RENT	$94.49
	QED ENVIRONMENTAL SYSTEMS, INC.	39055	7/28/2020	0000275861	SERVICE FOR GEM5000+ PORT. GAS ANALYZER	$1,500.00
	QUALITY WATER ENTERPRISES	39185	7/28/2020	1173335	INV#1173335 5 GAL BOTTLE WATER-LANDFILL SERVICE: J	$59.51
	RAFTELIS FINANCIAL CONSULTANTS, INC.	39058	7/28/2020	14608	UTILITY ENTERPRISE ANALYSIS AN	$941.56
	RETAIL MARKETING SERVICES, INC.	39063	7/28/2020	177999	JUNE CART SERVICE	$650.00
	SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	39190	7/28/2020	IN0097044	IN0097044 LANDFILL FACILITY ID:FA0003509	$1,290.00
	SAVE MART SUPERMARKET	39067	7/28/2020	6/30/2020	SUPPLIES	$47.12
	STREET SCENE ON & OFF ROAD PERFORMANCE,INC.	38936	7/14/2020	35648	PARTS	$100.40
		38936	7/14/2020	35381	VEHICLE SERVICE	$4,717.98
	STURDY OIL COMPANY	38875	7/14/2020	06/30/2020	PETROLEUM PRODUCTS FOR CITY WI	$2,540.91

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	STURDY OIL COMPANY	38875	7/14/2020	06/30/2020	PETROLEUM PRODUCTS FOR CITY WI	$364.35
	TAYLOR'S OFFICE CITY	39221	7/29/2020	06/30/2020	SUPPLIES	$487.89
		39221	7/29/2020	06/30/2020	SUPPLIES	$167.05
		39221	7/29/2020	06/30/2020	SUPPLIES	$21.35
	TIREHUB, LLC	39200	7/28/2020	14677033	TIRES	$1,388.32
		39200	7/28/2020	14671150	TIRES	$1,451.52
		39200	7/28/2020	14699148	TIRES	$1,128.56
		39200	7/28/2020	14676971	TIRE CREDIT	($1,451.52)
	TORIUMI'S AUTO REPAIR	39201	7/28/2020	90877	LOF SVC LABOR & PARTS FOR UNIT # 680-903-02	$650.33
		39201	7/28/2020	90870	LOF SVC LABOR & PARTS FOR UNIT# 315-702-22	$377.38
		39201	7/28/2020	90891	LOF SVC LABOR & PARTS FOR UNIT# 31550105	$247.63
	TOWNSEND AUTO PARTS	39222	7/29/2020	07/01/2020	PARTS AND SUPPLIES	$2,966.51
	TRACTOR SUPPLY CREDIT PLAN	39078	7/28/2020	06/29/2020	SUPPLIES	($26.25)
	TYLER TECHNOLOGIES, INC.	38885	7/14/2020	045-306487	LICENSING, IMPLEMENT, MAINT. M	$336.00
		39079	7/28/2020	045-308583	LICENSING, IMPLEMENT, MAINT. M	$336.00
	U S BANK CORPORATE PAYMENT SYSTEM	38963	7/22/2020	9464-06/22/2020	REGULAR CLEANING- DISINFECTANT SPRAY AND HAND SOAP	$39.33
		38963	7/22/2020	9464-06/22/2020	WATER VALVES	$19.12
		38963	7/22/2020	9464-06/22/2020	SW MONTHLY SAFETY MEETING	$194.23
		38963	7/22/2020	9464-06/22/2020	OIL PROGRAM SUPPLIES	$1,008.86
	UNITED STATES TREASURY	39224	7/29/2020	2019 PCORI FEE	2019 PCORI FEE ON SELF-INSURED DENTAL PLAN	$441.19
	VERIZON WIRELESS	38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$154.77
		38896	7/14/2020	9857202604	MSC CELL & DATA- 05/23-06/22/2020	$7.61

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	WATSONVILLE BLUEPRINT	38900	7/14/2020	93086	BOND AND COPY	$18.20
		38900	7/14/2020	92776	BOND AND COPY	$9.57
	WATSONVILLE WETLANDS WATCH	38903	7/14/2020	2020.04 CTE ENC	Trails System Encampment Deter	$1,599.00
		38903	7/14/2020	2020.04 CTW	Trails System Encampment Deter	$3,510.00
		38903	7/14/2020	2020.02 RED CTW 19	ENVIRONMENTAL EDUCATION, STORM WATER PREVENTION	$1,186.00
		39225	7/29/2020	3/1-3/31/2020	Trails System Encampment Deter	$6,080.00
		39225	7/29/2020	1/1-1/31/2020	Trails System Encampment Deter	$1,015.50
		39225	7/29/2020	6/1-6/30/2020	Trails System Encampment Deter	$1,014.00
	WEST COAST RUBBER RECYCLING	38938	7/14/2020	20-1513	INV#20-1513 TIRE DISPOSAL	$547.05
	WORKTERRA	38908	7/14/2020	0095995-IN	1095 C SERVICE	$252.41
	ZARAGOZA, RUDY	39206	7/28/2020	7/20/20	PW SAFETY BOOTS	$196.60
	Fund Total					$89,798.43
0741	ES ENGINEERING SERVICES, LLC	38635	7/8/2020	INV1202229	DOCUMENT PREPARATION FOR LANDF	$3,719.50
		38635	7/8/2020	INV1209491	DOCUMENT PREPARATION FOR LANDF	$9,924.25
		38635	7/8/2020	INV1215023	DOCUMENT PREPARATION FOR LANDF	$9,766.50
		38635	7/8/2020	INV1220002	DOCUMENT PREPARATION FOR LANDF	$4,694.25
		38635	7/8/2020	INV1225296	DOCUMENT PREPARATION FOR LANDF	$16,426.75
		38635	7/8/2020	INV1228866	DOCUMENT PREPARATION FOR LANDF	$3,817.76
		38635	7/8/2020	INV1234469	DOCUMENT PREPARATION FOR LANDF	$1,954.00
		39008	7/28/2020	INV1239402	DOCUMENT PREPARATION FOR LANDF	$14,358.08
	Fund Total					$64,661.09
0780	ACTA MEDICAL SERVICES, INC.	38970	7/28/2020	05/13/2020	CLERICAL FEE- CLAIM #1920-01	$16.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0780	LWP CLAIMS SOLUTIONS INC	38638	7/8/2020	941-44014	TRUST DEPOSIT	$35,539.96
		38927	7/14/2020	18750	CLAIMS ADMINISTRATION JULY 2020	$13,243.00
		38966	7/22/2020	941-44028	TRUST DEPOSIT	$22,196.74
		38957	7/22/2020	CLAIM#1894100012	FUNDS REQUEST	$14,254.50
	PARSAC	39180	7/28/2020	21-123	2020/21 ANNUAL PREMIUM-COMMERCIAL CRIME BOND	$7,415.00
		39180	7/28/2020	21-188	ANNUAL PROPERTY INSURANCE RENEWAL	$504,294.00
		39180	7/28/2020	21-86	ANNUAL LIABILITY PROGRAM COVERAGE	$744,917.00
		39180	7/28/2020	21-23	ANNUAL WORKER'S COMP FOR 2020-21	$826,048.00
	THE GRUNSKY LAW FIRM LLC	38956	7/22/2020	94527	LEGAL SERVICES TO 5/31/20	$20.40
	Fund Total					$2,167,944.60
0787	MES VISION	38784	7/14/2020	06/30/2020	CLAIMS WEEK ENDING 06/30/2020	$1,304.52
		39143	7/28/2020	07/15/2020	CLAIMS- WEEK ENDING 07/15/2020	$1,144.78
	PREFERRED BENEFIT	38930	7/14/2020	EIA33494	CLAIMS FOR WEEK ENDING 07/02/2020	$5,331.48
		38930	7/14/2020	EIA33588	EIA33588- CLAIMS WEEK ENDING 07/09/2020	$3,680.29
		39183	7/28/2020	EIA33627	EIA33627- CLAIMS WEEK ENDING 07/16/2020	$4,731.81
		39235	7/29/2020	EIA33651	EIA33651- CLAIMS WEEK ENDING 07/23/2020	$8,448.00
	WORKTERRA	38939	7/14/2020	WAT0820	HEALTH BENEFITS- AUG. 2020	$592,718.25
	Fund Total					$617,359.13
Total	Total					$10,269,058.67

CITY OF WATSONVILLE
FINANCE DEPARTMENT
SUMMARY OF DISBURSEMENTS
WARRANT REGISTER DATED 8/5/2020 to 8/14/2020

FUND NO.	FUND NAME	AMOUNT
120	TRUST FUND	2,015.00
130	EMPLOYEE CASH DEDUCTIONS FUND	715,857.54
150	GENERAL FUND	229,259.33
202	REDEVELOPMENT OBLIG RETIREMENT	212.21
205	COMMUNITY DEV BLOCK GRANT	38,644.69
209	H.O.M.E. GRANTS	116,000.00
246	CIVIC CENTER COMMON AREA	3,293.50
260	SPECIAL GRANTS	59,726.97
305	GAS TAX	3,128.55
309	PARKING GARAGE FUND	8,093.57
310	SALES TAX MEASURE G	67,780.07
312	MEASURE D-TRANSPORTATION FUND	12,000.00
344	EAST HIGHWAY 1 AREA	24,422.91
354	SPECIAL DISTRICT FUNDS	1,500.62
710	SEWER SERVICE FUND	472,741.12
720	WATER OPERATING FUND	164,063.38
730	AIRPORT ENTERPRISE FUND	91,103.94
740	WASTE DISPOSAL FUND	77,434.30
780	WORKER'S COMP/LIABILITY FUND	8,001.48
787	HEALTH INSURANCE FUND POOL	6,794.00
790	INFORMATION & TECHNOLOGY ISF	33,324.19
		2,135,397.37

TOTAL ACCOUNTS PAYABLE 8/5/2020 to 8/14/2020		1,419,539.83
PAYROLL INVOICES		715,857.54
TOTAL OF ALL INVOICES	**TOTAL**	**2,135,397.37**

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0120	CELIA RODRIGUEZ	39338	8/11/2020	06-2020-018163	REFUND- VETERAN'S MEMORIAL DEPOSIT	$609.00
	ISIAS GIL	39389	8/11/2020	06-2020-018152	REFUND- SENIOR CENTER DEPOSIT	$450.00
	ONE TIME VENDOR	39412	8/11/2020	07-2020-018171	REFUND- RAMSAY CENTER DEPOSIT	$324.00
		39294	8/11/2020	REISSUE CHECK #38176	REFUND- RAMSAY RENTAL DEPOSIT	$324.00
	REAL ATLETICO	39302	8/11/2020	07-2020-018174	REFUND- RAMSAY SOCCER FIELD DEPOSIT	$308.00
	Fund Total					$2,015.00
0130	AFLAC	39498	8/14/2020	66429	Payroll Run 1 - Warrant 200814	$9,994.32
	BENEFIT COORDINATORS CORPORATION	39499	8/14/2020	66414	Payroll Run 1 - Warrant 200814	$4,106.04
	CA STATE DISBURSEMENT UNIT	615	8/14/2020	66431	Payroll Run 1 - Warrant 200814	$5,345.10
	CINCINNATI LIFE INSURANCE CO	39500	8/14/2020	66428	Payroll Run 1 - Warrant 200814	$45.13
	CITY EMPLOYEES ASSOCIATION	39501	8/14/2020	66416	Payroll Run 1 - Warrant 200814	$465.00
	COLONIAL LIFE & ACCIDENT INS	39502	8/14/2020	66417	Payroll Run 1 - Warrant 200814	$198.40
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	39503	8/14/2020	66418	Payroll Run 1 - Warrant 200814	$604.60
	ICMA RETIREMENT TRUST 457	610	8/14/2020	66419	Payroll Run 1 - Warrant 200814	$41,898.40
		611	8/14/2020	66466	PAYROLL RUN 1 - WARRANT 200814	$2,910.61
	OPERATING ENGINEERS LOCAL #3	39504	8/14/2020	66420	Payroll Run 1 - Warrant 200814	$5,590.00
	PRE-PAID LEGAL SERVICES INC.	39505	8/14/2020	66432	Payroll Run 1 - Warrant 200814	$233.10
	PROF FIRE FIGHTERS-WATSONVILLE	39506	8/14/2020	66421	Payroll Run 1 - Warrant 200814	$2,465.00
	PUBLIC EMP RETIREMENT SYSTEM	612	8/14/2020	66422	Payroll Run 1 - Warrant 200814	$265,324.03
	SALLY MCCOLLUM	39507	8/14/2020	66415	Payroll Run 1 - Warrant 200814	$500.00
	SEIU LOCAL 521	39509	8/14/2020	66423	Payroll Run 1 - Warrant 200814	$1,302.45

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	SEIU LOCAL 521	39508	8/14/2020	66467	PAYROLL RUN 1 - WARRANT 200814	$25.00
	STATE OF CALIFORNIA TAX BOARD	39510	8/14/2020	66425	Payroll Run 1 - Warrant 200814	$100.00
	WAGEWORKS INC	39511	8/14/2020	66430	Payroll Run 1 - Warrant 200814	$4,292.07
	WATSONVILLE POLICE ASSOCIATION	39512	8/14/2020	66426	Payroll Run 1 - Warrant 200814	$7,734.00
	WIRE TRANSFER-IRS	614	8/14/2020	66427	Payroll Run 1 - Warrant 200814	$301,586.68
	WIRE TRANSFER-STATE OF CALIFORNIA	613	8/14/2020	66424	Payroll Run 1 - Warrant 200814	$61,137.61
	Fund Total					$715,857.54
0150	AIRTEC SERVICE,INC	39321	8/11/2020	14060	SERVICE-215 UNION	$222.00
	ALBERTSONS/SAFEWAY	39322	8/11/2020	667854-071320-2840	SUPPLIES-DAVIS	$110.72
	AMREP COMPANY,INC	39485	8/12/2020	6/30/2020	REPAIR PARTS	$560.10
	AT&T	39325	8/11/2020	138890696 07/17/2020	INTERNET/TV SERVICES	$211.39
		39251	8/5/2020	138890679-07/14/2020	138890679- SERVICE	$38.48
		39325	8/11/2020	292375992-072420	Monthly service June 25-July24 - Station 1	$187.95
	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$15.18
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$794.54
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$49.02
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$79.20
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$15.18
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$44.60
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$308.73

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$981.84
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$2,359.23
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$21.82
	AUTO CARE LIFESAVER TOWING	39327	8/11/2020	20-21588	VEHICLE TOW	$54.00
		39327	8/11/2020	20-21535	VEHICLE TOW	$45.00
	BAKER & TAYLOR BOOKS	39259	8/11/2020	5016083534	5016083535	$1,004.55
		39259	8/11/2020	L5858864-06/30/2020	BOOKS	$585.21
	BEST DOORS INC.	39330	8/11/2020	1127	Station 1 repairs	$850.00
	BEWLEY'S CLEANING, INC.	39331	8/11/2020	009151	JANITORIAL SERVICES	$156.57
		39331	8/11/2020	009152	JANITORIAL SERVICES	$296.70
	BLANKINSHIP & ASSOCIATES, INC.	39260	8/11/2020	BA6935	INTEGRATED PEST MANAGEMENT CON	$13,544.43
	BOUND TREE MEDICAL LLC	39261	8/11/2020	83637320	COVID-19 SUPPLIES- NON CONTACT THERMOMETERS	$158.15
	BRODART CO.	39332	8/11/2020	040352-070620	BOOKS	$16.72
	BUD'S ELECTRIC SERVICE, INC	39253	8/5/2020	4862	LED PHOTO CELL AT 115 SECOND ST	$280.00
		39253	8/5/2020	4858	SERVICE AT 115 SECOND ST	$275.00
		39262	8/11/2020	4846	SERVICE AT 275 MAIN ST	$354.00
	CASSIDY'S PIZZA	39335	8/11/2020	4261	CATERING	$106.06
	CDW GOVERNMENT, INC.	39336	8/11/2020	ZNB2393	MAGENTA TONER FOR CUSTODIAL PRINTER	$118.25
	CEB	39337	8/11/2020	10956686	CA MUNICIPAL LAW HANDBOOK 2020	$478.23
	CELIA RODRIGUEZ	39338	8/11/2020	06-2020-018163	REFUND- VETERAN'S MEMORIAL DEPOSIT	$100.00
	CENTRAL COAST DIESEL	39263	8/11/2020	234378	PARTS	$74.25
		39263	8/11/2020	231377	SERVICE	$499.03

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CENTRAL COAST DIESEL	39263	8/11/2020	230931	VEHICLE SERVICE	$4,816.00
	CENTRAL COAST LANDSCAPE & MAINTENANCE	39339	8/11/2020	21122	JULY LANDSCAPE MAINTENANCE	$400.00
	CHAZ TOWING	39344	8/11/2020	71014	TOW SERVICES	$291.25
		39344	8/11/2020	71845	TOW SERVICES	$54.00
		39344	8/11/2020	71838	VEHICLE MAINT	$54.00
		39344	8/11/2020	71831	VEHICLE MAINT	$54.00
	CHEVROLET OF WATSONVILLE	39264	8/11/2020	233362	REPAIRS TO FIRE TRUCK	$13,478.02
	CITY CLERKS ASSOCIATION OF CALIFORNIA	39346	8/11/2020	8256	MEMBERSHIP RENEWAL	$70.00
	COMMUNITY BIKE COLLECTIVE	39265	8/11/2020	1001	YOUTH BIKE CAMP	$640.00
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$1,011.65
		39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$82.41
	COUNTY OF SANTA CRUZ-ISD	39349	8/11/2020	OPEN QUERY07/13/2020	OPEN QUERY CHARGES	$1,311.55
		39349	8/11/2020	QUERY 07/31/2020	OPEN QUERY	$1,311.55
	CREWSENSE, LLC	39350	8/11/2020	0017615	Pro Quarterly Charges Aug. 5, 2020 - Nov. 4, 2020	$355.47
	CRIME SCENE CLEANERS INC	39351	8/11/2020	75944	SERVICE	$425.00
	CSI FORENSIC SUPPLY	39352	8/11/2020	2230	EVIDENCE SUPPLIES	$116.60
	CUZICK, MATT	39354	8/11/2020	07/11/2020	VEHICLE MAINTENANCE	$330.00
		39354	8/11/2020	07/28/2020	VEHICLE MAINTENANCE	$869.50
	D&G SANITATION	39357	8/11/2020	273384	FENCING MUZZIO PARK	$250.56
	DAVIS AUTO PARTS	39359	8/11/2020	07/28/2020	PARTS	$114.26
	DURO-LAST, INC.	39487	8/12/2020	50756-REPLACE	INSPECTION FEE	$750.00
	ELEVATOR SERVICE COMPANY, INC.	39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$400.00
		39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$530.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ELEVATOR SERVICE COMPANY, INC.	39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$200.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$400.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$530.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$200.00
	ELM USA, INC.	39363	8/11/2020	32381	REPLACEMENT PADS	$147.45
	EPICO SYSTEMS INC.	39365	8/11/2020	2020-59	FS1 CABLING FOR PHONE REPAIR	$418.00
	ERNESTO'S CLEANING SERVICES	39366	8/11/2020	0728204	Ernesto's Cleaning Services_CCC.MCC.GHWRYC_072820 4	$3,190.95
		39366	8/11/2020	0728201	Ernesto's Cleaning Services_RPFC_0728201_7.28.2020	$1,375.00
		39366	8/11/2020	07282010	Ernesto's Cleaning Services_WSC_07282010_7.28.2020	$1,400.00
		39246	8/5/2020	0629204	CLEANING SERVICES- JUNE	$3,190.95
		39246	8/5/2020	0629201	CLEANING SERVICES- JUNE	$1,375.00
		39246	8/5/2020	06292010	JUNE CLEANING SERVICES	$1,400.00
		39366	8/11/2020	072820	CUSTODIAL SERVICES FOR MAIN LI	$4,050.00
	EWING IRRIGATION PRODUCTS, INC.	39367	8/11/2020	12167283	IRRIGATION PARTS	$224.14
	FASTENAL COMPANY	39368	8/11/2020	CAWAT108893	SUPPLIES	$17.20
		39272	8/11/2020	CAWAT107862	COVID-19 SUPPLIES AND PARTS	$344.76
		39272	8/11/2020	CAWAT107707	COVID-19 SUPPLIES, SANITIZER AND TOWELS	$3,255.42
		39272	8/11/2020	CAWAT107977	COVID-19 SUPPLIES, SANITIZER	$1,862.71
		39272	8/11/2020	CAWAT108132	COVID-19 SUPPLIES, HAND SOAP	$708.88
		39272	8/11/2020	CAWAT107716	GARBAGE CAN LINERS	$108.08
		39272	8/11/2020	CAWAT90005	RETURN OF SUPPLIES	($168.16)
		39272	8/11/2020	CAWAT103331	SUPPLIES	$42.30
		39272	8/11/2020	CAWAT106381	SUPPLIES	$11.48

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FASTENAL COMPANY	39272	8/11/2020	CAWAT103377	SUPPLIES- SAFETY PINS	$3.82
	FEDEX	39369	8/11/2020	7-068-24023	FRT	$12.48
		39369	8/11/2020	7-067-95429	FRT	$4.81
		39369	8/11/2020	7-075-55282	FRT	$8.82
	FINDAWAY WORLD LLC	39370	8/11/2020	324473	BOOKS	$352.56
	FIRST ALARM, INC.	39372	8/11/2020	556367	FREEDOM LIBRARY SECURITY SERVICE	$267.51
		39372	8/11/2020	556666	SERVICE 8/1-10/31/2020	$89.34
	GLOBAL CONCEPTS	39378	8/11/2020	L921260	COVID-19,WALK THROUGH FOR STAFF SAFETY	$87.40
	GROCERY OUTLET	39382	8/11/2020	07/28/2020	07/28/2020 SUPPLIES, 300 4322 244 2259	$11.97
	HINDERLITER, DE LLAMAS & ASSOCIATES	39275	8/11/2020	SIN002346	Implementation of cannabis com	$300.00
	ISIAS GIL	39389	8/11/2020	06-2020-018152	REFUND- SENIOR CENTER DEPOSIT	$1,100.00
	JACKSON LEWIS PC	39276	8/11/2020	7590117	PROF LEGAL SERVICES	$444.00
	K & D LANDSCAPING INC.	39392	8/11/2020	78277	JULY LANDSCAPE MAINTENANCE	$790.00
	KNOWLTON CONSTRUCTION	39247	8/5/2020	4099	IT WALL RECONFUGURATION	$15,530.00
	KRAMER WORKPLACE INVESTIGATIONS	39397	8/11/2020	07/30/2020A	PERSONNEL INVESTIGATION	$7,412.50
		39281	8/11/2020	07/30/2020	PERSONNEL INVESTIGATIONS FY19/20	$3,425.00
	L N CURTIS & SONS	39282	8/11/2020	INV373792	SUPPLIES	$69.35
	LIEBERT CASSIDY WHITMORE	39283	8/11/2020	1502507	PROF SERVICES	$177.00
	MIDWEST TAPE	39287	8/11/2020	99050975	BOOKS	$46.64
		39403	8/11/2020	99101053	BOOKS	$15.93
		39403	8/11/2020	99101052	BOOKS	$35.80
		39403	8/11/2020	99101050	BOOKS	$16.91
	MISSION LINEN SUPPLY	39404	8/11/2020	292109-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$302.31

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MOUNTAINS 2 SEA, INC.	39290	8/11/2020	28	SUMMER PROGRAM	$1,500.00
	NATIONAL TRUCK SALES & SERVICE	39407	8/11/2020	234888	Service to 4411	$1,218.94
		39407	8/11/2020	234871	Maintenance and Service to 4412	$1,201.45
	NPM, INC.	39292	8/11/2020	181916	REPAIRS	$2,357.56
	OMEGA INDUSTRIAL SUPPLY INC.	39411	8/11/2020	127081	COVID-19 SUPPLIES, ALCOHOL WIPES	$763.21
		39293	8/11/2020	126206	COVID-19 SUPPLIES, ALCOHOL WIPES	$1,509.71
		39293	8/11/2020	126778	COVID-19 SUPPLIES, HAND SANITIZER	$1,306.17
		39293	8/11/2020	126194	COVID-19 SUPPLIES, ALCOHOL WIPES	$508.24
	ONE TIME VENDOR	39295	8/11/2020	07-2020-018173	REFUND- PINTO LAKE PAVILLION RENTAL FEE	$150.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	39414	8/11/2020	38673	BACKPACK SPRAYER FOR FRANICH PARK	$48.75
		39414	8/11/2020	38407	SUPPLIES	$112.49
		39414	8/11/2020	38408	SUPPLIES	$43.69
	PACIFIC GAS & ELECTRIC	39418	8/11/2020	5740377546-3-7/23	ELEC	$262.68
		39417	8/11/2020	7624842502-7-7/23	ELEC	$98.74
		39420	8/11/2020	9491368495-0-7/28	ELEC	$1,283.30
		39420	8/11/2020	9491368495-0-7/28	ELEC	$1,113.98
	PACIFIC LIBRARY PARTNERSHIP	39424	8/11/2020	980	PLP MEMBERSHIP FEES 20/21	$10,641.00
	PAJARO VALLEY FABRICATION INC.	39297	8/11/2020	28019	REPAIR LIGHT BASE ON TRUCK	$150.80
	PAJARO VALLEY IRRIGATION	39427	8/11/2020	200047228	7/10/20, INV#200047228, DRIP IRRIGATION REPAIRS FO	$58.86
	PAJARO VALLEY PRINTING	39428	8/11/2020	40672	SAFETY DOCUMENTS	$841.23
		39428	8/11/2020	40772	WARNING LABELS	$398.76

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PAPE MATERIAL HANDLING, INC.	39298	8/11/2020	8368783	PARTS	$698.56
		39298	8/11/2020	8370425	CREDIT- RETURNED PART	($117.66)
	PIKES PEAK LIBRARY DISTRICT	39430	8/11/2020	070820PPLD	ILL REPLACEMENT COST	$15.00
	PREFERRED PLUMBING, INC.	39299	8/11/2020	1462	SERVICE	$1,403.66
	PRI MANAGEMENT GROUP	39437	8/11/2020	8861	PERSONNEL TRAINING	$250.00
	QUENCH USA, INC.	39440	8/11/2020	INV02592282	WATER SERVICE	$65.55
	QUINN COMPANY, INC.	39300	8/11/2020	PC020251267	PARTS	$1,252.56
	RDO EQUIPMENT CO.	39301	8/11/2020	W1412339	VEHICLE MAINTENANCE	$3,781.80
	REAL ATLETICO	39302	8/11/2020	07-2020-018174	REFUND- RAMSAY SOCCER FIELD DEPOSIT	$692.00
	RECORDED BOOKS, INC.	39442	8/11/2020	76676994	LIBRARY SUPPLIES	$146.51
	REGISTER PAJARONIAN	39443	8/11/2020	2020-387776	ADVERTISING	$487.50
		39443	8/11/2020	2020-387776	ADVERTISING	$487.50
	RICOH USA, INC	39444	8/11/2020	103940010	COPIER RENTAL	$1,201.12
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.92
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.92
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.91
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$153.38
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$89.54
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$89.43
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$34.94
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$34.94

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$23.29
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$23.28
	SANTA CRUZ COUNTY FARM BUREAU	39446	8/11/2020	1090495-2020	1090495-2020 MEMBERSHIP DUES	$1,000.00
	SHOWCASES	39449	8/11/2020	317054	PROCESSING SUPPLIES	$57.29
		39449	8/11/2020	317053	PROCESSING SUPPLIES	$160.14
	SPRINT	39454	8/11/2020	LCI-338924	GPS	$100.00
		39453	8/11/2020	550592226-207	FIRE CELL CHARGES FROM 06/26/2020-07/25/2020	$25.73
	STAPLES BUSINESS CREDIT	39248	8/5/2020	1629685050	SUPPLIES	$60.22
		39248	8/5/2020	1629685050	SUPPLIES	$80.82
		39248	8/5/2020	1629685050	SUPPLIES	$273.09
		39248	8/5/2020	1629685050	SUPPLIES	$224.28
		39248	8/5/2020	1629685050	SUPPLIES	$47.96
		39248	8/5/2020	1629685050	SUPPLIES	$391.00
		39248	8/5/2020	1629685050	SUPPLIES	$135.36
		39248	8/5/2020	1629685050	SUPPLIES	$1,131.21
		39248	8/5/2020	1630153412-JUNE	SUPPLIES	$26.46
		39248	8/5/2020	1630153412-JUNE	SUPPLIES	$413.36
		39248	8/5/2020	1630153412-JUNE	SUPPLIES	$21.80
		39248	8/5/2020	1630153412-JUNE	SUPPLIES	$426.34
		39256	8/5/2020	1630153412-JULY	SUPPLIES	$46.20
		39256	8/5/2020	1630153412-JULY	SUPPLIES	$104.79
		39256	8/5/2020	1630153412-JULY	SUPPLIES	($662.94)
		39256	8/5/2020	1630153412-JULY	SUPPLIES	$478.78
		39256	8/5/2020	1630153412-JULY	SUPPLIES	$309.06

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	STAPLES CREDIT PLAN	39455	8/11/2020	07/28/2020	SUPPLIES	$24.32
		39455	8/11/2020	07/28/2020	SUPPLIES	$125.56
		39455	8/11/2020	07/28/2020	SUPPLIES	$53.83
	SUNSYSTEM TECHNOLOGY	39458	8/11/2020	009439	CITYWIDE SOLAR MAINTENANCE CON	$887.13
	SYNCB/AMAZON	39308	8/11/2020	07/10/2020	ACCOUNT #60457 8781 026694 6-SUPPLIES	$201.99
	TARGET SPECIALTY PRODUCTS	39461	8/11/2020	INVP500193883	INVP500193883, CHEETAH PRO HERBICIDE.	$1,580.85
	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$269.60
		39462	8/11/2020	7/31/2020	SUPPLIES	$92.84
		39462	8/11/2020	7/31/2020	SUPPLIES	$3.17
		39462	8/11/2020	7/31/2020	SUPPLIES	$159.40
		39462	8/11/2020	7/31/2020	SUPPLIES	$10.87
	THE HOSE SHOP INC.	39250	8/5/2020	6/29/2020	PARTS & SUPPLIES	$830.72
	TINO'S PLUMBING INC	39466	8/11/2020	129688	REPAIR	$224.12
	TORIUMI'S AUTO REPAIR	39309	8/11/2020	90834	VEHICLE SERVICE	$83.35
	TRAFFIC MANAGEMENT, INC.	39310	8/11/2020	634142	RAMSAY PARKING LOT BARRIERS	$1,714.00
	TRI-COUNTY FIRE PROTECTION INC	39471	8/11/2020	53004	DRY CHEMICALS	$44.64
		39471	8/11/2020	103499	SERVICE	$153.77
	TYLER TECHNOLOGIES, INC.	39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$1,911.00
		39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$259.00
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$50,489.00
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$6,848.00
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$305.00
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$41.00
		39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$305.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TYLER TECHNOLOGIES, INC.	39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$41.00
	UPS STORE	39473	8/11/2020	07/31/2020	FRT AND SERVICE	$74.00
		39473	8/11/2020	07/31/2020	FRT AND SERVICE	$8.25
		39473	8/11/2020	07/31/2020	FRT AND SERVICE	$106.36
		39473	8/11/2020	07/31/2020	FRT AND SERVICE	$97.37
	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$266.07
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$499.97
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$988.30
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$456.12
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$44.89
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$663.49
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$33.67
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$133.35
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$10.30
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$68.57
	WATSONVILLE BLUEPRINT	39478	8/11/2020	93805	BOND & COPY	$59.74
		39478	8/11/2020	93981	BOND & COPY	$160.01
		39492	8/12/2020	92615	BOND COPY	$120.48
	WEBER, HAYES AND ASSOCIATES, INC	39316	8/11/2020	12907	PROFESSIONAL SERVICES	$799.25
	WELLINGTON LAW OFFICES	39317	8/11/2020	25384	CODE ENFORCEMENT AT 595 AIRPOR	$126.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	WEST COAST SECURITY INC.	39318	8/11/2020	05082020-1	LABOR- FURNISH AND REPLACE SCRAMBLE PAD @ 275 MAIN	$1,482.16
		39318	8/11/2020	04242020-1	LABOR TO INSTALL IP CAMERAS AT RAMSAY PARK	$7,410.40
	Fund Total					$229,259.33
0202	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$57.43
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$41.21
	RICOH USA, INC	39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.91
	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$27.66
	Fund Total					$212.21
0205	EL PAJARO COMMUNITY DEV CORP	39269	8/11/2020	CBBG COVID-19, PART2	2019-2020 CDBG COVID-19- MAY 23-JUNE 30, 2020	$38,644.69
	Fund Total					$38,644.69
0209	FIRST AMERICAN TITLE COMPANY	39495	8/12/2020	#4411-6162213	726 ARCE STREET	$116,000.00
	Fund Total					$116,000.00
0246	CENTRAL COAST SYSTEMS	39340	8/11/2020	17258	FIRE ALARM	$2,612.50
	K & D LANDSCAPING INC.	39392	8/11/2020	78277	JULY LANDSCAPE MAINTENANCE	$681.00
	Fund Total					$3,293.50
0260	FASTENAL COMPANY	39368	8/11/2020	CAWAT108601	SUPPLIES	$600.88
	LEXIS NEXIS RISK DATA MANAGEMENT	39489	8/12/2020	1382615-20200531	FEE 5/1-5/31/2020	$1,620.68
	MONTEREY BAY ECONOMIC PARTNERSHIP	39288	8/11/2020	1869	CONSULTING REGIONAL BROADBAND	$48,039.00
	PAJARO VALLEY PRINTING	39428	8/11/2020	40722	CENSUS FORMS	$818.28
	RINCON CONSULTANTS, INC.	39304	8/11/2020	23479	PRECONSTRUCTION COMPLIANCE SER	$8,648.13
	Fund Total					$59,726.97
0305	METROCOUNT USA, INC.	39490	8/12/2020	INV09549	BATTERY PACK	$320.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	MISSION LINEN SUPPLY	39404	8/11/2020	292105-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$151.04
	WALLACE GROUP, A CALIFORNIA CORPORATION	39314	8/11/2020	51324	CITY PAVEMENT MANAGEMENT PROGR	$2,657.51
	Fund Total					$3,128.55
0309	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$680.37
	ELEVATOR SERVICE COMPANY, INC.	39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$400.00
		39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$520.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$400.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$520.00
	ERNESTO'S CLEANING SERVICES	39366	8/11/2020	0728202	CLEANING SERVICE- JULY	$1,300.00
		39366	8/11/2020	0728206	JULY CLEANING SERVICES	$1,500.00
	PANTHER PROTECTIVE SERVICE	39429	8/11/2020	007-2020CG	Patrolling of Beach Street Par	$2,072.00
	VENTEK INTERNATIONAL	39474	8/11/2020	122572	SEPT MONTHLY PARKING MACHINE FEE	$701.20
	Fund Total					$8,093.57
0310	AT&T-CAL NET 2	39326	8/11/2020	000015079677	PAL PHONE CHARGES FROM 06/24/2020-07/23/2020	$62.63
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$39.77
	FOLSOM LAKE FORD	39274	8/11/2020	FL0207	ONE FORD EXPLORER	$44,708.39
	INTIME SERVICES, INC	39388	8/11/2020	10403	SUBSCRIPTION	$11,400.00
	JIMMY D. VANHOVE	39390	8/11/2020	INV 244	K9 TRAINING	$800.00
	MOTOROLA SOLUTIONS, INC.	39289	8/11/2020	16113105	MOTOROLA VEHICLE RADIO	$5,097.88
	NATIONAL TRUCK SALES & SERVICE	39407	8/11/2020	234735	Service to 4436	$2,814.37
	STAPLES CREDIT PLAN	39455	8/11/2020	07/28/2020	SUPPLIES	$204.94

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$2,623.39
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$28.70
	Fund Total					$67,780.07
0312	CITY OF SANTA CRUZ	39347	8/11/2020	2020-21	Street Smart Regional Outreach Services - Attn: Ch	$10,000.00
	PACIFIC GAS & ELECTRIC	39419	8/11/2020	0007940795-3	Customer Number 2695252 Invoice 0007940795-3 - Eng	$2,000.00
	Fund Total					$12,000.00
0344	CALIFORNIA DEPARTMENT OF TRANSPORTATION	39267	8/11/2020	21000819	AGREEMENT W/CALTRANS PSR/PDS H- INV#21000819	$21,000.00
	ECOLOGY ACTION OF SANTA CRUZ	39268	8/11/2020	67231	GRANT APPLICATION FOR TRANSPOR	$388.11
		39268	8/11/2020	67214	GRANT APPLICATION FOR TRANSPOR	$3,034.80
	Fund Total					$24,422.91
0354	K & D LANDSCAPING INC.	39392	8/11/2020	78276	LANDSCAPE MAINTENANCE- JULY 2020	$849.00
	MISSION LINEN SUPPLY	39404	8/11/2020	292109-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$31.64
		39404	8/11/2020	292109-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$17.57
	SILKE COMMUNICATIONS	39307	8/11/2020	96555	SERVICE	$436.46
	TARGET SPECIALTY PRODUCTS	39461	8/11/2020	INVP500193883	INVP500193883, CHEETAH PRO HERBICIDE.	$165.95
	Fund Total					$1,500.62
0710	ACE PORTABLE SERVICES, INC.	39257	8/11/2020	156757	HAND WASHING STATION AND CLEANING SERVICE	$113.42
	AMERICAN MESSAGING	39323	8/11/2020	M7023652UH	WRC PAGER SERVICE FROM 08/01/20-08/31/20	$38.32
	APPLIED INDUSTRIAL TECHNOLOGIES	39324	8/11/2020	7019405317	SUPPLIES FOR COMPRESSOR	$357.63

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	APPLIED INDUSTRIAL	39324	8/11/2020	7019404845	SUPPLIES- CHAIN	$1,119.81
	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$90.73
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$254.12
	BAYSIDE OIL II INC	39329	8/11/2020	38554	OIL REMOVAL	$1,155.00
	BEWLEY'S CLEANING, INC.	39331	8/11/2020	009151	JANITORIAL SERVICES	$114.95
	BRAGG INVESTMENT COMPANY INC.	39252	8/5/2020	07202020	BOOM TRUCK	$222,323.75
	CAMACHO, JOSE LUIS	39333	8/11/2020	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT	$196.64
	CENTRAL ELECTRIC	39341	8/11/2020	7/31/2020	ELEC SUPPLIES	$56.22
		39341	8/11/2020	7/31/2020	ELEC SUPPLIES	$61.57
	CERVANTEZ, JOSEPH	39342	8/11/2020	BOOT REIMB FY20/21	PW- BOOT REIMBURSEMENT	$174.75
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$591.34
	CUES, INC.	39353	8/11/2020	565967	GRANITENET PREMIUM ANNUAL SUPPORT	$2,150.00
	CWEA	39356	8/11/2020	ERIK LOPEZ FROYLAN	COLLECTION SYSTEM MAINTENANCE GRADE 1 CERTIFICATE	$91.00
		39355	8/11/2020	WENDY TRINH	CERTIFICATION RENEWAL: ENVIRONMENTAL COMPLIANCE IN	$91.00
	D&G SANITATION	39357	8/11/2020	273386	PORTABLE TOILET SERVICES	$223.96
	DAVIS AUTO PARTS	39359	8/11/2020	07/28/2020	PARTS	$2.85
		39359	8/11/2020	07/28/2020	PARTS	$58.37
	ENVIRONMENTAL INNOVATIONS, INC.	39364	8/11/2020	1211	INV#1211 REGIONAL MEMBERS DUES FEE	$2,040.00
	FASTENAL COMPANY	39368	8/11/2020	CAWAT108799	SUPPLIES	$40.61
		39368	8/11/2020	CAWAT109098	SUPPLIES	$9.55
		39368	8/11/2020	CAWAT109092	SUPPLIES	$1,248.14

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	FASTENAL COMPANY	39368	8/11/2020	CAWAT109093	SUPPLIES- GLOVES FOR SHOP	$467.12
	FISHER SCIENTIFIC	39373	8/11/2020	3641585	LAB SUPPLIES	$98.40
		39373	8/11/2020	3641586	LAB SUPPLIES	$81.88
	GRAINGER	39379	8/11/2020	9602451867	SUPPLIES	$213.50
		39379	8/11/2020	9594739493	SUPPLIES	$282.78
	GRANITE ROCK COMPANY	39380	8/11/2020	1249557	MATERIALS	$170.43
	GREEN TOUCH	39381	8/11/2020	440	MONTHLY LANDSCAPING MAINTENANCE AT WATER RESOURCE	$1,830.00
	GROCERY OUTLET	39382	8/11/2020	30043022772235	SUPPLIES	$17.18
	HACH COMPANY	39383	8/11/2020	12024114	NUTRIENT SOLN	$149.65
	HORAN LLOYD, A PROFESSIONAL CORPORATION	39384	8/11/2020	NON-PROFIT ALLIANCE	DEPOSIT- NON-PROFIT ALLIANCE, WATSONVILLE CONTR.	$600.00
	INORGANIC VENTURES INC	39386	8/11/2020	0248982-IN	LAB SUPPLIES	$207.07
	INTACT PROTECTIVE SERVICES	39387	8/11/2020	8072	INVOICE #8072 SECURITY SERVICE FOR THE MONTH OF J	$5,998.50
	JERRY ALLISON LANDSCAPING INC.	39277	8/11/2020	063020-6	LANDSCAPE SERVICES	$97.00
	K LIFT SERVICE COMPANY, INC	39279	8/11/2020	V610004638	PARTS	$30.59
	KIMBALL MIDWEST	39395	8/11/2020	8112603	SUPPLIES	$474.15
	KJ WOODS CONSTRUCTION INC	39280	8/11/2020	5	AIRPORT FREEDOM TRUNK SEWER RP	$98,352.89
	LIEBERT CASSIDY WHITMORE	39283	8/11/2020	1502506	PROFESSIONAL SERVICES	$10,616.40
		39283	8/11/2020	1502508	PROF SERVICES	$737.50
	MAX B. HUFFMAN	39286	8/11/2020	1989	ANNUAL CRANE INSPECTION	$500.00
	MCMASTER CARR	39402	8/11/2020	42996729	SUPPLIES	$105.33
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	39414	8/11/2020	38780	REPAIRS AND SUPPLIES	$395.13
	PACIFIC GAS & ELECTRIC	39422	8/11/2020	2914465320-0-7/27	ELEC	$14,869.35

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	PACIFIC GAS & ELECTRIC	39423	8/11/2020	6994615709-1-7/27	ELEC	$42,655.85
	PLATT	39432	8/11/2020	0M61694	PARTS	$6.85
	RICOH USA, INC	39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$55.64
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.85
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$85.92
	SJSUR FOUNDATION/MLML	39450	8/11/2020	AR020942	INV#AR020942- CHARTER OF JOHN H. MARTIN FOR RESEAR	$456.25
	STAPLES CREDIT PLAN	39455	8/11/2020	07/28/2020	SUPPLIES	$344.68
		39455	8/11/2020	07/28/2020	SUPPLIES	$32.76
	SUNSYSTEM TECHNOLOGY	39458	8/11/2020	009439	CITYWIDE SOLAR MAINTENANCE CON	$2,922.37
	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$88.56
	TELEDYNE INSTRUMENTS, INC.	39463	8/11/2020	S020408472	REPLACMEMENT PUMP ASSEMBLY KIT	$606.69
	THATCHER COMPANY, INC.	39464	8/11/2020	276540	CHEMICALS FOR RECYCLE WATER	$4,141.69
		39464	8/11/2020	276734	CHEMICALS FOR RECYCLE WATER	$4,125.75
		39464	8/11/2020	276756	CHEMICALS FOR RECYCLE WATER	$2,575.97
		39464	8/11/2020	277007	CHEMICALS FOR RECYCLE WATER	$4,380.89
		39464	8/11/2020	277312	CHEMICALS FOR RECYCLE WATER	$4,173.39
		39464	8/11/2020	277125	CHEMICALS FOR RECYCLE WATER	$4,118.77
	TRITON CONSTRUCTION INC.	39311	8/11/2020	17277	DESIGNATED OPERATOR SERVICES	$300.00
	TYLER TECHNOLOGIES, INC.	39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$584.00
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$15,437.00
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$93.00
		39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$93.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$38.01
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$114.03
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$76.02
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$114.03
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$39.09
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$60.65
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$50.36
	VWR INTERNATIONAL IN	39476	8/11/2020	8801659306	LAB SUPPLIES	$62.97
	WASTEWATER MANAGEMENT SPECIALISTS LLC	39477	8/11/2020	2020-07W	Serve as Interim Wastewater Fa	$1,710.00
	WATSONVILLE WETLANDS WATCH	39315	8/11/2020	2020.05 CTW Enc	Trail Maintenance and Native P	$1,755.00
		39315	8/11/2020	2020.06 CTW	Trail Maintenance and Native P	$6,337.50
		39315	8/11/2020	2020.02 CTW Enc	Trail Maintenance and Native P	$390.00
	WEBER, HAYES AND ASSOCIATES, INC	39480	8/11/2020	0720-67	PROFESSIONAL ELECTRICAL ENGINEERING SERVICES	$200.00
	WECO INDUSTRIES	39481	8/11/2020	0046067-IN	FREIGHT	$75.00
	YOURSERVICESOLUTIONS.COM INC.	39484	8/11/2020	200751	WRC UPDATES	$2,520.00
		39484	8/11/2020	200752	WRC UPGRADES	$2,935.00
	Fund Total					$472,741.12
0720	ACE PORTABLE SERVICES, INC.	39257	8/11/2020	156757	HAND WASHING STATION AND CLEANING SERVICE	$113.43
	ADRIANA SANTANA	39320	8/11/2020	36143	36143-UTILITY ACCT CLOSED	$57.24
	AIRTEC SERVICE,INC	39258	8/11/2020	13401	SERVICE FOR INFRARED HEATER	$1,984.00
	AMERICAN MESSAGING	39323	8/11/2020	M7023541UH	WATER PAGER SERVICE FROM 08/01 -08/31/2020	$76.35

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	AT&T	39251	8/5/2020	138890679-07/14/2020	138890679- SERVICE	$38.48
		39251	8/5/2020	138890679-07/14/2020	138890679- SERVICE	$38.48
	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$278.58
	CENTRAL COAST LANDSCAPE & MAINTENANCE	39339	8/11/2020	21198	REPLACEMENT FOR CLOCK "B"	$236.00
	CHARLES B. ALLEN & RAMONA M. ALLEN	39343	8/11/2020	02387	1 QUALIFYING TOILET REBATE @ 38 -A BRENNAN ST ACCT#	$100.00
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$714.96
	DAMON ROBERTS	39266	8/11/2020	6/23/2020	LOW FLOW TOILET	$100.00
	DAVID LYNG & ASSOCIATES INC.	39358	8/11/2020	21457	21457-Utility acct closed	$116.84
	DAVIS AUTO PARTS	39359	8/11/2020	07/28/2020	PARTS	$1,245.45
		39359	8/11/2020	07/28/2020	PARTS	$412.31
	EVERBRIDGE, INC.	39271	8/11/2020	m45817	NIXLE ENGAGE	$3,500.00
	FASTENAL COMPANY	39368	8/11/2020	CAWAT109009	SUPPLIES- RUST PAINT	$3.94
		39272	8/11/2020	CAWAT107862	COVID-19 SUPPLIES AND PARTS	$453.89
		39368	8/11/2020	CAWAT108890	PUMP	$1,060.00
		39272	8/11/2020	CAWAT59023	SUPPLIES	$152.13
		39272	8/11/2020	CAWAT108300	SUPPLIES	($187.70)
		39272	8/11/2020	CAWAT107179	SUPPLIES	$690.33
	FMG	39273	8/11/2020	991788	GRINDER/ PAVER RENTAL 06/17 AND 06/30	$13,400.00
		39374	8/11/2020	991909	INV#991909 7/16/20 10'PAVER & 4"MILL MACHINE-7/17/	$10,600.00
	FREEMAN HYDROLOGIC DATA SERVICES	39376	8/11/2020	001084	CALIFORNIA DEPT FISH AND WILDL	$3,200.00
	ICONIX WATERWORKS (US) INC.	39385	8/11/2020	7/31/2020	WATER INFRASTRUCTURE REPLACEME	$8,587.10

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	JERRY ALLISON LANDSCAPING INC.	39277	8/11/2020	063020-6	LANDSCAPE SERVICES	$97.00
		39277	8/11/2020	063020-6	LANDSCAPE SERVICES	$581.00
	JOHAN DE MEULENAERE	39278	8/11/2020	6/26/2020	WASHER REBATE	$100.00
	JOSEPH ADAMS & HADAS BOLE	39391	8/11/2020	39519	1 QUALIFYING LANDSCAPE WATER CONSERVATION REBATE @	$270.00
	KATHY FUJITA	39393	8/11/2020	09623	1 QUALIFYING TOILET REBATE @ 2400 FREEDOM BLVD ACC	$100.00
	KAYSER, BEAU	39394	8/11/2020	7/27	SAFETY BOOTS	$163.50
	KJ WOODS CONSTRUCTION INC	39396	8/11/2020	41065	41065-UTILITY ACCT CLOSED	$543.21
	LA SELVA	39398	8/11/2020	5316	LANDSCAPE SERVICE	$1,875.00
	LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC.	39284	8/11/2020	36185	HYDROGEOLOGIC INVESTIGATION ST	$21,015.28
		39284	8/11/2020	36184	ROACH ROAD MUNICIPAL WELL PUMP	$37,566.61
	LUIS ADAM RUIZ	39399	8/11/2020	40487	40487-UTILITY ACCT CLOSED	$113.51
	MARIBEL VELASCO	39400	8/11/2020	31475	ONE QUALIFYING CLOTHES WASHER REBATE @ 376 HUSHBEC	$100.00
	MISSION LINEN SUPPLY	39404	8/11/2020	292107-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$593.84
		39404	8/11/2020	292106-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$424.32
	NEAL SILVER	39291	8/11/2020	5/6/2020	LOW FLOW TOILET REBATE	$100.00
	ORR SAFETY CORPORATION	39413	8/11/2020	INV5166331	MONITOR	$1,855.39
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	39414	8/11/2020	38689	PART	$24.01
		39414	8/11/2020	38676	PART	$12.01
	PACIFIC CREDIT SERVICES INC	39415	8/11/2020	20747	PER CONTRACT AGREEMENT, 25% OF UTILITY ACCT COLLEC	$62.50
	PACIFIC GAS & ELECTRIC	39416	8/11/2020	8999729770-3-7/23	ELEC	$9.53
	PAJARO VALLEY FABRICATION INC.	39426	8/11/2020	28091	D-RINGS	$99.90
		39426	8/11/2020	28099	SUPPLIES-REPAIRS	$70.01

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	PAJARO VALLEY FABRICATION	39426	8/11/2020	28144	REPAIR SERVICE TRUCK	$316.33
	PLATT	39432	8/11/2020	0P34618	SUPPLIES	$5.31
		39432	8/11/2020	0P03883	TAPE	$3.54
		39432	8/11/2020	Y288587	EQUIP	$3,894.25
		39432	8/11/2020	0P23379	PART	$1.40
		39432	8/11/2020	0P22561	PARTS	$19.77
	POLLARDWATER.COM	39434	8/11/2020	0169746	INV#0169746 RATCHET VLV WRENCH TELESCOPIING 5-9'	$744.77
	PRAXAIR DISTRIBUTION, INC	39435	8/11/2020	97797462	CUT OFF WHEEL	$23.17
		39435	8/11/2020	97734024	SUPPLIES	$90.58
	RICOH USA, INC	39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$55.64
		39496	8/12/2020	5060074144	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	$505.73
	ROSIE ANGULO	39445	8/11/2020	36295	36295-UTILITY ACCT CLOSED	$152.83
	SBS	39447	8/11/2020	0720840-IN	SUPPLIES	$292.37
		39447	8/11/2020	0720956-IN	SUPPLIES	$292.37
		39447	8/11/2020	0720587-IN	SUPPLIES	$381.03
		39447	8/11/2020	0720539-IN	SUPPLIES	$285.82
	SECURITY SHORING AND STEEL PLATES INC.	39448	8/11/2020	155827	INV#155827 10 6X10 STEEL PLATES OUT ON 7/1/2020	$19,637.69
		39306	8/11/2020	155574	STEEL PLATE	$460.00
	SONIA VELASQUEZ	39452	8/11/2020	16007	16007-UTILITY ACCT CLOSED	$98.59
	STAPLES CREDIT PLAN	39455	8/11/2020	07/28/2020	SUPPLIES	$93.00
	STREET SCENE ON & OFF ROAD PERFORMANCE,INC.	39457	8/11/2020	35826	INV#35826 COUPLER ADJ 2-5/16 IN 12K CAST	$86.82
	SUSAN/TERRAN EVANOFF	39459	8/11/2020	41105	41005-UTILITY ACCT CLOSED	$236.12
	SUSIE PUGH	39460	8/11/2020	37279	37279-UTILITY ACCT CLOSED	$287.57
	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$13.06

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$994.62
		39462	8/11/2020	7/31/2020	SUPPLIES	$53.41
		39462	8/11/2020	7/31/2020	SUPPLIES	$129.88
	THATCHER COMPANY, INC.	39464	8/11/2020	276858	CREDIT- CYLINDER RENT	($900.00)
		39464	8/11/2020	276857	CHEMICALS- CHLORINE	$2,551.98
	TINO'S PLUMBING INC	39466	8/11/2020	129644	REPAIR	$159.37
	TYLER LASHLEY	39312	8/11/2020	6/8/2020	WASHER REBATE	$100.00
	TYLER TECHNOLOGIES, INC.	39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$672.17
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$17,758.31
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$107.00
		39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$107.00
	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$321.83
		39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$76.02
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$282.92
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$922.68
	Fund Total					$164,063.38
0730	AT&T-CAL NET 2	39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$324.66
	AUTO CARE LIFESAVER TOWING	39327	8/11/2020	20-22122	TOWING SERVICES	$90.00
	AVIATION MARINE INSURANCE SERVICE	39328	8/11/2020	13683	AIRPORT LIABILITY INSURANCE RENEWAL	$14,908.00
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$41.21
	ELEVATOR SERVICE COMPANY, INC.	39362	8/11/2020	28671	ON CALL MAINTENANCE/SERVICE FO	$200.00
		39362	8/11/2020	29045	ON CALL MAINTENANCE/SERVICE FO	$200.00
		39270	8/11/2020	28863	SERVICE CALL	$525.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	ELEVATOR SERVICE COMPANY,	39270	8/11/2020	28868	SERVICE CALL	$350.00
	FIRST ALARM SECURITY & PATROL, INC.	39371	8/11/2020	10268826	VEHICLE FOOT PATROL	$714.03
	LUIS HERNANDEZ	39285	8/11/2020	BASIC ASOS SCHOOL	AIRPORT- BASIC ASOS SCHOOL REIMBURSEMENT	$495.00
	MARITIME INFORMATION SYSTEMS, INC.	39401	8/11/2020	5843	SATELLITE BASED AIRCRAFT OPERA	$711.00
	MISSION LINEN SUPPLY	39404	8/11/2020	292110-07/30/2020	UNIFORM RENTAL AND LAUNDRY SER	$430.96
	NAPA AUTO PARTS	39406	8/11/2020	116367	INV#116367- PARTS	$95.65
	NPM, INC.	39409	8/11/2020	181958	JULY MONTHLY INSPECTION	$80.00
		39292	8/11/2020	181866	MONTHLY VISUAL INSPECTION-JUNE 2020	$80.00
	PRAXAIR DISTRIBUTION, INC	39435	8/11/2020	97854112	CYLINDER RENT	$46.44
	Q&D CONSTRUCTION LLC	39491	8/12/2020	3-06-0272-18-2019	REHABILITATION OF RWY 9-27 AND	$20,572.50
	QTPOD	39438	8/11/2020	81993B	M4000 CARD READER	$275.00
	STAPLES CREDIT PLAN	39455	8/11/2020	07/28/2020	SUPPLIES	$204.29
	STEVE DAVENPORT	39456	8/11/2020	1-29349D	REFUND- LONG TERM PARKING 7/17/2020	$20.00
	TRI COUNTY TROPHY & ENGRAVING	39470	8/11/2020	101496	SUPPLIES- TENANT OF THE YEAR RECOGNITION	$20.00
	TYLER TECHNOLOGIES, INC.	39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$439.00
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$11,607.00
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$70.00
		39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$70.00
	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$155.36
	WORLD FUEL SERVICES	39497	8/12/2020	692624	PURCHASE OF AVIATION GRADE GAS	$25,914.20
		39497	8/12/2020	692391	PURCHASE OF AVIATION GRADE GAS	$12,464.64
	Fund Total					$91,103.94

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	AMREP COMPANY,INC	39493	8/12/2020	8/5/2020	PARTS AND SUPPLIES	$989.70
	APPLIED INDUSTRIAL TECHNOLOGIES	39324	8/11/2020	7019384802	PARTS	$1,050.71
	AT&T	39251	8/5/2020	138890679-07/14/2020	138890679- SERVICE	$38.46
	AUTO CARE LIFESAVER TOWING	39327	8/11/2020	20-21717	HEAVY DUTY TOWING	$504.00
		39327	8/11/2020	20-21940	TOWING SERVICES FOR EXCAVATOR	$144.00
	BEWLEY'S CLEANING, INC.	39331	8/11/2020	009151	JANITORIAL SERVICES	$183.00
	CAMPOS BROS. RECOVERY, INC.	39334	8/11/2020	12355	INV#12355 APPLIANCE RECYCLER FOR 7/21/2020	$450.00
		39334	8/11/2020	12365	INV#12365 APPLIANCE RECYCLER FOR 7-28-2020	$450.00
	CHEVROLET OF WATSONVILLE	39345	8/11/2020	236952	PARTS- SIDE MIRROR	$525.08
	COMMERCIAL TRUCK COMPANY	39348	8/11/2020	01P1414	RETURN- PART 2035006C2	($48.37)
		39348	8/11/2020	01P2098	PARTS- KNOB BRAKE	$24.22
		39348	8/11/2020	01P2103	MUD FLAPS	$51.29
		39348	8/11/2020	01P2077	BUZZER ALARM	$52.16
	CONTINUANT, INC.	39494	8/12/2020	SI-0000005394	MANAGED SERVICES AGREEMENT FOR 08/01-08/31/2020	$591.33
	DAVIS AUTO PARTS	39359	8/11/2020	07/28/2020	PARTS	$59.49
	DIAMOND VIEW AUTO GLASS	39360	8/11/2020	INV-0686	REPAIR WINDSHIELD	$85.00
		39360	8/11/2020	INV-0687	REPAIR WINDSHIELD	$85.00
	DPSI	39361	8/11/2020	64832	1 YR. MAINTENANCE SUPPORT	$1,140.00
	FASTENAL COMPANY	39368	8/11/2020	CAWAT108811	PARTS	$6.09
		39368	8/11/2020	CAWAT108973	PARTS	$19.21
		39368	8/11/2020	CAWAT108984	PARTS	$10.58
		39368	8/11/2020	CAWAT108788	PARTS	$104.04
		39368	8/11/2020	CAWAT108942	PARTS	$201.89
		39368	8/11/2020	CAWAT108886	SUPPLIES	$312.06

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	FASTENAL COMPANY	39368	8/11/2020	CAWAT108967	STRAPS	$19.20
		39368	8/11/2020	CAWAT109026	SUPPLIES- PHILLIPSPOWERBIT	$6.17
		39368	8/11/2020	CAWAT109067	PARTS	$9.36
		39368	8/11/2020	CAWAT109102	PARTS	$21.39
		39368	8/11/2020	CAWAT109109	PARTS	$103.44
		39368	8/11/2020	CAWAT109129	PARTS- ABSORBENT PADS, SOCKS	$221.22
		39368	8/11/2020	CAWAT109141	SUPPLIES- SAFETY GLASSES	$30.78
		39272	8/11/2020	CAWAT107734	SUPPLIES	$703.64
		39272	8/11/2020	CAWAT36938	TIE	$1.23
		39272	8/11/2020	CAWAT47813	SUPPLIES	$262.65
		39272	8/11/2020	CAWAT90638	CREDIT EYEWEAR	($6.54)
		39272	8/11/2020	CAWAT103823	SUPPLIES	$188.71
		39272	8/11/2020	CAWAT104151	SHIRTS	$32.74
		39272	8/11/2020	CAWAT107718	TRUCK WASH	$747.35
		39272	8/11/2020	CAWAT107098	SUPPLIES	$434.06
		39368	8/11/2020	CAWAT108937	SUPPLIES- LIME VESTS	$358.77
		39368	8/11/2020	CAWAT109189	PARTS	$10.19
	FIRST ALARM, INC.	39372	8/11/2020	556414	SERVICE	$340.65
	FREEDOM TUNE-UP	39375	8/11/2020	11084	FLEET SMOG	$49.00
		39375	8/11/2020	11076	FLEET SMOG	$49.00
		39375	8/11/2020	11070	FLEET SMOG	$46.00
		39375	8/11/2020	11064	FLEET SMOG	$46.00
		39375	8/11/2020	11059	FLEET SMOG	$49.00
		39375	8/11/2020	11049	FLEET SMOG	$49.00
		39375	8/11/2020	11142	SMOG SERVICE	$49.00
		39375	8/11/2020	11151	SMOG SERVICE	$49.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	GCS ENVIRONMENTAL EQUIPMENT SERVICES	39377	8/11/2020	21790	PARTS- DOUBLE DUO SKID WELDMENT	$3,113.03
	GRAINGER	39379	8/11/2020	9602524606	FIRST AID KIT- VEHICLE SHOP	$290.67
	MISSION LINEN SUPPLY	39404	8/11/2020	292100-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$1,145.36
		39404	8/11/2020	292101-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$276.52
		39404	8/11/2020	292104-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$346.26
		39404	8/11/2020	292102-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$236.40
		39404	8/11/2020	292103-07/31/2020	UNIFORM RENTAL AND LAUNDRY SER	$196.28
	MORENO, JOHN	39405	8/11/2020	8/3/2020	PW SAFETY BOOTS	$152.59
	NATIONAL TRUCK SALES & SERVICE	39407	8/11/2020	234439	VEHICLE REPAIRS	$2,871.52
	NEW AUTOMOTIVE COLOR 2004	39408	8/11/2020	1653822	PAINT	$23.75
	NPM, INC.	39409	8/11/2020	181926	REPAIRS	$400.00
	NUTRIEN AG SOLUTIONS	39410	8/11/2020	43116494	SUPPLIES	$1,140.28
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	39414	8/11/2020	38754	PARTS- RELAY KIT	$27.30
		39414	8/11/2020	38653	ALTERNATOR	$324.22
		39414	8/11/2020	38399	GATORLINE	$170.41
		39414	8/11/2020	38711	SUPPLIES	$341.71
		39414	8/11/2020	38832	PARTS	$9.82
		39414	8/11/2020	38831	PARTS FOR TRUCK	$1,055.46
		39414	8/11/2020	38901	SERVICE & PARTS	$998.94
		39414	8/11/2020	38902	PARTS & SERVICE	$812.05
	PACIFIC GAS & ELECTRIC	39421	8/11/2020	1437608399-5-7/24/	ELEC	$4,109.19
		39296	8/11/2020	143608399-5-5/13	ELEC	$2,229.05

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	PACIFIC TRUCK PARTS	39425	8/11/2020	7/31/2020	REPAIR PARTS	$1,107.28
	PAJARO VALLEY FABRICATION INC.	39426	8/11/2020	28090	SHEAR MATERIAL	$162.08
		39426	8/11/2020	28075	SHEAR MATERIAL	$577.98
		39426	8/11/2020	28142	LABOR TO SHEAR MATERIAL TRUCK #624	$199.47
		39426	8/11/2020	28145	LABOR TO MFG PINS	$57.73
	PAJARO VALLEY PRINTING	39428	8/11/2020	40729	FLYERS & POSTERS	$239.26
	PKT WELDING & FABRICATION	39431	8/11/2020	1702	INV#1702 REPAIR TWO GATES	$300.84
		39431	8/11/2020	1719	INV#1719 REPAIR CRACKS ON FORKS TRUCK#625	$250.60
		39431	8/11/2020	1718	INV#1718 REPAIR CRACKS IN UPPER FRAME TRUCK#618	$324.91
		39431	8/11/2020	1734	INV#1734 REPAIR VACUUM BRACKET ON TYMCO SWEEPER #8	$298.94
		39431	8/11/2020	1736	INV#1736 REPAIR CRACKS TRUCK#618	$170.00
		39431	8/11/2020	1735	INV#1735 REPAIR FRAME CRACKS ON BOX TRUCK#612	$296.08
		39431	8/11/2020	1724	REPAIR LOCK SYSTEM ON TRUCK #4412	$345.62
		39431	8/11/2020	1733	LIGHT BRACKET MANUF.	$223.75
	PRAXAIR DISTRIBUTION, INC	39435	8/11/2020	97865023	CYLINDER CHARGES	$91.44
		39435	8/11/2020	97877489	CYLINDER RENT AND SUPPLIES	$150.66
	PREFERRED TRUCK & EQUIPMENT	39436	8/11/2020	INV00095341	VEHICLE PARTS	$3,496.35
		39436	8/11/2020	INV00095655	VEHICLE SUPPLIES AND PARTS	$740.13
		39436	8/11/2020	INV00095880	PARTS FOR PIONEER TARPER STOCK - SOLID WASTE TRUCK	$1,069.60
	QUALITY WATER ENTERPRISES	39439	8/11/2020	1175244	INV#1175244 FINANCIAL CHARGES FOR INV#1173335	$1.00
		39439	8/11/2020	1174179	INV#1174179 5 GAL WATER SERVICE FOR AUGUST 2020-LA	$36.51

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	RDO EQUIPMENT CO.	39441	8/11/2020	P1503539	PARTS	$38.93
	RESOURCES RECYCLING & RECOVERY	39303	8/11/2020	00000001304375	EA BILLING 4TH QTR	$674.60
	S. MARTINELLI & COMPANY	39305	8/11/2020	1800000172	SCALE CHARGES	$88.00
	SILKE COMMUNICATIONS	39307	8/11/2020	96559	SERVICE TO TRUCK AND PARTS	$447.28
	STREET SCENE ON & OFF ROAD PERFORMANCE,INC.	39457	8/11/2020	35344	2020 FORD RANGER	$4,583.20
	SUNSYSTEM TECHNOLOGY	39458	8/11/2020	009439	CITYWIDE SOLAR MAINTENANCE CON	$1,409.00
	TAYLOR'S OFFICE CITY	39462	8/11/2020	7/31/2020	SUPPLIES	$42.13
		39462	8/11/2020	7/31/2020	SUPPLIES	$548.39
	THE HOSE SHOP INC.	39465	8/11/2020	8/3/2020	REPAIR SUPPLIES	$1,415.79
	TIREHUB, LLC	39467	8/11/2020	14995148	TIRES	$754.86
		39467	8/11/2020	14874476	TIRES	$271.66
		39467	8/11/2020	14877498	TIRES	$271.66
		39467	8/11/2020	15232391	TIRES	$853.16
		39467	8/11/2020	15232478	TIRES	$2,819.19
		39467	8/11/2020	14789150	TIRES	$1,855.83
	TORIUMI'S AUTO REPAIR	39468	8/11/2020	91044	LOF SVC PARTS AND LABOR FOR UNIT# 510-803-06	$227.48
		39468	8/11/2020	91027	SPARK PLUG PARTS AND LABOR FOR UNIT# 680-203-18	$391.79
		39468	8/11/2020	91019	LOF SVC PARTS AND LABOR FOR UNIT# 598-901-54	$256.57
	TOTAL EQUIPMENT & RENTAL OF FREMONT	39469	8/11/2020	P32969	FILTERS OIL NOBIN	$204.89
	TYLER TECHNOLOGIES, INC.	39472	8/11/2020	045-310519	LICENSING, IMPLEMENT, MAINT. M	$527.00
		39472	8/11/2020	045-307226	LICENSING, IMPLEMENT, MAINT. M	$13,928.00
		39472	8/11/2020	045-311112	LICENSING, IMPLEMENT, MAINT. M	$84.00
		39313	8/11/2020	045-309874	LICENSING, IMPLEMENT, MAINT. M	$84.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	VERIZON WIRELESS	39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$149.68
		39475	8/11/2020	9859254843	MSC CELL & DATA CHARGES FROM 06/23/2020-06/22/2020	$7.53
	WATTS ON	39479	8/11/2020	12593	INV#12593 LANDFILL 45 K W GENEATOR SERVICE	$1,024.53
	WEST COAST RUBBER RECYCLING	39482	8/11/2020	20-1771	INV#20-1771 TIRE DISPOSAL	$727.65
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	39483	8/11/2020	084P9025	ASSEMBLY LED AND LIGHT MARKER LAMP FOR STOCK	$510.18
	ZEP VEHICLE CARE INC	39319	8/11/2020	9005287932	VEHICLE SUPPLIES	$1,926.33
	Fund Total					$77,434.30
0780	CSAA INSURANCE EXCHANGE	39486	8/12/2020	1920-14	CLAIM SETTLEMENT	$5,183.93
	ENRIQUE GRIJALVA	39488	8/12/2020	CLAIM #1920-27	SETTLEMENT	$239.99
	TERESA GALLEGOS	39249	8/5/2020	CLAIM #1920-25	SETTLEMENT	$2,577.56
	Fund Total					$8,001.48
0787	MES VISION	39254	8/5/2020	07/31/2020	07/31/2020 CLAIMS- WEEK ENDING 07/30/2020	$1,646.80
	PREFERRED BENEFIT	39255	8/5/2020	EIA33795	EIA33795- CLAIMS WEEK ENDING 07/30/2020	$5,147.20
	Fund Total					$6,794.00
0790	AT&T-CAL NET 2	39326	8/11/2020	000015007943	CALNET 100MB INTERNET LINE FROM 06/10/-07/09/2020	$821.73
		39326	8/11/2020	000015079852	CALNET PRI ACCT FROM 06/24/2020-07/23/2020	$1,979.84
		39326	8/11/2020	000015079702	CALNET C60 CHARGES FROM 06/24/20-07/23/2020	$718.15
	CDW GOVERNMENT, INC.	39336	8/11/2020	ZMW0047	AEROHIVE WIRELESS AP YEARLY RENEWAL	$10,199.98
		39336	8/11/2020	ZLT8126	SPOOL TELEPHONE WIRE FOR I.T.	$56.55
	PLOTTER PROS	39433	8/11/2020	55202	PLOTTER PAPAPER FOR GIS	$118.80
	SOFTWAREONE, INC.	39451	8/11/2020	US-PSI-94556	KASPERSKY RENEWAL FROM 08/08/2020-08/07/2023	$19,277.10

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0790	VERIZON WIRELESS	39475	8/11/2020	508988544	CITY CELL & DATA CHARGES FROM 06/23/20-07/22/2020	$152.04
	Fund Total					$33,324.19
Total	Total					$2,135,397.37

MISCELLANEOUS DOCUMENTS REPORT
AUGUST 25, 2020

1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES

--Golden Brands
August 4, 2020

Department of Alcoholic Beverage Control — State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
1137 WESTRIDGE PARKWAY
SALINAS, CA 93907
(831) 755-1990

File Number: **618454**
Receipt Number: **2644889**
Geographical Code: **4403**
Copies Mailed Date: **August 4, 2020**
Issued Date:

AUG 18 '20 PM 1:55

Received
Watsonville
City Clerk

DISTRICT SERVING LOCATION: **SALINAS**

First Owner: **HARBOR DISTRIBUTING LLC**
Name of Business: **GOLDEN BRANDS**
Location of Business: **270 W RIVERSIDE DR**
WATSONVILLE, CA 95076

County: **SANTA CRUZ**
Is Premises inside city limits? **Yes** Census Tract: **1104.00**
Mailing Address:(If different from premises address) **3964 SHADER RD**
ORLANDO, FL 32808-3133
Type of license(s): **09, 13, 17, 18** Dropping Partner: Yes___ No X
Transferor's license/name: **320018 / ELYXIR DISTRIBUTING LLC**

License Type	Transaction Type	Master	Secondary LT And Count
17 - Beer And Wine Wholesaler	PER	Y	09[1]
09 - Beer And Wine Importer	PER	N	
13 - Distilled Spirits Importer's General	PER	Y	
18 - Distilled Spirits Wholesaler	PER	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	08/04/20	$100.00
Application Fee	PERSON TO PERSON TRF	NA	0	08/04/20	$335.00
18 - Distilled Spirits Wholesaler	ANNUAL FEE	NA	0	08/04/20	$677.00
17 - Beer And Wine Wholesaler	ANNUAL FEE	NA	0	08/04/20	$400.00
13 - Distilled Spirits Importer's Ge	ANNUAL FEE	NA	0	08/04/20	$677.00
09 - Beer And Wine Importer	ANNUAL FEE	NA	1	08/04/20	$125.00
				Total	$2,314.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of SANTA CRUZ Date: August 4, 2020

Applicant Name(s)

HARBOR DISTRIBUTING LLC

Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

Fwd: Request to read this statement for the record during the public comment period

Beatriz Flores <beatriz.flores@cityofwatsonville.org> Tue, Aug 25, 2020 at 3:03 PM
To: Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

Beatriz Vázquez Flores, MMC
City Clerk - (831)768-3040 or (831)768-3042
275 Main St., Suite 400, Watsonville CA, 95076

beatriz.flores@cityofwatsonville.org
Business Hours: 8:00 am to 5:00 pm Monday - Friday.

---------- Forwarded message ---------
From: **Trina Coffman-Gomez CRMS** <integrity_lending@yahoo.com>
Date: Tue, Aug 25, 2020 at 2:30 PM
Subject: Request to read this statement for the record during the public comment period
To: Beatriz Flores <beatriz.flores@cityofwatsonville.org>

Hello Beatriz,

I received this email from Raeid and he asked that it be read during the public comment...

Raeid Farhat
Broker Business Owner Developer
Resident of District 7

Good Evening Mayor and Council Members

I hope you and your families are all safe and well.

You should have all received an email I forwarded you a few weeks ago expressing my frustration with City Manager and the CDD.

I wanted to follow up by making some statements as a follow up to that email. For the record, it is my opinion that our City Manager, Matt Huffaker, and the Director of the Community Development

Department, Suzi Merriam, are both unfit at their current positions. How can our CDD Director lead while being a racist? And how Can our City Manager allow a racist to run the Community Development Department? She has been allowed to continue to earn six-figure income while being unfit for her job and being a racist.

With Regards to our city manager, I believe he lacks the experience and communication skills and fails to lead by example all attributes needed to lead our City. He being City Manager in Watsonville is just a Nice way to pad his resume. I implore you to review his track record and see what if anything he has done to earn his six-figure income that he is being paid.

While Matt has been at the helm, There hasn't been any new Market-rate housing, no new jobs created, no companies coming in, and Commercial Vacancy rates are rising. The overall revenue is lower than when he took the helm as City Manager. He casually drives down here form Soquel collects his check and drives back and spends it in Santa Cruz.

With Regards to CDD. Have any of you ever asked why Watsonville doesn't have any new market-rate housing or commercial Development or why we can't attract any new business? It's because of the lack of effort from CDD. They don't care. Since most don't live here, they can care less about what is done to better our community. I urge you to hold people accountable, including the CDD department and the City Manager, which you hired. When every other jurisdiction is succeeding and bringing in jobs, national and regional tenants, we have regressed.

Let us use Gilroy as an example. We have a similar geographic footprint and demographic population as they do, yet they are thriving with every major national retailer there. Amazon just purchased 66 Acres for 31M to develop. I Feel Watsonville has a lot more to offer than Gilroy, but the lack of competence and experience from our City Manager and CDD hinders any growth potential.

Raeid Farhat
Broker Business Owner Developer
Resident of District 7

Integrity in every commitment
Trina Coffman-Gomez CRMS Broker
***Ca Bureau RE Broker 01349020 NMLS* :336817/276550**
Mayor Pro Tempore
City of Watsonville

444 Airport Blvd., Suite 101 Watsonville, CA 95076
(831) 722-1558 office ~ (831) 722-0992 Fax

Proclamation

Federico Castañeda
August 25, 2020

WHEREAS, Federico was born in San Luis Río Colorado, Sonora, Mexico in 1966 and along with his family, migrated to Watsonville as a young boy; and

WHEREAS, Federico learned the importance of an education from his parents and always strived to make them proud and be a good role model for his sisters; and

WHEREAS, Federico attended Hartnell College and San Jose State University, obtaining degrees in bilingual education and a master's in counseling education before returning to Watsonville and working as a Migrant Support Teacher at H.A. Hyde; and

WHEREAS, Federico later began working as a Migrant Counselor and then an Academic Guidance Counselor at Watsonville High School, supporting and encouraging students to follow their dreams; and

WHEREAS, Federico's goal was for every child to reach their optimum academic potential, and volunteered to take them on tours of local colleges, university visitations and Ivy League trips; and

WHEREAS, Federico always prioritized meeting with his students' families by adjusting to their varying schedules, and made countless educational parent presentations locally as well as at the state and national levels; and

WHEREAS, Federico's other passion was sports, and he played for the Watsonville High soccer team for four years, then for the a local semi-professional league, and later coached the high school's girls soccer team; and

WHEREAS, Federico was always looking for ways to help his community and, with the help of his friends, founded Mandilon Inc., a non-profit that awards scholarships to local AB 540 students through various fundraisers, all of which he never failed to attend; and

WHEREAS, Federico was a true mentor for thousands of kids throughout his 29 years as an educator, who will be greatly missed by all.

NOW, THEREFORE, I, Rebecca J. García, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize Federico Castañeda for his many years of dedicated work for the students of PVUSD and his contributions to the community as a whole and express our deepest sympathy for his passing.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 25th day of August, Two thousand and twenty.

Rebecca J. García

Rebecca J. García, Mayor

Proclamation

Women's Suffrage- 100th Anniversary

August 25, 2020

WHEREAS, the women's suffrage movement was a decades-long fight for women in the United States to gain the right to vote; and

WHEREAS, the Seneca Falls Convention held in July of 1848 was the first women's rights convention in the country; and

WHEREAS, in the years after the convention its leaders Elizabeth Cady Stanton and Lucretia Mott, among others, continued to campaign for women's rights at state and nationwide events; and

WHEREAS, in 1869, Elizabeth Cady Stanton and Susan B. Anthony founded a new group, the National Woman Suffrage Association, to fight for a universal suffrage amendment to the Constitution; and

WHEREAS, on August 18, 1920, after more than 70 years of struggle, the 19th Amendment was ratified, giving all American women the same rights and responsibilities of citizenship as men, including the right to vote; and

WHEREAS, our county is fortunate to have women that are dedicated to honoring this fight, such as Gail Pellerin, the Santa Cruz County Clerk/ Registrar of Voters; and

WHEREAS, Gail has served as the primary elections official for 27 years, having been elected to her fourth term in June of 2018; and

WHEREAS, in her position, Gail manages all elections taking place in the county, with her office being responsible for voter registration, conducting elections, managing candidate and campaign filings; and

WHEREAS, Gail served as President of the California Association of Clerks and Election Officials from 2010 to 2012, and is currently co-chair of the Secretary of State's Voting Accessibility Advisory Committee; and

WHEEREAS, Gail has written several election guidebooks to assist voters in navigating through various procedures such as initiatives, recalls, and referendums.

NOW, THEREFORE, I, Rebecca J. García, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby acknowledge 100 years of women's suffrage, and recognize Santa Cruz County Clerk Gail Pellerin for her invaluable work within her department, especially during all elections.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 25th day of August, Two thousand and twenty.

Rebecca J. García

Rebecca J. García, Mayor

Proclamation

Childhood Cancer Awareness Month
September 2020

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

WHEREAS, each year, one in every 285 children in our community will be diagnosed with cancer; and

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

WHEREAS, during the COVID-19 crisis, Jacob's Heart has continued providing medically fragile children and their families much needed support by steadfastly adhering to its commitments; and

WHEREAS, these commitments are that parents of children with cancer and other serious illnesses will be relieved of financial fears and will not experience food insecurity during or after the pandemic, and that no child undergoing intensive treatment in our community will be homeless or miss a medical appointment due to lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of local children who have been lost to cancer, ensuring they will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for 22 years as a trusted partner in providing family-centered care that addresses the emotional, practical, and financial struggles of families of children with cancer in our city; and

WHEREAS, it is important for all Watsonville residents to recognize the impact of pediatric cancer on families within our community and continue remembering the children whose lives have been cut short by this disease.

NOW, THEREFORE, I, Rebecca J. García, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize September 2020 as Childhood Cancer Awareness Month in Watsonville and commend Jacob's Heart Children's Cancer Support Services for their outstanding work within our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 25th day of August, Two thousand and twenty.

Rebecca J. García

Rebecca J. García, Mayor

MINUTES REGULAR CITY COUNCIL MEETING

July 7, 2020 **City of Watsonville**
Teleconference/Remote

1:04 p.m.

1. CLOSED SESSION
(City Council Conference Room, 275 Main Street, 4th Floor)

(a) Public Comments regarding the Closed Session agenda were accepted by the City Council at that time.

(b) Closed Session Announcement
The City Council recessed the regular Council Meeting to discuss those items listed on the Closed Session Statement attached to the Agenda.

1.A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (§54956.9)

Initiation of Litigation pursuant to §54956.9(c)

One case

1.B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§54956.9)

Pending litigation pursuant to subdivision (d)(1):

Name of case: *Juan Ortiz and Ana Casimiro v. City of Watsonville and Juan Vasquez* - Santa Cruz County Superior Court (Case. No. 20 CV 01211)

1.C. PERSONNEL MATTERS §54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

2:09 p.m.

2. ROLL CALL
Mayor García, Mayor Pro Tempore Coffman-Gomez and Council Members Estrada, Gonzalez, Hernandez, Hurst, and Parker were present via teleconference through Gotomeetings.

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS

4.A. REPORT OF DISBURSEMENTS

4.B. MISCELLANEOUS DOCUMENTS REPORT

4.C. WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE (None)

5. PRESENTATIONS & ORAL COMMUNICATIONS

5.A. ORAL COMMUNICATIONS FROM THE PUBLIC

Elizabeth Atilano asked that the chat feature on GoToMeeting during the meeting be enabled.

Juan Hidalgo, agricultural commissioner at County of Santa Cruz, gave an update on efforts to protect and assist agricultural workers from the COVID-19 Pandemic.

Steve Trujillo spoke about illegal fireworks use during the Fourth of July and asked that fireworks be banned in Watsonville. He asked the City to implement a flag policy to allow certain flags to be displayed at City Hall flag poles.

Elizabeth Atilano asked that the chat feature on the GoToMeeting be enabled.
Drew Rodgers asked Council to adopt a tree policy that protects old-growth trees and requires permits for tree removal.

5.B. ORAL COMMUNICATIONS FROM THE COUNCIL

Member Estrada spoke about the recent passing of Federico Castañeda and the positive impact he had on the community. He expressed his condolences to Mr. Castañeda's friends and family.

Member Gonzalez also expressed his condolences to the family and friends of Mr. Castaneda.

Member Parker asked the public to wear face covering to prevent the spread of COVID-19. She asked the public to complete the Census and spoke about challenges the City faced because of the use of fireworks.

Member Hurst spoke about the strain COVID-19 had on residents and asked the public to take precautions to prevent its spread.

Member Hernandez, in regards to the Fourth of July, thanked Airport staff for the flyover event, thanked volunteers at Veterans of Foreign Wars (VFW) for placing flags on Freedom Boulevard, and thanked Barbie Gomez for placing flags at cemeteries. He asked the public to donate to the VFW through their GoFundMe account.

Mayor Garcia spoke about the Save our Shores' panel discussion to address climate change. She spoke about farmers' involvement in climate change and ways they could deter

climate change. She invited the public to participate in development of the Climate Action and Adaptation Plan.

5.C. MAYOR'S PROCLAMATION DECLARING JULY 2020 PARKS & RECREATION MONTH IN THE CITY OF WATSONVILLE & RECOGNIZING THE INVALUABLE WORK BEING DONE BY ALL THE STAFF & VOLUNTEERS IN THIS DEPARTMENT

5.D. MAYOR'S PROCLAMATION RECOGNIZING CAROL HEITZIG FOR HER 35 YEARS OF DEDICATED SERVICE TO THE WATSONVILLE LIBRARY, ACKNOWLEDGING HER OUTSTANDING WORK AS DIRECTOR, & WISHING HER HEALTH AND HAPPINESS IN HER WELL-DESERVED RETIREMENT

5.E. REPORT OUT OF CLOSED SESSION

City Attorney Smith reported that Council authorized filing of a receivership for 21 Arthur Road, Council authorized attorneys to file an answer in regards to Item 1.B., and stated no final action was taken on Item 1.C.

6. REPORTS TO COUNCIL

6.A. COMMUNITY OVERSIGHT & ENGAGEMENT REPORT BY POLICE CHIEF HONDA

1) Oral Presentation

The report was given by Police Chief Honda.

2) City Council Clarifying & Technical Questions

Police Chief Honda answered questions from Mayor Pro Tempore Coffman-Gomez regarding review of police programs & procedures, retention of successful programs/procedures, makeup of the proposed committee, timeline for the review process, and costs associated with the committee.

Member Gonzalez spoke about the importance of community involvement and consistency in participation from stakeholders.

In answering Mayor Garcia, Police Chief Honda stated there was potential for holding community forums to receive input from the community on the proposed police review committee. Member Garcia asked the Councilmembers interested in participating in the committee to contact the City Clerk.

3) Public Input

Steve Trujillo commended Police Chief Honda for his work and spoke favorably about the City's Police Department.

Citlali stated the meeting was being held earlier than usual and the public was unaware of the Police Chief's report. She asked that meetings regarding police reform not include police officers or political figures in attendance.

Elizabeth Atilano, District 7, requested that residents provide input on the makeup of the police review committee, asked that pastors not be appointed to the committee, asked that the committee be funded by Police, and asked that Police Chief Honda end the School Resource Officer program. She stated residents had expressed abuse by Watsonville Police.

Jessica Carrasco stated the meeting was held at an irregular time and the public did not have an opportunity to hear Police Chief Honda's report. She asked that meetings be held at regular times.

6.B. COVID-19 ESSENTIAL SERVICES UPDATE

1) Oral Presentation
The report was given by City Manager Huffaker.

2) City Council Clarifying & Technical Questions
In answering Member Estrada, City Manager Huffaker spoke about efforts to combat illegal fireworks use and potential for an additional Federal Stimulus Package.

City Manager Huffaker, Deputy City Manager Vides, and Assistant Public Works & Utilities Director Rodriguez answered questions from Mayor Pro Tempore Coffman-Gomez regarding Census efforts, COVID-19 case reporting, and status on the potential stop sign at Stanford Street and Madison Street.

In answering Mayor Garcia, City Manager Huffaker stated Council would receive a report from Community Action Board regarding disbursement of State funds for undocumented residents.

3) Public Input
Steve Trujillo expressed opposition to cancelling swim programs, asked that fireworks be banned, and a tree policy that protects old-growth trees be established. Additionally, he asked for an update on reopening of public libraries.

7. CONSENT AGENDA

Public Input on any Consent Agenda Item

At Member Gonzalez' request, Mayor Garcia removed Item 7.B., to be considered under Item 8.

MOTION: It was moved by Member Hurst, seconded by Member Parker and carried by the following vote to approve the Consent Agenda:

AYES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

Community Development Director Merriam, in answering Mayor Garcia, stated she would provide Mayor Garcia clarification on the agreements for unpaid rent.

In answering Member Gonzalez, Community Development Director Merriam explained that the Miles Lane Project would be subject to a project labor agreement.

7.A. MOTION APPROVING MINUTES OF JUNE 23, 2020

7.B. ITEM REMOVED, SEE ITEM 8.

7.C. RESOLUTION NO. 122-20 (CM):
RESOLUTION AUTHORIZING PURCHASE ORDER WITH ELECTROSTEEL USA, LLC., IN AN AMOUNT NOT TO EXCEED $200,000 PER YEAR FOR THREE (3) FISCAL YEARS FROM FY 20/21 THROUGH FY 22/23 FOR THE PURCHASE OF WATER INFRASTRUCTURE REPLACEMENT MATERIALS INCLUDING SPECIALIZED PIPES (FUNDED FROM WATER ENTERPRISE FUND)

7.D. RESOLUTION NO. 123-20 (CM):
RESOLUTION AUTHORIZING PURCHASE OF THREE CLARIFIER DRIVE UNITS FROM CLEARSTREAM ENVIRONMENTAL, INC., IN AN AMOUNT NOT TO EXCEED $108,021.56 TO BE PAID FROM THE WASTEWATER UTILITY ENTERPRISE FUND

7.E. RESOLUTION NO. 124-20 (CM):
RESOLUTION ADOPTING 2020 RECORDS MANAGEMENT GUIDELINES & RETENTION SCHEDULE & AUTHORIZING DESTRUCTION OR DISPOSITION OF CERTAIN RECORDS

7.F. RESOLUTION NO. 125-20 (CM):
RESOLUTION AUTHORIZING & DIRECTING THE CITY MANAGER TO SIGN & EXECUTE AN AGREEMENT WITH PARTICIPATING COUNTY OF SANTA CRUZ JURISDICTIONS TO APPLY FOR & ACCEPT AN ECONOMIC ADJUSTMENT ASSISTANCE GRANT FROM THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) TO FUND A REVOLVING LOAN FUND FOR SANTA CRUZ COUNTY

7.G. RESOLUTION NO. 126-20 (CM):
RESOLUTION DECLARING ITS SUPPORT OF SENATE BILL 1410 AS INTRODUCED ON FEBRUARY 21, 2020, & AMENDED ON JUNE 19, 2020 (CABALLERO) ENTITLED COVID-19 EMERGENCY: TENANCIES; WOULD ESTABLISH A TENANT-OWNER COVID-19 EVICTION RELIEF AGREEMENT, RESTRICT RENTAL PROPERTY OWNERS FROM EVICTING TENANTS FOR UNPAID RENT ACCRUED DURING THE STATE OF EMERGENCY DUE TO COVID-19, & ALLOWS A TAX CREDIT TO OWNERS THAT DEFER RENT FOR TENANTS IN CONNECTION WITH THE COVID-19 PANDEMIC

7.H. APPROVAL OF REVISED SALARY LISTS FOR BARGAINING UNITS: CONFIDENTIAL, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1275 (IAFF), MANAGEMENT, MID-MANAGEMENT, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU), POLICE OFFICERS ASSOCIATION (POA) IN CONFORMANCE WITH SECTION 570.5 (REQUIREMENT FOR A PUBLICLY AVAILABLE PAY SCHEDULE) OF TITLE 2 (ADMINISTRATION) OF THE CALIFORNIA CODE OF REGULATIONS & LISTING ALL EMPLOYEE COMPENSATION LEVELS ON A PUBLICLY AVAILABLE PAY SCHEDULE

1) RESOLUTION NO. 127-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT – CONFIDENTIAL

2) RESOLUTION NO. 128-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT - INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 (IAFF)

3) RESOLUTION NO. 129-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT – MANAGEMENT

4) RESOLUTION NO. 130-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT - MID-MANAGEMENT

5) RESOLUTION NO. 131-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT - POLICE OFFICERS ASSOCIATION (POA)

6) RESOLUTION NO. 132-20 (CM):
RESOLUTION APPROVING REVISED SALARY LIST BY BARGAINING UNIT - SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU)

7.I. ORDINANCE NO. 1407-20 (CM):
FINAL ADOPTION OF UNCODIFIED ORDINANCE APPROVING REZONING TO ESTABLISH PLANNED DEVELOPMENT OVERLAY DISTRICT ON ASSESSOR'S PARCEL NUMBERS 016-491-01, -02, & -03, & 016-111-44 NOW CLASSIFIED RM-2 MULTIPLE RESIDENTIAL DISTRICT (MEDIUM DENSITY) WITH GENERAL PLAN DESIGNATION OF RM-2 & EM (SPECIFIC PLAN) TO RM-2/PD FOR APPLICATION NO. PP2019-14 FILED BY MIDPEN HOUSING CORPORATION TO CONSTRUCT 72 UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT ON 4.7± ACRE PARCEL LOCATED AT 139, 141, 161 MILES LANE & 201 KIMBERLY LANE, WATSONVILLE, & DIRECTING CHANGES BE MADE ON THE ZONING MAP (REQUIRES AT LEAST 5 AFFIRMATIVE VOTES PER SECTION 14-16.2507 OF WATSONVILLE MUNICIPAL CODE)

8. ITEMS REMOVED FROM CONSENT AGENDA

7.B. RESOLUTION NO. 133-20 (CM):
RESOLUTION AWARDING $536,234.50 BID TO BEAR ELECTRICAL SOLUTIONS, INC., FOR CONSTRUCTION OF A MODIFIED WEST BEACH STREET & OHLONE PARKWAY TRAFFIC SIGNAL PROJECT NO. TR-17-01; & APPROPRIATING $240,000 FROM CITYWIDE TRAFFIC IMPACT FEE FUND

MOTION (failed): It was moved by Member Gonzalez and failed for lack of second to restart the bidding process for Item 7.B.

Assistant Public Works & Utilities Director Rodriguez gave a report on Item 7.B.

In answering Mayor Pro Tempore Coffman-Gomez, Assistant Public Works & Utilities Director Rodriguez explained the items that would be removed from the traffic signal project.

In answering Member Estrada, Assistant Public Works & Utilities Director Rodriguez spoke about proposed crosswalks as part of the project.

MOTION: It was moved by Member Estrada, seconded by Member Coffman-Gomez and carried by the following vote to approve Consent Agenda Item 7.B.:

AYES: MEMBERS: Coffman-Gomez, Estrada, Hernandez, Hurst, Parker, García

NOES: MEMBERS: Gonzalez
ABSENT: MEMBERS: None

9. PUBLIC HEARINGS, ORDINANCES, & APPEALS

9.A. CONSIDERATION OF ORDINANCE INTRODUCTION TO AMEND CHAPTER 2, PENALTY PROVISIONS, OF TITLE 1, GENERAL PROVISIONS, OF THE WATSONVILLE MUNICIPAL CODE TO AUTHORIZE THE MUNICIPAL AIRPORT DIRECTOR TO ISSUE CITATIONS

1) Staff Report
The report was given by Airport Manager Williams.

2) City Council Clarifying & Technical Questions
In answering Member Parker, Airport Manager Williams spoke about the purpose of the ordinance.

Member Hurst spoke about the importance of providing for compliance at the Municipal Airport.

In answering Member Estrada, Airport Manager Williams explained challenges he faced in having certain pilots not comply with rules and regulations. He explained the appeal process for citations.

City Attorney Smith stated the proposed citation process was similar to other citation processes the City already had in place.

In answering Mayor Pro Tempore Coffman-Gomez, City Attorney Smith listed the citation amounts.

3) Public Hearing
Mayor García opened the public hearing.

After checking if anyone in the teleconference wanted to speak on the matter, hearing none, Mayor García closed the public hearing.

4) **MOTION**: It was moved by Member Hurst, seconded by Member Gonzalez to and carried by the following vote to introduce the ordinance listed below:

AYES: MEMBERS: Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst Parker, Garcia
NOES: MEMBERS: None
ABSENT: MEMBERS: None

ORDINANCE INTRODUCTION AMENDING CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE BY AMENDING SECTION 1-2.07 REGARDING AUTHORITY TO ISSUE CITATIONS

9.B. CONSIDERATION OF RESOLUTIONS CONFIRMING DIAGRAMS & ASSESSMENTS & LEVYING ASSESSMENTS FOR FISCAL YEAR 2020-2021 FOR: GONZALES STREET

ALLEY WAY (DISTRICT NO. PK-94-01), BAY BREEZE SUBDIVISION (DISTRICT NO. PK-03-02), & VISTA MONTAÑA SUBDIVISION (DISTRICT NO. PK-03-03)

1) Staff Report
The report was given by Assistant Parks & Community Services Director Heistein.

2) City Council Clarifying & Technical Questions
In answering Member Hernandez, Assistant Parks & Community Services Director Heistein stated the dog waste stations were not paid through Landscape and Lighting Maintenance Assessment Districts (LLMAD).

In answering Member Estrada, Assistant Parks & Community Services Director Heistein stated the City encouraged residents to volunteer in weed abatement and minor maintenance in right of ways.

Assistant Parks & Community Services Director Heistein and Assistant Public Works & Utilities Director Rodriguez answered questions from Mayor Pro Tempore Coffman-Gomez regarding budget for LLMADs, Engineer's Report findings, required disclosures to home buyers regarding LLMADs, transition of funds from a LLMAD to a Home Owners Association (HOA) if residents request change, responsibility of sewer maintenance, and outreach to homeowners about the LLMAD Public Hearing.

Member Gonzalez listed concerns regarding property maintenance at Vista Montaña.

In answering Member Gonzalez, Assistant Parks & Community Services Director Heistein, Assistant Public Works & Utilities Director Rodriguez, and City Attorney Smith explained process for dissolving an LLMAD and creating a HOA that manages property maintenance.

Assistant Parks & Community Services Director Heistein and City Attorney Smith answered questions from Member Parker regarding property maintenance efforts at Vista Montaña, expectations from homeowners, responsibility of homeowners to maintain their properties and sidewalks, education of homeowners regarding property maintenance and assessments, and potential collaboration with homeowners to maintain Vista Montaña.

3) Public Hearing
Mayor García opened the public hearing, after checking if anyone in the teleconference wanted to speak, and hearing none, Mayor García closed the public hearing.

4) **MOTION (Failed)**: It was moved by Member Parker, seconded by Mayor Pro Tempore Coffman-Gomez to approve the following resolutions without assessment increases for calendar year 2020-2021:

a) Resolution Confirming Diagram & Assessment & Levying Assessment for Fiscal Year 2020-2021 for Gonzales Street Alleyway Landscaping & Lighting Maintenance Assessment District No. PK-94-1

b) Resolution Confirming Diagram & Assessment & Levying Assessment for Fiscal Year 2020-2021 for Bay Breeze Subdivision Landscaping & Lighting Maintenance Assessment District No. PK-03-02

c) Resolution Confirming Diagram & Assessment & Levying Assessment for Fiscal Year 2020-2021 for Vista Montaña Subdivision Landscaping & Lighting Maintenance Assessment District No. PK-03-03

Member Gonzalez requested that the Gonzales and Bay Breeze LLMADS be approved with assessment increases since no concerns were raised regarding the maintenance.

Member Estrada asked that decision on the LLMADS be postponed to the next meeting.

City Manager Huffaker and City Attorney Smith explained reasons Council needed to take action on the LLMADS at this meeting.

MOTION: The above motion failed by the following vote:

AYES:	MEMBERS:	Parker
NOES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Garcia
ABSENT:	MEMBERS:	None

MOTION (Failed): It was moved by Member Hurst and failed for lack of second to approve staff recommendation.

MOTION: It was moved by Member Gonzalez, seconded by Mayor Pro Tempore Coffman-Gomez and carried by the following vote to take action on each LLMAD individually:

AYES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez, Parker, Garcia
NOES:	MEMBERS:	Hurst
ABSENT:	MEMBERS:	None

MOTION: It was moved by Member Gonzalez, seconded by Mayor Pro Tempore Coffman-Gomez and carried by the following vote to approve the following resolution regarding the Gonzales Street LLMAD:

AYES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, Garcia
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

RESOLUTION NO.134-20 (CM):
RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING ASSESSMENT FOR FISCAL YEAR 2020-2021 FOR GONZALES STREET ALLEYWAY LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-94-1

MOTION: It was moved by Member Estrada, seconded by Member Gonzalez and carried by the following vote to approve the following resolution regarding the Bay Breeze LLMAD:

AYES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst Parker, Garcia
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

RESOLUTION NO.135-20 (CM):
RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING ASSESSMENT FOR FISCAL YEAR 2020-2021 FOR BAY BREEZE SUBDIVISION LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-02

MOTION: It was moved by Member Parker, seconded by Member Gonzalez and carried by the following vote to approve the following resolution without increasing the assessment, conduct a study on level of service, and educate the residents of Vista Montaña on maintenance efforts:

AYES:	MEMBERS:	Coffman-Gomez, Estrada, Gonzalez, Hernandez Parker, Garcia
NOES:	MEMBERS:	Hurst
ABSENT:	MEMBERS:	None

RESOLUTION NO. 136-20
RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING ASSESSMENT FOR FISCAL YEAR 2020-2021 FOR VISTA MONTAÑA SUBDIVISION LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-03

10. EMERGENCY ITEMS ADDED TO AGENDA

11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS (None)
Member Estrada requested a policy that would allow certain flags to be displayed on public property.

Mayor Pro Tempore Coffman-Gomez asked for a fireworks study session, including fine collection, vendor revenues, tax revenues, impact on non-profit vendors, repeat offenders, and impact on the community.

Mayor Garcia requested a tree preservation ordinance.

12. ADJOURNMENT
The meeting adjourned at 5:54 p.m.

Rebecca J. García, Mayor

ATTEST:

Beatriz Vázquez Flores, City Clerk

MINUTES SPECIAL CITY COUNCIL MEETING

July 28, 2020

City of Watsonville
Teleconference/Remote

1:00 p.m.

1. ROLL CALL

Mayor García, Mayor Pro Tempore Coffman-Gomez, and Council Members Estrada, Hernandez (arrived at 1:25 p.m.), Hurst, and Parker were present via teleconference through Gotomeetings. Member Gonzalez was absent.

Staff members present via teleconference through Gotomeetings were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Deputy City Managers Manning and Vides, and Special Counsel Allen.

2. CLOSED SESSION

(a) Public Comments regarding the Closed Session agenda were accepted by the City Council at that time.

(b) Closed Session Announcement
The City Council recessed the regular Council Meeting to discuss those items listed on the Closed Session Statement attached to the Agenda.

2.A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9)

1.Name of case: State of New York, et al v. Donald J. Trump, United States District Court, Southern District of New York, Case 1:20-cv-05770, filed July 24, 2020

2. Pending litigation pursuant to subdivision (d)(1):

a) Name of case: Nora Cabrales & Marcello Hernandez v City of Watsonville, Willowcreek aka Willowcreek Homeowners Association - Santa Cruz County Superior Court (Case No. 20 CV 01420)

b) Name of case: Alfredo Zavala & Alma Aguilera v City of Watsonville, Willowcreek aka Willowcreek Homeowners Association - Santa Cruz County Superior Court (Case No. 20 CV 01421)

c) Name of case: Maria Avila v City of Watsonville, Willowcreek aka Willowcreek Homeowners Association - Santa Cruz County Superior Court (Case No. 20 CV 01417

d) Name of case: The Estate of Robert Castillo, et al. v. City of Watsonville, David Honda, Roberto Castillo – Santa Cruz Superior Court (Case No. 20-CV-04395

e) Name of case: Marianne Perhach. v. City of Watsonville, Michael Crane – Santa Cruz Superior Court (Case No. 20-CV-02198)

f) Name of case: State of New York, et al v. Donald J. Trump, United States District Court, Southern District of New York, Case 1:20-cv-05770, filed July 24, 2020

3. PRESENTATIONS & ORAL COMMUNICATIONS

3.A. REPORT OUT OF CLOSED SESSION

City Attorney Smith reported that Council received reports on all items listed on the Closed Session Agenda and gave direction to staff to file responsive pleadings for Items 2.A.2.a through 2.A.2.d.

4. ADJOURNMENT

The meeting adjourned at 2:35 p.m.

_____
Rebecca J. García, Mayor

ATTEST:

_____
Beatriz Vázquez Flores, City Clerk

City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 6, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cynthia Czerwin, Administrative Services Director**
Marissa Duran, Assistant Finance Director

SUBJECT: **Motion to accept April, May and June 2020 Investment Reports**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
The City Council accepts by motion the investment reports for April, May and June 2020.

DISCUSSION:
The City's idle funds are invested in a manner that will earn a competitive yield in accordance with the City's need for liquidity. Investments of idle funds are only made on investments types/instruments approved by the Council. Every year in January, the Council re-adopts the City's Investment Policy. As shown on Table 1 below, the City's investment portfolio in June 2020 was 56.7 million dollars, our current holdings include: City Investments, Street Assessments, LAIF and CAMP.

Two years ago, the City added California Asset Management Program (CAMP) to its portfolio. CAMP has been around since 1989 serving the investment needs of public agencies. CAMP is a pool, which is a short-term cash reserve portfolio and cash management vehicle. CAMP pools are AAA rated by Standard & Poor's. They offer same-day liquidity, competitive yield, and monthly interest payments and zero out of pocket expenses. Adding CAMPs to our portfolio will increase interest earnings, as they offer a competitive yield. The City's current investment in CAMP is $26.7 million dollars.

The City has used LAIF (Local Agency Investment Fund) as a primary benchmark for the last several years. LAIF is a good benchmark for the City as the average days to maturity of its investments are similar to the City's investment maturity. Currently we are a little below LAIF earnings rates as interest rates are very strained.

PORTFOLIO RESULTS: **Table I**

	April	May	June
Cash Invested ($MM)	77.0	83.0	78.1
City's Average Maturity (Days)	63.9	55.9	46.9
City's Average Yield	1.55%	1.16%	1.02
LAIF Yield	1.65%	1.36%	1.21%
LAIF Cash Invested ($MM)	53.7	53.7	56.7

PORTFOLIO MANAGEMENT:
The Committee will continue to invest only after the safety and liquidity needs of the City are met.

LAIF is a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for LAIFs is Section 16429.1 et seq. of the California Government Code.

LAIFs allow local agencies to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) oversees LAIF. The LAIB consists of five members designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third-party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB annually.

The State Treasurer's Office is audited by the Bureau of State Audits annually and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and $468 million in 1977 to 2,362 participants and $32.1 billion at the end of June 2020.

THE ECONOMY:

The coronavirus outbreak is causing tremendous human and economic hardship across the United States and around the world. Following sharp declines, economic activity and unemployment have picked up somewhat in recent months but remain well below their levels at the beginning of the year. The path of the economy will depend significantly on the course of the virus. Overall financial conditions have improved in the recent months. The Federal Reserve Committee decided to maintain the target range for the federal funds rate at 0 to ¼ percent. The Committee expects to maintain its target range until it is confident that the economy has weathered recent events and is on track to achieve its maximum employment and price stability goals.

FINANCIAL IMPACT:

Currently we are seeing a bit of an inverted yield curve on interest rates. This wills that most likely the City's portfolio interest earnings to be low for calendar year 2020.

ATTACHMENTS:

1. March through June 2020 Investment Portfolio

cc: City Attorney

City of Watsonville
Investment Reports

Apr-20

We certify that the investment report conforms to the City of Watsonville's Investment Policy and that the City's next 6 month's cash needs can be met if past trends continue.

Cynthia Czerwin Administrative Services Director	Marissa Duran Financial Analyst

Portfolio Average Return	1.55%
Average Maturity (Days)	63.4
Comparative Yields:	
LAIF	1.65%
One Year Agency Note	1.59%
Six Month -Treasury Bills	1.62%

City of Watsonville
Investment Position Report
30-Apr-20

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
City Investments	3.3%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	1,346,824	1,346,824	1,346,824	1,346,824	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	1,209,599	1,209,599	1,209,599	1,209,599	28-Jun-11
Totals					2,556,423	2,556,423	2,556,423	2,556,423	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,887						
Special Assessment	0.1%								
Atkinson Lane, Watsonville		6.50%	6.50%	2-Sep-20	49,000	49,000	49,000	49,000	28-Jun-05
Totals			6.50%		49,000	49,000	49,000	49,000	
Average Maturity (Days/Years)			125	0					
	96.6%								
Pooled Investment									
LAIF		N/A	1.65%	Demand	53,654,236	53,654,236	53,654,236	53,654,236	Various
CAMP		N/A	1.19%	Demand	20,715,125	20,715,125	20,715,125	20,715,125	Various
					74,369,361	74,369,361	74,369,361	74,369,361	
					76,974,783	76,974,783	76,974,783	76,974,783	
Totals			1.55%						
Average Maturity (Days/Years)			63.4						
30-Apr-20		Days	-257.3						

Activity Report

Source:

City of Watsonville
Investment Reports

May-20

We certify that the investment report conforms to the City of Watsonville's Investment Policy and that the City's next 6 month's cash needs can be met if past trends continue.

Cynthia Czerwin Administrative Services Director	Marissa Duran Financial Analyst

Portfolio Average Return	1.16%
Average Maturity (Days)	57.9
Comparative Yields:	
LAIF	1.36%
One Year Agency Note	0.17%
Six Month -Treasury Bills	17.00%

City of Watsonville
Investment Position Report
31-May-20

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
City Investments	3.1%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	1,346,824	1,346,824	1,346,824	1,346,824	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	1,209,599	1,209,599	1,209,599	1,209,599	28-Jun-11
Totals					2,556,423	2,556,423	2,556,423	2,556,423	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,856						
Special Assessment	0.1%								
Atkinson Lane, Watsonville		6.50%	6.50%	2-Sep-20	49,000	49,000	49,000	49,000	28-Jun-05
Totals			6.50%		49,000	49,000	49,000	49,000	
Average Maturity (Days/Years)			94	0					
	96.9%								
Pooled Investment									
LAIF		N/A	1.36%	Demand	53,654,236	53,654,236	53,654,236	53,654,236	Various
CAMP		N/A	0.64%	Demand	26,729,884	26,729,884	26,729,884	26,729,884	Various
					80,384,120	80,384,120	80,384,120	80,384,120	
					82,989,543	82,989,543	82,989,543	82,989,543	
Totals			1.16%						
Average Maturity (Days/Years)			57.9						
31-May-20		Days	-262.8						

Activity Report

Source:

City of Watsonville
Investment Reports

Jun-20

We certify that the investment report conforms to the City of Watsonville's Investment Policy and that the City's next 6 month's cash needs can be met if past trends continue.

Cynthia Czerwin	Marissa Duran
Administrative Services Director	Financial Analyst

Portfolio Average Return	1.02%
Average Maturity (Days)	46.9
Comparative Yields:	
LAIF	1.21%
One Year Agency Note	0.17%
Six Month -Treasury Bills	0.17%

City of Watsonville
Investment Position Report
30-Jun-20

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
City Investments	2.5%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	1,141,717	1,141,717	1,141,717	1,141,717	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	1,025,390	1,025,390	1,025,390	1,025,390	28-Jun-11
Totals					2,167,107	2,167,107	2,167,107	2,167,107	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,826						
Special Assessment	0.1%								
Atkinson Lane, Watsonville		6.50%	6.50%	2-Sep-20	49,000	49,000	49,000	49,000	28-Jun-05
Totals			6.50%		49,000	49,000	49,000	49,000	
Average Maturity (Days/Years)			64	0					
	97.4%								
Pooled Investment									
LAIF		N/A	1.21%	Demand	56,654,236	56,654,236	56,654,236	56,654,236	Various
CAMP		N/A	0.51%	Demand	26,741,124	26,741,124	26,741,124	26,741,124	Various
					83,395,360	83,395,360	83,395,360	83,395,360	
					85,611,467	85,611,467	85,611,467	85,611,467	
Totals			1.02%						
Average Maturity (Days/Years)			46.9						
30-Jun-20		Days	-273.8						

Activity Report

Source:

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2020

JUL 7 '20 PM 3:18

June 30, 2020

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

CITY: CITY OF WATSONVILLE

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: Rebecca Garcia

Title: Mayor

2. VOTING DELEGATE - ALTERNATE

Name: Felipe Hernandez

Title: Council Member

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

City of Watsonville
City Manager's Office

M E M O R A N D U M

DATE: **August 21, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Tamara Vides, Deputy City Manager**
Raunel Zavala, Administrative Analyst

SUBJECT: **Response Packet to the Santa Cruz County Civil Grand Jury's Investigation of Assessing Risk Management, Homelessness, Fire and Safety and the City's Website**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council by Motion, approve the response packets prepared for the 2019-2020 Santa Cruz County Grand Jury's Investigation on four specific topics: 1) **Managers of Risk or Victims of Risk** - Rocked by the Shocks 2) **Homelessness:** Big Problem, Little Progress – It's Time to Think Outside the Box 3) **Fire and Safety Inspections in Santa Cruz County, and** 4) **The Tangled Web** - Oh, What a Mangled Web We Weave...

DISCUSSION:
The Santa Cruz County Civil Grand Jury prepared four reports addressing issues in the Watsonville community and requested that the Council prepare responses to several findings and recommendations made in each of the reports. The County and all four cities within the County received these reports and were compelled to respond.

The Grand Jury looks for contact information, budget data, policies and procedures, etc. to conduct their investigation. They aim to capture the experience a member of the public would have when trying to access information, assess impact and value of city services and review transactions of the public entity. The reports contain findings by the 2019-2020 Grand Jury and offer recommendations for consideration and ongoing improvement of operations.

All four Grand Jury reports are attached; below is a summary of the areas of interest for each issue reviewed and some highlights of the recommendations made by the Grand Jury:

Managers of Risk or Victims of Risk - *Rocked by the Shocks:*
This report examines the current level of financial risk for Santa Cruz County (SCC) cities, the causes and likely impacts of that risk, and the risk management practices of our cities. The Grand Jury found that the cities of SCC do not practice formal, integrated risk management for the range of risks and impacts they regularly confront. They recommend the cities study ways

to implement more comprehensive practices with regard to risk identification, evaluation, mitigation, and communication.

Homelessness: Big Problem, Little Progress – *It's Time to Think Outside the Box:*
The Grand Jury prepared a report on homelessness in Santa Cruz County. The Grand Jury identified five main reasons the homeless problem persists. First, the community views homelessness as a problem that should be addressed by elected officials; second, the County lacks an effective governance structure with the authority to manage the complexity and size of the homeless problem; third, there are insufficient resources to support those affected by homelessness; fourth, there is an underutilization of existing resources in the County; and fifth, the County lacks comprehensive and effective data collection and analysis systems. Solutions to these problems are complex. However, steps can be taken to enable Santa Cruz County to more effectively manage the homeless crisis, which has become even more of a challenge due to the COVID-19 pandemic. The Grand Jury report illuminated local barriers to homelessness relief, and proposed solutions. They found that ending homelessness will provide significant benefits to the entire community far beyond the relief to the individuals receiving services.

Fire and Safety Inspections in Santa Cruz County:
The Grand Jury found that fire agencies in Santa Cruz County, are responsible for not only responding to emergencies but assisting in prevention. One aspect of prevention is ensuring compliance with fire and safety codes, especially in facilities housing the most vulnerable. Now with fire danger and respiratory illness at all-time highs, this responsibility is as important as it has ever been.

The Grand Jury found that California health and safety codes require fire and safety inspections be performed annually for schools and multifamily residences. Annual reports to the governing body are required. The Grand Jury found that many of the County's fire agencies do not fully comply with mandated inspection and reporting, and recommends that the status of these inspections, especially those involving public facilities, be communicated to the public and that gaps in compliance or the ability to inspect be addressed in the 2021 budgeting cycle.

The Tangled Web - Oh, What a Mangled Web We Weave...*:*
The Grand Jury found that website information is sometimes missing, out-of-date, and inaccurate; links may be broken. They found website content providers do not explain content. They concluded that the City lacks a process to review content accuracy and currency to assure timely correction and revision of content. The Grand Jury also noted that the City's goals for website redesign or quality improvement are not sufficiently "SMART" (Specific, Measurable, Attainable, Relevant and Time Bound).

All Grand Jury findings and recommendations have been reviewed and answered by staff. It is recommended that the Council review and approve by motion the responses to these reports and file the City of Watsonville responses with the Grand Jury by each of their due dates.

FINANCIAL IMPACT:
There is no financial impact associated with filing responses to the Grand Jury report.

ALTERNATIVES:
The Council may choose not to approve the Response Packet, or to modify the responses.

ATTACHMENTS:
1) SC Grand Jury Reports and City Responses – Risk Management
2) SC Grand Jury Reports and City Responses – Homelessness
3) SC Grand Jury Reports and City Responses – Fire & Safety Inspections
4) SC Grand Jury Reports and City Responses – Website

cc: City Attorney

The 2019–2020 Santa Cruz County Civil Grand Jury

Requests that the

City Manager of Watsonville

Respond to the Findings and Recommendations

Specified in the Report Titled

Managers of Risk or Victims of Risk –
Rocked by the Shocks

by September 17, 2020

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

   The Honorable Judge John Gallagher
   Santa Cruz Courthouse
   701 Ocean St.
   Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included below) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
    a. **AGREE** with the Finding, or
    b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
    c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
    a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
    b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
    c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
    d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F1. RISK ASSESSMENT: As the Auditor's Office is an authoritative source of studies and assessments for the State Legislature, we find that the risk assessment methodology used by the Auditor's Office is a valid and valuable approach to assessing financial risk for all SCC city jurisdictions and communicating that risk to stakeholders.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville agrees that the assessment methodology used by the Auditor's Office is a valid and valuable data point in assessing financial risk but does not find it to be authoritative or all inclusive. It contains useful data points and a way to compare across jurisdictions, but each jurisdiction has unique profiles, revenue and expenditure characteristics, and ability to change or modify those characteristics that is not captured by this methodology. Without this important context, the methodology is flawed and produces misleading findings. Furthermore, we find the tool to be heavily focused on pension obligations and risks. It also heavily focuses on factors that are often beyond the control of the jurisdiction, like pension assets or liabilities. Moreover, it does not include other forms of "risk" that each city faces and needs to balance, like maintenance of facilities or capital improvements, revenue mix, and service needs of the community. These types of risks/ liabilities are less easily quantifiable but are known by the professionals working in their communities.

F2. RISK ASSESSMENT: All SCC Cities did not fully consider the calculated high risk indicators from the Auditor's Office and their potential impacts on city operations, services, and capital assets/infrastructure.

___ **AGREE**

___ **PARTIALLY DISAGREE** – explain the disputed portion

_X_ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville's high risk indicators from the Auditor's Office are General Fund Reserves, Future Pension Funding, and OPEB Funding. The City has made deliberate and concerted efforts over the past few years to increase its level of General Fund Reserves including adopting an official General Fund Reserve policy with a goal of achieving 20% of general fund expenditures in reserves. Watsonville met and exceeded that goal in FY 2019-20. Future pension obligations are always at the forefront of financial planning conversations and modeling. For example, through the last several cycles of labor negotiations, the City has worked with its employees to increase the employee share of pension contributions. Watsonville again has made concerted efforts to pay down our obligation in a way that yields the greatest impact during recent years, and CalPers is always discussed in the City's budget and 5 year planning processes. Managing our CalPERS future obligation is also a stated strategic goal of the City Council as stated in the City's most recent strategic plan adopted on June 12, 2018.

https://www.cityofwatsonville.org/DocumentCenter/View/10736/Strategic-Plan_2018_20-final?bidId=

To say we do not consider the risk of pension costs is inaccurate. Finally, we disagree with the auditors assignment of a high risk to Watsonville's funding of our OPEB obligations. As can be seen by the OPEB obligations indicator, Watsonville has a very low OPEB obligation compared to most cities, and; therefore a funding plan has not been prioritized due to the City's low level of risk.

The CGJ report incorrectly listed Watsonville as being high risk in the areas of revenue trends and pension funding. Those areas are listed by the State Controller as areas of moderate risk.

F3. RISK ASSESSMENT: The state of risk determined for all SCC Cities by the Auditor's Office in 2017 remained largely unchanged through 2019.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F4. RISK ASSESSMENT: Pension costs contribute a higher level of financial risk to all SCC Cities than is accounted for by city documents.

___ **AGREE**

___ **PARTIALLY DISAGREE** – explain the disputed portion

_X_ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

City documents report pension contributions and liabilities as required by GASB. In some ways the delayed impact of losses or market shocks to City costs allow for planning time and are therefore, a comparatively reduced risk.

F5. RISK ASSESSMENT: Financial Risk Indicators alone are not adequate to effectively understand the risks facing all SCC Cities.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F6. RISK ASSESSMENT: All SCC Cities do not fully identify, assess, track, and report key risk indicators that reflect the state of strategic, financial, operational, or hazard risk.

__ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville identifies, assesses and manages risk in several ways. Financial risks are imbedded in the City's annual budgeting process, long term financial plan development, City Council Strategic Plan, as well as independent comprehensive annual financial reports (CAFR). Collectively, these financial planning tools clearly identify areas of short and long-term financial risks and liabilities, as well as strategies for preparing for, and mitigating such risks.

Furthermore, the City utilizes several approaches to manage operational and hazard risks. These include the City's Local Hazard Mitigation Plan, which identifies potential local natural hazards and then identifies and prioritizes vulnerable areas in the local community. Another example is the recent completion of Master Plans for the City's Solid Waste, Wastewater and Water System utilities, which identifies and prioritizes operational risks and infrastructure needs over a 30 year planning horizon. As another example, the City's Climate Action Plan also identifies natural hazards and environmental threats due to climate change and includes greenhouse gas (GHG) emissions reduction strategies, metrics and detailed actions the City can take to help meet those goals. The plan also includes additional components such as resilience strategies, clean energy targets, and economic and social goals.

In summary, the City deploys a variety of risk assessment tools to identify, track, manage and mitigate the broad range of risks that are associated with the operations of a full service City and the community that we serve. It is true that these assessment tools may be structured or organized than the risk models used in the Grand Jury report, but that does not necessarily mean they are any less effective.

F7. RISK ASSESSMENT: All SCC Cities do not adequately evaluate the possible interactions between risks that may inhibit or enhance the objectives of each city.

___ **AGREE**

_X__ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Adequately is a subjective term. Could we do better, perhaps, but we believe we are properly evaluating interactions between risks. A reading of this report seems to assume that departments and managers work in silos which is not true. Department

heads meet at least once every two weeks to discuss what is happening in their departments and how it may affect the others. Our budget and Capital improvement planning processes are all about weighing the risks of making one funding decision versus another. Our staff reports to Council all include an item about what the alternative options might be so our Council can understand and weigh the options.

F8. RISK ASSESSMENT: All SCC Cities either do not maintain or do not publish a report card on the state of key infrastructure that can be used to set funding priorities and manage operational and hazard risk.

___ **AGREE**

___ **PARTIALLY DISAGREE** – explain the disputed portion

__X__ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville has completed extensive assessments of its infrastructure over many years, and is constantly evaluating and preparing for replacement of key infrastructure, including long-term capital improvement planning, financial planning for emergencies, and hazard assessment. While the City may not present these findings through a specific "report card," we spend a significant amount of effort to inform the community about the state of our infrastructure, the projects that are being planned, and the projects that are in construction. We have received significant positive feedback from the community about our outreach and education efforts in this arena.

City Strategic Plan. Every two years, the City Council updates its Strategic Plan, setting forth a vision and priorities for the City organization and the community of Watsonville. This document:

- Articulates the Council's priorities and guides its policy decision
- Enables staff to develop feasible, actionable strategies to address the Council's priorities, implement policies, and allocate resources effectively
- Can focus the City's efforts to engage community members and agency partners in achieving the City's Mission and Vision
- Enables the city to prioritize time and resources in alignment with the council priorities

The City's Strategic Plan can be found at:
https://www.cityofwatsonville.org/DocumentCenter/View/10736/Strategic-Plan_2018_20-final?bidId=

Water and Wastewater Master Plans. Last year the Department of Public Works completed both a Water Master Plan and a Wastewater Master Plan that evaluated the conditions of the water and wastewater systems for the entire City. These plans included recommendations for replacement of key infrastructure over the next 30 years, identifying over $200 million in projects that we hope to complete over that timeframe. The studies also evaluated risks associated with earthquakes, climate change, tsunamis, and wildfire. These results we shred with the community through multiple newsletters and social media over the past year.

Local Hazard Mitigation Plan (LHMP). In addition, over the last year the City has completed a draft Local Hazard Mitigation Plan, including a very thorough risk assessment. This Risk Assessment includes (1) a description of the LHMP Planning Committee's hazard selection process, (2) hazard descriptions of selected primary and secondary hazards, (3) hazard profiles for primary hazards, and (4) a vulnerability assessment that includes a summary of the risk primary hazards pose to the City's built, social, and natural environment and a discussion of secondary hazards. These four sections address Element B requirements, which appear in the following Risk Assessment as headings B1–B3, described in the Federal Emergency Management (FEMA) LHMP Review Guide.

The LHMP process included extensive public outreach and participation, and the community has been kept well-informed about both the types of risks that could happen in our community, and the steps needed to reduce the impacts of those risks. To see the extensive list of LHMP community outreach efforts, meetings, and the plan itself, please see our website at: https://www.cityofwatsonville.org/1858/Local-Hazard-Mitigation-Plan.

Climate Action and Adaptation Plan (CAAP). The City of Watsonville is embarking on an important effort for climate action, adaptation, and restoration over the next decade. The Watsonville 2030 Climate Action and Adaptation Plan will chart a clear path for the City, including residents and businesses, to reduce its greenhouse gas (GHG) emissions; combat the impacts of climate change; and explore realistic options for restoring and repairing its natural environment. The State of California supports local action on climate change by providing guidance for local jurisdictions to develop climate action plans or plans to reduce GHG emissions for projects. The State also requires climate change adaptation strategies to protect communities and critical infrastructure from climate impacts. To comply with existing legislation, the CAAP will have three focus areas: Climate Action, Climate Adaptation, and Repair and Restoration.

1. *The Climate Action* component will be based on the City's 2017 GHG inventory compiled by the Association of Monterey Bay Area Governments (AMBAG). The outcome of this analysis will be a set of emission reduction targets for meeting the City's stated GHG reduction goals. Staff will work across City departments to identify a broad array of mitigation strategies with clear performance metrics. Mitigation actions will be characterized by their potential to reduce GHG emission, implementation timeframe, cost, community support, and ability to provide additional community benefits. Example mitigation strategies include installation of EV charging stations, promoting active transportation, and energy efficiency improvements.

2. *The Climate Adaptation* component will be based on the City's recent 2020 Local Hazard Mitigation Plan (LHMP). It will also consider additional risks, including agricultural impacts, grid reliability, and potential influxes of short-term or long-term climate migrants. Staff will categorize potential adaptation strategies by their risk-

reduction potential (effectiveness), implementation timeframe, cost, community support, and ability to provide additional community benefits. Some example adaptation strategies include installing emergency generators, designating community cooling centers, developing distributed energy systems, and increasing tree canopy and green infrastructure.

3. *The Repair and Restoration Component* is planned to be undertaken in 2021. The results and actions from this initiative will be integrated into the CAAP as a 2021 plan update to the initial draft, which is scheduled for completion in November 2020.

To learn more about the City's Climate Action Plan and community outreach efforts, please see our website at: https://www.cityofwatsonville.org/1764/Learn-About-Climate-Action-Plan.

City Receives $200,000 Climate Resiliency Grant. The Department of Public Works recently applied for a Bay Area Council Foundation Climate Resiliency Challenge grant. Through a competitive grant process, the City was awarded $200,000 as one of the 12 grant awardees out of 85 applications. The City will utilize this funding to develop a Green Infrastructure Implementation Plan (GIIP) that will integrate multiple City planning initiatives, such as the Urban Greening Plan, Downtown Specific Plan, Local Hazard Mitigation Plan and Stormwater low impact design that will be part of the larger Climate Action and Adaptation Plan. Through the GIIP, the City will look for opportunities to reduce impacts of climate change to our community by increasing water quality supply, reducing flooding, combating urban heat island effect, and improving neighborhood vitality and overall community aesthetics.

Transportation Infrastructure. The Department of Public Works inventories the quality of the roads each year and develops a Pavement Maintenance Index for each street. All streets are prioritized for improvements, and sealing, repair, or reconstruction projects are planned many years in advance, reducing the financial risk of having to suddenly fund major infrastructure projects. These projects reduce risk and increase safety of travelling in the community, and keep the community prepared for responding to natural disasters. Our residents are kept well-informed of these projects through newsletters and social media outreach.

Parks Master Plan. Through a community survey, focus groups, questionnaires, and community workshops, the Department of Parks and Community Services engaged residents and stakeholders in order to learn about the community's needs with respect to the development of parks and recreational facilities. The community's profile and existing parks and recreation resources were researched and analyzed. This information was compared to community feedback and reviewed for consistency with the City's Draft General Plan. The resulting document is the City of Watsonville's Parks and Recreation Facilities Master Plan, a plan that is addressed to the prioritization of possibilities within a cohesive vision.

Vision for Parks and Recreation Facilities. Watsonville provides a system of well-designed parks and facilities that contribute to the vitality of the community and promote health, well-being and enjoyment for all residents. The community's vision for the future, as well as the Department's mission and the community's core values, guides the goals and recommendations of this plan.

Goals and Recommendations. The following is a brief summary of the recommendations included in the plan:

1. Provide safe and well-maintained parks and facilities that meet the diverse needs of a growing community.
2. Expand and improve trail connections to parks, open spaces and community destinations.
3. Celebrate Watsonville's cultural heritage and encourage community building through provision of culturally sensitive and competent programs, services and events.
4. Develop and provide recreation facilities and programs that support health and wellness and personal development.
5. Develop and partner with other departments, schools, and public and private organizations to meet community needs.
6. Encourage and support public involvement in park and recreation planning, design and advocacy.
7. Promote stewardship of parks, facilities and natural areas.
8. Build an innovative, responsive and dynamic organization that is financially stable and employs best practices to achieve community needs.
9. Create and enhance a positive community image and be a key contributor to economic development activities.

The full Parks Master Plan can be found here:
https://cityofwatsonville.org/1207/City-Parks

Downtown Specific Plan. Objectives for the Specific Plan include the development of multi-story mixed use buildings through both new construction and adaptive reuse of historic buildings with market rate residential housing and commercial retail on the first floor. The Plan will encourage compact development near transit to decrease automobile dependency, reduce both local and regional traffic congestion and related greenhouse gas emissions, and provide additional guidance and plans to increasing multimodal access to and from the historic Downtown area.

The link to the Downtown Specific Plan can be found at:
https://cityofwatsonville.org/1626/Downtown-Specific-Plan

In summary, our community is well-informed about the state of critical infrastructure, and the additional measures being suggested by this report would be redundant, burdensome, and a misuse of critically-needed tax dollars.

F9. RISK MANAGEMENT: Although all of the cities of SCC are preparing for increased pension costs due to current amortization schedules, they are not adequately preparing for risk associated with significant or sustained investment shortfalls in CALPERS due to economic shocks (e.g. caused by Coronavirus) or a recession.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville has spent several years deliberately building up reserves and making extra payments toward pension UAL to be better prepared for if / when we are impacted by CalPERS shock and or other types of shocks. Our emergency reserve calls out specifically CalPERS shocks as one of four allowable triggers for the use of that reserve. We also included a CalPERS shock scenario in language with one of our bargaining groups as trigger language on whether or not to allow a contracted increase. Furthermore, and as stated above, the two-year delay in CalPERS returns and their impacts on City finances allows Cities time to plan and adjust in the case of a shock.

F10. RISK MANAGEMENT: Except for the area of hazard (i.e. loss) risk management, in all SCC Cities, there is no formal method to define, track, manage, and communicate risks at the enterprise level of SCC city government.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F11. GOVERNANCE: All SCC Cities do not have a publicly articulated pension Unfunded Actuarial Accrued Liability (UAAL) funding policy that recognizes potential pension cost risks and community expenditure/revenue priorities.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F12. TRANSPARENCY: All SCC Cities do not adequately meet key requirements for transparency as defined by the GFOA.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville meets many of the elements of financial transparency as defined by the GFOA. The City is only missing access to live detailed data along with context and policies to help the public understand the data. These types of reports are often not used and they are frequently misunderstood. The public can easily get all financial information of the City through a public information request. The City has been developing a budget summary document that will provide increase access to budget changes and financial information of the City.

F13. TRANSPARENCY: All SCC Cities do not provide standard and understandable reporting with regard to: Pension Costs and Associated Impacts (past, current, and projected); Service Level Performance Metrics; State of Key Infrastructure; Risk Assessments and Mitigation Plans for Finance, Operational, and Hazard Risks.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

Recommendations

R1. By June 30, 2021: all SCC Cities should become familiar with and adopt the Auditor's Office risk assessment framework or a similar framework to assess financial risk. (F1)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

__X__ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

As explained in the above finding we feel the State Controller's assessment framework is a starting point for looking at risk but has its limits in that it is too heavily pension focused and many of the reporting elements are beyond the control of the Cities. We do not believe going through this exercise annually will be useful.

R2. By June 30, 2021: all SCC Cities should evaluate and communicate the implications of the financial risk trends indicated in the analyses calculated from the Auditor's Office methodology. (F2, F3)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

__X__ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The Auditor's risk analysis very heavily focuses on reserves, pension funding and outlook, and revenue trends. We already report on, calculate and discuss these very points in every budget and CAFR. There is no need to create another platform to discuss these indicators.

R3. By June 30, 2021: all SCC Cities should publish a standard report annually that is an understandable summary of pension risk, including a narrative on the implications of market valuation versus actuarial valuation of accrued total liabilities. (F4, F12, F13)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

__X__ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Pension risk and liabilities are reported according to accounting standards each year in our CAFR, annual payments are called out in our annual budget and five year plan. There is no need to create an additional platform to discuss these costs and liabilities. Furthermore, we believe they are better discussed within the context of the broader financial picture as they are when discussed in the CAFR and Budget.

R4. By June 30, 2021: all SCC Cities should identify a suite of risk indicators that support an integrated assessment of all risk types that can inhibit the ability of the city to meet its objectives. Enterprise Risk Management (ERM) provides an example of the risk types that should be considered. (F5, F6)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

_X_ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Many of the Risk Management indicators that could be considered in an assessment are considered as the City Council plans and develops their biannual strategic plan or plans operations. The development of a comprehensive ERM will require working with the Council and all City departments in order to compile enough information to create a meaningful and useful tool to assess City risks and define organizational risk culture. The Watsonville City Council will be developing a new strategic plan during the first two quarters of 2021, at which time, it may consider discussing risk indicators.

R5. By June 30, 2021: all SCC Cities should adopt the practice of Bowtie Analysis, or an equivalent method, to support the understanding of risk interactions, the establishment of risk controls, and the communication of a city risk profile. (F7, F10, F12, F13)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

We do not believe that the added practice of a Bowtie analysis will enhance the City's abilities to understand and prepare for potential risks. What is not captured by any of the reports or documents reviewed is the extent to which departments and city executives do meet and collaborate and communicate with each other to discuss and prepare for risks. We also feel that preparing multiple bowtie analysis for various risk scenarios does not help a city prepare for all situations (no one would have run a pandemic scenario prior to February 2020). Furthermore, we believe that the best preparation for any time of risk scenario is to have robust financial reserve policies. Working through multiple analysis scenarios can be a fun exercise but the results and prevention measures will likely be the same. Given that the outcome / preparation will be similar regardless of the scenario we do not believe this to be a useful exercise or use of staff time.

R6. By June 30, 2021: all SCC Cities should publish their own infrastructure risk report cards and any data they make available to county and state level risk assessments. (F8)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Based on the responses given in section F8, the City believes it has adequately communicated the conditions of its critical infrastructure and associated risks through its ongoing communication efforts with the community. The proposed methodology might be well-suited for a very large organization, such as the State of California, but for a small, economically disadvantaged community like Watsonville, the proposed methodology is overly burdensome and expensive, would create unnecessary bureaucracy for an already over-taxed and lean staff, and would be redundant to the extensive outreach efforts already in place.

R7. By June 30, 2021: all SCC Cities should evaluate the costs and benefits of implementing an Enterprise Risk Management Framework to better integrate risk management across all types of risks (Strategic, Financial, Operational, Hazard). This could take many forms, one being a shared capability through a risk sharing Joint Powers Authority (JPA). The key will be designating clear authority and responsibility for integrated risk management. (F10)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The City believes its current risk management efforts, in coordination with PARSAC (City's risk Pool), is adequate to properly assess and plan for the various kinds of risks facing the City. Every three years the City completes a risk assessment as part of its participation in the risk pool. While the City appreciates the thoughtfulness of the report, applying such an extensive and complex model to small city government would not provide enough value to justify the staff and direct costs of implementation.

The additional administrative burden and critical funding losses created by the COVID pandemic leave the City with minimal resources to implement any new programs. We have already had to cut significant numbers of staff positions, been forced to cut critical community programming, and until we have a better understanding of the long-term economic outlook, we simply cannot afford to take on any additional programming efforts, including this one.

R8. By June 30, 2021: all SCC Cities should develop financial models that project the possibilities of realistic financial scenarios; and use these projections in their risk management practices. (F13)

__X__ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

This is done each year as part of the budget process. Our budget documents include a 5-year projection for the general fund. Enterprise funds go through a formal projection and forecast modeling process when engaged in rate setting and other small funds are equally though less formally looked at each year when developing the City's budget.

R9. By January 1, 2021: all SCC Cities should develop or adopt contingency plans for realistic negative financial performance scenarios associated with CALPERS investment shortfalls (for shock and sustained downturns). (F9)

X **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The City of Watsonville's emergency reserve policy include provisions to be used in case of a CalPers shock.

R10. By June 30, 2021: all SCC Cities should develop and publish a policy regarding control of retirement costs (pension and Other Pension Employee Benefits) and funding remedies for unexpected bills presented by CalPERS. (F11)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Given the lack of control that City's have over their CalPERS bills we do not believe this is an effective use of limited staff time. Cities do not control benefits offered, actuarial calculations, investment returns, investment policy, issuance of COLAs to retirees etc. As discussed above the 2-year delay in economic shocks impact on CalPERS bills gives Cities adequate time to plan and strategize for those shocks when they occur.

R11. By June 30, 2021: all SCC Cities should develop a plan to align with the Government Financial Officers Association (GFOA) Financial Transparency Initiative. This should be extended to risk management transparency. (F6, F8, F10, F12, F13)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

__X__ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The City of Watsonville meets the GFOA standards of financial reporting and has each year for many years earned GFOA awards in excellence for the production of their CAFR and budget documents. With those documents, staff reports, council presentations, and video of Council meetings where financial meetings are discussed We also have a robust public information request process where the public and do ask for more detailed information. Staff are always available to answer public questions should they arise. We believe we meet the standards requested of financial transparency. Any changes and updates we might do to increase transparency to our public we will undertake with our communities needs and interests in mind.

Penal Code §933.05

1. For Purposes of subdivision (b) of §933, as to each Grand Jury finding, the responding person or entity shall indicate one of the following:
    a. the respondent agrees with the finding,
    b. the respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
2. For purpose of subdivision (b) of §933, as to each Grand Jury recommendation, the responding person shall report one of the following actions:
    a. the recommendation has been implemented, with a summary regarding the implemented action,
    b. the recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation,
    c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
    d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

The 2019–2020 Santa Cruz County Civil Grand Jury

Requests that the

Watsonville City Manager

Respond to the Findings and Recommendations

Specified in the Report Titled

Homelessness: Big Problem, Little Progress

It's Time To Think Outside The Box

by September 28, 2020

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

   The Honorable Judge John Gallagher
   Santa Cruz Courthouse
   701 Ocean St.
   Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included below) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
    a. **AGREE** with the Finding, or
    b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
    c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
    a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
    b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
    c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
    d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F3. The public opposition to homeless solutions is partially due to a lack of education, engagement and political will by City and County leadership.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Over the past years, City staff has worked collaboratively with City and County stakeholders to address the complex issue of homelessness. City leadership has created, staffed, or participated in multiple efforts to educate and engage the public on the topic of homelessness and worked on the All-In Plan developed in 2003 for Santa Cruz County.

Generally speaking, a lack of political will is defined retrospectively when looking at failed programs and initiatives. However, it is important to point out that while not all of the recommendations that resulted from these City-led efforts over the years were able to gain traction, some of the solutions have been accepted and even embraced by the public. These are demonstrated by the City's continual support of the Continuum of Care (the Homeless Action Partnership), engagement with South County homeless service providers, support of employment programs for people experiencing homelessness, the establishment of an annual emergency winter shelter program, homeless outreach and engagement efforts, and participation in the homelessness diversion efforts, such as Homeward Bound and rental assistance programs.

The Watsonville City Council has actively worked on identifying and supporting homeless solutions. Such is the case of declaring a homeless shelter emergency in 2017 to support establishment/expansion of homeless programs and services in Watsonville.

F4. Santa Cruz County elected officials have been unable to combat NIMBYism, which is a significant barrier to getting projects approved and built to support the homeless.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F5. Inconsistent and unclear funding sources and processes inhibit the effective implementation of solutions that require long term planning and sustained operations.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F6. The Homeless Action Partnership (HAP) is not organizationally equipped with the appropriate authority, structure, leadership, staff, training or processes and as a result is ineffective in its mission of reducing homelessness.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

HAP is a federally required COC for HUD recipients. Much of the issue is outside the scope of the HAP. The issue of homelessness is not directly connected to the HAP's work. The ongoing governance work is envisioned to strengthen local homelessness response and administration. The governance work group has been tasked with developing a proposed plan to create a systemwide governance body that will design, direct, and evaluate the response to homelessness in Santa Cruz County, including a proposed scope for its structure, and decision-making and input processes. The group is proposing a revised governance structure that will guide the region towards a more effective response to homelessness, moving away from reactive decision making and towards forward thinking, systematic improvements and investments. The group recommends that a Charter for the new structure be adopted in 2020, with a process for standing up the new structure developed and integrated into the Strategic Action Plan.

F9. The lack of Permanent Supportive Housing (PSH) results in the significant compounding of the homeless issue.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F12. There are parcels of land throughout the county that appear to be unused or underutilized, and could possibly be used to build housing for the homeless.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F13. Santa Cruz County law enforcement response to homeless, addiction, and mental health issues has the potential to criminalize social, medical, and psychological conditions. This requires law enforcement to perform the role of social worker; a role for which they lack the resources and mental health training.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F14. There is a lack of leadership from County and City officials to engage the business community in exploring potential solutions to homelessness.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

City staff and elected officials have engaged with the business community in the downtown area to not only explore potential solutions, but to work together to bring solutions to homelessness to the City of Watsonville. More efforts to find creative solutions in establishing private/public partnerships could be made.

F16. Santa Cruz County and Cities, despite owning numerous parking lots, choose not to utilize their parking lots for safe parking programs, which results in an underutilization of resources that could help reduce homeless parking in neighborhoods and business districts.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Safe Parking Program has been established and expanded in recent years through HEAP State funding. The County has continued its efforts to expand/develop further sites in several areas around the County.

F17. Faith-Based Organizations are an underutilized resource in the effort to end homelessness.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Faith-Based organizations are a key partner in providing services to the homeless population in our City. Many of the meal programs available in the City of Watsonville are led and coordinated by local churches. Two years ago, the Lutheran Church on East Beach Street hosted 3 months of the Warming Center Services in Watsonville and many of the volunteers for this program were active members of the church. However, all these services, provide little to no help in ending homelessness. These programs do not offer housing or create housing stock for homeless individuals. They provide much needed services to those who are experiencing homelessness. If Faith-based organizations are being underutilized we welcome their increased engagement in our efforts to end homelessness.

F19. Santa Cruz County lacks an organization that is accountable for tracking the cost of homelessness, allocating funding, and measuring the effectiveness of funding which results in the inability to make progress toward solving the homeless problem.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Currently, there isn't a single organization with this role and responsibility. Capacity to provide this level of analytics is limited at the time. Efforts to build capacity for accountable for tracking the cost of homelessness, allocating funding, and measuring the effectiveness of funding is ongoing.

F21. If underutilized parcels of land throughout Santa Cruz County were identified, such as the area near Coral Street in Santa Cruz, and the parcel adjacent to the County Government Mental Health Building in Watsonville, these parcels could potentially be used to increase the number of beds and services to support the homeless.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

However, Watsonville City Council has no jurisdiction over Coral Street site in Santa Cruz or County owned property within Watsonville City limits. We defer to City of Santa Cruz and County of Santa Cruz to decide. In general, underutilized parcels could be considered to increase the numbers of beds and services to support the homeless.

Recommendations

R3. By December 31, 2020, the Santa Cruz Administrative Officer (CAO) and Cities should create a Community Task Force that includes City Managers, nonprofit leaders, former homeless individuals, media personnel, community members, and political leaders to create good will, and encourage collaboration in solving homeless issues. (F3, F4)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

There is no existing plan to establish a Community Task Force. Governance work is ongoing. A Commission with participation is under consideration. An interjurisdictional community task force is not under discussion at this time. Jurisdictions are partnering on immediate need matters through the COVID-19 Shelter and Care Taskforce (limited scope to COVID response).

R4. Santa Cruz County and Cities should collaborate to develop a JPA that would be responsible for setting short and long term goals to reduce homelessness, measuring the cost of homelessness, allocating funding, and tracking the effectiveness of funding, by July 1, 2021. (F5, F6, F19)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

_X_ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

A JPA is not feasible at this time. A governance structure is being developed.

On August 4, 2020, the County Board of Supervisors approved a Santa Cruz County Homeless System Planning Six-Month Work Plan Draft (attached) and directed County staff to coordinate with local municipalities and community partners for further consideration and implementation. The six-month work plan reflects the primary strategies and activities planned for the community-wide homelessness response for the period from July to December 2020. The first six-month work plan for the Homeless Response System includes 6 goals, the 6th of which, includes standing up a new governance, planning, evaluation, and communications structure.

The County staff initiated work to consider a governance framework developed by the Focus Strategies Governance work group to develop a proposed homeless commission structure, define the legal structure for the new commission, and identify the structural and legal relationship between the new commission structure and the existing continuum of care (CoC) governance.

The attached six-month work plan has yet to be presented to local cities but staff from the cities of Watsonville and Santa Cruz have participated in the plan's development. The work plan sets October 2020 as the target date for completing creation of a new homeless system governance entity charter and legal structure.

R6. The Santa Cruz County Administrative Officer (CAO) and the County's City Managers should identify parcels of land within their jurisdictions that could be utilized to supply homeless services and/or temporary or permanent housing, and report such sites to their governing bodies by December 31, 2020. (F9, F21)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

_X_ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

In 2018, the City adopted Watsonville Municipal Code Chapter 14-43 (Emergency Shelters) to provide objective standards for the development of Emergency Shelters for housing the homeless in the City. In addition, the City modified the allowed uses in the N/PF (Institutional/Public Facilities) Zoning district to allow Emergency Shelters by-right. This zoning district encompasses approximately 416 acres and allows for a variety of the PF and N Districts is to clearly separate the development standards and land use regulations for public facilities owned and operated by City and County government agencies with uses that are available to the public but are either privately owned or operated by state and federal agencies. The parcels identified with these two zoning designations are clearly identified on the City's Zoning Map.

R9. By December 31, 2020, the City of Santa Cruz should evaluate whether closing Coral Street permanently to thru traffic, to make more space available for additional housing and services for the homeless, would be a viable option. (F13)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

This is not within the jurisdiction of the City of Watsonville.

R10. Beginning in December of 2020, the Santa Cruz County Administrative Officer and the County's City Managers should direct their agencies involved with homelessness to engage with local business leaders including Chambers of Commerce, to collaborate on innovative solutions that could reduce the number of homeless. (F14)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

__ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

There has been engagement with business leaders with limited results. More engagement from local business leaders is welcome to support the City efforts to address homelessness. The City is currently participating in the development of the Focus Strategies Strategic Plan to develop a County Wide System to support innovative solutions that could reduce the number of homeless. Business engagement will occur as part of implementing the Strategic Plan.

R12. By December 31, 2020, the Santa Cruz County Board of Supervisors and the County's City Managers should direct appropriate agencies and staff to implement a city and county wide safe parking program using the successful model of the Association of Faith Communities (AFC). This should include investigating whether college campus parking lots could be incorporated into this program. (F16)

__X__ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Safe Parking Program has been implemented county-wide and utilizes City of Santa Cruz and is currently expanding to some County lots. College campuses have been engaged in the conversation to establish this program and it was reported that they are not interested at this time.

R13. Santa Cruz County and Cities should coordinate a retreat for all Faith Based Organizations (FBOs) in the County to collaborate on how to work cohesively on the issue of homelessness. (F17)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

FBOs do collaborate through existing associations and ongoing efforts providing supportive services to individuals experiencing homelessness. Cities and County welcome participation in an FBO organized and hosted event should they decide to put one together.

R18. Santa Cruz County should create a 24-hour mobile crisis response unit that includes medical staff and an experienced crisis worker to respond to emergency 911 calls and non-emergency police calls that do not involve legal issues or threats of violence. The Santa Cruz County Board of Supervisors should work with the County's law enforcement agencies to identify funds in their budgets that could be allocated to this program. The Grand Jury recommends the County consider using CAHOOTS (Crisis Assistance Helping Out On The Streets) in Eugene, Oregon as a model. (F13)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The Watsonville Police Department (WPD) agrees that Santa Cruz County should create a 24-hour mobile crisis response unit that includes medical staff and an experienced crisis worker to respond to emergency 911 calls and non-emergency police calls which require specific training and expertise not possessed by law enforcement. The 24-hour mobile crisis response unit should also be available when requested by law enforcement to respond and assist at calls involving the threat of violence to enhance the potential for a peaceful resolution. The WPD looks forward to working with the Santa Cruz County Board of Supervisors to identify county-wide funding in support of this program.

Penal Code §933.05

1. For Purposes of subdivision (b) of §933, as to each Grand Jury finding, the responding person or entity shall indicate one of the following:
    a. the respondent agrees with the finding,
    b. the respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
2. For purpose of subdivision (b) of §933, as to each Grand Jury recommendation, the responding person shall report one of the following actions:
    a. the recommendation has been implemented, with a summary regarding the implemented action,
    b. the recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation,
    c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
    d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

SANTA CRUZ COUNTY HOMELESS SYSTEM PLANNING

DRAFT SIX-MONTH WORK PLAN: JULY TO DECEMBER 2020

This six-month work plan reflects the primary strategies and activities planned for the community-wide Santa Cruz homelessness response for the period from July to December 2020. It includes work already underway and planned to launch in this time period to support a more systematic and coordinated response to homelessness. The overall vision is to be data-informed and responsive to the immediate and anticipated needs driven by COVID-19 while focused on ensuring that all people experiencing homelessness have a pathway to housing. The work plan is not limited to strategies being undertaken by any particular jurisdiction, organization, or program. Rather, it brings together different work streams managed by different assigned lead entities into a single coordinated plan, using a Collective Impact approach. Due to the significant impact of COVID-19 on people and programs related to the homelessness, much of the work anticipated in this period has been initiated and managed by the Shelter and Care DOC.

The Plan is organized around six goals:

- Goal 1: Stand Up New Governance, Planning, Evaluation, and Planning Structure
- Goal 2: Develop and Implement Rehousing Strategy for People in Shelter and Unsheltered
- Goal 3: Expand Availability of Housing Resources Targeted to People Experiencing Homelessness
- Goal 4: Stabilize and Strengthen the Shelter System, Building Upon Lessons Learned and Preserving Gains from COVID-19 Response
- Goal 5: Continue to Improve Availability and Effectiveness of Solutions-Oriented Outreach and Support Services for People Who Are Unsheltered
- Goal 6: Implement Diversion and Targeted Prevention to Reduce Rate at Which People Newly Experience Homelessness

This six-month work plan will be integrated into and inform the development of the Three-Year Strategic Action Plan to reduce homelessness currently under development. The Action Plan will be organized around a similar or same set of goals, with activities identified along a longer time horizon. Future six-month work plans will be developed after the Action Plan is adopted to reflect the community's final adopted goals and priorities and modifications to the template will be made to reflect those decisions.

GOAL 1: STAND UP NEW GOVERNANCE, PLANNING, EVALUATION, AND COMMUNICATIONS STRUCTURE			
Outcomes			**Method for Tracking**
New homeless system governance structure is legally defined			N/A
HSD homelessness division created			N/A
Strategy 1.1 Create charter and legal structure for new homeless system governance entity			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
1.1.a.	Define legal structure for Homelessness Commission	County Council/Elissa Benson	October 2020
1.1.b	Determine opportunities for alignment between new legal structure and existing HAP and identify change management/transition path for HAP to new CoC structure	Randy Morris/Rayne Perez/Focus Strategies	October 2020
1.1.c	Determine CTAC legal status and structure; decide on work group areas; ensure there is a plan for how CTAC/work groups would make recommendations re: funding sources (CoC, ESG, HEAP, HHAP)	Randy Morris/Rayne Perez/Focus Strategies	October 2020
Strategy 1.2 Create new homelessness response division within HSD			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
1.2.a.	Hire Director	Randy Morris	
1.2.b	Determine internal organizational design for new homelessness Division (staffing levels needed, staff roles, etc.)	Randy Morris	
1.2.c	Shift HMIS system management from CTA to new homelessness division	Randy Morris and Rayne Perez	October 2020
1.2.d	Develop external communication strategy for new homelessness division - e.g. website, newsletter, provider update calls	Randy Morris	
1.2.e	Transfer HSCO budget to HSD	Elissa Benson and Randy Morris	
Strategy 1.3 Begin to develop performance reports to be used by new Division and governance structure			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
1.3.a.	Identify performance reports needed for monitoring key system level indicators and progress towards achieving objectives in work plan/action plan		
1.3.b	Develop and run performance reports to monitor key indicators and progress towards accomplishing work plan and action plan objectives		
1.3.c	Build review cycle that includes appropriate leadership and feedback loops for suggested performance improvement activities and policy modifications		

Strategy 1.4 Increase HMIS Participation and Improve Data Quality			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
1.4.a.	Continue to train and provide support to new and existing shelter sites to ensure consistent and accurate HMIS data entry		
1.4.b.	Continue HMIS/outreach work group to develop and implement plan to enter outreach data in HMIS	HSD/Focus Strategies	
Strategy 1.5 Maintain ability to respond rapidly to homelessness even as COVID-19 wanes			
	Objective/Activity	**Objective/Activity**	**Objective/Activity**
1.5.a.	Evaluate how to transition Shelter and Care DOC policy team to non-ICS ongoing operational group to coordinate ongoing and emerging work responding to COVID-19.	Randy Morris/New Homelessness Director	Ongoing

GOAL 2: DEVELOP AND IMPLEMENT REHOUSING STRATEGY FOR PEOPLE IN SHELTER AND UNSHELTERED (INCLUDING PRIORITY FOR THOSE VULNERABLE TO COVID-19)	
Outcomes	**Method for Tracking**
[xx] people in non-congregate shelter exit to housing	HMIS
[xx] people in congregate shelter exit to housing	HMIS
[xx] unsheltered people enter shelter	HMIS

Strategy 2.1 Develop services and supports to help people move from shelter to permanent housing			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
2.1.a	Develop a standardized model for providing advocacy/case management to provide rehousing services for residents in shelters that do not have dedicated staff for this activity		
2.1.b	Complete development of and implement Coordinated Care housing program (named Home Sweet Home) for targeted pilot shelters	Tatiana Brennan, Leslie Goodfriend, and Jessica Scheiner	
2.1.c	Develop and implement source of flexible funding to help people exit shelter and unsheltered locations to housing (this would also be available as part of Diversion, see Goal 6).	Rayne Perez and Tom Stagg	October 2020
2.1.d	Modify Smart Path criteria to prioritize P1-P4 for openings in RRH and PSH	Jessica Scheiner	August 2020
2.1.e	Continue to work with Santa Cruz Community Credit Union on pilot project that enables people experiencing homelessness to have a bank account		

2.1.f	Consider developing a financial literacy/education program specifically targeted to and accessible for people who are experiencing homelessness		
Strategy 2.2 Increase effectiveness of rapid re-housing programs – improved outcomes and cost-effectiveness			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
2.2.a	Develop local RRH operational standards aligned with national best practices	Jessica Scheiner	
2.2.b	Identify capacity building and training needs for RRH programs and staff to align to local standards	Jessica Scheiner	
2.2.c	Begin development of the infrastructure for regular reporting on RRH outcomes to identified leadership for tracking and monitoring	Jessica Scheiner & Business Analytics Team	
2.2.d	Begin investigating resources/approaches for incorporating employment opportunities, Workforce Investment Board, job training, etc.	Jessica Scheiner	
2.2.e	Explore strategies for expediting referrals to RRH from SmartPath	Jessica Scheiner	

GOAL 3: EXPAND AVAILABILITY OF HOUSING RESOURCES TARGETED TO PEOPLE EXPERIENCING HOMELESSNESS			
Outcomes		**Method for Tracking**	
[xx] new rapid rehousing slots created		HMIS/HIC	
[xx] new PSH units created through acquisition of existing hotels or other structures		HMIS/HIC	
Strategy 3.1 Increase inventory of rapid re-housing			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
3.1.a	Assess/analyze how much more RRH is needed	Focus Strategies	
3.1.b	Fund additional program slots in existing RRH programs, including funding for rent subsidies and case management	CAO	
Strategy 3.2 Acquire hotels or other buildings to create permanent housing for people experiencing homelessness			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
3.2.a	Inventory available funding sources, including new State resources	Rayne Perez	
3.2.b	Identify hotels/other buildings and assess interest in acquisition	Elissa Benson	
Strategy 3.3 Create program or approach to conduct landlord outreach and engagement			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
3.3.a	Review previous work on landlord outreach and engagement and explore potential partnerships (e.g. with Housing Authority)	Jessica Scheiner, Rayne Perez, Brooke Newman	

GOAL 4: STABILIZE AND STRENGTHEN THE SHELTER SYSTEM, BUILDING UPON LESSONS LEARNED AND PRESERVING GAINS FROM COVID-19 RESPONSE			
Outcomes			**Method for Tracking**
Maintain ongoing daily capacity of [xx] beds in existing congregate shelter			Daily Shelter Tracking System
Maintain ongoing daily capacity of [xx] beds in existing non-congregate shelter			Daily Shelter Tracking System
Maintain ongoing daily capacity of [xx] beds in TAY shelter			Daily Shelter Tracking System
Add [xx] HOSS+ beds			Daily Shelter Tracking System
Strategy 4.1 Use data to manage size of shelter bed inventory			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
4.1.a	Work with Focus Strategies to develop a tool or methodology to estimate shelter bed needs using system flow data (entries, exits, lengths of stay), to be used on an ongoing basis to inform decisions about increasing or reducing shelter inventory.		
4.1.b.	Continue to implement and refine as needed a process for real-time data collection on shelter bed use and availability		
Strategy 4.2 Manage inflow into shelter and prioritize people most vulnerable to COVID-19			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
4.2.a	Maintain and refine centralized referral process for shelter access		
Strategy 4.3 Stand up and maintain new shelters			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
4.3.a	Plan and prepare for Homeless Outreach Support Sites Plus, including pallet shelters and organized encampments		
4.3.b	Fully stand up and maintain operations of new TAY shelter and new site for trailers when SIP order ends		
Strategy 4.4 Ensure all shelter environments are safe, compliant with directives relating to COVID-19, and operating in alignment with principles of housing first, trauma informed care, harm reduction and client-centered services			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
4.4.a	Find a way to re-initiate site visits to existing shelters by public health nurses or other medical field by August		August 2020
4.4.b	Demobilize or modify SIP operations while maintaining safety		
4.4.c	Provide trainings, tools and resources for dealing with challenging clients		

4.4.d	Coordinate with Behavioral Health for resources for shelter residents and to support staff at shelters		
4.4.e	Provide resources and support to Armory Expansion, ensure site operations are fully functional		
4.4.f	Explore alternatives to allow SIP operations to continue at AFC shelters starting in August		August 2020
Strategy 4.5 Maintain and improve cross-shelter coordination and peer learning			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
4.5.a	Transition weekly shelter provider call to bi-weekly or monthly virtual meeting to continue sharing information and identify areas to work together		July 2020
4.5.b	Continue to use PDSA process with shelter provider group to evaluate and make changes to processes that have been implemented to address COVID-19 in shelters		
4.5.c	Continue to support and evaluate purpose and functioning of group		
Strategy 4.6 Establish ongoing coordinated oversight for the shelter system			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
4.6.a	Explore options for a more robust structure for coordinated shelter oversight		

GOAL 5: CONTINUE TO IMPROVE AVAILABILITY AND EFFECTIVENESS OF SOLUTIONS-ORIENTED OUTREACH AND SUPPORT SERVICES FOR PEOPLE WHO ARE UNSHELTERED, BUILDING UPON LESSONS LEARNED AND PRESERVING GAINS FROM COVID-19 RESPONSE	
Outcomes	**Method for Tracking**
[xx] people who engage with outreach teams and/or HOSS access shelter or housing	HMIS?
[xx] outreach events in specified time frame	

Strategy 5.1 Continue to expand and refine Homeless Outreach and Service Sites (HOSS)			
Objective/Activity		**Assigned Lead**	**Target Completion Date**
5.1.a	Implement mobile outreach throughout the County, strategically fill gaps to ensure geographic coverage		
5.1.d	Maintain and grow the current interdisciplinary/interagency teams (teams should have more than one person, one area of expertise)		
5.1.e	Maintain budget for supplying safe camping supplies		
5.1.f	Coordinate/work with other service systems (e.g., sober living, treatment programs) to ensure referrals to service are not log-jammed as a result of COVID policies and practices		

Strategy 5.2 Continue to improve integration of outreach with the rest of the homeless system			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
5.2.a	Maintain sufficient shelter resources for unsheltered people to be referred to and ensure that outreach workers are kept up to date on shelter bed openings and current shelter referral processes		
5.2.b	Develop approach/policy for how outreach workers can share information to collectively case manage people within the constraints of each organization's privacy and security protocols		

GOAL 6: IMPLEMENT DIVERSION AND TARGETED PREVENTION TO REDUCE RATE AT WHICH PEOPLE NEWLY EXPERIENCE HOMELESSNESS			
Outcomes		**Method for Tracking**	
[xx] assessors trained to do diversion conversations			
Successful diversions conversations and assistance – (start at 20%)		HMIS	
Whether people diverted return to homelessness		HMIS	
Strategy 6.1 Implement Smart Path Diversion Plan			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
6.1.a	Identify resources for implementing diversion within Smart Path (including integration of Flex Funds project – See Goal 2)	Jessica Scheiner	September 2020
6.1.b	Develop diversion policies and develop and implement training plan	Jessica Scheiner	November 2020
6.1.c	Launch the learning community	Jessica Scheiner	November 2020
6.1.d	Design method for tracking diversion outcomes in HMIS and implement	Rayne Perez and Bitfocus	November 2020
Strategy 6.2 Coordinate with other community and mainstream entities to provide prevention assistance outside the homelessness response system			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
6.2.a	Work with Community Action Board (CAB) to identify funding for rental assistance in South County as rent moratorium expires		
Strategy 6.3 Develop a clear model of who gets prevention assistance and what prevention assistance means			
	Objective/Activity	**Assigned Lead**	**Target Completion Date**
6.3.a	Pull together information and research on prevention targeting and design in light of COVID and develop recommendations for an interim model	Jessica Scheiner	By End of Moratorium
6.3.c	Identify additional funding		By End of Moratorium

Sample Detailed Plan

- There will be one table for each objective/activity.
- Assigned Leads will be responsible for developing and updating implementation steps.
- Some objectives already have steps identified.

Strategy 2.1 Develop services and supports to help people move from shelter to permanent housing					
Objective/Activity			**Assigned Lead**	**Target Completion Date**	**Cost/Funding Source**
2.1.b. Complete development of and implement Coordinated Care housing program (named Home Sweet Home) for targeted pilot shelters			Leslie, Jessica, Tatiana		
Implementation Steps:					
	1	2	3	4	5
Step	Develop logic model	Identify available staff to support	Identify funding source	Launch program	Evaluate using PDSA and prepare for expansion
Status					

The 2019–2020 Santa Cruz County Civil Grand Jury

Requires that the

Watsonville City Council

Respond to the Findings and Recommendations

Specified in the Report Titled

Fire and Safety Inspections in Santa Cruz County

by September 23, 2020

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

   The Honorable Judge John Gallagher
   Santa Cruz Courthouse
   701 Ocean St.
   Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included below) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
    a. **AGREE** with the Finding, or
    b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
    c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
    a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
    b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
    c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
    d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

Validation

Date of governing body's response approval: _____

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F2. The City of Watsonville Fire Department has not adequately inspected all schools, hotels, apartments, and licensed residential care facilities for fire and safety per California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b).

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

Watsonville Fire Department continues to work towards achieving full compliance of all mandated occupancies as required by the California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). The Watsonville Fire Department has continually increased the amount of completed mandated inspections each year. The Department is committed towards increasing the amount of inspections as we work towards achieving 100% compliance. However, in the Grand Jury report, we did find discrepancies between the number of schools, hotels, apartments, and licensed residential care facilities reported by the Grand Jury and what Watsonville Fire Department has on record. For example, The Grand Jury Report states in its report that Watsonville Fire Department in 2019 failed to inspect seven of its 21 schools. However, there is a discrepancy in the number of schools on record of the Watsonville Fire Department versus those in the report. The Department has 19 schools on record, of which 17 were inspected and are in compliance. Furthermore, two of the seven schools shown out of compliance on the Grand Jury report, Pajaro Middle School and Calabasas Elementary School, are outside the City of Watsonville and one is in Monterey County; therefore, both are outside the jurisdiction of the Watsonville Fire Department. The other two schools, E.A. Hall and T.S.Macquidy Elementary , were not inspected in 2019, but they have been inspected in the past and will be inspected in future years.

The Grand Jury Report also states that Watsonville Fire Department has 42 identified apartments and inspected 29 in 2019. Department records for 2019, indicate, that we have 99 apartments in the City of Watsonville and 75 of those were inspected that same year with a total of 24 apartments uninspected.

Regardless of the discrepancies between department records and the Grand Jury report, Watsonville Fire Department is committed towards gaining full compliance of all annually mandated inspections specified in the California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). In 2020, despite of the pandemic and challenges with in-person activities the Department is on track to complete all required inspections.

F5. Fire Agencies serving the incorporated and unincorporated areas of Santa Cruz County have not adequately reported inspection performance and the inherent risk associated with a performance gap to residents and leadership external to the governing body.

_x_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

F6. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County would benefit by sharing technology and processes and at times personnel, in fulfilling fire inspection requirements.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville Fire Department participates in a county wide Fire Prevention Officers Association that regularly meets once a month. The goal of the association is to share technology, address fire prevention issues such as code enforcement, review, develop, and adopt standards as they relate to the County of Santa Cruz.

The Watsonville Fire Department is currently facing staffing issues. These issues include staffing of our fire prevention division. The sharing of personnel is not a realistic option for our County fire departments. As with our auto and mutual aid agreements, there is a level of reciprocity that is expected when providing these types of support and assistance to neighboring jurisdictions which have an associated cost to it. Our Fire Department is not in a position to reciprocate any personnel support provided by neighboring agencies for fire and life safety inspections.

F7. Reporting gaps in fire inspection performance to a governing body annually at a time when that governing body is completing its budgeting process makes making budget adjustments prior to budget adoption unnecessarily challenging and may result in delay.

_X_ AGREE

___ PARTIALLY DISAGREE – explain the disputed portion

___ DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

Recommendations

R1. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should comply, as soon as possible, with state health codes for fire and safety inspections and reporting. Specifically, California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). (F1, F2, F3, F4, F8)

_X_ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Watsonville Fire Department has conducted an analysis of all mandated inspections specified under California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). Occupancies that fall under the Health and Safety code for inspection have been identified and will be inspected by the end of 2020. Watsonville Fire Department is committed to reaching full compliance with the requirements of the Health and Safety Code.

R2. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should, as soon as possible, ensure inspection plans reflect all facilities that fall under California Health and Safety Code sections 13146.2, 13156.3, and 171921(b). (F1, F2, F3, F4, F5,F8)

__X__ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

Under our current plan, we have identified all mandated occupancies that fall under California Health and Safety Code sections 13146.2, 13146.3, 13146.4, and 171921(b). We began inspections of those occupancies prior to the request from the Grand Jury and will continue to work towards compliance with the requirements of the Health and Safety Code.

R3. Fire agencies serving the incorporated and unincorporated areas of Santa Cruz County should, by January 2021, publish a summary of annual inspection findings on their websites. (F1, F2, F3, F4, F5, F7, F8)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

_X_ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

As part of our fire inspection plan, we will provide a summary of our annual inspection report on our website that will also include our Self Inspection Program data which is not mandated by the California Health and Safety code. Publishing of the data on the City's website will take place by January, 2021. At which time, reported data will be for inspections completed during calendar year 2020.

R4. The County of Santa Cruz and the City Fire Departments in the County should notify appropriate County or City leadership of the resources necessary to be compliant with inspection requirements early enough to be addressed during the agency's annual budgeting process. (F7)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

__X__ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The Watsonville Fire Department plans is to provide our City Council with an update on the status of our inspection program progress and any potential needed resources by the mid-year budget review.

R5. The County and City fire agencies should amend their mutual aid agreements to provide for sharing of technology and inspection resources by June 30, 2021. (F6)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

As stated previously in (F6) there is a level of reciprocity that is expected when providing these types of support and assistance to neighboring jurisdictions which have an associated personnel cost to it. Watsonville Fire Department is not in a position to reciprocate any personnel support provided by neighboring agencies for safety inspections. In other areas of operation, Fire agencies in the County have strong mutual aid agreements that ensure the safety of all county residents. Equipment, technology, training and strategies are often shared by agencies across the County.

Penal Code §933.05

1. For Purposes of subdivision (b) of §933, as to each Grand Jury finding, the responding person or entity shall indicate one of the following:
    a. the respondent agrees with the finding,
    b. the respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
2. For purpose of subdivision (b) of §933, as to each Grand Jury recommendation, the responding person shall report one of the following actions:
    a. the recommendation has been implemented, with a summary regarding the implemented action,
    b. the recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation,
    c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
    d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

The 2019–2020 Santa Cruz County Civil Grand Jury

Requests that the

City Manager of Watsonville

Respond to the Findings and Recommendations

Specified in the Report Titled

The Tangled Web

Oh, What a Mangled Web We Weave...

by September 14, 2020

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

   The Honorable Judge John Gallagher
   Santa Cruz Courthouse
   701 Ocean St.
   Santa Cruz, CA 95060

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    b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
    c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
    d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F1. County and City website information is sometimes missing, out-of-date, and inaccurate; links may be broken. Thus, many city and county departments aren't updating their websites often enough to keep citizens informed.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City of Watsonville entered into a contract with CivicPlus Website on April, 25, 2016 with the goal to redesign and rebuild the City's Website. Every page of the Website was then reviewed for accuracy and relevant content. New graphic designs were developed, content was reviewed and redacted, new modules were built and clean data was imported from the previous Website. The contract stipulates that upon completion of site development the City staff will assume responsibility for website content maintenance and administration. In order to do so, the City established a decentralized management system of the website in which each City department is responsible for maintaining relevant content and information on the website. At the onset of the project, two to three department employees received extensive website management training from CivicPlus. The design and content migration process of the new website (current) took 11 months. The new website was launched live on May 3, 2017, and per CivicPlus contract all links and content were in good working order.

The content of each department's subpage is managed by these employees as part of their other regular duties. Over time, several of the trained employees have either left the City or have been reassigned to new jobs and much of the knowledge based developed during the transition has been lost due to job attrition. The City's contract with Civic Plus includes a website refresh every two years. During the refresh all links are reviewed, content is updated and old information is removed. The City is now due for a content refresh per the CivicPlus contract; however, given the COVID-19 pandemic, this process was delayed until early next year.

Content management at the Department level, using Department employees is a cost effective and efficient manner of maintaining the City's website. The City will continue to use this decentralized website management model and keep the refresh contract with CivicPlus.

Each of employees assigned to maintain and update the website do their best to display the most current information on each Departmental website. The website contains a report that shows broken links. This report is run every month and that information is given to those employees assigned to the maintenance of the website and updates are made when necessary or when they are flagged. Broken links or out-of-date data are hard to notice and can only be fixed if they are brought to their attention.

F2. County and City administrations lack a process to review content accuracy and currency and thereby assure timely correction and revision of content.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

The City does have a process to review content and assures that the majority of content displayed is accurate. We try to ensure there is no unapproved content on the website by limiting the number of employees who have access to make such updates. Anytime inaccurate information is found or reported, it is updated as soon as possible. As explained on F1, the City has a process to periodically perform a major update and refresh of the content in which major issues not identified during monthly checks are addressed.

F3. County and City goals for website redesign or quality improvement are not sufficiently "SMART": Specific + Measurable + Attainable + Relevant + Time-Bound.

___ **AGREE**

_X_ **PARTIALLY DISAGREE** – explain the disputed portion

___ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

We believe that the City does have SMART goals in place for website redesign and quality improvement. Our current contract with CivicPlus, the company that designed our website, has a website redesign option set in place to take effect this year. We have already begun gathering ideas as to what we will be requesting with this redesign. The two years since the current website was built and went live, has given enough time and information to see what is working and what is not working.

By running a traffic report, we will be able to determine which pages need to be retired based on the number of visits; this will make our website simpler and more relevant. The main thing that will come with this redesign will be a simpler website, easier to maintain with the limited staffing we have available.

In order to ensure the website was relevant and offered the best customer service tool for our residents, at the time of building the City's current website, each department tracked phone calls and requests from the public for two weeks to identify frequently asked questions and information requested. The goal was to identify what information was regularly being requested so we can make that information readily available on our website.

The City's website committee, composed by employees of all City Departments, also identified goals for the website which were:

- Information should be easy to find, with as few clicks as possible
- Ability to manage content individually and keep current
- Ease of use for both staff and the community
- Interactive features
- Engage the community
- Build equity in the community
- Reduce workload of staff
- Improve perception of Watsonville
- Translatable into Spanish
- Must be mobile device friendly
- Easy to use and find information
- No clutter!
- Visually pleasing to the eye
- Provide the residents, business owners, and visitors with tools to expedite requests, answer questions and disseminate information

F5. County and City website content providers do not provide an explanation in content for incorrect or out-of-date information, even though they appear to know the reasons.

___ **AGREE**

___ **PARTIALLY DISAGREE** – explain the disputed portion

_X_ **DISAGREE** – explain why

Response explanation (required for a response other than **Agree**):

When the City becomes aware of incorrect or out of date information on the website, it is corrected. We don't believe there is any piece of inaccurate information being displayed to the public which we are aware of and have not taken the steps to correct it.

New tools continue to be developed and with the refresh of our website we will have the ability to implement and retrain staff with the latest maintenance tools available.

Recommendations

R1. The County Administrative Officer and the City Managers should establish a formal process by December 31, 2020 for their departments to validate and verify the accuracy and currency of website information. (F1, F2, F5)

__X__ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The process to validate and verify accuracy and currency of website information is in place. At this time, the City does not have the ability to assign someone the full-time duty of managing the whole city website in order to be updated more than once a month. As we begin work on the redesign, irrelevant content will be removed. The resulting simpler website will be easier to manage with the staff hours we have available to work on the maintenance and upkeep of the website.

R2. The County Administrative Officer and the City Managers should establish a protocol to be exercised quarterly, beginning January 2021, which requires department heads to confirm via documentation (initial a spreadsheet, for example) that they have verified the accuracy of their department's web information (F1, F2, F3)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

___ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

_X_ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

The City website will be fully refreshed and streamlined in just a few months. The refresh was programmed for earlier this year, but it was delayed due to the pandemic.

With new technology available for our website, staff will continue to run monthly updates to capture content that needs to be updated or removed. Department Directors oversee the work of assigned employees who work on the website.

R3. The County Administrative Officer and the City Managers should establish 'SMART' goals for website quality assurance and manage these goals beginning in 2021. (F3, F4, F5)

___ **HAS BEEN IMPLEMENTED** – summarize what has been done

__X__ **HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe

___ **REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)

___ **WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

As explained above, a system is already in place. Based on the complexity of the website and the staff hours available to manage it, certain content and/or broken links may not be caught as quickly as we would like them to.

We are certain that with the website redesign, already in place for early 2021, this system that is already in place, will be more effective as a simpler website will allow for better use of staff time and simplify the maintenance of relevant information.

Penal Code §933.05

1. For Purposes of subdivision (b) of §933, as to each Grand Jury finding, the responding person or entity shall indicate one of the following:
    a. the respondent agrees with the finding,
    b. the respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
2. For purpose of subdivision (b) of §933, as to each Grand Jury recommendation, the responding person shall report one of the following actions:
    a. the recommendation has been implemented, with a summary regarding the implemented action,
    b. the recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation,
    c. the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of the publication of the Grand Jury report, or
    d. the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
3. However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a County department headed by an elected officer, both the department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected department head shall address all aspects of the findings or recommendations affecting his or her department.
4. A Grand Jury may request a subject person or entity to come before the Grand Jury for the purpose of reading and discussing the findings of the Grand Jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
5. During an investigation, the Grand Jury shall meet with the subject of that investigation regarding that investigation unless the court, either on its own determination or upon request of the foreperson of the Grand Jury, determines that such a meeting would be detrimental.
6. A Grand Jury shall provide to the affected agency a copy of the portion of the Grand Jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

City of Watsonville
Parks and Community Services

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Nick Calubaquib, Parks and Community Services Director**
Robert Berry, Public Works Project Manager

SUBJECT: **Adopt a Resolution Awarding a Contract to McNabb Construction Inc., dba DK Environmental in the amount of $386,561 for the Watsonville Plaza Restrooms Project PK-20-02 and appropriate $86,561 from the Park Development Fund for the Project**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the Council adopt a Resolution that:

1. Awards the contract for construction for the Watsonville Plaza Restrooms Project PK-20-02 to McNabb Construction Inc. (McNabb") dba DK Environmental in the amount of $386,561, and
2. Authorizes the City Manager to execute all necessary agreements, and
3. Appropriate $86,561 from the Park Development Fund (281) for the project.

DISCUSSION:
On June 23, 2020, the City Council adopted a resolution calling for bids for Watsonville Plaza Restrooms Project PK-20-02. The Engineer's estimate for the project was $400,000. The Plaza lacks permanent restroom facilities, which detracts from the user experience and requires the frequent use of portable restroom units that are unsightly and inadequate for the high volume of Plaza visitors. This project will consist of site improvements, including the installation of permanent restrooms. The work to be completed includes the provision and installation of a two stall, self-cleaning prefabricated restroom buildings (Automated Public Toilet) with a concrete pad that is ADA accessible. Associated work involves site preparation, earthwork, grading, tree protection, storm drainage, utilities, concrete work, electrical, irrigation adjustment and miscellaneous appurtenant work relating to the project site construction.

Bids were opened on August 4, at 11:00 AM. McNabb was the apparent lowest bidder with a bid of $386,561. On August 5, 2020, City staff received a Bid Protest letter from C2

Builders, citing that McNabb (1) failed to provide required subcontractor information, (2) failed to comply with Section 5.7 Lines and Grades Licensing Requirements, and (3) lacked an active registration with the Department of Industrial Relations. Because of this, C2 Builders said McNabb should be disqualified and C2 Builders, being the second next low bidder, should be awarded the project.

McNabb holds an A- General Engineering Contractors License, a B-General Building Contractor License and four C- Specialty sub-contractor licenses.

In a letter dated August 10, 2020, the City rejected C2 Builders' bid protest. The reasons were : (1) City staff reviewed McNabb Construction Licenses on the California State Licensing Board website and verified the projects on the bidder's experience list submitted with the bid, and found them acceptable. McNabb said it would perform all required work on the project with their own forces. The purchase of the prefabricated restroom unit does not need to be listed, as it is a material purchase. (2) Licensed Surveyors and Civil Engineers are professional engineers and not members of the building trades. As such, they do not need to be listed as a proposed subcontractor. (3) The General Provisions and the Notice Inviting Sealed Bids clearly state that "*it shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded."* Staff will ensure compliance with this requirement prior to contract award.

Staff recommends lowest bidder McNabb for approval by the Council. McNabb submitted the lowest qualifying bid and possesses extensive prior experience installing prefabricated restroom units. The summary of the bids received are as follows:

Company	**Company Headquarters**	**Bid Amount**
McNabb	Lafayette, CA	$386,561
C2 Builders Inc.	Royal Oaks, CA	$414,500
Premier Builders Inc.	Gilroy, CA	$445,686
Tombleson, Inc.	Salinas, CA	$463,645

STRATEGIC PLAN:

The Council's adoption of this resolution is consistent with the Council's priorities of:

- Infrastructure & Environment (Deferred Asset Management, Long-Range Capital Improvement Plan) by the improvement of community assets and planning for preventative maintenance; and
- Community Engagement & Well-Being (Parks and Community Services, Youth Activities & Programs) by improving the quality of life for residents by advancing our community's parks.

FINANCIAL IMPACT:

The Engineer's Estimate for this project was $400,000. The lowest bid received was from McNabb in the amount of $386,561. A total of $300,000 has been allocated for this

construction project from a Community Development Block Grant Fund (0205-386-7855-14610, 205-386-7820-14501). An additional $86,561 needs to be appropriated from the Park Development Fund (281) to cover the remaining project cost.

ALTERNATIVES:
The City Council may choose to not award the bid and reject all bids.

ATTACHMENTS:
Plans are available in the City Clerk's Office.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING $386,561 BID TO MCNABB CONSTRUCTION, INC., A CORPORATION, DBA DK ENVIRONMENTAL, FOR THE WATSONVILLE PLAZA RESTROOMS PROJECT NO. PK-20-02, AND AUTHORIZING $86,561 BUDGET APPROPRIATION FROM THE PARK DEVELOPMENT FUND (ESTIMATED COST OF $400,000: $386,561 WILL BE FUNDED FROM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, $86,561 WILL BE FUNDED FROM THE PARK DEVELOPMENT FUND)

WHEREAS, Resolution No. 97-20 (CM) adopted by the City Council of the City of Watsonville on June 23, 2020, approved plans and specifications and authorized calling for bids for the Watsonville Plaza Restrooms Project, No. PK-20-02; and

WHEREAS, the bids received for the Watsonville Plaza Restrooms Project, No. PK-20-02, were opened in the "Old City Council Chambers", City Hall, 250 Main Street, Watsonville, California, on Tuesday, August 4, 2020, at 11:00 A.M., and later tabulated by the Purchasing Officer for the consideration of the City Manager and submission to the City Council; and

WHEREAS, on August 5, 2020, the City received a letter from C2 Builders, protesting the bid of McNabb Construction; and

WHEREAS, based on the information submitted by McNabb Construction, the City of Watsonville denied C2 Builder's protest of the bid; and

WHEREAS, the City Manager has recommended that the bid from McNabb Construction, Inc., a corporation, dba DK Environmental [Contractor License #728118], for the Watsonville Plaza Restrooms Project, No. PK-20-02, in the amount of $386,561, be accepted as the low responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the bid of McNabb Construction, Inc. a corporation, dba DK Environmental, for the Watsonville Plaza Restrooms Project, No. PK-20-02, in the amount of $386,561 be accepted, and the execution of a contract by the City Manager is hereby authorized.

2. That the budget appropriation of $86,561 from the Park Development Fund [0281] is hereby authorized.

3. That all other bids are hereby rejected.

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City of Watsonville
Public Works & Utilities Department

M E M O R A N D U M

DATE: **August 10, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works & Utilities**
Maria Esther Rodriguez, Assistant Director
Murray A. Fontes, Principal Engineer

SUBJECT: **Approve construction change order and funding for the City's Rail Trail project for $273,190 for lime treatment of onsite soils and $64,730 in contingency funds from Transportation Development Act (TDA) funds from the Santa Cruz Regional Transportation Commission (RTC)**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council adopt a resolution concerning the City's Monterey Bay Sanctuary Scenic Trail Segment 18 – Ohlone Parkway to Watsonville Slough Trail Trailhead Project, CT-19-02 to:

1) Authorize execution of an additive change order to the contract with the Granite Rock Company, a corporation to provide lime treatment of onsite soils at a cost not to exceed $273,190;
2) Allocate an additional $64,730 to the Project for contingency;
3) Accept and appropriate an additional $337,920 in Transportation Development Act (TDA) funds pending approval from the Santa Cruz County Regional Transportation Commission (RTC) for the lime treatment work;

BACKGROUND:
In 2013, the Santa Cruz County Regional Transportation Commission (RTC) approved the Monterey Bay Sanctuary Scenic Trail Master Plan which called for installation of a trail adjacent to the existing railroad tracks (known as the Rail Trail) that extends the length of the County. The Council approved the Master Plan on October 14, 2014 by Resolution No. 141-14 (CM).

On January 21, 2020, Council approved Resolution No. 1-20 (CM) awarding a $1,451,912.50 construction contract to the Granite Rock Company, a corporation to construct the City's Monterey Bay Sanctuary Scenic Trail Segment 18 – Ohlone Parkway to Watsonville Slough

Trail Trailhead Project, CT-19-02. Segment 18 in phases and this Project is the first phase. Attached is a Phasing Map showing the current and future phases of the Project.

Staff is preparing construction plans, securing permits and easements for construction of the balance of Segment 18. The work was initially scheduled for 2022. However the pandemic, the recession and conditions identified during construction of Phase 1 will likely delay the remaining work.

DISCUSSION:
When construction started, the contractor encountered soils within the Project area that were not suitable as fill beneath the trail because they have high clay content. Lime treating the soil would make it suitable as fill beneath the trail. Because the on-site soils are contaminated, removing them from the Project site would require disposal at a land-fill that accepts contaminated soil and this was found to be cost prohibitive. Staff worked with the rail owner and operator and Pacific Crest Engineering, Inc. the project geotechnical consultant, and the Granite Rock Company to identify a plan to treat the soil.

The cost for the Granite Rock Company to do the lime treat work is $273,190. Staff is requesting an additional $64,730 (24% of the construction cost) in contingency funds, as described in guidelines for City contracts approved with Resolution No. 91-96 (CM). The total is $337,920.

Funding for the soil work will be with Transportation Development Act (TDA) funds. These are collected through a State-wide sales tax and allocated by population and through the Santa Cruz County Regional Transportation Commission (RTC). They are to be used for transportation projects and activities. To receive the funds, the City identifies a project and submits a request to the RTC, which then approves it at a public meeting. Staff submitted an allocation request to the RTC in early August and anticipates it will be considered at the September 3, 2020 RTC meeting. The lime treat work will be done after the allocation is approved by the RTC. If the allocation is not approved, the work will not proceed.

STRATEGIC PLAN:
The project supports Strategic Plan Goal 3 – Infrastructure and Environment as it implements a transportation project that provides pedestrian and bicycle safety.

FINANCIAL IMPACT:
Funding for the lime treat work will be from a $337,920 allocation of TDA funds from the RTC which shall be appropriated in Account Number 0260-336-7820-11085 pending approval from the RTC.

ALTERNATIVES:
None

ATTACHMENTS:
1) Rail Trail Phasing Map

cc: City Attorney

RAIL TRAIL PHASING MAP

Attachment 1
Page 1 of 1

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT CHANGE ORDER NUMBER 3 WITH GRANITE ROCK COMPANY, A CORPORATION, FOR THE MONTEREY BAY SANCTUARY SCENIC TRAIL SEGMENT 18 – OHLONE PARKWAY TO WATSONVILLE SLOUGH TRAIL TRAILHEAD, PROJECT NO. CT-19-02; FOR LIME TREATMENT OF ONSITE SOILS IN AN AMOUNT NOT TO EXCEED $273,190; AUTHORIZING A BUDGET APPROPRIATION OF $337,920 FROM THE ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT TO THE SPECIAL GRANTS FUND; AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

Amends Resolution No. 1-20 (CM)

WHEREAS, on or about January 21, 2020, the City awarded bid of $1,451,912.50 to Granite Rock Company, a corporation, [Contractor's License #22] for the Monterey Bay Sanctuary Scenic Trail Segment 18 – Ohlone Parkway to Watsonville Slough Trail Trailhead, Project No. CT-19-02; and

WHEREAS, this project required two (2) change orders due to additional work for unforeseen conditions, those change orders totaled $108,003.94; and

WHEREAS, Change Order Number 3 will allow for lime treatment of onsite soils; and

WHEREAS, Contract Change Order Number 3 increases contract amount by $273,190.00 (from contract amount prior to this change order of $1,559,916.44 to $1,833,106.44).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That Contract Change Order Number 3 with Granite Rock Company, a corporation, for the Monterey Bay Sanctuary Scenic Trail Segment 18 – Ohlone Parkway

to Watsonville Slough Trail Trailhead, Project No. CT-19-02, increasing the scope of work in an amount not to exceed $273,190, a copy of which Change Order is attached hereto and incorporated herein by this reference, is hereby approved.

2. That the budget appropriation of $337,920 from the Active Transportation Program (ATP) Grant Fund from the Santa Cruz County Regional Transportation Commission to the Special Grants Fund [0260] is hereby approved.

3. That the City Manager be and is hereby authorized and directed to execute Contract Change Order Number 3 on behalf of the City of Watsonville.

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CITY OF WATSONVILLE, DEPARTMENT OF PUBLIC WORKS & UTILITIES

CONTRACT CHANGE ORDER NO. 3 SUPPL. NO. N/A FEDERAL NO.(S) N/A

PROJECT NAME: Monterey Bay Sanctuary Scenic Trail Segment 18 – Ohlone Parkway to Watsonville Slough Trail Trailhead PROJECT NO. CT-19-02

To: Edel Cazares, Project Manager, Granite Rock Company, Contractor

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications. All new work herein described shall be done in accordance with the applicable provisions of the contract plans and specifications, except as specifically modified by this contract change order.

NOTE: This change order is not effective until approved by the Director of Public Works and Utilities.

Change requested by: Murray A. Fontes, Principal Engineer

Description of work: Initial MAF Sheet 1 of 1Sheets

Remove, lime treat and replace existing soil in and around the proposed retaining wall. Lime treatment shall be per the attached 07/10/20 letter from Matt Maciel to Murray Fontes. Cost of the work shall not exceed $273,190 and shall be done per the attached 07/21/20 letter from Edel Cazares to Murray Fontes.

Contractor stopped work to await City direction on 07/13/20, will resume work on 09/08/20 and finish Change Order #3 work on 09/30/20. Total 59 additional working days includes 42 days of stopped work and 17 days to complete change order work.

Change Order	Cost	Percentage	Working Days
Original Contract Amount	1,451,912.50	100.00%	90
Total Previous Change Orders	108,003.94	7.44%	28
Current Contract Amount	1,559,916.44	107.44%	118
Proposed Change Order #3	273,190.00	18.82%	59
Proposed Contract Amount	1,833,106.44	126.25%	177

Estimated Cost ~~Decrease or~~ Increase $273,190

By reason of this order the time of completion will be adjusted as follows: 59 Increase Working Days

Submitted by: Construction Engineer 08/10/20 Date

Approved: Director of Public Works and Utilities Date

Approved: Director of Administrative Services Date

Approved: City Manager Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and accept the prices listed above as full payment for all labor, equipment, materials, overhead and profit required to perform the above described change.

Date Accepted 8/11/2020 Contractor

By CHRIS SVEUM Title CONSTRUCTION MANAGER

July 10, 2020 Project No. 1966.8-SZ81-F54

Mr. Murray Fontes
City of Watsonville
Public Works and Utilities Department
250 Main Street
Watsonville, CA 95076

Subject: **Geotechnical Report Addendum No. 1**
Subgrade Preparation Recommendations for Retaining Wall Spread Footing Foundations
Monterey Bay Sanctuary Scenic Trail – Segment 18
Watsonville, California

References: Geotechnical Investigation for Monterey Bay Sanctuary Scenic Trail – Segment 18, Watsonville, California, prepared by Pacific Crest Engineering, Inc., Project 15127-SZ81-E51, dated September 16, 2016.

Dear Mr. Fontes,

As requested, we recently conducted several site visits to observe the exposed subgrade conditions along the proposed retaining wall/trail alignment. The exposed soils are mainly comprised of a fat clay and sandy fat clay. Based on our observations and our previous laboratory testing we infer that these materials are moderately to highly expansive and have the potential to cause distress and damage to the proposed improvements.

It is our understanding that the design team has requested alternative foundation recommendations for the proposed retaining wall along this portion of the Scenic Trail. Our original report provided design recommendations for a pier supported foundation system, or spread footing foundation system underlain by non-expansive engineered fill. The design team is now requesting geotechnical recommendations for use of the on-site expansive soils as engineered fill beneath a spread footing foundation system. As requested, this addendum letter provides geotechnical design parameters for this earthwork beneath the retaining wall spread footings.

REINFORCED CONCRETE SPREAD FOOTINGS AND ASSOCIATED EARTHWORK

1. As an alternative to the initially proposed pier foundation system, the proposed retaining wall may be founded upon reinforced concrete spread footings designed using the parameters provided in our previous geotechnical report (referenced above) with the exceptions as noted below.

2. Following stripping, the exposed soils within areas planned for spread footing retaining walls should be removed to a minimum depth of 18 inches below bottom of the footing elevation and at least two feet horizontally beyond the footing. This material may also be chemically treated in place.

3. The excavation should then be backfilled with either non-expansive engineered fill that meets the specifications as outlined in our original geotechnical investigation or, chemically treated native soils placed as engineered fill. The chemically treated soils should be treated in accordance with the recommendations provided below.

4. The result should be an 18-inch-thick subgrade section consisting of either non-expansive engineered fill or chemically treated engineered fill. This processed subgrade section should extend a minimum of 2 feet horizontally beyond all foundation elements

5. Chemically treated soil (lime treatment) for use as engineered fill should incorporate the following recommendations:

a. Chemical (lime) treatment should be in accordance with the CALTRANS Standard Specifications, Chapter 24, with following the modifications outlined below.
b. The lime treatment operation should be performed by a specialty contractor who specializes in the chemical treatment of soils. The lime treatment should be performed with the appropriate specialized equipment including metered chemical spreading machines and soil pulverizer machines.
c. The lime chemical used shall be Calcium Oxide ("High Cal – CaO") in un-hydrated dry powdered form. Magnesium Oxide (also known as Dolomitic Quicklime) is not appropriate for use on this project.
d. The soil should be treated with 5% by weight Calcium Oxide powder.
e. The chemically treated material should not include any gravel or rocks over 2 inches in nominal dimension.
f. The mixing of the lime and the native soil must be diligent, thorough, and must completely mix all lime powder into the soil to create a homogenous mixture across the entire treated area. A representative of Pacific Crest Engineering Inc. should observe the mixing process to ensure adequate mixing across the entire treated area and provide further recommendations as necessary.
g. No second-mix lime treated soil shall be placed over first-mix lime treated soil for any reason.
h. Compaction of the second-mix lime treated soil shall take place within 24 hours of the second-mix operation being completed.
i. A curing seal is not necessary.
j. All lime treatment operations must be observed and tested by a representative of Pacific Crest Engineering Inc., to allow us to form an opinion as to the effectiveness of the treatment, the degree of conformance of the work with our recommendations and the project plans and specifications, and to provide further recommendations, as necessary.
k. The addition of lime to the soil elevates the pH of the soil considerably. The landscape architect should be consulted for recommendations regarding the impact to existing trees and plants surrounding the proposed structure and pavement areas, and to develop recommendations for landscaping which will be tolerant of the elevated soil pH.

6. Engineered fill comprised of chemically treated native soils should be placed in maximum 8 inch lifts, before compaction, at a water content which is within 2 to 3 percent of the laboratory optimum value. Lift thickness of chemically treated material may be increased to 18 inches if, and only if, the contractor can demonstrate to the sole satisfaction of Pacific Crest Engineering Inc. that the specified compaction can be obtained with thicker lifts.

7. All chemically treated material should be compacted to 95% of its maximum dry density,

8. Non-expansive engineered fill comprised of native or import soils should be placed in maximum 8 inch lifts, before compaction, at a water content which is at least 1 to 3 percent above the laboratory optimum value and compacted to at least 90 percent of its maximum dry density.

All other geotechnical recommendations presented in the above referenced geotechnical report remain applicable to the project as presently proposed. Please let us know if you have any questions or concerns.

Sincerely,

PACIFIC CREST ENGINEERING INC.

REGISTERED PROFESSIONAL ENGINEER
MATTHEW JOSEPH MACIEL
C 82779
EXP. 9-30-2020
CIVIL
STATE OF CALIFORNIA

Matt Maciel, PE
Associate Civil Engineer
PE 82779 / Expires 9/30/2020

City of Watsonville
Murray Fontes
250 Main Street
Watsonville, CA 95076

July 21st, 2020

Subject: Lump Sum Proposal for Lime Treating

Dear Mr. Fontes,

Graniterock is please to provide this proposal to lime treat around the retaining wall as described in the attached Pacific Crest letter dated July 10, 2020. The total costs for this work is **$273,190** and breaks down as follows:

Labor- $89,019
Equipment- $42,286
Materials- $34,293
Subs- $102,235
Bond- $5,357
Total = $273,190

This scope includes the following:

1) Place mixing table pad
2) Excavate Soil and stockpile, compact bottom of excavation (no scarifying-08/03/20)
3) Spread soil on mixing table for Griffin Soils (Dolomitic Quicklime-08/03/20) to mix
4) Place, grade and compact lime treated soil
5) Provide support for lime treating sub
6) Remove and off-haul lime mixing pad (visqueen and AB)
7) Additional time to dig retaining wall footing through lime
8) Mobilization for equipment
9) Railroad flagger costs to perform work

Exclusions:
Testing, inspections, items not specifically described under the inclusions.

Respectfully,

Edel Cazares
Edel Cazares
Project Manager
Graniterock Company

JOB NAME:
PROPOSAL SUMMARY
(Last Updated 07/18/19)
Graniterock Proposal No:

Labor Surcharge	10%
Labor Mark-Up	33%
Markup Equipment	15%
Markup Materials	15%
Markup Subs	15%

OPERATION	AMOUNT
Operation #001: PLACE VISQUEEN & 6" AB MIXING PAD	$31,148
Operation #002: REMOVE, STOCKPILE AND SPREAD MATERIAL	$32,393
Operation #003: PLACE & COMPACT 1ST LIME TREAT, SPREAD 2ND LIFT- 1 DAY	$18,754
Operation #004: PLACE & COMPACT 2ND LIME TREAT, SPREAD 3RD LIFT- 1 DAY	$17,318
Operation #005: PLACE & COMPACT 3RD LIFT- 1 DAY	$14,545
Operation #006: REMOVE & OFF-HAUL VISQUEEN & 6" AB PAD	$11,716
Operation #007: LIME TREAT SUB, SUPPORT SUB- 6 DAYS	$113,860
Operation #008: MOBILIZE EQUIPMENT	$3,038
Operation #009: RAILROAD FLAGGER	$9,775
Operation #010: ADDITIONAL TIME TO EXCAVATE WALL THROUGH LIME- 3 DAYS	$15,286
Operation #011:	$0
Operation #012:	$0
Operation #013:	$0
Operation #014:	$0
Operation #015:	$0
Operation #016:	$0
Operation #017:	$0
Operation #018:	$0
Operation #019:	$0
Operation #020:	$0

Bond Costs	$5,357

TOTAL	**$273,190**

Labor Subtotal	$89,019.37
Equipment Subtotal	$42,285.68
Materials Subtotal	$34,293.00
Subs Subtotal	$102,235.00
Grand Total	$267,833.06

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEGMENT 18
Owner/Agency: CITY OF WATSONVILLE

Job Number 6894

Date Performed TBD

Work Performed By
Graniterock Company

Date of Report 7/20/2020

Issue:

Operation #001: PLACE VISQUEEN & 6" AB MIXING PAD
COMMENTS: 1 day to place visqueen and 6" AB pad to keep the lime mixing table from contacting the existing ground that stays

Change Order No. 3

LABOR (A)					D
#	NAME	CLASS	HRS	RATE	AMOUNT
	Laborer		32.00	62.81	2009.92
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		8.00	88.05	704.40
	Mechanic			0.00	0.00
	General Operator		8.00	81.52	652.16
	Operator (Blade / Excavator)		8.00	84.02	672.16
	Carpenter			0.00	0.00
	Teamster		8.00	74.27	594.14
LABOR, OVER TIME (A1)					**OT**
	Laborer			81.31	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		1.00	116.26	116.26
	Mechanic			0.00	0.00
	General Operator			106.45	0.00
	Operator (Blade / Excavator)			110.22	0.00
	Carpenter			0.00	0.00
	Teamster			96.90	0.00

D = DAY / N = NIGHT

OT or DT

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	9.00	31.00	279.00
D6	Cat D6H size (TRACC 3732)	8.00	91.58	732.64
SKIP	Skip Loader (LDRRT 2495) JD-210LE	8.00	41.80	334.40
R66	66" Single vib. sheeps foot (ROVIB 8056E)	8.00	86.74	693.92
WT	Water Truck (TT&T 28-36)	8.00	47.91	383.28
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
	CLASS 2 AB	400.00	15.00	6000.00
	VISQUEEN	5.00	1500.00	7500.00
	4 SUPER DUMPS HAUL AB	32.00	160.00	5120.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	4632.78
Total Labor, Over Time (A1)	116.26
Total Labor	$4,749.04
10% Labor Surcharge	474.90
33% Labor Mark-Up	1723.90
Total Labor + Markup	6947.85
Equipment (B)	2423.24
15% Markup on Equipment	363.49
Total Equipment + Markup	2786.73
Material/Other (C)	18620.00
15% Markup on Material	2793.00
Total Material + Markup	21413.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	0.00
Total Cost (w/ Markup)	$31,147.57
GRAND TOTAL	**$31,147.57**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEGMENT 18
Owner/Agency: CITY OF WATSONVILLE

Job Number 6894

Date Performed TBD

Work Performed By
Graniterock Company

Date of Report 7/20/2020

Issue:

Operation #002: REMOVE, STOCKPILE AND SPREAD MATERIAL
COMMENTS: 3 days to remove entire section (1,200' L, 7' W, 5' D)
and spread first lift of material to be lime mixed.
This includes compacting bottom of trench (no scarify).

Change Order No. 3

LABOR (A)					D
#	NAME	CLASS	HRS	RATE	AMOUNT
	Laborer		48.00	62.81	3014.88
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		24.00	88.05	2113.20
	Mechanic			0.00	0.00
	General Operator			81.52	0.00
	Operator (Blade / Excavator)		40.00	84.02	3360.80
	Carpenter			0.00	0.00
	Teamster		24.00	74.27	1782.42

D = DAY / N = NIGHT

LABOR, OVER TIME (A1)					OT
	Laborer			81.31	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		3.00	116.26	348.78
	Mechanic			0.00	0.00
	General Operator			106.45	0.00
	Operator (Blade / Excavator)			110.22	0.00
	Carpenter			0.00	0.00
	Teamster			96.90	0.00

OT or DT

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	27.00	31.00	837.00
E325	65000 lb Cat 325 size (HCECL 0330)	24.00	107.45	2578.80
D6	Cat D6H size (TRACC 3732)	24.00	91.58	2197.92
				0.00
R66	66" Single vib. sheeps foot (ROVIB 8056E)	8.00	86.74	693.92
WT	Water Truck (TT&T 28-36)	24.00	47.91	1149.84
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
	2 TEN WHEELERS TO MOVE DIRT	48.00	150.00	7200.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	10271.30
Total Labor, Over Time (A1)	348.78
Total Labor	$10,620.08
10% Labor Surcharge	1062.01
33% Labor Mark-Up	3855.09
Total Labor + Markup	15537.18
Equipment (B)	7457.48
15% Markup on Equipment	1118.62
Total Equipment + Markup	8576.10
Material/Other (C)	7200.00
15% Markup on Material	1080.00
Total Material + Markup	8280.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	0.00
Total Cost (No Markup)	$32,393.28
GRAND TOTAL	**$32,393.28**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEGMENT 18 **Job Number** 6894
Owner/Agency: CITY OF WATSONVILLE
Date Performed TBD
Work Performed By
Graniterock Company **Date of Report** 7/20/2020

Issue:

Operation #003: PLACE & COMPACT 1ST LIME TREAT, SPREAD 2ND LIFT- 1 DAY
COMMENTS: **Change Order No.** 3

LABOR (A)					D
#	NAME	CLASS	HRS	RATE	AMOUNT
	Laborer		16.00	62.81	1004.96
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		8.00	88.05	704.40
	Mechanic			0.00	0.00
	General Operator			81.52	0.00
	Operator (Blade / Excavator)		32.00	84.02	2688.64
	Carpenter			0.00	0.00
	Teamster		8.00	74.27	594.14
LABOR, OVER TIME (A1)					**OT**
	Laborer		8.00	81.31	650.48
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)		4.00	116.26	465.04
	Mechanic			0.00	0.00
	General Operator			106.45	0.00
	Operator (Blade / Excavator)		16.00	110.22	1763.44
	Carpenter			0.00	0.00
	Teamster		4.00	96.90	387.61

D = DAY / N = NIGHT

OT or DT

OPERATED EQUIPMENT (B)

CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	12.00	31.00	372.00
L950	4 yard Rubber Tire cat 950 size (LDRRT 2310)	12.00	118.79	1425.48
E325	65000 lb Cat 325 size (HCECL 0330)	12.00	107.45	1289.40
R66	66" Single vib. sheeps foot (ROVIB 8056E)	12.00	86.74	1040.88
D6	Cat D6H size (TRACC 3732)	12.00	91.58	1098.96
WT	Water Truck (TT&T 28-36)	12.00	47.91	574.92
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	4992.14
Total Labor, Over Time (A1)	3266.57
Total Labor	$8,258.71
10% Labor Surcharge	825.87
33% Labor Mark-Up	2997.91
Total Labor + Markup	12082.49
Equipment (B)	5801.64
15% Markup on Equipment	870.25
Total Equipment + Markup	6671.89
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	0.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	0.00
Total Cost (No Markup)	$18,754.37
GRAND TOTAL	**$18,754.37**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEGMENT 18 **Job Number** 6894
Owner/Agency: CITY OF WATSONVILLE
Date Performed TBD
Work Performed By
Graniterock Company **Date of Report** 7/20/2020

Issue:

Operation #004 PLACE & COMPACT 2ND LIME TREAT, SPREAD 3RD LIFT- 1 DAY
COMMENTS: **Change Order No.** 3

LABOR (A)					D	D = DAY / N = NIGHT
#	NAME	CLASS	HRS	RATE	AMOUNT	
	Laborer		16.00	62.81	1004.96	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		8.00	88.05	704.40	
	Mechanic			0.00	0.00	
	General Operator			81.52	0.00	
	Operator (Blade / Excavator)		32.00	84.02	2688.64	
	Carpenter			0.00	0.00	
	Teamster			74.27	0.00	
LABOR, OVER TIME (A1)					**OT**	OT or DT
	Laborer		8.00	81.31	650.48	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		4.00	116.26	465.04	
	Mechanic			0.00	0.00	
	General Operator			106.45	0.00	
	Operator (Blade / Excavator)		16.00	110.22	1763.44	
	Carpenter			0.00	0.00	
	Teamster			96.90	0.00	

OPERATED EQUIPMENT (B)

CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	12.00	31.00	372.00
L950	4 yard Rubber Tire cat 950 size (LDRRT 2310)	12.00	118.79	1425.48
E325	65000 lb Cat 325 size (HCECL 0330)	12.00	107.45	1289.40
R66	66" Single vib. sheeps foot (ROVIB 8056E)	12.00	86.74	1040.88
D6	Cat D6H size (TRACC 3732)	12.00	91.58	1098.96
WT	Water Truck (TT&T 28-36)	12.00	47.91	574.92
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	4398.00
Total Labor, Over Time (A1)	2878.96
Total Labor	$7,276.96
10% Labor Surcharge	727.70
33% Labor Mark-Up	2641.54
Total Labor + Markup	10646.19
Equipment (B)	5801.64
15% Markup on Equipment	870.25
Total Equipment + Markup	6671.89
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	0.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	0.00
Total Cost (No Markup)	$17,318.08
GRAND TOTAL	**$17,318.08**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEGMENT 18 **Job Number** 6894
Owner/Agency: CITY OF WATSONVILLE
Date Performed TBD
Work Performed By
Graniterock Company **Date of Report** 7/20/2020

Issue:

Operation #005: PLACE & COMPACT 3RD LIFT- 1 DAY
COMMENTS: **Change Order No.** 3

LABOR (A)					D	D = DAY / N = NIGHT
#	NAME	CLASS	HRS	RATE	AMOUNT	
	Laborer		16.00	62.81	1004.96	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		8.00	88.05	704.40	
	Mechanic			0.00	0.00	
	General Operator			81.52	0.00	
	Operator (Blade / Excavator)		32.00	84.02	2688.64	
	Carpenter			0.00	0.00	
	Teamster			74.27	0.00	
LABOR, OVER TIME (A1)					**OT**	OT or DT
	Laborer		8.00	81.31	650.48	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		4.00	116.26	465.04	
	Mechanic			0.00	0.00	
	General Operator			106.45	0.00	
	Operator (Blade / Excavator)		8.00	110.22	881.72	
	Carpenter			0.00	0.00	
	Teamster			96.90	0.00	

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	12.00	31.00	372.00
L950	4 yard Rubber Tire cat 950 size (LDRRT 2310)	12.00	118.79	1425.48
R66	66" Single vib. sheeps foot (ROVIB 8056E)	12.00	86.74	1040.88
WT	Water Truck (TT&T 28-36)	12.00	47.91	574.92
D6	Cat D6H size (TRACC 3732)	12.00	91.58	1098.96
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	4398.00
Total Labor, Over Time (A1)	1997.24
Total Labor	$6,395.24
10% Labor Surcharge	639.52
33% Labor Mark-Up	2321.47
Total Labor + Markup	9356.24
Equipment (B)	4512.24
15% Markup on Equipment	676.84
Total Equipment + Markup	5189.08
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	0.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	0.00
Total Cost (No Markup)	$14,545.31
GRAND TOTAL	**$14,545.31**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEG 18 — **Job Number** 6894
Owner/Agency: CITY OF WATSONVILLE
Date Performed TBD
Work Performed By
Graniterock Company — **Date of Report** 7/20/2020

Issue:

Operation #006: REMOVE & OFF-HAUL VISQUEEN & 6" AB PAD
COMMENTS: 1 DAY — **Change Order No.** 3

LABOR (A)					D	D = DAY / N = NIGHT
#	NAME	CLASS	HRS	RATE	AMOUNT	
	Laborer		16.00	62.81	1004.96	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		8.00	88.05	704.40	
	Mechanic			0.00	0.00	
	General Operator			81.52	0.00	
	Operator (Blade / Excavator)		8.00	84.02	672.16	
	Carpenter			0.00	0.00	
	Teamster		8.00	74.27	594.14	
LABOR, OVER TIME (A1)					**OT**	OT or DT
	Laborer			81.31	0.00	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		1.00	116.26	116.26	
	Mechanic			0.00	0.00	
	General Operator			106.45	0.00	
	Operator (Blade / Excavator)			110.22	0.00	
	Carpenter			0.00	0.00	
	Teamster			96.90	0.00	

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	9.00	31.00	279.00
WT	Water Truck (TT&T 28-36)	8.00	47.91	383.28
D6	Cat D6H size (TRACC 3732)	8.00	91.58	732.64
E325	65000 lb Cat 325 size (HCECL 0330)	8.00	107.45	859.60
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
	DUMP FEES	20.00	200.00	4000.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	2975.66
Total Labor, Over Time (A1)	116.26
Total Labor	$3,091.92
10% Labor Surcharge	309.19
33% Labor Mark-Up	1122.37
Total Labor + Markup	$4,523.48
Equipment (B)	2254.52
15% Markup on Equipment	338.18
Total Equipment + Markup	$2,592.70
Material/Other (C)	4000.00
15% Markup on Material	600.00
Total Material + Markup	$4,600.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	$0.00
Total Cost (No Markup)	$11,716.18
GRAND TOTAL	**$11,716.18**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: RAIL TRAIL SEG 18
Owner/Agency: CITY OF WATSONVILLE

Job Number 6894

Date Performed TBD

Work Performed By
Graniterock Company

Date of Report 7/20/2020

Issue:

Operation #007: LIME TREAT SUB, SUPPORT SUB- 6 DAYS
COMMENTS: (USE DOLOMITIC QUICKLIME)

Change Order No. 3

LABOR (A)					D	D = DAY / N = NIGHT
#	NAME	CLASS	HRS	RATE	AMOUNT	
	Laborer		48.00	62.81	3014.88	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		48.00	88.05	4226.40	
	Mechanic			0.00	0.00	
	General Operator			81.52	0.00	
	Operator (Blade / Excavator)			84.02	0.00	
	Carpenter			0.00	0.00	
	Teamster		48.00	74.27	3564.84	
LABOR, OVER TIME (A1)					**OT**	OT or DT
	Laborer			81.31	0.00	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		6.00	116.26	697.56	
	Mechanic			0.00	0.00	
	General Operator			106.45	0.00	
	Operator (Blade / Excavator)			110.22	0.00	
	Carpenter			0.00	0.00	
	Teamster			96.90	0.00	

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	54.00	31.00	1674.00
WT	Water Truck (TT&T 28-36)	48.00	47.91	2299.68
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
	LIME TREAT SUB	1.00	80400.00	80400.00
				0.00
				0.00
				0.00

Total Labor (A)	10806.12
Total Labor, Over Time (A1)	697.56
Total Labor	$11,503.68
10% Labor Surcharge	1150.37
33% Labor Mark-Up	4175.84
Total Labor + Markup	$16,829.89
Equipment (B)	3973.68
15% Markup on Equipment	596.05
Total Equipment + Markup	$4,569.73
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	$0.00
Sub Work(C1)	$80,400.00
15% Markup on Subs	12060.00
Total Subs + Markup	$92,460.00
Total Cost (No Markup)	$113,859.62
GRAND TOTAL	**$113,859.62**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: Rail Trail Seg 18
Owner/Agency: City of Watsonville

Job Number 6894

Date Performed TBD

Work Performed By
Graniterock Company

Date of Report 7/20/2020

Issue:

Operation #008: MOBILIZE EQUIPMENT
COMMENTS: Figured About 4 Equipment Mobilizations for this work @ 4 hours each

Change Order No. 3

LABOR (A)					D
#	NAME	CLASS	HRS	RATE	AMOUNT
	Laborer			62.81	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)			88.05	0.00
	Mechanic			0.00	0.00
	General Operator			81.52	0.00
	Operator (Blade / Excavator)			84.02	0.00
	Carpenter			0.00	0.00
	Teamster		16.00	74.27	1188.28
LABOR, OVER TIME (A1)					**OT**
	Laborer			81.31	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)			116.26	0.00
	Mechanic			0.00	0.00
	General Operator			106.45	0.00
	Operator (Blade / Excavator)			110.22	0.00
	Carpenter			0.00	0.00
	Teamster			96.90	0.00

D = DAY / N = NIGHT

OT or DT

OPERATED EQUIPMENT (B)

CODE	DESCRIPTION	HRS	RATE	AMOUNT
TRANS	Transport Truck (TT&T 48-60)	16.00	70.62	1129.92
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)

DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	1188.28
Total Labor, Over Time (A1)	0.00
Total Labor	$1,188.28
10% Labor Surcharge	118.83
33% Labor Mark-Up	431.35
Total Labor + Markup	$1,738.46
Equipment (B)	1129.92
15% Markup on Equipment	169.49
Total Equipment + Markup	$1,299.41
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	$0.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	$0.00
Total Cost (No Markup)	$3,037.86
GRAND TOTAL	**$3,037.86**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: Rail Trail Seg 18
Owner/Agency: City of Watsonville

Job Number 6894

Date Performed TBD

Work Performed By
Graniterock Company

Date of Report 7/20/2020

Issue:

Operation #009: RAILROAD FLAGGER
COMMENTS:

Change Order No. 3

LABOR (A)					**D**
#	NAME	CLASS	HRS	RATE	AMOUNT
	Laborer			62.81	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)			88.05	0.00
	Mechanic			0.00	0.00
	General Operator			81.52	0.00
	Operator (Blade / Excavator)			84.02	0.00
	Carpenter			0.00	0.00
	Teamster			74.27	0.00
LABOR, OVER TIME (A1)					**OT**
	Laborer			81.31	0.00
	Concrete Finisher			0.00	0.00
	Supervisor (Foreman)			116.26	0.00
	Mechanic			0.00	0.00
	General Operator			106.45	0.00
	Operator (Blade / Excavator)			110.22	0.00
	Carpenter			0.00	0.00
	Teamster			96.90	0.00

D = DAY / N = NIGHT

OT or DT

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
	FLAGGER	17.00	500.00	8500.00
				0.00
				0.00
				0.00

Total Labor (A)	0.00
Total Labor, Over Time (A1)	0.00
Total Labor	$0.00
10% Markup on Labor	0.00
Total Labor + Markup	$0.00
Equipment (B)	0.00
15% Markup on Equipment	0.00
Total Equipment + Markup	$0.00
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	$0.00
Sub Work(C1)	$8,500.00
15% Markup on Subs	1275.00
Total Subs + Markup	$9,775.00
Total Cost (No Markup)	$9,775.00
GRAND TOTAL	**$9,775.00**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

GRANITEROCK COMPANY
PROPOSAL

Job Name: Rail Trail Seg 18 **Job Number** 6894
Owner/Agency: City of Watsonville
Date Performed TBD
Work Performed By
Graniterock Company **Date of Report** 7/20/2020

Issue:

Operation #010: ADDITIONAL TIME TO EXCAVATE WALL THROUGH LIME- 3 DAYS
COMMENTS: **Change Order No.** 3

LABOR (A)					D	D = DAY / N = NIGHT
#	NAME	CLASS	HRS	RATE	AMOUNT	
	Laborer		24.00	62.81	1507.44	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		24.00	88.05	2113.20	
	Mechanic			0.00	0.00	
	General Operator		24.00	81.52	1956.48	
	Operator (Blade / Excavator)		24.00	84.02	2016.48	
	Carpenter			0.00	0.00	
	Teamster			74.27	0.00	
LABOR, OVER TIME (A1)					**OT**	OT or DT
	Laborer			81.31	0.00	
	Concrete Finisher			0.00	0.00	
	Supervisor (Foreman)		3.00	116.26	348.78	
	Mechanic			0.00	0.00	
	General Operator			106.45	0.00	
	Operator (Blade / Excavator)			110.22	0.00	
	Carpenter			0.00	0.00	
	Teamster			96.90	0.00	

OPERATED EQUIPMENT (B)				
CODE	DESCRIPTION	HRS	RATE	AMOUNT
PU	Truck - Pickup (TT&T 06-12)	27.00	31.00	837.00
E325	65000 lb Cat 325 size (HCECL 0330)	24.00	107.45	2578.80
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

MATERIAL (C)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

OTHER CHARGES/SUB WORK (C1)				
DATE	DESCRIPTION	QUAN	PRICE	AMOUNT
				0.00
				0.00
				0.00
				0.00

Total Labor (A)	7593.60
Total Labor, Over Time (A1)	348.78
Total Labor	$7,942.38
10% Labor Surcharge	794.24
33% Labor Mark-Up	2620.99
Total Labor + Markup	$11,357.60
Equipment (B)	3415.80
15% Markup on Equipment	512.37
Total Equipment + Markup	$3,928.17
Material/Other (C)	0.00
15% Markup on Material	0.00
Total Material + Markup	$0.00
Sub Work(C1)	$0.00
15% Markup on Subs	0.00
Total Subs + Markup	$0.00
Total Cost (No Markup)	$15,285.77
GRAND TOTAL	**$15,285.77**

FILENAME: 6894 Rail Trail Seg 18- Lime Treat at Retaining Wall (rev 08-03-20)

City of Watsonville
Innovation and Technology Department

M E M O R A N D U M

DATE: **August 21, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Rex Boyes, Innovation and Technology Director**

SUBJECT: **Resolution to Approve the Purchase of Google G Suite Enterprise**

AGENDA ITEM: **8/25/2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council approve the purchase of Google G Suite Enterprise from SADA Systems for $82,500 per year for three years, for a total of $247,500.

DISCUSSION:
The City uses Google G Suite to provide email, cloud computing, and productivity and collaboration tools. These are highly used services that are mission critical to the City's day-to-day operations.

By signing a three-year contract for Enterprise, the annual cost will be $165.00/user per year or $82,500. A one-year agreement for Enterprise, the annual cost will be $210.00/user per year or $105,000. By going with the three-year agreement, the City will be saving $22,500 per year or $67,500 over the three-year period.

This purchase falls under Exemption 3-5.210 (e). Purchase is made cooperatively with other government agencies that are using Google G-Suite. This is Google's set price for all government agencies similar to the City of Watsonville. Google assigned SADA Systems is the reseller to handle the City's purchase of G-Suite. All Google G-Suite pricing is set by Google, therefore all resellers sell it for the same price.

STRATEGIC PLAN:
City Council's adoption of this resolution is consistent with the Council's goal of maintaining our IT infrastructure. Also supports all other elements of the Strategic Plan by serving data and tools needed by staff to carry out all elements or the Strategic Plan.

FINANCIAL IMPACT:
The cost is $247,500 over three years. Funds will come from the Innovation and Technology Internal Services Fund, which is funded by all departments. These costs have been included

in the adopted budget.

ALTERNATIVES:
The alternative is not to make the purchase. However, without the purchase, the City will not have access to G Suite (email, Google Docs, Google Drive, etc.).

ATTACHMENTS:
1) SADA Systems, Inc., G Suite Ordering Document

cc: City Attorney

SADA Systems, Inc.
G SUITE
ORDERING DOCUMENT

This G Suite Ordering Document (the "Ordering Document") and the corresponding G Suite Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer:	City of Watsonville, CA
Address:	215 Union Street 2nd Floor Watsonville, CA 95076
Entity:	Gov
State of Organization:	CA

Pricing

Product Description	Price	Term	Quantity	Amount
Contract Term: 08/09/20 to 08/08/23				
G Suite Enterprise Licenses (Monthly)	$165.00	3 years	500	$247,500.00
			Recurring Cost Subtotal	**$247,500.00**
			Total Recurring Costs	**$247,500.00**
			Sales Tax (not included)	**Plus applicable sales tax *****
			Total License Commitment for Contract Term	**$247,500.00**

***** All sales taxes, including State sales tax, Local sales tax, Federal Regulatory Assessment Fee, Federal Universal Service Fund and State 911 Fee, which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. These prices may NOT include applicable taxes, electronic waste recycling fee, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.**

If Customer is tax exempt, then it is incumbent upon Customer to declare its exemption by initializing here (Customer must initial here if claiming tax exempt status):

Contract Term: 08/09/20 to 08/08/23

This Pricing and Payments offer is valid only if executed before 8/5/2020.

Payment Schedule

Payment	Invoice Date	Amount
License Payment 1	August 5, 2020	$82,500.00
License Payment 2	August 5, 2021	$82,500.00
License Payment 3	August 5, 2022	$82,500.00

Total License Commitment for Contract Term	**$247,500.00**

Invoices and Payment

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in U.S. Dollars.

Bank Information
Automated Clearing House (ACH) or
Electronic Funds Transfer (EFT):
Wells Fargo Bank
Swift Code: WFBIUS6
464 California St. San Francisco, CA 94104
Routing Number: 121042882
Bank Account Name: SADA Systems, Inc.
Bank Account Number: 7757670067

Remittance Address:
SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting
accounting@sadasystems.com

Customer Information

Billing Contact Information	
Full Name (required)	Mark Lamoreaux
Phone	
Email Address (required)	mark.lamoreaux@cityofwatsonville.org
Technical Administrator Contact Information	
Full Name (required)	Mark Lamoreaux
Phone	
Email Address (required)	mark.lamoreaux@cityofwatsonville.org

Terms and Conditions

1) Customer agrees to the terms of the G Suite Customer Agreement, accessible at the link below of which this Ordering Document is a part.

https://www.sada.com/agreements/gafb/gafb-v9.pdf

2) Customer agrees that all G Suite licenses will be provisioned on the Primary G Suite Domain, and that the primary domain is accurate as listed here .... cityofwatsonville.org

3) Customer agrees that Contract Term of the G Suite licenses is accurate as listed here ....

Contract Term: 08/09/20 to 08/08/23

4) Additional licenses purchased during the Contract Term will be billed at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term. Addional licenses do not benefit from any promotions such as free months or a free sub-term.

5) Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

Patrick Monaghan

Print name: Patrick Monaghan

Print title: CLO

Date: 07/27/2020

City of Watsonville, CA

Print name: _____

Print title: _____

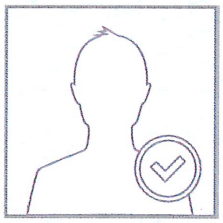
Date: _____

Attachment 1
Page 3 of 4

Signature Certificate

Document Ref.: XOB9S-JEV9G-ZK7JN-FVVBX

Document signed by:



Patrick Monaghan

Verified E-mail:
patrick.monaghan@sada.com

IP: 138.229.230.151 Date: 27 Jul 2020 22:56:24 UTC

Patrick Monaghan

Document completed by all parties on:
27 Jul 2020 22:56:24 UTC

Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PURCHASE FROM SADA SYSTEMS, INC., A CORPORATION, FOR GOOGLE G SUITE ENTERPRISE LICENSES, FOR $82,500 PER YEAR FOR THREE YEARS FOR AN AMOUNT NOT TO EXCEED $247,500 TO BE FUNDED FROM THE INNOVATION AND TECHNOLOGY INTERNAL SERVICES FUND

WHEREAS, bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (e) of § 3-5.210 exempts purchases made cooperatively with one (1) or more other units of government through cooperative purchasing programs substantially the same as the City; and

WHEREAS, the Innovation and Technology Department would like to purchase Google G Suite Enterprise to provide email, cloud computing, and productivity and collaboration tools for the City's day-to-day operations from SADA Systems, Inc.; and

WHEREAS, the City received a quote from SADA Systems, Inc., for the purchase of five-hundred (500) G Suite Enterprise licenses in an amount not to exceed $82,500 per year for three years for a total amount of $247,500; and

WHEREAS, staff would like to purchase the licenses made cooperatively with other government agencies that are using Google G Suite.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a purchase made cooperatively with one (1) or more units of government under subdivision (e) of § 3-5.210 of the Municipal Code.

2. That this purchase from SADA Systems, Inc., a corporation, for $82,500 per year for three (3) years, in an amount not to exceed $247,500 is hereby authorized.

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City of Watsonville
Public Works and Utilities

M E M O R A N D U M

DATE: **July 28,2020**

TO: **Matthew D. Huffaker**

FROM: **Steve Palmisano, Public Works & Utilities Director**
Gabe Gordo, PW Administrative Services Manager
Mike Wagoner, Wastewater Operations Supervisor

SUBJECT: **Authorization of a purchase order for sole source purchasing with Polydyne Inc. dba SNF Polydyne, Inc., for the purchase of chemicals used in the Wastewater Treatment and Water Recycling Facilities in the amount of $350,000 from the Wastewater Enterprise Fund for one calendar year beginning January 1, 2021**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing the sole source[1] purchasing agreement with Polydyne, Inc. dba SNF Polydyne, Inc.,for the purchase of chemicals used by the Wastewater Treatment and Water Recycling Facilities in the amount of $350,000 from the Wastewater Enterprise Fund for one calendar year beginning January 1, 2021.

DISCUSSION:
The Wastewater Treatment Division uses flocculant and coagulant chemicals to aid in the filtering-out of settable pollutants in order to:

- Maintain regulatory compliance for secondary effluent discharges to the Monterey Bay Sanctuary; and
- Comply with California Title 22 regulations for food safety and water reuse for tertiary treated recycled wastewater used for direct food crop irrigation.

The flocculants supplied by SNF Polydyne Inc. are highly specialized as to their propriety chemical properties to work effectively with the advanced treatment processes

[1] Subdivision (c) of § 3-5.210 of the Municipal Code exempts from competitive bidding “Equipment, supplies or nonprofessional services (that) are unique, available only from one (1) source, or sought to match existing equipment or supplies already in use (also known as a sole source purchase).”

performed at the facility. The equipment used to store and deliver these chemicals has been standardized to use these products.

Bidding of polymer-based flocculants requires an investment of the potential bidder to prove, at their expense, that the product they propose to bid would work under a wide range of operational conditions. Considerable expertise in laboratory protocol is required to test these chemicals in order to select a biddable product. SNF Polydyne Inc. has been the one supplier with the special analytical qualifications and willingness to exert that level of expertise to meet our facility's treatment operations.

In addition, disruption to the delivery of recycled water due to less than effective coagulants and flocculants would have a direct negative impact on our local economy and the reputation of the City.

STRATEGIC PLAN:
Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:
Funds for this purchase are available in budget account number 0710-530-7551 ($80, 000) and 0710-532-7551 ($270,000) respectively for Wastewater Treatment and Water Recycling.

ALTERNATIVES:
None at this time due to the specialized nature of these chemicals.

ATTACHMENTS:
None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SOLE SOURCE PURCHASE FROM POLYDYNE, INC., DBA SNF POLYDYNE, INC., A CORPORATION, FOR THE PURCHASE OF FLOCCULANT AND COAGULANT CHEMICALS USED BY THE CITY'S WASTEWATER DIVISION FOR ONE CALENDAR YEAR BEGINNING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, IN AN AMOUNT NOT TO EXCEED $350,000 FROM THE WASTEWATER ENTERPRISE FUND

WHEREAS, bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (c) of § 3-5.210 exempts equipment that is unique, available only from one source, or sought to match existing equipment or supplies already in use (also known as a sole source purchase); and

WHEREAS, SNF Polydyne, Inc., presently supplies flocculants to the City; and

WHEREAS, there are no other bids to supply flocculant and coagulant chemicals which meet City requirements already in use at the City's Wastewater Treatment Facility (also known as a sole source purchase).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. The Council finds that the purchase of flocculant and coagulant chemicals used in the Wastewater Treatment and Water Recycling Facilities are available from one source and meet the City's facility treatment operations (also known as a sole source purchase).

2. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a sole source purchase under subdivision (c) of § 3-5.210 of the Municipal Code.

3. That this purchase from Polydyne, Inc., dba SNF Polydyne, Inc., a corporation, in an amount not to exceed $350,000 for one calendar year beginning January 1, 2021 through December 31, 2021, is hereby authorized.

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City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cindy Czerwin, Administrative Services Director**

SUBJECT: **Purchase of Annual Maintenance & Licensing of Enterprise Resource Planning (ERP) System, in the Not to Exceed Amount of $379,300 from Tyler Technologies, Inc.**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the Council authorizing purchase of annual maintenance and licensing Enterprise Resource Planning (ERP) system, in the not to exceed amount of $379,300 from Tyler Technologies, Inc. (Tyler)

DISCUSSION:
On June 24, 2014, the Council approved a contract with Tyler for the purchase and implementation of an Enterprise Resource Planning (ERP) system. The original contract amount included costs of the original purchase of the software, implementation assistance, and licensing and maintenance costs for five years including Fiscal years 2014-15 through 2018-19. The ERP purchase included upgrade and integration of some of the City's largest functions including the City's Financial Management, Cash Receipting, Human Resources and Payroll, Permits and Planning, and Utility Billing systems. These modules are integrated and tied together in part through the use of an integrated document management system, also part of the ERP. Implementation has been slower than expected due to turnover of City Leadership positions and struggles within already lean departments to find the time to take on the massive task of changing over older, non-integrating systems into one. The City has recently made progress and for example, went live on the permitting and planning module in June of 2020. The last major module to be implemented is Utility Billing which is anticipated to start in the winter and anticipated to take a year before going live.

Since 2014 when the original contract was signed, Tyler has also upgraded the software and its capabilities substantially thus we are now also at a point where we are doing a major upgrade to the original software with potential for enhancements to components of the system already implemented. Tyler offers a program called Planned Annual Continuing Education (PACE) which is designed to offer additional training days on enhancements and improvements to modules of the system already implemented. This program also provides for

an “investment assessment” wherein one of their experts assesses a module that has already been implemented and recommends ways to improve and maximize the product’s use. We feel this will be useful in helping us further integrate components of the system whose implementation spanned many years and staff changes and perhaps help us maximize our investment.

Therefore, we are asking to increase the not to exceed amount by $379,300. This will restore the original contract implementation amounts that were spent on maintenance and licensing for Fiscal years FY 2019-20 and FY 2020-21, include and additional year of maintenance and licensing, and purchase two years of the PACE programming. This will allow us to complete the implementation of the remaining modules, primarily the Utility Billing module and end the current contract at which point we will move to a maintenance agreement with Tyler. The costs of the Tyler contract are split between the General Fund and Enterprise funds and are included in their operating budgets. See a breakdown of the costs below.

Maintenance and Licensing FY 2020	114,369
Maintenance and Licensing FY 2021	120,459
Maintenance and Licensing FY 2022	126,482
Two years of PACE training	17,989
Total	**379,300**

STRATEGIC PLAN:
This item serves to enhance many items of the strategic plan by allowing departments and systems to more easily share information and communicate.

FINANCIAL IMPACT:
This action has no new financial impact as costs related to the contract are already anticipated for and budgeted for in the approved budget.

ALTERNATIVES:
The City Council may deny these changes to the contract in which case the City would have to begin a search for a new ERP system.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PURCHASE OF ANNUAL MAINTENANCE & LICENSING OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND PURCHASE OF PLANNED ANNUAL CONTINUING EDUCATION (PACE) PROGRAMMING WITH TYLER TECHNOLOGIES, INC. A CORPORATION, IN AN AMOUNT NOT TO EXCEED $379,300, FOR FY 2020-21 THROUGH FY 2022-23 TO BE PAID FROM THE GENERAL FUND AND ENTERPRISE FUNDS

WHEREAS, on or about June 24, 2014, Council adopted Resolution No. 83-14 (CM) awarding contract to Tyler Technologies, Inc., for the purchase and implementation of an Electronic Resource Planning (ERP) System; and

WHEREAS, the contract amount included cost of the original purchase of the software, implementation assistance, and licensing and maintenance cost through FY18-19; and

WHEREAS, staff is requesting the purchase of maintenance and licensing for FY19/20 – FY22/23 and the purchase of two (2) years of PACE training, in an amount not to exceed $379,300; and

WHEREAS, this will allow the City to complete the implementation of the remaining modules, end the current contract and enter into a Maintenance Agreement with Tyler Technologies, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Council hereby approves the purchase of annual maintenance and licensing of Enterprise Resource Planning (ERP) System with Tyler Technologies, Inc., in an amount not to exceed $361,310 for FY20/21 through FY22/23.

2. That the Council hereby approves the purchase of Planned Annual Continuing Education (PACE) Programming for two (2) years with Tyler Technologies, Inc., in an amount not to exceed $17,989.

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City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M

DATE: **August 19, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Public Works & Utilities Director**
Steve Hernandez, Water Services Manager

SUBJECT: **Increase the not to exceed amount of the contract with Granite Rock Company, a corporation, for construction material and services for the City's Water Main Replacement Utility in the amount of $225,000**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council approve an increase to the not to exceed amount in its contract with Granite Rock Company, a corporation, for construction material and services for the City's Water Main Replacement Program in the amount of $225,000.

DISCUSSION:
At the June 27, 2017 meeting, the City Council approved Resolution No. 98-17 (CM) authorizing the establishment of a blanket purchase order with Granite Rock Company, a corporation, for three (3) calendar years ending on December 31, 2020 for the purchase of construction material and services for the City's Water Main Replacement Program in an amount not to exceed $450,000 each calendar year. The source of funds will continue to be the City' Water Utility Enterprise and not the General Fund.

Due to unexpected emergency water main replacements, the rising costs of construction material and an unforeseen amount of infrastructure repairs, the funds in this contract have been depleted.

Based on the year to date expenditure, staff is requesting an increase of $225,000 in the contract amount to allow the Water Services Division to complete the anticipated water main replacement projects and repairs. This means an increase from the $450,000 approved for CY 2020 by Resolution 98-17 to $675,000 in CY 2020 which would be approved by this proposed Resolution.

As this contract expires on December 31, 2020, staff has already begun the process of requesting competitive quotes for construction material and services from available vendors and will be returning to City Council for approval of a new contract prior to the end of this year.

STRATEGIC PLAN:
Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:
Funds are available in the Water Enterprise Fund Infrastructure Materials account (720-598-7537) and in Water Main Replacement Materials and Equipment project (720-913-14833-7831) in the current approved budget.

ALTERNATIVES:
Council could choose to not authorize an increase in the contract amount, which would require staff to scale back some of its anticipated water line projects until 2021.

ATTACHMENTS:
None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING INCREASE TO PURCHASE ORDER WITH GRANITE ROCK COMPANY, A CORPORATION, IN AN AMOUNT NOT TO EXCEED $225,000 ENDING ON DECEMBER 31, 2020, FOR THE PURCHASE OF BUILDING MATERIAL AND SERVICES FOR THE CITY'S WATER MAIN REPLACEMENT PLAN

Amends Resolution No. 98-17 (CM)

WHEREAS, on or about June 27, 2017, Council adopted Resolution No. 98-17 (CM), authorizing the establishment of a blanket purchase order with Granite Rock Company, for three calendar years ending December 31, 2020, for the purchase of construction material and services for the City's Water Main Replacement Plan in an amount not to exceed $450,000 each calendar year; and

WHEREAS, due to unexpected emergency water main replacements, the rising costs of construction material and an unforeseen amount of infrastructure repairs, the funds for this contract have been depleted; and

WHEREAS, based on the year to date expenditure, staff is requesting an increase of $225,000 in the contract amount to allow the City's Water Services Division to complete the anticipated water main replacement projects and repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the City Council hereby authorizes the increase to purchase order with Granite Rock Company, a corporation, in an amount not to exceed $225,000 ending December 31, 2020 for construction material and services for the City's Water Main Replacement Plan.

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City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M

DATE: **August 21, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works and Utilities**
Maria Esther Rodriguez, Assistant Director of Public Works and Utilities
Murray A. Fontes, Principal Engineer

SUBJECT: **Contract Amendment #1 with Harris and Associates, Inc. for environmental consultant services for the Lee Road Trail project, in an amount not-to-exceed $42,879.**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the Council adopt a resolution approving Contract Amendment #1 with Harris and Associates, Inc. (Harris) for environmental consultant services for the Lee Road Trail project (No. CT-19-01), in an amount not-to-exceed $42,879.50.

DISCUSSION:
On May 14, 2019, Council adopted Resolution No. 66-19 (CM) approving a contract with Harris for environmental consultant services for the Lee Road Trail project (CT-19-01) in a not to exceed amount of $119,144.74. The Lee Road Trail provides pedestrian and bicycle facilities on Lee Road from the railroad crossing to Harkins Slough Road and on Harkins Slough Road from Lee Road to the Pajaro Valley High School driveway as shown on the attached Location Map (See Attachment 1).

Harris assisted the City with completing California Environmental Quality Act (CEQA) requirements, preparation of technical studies, preparation of permit applications for environmental resource agencies such as the California Coastal Commission, California Department of Fish and Wildlife and others and coordination with the Santa Cruz County Planning Department.

Much of the funding for project design and permitting is from a $330,000 Coastal Conservancy, grant which calls for these documents to be done by 02/01/21. When some neighboring property owners expressed hesitation about supporting the Project, it became necessary to consider alternative alignments for the trail in order to keep the Project on schedule.

Consideration of these alternatives required additional environmental consultant services. The additional services are being addressed with this Amendment and include coordination with the project team, stakeholders and the Santa Cruz County Planning Department, additional technical studies and CEQA work.

The proposed Amendment #1 includes the following:

- Additional services by Harris is $35,732.92;
- A contingency for other services, when requested and approved by the City, for $7,146.58;
- Extending the period of the contract from June 30, 2021 to December 31, 2021.

The total of the amendment is $42,879.50. The contract not to exceed price will increase from $119,144.74 to $162,024.24.

An additional $17,120.50 is being requested to pay for staff time to manage the Project. The total additional funds therefore will be $60,000 ($42,879.50 + 17,120.50) and will be paid from a reallocation of Measure D funds.

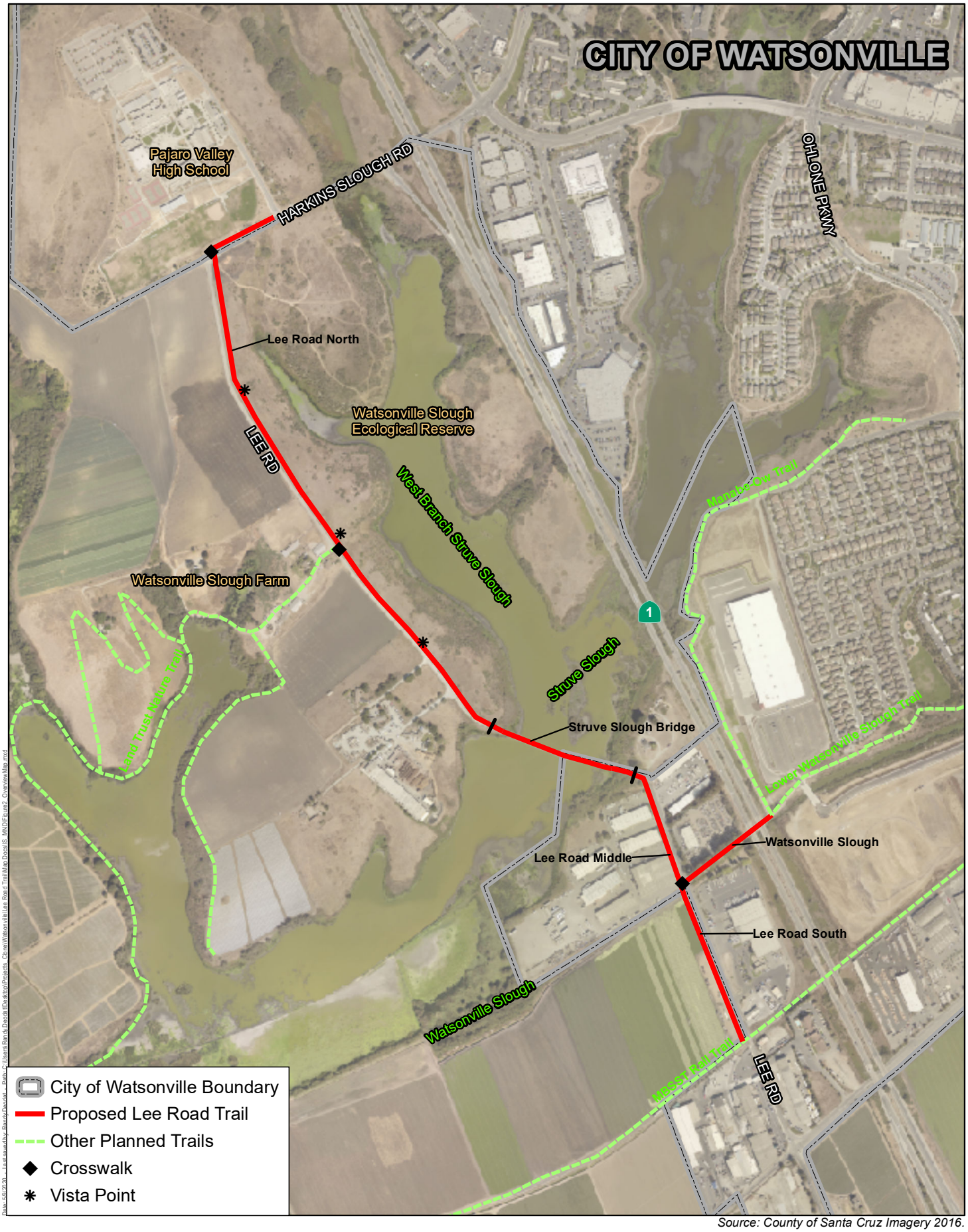
STRATEGIC PLAN:
This project is consistent with Strategic Plan Goal #3, Infrastructure and Environment, Section E.2. Develop improved multi-modal transportation features for bicycles and pedestrians.

FINANCIAL IMPACT:
The $60,000.00 will be reallocated from Measure D Maintain and Improve Trails, Account Number 0312-972-7837-14321.

ALTERNATIVES:
None

ATTACHMENTS:
1. Location Map

cc: City Attorney



Source: County of Santa Cruz Imagery 2016.

Harris & Associates

N

0 400 800

Feet

Lee Road Trail Location Map

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF WATSONVILLE AND HARRIS & ASSOCIATES, INC., A CORPORATION, FOR ENVIRONMENTAL CONSULTANT SERVICES FOR THE LEE ROAD TRAIL PROJECT NO. CT-19-01, IN AN AMOUNT NOT TO EXCEED $42,879.50; EXTENDING THE CONTRACT TERM FROM JUNE 30, 2021 TO DECEMBER 31, 2021; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the First Amendment to Contract between the City of Watsonville and Harris & Associates, Inc., a corporation, for an additional $42,879.50 for a new total contract amount not to exceed $162,024.24, and an extension to the contract term from June 30, 2021 to December 31, 2021, for environmental consultant services for the Lee Road Trail Project, No. CT-19-01, a copy of which First Amendment is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute said Amendment for and on behalf of the City of Watsonville.

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FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND HARRIS AND ASSOCIATES, INC.

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Harris and Associates, Inc.** ("Consultant") this _____ day of _____, 20___. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract dated May 15, 2019;

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

WHEREAS, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in the following and are attached hereto and incorporated herein:

- ***Exhibit "1," an April 27, 2020 letter from Kate Giberson to Murray Fontes concerning the Watsonville Lee Road Trail Project – Requested Budget Amendment #1;***
- ***Additional Services as requested in writing and approved by the City.***

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract. The term of the Contract shall be extended to December 31, 2021.

Exhibit C is hereby amended to read:

"Exhibit "C". Compensation. Paragraph a. Total Compensation. The total obligation of City under this Contract is increased in a not-to-exceed amount of Forty-Two Thousand Eight Hundred Seventy-Nine Dollars and Fifty Cents ($42,879.50) for a total obligation of $162,024.24 as described below:

Original Contract Amount	***$119,144.74***
Exhibit "1"	***$35,732.92***
Additional Services not included in Exhibit "1"	***$7,146.58***
Total obligation under this Contract	***$162,024.24***

All other terms and conditions of the Contract dated May 15, 2019; as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

By_____
Matthew D. Huffaker, City Manager

Harris and Associates, Inc.

By Diane M Sandman
Diane Sandman, Senior Director

ATTEST:

By_____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

By_____
Alan J. Smith, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as described in the attached 04/27/20 letter from Kate Giberson to Murray Fontes concerning the Watsonville Lee Road Trail Project – Requested Budget Amendment #1.

Harris & Associates

April 27, 2020

Murray Fontes, Principal Engineer
City of Watsonville, Public Works & Utilities
250 Main Street, Watsonville, CA 95076

Watsonville Lee Road Trail Project – Requested Budget Amendment #1

Dear Murray:

Harris is requesting a budget amendment of $35,732.92 to cover the following items, increasing the total contract value from $119,144.74 to $154,877.66 for environmental review/documentation and permitting for the Lee Road Trail project, as shown in the attached spreadsheet.

Task 1. Early Coordination with Project Team and Stakeholders

- **1.1** Replenish Young and Bane time that was used by Giberson for Task 1 activities. Additional hours were needed by Giberson in Task 1 for progress meetings and coordination to determine the trail alignment, due to uncertainties and complicating factors along several portions of the alignment, including the portion on the inland side of Lee Road where CDFW has jurisdiction.
- **1.1** Provide additional hours for 1) ongoing Team (City/Harris/MME/WWW) progress meetings and coordination by Giberson (1.5 hours/month x 8 months = 12 hours), and 2) additional Stakeholder meetings (e.g., Land Trust/CDFW) by Giberson (1 hour/month x 8 months = 8 hours) and by Bane (4 hours total).
- **1.2** Assist City with completing County application materials and associated coordination with County staff by Giberson (24 hours) and Mack and/or Young (20 hours).

Task 2. Technical Studies

- **2.2** Conduct additional field work and analysis by EcoSystems West biologists to include the additional Watsonville Slough Trail segment, as part of the proposed project.
- **2.3** Conduct additional field work and analysis by Albion archaeologists to include the additional Watsonville Slough Trail segment and both sides of Lee Road, as part of the proposed project.

Task 3. CEQA Initial Study/Mitigated Negative Declaration

- **3.1** Replenish Giberson time (24 hours) that was reallocated from Task 3 to Task 1 to hold progress meetings and help determine the proposed trail alignment.
- **3.1** Add 12 hours each for Giberson and 16 hours for Mack to address expanded project description and analyses to cover both sides of Lee Road, as well as the Watsonville Slough Trail section.
- **3.1** Add 4 hours for Toland (Air Quality/GHG/Noise specialist) to develop construction-related project assumptions and 4 hours for additional modeling associated with phased construction activities. Demonstrating that the construction will be phased will reduce the overall AQ/GHG impacts.
- **3.1** Add 8 hours for Deodat to assist with graphics for the Initial Study. Our scope assumes that all graphics will be provided by MME, but it's since been determined that they may be overly technical and require modification or additional graphics to ensure the information is easily understood by the general public.

This amendment also includes a 5% escalation of Harris' hourly billing rates, which as discussed, are still substantially below our current standard hourly billing rates.

We understand that the additional funds will not be available until July 2020 and therefore need written authorization to proceed with this work. Please let me know if you have any questions. Thank you.

Sincerely,

Kate Giberson
Director, Environmental Planning & Compliance

Harris & Associates	HARRIS STAFF HOURS							SUBCONSULTANTS		Amendment 1 Fee[2]	Original Budget w/ Reallocation[3]	New Budget
Task Description	Kate Giberson Project Dir/Mgr *$215.00*	Wendy Young Analyst/Permitting *$152.00*	David Mack Planner/Analyst *$152.00*	Shannon Bane Biologist/Ecologist *$152.00*	Sharon Toland AQ/GHG/Noise *$152.00*	Randy Deodat GIS/Graphics *$126.00*	Technical Support/ Report Production *$105.00*	Ecosystems West[1] *Biological Res*	Albion[1] *Cultural Res*			
Task 1: Early Coordination with Project Team and Stakeholders												
1.1 Early/Ongoing Coordination with Project Team and Stakeholders	20.0	12.0		4.0						$ 6,732.00		
1.2 County Application and Coordination	24.0		20.0							$ 8,200.00		
Hours Subtotal	*44*	*12*	*20*	*4*	*0*	*0*	*0*					
Task 1 Subtotal	*$9,460.00*	*$1,824.00*	*$3,040.00*	*$608.00*	*$0.00*	*$0.00*	*$0.00*	$ -	$ -	***$14,932.00***	***$12,050.00***	***$26,982.00***
Task 2: Technical Studies												
2.1 Wetland Delineation and Preliminary Jurisdictional Determination										$ -		
2.2 Biological Resources								$ 4,000.00		$ 4,000.00		
2.3 Cultural Resources									$ 1,113.56	$ 1,113.56		
2.4 Informal Agency Consultation										$ -		
2.5 Conceptual Mitigation Plan										$ -		
Hours Subtotal	*0*	*0*	*0*	*0*	*0*	*0*	*0*					
Task 2 Subtotal	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$ 4,000.00*	*$ 1,113.56*	***$5,113.56***	***$49,830.67***	***$54,944.23***
Task 3: CEQA Initial Study/Mitigated Negative Declaration												
3.1 Initial Study/Mitigated Negative Declaration	38.0		16.0		8.0	8.0				$ 12,826.00		
3.2 Responses, Final IS/MND, and MMRP										$ -	$ -	
Hours Subtotal	*38*	*0*	*16*	*0*	*8*	*8*	*0*					
Task 3 Subtotal	*$8,170.00*	*$0.00*	*$2,432.00*	*$0.00*	*$1,216.00*	*$1,008.00*	*$0.00*	$ -	$ -	***$12,826.00***	***$27,170.00***	***$39,996.00***
Task 4: Permit Applications												
4.1 USACE Section 404										$ -	$ -	
4.2 USFWS Section 7												
4.3 RWQCB Section 401												
4.4 CDFW Section 1602										$ -	$ -	
4.5 CCC Coastal Development Permit										$ -	$ -	
Hours Subtotal	*0*	*0*	*0*	*0*	*0*	*0*	*0*					
Task 4 Subtotal	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	$ -	$ -	***$0.00***	***$24,490.00***	***$24,490.00***
Subtotal Tasks 1-4	$17,630.00	$1,824.00		$608.00	$1,216.00	$1,008.00	$0.00	$4,000.00	$1,113.56	***$32,871.56***	***$113,540.67***	***$146,412.23***
Subconsultant Markup (10%)								$400.00	$111.36	$511.36	$5,604.00	$6,115.36
Escalation [4]										$2,350		
TOTAL										**$35,732.92**	**$119,144.74**	**$154,877.66**

[1] **See separate cost estimate spreadsheets provided by EcoSystems West and Albion for the cost breakdown**

[2] **Explanation of Amendment #1**

Task 1.1

Giberson: Ongoing Team progress meetings with City/MME/WWW (1.5 hours/month x 8 months = 12 hrs) and additional Stakeholder meetings with Land Trust/CDFW (1 hour/month x 8 months = 8 hours)

Young/Bane: Replenish depleted funds (Wendy's 10 hrs + Shannon's 8 hrs = $2,610) with $2,320 (Wendy 12 hours + Shannon 8 hrs = $2,320)

Task 1.2

Giberson/Mack: Assist City with preparing County application and associated coordination with County (Giberson 24 hrs + Mack/Young 20 hrs = $8,200)

Task 2.2

EcoSystems West and Albion: Additional surveys and analysis of added Watsonville Slough Trail segment

Task 3.1

Giberson: Replenish the 24 hours previously realloacted to Task 1, plus 6 hours for rev/expanded project description and 8 hours to coordinate/review additional analyses for including analysis of trail on both sides of Lee Road.

Mack and/or Young: 16 hours for additional analysis of trail on both sides of

Toland: 4 hours to develop construction assumptions for AQ/GHG/Noise analyses, plus 4 hours for additional modeling for project phasing, equals 8 hours.

Deodat: 8 hrs for graphics (scope assumed would be provided by MME, but need will need to transform for use in IS)

[3] **Budget Reallocation**

The City authorized 24 hours of Giberson time ($4,920) reallocated from Task 3.2 Initial Study/MND to Task 1.1 Stakeholder Coordination ($7,130) because of increased time to deterlmine the proposed trail alignment to be evaluated ($4,920+$7,130=$12,050).

[4] **Escalation**

The hourly billing rates were increased by 5% to reflect escalation allowed as of January 1, 2020. The rates specified in the contract were effective through December 31, 2019. Because approximately 60% of the original budget ($119,144.74) has yet to be expended, the rate increases effectively reduce the hours available to complete the work; and adding $2,350 to the overall budget offsets the loss so the hours estimated can still be worked and billed to the project. Calculations for $2,350 available (on Escalation tab).

EcoSystems West

Table 1(2). Supplemental cost estimate to conduct biological resource studies for the Lee Road Trail Project.

TASKS	W. Davilla	J. Davilla	E. McGinty	I.M. Laursen	C. Steiner	B. Mori
Project Management/Communication						
Literature and Database Review						
Field Surveys						
Habitat Characterization/Rare Plant Survey/Floristic Inventory		8				
Wildlife Surveys						
Avian Survey			2	2		
Amphibian Site Assessments (CRLF, CTS, SCLS)			2			2
Wetland Field Determination and Mapping		4				
Documentation		4				
Report Preparation						
Draft Biological Assessment Report with Graphics		2	2			
Final Biological Assessment Report						
Amphibian Site Assessment Reports (CRLF, CTS, SCLS)						2
Draft Wetland Delineation Report with Graphics		4				
Final Wetland Delineation Report						
Informal Consultation						
Total HRS	0	22	6	2	0	4
Rate	$145.00	$120.00	$110.00	$110.00	$100.00	$120.00
Subtotal	$0	$2,640.00	$660.00	$220.00	$0	$480.00
TOTAL	$4,000					

ALBION

Lee Road Trail Project, Watsonville

Harris & Associates
March 30, 2020

Labor	Rate	Phase 1 Management and Mobilization[1]		Phase 2 Background Research[2]		Phase 3 Native American Consultation[3]		Phase 4 Pedestrian Survey[4]		Phase 5 Reporting[5]		Total	
		Hours	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*
Principal 3E - Nicchitta, S.	$113.19	4	$452.76	0	$0.00	0	$0.00	0	$0.00	2	$226.38	6	$679.14
Senior Archaeologist 6C - Ross	$104.01	8	$832.08	4	$416.04	0	$0.00	0	$0.00	12	$1,248.12	24	$2,496.24
Senior Archaeologist 5B - D'Oro	$93.30	0	$0.00	1	$93.30	6	$559.80	0	$0.00	4	$373.20	11	$1,026.30
Administrative 8D -Convisser	$84.13	0	$0.00	0	$0.00	3	$252.39	0	$0.00	2	$168.26	5	$420.65
Senior Archaeologist 3A - Ellison	$82.60	0	$0.00	0	$0.00	0	$0.00	8	$660.80	0	$0.00	8	$660.80
Archaeologist 6B - Spellman	$74.95	2	$149.90	0	$0.00	0	$0.00	8	$599.60	0	$0.00	10	$749.50
Archaeologist 5A - Dadiego	$67.30	0	$0.00	0	$0.00	0	$0.00	8	$538.40	0	$0.00	8	$538.40
Total Labor		**14**	**$1,434.74**	**5**	**$509.34**	**9**	**$812.19**	**24**	**$1,798.80**	**20**	**$2,015.96**	**72**	**$6,571.03**
Other Direct Costs		*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*
Mileage	$0.58	0	$0.00	0	$0.00	0	$0.00	40	$23.20	0	$0.00	40	$23.20
Records Search	$1,000.00	0	$0.00	1	$1,000.00	0	$0.00	0	$0.00	0	$0.00	1	$1,000.00
Total ODCs			**$0.00**		**$1,000.00**		**$0.00**		**$23.20**		**$0.00**		**$1,023.20**
Total Cost			***$1,434.74***		***$1,509.34***		***$812.19***		***$1,822.00***		***$2,015.96***		***$7,594.23***

1. Includes meetings and communications, field mobilization, and overall management of the scope and budget.
2. Includes the records search, historical research, and desktop geoarchaeology review. Records search costs are an estimate based on project maps and an assumed search radius of 1/2 mile.
3. Includes drafting and sending NAHC and stakeholder letters, plus followup communications.
4. Includes pedestrian survey by 3 field crew and up to 3 shovel probes.
5. Includes writing, editing, and formatting the report, and production of graphics.

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as described in the attached 04/27/20 letter from Kate Giberson to Murray Fontes concerning the Watsonville Lee Road Trail Project – Requested Budget Amendment #1.

Harris & Associates

April 27, 2020

Murray Fontes, Principal Engineer
City of Watsonville, Public Works & Utilities
250 Main Street, Watsonville, CA 95076

Watsonville Lee Road Trail Project – Requested Budget Amendment #1

Dear Murray:

Harris is requesting a budget amendment of $35,732.92 to cover the following items, increasing the total contract value from $119,144.74 to $154,877.66 for environmental review/documentation and permitting for the Lee Road Trail project, as shown in the attached spreadsheet.

Task 1. Early Coordination with Project Team and Stakeholders

- **1.1** Replenish Young and Bane time that was used by Giberson for Task 1 activities. Additional hours were needed by Giberson in Task 1 for progress meetings and coordination to determine the trail alignment, due to uncertainties and complicating factors along several portions of the alignment, including the portion on the inland side of Lee Road where CDFW has jurisdiction.
- **1.1** Provide additional hours for 1) ongoing Team (City/Harris/MME/WWW) progress meetings and coordination by Giberson (1.5 hours/month x 8 months = 12 hours), and 2) additional Stakeholder meetings (e.g., Land Trust/CDFW) by Giberson (1 hour/month x 8 months = 8 hours) and by Bane (4 hours total).
- **1.2** Assist City with completing County application materials and associated coordination with County staff by Giberson (24 hours) and Mack and/or Young (20 hours).

Task 2. Technical Studies

- **2.2** Conduct additional field work and analysis by EcoSystems West biologists to include the additional Watsonville Slough Trail segment, as part of the proposed project.
- **2.3** Conduct additional field work and analysis by Albion archaeologists to include the additional Watsonville Slough Trail segment and both sides of Lee Road, as part of the proposed project.

Task 3. CEQA Initial Study/Mitigated Negative Declaration

- **3.1** Replenish Giberson time (24 hours) that was reallocated from Task 3 to Task 1 to hold progress meetings and help determine the proposed trail alignment.
- **3.1** Add 12 hours each for Giberson and 16 hours for Mack to address expanded project description and analyses to cover both sides of Lee Road, as well as the Watsonville Slough Trail section.
- **3.1** Add 4 hours for Toland (Air Quality/GHG/Noise specialist) to develop construction-related project assumptions and 4 hours for additional modeling associated with phased construction activities. Demonstrating that the construction will be phased will reduce the overall AQ/GHG impacts.
- **3.1** Add 8 hours for Deodat to assist with graphics for the Initial Study. Our scope assumes that all graphics will be provided by MME, but it's since been determined that they may be overly technical and require modification or additional graphics to ensure the information is easily understood by the general public.

This amendment also includes a 5% escalation of Harris' hourly billing rates, which as discussed, are still substantially below our current standard hourly billing rates.

We understand that the additional funds will not be available until July 2020 and therefore need written authorization to proceed with this work. Please let me know if you have any questions. Thank you.

Sincerely,

Kate Giberson
Director, Environmental Planning & Compliance

Harris & Associates	HARRIS STAFF HOURS							SUBCONSULTANTS		Amendment 1 Fee[2]	Original Budget w/ Reallocation[3]	New Budget
Task Description	Kate Giberson Project Dir/Mgr *$215.00*	Wendy Young Analyst/Permitting *$152.00*	David Mack Planner/Analyst *$152.00*	Shannon Bane Biologist/Ecologist *$152.00*	Sharon Toland AQ/GHG/Noise *$152.00*	Randy Deodat GIS/Graphics *$126.00*	Technical Support/ Report Production *$105.00*	Ecosystems West[1] *Biological Res*	Albion[1] *Cultural Res*			
Task 1: Early Coordination with Project Team and Stakeholders												
1.1 Early/Ongoing Coordination with Project Team and Stakeholders	20.0	12.0		4.0						$ 6,732.00		
1.2 County Application and Coordination	24.0		20.0							$ 8,200.00		
Hours Subtotal	*44*	*12*	*20*	*4*	*0*	*0*	*0*					
Task 1 Subtotal	*$9,460.00*	*$1,824.00*	*$3,040.00*	*$608.00*	*$0.00*	*$0.00*	*$0.00*	$ -	$ -	***$14,932.00***	***$12,050.00***	***$26,982.00***
Task 2: Technical Studies												
2.1 Wetland Delineation and Preliminary Jurisdictional Determination										$ -		
2.2 Biological Resources								$ 4,000.00		$ 4,000.00		
2.3 Cultural Resources									$ 1,113.56	$ 1,113.56		
2.4 Informal Agency Consultation										$ -		
2.5 Conceptual Mitigation Plan										$ -		
Hours Subtotal	*0*	*0*	*0*	*0*	*0*	*0*	*0*					
Task 2 Subtotal	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$ 4,000.00*	*$ 1,113.56*	***$5,113.56***	***$49,830.67***	***$54,944.23***
Task 3: CEQA Initial Study/Mitigated Negative Declaration												
3.1 Initial Study/Mitigated Negative Declaration	38.0		16.0		8.0	8.0				$ 12,826.00		
3.2 Responses, Final IS/MND, and MMRP										$ -	$ -	
Hours Subtotal	*38*	*0*	*16*	*0*	*8*	*8*	*0*					
Task 3 Subtotal	*$8,170.00*	*$0.00*	*$2,432.00*	*$0.00*	*$1,216.00*	*$1,008.00*	*$0.00*	$ -	$ -	***$12,826.00***	***$27,170.00***	***$39,996.00***
Task 4: Permit Applications												
4.1 USACE Section 404										$ -	$ -	
4.2 USFWS Section 7												
4.3 RWQCB Section 401												
4.4 CDFW Section 1602										$ -	$ -	
4.5 CCC Coastal Development Permit										$ -	$ -	
Hours Subtotal	*0*	*0*	*0*	*0*	*0*	*0*	*0*					
Task 4 Subtotal	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	$ -	$ -	***$0.00***	***$24,490.00***	***$24,490.00***
Subtotal Tasks 1-4	$17,630.00	$1,824.00		$608.00	$1,216.00	$1,008.00	$0.00	$4,000.00	$1,113.56	***$32,871.56***	***$113,540.67***	***$146,412.23***
Subconsultant Markup (10%)								$400.00	$111.36	$511.36	$5,604.00	$6,115.36
Escalation [4]										$2,350		
TOTAL										**$35,732.92**	**$119,144.74**	**$154,877.66**

[1] **See separate cost estimate spreadsheets provided by EcoSystems West and Albion for the cost breakdown**

[2] **Explanation of Amendment #1**

Task 1.1

Giberson: Ongoing Team progress meetings with City/MME/WWW (1.5 hours/month x 8 months = 12 hrs) and additional Stakeholder meetings with Land Trust/CDFW (1 hour/month x 8 months = 8 hours)

Young/Bane: Replenish depleted funds (Wendy's 10 hrs + Shannon's 8 hrs = $2,610) with $2,320 (Wendy 12 hours + Shannon 8 hrs = $2,320)

Task 1.2

Giberson/Mack: Assist City with preparing County application and associated coordination with County (Giberson 24 hrs + Mack/Young 20 hrs = $8,200)

Task 2.2

EcoSystems West and Albion: Additional surveys and analysis of added Watsonville Slough Trail segment

Task 3.1

Giberson: Replenish the 24 hours previously realloacted to Task 1, plus 6 hours for rev/expanded project description and 8 hours to coordinate/review additional analyses for including analysis of trail on both sides of Lee Road.

Mack and/or Young: 16 hours for additional analysis of trail on both sides of

Toland: 4 hours to develop construction assumptions for AQ/GHG/Noise analyses, plus 4 hours for additional modeling for project phasing, equals 8 hours.

Deodat: 8 hrs for graphics (scope assumed would be provided by MME, but need will need to transform for use in IS)

[3] **Budget Reallocation**

The City authorized 24 hours of Giberson time ($4,920) reallocated from Task 3.2 Initial Study/MND to Task 1.1 Stakeholder Coordination ($7,130) because of increased time to deterlmine the proposed trail alignment to be evaluated ($4,920+$7,130=$12,050).

[4] **Escalation**

The hourly billing rates were increased by 5% to reflect escalation allowed as of January 1, 2020. The rates specified in the contract were effective through December 31, 2019. Because approximately 60% of the original budget ($119,144.74) has yet to be expended, the rate increases effectively reduce the hours available to complete the work; and adding $2,350 to the overall budget offsets the loss so the hours estimated can still be worked and billed to the project. Calculations for $2,350 available (on Escalation tab).

EcoSystems West

Table 1(2). Supplemental cost estimate to conduct biological resource studies for the Lee Road Trail Project.

TASKS	W. Davilla	J. Davilla	E. McGinty	I.M. Laursen	C. Steiner	B. Mori
Project Management/Communication						
Literature and Database Review						
Field Surveys						
Habitat Characterization/Rare Plant Survey/Floristic Inventory		8				
Wildlife Surveys						
Avian Survey			2	2		
Amphibian Site Assessments (CRLF, CTS, SCLS)			2			2
Wetland Field Determination and Mapping		4				
Documentation		4				
Report Preparation						
Draft Biological Assessment Report with Graphics		2	2			
Final Biological Assessment Report						
Amphibian Site Assessment Reports (CRLF, CTS, SCLS)						2
Draft Wetland Delineation Report with Graphics		4				
Final Wetland Delineation Report						
Informal Consultation						
Total HRS	0	22	6	2	0	4
Rate	$145.00	$120.00	$110.00	$110.00	$100.00	$120.00
Subtotal	$0	$2,640.00	$660.00	$220.00	$0	$480.00
TOTAL	$4,000					

ALBION

Lee Road Trail Project, Watsonville

Harris & Associates
March 30, 2020

Labor	Rate	Phase 1 Management and Mobilization[1]		Phase 2 Background Research[2]		Phase 3 Native American Consultation[3]		Phase 4 Pedestrian Survey[4]		Phase 5 Reporting[5]		Total	
		Hours	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*	*Hours*	*Cost*
Principal 3E - Nicchitta, S.	$113.19	4	$452.76	0	$0.00	0	$0.00	0	$0.00	2	$226.38	6	$679.14
Senior Archaeologist 6C - Ross	$104.01	8	$832.08	4	$416.04	0	$0.00	0	$0.00	12	$1,248.12	24	$2,496.24
Senior Archaeologist 5B - D'Oro	$93.30	0	$0.00	1	$93.30	6	$559.80	0	$0.00	4	$373.20	11	$1,026.30
Administrative 8D -Convisser	$84.13	0	$0.00	0	$0.00	3	$252.39	0	$0.00	2	$168.26	5	$420.65
Senior Archaeologist 3A - Ellison	$82.60	0	$0.00	0	$0.00	0	$0.00	8	$660.80	0	$0.00	8	$660.80
Archaeologist 6B - Spellman	$74.95	2	$149.90	0	$0.00	0	$0.00	8	$599.60	0	$0.00	10	$749.50
Archaeologist 5A - Dadiego	$67.30	0	$0.00	0	$0.00	0	$0.00	8	$538.40	0	$0.00	8	$538.40
Total Labor		**14**	**$1,434.74**	**5**	**$509.34**	**9**	**$812.19**	**24**	**$1,798.80**	**20**	**$2,015.96**	**72**	**$6,571.03**
Other Direct Costs		*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*	*Units*	*Cost*
Mileage	$0.58	0	$0.00	0	$0.00	0	$0.00	40	$23.20	0	$0.00	40	$23.20
Records Search	$1,000.00	0	$0.00	1	$1,000.00	0	$0.00	0	$0.00	0	$0.00	1	$1,000.00
Total ODCs			**$0.00**		**$1,000.00**		**$0.00**		**$23.20**		**$0.00**		**$1,023.20**
Total Cost			***$1,434.74***		***$1,509.34***		***$812.19***		***$1,822.00***		***$2,015.96***		***$7,594.23***

1. Includes meetings and communications, field mobilization, and overall management of the scope and budget.
2. Includes the records search, historical research, and desktop geoarchaeology review. Records search costs are an estimate based on project maps and an assumed search radius of 1/2 mile.
3. Includes drafting and sending NAHC and stakeholder letters, plus followup communications.
4. Includes pedestrian survey by 3 field crew and up to 3 shovel probes.
5. Includes writing, editing, and formatting the report, and production of graphics.

City of Watsonville
Public Works and Utilities

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works & Utilities**
Beau Kayser, Water Operations Supervisor

SUBJECT: **Agreement with Telstar Instruments for programmable logic controllers (PLC) upgrades at Well 19 and the Corralitos Filter Plant in the amount of $257,682**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing the approval of an agreement with Telstar Instruments, a corporation, to replace and upgrade the programmable logic controllers (PLCs) at Well 19 and the Corralitos Filter Plant in the amount of $257,682.

DISCUSSION:
Programmable logic controllers (PLCs) automate the production and functions of many of our water facilities. PLCs are small industrial computers used to control motors, pumps, valves and other machinery. Supervisory control and data acquisition (SCADA) is a central system used to monitor and run our water facilities. The Water Department uses SCADA to track information coming in from equipment, enter commands, and operate the water system remotely. SCADA is used in conjunction with PLCs to make adjustments to the processes they control.

The PLCs at Well 19 and the Corralitos Filter Plant have come to the end of their useful life, and replacement parts are no longer produced and can only be found in the used or aftermarket sectors. Electrical and instrumentation upgrades (including PLCs) were projects identified in the City's recent Water Master Plan.

Telstar Instruments is on the City's qualified list of integrators. This list was developed from a Request for Proposal process for On-Call SCADA System Integration Services issued in Fall 2019. Telstar Instruments has significant experience in doing these types of projects in the region, and is well qualified to complete this project.

STRATEGIC PLAN:

Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:

An Electrical/Instrumentation Upgrade budget of $200,000 has been set aside annually for this type of work under CIP Project 913 7813 14417 Electrical/Instrumentation. The remaining $57,682 will be reallocated from project 913-7855-14828 - Miscellaneous Electrical Maintenance.

ALTERNATIVES:

The Council can choose not to approve the agreement and contract. The equipment is obsolete and can continue to be replaced with spare parts until those are no longer available.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT BETWEEN THE CITY OF WATSONVILLE AND TELSTAR INSTRUMENTS, A CORPORATION, FOR PROGRAMMABLE LOGIC CONTROLLER (PLC) UPGRADES AT WELL 19 AND THE CORRALITOS FILTER PLANT, IN AN AMOUNT NOT TO EXCEED $257,682, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME (WILL BE FUNDED FROM THE ELECTRICAL/INSTRUMENTATION CAPITAL IMPROVEMENT PROJECT FUND)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Contract between the City of Watsonville and Telstar Instruments, a corporation, in an amount not to exceed $257,682 for Programmable Logic Controller (PLC) upgrades at Well 19 and the Corralitos Filter Plant, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute said Agreement for and on behalf of the City of Watsonville.

****

CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND TELSTAR INSTRUMENTS

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville,** a municipal corporation, hereinafter called "City," and **Telstar Instruments,** hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from August 26th, 2020 to December 31st, 2021, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed $257,682.00

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY	**CONSULTANT**
City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040	Telstar Instruments 1717 Solano Way, Unit 34 Concord, CA 94520 (925) 671-2888

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY	**CONSULTANT**
CITY OF WATSONVILLE	
BY _____ Matthew D. Huffaker, City Manager	BY _____ Tammy Misenhimer, Contract Administrator

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

See Attachment 1.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: August 26th, 2020 through December 31st, 2021.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed $257,682.00

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall not include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Attachment 1.

TELSTAR INSTRUMENTS

Contractor License #422364

CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance

June 10, 2020

City of Watsonville
Sent by email to beau.kayser@cityofwatsonville.org
desk phone: (831) 768-3193

Attn: Beau Kayser, Water Operations Division
Subj: Water Plant PLC Upgrades
Ref: SR 30-36754

Dear Beau,

Based on our plant visit and discussions with you, Telstar is pleased to provide this quotation for water plant PLC panel upgrades located at 6 Eureka Canyon Rd, Watsonville, CA 95076. The PLC panels identified are as follows:

- Corralitos Filter Panel (CFP)
- Schneider AGE PLC CFP communication Panel (RTU20)
- Well 19 (RTU 12) and Booster Pump PLC Panel
- Well 19 (RTU 12) and Booster Pump interconnect panel.

TASK 1: CORRALITOS FILTER PANEL (CFP) UPGRADE

The existing filter panel consists of an obsolete Siemens TI controller with old Wonderware HMI-Windows XP OS machine (obsolete). This PLC panel controls and monitors 2-water source inlet flow control, 5 sand filters with flow control, various turbidity, pH, Cl_2 analyzers and the clear well. There is another Schneider AGE PLC (RTU20) which communicates CFP PLC data to SCADA through a Satel serial radio over Modbus RTU.

Telstar recommends replacing the CFP backplane with a Allen Bradley new Compact Logix –5380 control platform PLC, Allen Bradley panelview plus 15" color Touch 1500, and the required control components inside the CFP panel to match the existing functionality. Telstar also recommends to transfer the communication functionality from the Schneider AGE PLC (RTU20) to the new CFP Allen Bradly PLC. Telstar will remove unused components from the RTU20.

Note: Rockwell Automation announced as of December 2020, CompactLogix 1769-L3x controllers will be discontinued and no longer supported. We recommend migrating to CompactLogix 5380 control platform.

SCOPE OF SERVICES TASK 1

1. Replace existing obsolete Siemens TI controller and IO with new CompactLogix platform PLC with IO.

2. PLC parts provided:

Qty	Item	Description
1	5069-L320ER	CPU 2 MB 16 I/O mod
1	5069-RTB64-SCREW	power RTB
1	5069-SERIAL	dual DB9
12	5069-IY4	analog input (4)
2	5069-RTB14CJC-SCREW	14 pin RTB
2	5069-OF4	analog output (4)
2	5069-RTB18-SCREW	18 pin RTB
2	5069-IB16	DC input (16)
2	5069-RTB18-SCREW	18 pin RTB
1	5069-OW16	relay output (16)
1	5069-RTB18-SCREW	18 pin RTB
1	5069-ECR	end cap
3	5069-FPD	I/O Field Pot Distr
3	5069-RTB6-SCREW	6 pin RTB

3. Install and replace the existing HMI Hardware with Allen Bradley PanelView PV+ 7 Std 15" color Touch.
4. Replace existing backplane with new backplane & new panel components.
5. Provide UPS 2200 VA, 24V DC 10A power supply, new circuit breaker, fuse blocks, and terminal blocks.
6. Identify field wires and rewire the PLC panel.
7. Provide new PLC panel as built drawings.
8. Program new PLC functionality as per the existing functionality.
9. Program the local HMI as per the existing functionality.
10. Program the historical data trends on the new HMI.
11. Program the PLC SCADA communication functionality for the Schneider AGE PLC (RTU20) into the new AB CFP PLC.
12. Remove unused components from the RTU 20.
13. Reprogram the Modbus data read write blocks to the SCADA.
14. Program the SCADA database for the new address.
15. Program the existing scada functionality for alarm dialer, reports, Historian.
16. Test functionality of PLC, HMI and SCADA functionality

Lump Sum Price for Task 1.....$119,695.00
Sales Tax, Shipping and Handling is included

TASK 2: WELL 19 (RTU 12) AND BOOSTER PUMP PLC UPGRADE

The existing Well 19 PLC panel consists of 2 PLCs; one is a Texas Instrument PLC to control & monitor the well, Cl2 pump; and the other PLC is a Schneider AEG PLC to control & monitor the two FP booster pumps and two Amesti VFD booster pumps. The 4 booster pumps, MCC and the IO interconnect panel are inside another building. All signals from this interconnect panel are hardwired to the Well 19 (RTU 12) PLC panel.

Telstar recommends replacing the Well 19 RTU 12 backplane with a new Allen Bradley Compact Logix–5380 control platform PLC and Allen Bradley PanelView plus 15" color Touch 1500 with the required new control components inside the panel. Telstar also recommends to integrate/combine the booster pump IO and functionality inside the new Allen Bradley CompactLogix PLC. Telstar will remove the unused components, to clean up the wiring and the panel.

Note: Rockwell Automation announced as of December 2020, CompactLogix 1769-L3x controllers will be discontinued and no longer supported. We recommend migrating to CompactLogix 5380 control platform.

SCOPE OF SERVICES TASK 2

1. Replace existing obsolete Texas Instrument well controller and IO with new CompactLogix platform PLC CPU and IO.
2. Replace existing obsolete Schneider AEG Booster Pump controller and IO with new CompactLogix platform PLC IO.
3. PLC parts provided:

Qty	Item	Description (Well)
1	5069-L320ER	CPU 2 MB 16 I/O mod
1	5069-RTB64-SCREW	power RTB
1	5069-SERIAL	dual DB9
2	5069-IB16	DC input (16)
2	5069-RTB18-SCREW	18 pin RTB
2	5069-OW16	relay output (16)
2	5069-RTB18-SCREW	18 pin RTB
1	5069-ECR	end cap
1	5069-FPD	I/O Field Pot Distr
1	5069-RTB6-SCREW	6 pin RTB

Qty	Item	Description (Booster Station)
2	5069-IB16	DC input (16)
2	5069-RTB18-SCREW	18 pin RTB
3	5069-IY4	analog input (4)
3	5069-RTB14CJC-SCREW	14 pin RTB
1	5069-OF4	analog output (4)
1	5069-RTB18-SCREW	18 pin RTB
1	5069-OW16	relay output (16)
1	5069-RTB18-SCREW	18 pin RTB
1	5069-ECR	end cap
1	5069-FPD	I/O Field Pot Distr
1	5069-RTB6-SCREW	6 pin RTB

4. Install and add Allen Bradley PanelView PV+ 7 Std 15" color touch HMI.
5. Replace existing backplane with new backplane & new panel components.
6. Provide UPS 2200 VA, 24v DC 10A power supply, new circuit breaker, fuse blocks, terminal blocks.
7. Identify field wires and rewire the PLC panel.
8. Provide new PLC panel as built drawings.

9. Program new PLC functionality as per the existing functionality for the well and booster pumps control.
10. Program the local HMI to match the existing SCADA functionality.
11. Program the communication functionality for monitor & control the data from SCADA.
12. Remove unused components from the panel, such as the chart recorder.
13. Program the historical data trends on the new HMI.
14. Reprogram the Modbus data read write blocks to the SCADA.
15. Reprogram the SCADA database for the new address.
16. Program the existing SCADA functionality for alarm dialer, reports, and Historian.
17. Test functionality of the PLC, HMI and SCADA.

Lump Sum Price for Task 2.....$137,987.00
Sales Tax, Shipping and Handling is included

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

a. Softwares and license are excluded.
b. Telstar will reuse the existing Radios and configuration for scada communication.
c. All pricing is based on Telstar's standard terms and conditions.
d. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
e. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from above date. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless agreed to in writing by Telstar Instruments. We accept no responsibility for consequential damages and our standard warranty applies. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on standard straight time hours and does not include any prevailing wage rates unless agreed in writing by Telstar Instruments. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls carry a 4-hour minimum per person.

Cancellation charges apply including engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar Instruments.

Limitation of Liability: (a) In no event shall Telstar Instruments, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Telstar Instruments liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed one-fourth (1/4) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of

accrual thereof. (c) In no event, regardless of cause, shall Telstar Instruments be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

Force Majeure: Telstar Instruments shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Telstar Instruments attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar Instruments and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Telstar Instruments and Purchaser other than those set forth herein or herein provided.

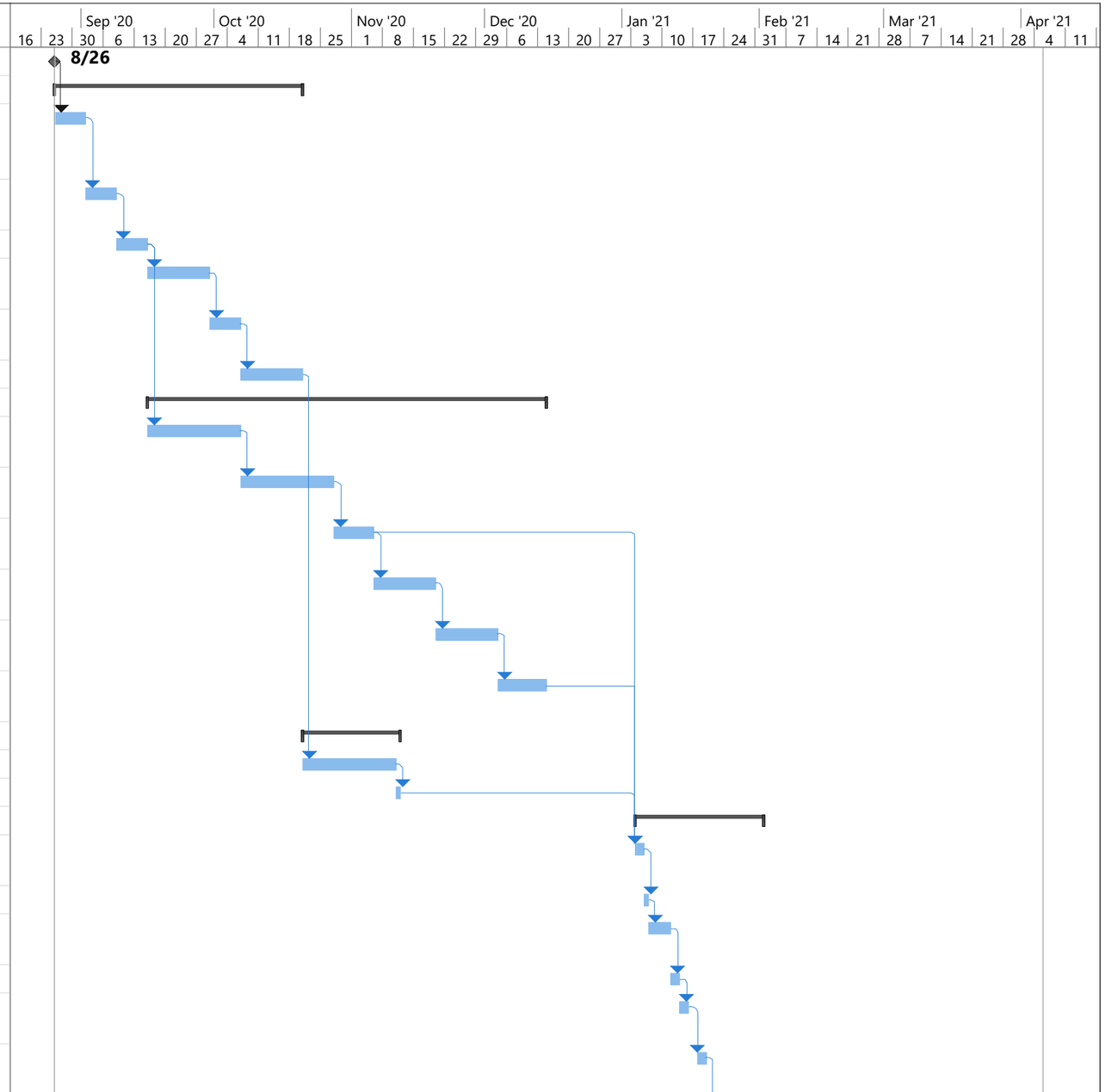
Bonding: Cost of Bonding is not included. Contact Telstar Instruments for a quote if bonding is required.

We look forward to working with you on this project. If you have any questions, please contact me at 916-646-1999.

Sincerely,

Suresh Patil
Telstar Instruments

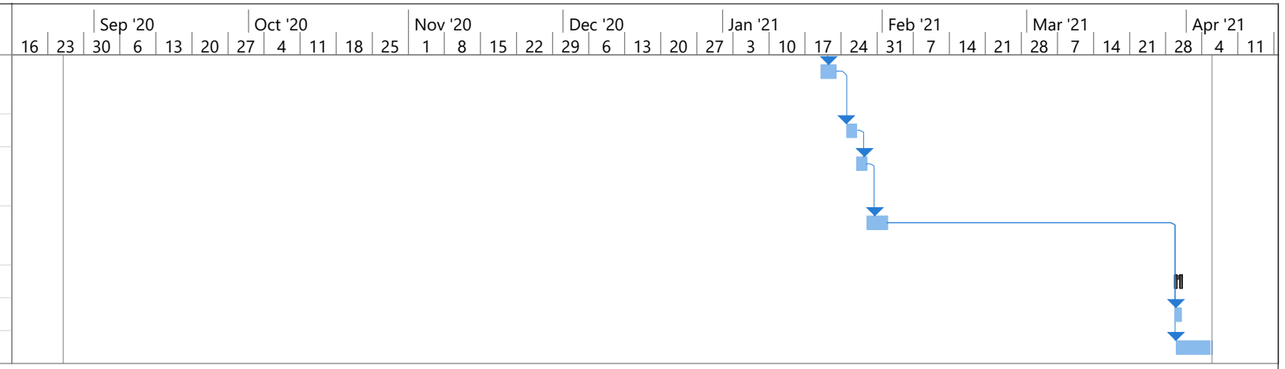
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Notice of Award**	**0 days**	**Wed 8/26/20**	**Wed 8/26/20**	
2		**Project Control System Design/Engineering**	**40 days**	**Wed 8/26/20**	**Tue 10/20/20**	
3		Scope 1 & 2 : Project Startup Site Meeting- Gather Information and Conduct Evaluation	5 days	Wed 8/26/20	Tue 9/1/20	1
4		Scope 1 & 2 : Develop IO and Loop Drawing	5 days	Wed 9/2/20	Tue 9/8/20	3
5		Scope 1 & 2 : Design Control Loop Strategy	5 days	Wed 9/9/20	Tue 9/15/20	4
6		Scope 1 & 2 : Design Control Panel PLC drawing and BOM	10 days	Wed 9/16/20	Tue 9/29/20	5
7		Scope 1 & 2 : Submitt Drawings for Approval	5 days	Wed 9/30/20	Tue 10/6/20	6
8		Procure Materials from BOM	10 days	Wed 10/7/20	Tue 10/20/20	7
9		**PLC and HMI Programming**	**64 days**	**Wed 9/16/20**	**Mon 12/14/2**	
10		Scope 1: Filter PLC Development/Programming	15 days	Wed 9/16/20	Tue 10/6/20	5
11		Scope 1: Filter HMI Development/Programming	15 days	Wed 10/7/20	Tue 10/27/20	10
12		Scope 1: Filter SCADA Tag Development/Programming	7 days	Wed 10/28/20	Thu 11/5/20	11
13		Scope 2: W19 & BPS PLC Development/Programming	10 days	Fri 11/6/20	Thu 11/19/20	12
14		Scope 2: W19 & BPS HMI Development/Programming	10 days	Fri 11/20/20	Thu 12/3/20	13
15		Scope 2: W19 & BPS SCADA Development/Programming	7 days	Fri 12/4/20	Mon 12/14/20	14
16		**Panel Building**	**16 days**	**Wed 10/21/2**	**Wed 11/11/2**	
17		Scope 1 & 2 : Build/Contruct PLC Backpanels	15 days	Wed 10/21/2	Tue 11/10/20	8
18		Scope 1 & 2 : FAT	1 day	Wed 11/11/2	Wed 11/11/2	17
19		**Project Startup And Commmisioning**	**21 days**	**Mon 1/4/21**	**Mon 2/1/21**	
20		Scope 1 & 2 : Identify/Verify Existing IO Wiring	2 days	Mon 1/4/21	Tue 1/5/21	12,18,15FS+14 days
21		Scope 1 & 2 : Verify Wire Interconnects	1 day	Wed 1/6/21	Wed 1/6/21	20
22		Scope 1 :Demo Exisiting, Install New Backplane	3 days	Thu 1/7/21	Mon 1/11/21	21
23		Scope 1 :IO Loop Check	2 days	Tue 1/12/21	Wed 1/13/21	22
24		Scope 1 :PLC/HMI Programming Functional Testing	2 days	Thu 1/14/21	Fri 1/15/21	23
25		Scope 1 :SCADA Database Updates and Functional Testing	2 days	Mon 1/18/21	Tue 1/19/21	24



Project: City of Watsonville
Corralitos Filter Plant and Well
Date: Mon 7/20/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
26		Scope 2 :Demo Exisiting, Install New Backplane	3 days	Wed 1/20/21	Fri 1/22/21	25
27		Scope 2 :IO Loop Check	2 days	Mon 1/25/21	Tue 1/26/21	26
28		Scope 2 :PLC/HMI Programming Functional Testing	2 days	Wed 1/27/21	Thu 1/28/21	27
29		Scope 2 :SCADA Database Updates and Functional Testing	2 days	Fri 1/29/21	Mon 2/1/21	28
30		**Staff Training**	**1 day**	**Tue 3/30/21**	**Tue 3/30/21**	
31		Scope 1 & 2 : Opeator Training on PLC/HMI	1 day	Tue 3/30/21	Tue 3/30/21	29FS+40 days
32		**Punch List and Project Completion**	**5 days**	**Tue 3/30/21**	**Mon 4/5/21**	**29FS+40 days**



Project: City of Watsonville
Corralitos Filter Plant and Well
Date: Mon 7/20/20

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M

DATE: **July 22, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works & Utilities**
Mike Rivera, Solid Waste Division Manager

SUBJECT: **Agreement to Continue Waste Disposal Services by and between the Monterey Regional Waste Management District and the City of Watsonville**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that City Council approve an agreement to continue waste disposal services with Monterey Regional Waste Management District (MRWMD) for a new thirty year term to accept the delivery of waste generated and collected in the City of Watsonville (City).

DISCUSSION:
The City's landfill will reach full capacity in early September 2020. The City will then begin the formal closure process for the landfill. After September, the City will begin transporting all refuse materials to MRWMD for disposal and processing. The City has been disposing portions of its refuse at MRWMD since 2007.

On October 11, 2007, MRWMD and the City entered into a 30-year Waste Disposal Agreement to allow the City to deliver solid waste generated and collected in the City to MRWMD for disposal according to a schedule of prices. Section 7.1 of the 2007 Agreement provides that either the City or MRWMD may terminate the Agreement for convenience during the terms hereof by giving a 90-day's written notice to the other party . If such notice of termination is given, there shall then immediately commence a 5-year final term on the same terms and conditions set forth herein.

MRWMD has elected to terminate the 2007 Agreement and given a notice of termination for convenience under section 7.1 of the 2007 Agreement. MRWMD has identified operational challenges that include:

- The recent ban of recycling products to China, increased recycling contamination and decreased outlets for recycled materials;

- To comply with the new China mandates, MRWMD completed a new $30 million materials sorting and recycling facility to reduce recycling contamination;
- Implementation of SB1383 (the State food waste mandate) requires an upgrade to process organic materials at the MRWMD compost facility and the wastewater treatment plant.

Since the start of the COVID-19 pandemic, the MRWMD Board has been aware of the financial impacts to local jurisdictional budgets. They recommended delaying normal rate increases, and have offered to implement a revised rate schedule slowly over the next five years.

For the first year of the new agreement, the City shall pay $40/ton for refuse delivered to MRWMD. Each year after, the rate will increase $5/ton up to year five. Beginning in year five, and for the remaining 25-years of the 30-year term, the City shall pay 95% of MRWMD's posted rate for refuse delivered to MRWMD for disposal. The posted rate is currently $65/ton. The term of the agreement shall commence on July 1, 2020.

Based on the residential and commercial refuse tons delivered during 2019 (36,000 tons) at $40.00/ton, the 2020 disposal cost to the City is estimated to be $1,440,000. This cost may vary based on actual tons delivered each year.

In 2019, the City cost for disposal was $37.29/ton. So, $40.00/ton represents a 6.8% increase for 2020 and an 8.9% increase per year for years two through four of the Agreement. These rates and costs have been anticipated and incorporated into the City budget as well as the recent solid waste utility rate study.

Comparison costs for other disposal facilities in our area show MRWMD to be the lowest rate in the region. The rates for other regional landfills are listed below:

Landfill	**Price per Ton**
MRWMD	$40.00
Buena Vista Landfill	$81.00
Kirby Canyon Landfill, San Jose	$88.50
Guadalupe Landfill, San Jose	$84.00
Johnson Canyon Landfill, Gonzales	$68.50
Ben Lomond Transfer Station, Santa Cruz	$81.00

The Council approved a collateral agreement for disposal of recyclables and food waste at its April 14, 2020 meeting. This new agreement is only for municipal waste, which is charged at a different rate.

STRATEGIC PLAN:

This agreement to continue waste disposal services is consistent with the City Council's strategic plan in Focus Area 3, Infrastructure and Environment.

FINANCIAL IMPACT:
This disposal prices included in this agreement have an estimated cost of $1,440,000 for 2020 and $1,620,000 for 2021. The costs and rates have been included in the current City budget and rate study and will be funded from the Solid Waste Enterprise Funds, in budget account number 0740-570-7361. After considering the rates and distances of other potential landfills, MRWMD has been determined to provide the most cost-effective disposal solution for the City.

ATTACHMENTS:
None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AGREEMENT TO CONTINUE WASTE DISPOSAL SERVICES BY AND BETWEEN THE CITY OF WATSONVILLE AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (MRWMD) FOR A TERM OF THIRTY YEARS, TO ACCEPT THE DELIVERY OF WASTE GENERATED AND COLLECTED IN THE CITY OF WATSONVILLE, IN AN APPROXIMATE AMOUNT OF $1,440,000 FOR 2020; THE ANNUAL COST WILL VARY BASED ON THE CITY'S ANNUAL TONNAGE AND RATE PER TON; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

Rescinds Resolution No. 199-07 (CM)

WHEREAS, on or about October 9, 2007, the Council adopted Resolution No. 199-07 (CM), approving a Waste Disposal Agreement between the City of Watsonville and MRWMD for the disposal of solid waste at the MRWMD Marina landfill; and

WHEREAS, due to new legal and operational considerations, MRWMD has given the City a notice of termination of the 2007 Agreement; and

WHEREAS, after consideration of rates and distances of other potential landfills, MRWMD has been determined to provide the most cost-effective disposal solution for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Agreement to Continue Waste Disposal Services by and between the City of Watsonville and Monterey Regional Waste Management District (MRWMD), for a term of thirty (30) years, to accept the delivery of waste generated and collected in the City of Watsonville, in an approximate amount of $1,440,000 for 2020, the annual cost will vary based on the City's tonnage and rate per ton, a copy of which Agreement is

attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute said Agreement for and on behalf of the City of Watsonville.

****

AGREEMENT TO CONTINUE
WASTE DISPOSAL SERVICES BY AND BETWEEN
THE MONTEREY REGIONAL WASTE MANAGEMENT
DISTRICT AND THE CITY OF WATSONVILLE

THIS AGREEMENT TO CONTINUE WASTE DISPOSAL SERVICES (hereinafter "Agreement") is made and entered into on July _____, 2020 by and between the Monterey Regional Waste Management District, a public entity duly organized pursuant to the provisions of California Health and Safety Code sections 4170 *et seq.* (the "District"), and the City of Watsonville, a California general law city (the "City") (collectively, the "Parties"), as follows:

RECITALS

A. On October 11, 2007, District and City entered into "WASTE DISPOSAL AGREEMENT BY AND BETWEEN DISTRICT AND CITY," for a term of thirty years, to facilitate the delivery of waste generated and collected in the City to District's Monterey Peninsula Landfill for disposal. Due to certain legal considerations, including without limitation changes to applicable laws, District has given notice to City of termination for convenience of the 2007 agreement, and the Parties are in accord that the 2007 agreement shall be superseded by this Agreement.

B. The Parties are also in accord that they continue to be satisfied with the performance of each of the parties hereto, with the benefits enjoyed by each of the parties under the terms of the 2007 agreement, and with the facts, principles, and descriptions set out in the Recitals of the 2007 agreement, and therefore those Recitals are incorporated here by reference as if set out in full herein.

C. District has determined that the execution by District of this Agreement will serve the public health, safety, and welfare of the District by continuing to provide a more stable, predictable and reliable supply of municipal solid waste to optimize the Monterey Peninsula Landfill, and that the resulting revenue will assist in the District's rate stabilization efforts and waste diversion programs.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, District and City agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "Acceptable Waste" means all non-hazardous solid wastes such as garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection and which is normally disposed of or collected from residential (single family or multi-family), commercial, industrial, governmental, and institutional establishments by haulers, and which is acceptable at Class III landfills under Applicable Law. "Acceptable Waste" also means solid waste that has been source separated and/or processed with reasonable due diligence to remove the following: reusable and recyclable materials; Unacceptable Waste; Hazardous Substances or Hazardous Materials; Universal Waste (as defined by State law); and Hazardous Waste.

1.2 "Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

1.3 "Applicable Law" means the Act, the Monterey County Code, CERCLA, RCRA, CEQA, any legal entitlement and any other rule, regulation, requirement, guideline, permit, action, determination, or order of any governmental body having jurisdiction, applicable from time to time, relating to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation, or maintenance of the Monterey Peninsula Landfill or the transfer, handling, transportation, and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages).

1.4 "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) as amended or superseded, and the regulations promulgated under the statute.

1.5 "CERCLA" means the Comprehensive Environmental Responsibility Compensation and Liability Act (42 U.S.C. Section 9601 *et.seq*.) as amended or superseded, and the regulations promulgated under the statute.

1.6 "Disposal Services" means the solid waste disposal services to be provided to the City by the District under this Waste Disposal Agreement.

1.7 "Hazardous Material" or "Hazardous Substance" has the meaning given such terms in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and Titles 22 and 26 of the California Code of Regulations, as well as other regulations promulgated under these statutes, as they exist now and as they may be amended from time to time.

1.8 "Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical, or infectious characteristic may do any of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged; or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act (RCRA) and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117; (4) the California Public Resources Code, Section 40141; and (5) future additional or substitute Applicable Law pertaining to the indemnification, treatment, storage, or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

1.9 "Household Hazardous Waste Element" or "HHWE" means a solid waste planning document prepared by each city and unincorporated county pursuant Division 30, Section 41000 et seq. of the Act.

1.10 "Non-District Waste" also "Out-of- District Waste," means solid waste originating outside the jurisdictional boundaries of the District.

1.11 "RCRA" means the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq*., as amended and superseded.

1.12 "Self-Hauler" means any person not engaged commercially in waste cartage that collects and hauls to the Monterey Peninsula Landfill Acceptable Waste generated from residential or business activities.

1.13 "Source Reduction and Recycling Element" or "SRRE" means a solid waste planning document prepared by each city and unincorporated county pursuant to Division 30, Section 41000 et seq. of the Act.

1.14 "Transfer Trucks" means any large, multi-axle vehicle not exceeding 80,000 pounds gross vehicle weight.

1.15 "Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Hazardous Materials; untreated medical waste; Household Hazardous Waste that has been separated from Acceptable Waste; explosives; bombs; ordnance, such as guns and ammunition; highly flammable substances; noxious materials; drums and closed containers; liquid waste, including liquid concrete; oil; human wastes and sewage sludge; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts; motor vehicles or major components thereof; agricultural equipment; trailers; marine vessels and steel cable; hot loads, including hot asphalt, and hot liquid sulfur; loads of whole tires; friable asbestos; and any waste which the Monterey Peninsula Landfill is prohibited from receiving under Applicable Law.

1.16 "Uncontrollable Circumstances" means only the following acts, events or conditions, whether affecting the City, or the District, to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement:

1. an act of nature, hurricane, landslide, lightning, pandemic, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. a change in law affecting either party's ability to perform an obligation or complying with any condition required of such party under this Agreement;
3. pre-emption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain.

Provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party.

2. TERM OF AGREEMENT

2.1 Term of Agreement

The term of this Agreement shall commence on the date first written above and shall continue for thirty years thereafter.

3. DELIVERY OF WASTE

3.1 Commitment to Deliver Waste

The City shall be permitted to annually deliver Acceptable Waste to the Monterey Peninsula Landfill during the term of this Agreement.

Waste shall generally be delivered by refuse collection or transfer vehicles of the City's franchised waste hauler.

Waste shall be delivered to the Monterey Peninsula Landfill during the hours of 5:30 A.M. TO 4:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. on Saturdays or as otherwise approved in writing by the District or as modified by a regulatory entity at the time of a permit renewal or issuance of a new permit.

The City shall deliver to the Monterey Peninsula Landfill one hundred percent of the Acceptable Waste generated from residential or business activities within the City and collected by the City's franchised waste hauler or any subcontractor. The delivery to any other landfill, with the exception of the City owned landfill, of Acceptable Waste generated from residential or business activities within the City by the City's franchised waste hauler or any subcontractor is a

default under the terms of this Agreement, in which event, the District shall be entitled to reasonably estimate the amount of Acceptable Waste that would have been delivered to the Monterey Peninsula Landfill and invoice the City for such amount in accordance with Section 4.2.

3.2 City's Authority to Deliver Waste

The City warrants that it has and shall maintain during the term of this Agreement the right, power, and authority to deliver the Acceptable Waste to the District through franchises, contracts, permits, licenses, or other arrangements.

4. PROVISION OF DISPOSAL SERVICES

4.1 Commitment to Provide Disposal Services

The District agrees to provide Disposal Services to the City for the term of the Agreement under the conditions specified in the Agreement. The District warrants that it can receive City's Acceptable Waste at the designated Monterey Peninsula Landfill, under the facility permit for the term of this Agreement.

4.2 Fee for Disposal Services

For the first four years of this Agreement, City shall pay rates for refuse delivered to District according to Exhibit A, Refuse Rates, attached hereto and incorporated herein by this reference. Beginning in Year Five, and for the remainder of the term of this Agreement, City shall pay a rate equal to 95% of District's Posted Rate for Refuse (also known as the "Member Agency Rate" or "Disposal Tip Fee Rate") delivered to District for disposal. For the entirety of this Agreement, all other materials and services shall be paid at rates equal to the District's Posted Rates for such materials and services. All changes to District's Posted Rates are subject to approval by District's Board of Directors, in the exercise of its sole discretion. For the purposes of this Agreement, the first year, or "Year 1", shall begin on July 1, 2020 and end on June 30, 2021.

4.3 Payment for Disposal Services

The City is responsible for payment for Disposal Services and all other fees or charges under this Agreement. The District may, in its discretion, charge and accept payment from the City's franchised waste hauler for Disposal Services but responsibility for payment of any charges not paid by the City's franchised waste hauler remains the City's responsibility. The

disposal fee may be paid in cash in advance for each load at the time of delivery, or the District may elect to establish a deferred billing account under a process mutually agreed upon.

4.4 Annual Disposal Fee Increase Adjustment for Provision of Disposal Services

The rate specified in Section 4.2 shall be as specified in Exhibit A. All rate increases through July 1, 2024 shall be effective on July 1 of each year. Thereafter, rate increases shall be effective concurrent with rate increases approved by the District's Board of Directors.

4.5 Increase in Governmental Fees or District Costs Due to New Regulatory or Statutory Mandates

If any fees or charges are imposed or increased by law or regulation after the date first written above and levied on the District by any local, state, or federal government or a local enforcement agency, the District shall have the right, upon 30-days prior written notice to the City, to increase the then current fee charged to the City hereunder in an equitable manner relative to the services provided to the City under this Agreement. Any increased cost borne by the District due to new regulatory or statutory mandates beyond the District's control shall be allocated based on the percentage of tons of waste delivered to the District by the City compared to all other tons delivered to the District and included in the disposal fee charged.

5. PROCEDURES FOR DELIVERY AND ACCEPTANCE OF WASTE

5.1 Procedures for Delivery and Acceptance of Out-of-District Waste

City shall deliver Acceptable Waste to the Monterey Peninsula Landfill according to the conditions and procedures in **Exhibit B.**) The General Manager of the District and the City's designee may mutually agree to modify **Exhibit B**, provided such modifications are made in writing signed by both parties and subject to the terms and conditions of this Agreement.

The City through its franchised waste hauler shall bear all costs of collection, processing, transfer, transportation, taxes, permits, or impositions assessed by any governmental body related to the delivery of waste to the Monterey Peninsula Landfill. The District assumes all costs incurred as a result of the acceptance of the City's Acceptable Waste.

5.2 Unacceptable Waste

The City shall act with reasonable due diligence to prevent the delivery of any waste to the Monterey Peninsula Landfill that is defined as Unacceptable Waste under this Agreement.

5.3 Out-of-City Waste

Only waste originating inside of the City (with the exception of up to 5% of out-of-City waste per Section 8.4) may be delivered to the Monterey Peninsula Landfill pursuant to this Agreement. City shall maintain records and supporting source documents that adequately identify the origin of all "Acceptable Waste" delivered by the City to the Monterey Peninsula Landfill pursuant to this Agreement. All records and source documentation shall be maintained by the City for a minimum of five years following the termination of this Agreement. Documents shall be maintained in a location mutually acceptable to District and City.

District shall, through its duly authorized agents or representatives, have the right to examine and audit records and supporting source documents maintained by City concerning the origin of waste delivered to the Monterey Peninsula Landfill at any and all reasonable times, upon thirty (30) days written notice, for purposes of determining the accuracy of those records and of the reports provided to District pursuant to this Agreement and of the accuracy of City payments to District pursuant to this Agreement. If any Audit of the City's or its franchised hauler's invoices or other records reveals any variance from any invoice for waste delivered to the District in excess of three percent of the amount shown on such invoice, or if the City has failed to maintain true and complete books, records and supporting source documents in accordance with this Section, City shall immediately reimburse District for all costs and expenses incurred in conducting such Audit.

5.4 Hazardous Materials, Substances or Waste

The City shall act with reasonable due diligence to prevent the delivery of Unacceptable Wastes, Hazardous Materials, Hazardous Substances, or Hazardous Waste to the Monterey Peninsula Landfill. The City program for detection and removal of Hazardous Materials, Hazardous Waste, Hazardous Substances or Unacceptable Waste from Acceptable Waste ("Hazardous Materials Removal Program") is set out in **Exhibit C**, incorporated herein by this reference as if fully set forth herein.

The City shall notify the General Manager of the District, in writing, at least 30-days prior to making any significant modifications in City's Hazardous Materials Removal Program. The District may object to any such modification in writing within 15-days of receipt. The City shall give reasonable consideration to any District objections. The intentional delivery any quantity of Hazardous Waste shall constitute a material breach of this Agreement.

5.5 Emergency Re-Designation of Facility

The District shall have the right to suspend acceptance of Acceptable Waste to the Monterey Peninsula Landfill at any time for up to 45-days upon the occurrence of a natural disaster or other Uncontrollable Circumstances which affect the ability of the District to accept, under Applicable Law, City's otherwise Acceptable Waste at the Monterey Peninsula Landfill.

The District will make every reasonable effort to provide advance notice; however, exigent circumstances may require re-designation of Acceptable Waste on a temporary basis without prior notice. No adjustments shall be made to the disposal fee of waste redirected due to emergency.

5.6 Mutual Aid

In the event of an emergency, the parties may provide mutual aid to one another through the sharing of resources.

5.7 Weights for Payment

Payment shall be based upon weight provided by the Districts' regular vehicle weighing scale system.

6. REGULATORY COMPLIANCE

6.1 Applicable Law

Throughout the term of this Agreement the parties shall comply with Applicable Law; and shall obtain and maintain any permits, licenses, or approvals which are required for the performance of the party's respective obligations under this Agreement.

6.2 Compatibility with The Act

The actions of the City in entering into this Agreement shall be compatible with the goals, policies, and agreements of the Source Reduction and Recycling Element(s) (SRREs) of the jurisdiction(s) generating the waste which is accepted in the Monterey Peninsula Landfill.

6.3 Disposal Reporting

The City shall supply all information necessary to comply with the District's Disposal Reporting System and any other information required by the District to comply with the Act, or any other Applicable Law.

7. TERMINATION, DEFAULT AND REMEDIES

7.1 Termination for Convenience

Commencing on the first day of the eleventh year of this agreement, either party may terminate this Agreement for convenience during the term hereof by giving a 30-day's written notice to the other party. Upon the expiration of the 30-day notice period, a five-year final term on the same terms and conditions set forth herein shall commence.

7.2 Termination for Cause

Either party may terminate this Agreement for cause for the reasons set forth below, without the commencement of a final 5-year term (as provided in paragraph 7.1). In the case of termination for cause, the terminating party shall not be liable to the non-terminating party for any damages incurred due to early termination, including, but not limited to, consequential damages.

A. Termination for Cause by District

The District may terminate for cause if:

i. The City delivers waste originating outside the City in excess of 5% (paragraph 5.3);

ii. The City intentionally delivers and attempts to deliver Unacceptable Waste; Hazardous Substances or Hazardous Materials or Universal Waste (as defined by State law) (paragraph 5.4); or

iii. The City fails to comply with a Household Hazardous Waste Program that complies with state law (paragraph 8.4).

B. Termination for Cause by City

The City may terminate for cause if the District is unable to accept Acceptable Waste for more than 45-days and the parties are unable to reach a mutually acceptable resolution through modification of this Agreement (paragraph 5.5).

C. Termination for Cause by Either Party

Either party may terminate for cause if:

i. The District is ordered by court of competent jurisdiction to cease providing Disposal Services under the terms and conditions of this Agreement. In such event District will not be liable for actual or consequential damages due to the inability to provide Disposal Services.

ii The other party is determined to be in violation of Applicable Law, despite reasonable due diligence.

D. Opportunity for Cure

If either party fails to perform any of its obligations hereunder, that party shall have 30 business days from receipt of written notice of default from the other party within which to cure such default. However, the City's intentional delivery of industrial or commercial Hazardous Waste (pursuant to paragraph 5.4) or failure to maintain a Household Hazardous Waste (HHW) Management Program that complies with state law (pursuant to paragraph 8.4) may be grounds for termination in the District's discretion. Such default may be subject to termination pursuant to paragraph 7.2. In the case of a default involving HHW under paragraph 5.4 by City, City must cure the default within 24 hours of written notice of the default in compliance with applicable laws and regulations, including District ordinances and established procedures.

7.3 Dispute Resolution

If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall meet and confer in a good faith attempt to resolve the matter between themselves. If a dispute concerns any amounts to be paid to the District by the City, then the City shall pay the amount demanded on time, under protest, notwithstanding that the City has commenced or proposes to commence the dispute resolution procedures specified herein. If a dispute is not resolved by meeting and conferring within a period of thirty (30) days after the first notice of the dispute is received by the non-disputing party, the matter shall be submitted for formal mediation to a mediator mutually agreed upon by the parties. The expenses of such mediation will be shared equally between the parties. If the dispute is not or cannot be resolved by mediation within one-hundred-twenty (120) days after the notice of the dispute is received by the non-disputing party, then either party may pursue any and all available legal and equitable remedies.

8. GENERAL CONDITIONS

8.1 Uncontrollable Circumstances

Each party will excuse performance by the other in the event of Uncontrollable Circumstances.

8.2 Indemnification and Hold Harmless

A. Indemnification by City. City and District agree that District, its Board of Directors, officers, employees and agents, shall to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation cost, defense cost, court cost or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the District. City acknowledges that District would not enter into this agreement in the absence of this commitment to indemnify and protect District as set forth herein.

To the full extent permitted by law, the City shall defend, indemnify and hold harmless District, its Board of Directors, officers, employees and agents from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees, and any other costs or expenses of any kind whatsoever without restriction or limitation which arise from or are connected with or are caused or claimed to be caused by the sole or active negligence or willful misconduct of the City or its franchised waste hauler or contractor(s). All obligations under this provision are to be paid by the City as they are incurred by the District.

Without affecting the rights of the District under any provision of this Agreement or this section, the City shall not be required to indemnify and hold harmless District as set forth above for liability attributable to the active negligence of the District, its officers, employees or agents, provided such active negligence is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the District is shown to have been actively negligent and not in instances where the City, or its franchised waste hauler or contractor(s) are solely or partially at fault or in instances where the District's active negligence accounts for only a percentage of the liability involved. In those instances, the obligation of the City will be for that portion or percentage of liability not attributable to the active negligence of the District, as determined by written agreement between the parties or the findings of a court of competent jurisdiction.

The City shall obtain executed indemnity agreements from its franchised waste hauler and any contractor or any other person or entity involved by, for, with or on behalf of the City in the performance or subject matter of this Agreement. In the event the City fails to obtain such indemnity obligations from others as required here, the City shall be fully responsible according to the terms of this section.

Failure of the District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder and shall survive the termination of this Agreement or this section.

B. Indemnification by District. To the full extent permitted by law, the District shall defend, indemnify and hold harmless the City, its City Council, officers, employees and agents from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees, and any other costs or expenses of any kind whatsoever without restriction or limitation which arise from or are connected with or are caused or claimed to be caused by the sole or active negligence or the willful misconduct of the District. All obligations under this provision are to be paid by the District as they are incurred by the City.

Without affecting the rights of the City under any provision of this Agreement or this section, the District shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the active negligence of the City, its officers, employees, contractors or agents, provided such active negligence is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City or its franchised waste hauler or contractor(s) are shown to have been actively negligent and not in instances where the District is solely or partially at fault or in instances where the City's active negligence accounts for only a percentage of the liability involved. In those instances, the obligation of the District will be for that portion or percentage of liability not attributable to the active negligence of the City, as determined by written agreement between the parties or the findings of a court of competent jurisdiction.

C. Notice of Claims

A party seeking indemnification shall promptly notify the other party of the assertion of any claim against it for which it seeks to be indemnified, shall give the other party the opportunity to defend such claim, and shall not settle the claim without the approval of the other party. These indemnification provisions are for the protection of the Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

8.3 Insurance

City shall require its franchise waste hauler to maintain, and require any of its subcontractors or others hired for this Agreement to maintain, insurance coverage as described hereunder effective the date first written above and such insurance shall remain in full force at all times throughout the full term of this Agreement. Insurers providing coverage as required by this Agreement shall be acceptable to District and must be authorized to do business in the State of California.

Certificates of insurance or other evidence satisfactory to the District shall be furnished in duplicate, evidencing City coverage of Workers' Compensation Insurance, Commercial General Liability, and Comprehensive Auto Liability; such certificates shall show the insurer's name, policy number, limit of coverage, and the period of the policy and cancellation conditions of these specifications. Such certificates shall state that coverage there under shall not be terminated or reduced in coverage until 30 days' written notice is given to General Manager of the District of cancellation or reduction in coverage; allow for severability of interest of District; and be primary and non-contributing with insurance maintained or self-insured by the District.

The District shall be added, by endorsement to the policy for Commercial General Liability, Auto Liability and Employer's Liability coverage, as an additional insured party on the above-described policies, as they pertain to the operations of the named insured performed under this Agreement for the District. The District, as the additional insured party, shall be defined as follows: “Monterey Regional Waste Management District and Agency, its Council, boards and commissions, officers, employees, agents, and volunteers”. Entire limits of liability maintained must be certified but in no event shall limits be less than specified herein below:

Coverage	Minimum Limit
Workers' Compensation	Statutory

Employer's Liability	$1,000,000 per accident or disease
Comprehensive General Liability	$1,000,000 Combined
General Aggregate	$2,000,000 Single limit each occurrence
Comprehensive Auto Liability (Including owned, non-owned And hired vehicles)	$1,000,000 Combined Single limit each occurrence

Workers' Compensation Insurance Policy shall include a waiver of all rights of subrogation against the District.

8.4 Solid Waste Origin

City may deliver solid waste collected by City or any other entity under subcontract to City. The District understands and agrees that up to 5% of the City's Acceptable Waste delivered to the Monterey Peninsula Landfill during any twelve-month period may originate outside the City. Waste originating outside City in excess of the 5% cap, may not be delivered without the express prior written consent of the District General Manager. All waste delivered must originate from a municipality or district that has implemented an approved Household Waste Collection Program and has fully implemented its SRRE.

8.5 Non-Assignment of Agreement

City may not assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the District, which may be withheld at the District's sole discretion. Any person or entity to whom this Agreement is assigned shall expressly agree to be bound by all provisions of this Agreement. City will remain liable to District for all obligations under this Agreement notwithstanding any assignment made pursuant to this clause.

8.6 Notices

Any notice required or permitted by this Agreement shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth in this Agreement. Any changes to the respective addresses to which notices may be directed, may be made from time to time by any party by notice to the other party. The present addresses of the parties are:

District Monterey Regional Waste Management District

Attn: General Manager

Location for Direct Deliveries and Certified Mail:
14201 Del Monte Blvd., Monterey County, CA
P.O. Box 1670, Marina, CA 93933-1670

City City of Watsonville.
Attn: City Clerk
P.O. Box 50000
Watsonville, CA 95077-5000

8.7 Indemnification for Taxes and Contributions

Each party shall exonerate, indemnify, defend, and hold harmless the other (which for the purpose of this paragraph shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect each party's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

8.8 Non-Discrimination

During and in relation to the performance of this Agreement, both parties agree as follows:

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

8.9 Independent Contractor Status

The District and City have reviewed and considered the principal test and secondary factors for determining independent contractor status and agree that this is an independent contractor arrangement and that neither party is an employee of the other. Each party is responsible for its own insurance (workers' compensation, unemployment, etc.) and all payroll-related taxes. Neither party is entitled to any employee benefits from the other. Each party shall have the right to control the manner and means of accomplishing the result contracted for herein.

8.10. Amendment or Modification

This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.

8.11. Further Actions

Each of the parties shall execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably by required to give effect to the terms and conditions of this Agreement.

8.12. Interpretation

This Agreement has been negotiated by and between the general managers and engineers or principals of both parties, all persons knowledgeable in the subject matter of this Agreement, which was then reviewed and drafted by attorneys representing both parties, in joint consultation with both general managers and engineers or principals. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

8.13 Captions

Titles or captions of sections and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

8.14 Severability

If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement, unless this

Agreement without the severed provision would frustrate a material purpose of either party in entering into this Agreement.

8.15 Attorneys' Fees and Costs

In the event it should become necessary for either party to enforce any of the terms and conditions of this Agreement by means of court action or administrative enforcement, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.

8.16 Relationship of Parties

Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between the parties.

8.17 Controlling Law; Jurisdiction

The parties agree that this Agreement and the rights and remedies of the parties hereunder shall be governed by California law. Each party consents to the exclusive jurisdiction of the Superior Court of California in and for the County of Monterey with respect to any dispute which is not otherwise resolved as herein provided and for the enforcement hereof.

8.18 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless made in writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Agreement or any other right at any time shall not be a bar to exercise of the same right on any subsequent or any other right at any time.

8.19 Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

8.20 Entire Agreement

This Agreement constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to such subject matter.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates opposite their respective signatures:

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Date:_____ By_____
Chairperson of the Board of Directors

CITY OF WATSONVILLE

Date:_____ By_____
City Manager

ATTEST:

Date:_____ By_____
MRWMD Board Secretary

Date:_____ By_____
City Clerk

APPROVED AS TO FORM:

By_____ Date:_____
District Legal Counsel

By_____ Date:_____
City Attorney

APPROVED AS TO INSURANCE:

By_____ Date:_____
City Risk Manager

EXHIBIT A

REFUSE RATES

	Refuse Disposal Rates					
Effective Date of new rates	**Current**	**New**	**7/1/2021**	**7/1/2022**	**7/1/2023**	**7/1/2024**
Posted MRWMD Refuse Rate	$65.00	$65.00	TBD	TBD	TBD	TBD
Contractual Refuse Rates						
City of Watsonville	$37.29	$40.00	$45.00	$50.00	$55.00	95% Posted Refuse Rate

EXHIBIT B

CONDITIONS & PROCEDURES FOR DELIVERY OF ACCEPTABLE WASTE BY CITY OF WATSONVILLE TO MONTEREY PENINSULA LANDFILL

1. The City will not deliver any Acceptable Waste to the Landfill after 4:00 P.M. Monday-Saturday except in the case of an emergency, or with prior written approval of the District General Manager or his/her designee.
2. The types of vehicles to deliver Acceptable Waste will be Transfer Trucks or Refuse Collection Packer Trucks only.
3. The City will participate in a Household Hazardous Waste Program that complies with state law.

City delivery vehicles shall proceed to the Districts' regular vehicle weighing scale system upon arrival at the Monterey Peninsula Landfill for all loads accepted. District staff will invoice the City monthly based upon weight provided by the Districts' regular vehicle weighing scale system. Terms of payment will be net 30 day's upon receipt of invoice

EXHIBIT C

CITY HAZARDOUS MATERIALS REMOVAL PROGRAM

City of Watsonville
City Manager's Office

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Tamara Vides, Deputy City Manager**
Raunel Zavala, Administrative Analyst

SUBJECT: **Amendment to the Lease dated May 14, 2014, between the City of Watsonville as Landlord and Sook Yum, an individual, dba Top USA as the Tenant for the Property known as Watsonville Beach Street Parking Garage Units 21, 27 and 31**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council approve the Lease Amendment to set the monthly rent for the property known as Watsonville Beach Street Parking Garage units 21, 27 and 31, to $5,654.10 per month, to the Lease dated May 14, 2014, which is set to expire March 12, 2024, between the City of Watsonville as landlord and Sook Yum, an individual, DBA Top USA as the tenant.

DISCUSSION:
Sook Yum has been a tenant of this property since February 13, 1995, when the Council approved a Lease with Sang Park, In Sook Yum, Ho Suk William, Kyoung Sook Suh, and Kwan Hoi Koo for Watsonville Beach Street Parking Garage units 21, 27 and 31. The Lease has been amended and/or extended various times and it now expires on March 12, 2024. During the time the lease has been in place, four partners have withdrawn from the business, leaving Sook Yum as the sole proprietor.

The premises are 8,424 square feet of retail space and 510 square feet of storage space. The key terms of the proposed Lease Agreement are as follows:

1. Term: Five years, ending March 12, 2024
2. Area: Retail Space – 8,424 sq. ft.
   Storage Space – 510 sq. ft.

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3. Rent:

   Retail space - $5,475.60 per month, with an annual increase based on the consumer price index not to exceed 3% in any one year.
   Storage Space – Years 1-5 at $178.50 ($0.35/sq. ft.)

With the current economy, retail spaces in the downtown are often vacant. Mr. Yum requests the Council consider a downward adjustment to his monthly rent as a result of the current pandemic and the economic impact on retail businesses.

STRATEGIC PLAN:
The recommended action is consistent with the City's policies and goals of the City's Strategic Plan to improve economic development by supporting and retaining existing businesses.

FINANCIAL IMPACT:
The City's General Fund will receive annual rent of $67,849.20 during the first year of the lease and a subsequent increase up to 3% each year thereafter for the duration of the lease.

ALTERNATIVES:
Council can elect not to amend the lease with Sook Yum, which could cause the tenant to terminate the lease.

ATTACHMENTS:
None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF WATSONVILLE AND IN SOOK YUM, AN INDIVIDUAL, DBA TOP USA CO, INC., FOR THE USE OF CITY OWNED PROPERTY COMMONLY KNOWN AS WATSONVILLE BEACH STREET PARKING GARAGE UNITS, 21, 27, AND 31 WEST BEACH STREET; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the First Amendment to Lease between the City of Watsonville and In Sook Yum, an individual, dba Top USA Co., Inc., for the use of City owned property commonly known as Watsonville Beach Street Parking Garage Units, 21, 27 and 31 West Beach Street, a copy of which Lease is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute such Lease for and on behalf of the City of Watsonville.

****

FIRST AMENDMENT TO LEASE BETWEEN CITY OF WATSONVILLE AND IN SOOK YUM, AN INDIVIDUAL, DBA TOP USA CO., INC.

This first amendment to the Lease dated as of May 14, 2014, is made and entered on the last date signed below, by and between the CITY OF WATSONVILLE, a municipal corporation, "Landlord", and In Sook Yum, an individual, doing business as Top USA Co., Inc. (“Tenant").

Whereas, Landlord and Tenant entered a Lease for property commonly known as Watsonville Beach Street Parking Garage units, 21, 27, and 31 West Beach Street, dated on or about May 14, 2014 and which the Council approved on May 13, 2014 by Resolution No. 53-14; and

Now therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree to the following amendments to the Lease:

Section 1.04 Minimum Monthly Rent. $7,507.38 (Section 4.01), subject to adjustment as provided in Section 4.03 is replaced with $5,654.10 (Section 4.01), from and after April 1, 2020, subject to adjustment as provided in Section 4.03.

All other terms are hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment the day set forth next to the signatures below.

LANDLORD	TENANT
CITY OF WATSONVILLE a municipal corporation	In Sook Yum, an individual dba Top USA Co., Inc.
_____ By Matthew D. Huffaker, City Manager	_____ By In Sook Yum, President
Date:_____	Date:_____
ATTEST: By: _____ Beatriz V. Flores, City Clerk	
APPROVED AS TO FORM _____ Alan J. Smith, City Attorney	

City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 19, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cynthia Czerwin, Administrative Services Director**
Marissa Duran, Assistant Finance Director

SUBJECT: **Office of Emergency Services Designation of Applicant's Agent Resolution**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the Council approve the State of California Office of Emergency (OES) Designation of Applicant Agent Resolution for non-state agencies. Staff recommends that the Resolution be a "universal" resolution. A "universal resolution" would be effective for the current and any disasters during the next three years.

DISCUSSION:
On March 13th the President declared a national emergency due to COVID 19. This action unlocked federal funding to fight the disease's spread. The City will be requesting reimbursement from both OES and FEMA for our qualified expenses. This Resolution authorizes the Administrative Services Director and the Assistant Finance Director to apply for expense reimbursement for this and any other declared disaster within three years.

FINANCIAL IMPACT:
The City will be reimbursed by FEMA and OES for the City's qualified expenses.

ALTERNATIVES:
Alternatives include not approving the resolution, which would prevent the City from seeking reimbursement from FEMA and OES declared disasters.

ATTACHMENTS:
None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (OES) DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES; AUTHORIZING THE CITY MANAGER, OR ADMINISTRATIVE SERVICES DIRECTOR, OR ASSISTANT FINANCE DIRECTOR TO APPLY FOR REIMBURSEMENT FOR ALL OPEN AND FUTURE DISASTERS

Amends Resolution No. 186-17 (CM)

WHEREAS, the Designation of Applicant's Agent Resolution for Non-State Agencies is a universal resolution and is effective for all open and future disasters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the State of California Governor's Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

2. That the City Manager, or Administrative Services Director, or Assistant Finance Director be and are hereby authorized and directed to apply for all open and future disasters for and on behalf of the City of Watsonville.

****

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 087-83668

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council of (Governing Body) THE City of Watsonville (Name of Applicant)

THAT Cynthia Czerwin, Administrative Services Director (Title of Authorized Agent), OR

Marissa Duran, Assistant Finance Director (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Watsonville (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Watsonville (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____ (Name), duly appointed and _____ (Title) of

_____ (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the _____ (Governing Body) of the _____ (Name of Applicant)

on the _____ day of _____, 20___.

_____ (Signature) _____ (Title)

City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M

DATE: **August 4, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director**
Suzi Merriam, Community Development Director
Maria Esther Rodriguez, City Engineer

SUBJECT: **Consideration of Council Adoption of a Resolution approving Jenna Townhomes Subdivision, Tract Number 1601 – Final Subdivision Map**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution approving the Final Subdivision Map for Jenna Townhomes Subdivision, Tract Number 1601.

DISCUSSION:

At its April 24, 2018 meeting, City Council approved the Tentative Subdivision Map for the five (5) town house Jenna Townhomes Subdivision located on an approximately 15,530 square-foot parcel, previously used as an industrial site with two existing warehouse buildings, known as 655 Rodriguez Street. The parcel is designated as APN: 018-131-26. The Tentative Map was approved by City Council Resolution No. 69-18 (CM).

Four of the townhomes will be accessed from Rodriguez Street from a new driveway near the existing driveway. The fifth townhome is a detached unit and will have a separate driveway off 6th Street. The private driveway off Rodriguez Street is proposed to be named Jenna Drive. The project includes three (3) visitor parking spaces.

Approval of a final subdivision map is an adjudicative process which reviews whether the proposed final map has satisfied five sections of the City Subdivision Ordinance. Section 13-4.17 of the Municipal Code provides that the Council shall, at the meeting at which it receives the map, or at its next regular meeting after the meeting at which it receives the map, approve the map if it conforms to all of the requirements of [The City Subdivision Ordinance] and of the [State] Subdivision Map Act applicable at the time of approval or conditional approval of the tentative map. If the map does not conform, the Council shall disapprove the map. Any final map disapproval shall identify the requirements that have not been met.

The requirements of the City Subdivision Ordinance for a final map are:

- 13-4.11 Survey required.
- 13-4.12 (not applicable)

- 13-4.13 Form and contents
- 13-4.14 Submittal for City approval.
- 13-4.15 Review by City Engineer.
- 13-4.16 Approval by City Engineer.

Staff has determined that the proposed map satisfies all the requirements of the City Subdivision ordinance and the State Subdivision Map Act except for the requirement of a signed subdivision improvement agreement. (subdivision improvement agreement is a separate agenda item)

After Council approval, the Map goes to the County Recorder for recording.

STRATEGIC PLAN:
This project is consistent with Goal 1: Housing, and Goal 3: Infrastructure and Environment

FINANCIAL IMPACT:
The project will pay utility connection fees and impact fees. Staff has collected fees designed for reviewing and processing the Final Map.

ALTERNATIVES:
Not approving the Final Map is inconsistent with City Council's previous approval of the Tentative Map and would violate provisions of the State Map Act.

ATTACHMENTS:
1. Site and Vicinity Map

cc: City Attorney

Jenna Townhomes Subdivision, Tract No. 1601

6/19/2020, 7:59:32 AM

Parcels

Site Address Points

City Boundary

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri,

Attachment 1

Page 1 of 1

GIS Viewer Application
City of Watsonville, CA

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE FINAL SUBDIVISION MAP FOR JENNA TOWNHOMES SUBDIVISION, TRACT NO. 1601, LOCATED AT 655 RODRIGUEZ STREET, WATSONVILLE, CALIFORNIA (APN: 018-131-26)

WHEREAS, on or about April 24, 2018, the City Council approved the Tentative Subdivision Map by Resolution No. 69-18 (CM), for the Jenna Townhomes subdivision located at 655 Rodriguez Street, Watsonville; and

WHEREAS, the developer, Shawki Deyn Properties, LLC., has requested approval of a Final Subdivision Map for the Jenna Townhomes Subdivision, a 5 unit residential subdivision on a ±15,530 square foot acre parcel located at 655 Rodriguez Street, Watsonville, California (APN: 018-131-26); and

WHEREAS, the developer has provided improvement plans for the Jenna Townhomes Subdivision that have been reviewed by City staff and found to be substantially in compliance with the proposed improvements and conditions of the Tentative Map; and

WHEREAS, the Improvement Agreement required by § 13-7.11 and the Improvement Security required by § 13-7.12, in the form required by § 13-7.13 in the amount required by § 13-7.14 of the Municipal Code have been furnished to the Council and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the Final Subdivision Map for Jenna Townhomes Subdivision, Tract 1601, located at 655 Rodriguez Street, Watsonville, California (APN: 018-131-26), is hereby

approved, which copies of Pages 1-3 are attached hereto and incorporated herein by this reference subject to the following conditions:

(a) No public improvements shall be permitted by the City until the proposed plans are completed and approved by City staff.

****

OWNERS' STATEMENT

We hereby state that we are the owners of, or have some right, title or interest in and to, the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and that we consent to the preparation and recordation of said map and subdivision as shown within the subdivision boundary lines.

We hereby dedicate an easement for public utilities, including but not limited to facilities for ingress and egress, electricity, gas, water, communication, sanitary sewer, drainage and nescessary appurtenances on, over or under that certain land designated "Parcel A Common Area" as shown hereon. All easements are to be kept open and free from buildings and structures not serving the purpose of easement.

OWNERS: Shawki Deyn Properties LLC, A California Limited Liability Company.

_____ _____

ACKNOWLEDGMENT

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

State of California, County of Santa Cruz

On _____, before me, _____,

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

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

WITNESS my hand and official seal.

Notary's signature: _____

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I, Suzi Merrium, Community Development Director of the City of Watsonville, hereby state that I have examined this map, that the subdivision shown hereon is substantially the same as it appears on the tentative subdivision map and any approved alterations thereof, and that all provisions of the California Subdivision Map Act and the City of Watsonville Municipal Code have been complied with.

Date: _____

_____

Suzi Merrium, Community Development Director
City of Watsonville, State of California

CITY CLERK'S STATEMENT

It is hereby ordered that the map of Tract Number 1601 Jenna Townhomes be, and the same is hereby approved, and that the public utilities easement offered for dedication is rejected. I hereby certify that the foregoing order was adopted by the City Council of the City of Watsonville at a meeting of said council held on the

_____ day of _____, 20____.

_____

City Clerk and Ex-Officio Clerk of the City Council of the City of Watsonville, State of California

AUDITOR - CONTROLLER'S STATEMENT

I hereby state there there are no liens for unpaid state, county, municipal, or local taxes or special assessments collected as taxes against the land included in the within subdivision or against any part thereof, except taxes which are not yet payable and which it is hereby estimated will not exceed the sum of $_____ for the year 20____ through 20____, and that said land is not nor is any part thereof, subject to any special assessments which have not been paid in full and that this statement does not include any assessments of any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Date: _____

_____
Auditor-Controller of the County of Santa Cruz

By: _____
Deputy

CLERK OF THE BOARD'S STATEMENT

The Clerk of the Board of Supervisors of the County of Santa Cruz does hereby state that all statements and securities required under the provisions of Sections 66492 and 66493 of the Government Code have been duly filed and deposits have been duly made. Pursuant to the authority delegated to me by said board, I hereby approve said statements and securities on behalf of the County of Santa Cruz.

_____
Clerk of the Board

By: _____ Date: _____
Deputy Clerk

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Raeid Farhat in April 2019. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions within one year after the recordation of this map, and that the monuments are, or will be sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved Tentative Map.

LICENSED LAND SURVEYOR
MICHAEL J. BRIDGETTE
No.7329
STATE OF CALIFORNIA

_____
Michael J. Bridgette

STATEMENT OF THE CITY ENGINEER

I hereby state that I have examined this Final Map and the subdivision as shown is substantially the same as it appeared on the Tentative Map and any approved alteration thereof. All provisions of the Subdivision Map Act, Section 66450 (a) (1) (2) (3), and the City of Watsonville Subdivision Ordinance, applicable at the time of approval, have been compiled with.

Date: _____

_____
Maria Ester Rodriguez, City Engineer
of the City of Watsonville
RCE No. 57165

RECORDER'S STATEMENT

Filed this _____ day of _____, 20_____ at _____m. in

Volume _____ of Maps, at Page _____ at the request of Raeid Farhat

_____
County Recorder

By: _____ Deputy

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map pursuant to the Subdivision Map Act, Section 66450 (a) (4), and I am satisfied this map is technically correct.

Date: _____

_____
Jeff Nielsen, Acting City Surveyor,
City of Watsonville
PLS No. 6832

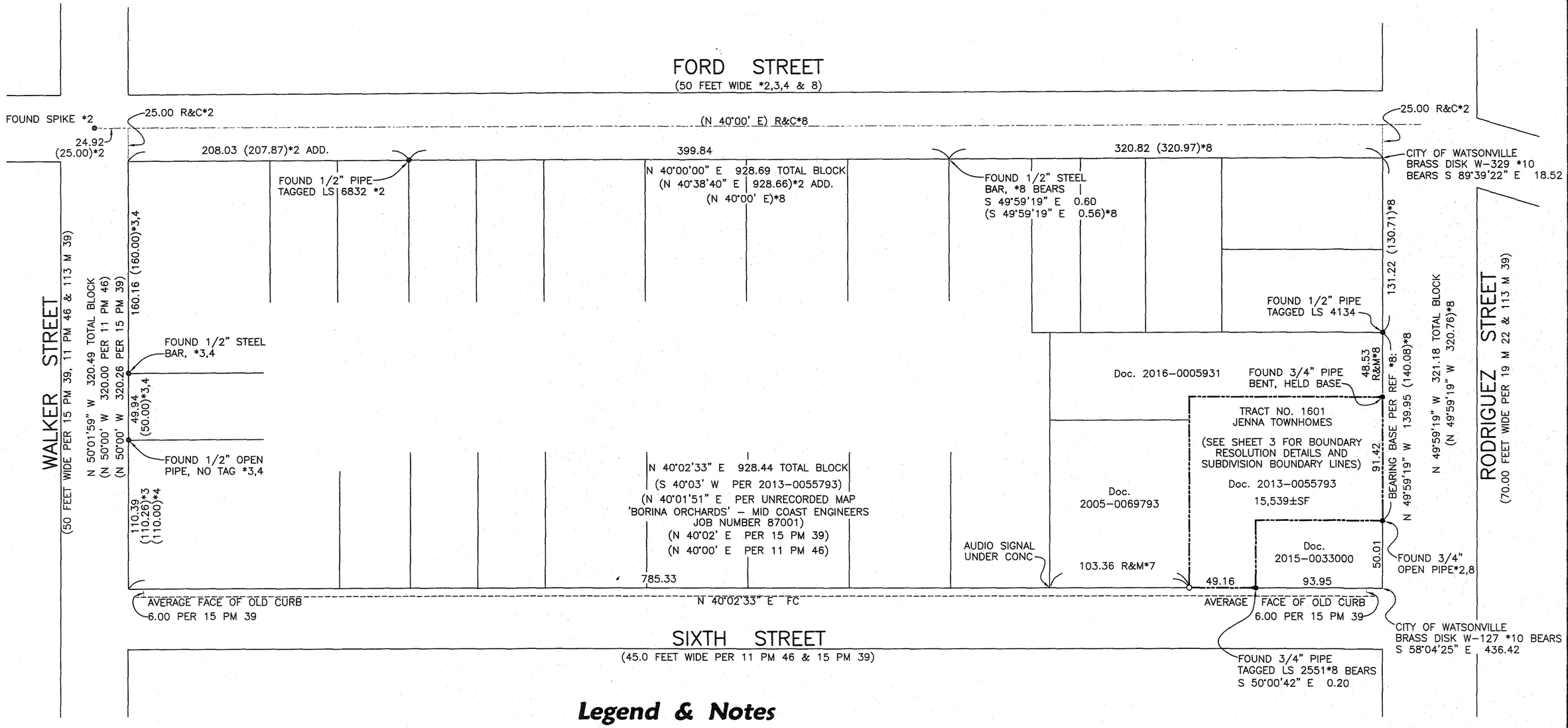
TRACT NO. 1601

JENNA TOWNHOMES

A townhouse subdivision of the lands of Shawki Deyn Properties LLC as described in Document Number 2019-0003456, Official Records of Santa Cruz County, located in the City of Watsonville Santa Cruz County California

BRIDGETTE LAND SURVEYING, INC.
80 ASPEN WAY, SUITE A, WATSONVILLE CA 95076
tel 831.722.5800 bridgettelandsurveying.com

APN: 018-131-26 April 2019 Job: 19-03



0 50 150

SCALE: 1" = 50'

Legend & Notes

- • *Found monument as noted*
- ○ *Set 1-1/2" pipe tagged LS 7329*
- ( ) *Record data*
- ADD. *Addition*
- FC *Face of Curb*
- R&C *Record and Calculated*
- R&M *Record and Measured*
- ———— *Distinctive Borderline, Subdivision Boundary*
- ———— *Adjoiner Boundary*
- —·—·—·— *Centerline*
- ---------- *Average (old) Curb Line*

Distances are in feet and decimals thereof.

References

*1. 2013-0055793
*2. 113 M 39
*3. 15 PM 39
*4. 11 PM 46
*5. 107 M 14
*6. 19 M 22
*7. 2005-0069793
*8. Unrecorded map 'Borina Orchards' on file at Bridgette Land Surveying
*9. 2015-0033000
*10. 115 M 7

scale: 1" = 50'
NORTH

Bearing Base: N 49°59'19" W

Established between the found monuments as shown. Taken from that unrecorded map entitled BORINA ORCHARDS, dated (revised) Jan. 1987, prepared by Mid Coast Engineers, Job No. 87001, on file in the office of Bridgette Land Surveying.

TRACT NO. 1601

JENNA TOWNHOMES

A townhouse subdivision of the lands of Shawki Deyn Properties LLC as described in Document Number 2019-0003456, Official Records of Santa Cruz County, located in the City of Watsonville Santa Cruz County California

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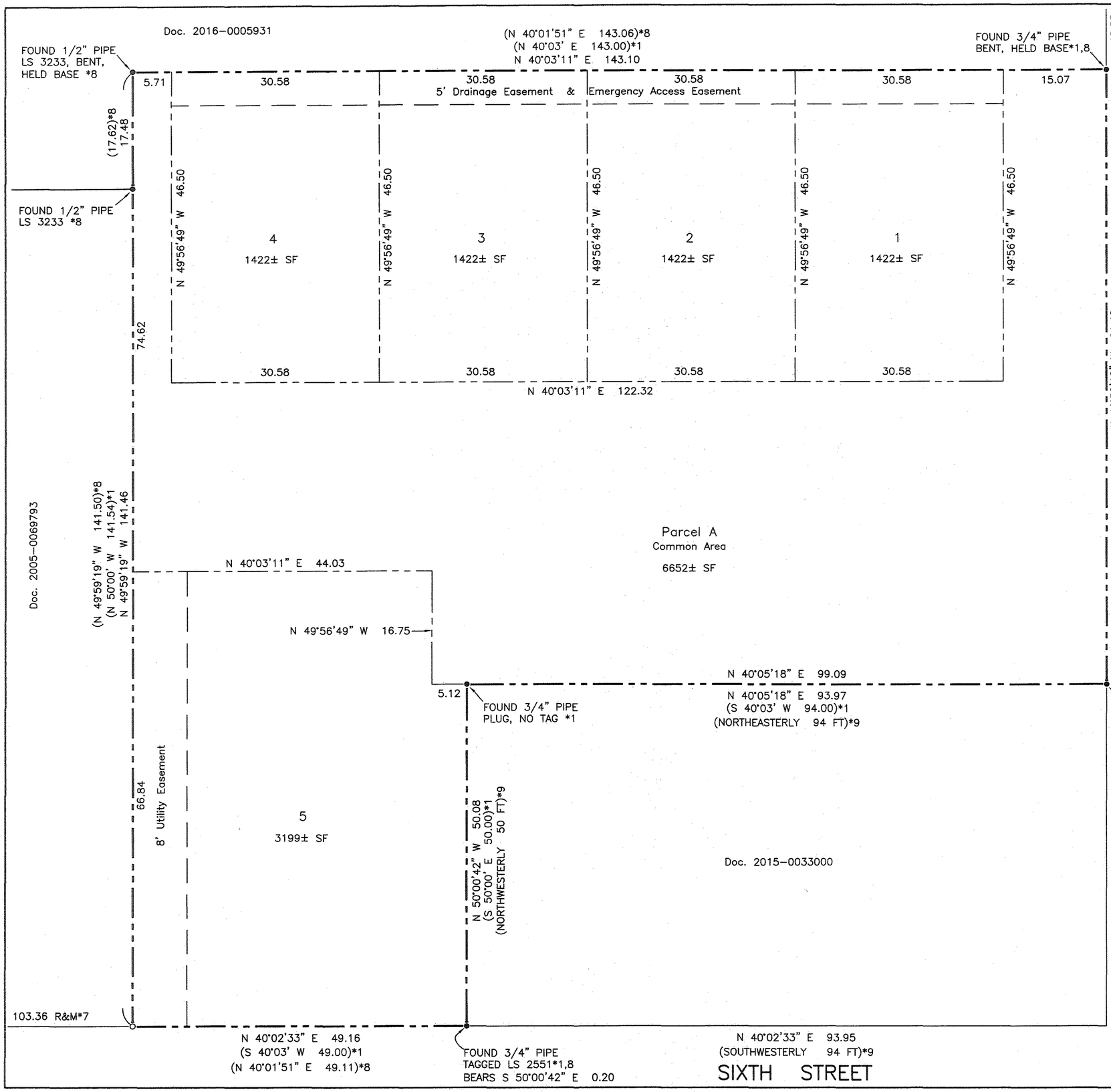

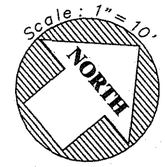

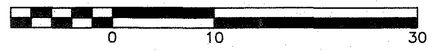

SCALE: 1" = 10'

Legend & Notes

- • *Found monument as noted*
- ○ *Set 1–1/2" pipe tagged LS 7329*
- ( ) *Record data*
- R&C *Record and Calculated*
- R&M *Record and Measured*
- *Distinctive Borderline, Subdivision Boundary*
- *Interior Lot Boundary*
- *Easement Line*
- *Adjoiner Boundary*

Distances are in feet and decimals thereof.

15,539± SF within distinctive borderline

References

- *1. 2013–0055793
- *2. 113 M 39
- *3. 15 PM 39
- *4. 11 PM 46
- *5. 107 M 14
- *6. 19 M 22
- *7. 2005–0069793
- *8. Unrecorded map 'Borina Orchards' on file at Bridgette Land Surveying
- *9. 2015–0033000
- *10. 115 M 7

TRACT NO. 1601

JENNA TOWNHOMES

A townhouse subdivision of the lands of Shawki Deyn Properties LLC as described in Document Number 2019–0003456, Official Records of Santa Cruz County, located in the City of Watsonville Santa Cruz County California

BRIDGETTE LAND SURVEYING, INC.

80 ASPEN WAY, SUITE A, WATSONVILLE CA 95076
tel 831.722.5800 bridgettelandsurveying.com

APN: 018–131–26 April 2019 Job: 19–03

City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M

DATE: **August 4, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works & Utilities**
Suzi Merriam, Community Development Director
Maria Esther Rodriguez, City Engineer

SUBJECT: **Jenna Townhomes Subdivision, Tract Number 1601 – Improvement Agreement**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:

Staff recommends that the Council adopt a resolution approving the Public and On-Site Improvement Agreement with Shawki Deyn Properties, LLC for Jenna Townhomes Subdivision, Tract Number 1601 and the bonds to secure performance and payment.

DISCUSSION:

At its April 24, 2018 meeting, Council approved the Tentative Map for the five (5) town house Jenna Townhomes Subdivision located on an approximately 15,530 square-foot parcel, previously used as an industrial site with two existing warehouse buildings, known as 655 Rodriguez Street. The property is designated as APN: 018-131-26. The Tentative Map was approved by City Council through Resolution 69-18 (CM).

Four of the townhomes will be accessed from Rodriguez Street from a new driveway near the existing driveway. The fifth home is detached with a separate driveway on 6th Street. The private driveway on Rodriguez Street is proposed to be named Jenna Drive. The project includes three (3) visitor parking spaces.

Improvement Agreement

Section 13-7.11 of the Municipal Code requires, when the improvements have not been completed before the final map is to be approved, that the Public and On-Site Improvement Agreement contain twelve items[1]. Among those are the timely completion of the public and on-site improvements such as grading, drainage, and utilities.

[1] Subdivision (a) of WMC § 13-7.11 Construction of all improvements according to the approved improvement plans and specifications on file with the City Engineer. (b) Completion of improvements within the time as stated in the agreement. (c) Installation of all property corner points and City monuments. (d) Right of the City to modify the plans and specifications. (e) Warranty by sub-divider that construction will not adversely affect any portion of adjacent properties. (f) Payment of plan review fees, inspection fees, and all other fees in accordance with the City's resolution establishing fees and charges. (g) Payment of City impact fees as required by City Council resolution or ordinance. (h) Payment of any in-lieu fees as required by

The following infrastructure improvements are addressed in the Public and On-Site Improvement Agreement for Tract 1601.

- New Driveway Approaches
- New landscape / irrigation throughout the street frontage and on-site
- Repair of inadequate street frontage
- Construction of new utilities (sewer, storm water, water system)

Staff has determined that all the requirements of § 13-7.11 have been addressed in the Subdivision Improvement Agreement.

Security for Improvement Agreement

Section 13-7.12 of the Municipal Code requires that performance and payment of the Public and On-Site Improvement Agreement for any subdivision be secured by a form of security in Section 13-7-13. Section 13-7.13 requires either (a) payment and performance bonds from corporate securities, (b) an instrument of credit, typically a bank letter of credit, or (c) a cash deposit with a responsible title or escrow company.

Shawki Deyn indicates it has selected and will supply payment and performance bonds from corporate securities under subdivision (c) but has not supplied these as of Friday morning August 21 when the packet is sent out for review.

STRATEGIC PLAN:

This project is consistent with Goal 1: Housing, and Goal 3: Infrastructure and Environment

FINANCIAL IMPACT:
The project will pay utility connection fees, and impact fees. Staff has collected fees for reviewing the Improvement Plans and processing the Improvement Agreement.

ALTERNATIVES:

Approval of a final subdivision map is typically a ministerial act if the requirements of Chapter 7 of Title 13, commencing with § 13-7.01 of the Municipal Code are satisfied.

ATTACHMENTS:

None.

cc: City Attorney

City Council resolution or ordinance. (i) Improvement security as required by this chapter. (j) Maintenance and repair of any defects or failures and their causes for a one (1) year period following completion and acceptance as defined by the agreement. (k) Release of the City from all liability incurred by the development and payment of all reasonable attorney's fees that the City may incur because of any legal action arising from the development. And (l) Any other deposits, fees, or conditions as required by City ordinance or resolution and as may be required by the City Engineer.

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT WITH DEVELOPER BETWEEN THE CITY OF WATSONVILLE AND SHAWKI DEYN PROPERTIES, LLC., FOR THE JENNA TOWNHOMES SUBDIVISION, TRACT NO. 1601, LOCATED AT 655 RODRIGUEZ STREET (APN: 018-131-26), WATSONVILLE, CALIFORNIA, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, AS FOLLOWS:

1. That the Public and On-Site Improvement Agreement with Developer between the City of Watsonville and Shawki Deyn Properties, LLC., for the Jenna Townhomes Subdivision, Tract 1601, located at 655 Rodriguez Street, (APN: 018-131-26), Watsonville, California, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the form of security required by § 13-7.13 of the Watsonville Municipal Code to secure performance of the Public and On-Site Improvement Agreement is satisfactory.

3. That the City Manager be and is hereby authorized and directed to execute said Agreement for and on behalf of the City of Watsonville.

****

CITY OF WATSONVILLE
PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT
WITH DEVELOPER

THIS AGREEMENT, made and entered into this _____day of _____, 20_____, by and between the **CITY OF WATSONVILLE,** a municipal corporation, herein called **"City,"** and **SHAWKI DEYN PROPERTIES, LLC** herein called **"Developer."**

RECITALS

WHEREAS, Developer has filed Improvement Plans and a Final Map with the City for the **Jenna Townhomes, Tract No. 1601**, herein called **"PROJECT**," which plans are designated **Tract No. 1601, Jenna Townhomes, Rodriguez Street APN 018-131-26 and related plans for landscaping and irrigation** prepared by **Roper Engineering, Civil Engineering and Land Surveying and other design professionals**, dated **February 28**, **2020** and request are made that the same be approved by the City Council or City; and

WHEREAS, Developer has offered for dedication to City those certain easements as delineated in the "Final Subdivision Map;" and

WHEREAS, the City Council of the City of Watsonville, on May 12, 2015 by Resolutions 69-18 (CM), approving a Special Conditional Use Permit with Design Review and (CM) approving the Tentative Subdivision Map subject to certain conditions set forth therein, which Developer agrees to perform and to improve such streets and easements and make and install certain other public and on-site improvements in and near the Project; and

WHEREAS, certain work and improvements required by Title 13 of the Watsonville Municipal Code have not been completed, to wit: work and improvements required as conditions

for approval of this Project, including, but not limited to, site grading, driveway accesses, drainage, erosion control, including the prevention of sedimentation or damage to off-site property, street construction, sidewalks, curbs, gutters, storm drain systems, utilities, landscaping, irrigation, lighting and, all to be built or completed in accordance with Improvement Plans on file with, and approved by the City Engineer; and

WHEREAS, the approval of the Improvement Plans and Final Map are conditioned upon the execution by Developer of this Agreement; and

WHEREAS, Developer hereby proposes to enter into this agreement with City, by the terms of which agreement Developer agrees to have the work and improvements set forth per the Improvement Plans and Final Subdivision Map described above completed on or before ONE year from the date of execution of this Agreement, and City agrees to approve the Improvement Plans and Final Map prior to the completion and acceptance of said improvements. Developer may apply to the City Engineer for an extension for reasonable cause.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS. Developer shall do all necessary work and construct the improvements described in the Improvement Plans, and complete such work and improvements in accordance with the provisions of the conditions of the Tentative Subdivision Map [Resolution No. 69-18 (CM)] and the Special Conditional Use Permit with Design Review [Resolution No. 69-18 (CM)]. All the improvements shall be completed on or before one year from the date of the execution of this Agreement, unless a written extension has been granted by the City.

2. PERFORMANCE OF WORK: PLANS AND SPECIFICATIONS. Developer shall construct, install and furnish at Developer's expense, in a good workmanlike manner, all improvements as set forth in the Improvement Plans according to City improvement standards, to fulfill all requirements of Title 13 of the Watsonville Municipal Code, and all requirements of the soils engineer. All improvements must be completed within one year from the date of agreement. Developer shall do all work and furnish all materials necessary to complete the required public and on-site improvements in strict accordance with approved street Improvement

Plans and specifications on file as required by City improvements standards and with any changes required or ordered by the City which are necessary or required to complete the work. All work and improvements shall be completed under the direction of and subject to the satisfaction of the City Engineer.

3. EROSION CONTROL. Developer will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion, City may do the work on an emergency basis and back-charge the Developer for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover City's expenses.

4. PAYMENT OF DEVELOPMENT FEES AND CHARGES. Bonds, deposits or other financial guarantees listed in Numbers five through eight of this Agreement are required and must be deposited with the City fourteen (14) days prior to the City Council meeting at which this agreement will be heard.

5. FAITHFUL PERFORMANCE AND LABOR AND MATERIALS SECURITIES.
(A) FAITHFUL PERFORMANCE GUARANTEE. Developer shall submit with this Agreement a Faithful Performance Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED FIFTY DOLLARS ($171,350.00) which is 100% of the total estimated cost of the improvements both public and private calculated as follows:

Improvement Cost -	$ 171,350
Bond Amount – 100%	$171,350

-AND-

(B) LABOR AND MATERIALS (PAYMENT) GUARANTEE. A Labor and Materials (Payment) Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of THIRTY ONE THOUSAND FIFTY DOLLARS ($ 31,050.00) which is 100% of the total estimated cost of the public improvements calculated as follows:

Improvement Cost -	$ 31,050
Bond Amount – 100%	$ 31,050

Performance and labor and materials bonds shall be released upon acceptance of public improvements by City Council.

6. DEFECTIVE MATERIALS AND WORKMANSHIP (WARRANTY) BOND. Developer shall submit with this Agreement a bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of SEVENTEEN THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS ($17,135.00), which is ten percent (10%) of the contract

amount to secure the improvements for a period of one (1) year following completion and acceptance by the City Council against any defective work or labor done, or materials furnished.

Improvement Cost - $171,350

Fund Amount - 10% $17,135.

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that within a period of one (1) year after final acceptance of the work performed under this Agreement any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement fails to fulfill any of the requirements of the specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The city is hereby authorized to make such repairs if within ten (10) days after the mailing of notice in writing to Developer or its agent, Developer shall neglect to make or undertake with due diligence the aforesaid repairs, replacements or reconstruction; provided, however, that in case of an emergency where in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to Developer and Developer shall pay the costs thereof.

7. MONUMENT DEPOSIT. a bond issued by a bonding company with a Standard and Poor's rating of AAA to guarantee completion of subdivision survey and monumentation of the lots and boundaries in the amount of FIVE HUNDRED DOLLARS ($500.00) which is one hundred percent (100%) of the Developer's engineer or land surveyor's contract amount to secure performance, or a letter from the Developer's engineer or land surveyor confirming that the land surveyor has been paid for setting all required monuments for this subdivision, and will establish all monumentation as required upon request from the developer or from the City.

Land Surveyor's Estimate - $500.00

Bond Amount - 100% $500.00

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. Monuments shall be set in place and be of such kind and quality as may be required by the City Engineer. Refund of all or part of deposit shall be conditioned upon satisfactory compliance with City requirements, which includes receipt by City of a letter from Developer's Engineer or Land Surveyor confirming that monuments have been placed and the Engineer or Land Surveyor has been paid for setting of the monuments.

8. CLEAN UP DEPOSIT (FUND TO CLEAR PUBLIC STREETS). Developer shall deposit in the amount of ONE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS ($1,713) to the City, which is one percent (1%) of the contract amount to secure clean up work. No other form of security will be accepted for this deposit.

Improvement Cost - $171,350

Deposit amount - 1% $1,713

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that it shall be the duty of the Developer, or its contractors and agents, to maintain all public streets in and about the Project free and clear of all debris, dirt, mud or other construction material during the course of construction. The existence of any such debris, dirt, mud or other construction material is hereby declared and acknowledged to be a public nuisance. The city is hereby authorized to use such cash sums if within three (3) days after the mailing of notice in writing to Developer or its contractors or agents the Developer or its contractors or agents fail and refuses to clear or remove such debris, dirt or other construction material from the public streets as directed by the City Engineer; provided, however, that in case of an emergency where in the opinion of City delay may cause serious injury to the public interest, City may clear and remove such material without notice to Developer. The remaining deposit as herein provided shall be refunded to Developer upon acceptance of the improvements by the City Council.

9. HOLD HARMLESS. Developer shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability or damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer or Developer's contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations are by Developer of by any of Developer's contractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(A) That City does not and shall not waive any rights against Developer which it may have by reason of the hold harmless agreement, because of the acceptance by City or the deposit with City by Developer, or any of the insurance policies described herein.

(B) That the hold harmless agreement by Developer shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in Number 9 of this Agreement, regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damage.

10. INSURANCE. Prior to issuance of an On/Offsite Permit for the work described within this Improvement Agreement, Developer and any contractor doing work shall provide Certificates of Insurance and Endorsements as satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any policy during the effective period of this Agreement, and any extension thereto. All insurance certificates are to be originals, showing policy

numbers, expiration dates, and local underwriters' name and address. No binders, riders, or carbon copies will be accepted.

REDUCED, CANCELED, OR EXPIRED INSURANCE. Polices reduced, canceled or expired without written approval of City shall be immediately reinstated in the amounts required, by this Agreement as of the date of reduction or cancellation. Failure to comply with this requirement may result in the termination by the City of all work on the Project. All policies shall remain in force for sixty (60) days after the City accepts the project as complete. Developer and any contractor shall not perform work under this Agreement unless they have provided all insurance required under this paragraph in satisfactory form, nor shall they allow any contractor or subcontractors unless all insurance required of the contractor or subcontractor to perform work on contracts is in full force and effect.

INSURANCE REQUIREMENTS.

(A) PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE. Developer and any contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance, by an insurer acceptable to the City, that shall name and insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations are by Developer or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(A.1.) COMMERCIAL GENERAL LIABILITY INSURANCE. Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) for each person and Five Hundred Thousand and no/100 Dollars ($500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) for claims which may arise from the operations of the Developer in the performance of the work hereunder provided, OR combined single limits of Five Hundred Thousand and no/100 Dollars ($500,000.00) therefore. This insurance must include coverage for contractual liability assumed by the Developer pursuant to Section 9 of this Agreement. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(A.2.) AUTOMOBILE LIABILITY INSURANCE. For all vehicles used in the performance of this agreement, Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) for each person and Five Hundred Thousand and no/100 Dollars ($500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) for each accident or occurrence which may

arise from the operations of the Developer in performing the work provided for herein, OR combined single limits of Five Hundred Thousand and no/100 Dollars ($500,000.00) therefore. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(B) WORKER'S COMPENSATION INSURANCE. Developer and any contractor shall maintain Worker's Compensation Insurance during the life of this Agreement, with an insurance company licensed to provide such insurance in California for all employees employed by either at the site of improvement, and in case any work is sublet, they shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation Law, Developer and any contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer and any contractor hereby indemnifies City for any damages resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

11. BOND REQUIREMENTS. Developer shall submit bonds with this Agreement as satisfactory evidence of the bonds required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any bond during the effective period of this agreement, and any extension thereto. All bonds are to be originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted. Standard forms adopted by City shall be used by surety.

12. WORK HOURS. Working hours will only be between 7:00 a.m. and 7:00 p.m. Monday through Friday. The Developer shall submit a written request to the City Engineer, in advance, for authorization to work on weekends and/or holidays. The cost of the inspector's overtime salary plus twenty (20) percent shall be paid for by the Developer, prior to acceptance of the Project.

13. DUST CONTROL. Contractor shall control the dust resulting from the construction of this Project regardless of whether it is the result of contractor’s operation or caused by public traffic only.

14. VIDEO INSPECTION OF SEWERS AND STORM DRAINS. Upon completion of sewers, storm drains and written notification by the City Engineer, the Developer shall deliver to the City a video recording of all the sanitary sewer mains and storm drains to the City’s satisfaction and provide a DVD disk to the City. This cost shall be borne by Developer.

15. AS-BUILT PLANS. The applicant’s contractor shall maintain one set of full size, approved plans and mark thereon any deviations from plan dimensions, elevations or

orientations. Marked plans shall be updated weekly and shall be available to the City for review when requested. Revisions to the plans shall be done in black ink. They shall be clouded and a delta or a note placed next to the clouding that indicates that the change was done as the plans were being "as-built." As-built plans shall be maintained for all approved improvement plans, including but not limited to, grading, retaining wall, drainage, utility, roadway, landscape and irrigation plans.

Any differences in elevations of gravity pipe inverts at manholes, inlets, drainage swales and detention facilities from the elevations shown on the plans shall be recorded on the as-built plans.

Upon completion of the landscape and irrigation improvements that shall be owned and maintained by the City, the applicant's landscape and irrigation contractors shall meet with City staff to develop accurate as-built plans.

Prior to final acceptance of the project by the City, the applicant shall provide the City with a copy of the marked plans for review. After the City has approved the marked plans, the applicant shall submit a reproducible copy to the City. The plans shall be on vellum or mylar and each sheet shall be identified by an "as-built" or "record drawing" stamp.

15.1 COMPLIANCE WITH LAWS AND REGULATIONS. Developer shall obey all laws in performing its obligations under this Agreement.

(A) In the design and construction of all improvements set forth in the Improvement plans, the Developer shall comply fully with all applicable disabled-accessibility laws, regulations, and guidelines under local, state, and federal law, including but not limited to, regulations and guidelines promulgated under the Americans with Disabilities Act ("ADA"), Federal Fair Housing Act and California Building Standards Disability Access Guidelines (Title 24 of the California Code of Regulations). Where an apparent conflict exists between applicable regulations, guidelines, and/or portions of this Agreement, the more restrictive requirement shall control so as to provide better access.

(B) Developer shall defend, indemnify and hold the City of Watsonville harmless for all claims, damages, or injuries asserted against the City of Watsonville, its elected officials, employees, and agents related to any assertions related to whether this project fails to comply with any such law.

16. LOCATION OF STORAGE AND CONSTRUCTION YARD. Developer shall locate any construction yard for the storage of equipment, vehicles, supplies, and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for the Project or the construction of buildings therein, in such manner so as to cause a minimum of inconvenience to persons living in the area immediately adjacent to the Project, and to obtain the approval of the City Engineer to the proposed location of the yard. Immediately upon completion of the final building to be constructed in the Project, or unit thereof to which this Agreement refers, Developer shall cease using the construction yard and shall remove there from

all supplies, materials, equipment or vehicles being stored or kept thereon; Developer further shall not use the construction yard for construction of buildings in any other project or unit of a project to which this Agreement refers. The city may extend the time within which supplies, materials, equipment or vehicles may be stored or kept therein if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer, stating fully the grounds and facts relied upon for such extension. No storage of materials shall be permitted on any public right of way.

17. INCORPORATION OF USE PERMIT AND TENTATIVE MAP PERMIT CONDITIONS.

Pursuant to the provisions of Resolution No. 69-18 [CM] approving the Special Conditional Use Permit with Design Review, and Resolution No. 69-18 [CM] approving the Tentative Map, the Developer affirms that the conditions and restrictions set forth in said resolutions shall be applicable to this Agreement and by such reference the conditions and restrictions are incorporated herein, and shall be placed on the plans submitted for all building permit applications.

18. PERFORMANCE BY CITY. It is understood that should Developer fail to construct any or all of the improvements as herein provided, the City may construct or cause to construct such improvements not completed under this Agreement. The City may draw against any of the securities mentioned herein for payment of any labor and/or materials expended to fulfill this Agreement.

19. PERMITS; COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

(A) After City Council approval of this Improvement Agreement and prior to starting construction, Developer's contractor shall obtain an On/Offsite Permit for the proposed improvements. Contractor shall provide an insurance certificate meeting the requirements of the insurance coverages described in this Agreement.

20. PRECONSTRUCTION MEETING. Prior to starting construction of the improvements described in this Agreement, Developer shall hold a preconstruction meeting at the Community Development Department. Developer shall schedule the meeting. Participants shall include the Developer, the Owner, the General Contractor, the Project Engineer, the Soils Engineer and representatives of any Testing Agencies involved with the project.

21. INSPECTION BY CITY. Developer shall at all times maintain proper facilities and provide safe access for inspection by City, to all parts of the work and to shops wherein the work is in preparation. All improvements are subject to inspection by City, and provisions shall be made therefore for a period of twelve (12) months after acceptance by City.

22. OCCUPANCY. Developer shall complete the required Public and On-Site Improvements in accordance with approved Improvements Plans, specifications and change orders in the Public Works and Utilities Department and the Community Development Department. No building shall be occupied prior to completion and acceptance of these improvements by the City Engineer.

23. TITLE TO IMPROVEMENTS. Title to and ownership of certain improvements constructed hereunder by Developer shall vest absolutely in City, upon completion and acceptance of such improvements by City.

24. DEVELOPER NOT AGENT OF CITY. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligation under this Agreement.

25. NOTICE OF BREACH AND DEFAULT. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of the work within such time, or if the Developer should be adjudged as bankrupt, or Developer shall make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, Public Works and Utilities Director, City Engineer or the City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement of any portion thereof, and default of Developer.

26. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Developer's performance surety shall have the duty to take over and complete the work in the improvement herein specified; provided, however, that if the surety, within five (5) days of the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within (5) days after notice to City of such elections, City may take over the work and prosecute the same to completion, by contract or by any other method the City may deem necessary, for the account and at the expense of Developer and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby; and in such events City, without liability for so doing may take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Developer as may be on the site of the work necessary therefore.

27. BREACH OF AGREEMENT: LEGAL EXPENSES TO CITY. In the event a court action or arbitration is filed to enforce the terms of this Agreement, or to obtain relief by way of damages arising from default in the performance thereof, the prevailing party shall be awarded reasonable attorneys' fees and the cost of expert witnesses' as additional damages.

28. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assignees of each of the parties. Developer shall inform potential buyers

of the obligations on successors and assignees created by this paragraph. Developer shall provide copies of this executed Agreement to those potential buyers. Developer is advised that the sale of all or part of the lands of the underlying Project does not automatically transfer from the Developer of the land the security obligations of this Agreement. Those security obligations attach to Developer until all obligations of Developer under this Agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the City.

29. FILING OF THE FINAL MAP. Upon City Council approval of the Final Map and this Agreement, bonds, insurances and securities, the City Clerk shall transmit the Final Map to the County of Santa Cruz for filing and recording in the office of the County Surveyor.

30. NOTICES. All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Clerk
City of Watsonville
275 Main Street, 4th floor
Watsonville, CA 95076

Notices required to be given to the Developer shall be addressed as follows:

Shawki Deyn Properties, LLC
C/O Raeid Farhat
724 East Lake Avenue
Watsonville, CA 95076

31. ATTACHMENTS HERETO. The following checked items are either attached hereto or made a part hereof by reference:

_X_ List of Development Fees and Charges (Attachment A)
___ Certificate of Insurance and Insurance Endorsements (*shall be provided per "Section 10. Insurance" of this Improvement Agreement*)

IN WITNESS WHEREOF, the parties have hereto executed this Public Improvement Agreement on the day and year first herein above written:

ATTEST:

_____
City Clerk

CITY OF WATSONVILLE
A Municipal Corporation

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER

_____

Raeid Farhat
_____

_____

City of Watsonville – 275 Main Street, 4th Floor – Watsonville CA 95076
FEE SHEET – IMPROVEMENT AGREEMENT

Developer's name:	Shawki Deyn, Properties LLC, c/o Raeid Farhat
Address:	734 East Lake Avenue #9 Watsonville, CA 95076
Project Location:	655 Rodriguez St (APN 018-131-26) Watsonville CA 95076
Project Name:	Jenna Townhomes, Tract 1601

Property Owner:	Shawki Deyn Properties, LLC, c/o Raeid Farhat
Address:	734 East Lake Avenue #9 Watsonville, CA 95076
Phone #:	(831) 728-0555
APN:	018-131-26
Type of Project:	Single Family Dwellings
Number of Units:	5

FEE SCHEDULE

The following estimated costs and fees for the above project are subject to plans reviewed or discussed. Estimated costs cannot be construed as binding on the City. Any change in plans will effect these costs and fees. Please verify estimated costs at the time you are ready for agreement acceptance. The City Revenue Account is in parenthesis.

A.	Engineering Services (5203) =	$6,403.00
B.	Inspection (5206)	$5,565.00
C.	Permit Fees (5211)	$267.00
D.	Soil Testing	$0.00
E.	Grading/Erosion Control	$0.00
F.	Payback Agreements	None
	Sub Total Fees (A-F)	**$12,235**
G.	Impact Fees*	$100,903.11
H.	Water Fees & charges*	$17,961.65
	Sub Total (Fees G & H*)	**$118,864.76**
	TOTAL FEES	**$131,099.76**

Please make check payable to City of Watsonville.

CHECKLIST OF ITEMS REQUIRED

- √ Two signed copies of agreement
- □ Improvement plan originals
- √ Four sets of improvement plans
- √ Final Map original
- √ Final Map reduced to 8-1/2" x 11"
- □ Street grant deeds
- □ Easement deeds
- √ Faithful Performance bond
- √ Labor & Material bond
- √ Defective Materials & Workmanship (Warranty) bond
- √ Monument deposit
- √ Clean-up deposit
- √ Certificate of Insurance
- √ Insurance Endorsements

Note: All bonds and certificates to be originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted.

*Note: Impact Fees and Water Fees and Charges shall be payable with building permits.

ALL CERTIFICATES OF INSURANCE TO HAVE A 30-DAY NOTICE OF CANCELLATION.

Prepared by: Christopher Gregorio
Updated: 07/23/2020

Project Name: Jenna Townhomes

Item	Amount Due
A. Engineering Services (Plan Check)	
Improvement plan check =	$2,473.00
Drainage Study review =	$916.00
Geotechnical Peer review =	-0-
Structural Peer review =	$0.00
Addressing fee =	$318.00
Final Map review=	$1,436.00
Final Map recordation =	$405.00
Subdivision Agreement Preparation =	$532.00
Map Processing =	$323.00
B. Inspection	
Inspection fee (5206) =	$5,565.00
C. Encroachment Permit Fees	$267.00
D. Soils Testing	$ 0 (1)
E. Grading/Erosion Control	$ 0 (2)
F. Payback Agreements	none
G. Impact Fees*	
Impervious surface =	$0.00
Storm drain (5365) =	$2,444.02
Underground in lieu fee (5284)=	$6,624.00
City Wide Traffic Impact Fee (5360) =	$9,950.00
Recreation & Parks Facilities Fee (5367) =	$25,005.00
Public Facilities Impact Fee (5362) =	$2,296.40
Fire Impact Fee (5361) =	$4,950.00
Affordable Housing Impact Fee (5304) =	$34,690.00
Sewer Connection Fee (5364) =	$8,024.04
Groundwater Impact Fee (5312) =	$6,919.65
H. Water Fees & Charges*	$17,961.65
Water Connection (5313)	$12,961.65
Meter Fees (5266)	$5,000.00
Total due	$17,961.65
Previously paid	$0.00
Balance due	$17,961.65

*NOTE: Impact fees for Affordable Housing, Fire, Groundwater, Recreation and Parks, Traffic and Public Facilities shall be payable with building permits. Sewer and water connection and water construction fees shall be payable with building permits.

(1) Soil testing paid by applicant per the Engineer Special Inspection and Testing Agreement.

(2) Included with Engineering Services.

City of Watsonville
Public Works and Utilities

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works & Utilities**
Beau Kayser, Water Operations Supervisor

SUBJECT: **Approval of the California Environmental Quality Act Initial Study/Mitigated Negative Declaration (CEQA IS/MND) for the Drinking Water Well Project located at 154 Roache Road (Well 4)**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends the Council approve the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (CEQA IS/MND) for the Drinking Water Well Project at 154 Roache Road (Well 4).

DISCUSSION:
City Staff prepared an Initial Study (IS) to evaluate the environmental impacts of the proposed Well 4 Project, and intends to adopt a Mitigated Negative Declaration (MND) in accordance with the CEQA . The Project includes installation of a municipal water supply well at 154 Roache Road to provide water system redundancy and reliability for water customers. The IS concludes that the Project would not have a significant adverse effect on the environment if the mitigation measures identified in the IS are adopted and made conditions of approval of the Project. The IS and proposed MND were made available for a 30-day review period beginning Wednesday, July 1, 2020 and ending Thursday, July 30, 2020. No comments were received by the City.

After studying a wide variety of potential impacts, the IS identified only two impacts associated with the Project, both of which can easily be mitigated by standard construction practices:

Potential Impact	Key Mitigation Measures
Disturbance of unknown cultural resources	Stop work. Consult with heritage associations. Implement appropriate preservation measures.
Construction – Generation of excessive ground-borne vibration	Two-week advance written notification to residents within 135 feet before construction. Use best management practices to reduce vibration.

Upon approval by the Council, staff will file a Notice of Determination (NOD) with the State Clearinghouse and the CEQA process will be considered complete.

STRATEGIC PLAN:
Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:
There are no financial impacts associated with approval of the CEQA IS/MND.
.

ALTERNATIVES:
The Council can choose not to accept the CEQA IS/MND which would prevent the Well 4 Project from continuing.

ATTACHMENTS:
None.

cc: City Attorney

RESOLUTION NO. _____ (CM)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE INITIAL STUDY WITH MITIGATED NEGATIVE DECLARATION FOR THE ROACHE ROAD WELL PROJECT LOCATED AT 154 ROACHE ROAD (WELL 4), IN COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, Harris & Associates, Inc., assisted the City with preparation of the Initial Study - Mitigated Negative Declaration in compliance with CEQA; and

WHEREAS, the Initial Study with Mitigated Negative Declaration was circulated starting on July 1, 2020, and concluded on July 30, 2020, for a 30-day period in compliance with the requirements of CEQA, with no comments received by the City; and

WHEREAS, the study identified only two impacts associated with the Project, both of which can easily be mitigated by standard construction practices; and

WHEREAS, the City Council finds that the project is consistent with the California Environmental Quality Act with the proposed mitigations; and

WHEREAS, the City Council has considered all written and verbal evidence regarding the Initial Study - Mitigated Negative Declaration for the project; and

WHEREAS, after City Council approval, staff shall submit the Initial Study - Mitigated Negative Declaration to the State and begin final design of the Roache Road Well Project located at 154 Roache Road (Well 4).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the City Council hereby adopts the June, 2020 Initial Study - Mitigated Negative Declaration prepared by Harris & Associates for the Roache Road Well Project located at 154 Roache Road (Well 4), attached hereto and incorporated herein by this reference.

****

Initial Study/ Mitigated Negative Declaration

Roache Road Well Project

June 2020

Prepared by:

City of Watsonville
250 Main Street
Watsonville, California 95076
Contact: Beau Kayser

Prepared with the assistance of:

450 Lincoln Avenue, Suite 103
Salinas, California 93901
(831) 789-8670
Contact: Kate Giberson

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Acronyms and Abbreviations

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
Alquist-Priolo	Alquist-Priolo Earthquake Fault Zoning Act
ALUCP	airport land use compatibility plan
AMP	airport master plan
APE	Area of Potential Effect
AQMP	air quality management plan
bgs	below ground surface
BMP	best management practice
CAA	Clean Air Act
CalEEMod	California Emissions Estimator Model
CAP	Climate Action Plan
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CCAA	California Clean Air Act
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CH_4	methane
CMU	Concrete masonry unit
CNDDB	California Rare Plant Rank
CNPS	California Native Plant Society
CO	carbon monoxide
CO_2	carbon dioxide
CO_2e	carbon dioxide equivalent
cy	cubic yard
dB	decibel
dBA	A-weighted decibel
EIR	environmental impact report
FEMA	Federal Emergency Management Agency
GHG	greenhouse gas
GIS	geographic information system
gpm	gallons per minute
GPS	Global Positioning System
HVAC	heating, ventilation, and air conditioning
IPaC	Information for Planning and Consultation
IS	initial study
L_{max}	maximum sound level
LOS	level of service
MBARD	Monterey Bay Air Resources District
MBCP	Monterey Bay Community Power
MCL	Maximum contaminant level
MND	mitigated negative declaration
MT	metric ton
N_2O	nitrous oxide

NAAQS	National Ambient Air Quality Standards
NCCAB	North Central Coast Air Basin
NO	nitric oxide
NO_x	nitrogen oxides
NWIC	Northwest Information Center
OPR	Office of Planning and Research
PF	Public Facilities
PG&E	Pacific Gas & Electric
PM	particulate matter
PM_{10}	particulate matter measuring no more than 10 microns in diameter
$PM_{2.5}$	fine particulate matter measuring no more than 2.5 microns in diameter
Porter-Cologne Act	Porter-Cologne Water Quality Control Act
PPV	peak particle velocity
PVGB	Pajaro Valley Groundwater Basin
SIP	State Implementation Plan
SO_x	sulfur oxides
TAC	toxic air contaminant
TCR	tribal cultural resource
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Services
VdB	vibration decibel
VMT	vehicle miles traveled
VOC	volatile organic compound

Document Overview

This Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared in accordance with California Environmental Quality Act (CEQA) and the CEQA Guidelines for the proposed Roache Road Well Project (project). The primary intent of this document is to (1) determine whether project implementation would result in potentially significant impacts to the environment, and (2) incorporate mitigation measures into the project design, as necessary, to eliminate or reduce the project's potentially significant impacts to a less than significant level.

In accordance with CEQA, projects that have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment must undergo analysis to disclose potential significant effects. The provisions of CEQA apply to California governmental agencies at all levels, including local agencies, regional agencies, state agencies, boards, commissions, and special districts. CEQA requires preparation of an IS for a discretionary project to determine the range of potential environmental impacts of that project and to define the scope of the environment review document. As specified in Section 15064(f) of the CEQA Guidelines, the lead agency may prepare an MND if, in the course of the IS analysis, it is recognized that the project may have a significant impact on the environment but that implementation of specific mitigation measures would reduce potentially significant impacts to a less than significant level. As the lead agency for the proposed project, the City of Watsonville (City) has the principal responsibility for conducting the CEQA environmental review to analyze the potential environmental effects associated with project implementation. During the review process, it was determined that potential impacts would be reduced to less than significant with the implementation of mitigation measures. The City has incorporated mitigation measures to reduce or eliminate any potentially significant project-related impacts. Therefore, an IS/MND has been prepared for the proposed project.

Note: The project has not been approved or denied. It is being reviewed for environmental impacts only. Approval of the project can take place only after the MND has been adopted.

This IS/MND is organized as follows:

- **Section 1: Project Description.** This section introduces the document and discusses the project description including location, setting, and specifics of the lead agency and contacts.
- **Section 2: Initial Study Checklist.** This section discusses the CEQA environmental topics and checklist questions, identifies the potential for impacts, and proposes mitigation measures to avoid these impacts.

- **Section 3: List of Preparers.** This section lists the organizations and individuals who were consulted and/or prepared this IS/MND.
- **Section 4: References.** This section presents a list of reference materials consulted during preparation of this IS/MND.

Public Review

The IS/MND will be circulated for a 30-day public review period from July 1, 2020, to July 30, 2020.

Comments regarding this IS/MND must be made in writing and submitted to Beau Kayser, 250 Main Street, Watsonville, CA 95076 or by email to beau.kayser@cityofwatsonville.org.

Comments should focus on the proposed finding that the project would not have a significant effect on the environment because revisions or mitigation measures have been made or agreed to by the project proponent. If the commenter believes that the project may have a significant environmental effect, it would be helpful for the commenter to identify the specific effect and explain why the effect would occur and why it would be significant.

Section 1 Project Description

1.1 Project Overview

The Roache Road Well Project (project) includes installation of a municipal water supply well to provide system redundancy for the City of Watsonville.

1.2 Project Location

The project is located at 154 Roache Road, approximately 100 feet east of the Airport Boulevard/Roache Road intersection, in the City of Watsonville, Santa Cruz County. The 2-acre site is owned by the Watsonville Municipal Airport and used by the City for temporary construction site storage. Refer to **Figures 1** and **2**.

The triangular project site is bound by Airport Boulevard to the north and Roache Road to the south. Surrounding land uses include the airport and industrial land uses to the north and residential land uses to the south and east **(Figure 2**).

1.3 Project Purpose and Background

The purpose of the project is to provide system redundancy, The City currently relies on several groundwater well pump stations for its potable water supply. Construction of the Roache Road groundwater well pump station would provide an estimated design flowrate 1,825 gallons per minute (gpm) of potable water toward the City's goal of adequate system redundancy in the event one or more existing groundwater well pump stations are off line.

1.4 Proposed Project Elements and Overall Site Plan

The project facilities or elements are described below, and the site plan is shown on **Figure 3**. All project structures would be constructed in accordance with California Building Code seismic design force standards, as required by Chapter 2, Section 8, Building Code within the City of Watsonville Municipal Code.

1.4.1 Well and Pump Station

The new well would be located in the southeast corner of the site. The well would be completed in the Aromas Formation, which begins at approximately 225 feet below ground surface (bgs) and extends to over 600 feet bgs. The well depth would be approximately 680 feet deep to screen enough material to obtain the appropriate amount of water.

The new well pump station would be a 45' long x 21' wide x 15' tall concrete masonry unit (CMU block building) with metal roof or similar enclosure, which would house the well pump, station piping, electrical lineup, and chlorine gas treatment system. The pump size would be approximately 250 horsepower and would operate approximately 12 hours per day on average when another potable water source or source(s) that are normally online with the same capacity

are offline. The pump station would be located approximately 100 feet from the nearest residence across Roache Road and would be screened from off-site views by the existing fencing and existing and proposed landscaping.

1.4.2 Emergency Generator

The new emergency diesel generator would serve power to the well pump station in the event of a power outage. The generator would be located approximately 40 feet northeast of the well pump station. The generator would be within a noise attenuation enclosure, either a CMU block building or similar enclosure, with a metal roof. It would be tested up to twice per month during daylight hours.

1.4.3 Treatment System

The new iron and manganese treatment system would be enclosed in a 46’ long x 19’ wide x 15’ tall CMU block building with a metal roof or similar enclosure, located approximately 10 feet southeast of the well pump station. The treatment system would consist of approximately 16 vertical steel pressure vessels (approximately 10 feet tall and 4 feet wide each), associated piping, valves and automatic controls.

Manganese treatment has been included because water samples collected from three monitoring wells in the project vicinity exceeded the maximum contaminant level (MCL). However, it is possible that the combination of the development techniques and very large discharge volumes that would be utilized in the production well on the project site would remove residual geologic formation materials that may be causing the elevated manganese concentrations (Luhdorff & Scalmanini Consulting Engineers 2019). The need for the treatment system would be confirmed once the production well is drilled and sampled, and the treatment system would not be constructed if it is not needed.

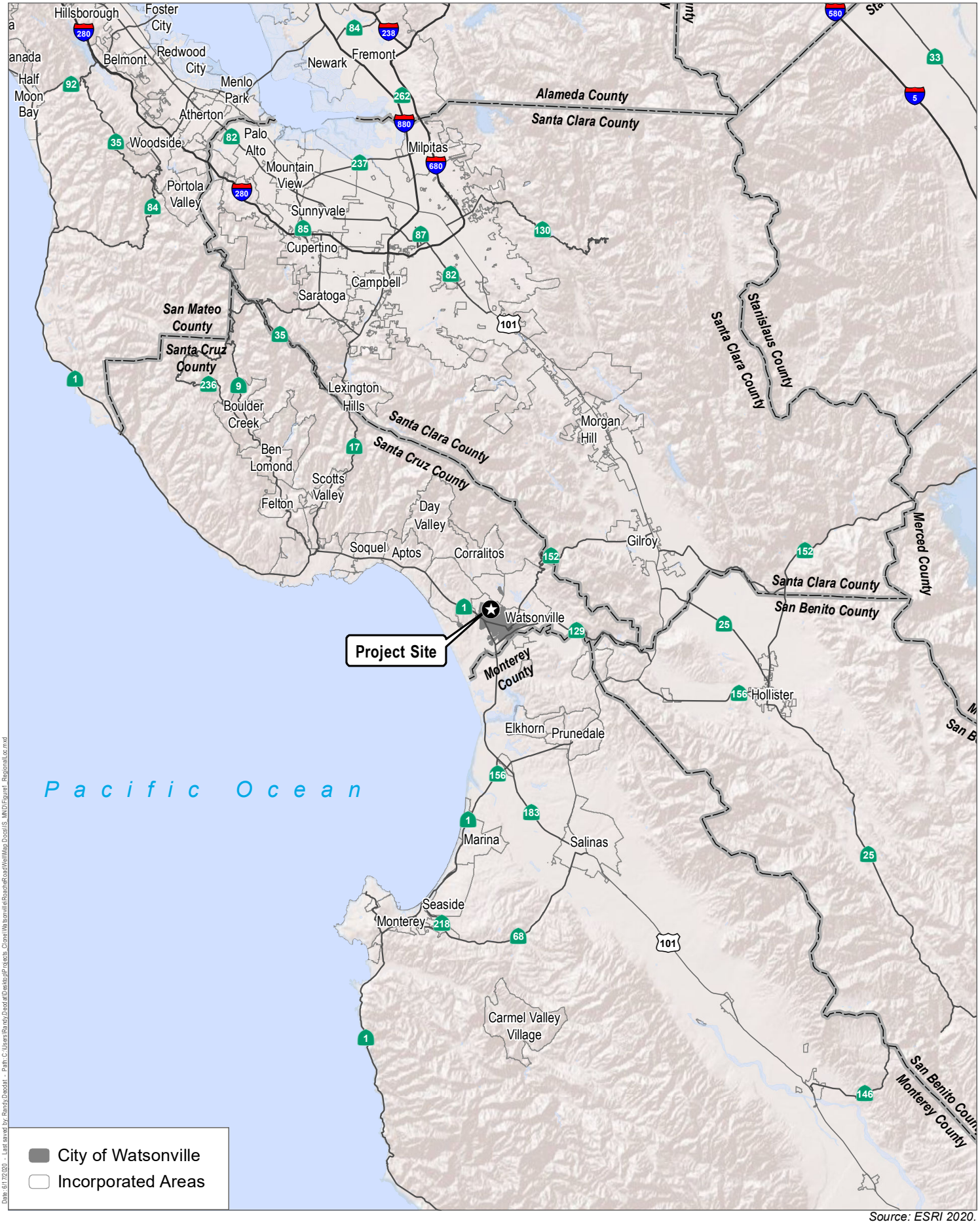
1.4.4 Other Improvements

Power and Lighting

All equipment (well pump, site lighting, instrumentation and appurtenances) would be primarily powered by electricity provided to the site by Pacific Gas & Electric (PG&E).

There would be ceiling lighting in the interior of the buildings, wall-mounted lighting on the exterior of facility buildings, and a few yard lights for security and visibility at night as needed to access the site. The exterior lighting would be directed downward to reduce light and glare on surrounding residences.

During the overnight well drilling construction phase, a temporary mobile light tower would be used to illuminate the work area. The lights, including those on the drill rig mast, would be pointed inward and down to the work area.



Source: ESRI 2020.

Harris & Associates

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Miles

Figure 1

Regional Location

Roache Road Well Project

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Source: Luhdorff & Scalmanini 2017.

Harris & Associates

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Figure 2

Project Site Location and Area of Potential Effect

Roache Road Well Project

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Source: Luhdorff & Scalmanini 2020.

Harris & Associates

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Figure 3

Proposed Improvements

Roache Road Well Project

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Water Connection

The well pump station facilities would connect to the City's existing water distribution system in Roache Road. The existing 6-inch-diameter cast-iron pipe water main would be replaced with a new 8-inch-diameter ductile iron water main, extending from the Roache Road/Airport Boulevard intersection eastward approximately 600 linear feet. The cast-iron water main is being replaced because it is old and beyond its service life, and to accommodate increased flow if the well is employed when another well is not operating. Additional hydraulic modeling will be conducted to confirm the 8-inch replacement pipeline in Roache Road is sufficient to carry the additional water flow. If it is not, the connection pipeline from the well pump station would extend to the existing water main in Airport Boulevard, as shown on Figure 3, instead of the pipeline in Roache Road.

Sewer and Stormwater Connections

The well pump station site would be connected to the City's existing sewer and stormwater system, with two new pipelines from the well pump station site to the existing utility mainlines in Roache Road.

The sewer line would convey the backwash water from the pump and treatment facilities to the sewer system, so the City can beneficially reuse the treated sewer water (recycled water), rather than discharging to the storm drain system where it cannot be reused. The storm drain line would allow the City to divert water to the storm drain if desired.

After repaving/regrading, any stormwater (runoff from precipitation) would be routed to the existing drainage ditch on the west side of the site (same shoulder area to be improved) to the existing storm drain inlet at the corner of Airport Boulevard and Roache Road, similar to existing conditions.

Telecommunications Conduit

The project also includes installation of approximately 600 feet of fiber optic conduit, which is required for communication and remote facility operation and monitoring (alarms and controls), along the northwest border of the parcel approximately 5 feet from the existing fence line.

Roache Road Shoulder Improvements and Landscaping

The Roache Road shoulder area on the north side would be improved with compacted Class II aggregate base. The sidewalk from Airport Boulevard would be extended approximately 10 feet down Roache Road. Select vegetation on the slope between the pump station site and Roache Road would be removed and replace with native, non-invasive, drought tolerant vegetation.

1.5 Project Construction

In general, project construction involves, demolition, excavation grading, well drilling, building construction, paving, and landscaping.

1.5.1 Construction Phases, Schedule and Hours

Project construction is planned to occur in two phases: (1) The production well would be installed and tested during a 6-month period, planned from September 2020 to February 2021, and (2) the pump station and other project elements would be constructed during a 10-month time frame, planned from February 2021 to November 2021.

Construction activities would occur during daylight hours, limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, and 8:00 a.m. and 6:00 p.m. on Sundays. During well installation, construction would occur 24 hours per day, 7 days a week, for approximately 10 days.

1.5.2 Earthwork

Project demolition would consist of the removal of existing pavement, concrete slabs, and fencing in disrepair from the well pump station area. There would be excavation, grading, concrete mixing and pouring for the concrete pads for the three small structures. Dirt and pavement would be excavated for installation of underground piping, pipeline connection, and electrical conduit, as well as the telecommunications conduit. Pavement would also be removed and replaced along Roache Road as part of the water line replacement work, shoulder improvements, and utility tie-ins. Utility line work would include trenching approximately 4 feet deep for the water, storm drain, and telecommunications lines and up to 15 feet deep for the sewer line. The disturbance area, import and export calculations, and new impervious surface are shown in **Table 1**.

Table 1. Construction Estimates for Earthwork

Project Facility	Earthwork Estimates
Phase 1	
Well	16 sf
Import	48 cy
Export	77 cy (soil from borehole)
Total Disturbance Area	16 sf
Phase 2	
Pump Station	1,500 sf
Water Pipeline	3,000 sf
Shoulder/Landscaping	10,000 sf
Telecomm	3,000 sf
Import	300 cy (soil, AB, sand, etc.)
Export	450 cy (soil, pavement, concrete, vegetation)
Total Disturbance Area	**36,000 sf (0.83 acre)**
Total New Impervious Surface	**9,550 sf** (rounded from 9,549 sf)
On-site paving between new facilities	7,500 sf
Well Pump Station (45'x 21')	945 sf
Treatment System (46'x 19')	874 sf
Generator Pad (10' x 20')	200 sf
Sidewalk extension (10' x 3')	30 sf

Notes: AB = aggregate base, cy = cubic yards, sf = square feet, ' = feet

Construction Equipment and Staging

For Phase 1, the equipment required for well installation and testing includes a 45- to 50-foot-tall drill rig, backhoe, light tower, generator, compressor, welders, pumps, temporary diesel pump motor, water truck, and dump truck.

For Phase 2, the equipment required for pump station construction and other project elements includes, but is not limited to, excavators, front loaders, backhoes, sweepers, dump trucks, lifts, pavement saw cutters, compaction rollers, and a pump rig.

Pile driving is not anticipated; however, vibratory equipment will be used to consolidate concrete during pours and compact subgrade for site grading and trench backfill.

All construction equipment and materials for both phases of construction would be staged on site.

Well and Pump Station Construction

The construction and testing of the new well would include the following steps and activities.

- Mobilization: transport workers, equipment, and materials to the project site; and set up equipment, erecting temporary sound walls
- Well drilling and construction: drill a 690-foot-deep borehole, install the18-inch diameter steel and stainless steel well structure, and install gravel pack and cement seal in the borehole
- Well development: remove residual drilling fluids from the well by airlifting and pumping
- Well testing: pump the well with a temporary pump in order to determine final well yield
- Downhole testing: conduct various tests within the well to document condition of well structure
- Disinfection: place disinfecting agents into the well to prevent bacterial growth
- Demobilization: remove all equipment, temporary sound walls, material, and debris from site

Construction of the pump station facilities would include the following steps and activities.

- Mobilization: transport equipment, tools, and materials to the project site; establish a work area and storage area on site; and establish a field office (if needed).
- Well Pump Station: construct slab on grade and CMU block building with metal roofing, complete with ventilation louvers, HVAC system, doors and lighting to house well pump. The pump station building would house the well pedestal and aboveground and belowground water, sewer, electrical and storm drain utilities. The building would also house a gas chlorination disinfection system in a separate room with all appropriate monitoring and safety features. As described above, the new sewer, storm and water utility connections would be installed underground from the building to existing utility mainlines located in Roache Road; and the new fiber optic line would be installed underground along the northwest border of the parcel.
- Emergency Backup Generator: construct slab on grade and CMU block building or similar enclosure with metal roofing, doors and lighting to house an emergency diesel powered generator (located northeast of the pump station building). The generator fuel tank would be integrated into the subbase of the generator unit. A large rollup door would be installed on one side of the building for generator maintenance and/or future replacement.
- Treatment System: construct slab on grade and CMU block building with metal roofing, doors and lighting to house a skid-mounted, pre-manufactured, direct filtration iron and manganese treatment system (located south of the pump station building).
- Roache Road Shoulder Improvements: The existing shoulder on the south side of the pump station site will be re-graded to re-establish a drainage ditch along the roadway. The shoulder will be reconstructed with aggregate base extending approximately 4 feet

from the paved edge of the roadway. Mailboxes will be preserved and relocated if necessary across the street. The sloped area between the pump station site and shoulder will be re-landscaped, and existing vegetation will be preserved as recommended by landscape architect. A new irrigation system will be installed to establish any new plantings. The concrete sidewalk will also be extending an additional 10 feet (approximately) from the intersection of Roache Road and Airport Blvd.

Utility Installation

All utility installation and replacement work described above would be accomplished using traditional open trench construction methods within the existing project site and City right-of-way along Roache Road. Utility trench dimensions would typically be 3 feet wide and 4 feet deep for water, storm drain, and telecommunication lines and up to 15 feet deep for sewer lines.

Following pipeline installation, the trench would be backfilled with non-expansive fill material, and contours and upper service would be restored to prior condition with either pavement or topsoil, as appropriate depending on pipeline location.

1.6 Construction and Operation Best Management Practices

The City would ensure the following measures and best management practices (BMPs) are implemented and included in the construction specifications as appropriate.

Air Quality/Dust

The following BMPs shall be implemented in accordance with the Monterey Bay Air Resources District's recommendations for the control of short-term construction generated emissions.

- Water all active construction areas at least twice daily as necessary and indicated by soil and air conditions.
- Prohibit all grading during periods of high wind (over 15 miles per hour).
- Haul trucks shall maintain at least 2' 0" freeboard.
- Cover all trucks hauling soil, sand, and other loose materials.
- Plant native vegetative ground cover in disturbed areas as quickly as possible.
- Cover inactive storage piles.

Biological Resources

To avoid impacts to migratory birds that may forage, roost, or nest in the trees and landscaping outside the fencing of the project site, a preconstruction survey for nesting birds shall be conducted by a California Department of Fish and Wildlife (CDFW) qualified biologist within 7 days of project implementation when construction activities occur between February 1 and August 31.

Any active nests (nests with eggs or chicks) that are identified will be protected with a 50-foot buffer and protected until the chicks fledge and leave the nest.

Erosion Control/Water Quality

The following measures shall be implemented to control erosion, sediment and stormwater pollution. Although the disturbance is less than an acre, a stormwater protection program and plan shall be prepared.

- Storm drain inlets will be protected with sandbags or other comparable containment or filter berms and barriers.
- Sandbags and/or straw bales will be installed around the perimeter of construction and staging areas.
- All surplus asphalt and rubble will be removed from the project area and transported to the local landfill or approved disposal site.
- To the greatest extent possible, all exposed or disturbed areas within the construction area will be stabilized.
- Erosion control measures will be implemented and modified, repaired, or replaced as needed. These may include silt fences, weed-free straw bales, plywood, straw wattles, water check bars, and broadcast weed-free straw wherever silt laden water has the potential to leave the work site and enter the nearby drainages.

Hazardous Materials

Hazardous materials typically used on site during construction and operation would include gas, diesel, and lubricants for equipment. For operation, the treatment system requires use of chlorine gas contained in two 150-pound chlorine gas cylinders and well disinfectant Sodium Hypochlorite (bleach).

- The contractor shall comply with all government laws, rules and regulations concerning the use and storage of hazardous materials and the disposal of hazard waste.
- The pump station design shall include gas sensors connected to an audible alarm and beacon on the building exterior, as well as an emergency shutoff valve system installed on both gas cylinders.
- All hazardous material shall be stored and used in a safe manner and as directed by manufacturer recommendations.
- Any hazardous products, waste or empty containers used or generated shall be properly and legally transported and disposed, and shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

Noise

Temporary sound barriers or walls, capable of reducing sound generated to meet the City's noise ordinance, shall be installed. The length of the sound attenuation structure shall be approximately 100 linear feet, and the height shall be a minimum of 16 feet.

Traffic Control

Construction activities would require temporary lane closures for approximately one week during pipeline installation. To minimize project effects on local traffic, the construction contractor shall:

- Prior to the start of construction activities that could disrupt traffic, notify adjacent property owners and residents, and emergency personnel of construction time frame and the location of planned lane closures;
- Prior to the start of construction, install signage that includes the dates for construction, contact information for the City liaison to answer project specific questions;
- Ensure that roadways within the project area remain open (i.e., one lane of traffic would be open, although it may have controlled access) to the greatest extent possible, and that lane closures would be safely and effectively managed with appropriate safety flags and signage; and
- Ensure that emergency vehicle access is retained at all times.

1.7 Regulatory Requirements, Permits, and Approvals

1.7.1 Project Design

The well and pump station facilities would be designed in accordance with the following standards.

- NSF – Standard 60, Drinking Water Treatment Chemicals
- NSF – Standard 61, Drinking Water System Components
- California Code of Regulations, Title 17, Division 1, State Water Resourced Control Board
- California Code of Regulations, Title 22, Division 4, Environmental Health
- City of Watsonville, Standard Engineering Specifications
- Santa Cruz County Environmental Health
- Santa Cruz City Fire Department
- Monterey Bay Air Resources District
- API – Standard 13-A, Drilling Fluid Materials, American Petroleum Institute
- API – Standard 13-B, Recommended Practice Standard Procedure for Field Testing Oil-Based Drilling Fluids
- ANSI/AWAA Standards including, but not limited to, A100-97, Standard for Water Wells, Standard for Water Wells, Section 4.7, Well Construction
- Water Well Standards, State of California; Bulletin 74-90 (Supplement to Bulletin 74-81) June 1991 or latest applicable edition/revision

1.7.2 Required Permits and Approvals

- State Water Resources Water Control Board – Drinking Water Supply Permit
- City of Watsonville – Building Permit
- City of Watsonville – Encroachment Permit
- California Air Resources Control Board Permit – Authority to Construct/Permit to Operate
- Santa Cruz County Health Services Agency, Environmental Health Services – Drilling Permits

Section 2 Initial Study Checklist

The following discussion of potential environmental effects was completed in accordance with Section 15063 of the CEQA Guidelines to determine if the proposed project may have a significant effect on the environment.

2.1 Project Information

1. Project title:	Roache Road Well Project
2. Lead agency name and address:	City of Watsonville Public Works and Utilities Department 250 Main Street Watsonville, California 95076
3. Contact person name, address, and phone number:	Beau Kayser, Water Operations Division City of Watsonville Public Works and Utilities Department 250 Main Street Watsonville, California 95076 831-768-3193
4. Project location:	154 Roache Road, Watsonville, Santa Cruz County, California (APN 015-151-04)
5 Project sponsor's name and address:	City of Watsonville Public Works and Utilities Department 250 Main Street Watsonville, California 95076
6. General plan designation:	Transportation, Communication & Utilities
7. Zoning:	PF or "Public Facilities"
8. Description of project:	Refer to Section 1, Project Description, of this IS/MND.

9. Surrounding land uses and setting:	Refer to Section 1.2 of this IS/MND.
10. Other public agencies whose approval is required:	Refer to Section 1.7 of this IS/MND.
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?	No consultation has been requested. Refer to Section 2.5.18, Tribal Cultural Resources, of this IS/MND for details.

2.2 Summary of Required Mitigation Measures

- CR-1: Stop Work in the Event of Unexpected Occurrence of Human Remains during Construction
- NOI-1: Vibration Best Management Practices

2.3 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☒ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☒ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

2.4 Lead Agency Determination

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent (state), including implementation of the mitigation measures identified herein. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

June 29, 2020

Signature — Date

Beau Kayser, Water Operations Division, City of Watsonville

2.5 Evaluation of Environmental Impacts

This section documents the screening process used to identify and focus on environmental impacts that could result from the project. The checklist portion of the IS begins below and includes explanations of each CEQA issue topic. CEQA requires that an explanation of all answers be provided along with this checklist, including a discussion of ways to mitigate any significant effects identified. The following terminology is used to describe the potential level of significance of impacts:

- **No Impact.** The analysis concludes that the project would not affect the particular resource in any way.
- **Less than Significant.** The analysis concludes that the project would not cause substantial adverse change to the environment without the incorporation of mitigation.
- **Less than Significant with Mitigation Incorporated.** The analysis concludes that it would not cause substantial adverse change to the environment with the inclusion of mitigation agreed upon by the applicant.
- **Potentially Significant.** The analysis concludes that the project could result a substantial adverse effect or significant effect on the environment, even if mitigation is incorporated. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

2.5.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Environmental Setting

The project site is located approximately 100 feet east of the Airport Boulevard/Roache Road intersection. The 2–acre site is zoned "public facilities" and is used by the City for temporary construction site storage. The site is heavily disturbed and is of poor visual character and quality. The site is surrounded by fencing and landscaping that blocks views of the site from adjacent public roadways. Refer to **Figures 2** and **3**.

The project site is not identified by the City as a scenic resource, is not located on or within view of a scenic vista, and is not located along or visible from a designated state scenic highway.

Impact Analysis

a. Would the project have a substantial adverse effect on a scenic vista?

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The proposed project includes the installation of three new small aboveground facilities (well pump station, iron and manganese treatment facility, and backup generator) on a heavily disturbed site with poor visual quality. All three facilities would be housed within a new CMU

block building with metal roof or similar structure, which would not be entirely visible from surrounding public roadways due to the existing fencing and landscaping. Additionally, the proposed project includes the installation of underground utility connections for water, sewer, stormwater, and fiber optic lines, which would not be visible after construction, and landscaping improvements along Roache Road, which would improve views from Roache Road. Electricity connections provided by PG&E could be pole mounted or pad mounted and would not be substantially visible from surrounding public roadways. Therefore, the project would have no effect on a scenic vista or scenic resources within a state scenic highway, and the project would not degrade the existing visual character or quality of public views of the site or surroundings, nor conflict with the applicable zoning designation or any regulations governing scenic qualities.

d. Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The proposed well housing building would have ceiling lighting on the interior of the building, wall-mounted lighting on the exterior of the building, and a few lights throughout the project site for security and visibility at night. All permanent exterior lighting would be directed downward to reduce light leakage and glare into surrounding properties. All exterior lighting would be of a similar character and intensity as the surrounding residential development. Therefore, the project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.

During construction, the project would create temporary light for well installation. During the well drilling phase, construction activities would occur 24 hours per day, 7 days a week, for approximately 10 days. During this time, a temporary mobile light tower would be used to illuminate the work area. All lights, including the drill rig mast, would be pointed inward and down toward the work site only. The project involves the installation and use of temporary 16-foot tall sound barriers or walls, which would reduce light leakage from the drilling area. Therefore, the temporary light would have a less than significant impact on nighttime views in the area.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.2 Agriculture and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Environmental Setting

The project site is zoned "PF" or "public facilities" and is currently used by the City for temporary construction site storage. The site does not contain and is not adjacent to any farm or forest lands, and is not zoned for agricultural use(s) or under a Williamson Act contract.

Impact Analysis

a. **Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

b. **Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?**

c. **Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

d. **Would the project result in the loss of forest land or conversion of forest land to non-forest use?**

e. **Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

No Impact. The project would not covert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use; would not conflict with existing zoning for agricultural use or a Williamson Act contract. The project would not conflict with zoning for, or cause rezoning of, forest land, or timberland, and would not result in the loss or conversion of forestland to non-forest use(s). Furthermore, the project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard)?	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Environmental Setting

The project site is located within Watsonville, which is within the North Central Coast Air Basin (NCCAB), composed of Monterey, Santa Cruz, and San Benito Counties. The Monterey Bay Air Resources District (MBARD) consists of all three counties within the NCCAB; therefore, MBARD is responsible for air monitoring, permitting, enforcement, long-range air quality planning, regulatory development, education, and public information activities related to air pollution, as required by the California Clean Air Act (CCAA) and Amendments, and the Federal Clean Air Act (CAA) and Amendments.

The CAA of 1970 required the U.S. Environmental Protection Agency (USEPA) to establish National Ambient Air Quality Standards (NAAQS) with states retaining the option to adopt standards that are more stringent or to include other specific pollutants. The 1990 CAA Amendments require that each state have an air pollution control plan called the State Implementation Plan (SIP). The SIP includes strategies and control measures to attain the NAAQS by deadlines established by the CAA. The CAA Amendments dictate that states containing areas violating the NAAQS revise their SIPs to include extra control measures to reduce air pollution. The USEPA reviews the SIPs to determine whether the plans would conform to the 1990 CAA Amendments and achieve the air quality goals.

Criteria air pollutants are a group of common air pollutants regulated by the federal and state governments by means of ambient standards based on criteria regarding health and environmental effects of pollution. The USEPA has classified air basins (or portions thereof) as being in "attainment," "nonattainment," or "unclassified" for each criteria air pollutant, based on whether or not the NAAQS have been achieved. If an area is designated unclassified, it is because

inadequate air quality data were available as a basis for a nonattainment or attainment designation. The USEPA classifies the NCCAB as in attainment or unclassified for all pollutants with respect to federal air quality standards.

The State of California, under the CCAA, has established standards for criteria pollutants that are generally stricter than federal standards. The NCCAB is currently in nonattainment status for respirable particulate matter (PM_{10}), and transitional nonattainment status for ozone. An area is designated transitional nonattainment if, during a single calendar year, the state standard is not exceeded more than three times at any monitoring location within the district.

Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. In accordance with the CCAA, MBARD has developed the 2012-2015 Air Quality Management Plan (AQMP) for the Monterey Bay Region (MBARD 2017). The focus of the plan is achieving the 8-hour ozone standard in the region. The plan includes an updated air quality trends analysis; emissions inventory that includes the latest information on stationary, area, and mobile emission sources; and mobile source programs. Projects that are inconsistent with the AQMP would result in a significant cumulative impact related to ozone emissions. A project is consistent with the AQMP if it is consistent with the growth assumptions in the AQMP and, therefore, accommodated in the emissions inventories.

The proposed project does not contain a land development component. The purpose of the project is to provide water supply system redundancy, not to provide additional water supply, and would therefore not facilitate any growth beyond AQMP assumptions. Construction of the proposed project would generate temporary employment opportunities, but jobs created by this construction activity would likely be filled by the existing workforce in Watsonville or immediately surrounding areas. No direct growth inducement is expected to result from proposed project implementation.

No stationary sources would be constructed that would be long-term permanent sources of emissions. As further discussed below, the project would not result in an exceedance of numeric thresholds established by MBARD during construction or operation. Additionally, the proposed project would involve typical construction practices and general construction activity related emissions (i.e., temporary sources). According to Section 5.3 of the MBARD CEQA Air Quality Guidelines (2008), Criteria for Determining Construction Impacts, typical construction practices are accounted for in the emission inventories included in the air quality plans.

Therefore, the project would not conflict with or obstruct implementation of the applicable MBARD AQMP.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard)?

Construction

Less Than Significant Impact. Construction activities associated with the project would result in temporary increases in air pollutant emissions. According to MBARD, construction activities (e.g., excavation, grading, on-site vehicles) which directly generate 82 pounds per day or more of PM_{10} would have a significant impact on local air quality. The screening level for construction with the potential to exceed this threshold is disturbance of 2.2 acres or more per day. The proposed project disturbance area is less than one acre; therefore, the proposed project would not exceed the screening level for potential PM_{10} impacts. However, potential construction emissions from the project have been quantified and are presented in **Table 2**. As shown in **Table 2**, the project is not estimated to generate PM_{10} levels in exceedance of this threshold during either phase of construction.

MBARD does not identify quantitative thresholds for other criteria pollutants during construction. Construction projects using typical construction equipment such as dump trucks, scrapers, bulldozers, compactors and front-end loaders that temporarily emit precursors of ozone (i.e., volatile organic compound [VOC] or NO_x), are accommodated in the emission inventories of state- and federally required air plans and would not have a significant impact on the attainment and maintenance of ozone AAQS. However, a project that would use non-typical equipment would have the potential to result in a significant impact related to emissions of VOCs or NO_x. The proposed project would employ typical construction equipment. It would not require any non-typical construction equipment or techniques that have not been accounted for in the NCCAB emissions inventories. Thus, the proposed project would not result in a significant impact related to emissions of VOCs or NO_x.

Therefore, the project would not result in a cumulatively considerable net increase of criteria pollutant emissions during construction.

Table 2. Estimated Construction Daily Maximum Air Pollutant Emissions (lbs./day)

Construction Phase	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Phase 1	2	16	14	<1	1	1
Phase 2	2	13	13	<1	1	1
MBARD Threshold	–	–	–	–	82	–
Significant Impact?	–	–	–	–	No	–

Source: CalEEMod Version 2016.3.2. Model output provided in **Appendix A**.

Definitions: VOC = Volatile Organic Compounds. NO_x = Oxides of Nitrogen. CO = Carbon Monoxide. SO_x. = Sulfur oxides. PM_{10} = Particulate matter 10 micrometers or less in diameter. $PM_{2.5}$ = Particulate matter 2.5 micrometers or less in diameter.

Operation

Less Than Significant Impact. Following construction, operation of all equipment would be electric-powered and would not result in an increase in criteria pollutant emissions. A nominal increase in vehicle emissions is anticipated associated with maintenance of the proposed project. The new emergency generator would require testing twice per month. Due to the limited duration and infrequency of testing, testing of one new pump station generator would result in a nominal net increase in emissions. Landscape equipment would occasionally be used for maintenance. However, the plants would be low maintenance and drought tolerant; and once new landscaping is established, only periodic brush clearing, trimming, and weed abatement would be required. As such, the net increase in air pollution emissions from operation of the proposed project would be minimal and well below significance thresholds for all pollutants. Therefore, the project would not result in a cumulatively considerable net increase of criteria pollutant for which the project region is nonattainment.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

MBARD defines sensitive receptors for CEQA purposes as any residence including private homes, condominiums, apartments, and living quarters; education resources such as preschools and kindergarten through grade twelve (k–12) schools; daycare centers; and health care facilities such as hospitals or retirement and nursing homes. Sensitive receptors also include long-term care hospitals, hospices, prisons, and dormitories or similar live-in housing.

Less Than Significant Impact. The nearest sensitive receptors to the project site are residences located along Roache Road, approximately 30 feet south of the proposed pipeline installations in Roache Road, and 100 feet east of the site parcel boundary (**Figure 2**). As shown in **Table 2**, construction emissions from the project would be minimal. Additionally, construction would be temporary, occurring in two phases and lasting less than two years. Phase 1 includes well installation and testing during a 6-month period, planned from September 2020 to February 2021. Phase 2 includes construction of the pump station and other project elements during a 10-month time frame, planned from February 2021 to November 2021.

Therefore, because project construction activities, such as the operation of heavy equipment, would be minimal, the proposed project is not anticipated to expose these receptors to significant short-term criteria pollutant emissions.

Following construction, the proposed project does include new sources of toxic air contaminants and, as discussed above, criteria air emissions that occur from operation of the project would be minimal. Additionally, because the project would result in a nominal increase in vehicle trips, implementation of the project would not contribute to any carbon monoxide hot spot. Therefore, the project operation would not expose sensitive receptors to substantial pollutant concentrations.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. Construction associated with the proposed project could result in minor amounts of odor compounds associated with diesel-heavy equipment exhaust. However, diesel equipment would not be operating together at one time, and construction near existing receptors would be temporary. Additionally, SO_x is the only criteria air pollutant with a strong, pungent odor (ATSDR 2015). As shown in **Table 2**, maximum construction emissions of SO_x would be less than 1 pound per day, which is well below the MBARD long-term threshold of 150 pounds per day.

CARB's Air Quality and Land Use Handbook (CARB 2005) includes a list of the most common sources of odor complaints received by local air districts. Typical sources of odor complaints include facilities such as sewage treatment plants, landfills, recycling facilities, petroleum refineries, and livestock operations. Project operation would include pumping and treating potable water and would not create new objectionable odors affecting a substantial number of people.

Therefore, neither project construction nor operation would result in other emissions, including those leading to odors that would adversely affect a substantial number of people.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.4 Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e. Conflict with any applicable policies protecting biological resources?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other applicable habitat conservation plan?	☐	☐	☐	☒

Information in this section is based on a general habitat and natural resources assessment, including the potential for special-status species to occur on the project site, prepared by Harris & Associates. As part of this effort, professionally qualified staff completed the following tasks: 1) queried the CDFW's California Natural Diversity Database (CNDDB) for special-status species occurrences within a 2-mile buffer around the project site (**Figure 4**) for special-status plant occurrences in the Watsonville West quadrangle (CDFW 2020); 2) obtained an official resource and species list from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation online planning tool (USFWS 2020); and 3) conducted a field survey of the project site on May 28, 2020. **Appendix B** includes the CNDDB map and species table, USFWS IPaC resource list, and photos of the project site.

Environmental Setting

The project site is located within a developed area in Watsonville. The site is triangular shaped, with Roache Road and Airport Boulevard bordering the north and south edges of the property. Residential and industrial properties abut the project site to the east (**Figure 2**).

Across Airport Boulevard from the project site, the Watsonville Municipal Airport occupies 330 acres of runway, hangars, and accessory buildings interspersed with coastal terrace prairie habitat that is managed for both visual clearance for visual safety and to protect and enhance Santa Cruz tarplant (*Holocarpha macradenia*), Choris' popcorn flower (*Plagiobothrys chorisianus* var. *chorisianus*), and San Francisco popcorn flower (*Plagiobothrys diffusus*) (JGA 2007; USFWS 2014). Santa Cruz tarplant is federally listed as threatened and state listed as endangered. All three plants are listed by the California Native Plant Society as rare, threatened, or endangered in California and elsewhere; tarplant is "seriously threatened" in California, and San Francisco popcorn flower are "moderately threatened" in California.

Across Roache Road and behind residential properties, approximately 220 feet from the project site, the headwaters of Struve Slough begin to channel water, which flows approximately 1.3 miles downstream (south) into the complex Watsonville slough system, where the federally threatened California red-legged frog (*Rana draytonii*) and western pond turtle (*Emys marmorata*) (a state species of special concern) are known to occur. Other ponds and/or wetland areas known to support these species are also approximately 1.3 miles away; California red-legged frog have been found near Larkin Valley Road, and western pond turtle were recorded at Pinto Lake (to the north) and Crestview Park (to the east).

Habitats

Three habitats were identified on the project site during the field visit and are described below: developed, ruderal, and landscaped.

Developed

The project site is used by the City for temporary construction site storage for soil and rock stockpiles, pipes, fire hydrants, equipment, and heavy machinery. There is one portable building and one medium-sized (approximately 15 feet tall) ornamental tree on site. The area is used frequently as staff moves, dumps, and relocates supplies and stockpiles to other sites both on and off the property. As a result, the project site is highly disturbed (refer to photos 1–3 in **Appendix B**).

Source: California Department of Fish and Wildlife 2020.

Harris & Associates

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Feet

Figure 4

Location of Santa Cruz Tarplant

Roache Road Well Project

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Ruderal

Ruderal habitats are unmaintained and dominated by weeds and other non-native species. Ruderal sites offer very limited habitat value for wildlife. The soils/substrate on the project site are compacted non-native fill, and where the project site is not regularly used, including the edges and between piles, weeds have established, including:

- Himalayan blackberry (*Rubus armeniacus*),
- Wild radish (*Raphanus raphanistrum*),
- English plantain (*Plantago lanceolata*),
- Cutleaf plantain (*Plantago coronopus*),
- Wild oats (*Avena fatua*),
- Ripgut brome (*Bromus diandrus*),
- Morning glory (*Calystegia macrostegia*),
- Sheep sorrel (*Rumex acetosella*), and
- Scarlet pimpernel (*Anagallis arvensis*).

Landscaped

Outside the fencing that encloses the project site, the existing landscaping plants provide a visual screen along Roache Road and Airport Boulevard. The area along Airport Boulevard is watered and maintained on a regular schedule and has mulch ground cover to reduce weed establishment. Species planted are typical of City landscaping, including purple leaf plum trees (*Prunus* spp.) and pink flowering Escallona (*Escallonia* x *exoniensis 'Fradesii'*). Along Roache Road, the landscaping is not maintained and has a mix of landscape and weedy species, both native and non-native, including coast live oak (*Quercus agrifolia*), coyote bush (*Baccharis pilularis*), field mustard (*Brassica rapa* var. *rapa*), wild oats, Himalayan blackberry, honeysuckle (*Lonicera periclymenum*), and cheese weed (*Malva neglecta*) (refer to photo 3 in **Appendix B**). The proposed project includes upgrades to the landscaping along Roache Road, which necessitates the removal of weeds and some vegetation not originally planted by the City.

Wildlife

Common wildlife species that may inhabit or pass through the project site would be tolerant of human disturbance, and not impeded by chain link fencing. Birds were seen along the edges of the project site and on landscaping trees just off site, including house finch (*Haemorhous mexicanus*), barn swallow (*Hirundo rustica*), mockingbird (*Mimus polyglottos*), California towhee (*Melozone crissalis*), and Anna's hummingbird (*Calypte anna*). Although no natural resources occur on the project site, it is not unlikely that some mammals tolerant of high levels of human disturbance may travel through it, including raccoon (*Procyon lotor*), striped skunks (*Mephitis mephitis*), and Virginia opossum (*Didelphis virginiana*).

Although in a busy and noisy area, migratory birds may forage or roost in trees just outside the fencing on the project site. The trees are too small and canopy too closed for raptors to utilize the project site for hunting, roosting, or nesting.

There was no evidence of listed wildlife species, including California red-legged frog and western pond turtle, on or adjacent to the project site based on the field survey and database searches.

Impact Analysis

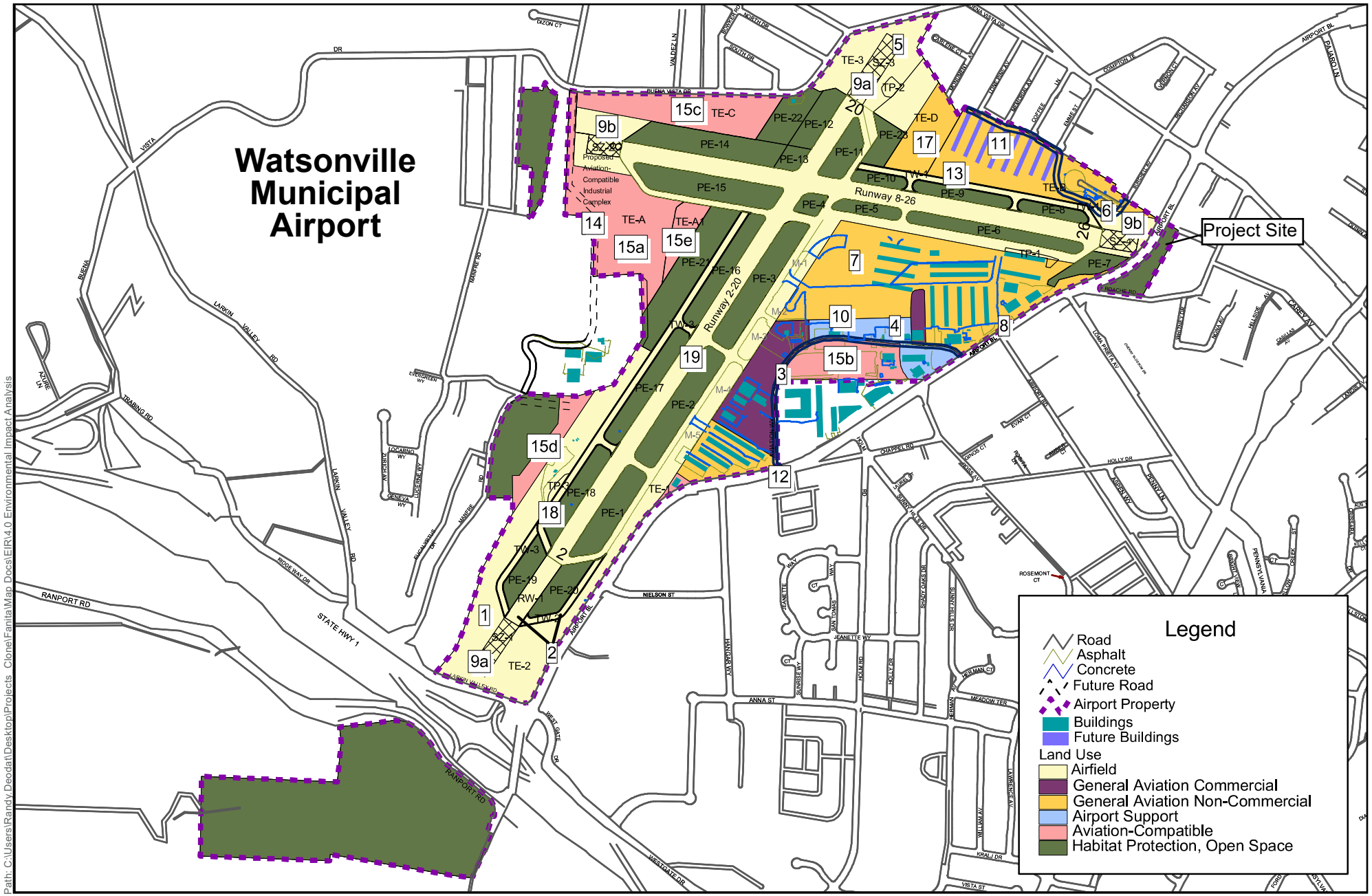
a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less Than Significant Impact. Results of the CNDDB, USFWS IPaC, and CNPS search have identified several special-status species that occur in the surrounding areas (see **Appendix B** for results of these queries and analysis of the potential to occur on the project site). Due to the highly disturbed, urban nature of the project site, no habitat for any special-status species occurs on the property.

As discussed above and shown in **Appendix B**, the largest known population of Santa Cruz tarplant occurs on the main property of the Watsonville Municipal Airport within coastal terrace prairie habitat around the runways. The CNDDB database occurrence that covers the population of tarplant at the airport ends at Airport Boulevard, along the north edge of the project site (**Figure 4**).

There are several properties adjacent to the main airport property, including the project site, that are owned by the Watsonville Municipal Airport and managed as "Habitat Protection/Open Space" (**Figure 5**). The purpose of this land use designation is to provide area for habitat protection and open space for use as a "clear zone," providing protection of airspace for the runway (Watsonville Municipal Airport 2003). The project site falls into the latter category as no Santa Cruz tarplant management or monitoring occurs there (JGA 2007).

The Watsonville Airport monitors and manages its Santa Cruz tarplant population under the Mitigation Plan for Santa Cruz Tarplant and Coastal Terrace Prairie at the Watsonville Airport (JGA 2007). The overall goal of the mitigation program is to compensate for the loss of Santa Cruz tarplant and coastal terrace prairie resulting from planned airport improvements, with the expected outcome resulting in a net increase in Santa Cruz tarplant and Choris' popcorn flower. Annual maintenance includes a mowing regime designed to promote the spread of tarplant by adjusting blade height and timing of maintenance mowing to minimize impacts to the tarplant. In the fall of 1995, Watsonville Airport staff also began a program specifically to establish Santa Cruz tarplant in suitable habitat (coastal terrace prairie) on the airport where it did not previously occur. None of these management activities occurs on the proposed project site or would be adversely impacted by the proposed project.



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Source: Watsonville Municipal Airport Master Plan, 2003. Prepared by Watsonville Municipal Airport, adopted June 24, 2003.

Harris & Associates

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Figure 5

Airport Land Use Plan

Roache Road Well Project

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Although Santa Cruz tarplant thrives in a disturbance regime, the current conditions and urban nature of the property are likely too disturbed to support this species, as the site lacks coastal terrace prairie habitat and other conditions that are present where this species does occur. It is therefore highly unlikely that this species occurs on the project site.

No aquatic features are present on or adjacent to the project site. Although the headwaters of Struve Slough are within 220 feet of the project site, the residential properties, roads, and urban nature of the area make it highly unlikely that any wildlife from this natural drainage to move into or through the site. There are no ground squirrel holes or other features that would provide aestivation or refuge sites for California red-legged frog.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. Due to the highly disturbed nature of the project area, no natural habitats occur on the project site.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. There are no wetlands on the project site.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

e. Would the project conflict with any applicable policies protecting biological resources?

Less Than Significant Impact. Due to the highly disturbed nature of the project area, no natural habitats occur on the project site. However, there are some ornamental and native trees that occur on the site (one) and just outside the fence line that could be used by migratory birds for foraging, roosting, or nesting. As described in Section 1.6, Construction and Operation Best Management Practices, preconstruction surveys for nesting birds would be conducted for construction activities occurring between February 1 and August 31. This would avoid and minimize impacts to migratory birds protected under the Federal Migratory Bird Treaty Act from the removal of vegetation for landscaping or from noise generated by equipment used during project implementation.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other applicable habitat conservation plan?

No Impact. There is no Habitat Conservation Plan or Natural Community Conservation Plan that applies to the proposed project site.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☒	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

Information in this section is based on the Phase I Archaeological Investigations for the Roache Road Municipal Well and Pump Station Project, prepared by Albion Environmental (Albion 2020). As part of this effort, professionally qualified staff from Albion completed the following tasks: 1) background historical research, including archival maps and photos and a records search at the Northwest Information Center, extending to a quarter mile beyond the Project Area of Potential Effect (APE); 2) pedestrian field survey of the entire APE to identify any previously unidentified archaeological resources; 3) identifying and determining potential effects on archaeological resources within the APE and making recommendations on how to address any effects. The APE is shown on **Figure 2**.

Environmental Setting

The Northwest Information Center records search revealed no known cultural resources within the APE but nine within a quarter-mile radius. The nine cultural resources recorded within 0.25 mile of the APE are all historic commercial or residential structures, or clusters of structures, dating from the late nineteenth through mid-twentieth centuries.

Background historical research revealed that the APE was once part of the Mexican Period Rancho Los Corralitos. Historic maps show that by the 1880s the project vicinity had been divided into private parcels with Roache Road in place, and that over the next several decades the parcel in which the APE is located passed through a series of private owners, although there is no indication that the APE itself was formally developed. By the early 1930s, aerial photographs show that much of the APE was located within an agricultural orchard and by the 1940s was in an empty field adjacent to the newly constructed Watsonville Municipal Airport. By 1975, Airport Boulevard had been built on the west side of the APE and the City's temporary construction site storage was within the APE itself.

The results of Albion's pedestrian survey turned up no evidence of precontact Native American or historic period cultural resources within the Project APE. The APE is heavily disturbed with development, pavement, and landscaping. There is little evidence for undisturbed terrain or native soils, and most of the visible ground surface comprises modern fill material. There are no physical traces of Roache Road as it was in the nineteenth century or early twentieth century orchard. Even if buried remains of these landscape features existed, they lack potential to contribute to research questions that cannot be addressed using historical sources.

Overall, given the lack of substantial human occupation visible in historic imagery from the nineteenth and early twentieth centuries, heavy disturbance by modern development, the lack of previously recorded cultural resources within the APE, and the lack of archaeological deposits previously identified within a quarter-mile radius, the potential for buried archaeological deposits in the Project APE is very low. Albion, therefore, concludes that no historical resources would be affected by the project and recommends no further archaeological measures prior to or during construction.

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less Than Significant Impact. As described above in the summary of the Phase 1 report prepared by Albion, the potential for buried archaeological deposits in the Project APE is very low given the lack of substantial human occupation visible in historic imagery from the nineteenth and early twentieth centuries, heavy disturbance by modern development, the lack of previously recorded cultural resources within the APE, and the lack of archaeological deposits previously identified within a quarter-mile radius. Further, there are no historical structures on or adjacent to the site that could be adversely impacted by the project. Therefore, Albion concludes that no historical or archaeological resources would be affected by the Project and recommends no further archaeological measures prior to or during construction.

c. Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant with Mitigation Incorporated. The potential for the project to disturb any human remains is low for the reasons described above. Although it is unlikely, there is a possibility of the unanticipated and accidental discovery of human remains during ground disturbing project-related activities. This impact would be potentially significant, but could be reduced to a less than significant level with implementation of Mitigation Measure CR-1: Stop Work in the Event of Unexpected Occurrence of Human Remains during Construction.

Mitigation Measures

The following mitigation is required as part of the project to ensure that potential disturbance to human remains is mitigated to a level that is less than significant.

CR-1: Stop Work in the Event of Unexpected Occurrence of Human Remains during Construction. If human remains and associated/or unassociated funerary objects are discovered during soil-disturbing activities, construction crews will stop work and immediately notify the Santa Cruz County Coroner and a qualified archaeologist, in accordance with applicable State laws. In the event that the Coroner determines that the human remains are Native American, the County or City will notify the Native American Heritage Commission according to the requirements in California Public Resources Code, Section 5097.98. The Native American Heritage Commission will appoint a Most Likely Descendant. A qualified archaeologist, County or City, and Most Likely Descendant will make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines, Section 15064.5[d]). The agreement will take into consideration the appropriate preservation measures, with the preference to preserve all resources intact and in place. The City shall work with engineers to excavate, remove, record, analyze, take custody of, and finally respectfully dispose of the human remains and associated or unassociated funerary objects. The California Public Resources Code allows 48 hours to reach agreement on these matters.

2.5.6 Energy

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Environmental Setting

Electricity and natural gas service for Watsonville are currently provided by Monterey Bay Community Power (MBCP) and &E. MBCP allows communities to buy clean-source electric power, while retaining PG&E's role in maintaining power lines and providing customer service (MBCP 2018). Electricity comes from solar, wind and hydroelectric generation (MBCP 2018). PG&E continues to provide natural gas service.

Impact Analysis

a. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact. Construction of the proposed project would result in an incremental increase in the consumption of energy resources during construction due to on-site use of construction equipment and vehicle and truck trips. All project construction equipment would be required to comply with the CARB emissions requirements for construction equipment, which includes measures to reduce fuel-consumption, such as imposing limits on idling and requiring older engines and equipment to be retired, replaced, or repowered. As a result, impacts associated with the small temporary increase in consumption of fuel during construction are expected to be less than significant.

Following construction, operation of all equipment (well pump, site lighting, instrumentation and appurtenances) would be primarily powered by the electric grid. Equipment would only operate as necessary to provide adequate system redundancy in the event that one or more existing groundwater well pump stations are off line. Emergency generators would require consumption of diesel fuel only in an emergency or during necessary maintenance testing.

Therefore, the project would not result in wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant Impact. The applicable plan for the project area related to renewable energy or energy efficiency is the Watsonville Climate Action Plan (CAP). In 2015, Watsonville adopted the CAP to assist Watsonville in preparing for the potential impacts of climate change and protect public health, safety and critical infrastructure. The CAP identifies and prioritizes policies and programs that both reduce GHG emissions and increase the ability of the City to adapt to future climate impacts. Based on state guidance, the CAP establishes the goals of reducing GHG emissions by 15 percent from 2005 levels to meet the AB 32 target and 25 percent below 2005 emissions by 2030 to continue on the trajectory to reach the 2050 reduction target. The CAP includes a list of actions for the City to implement to reduce GHG emissions, including investment in renewable energy and programs to increase energy efficiency. The CAP does not include specific requirements or emissions reduction targets for individual projects.

The project proposes potable water infrastructure. Proposed equipment would be powered by the electric grid. Service would be provided through MBCP, which provides clean-source power, consistent with the renewable energy goals of the CAP. Therefore, the project would not conflict with or obstruct any state or local plan for renewable energy or energy efficiency.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☒	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Environmental Setting

Santa Cruz County is a tectonically active fault zone due to the presence of multiple faults that transect the entire county. The San Andreas Fault, the largest of these faults, is considered the most active fault in the area, and is bordered to the south by the less active Zayante Fault. Both faults have the potential to generate moderate to severe ground shaking from an earthquake event, which are expected to occur in the future. The largest earthquake in recent history was the Loma Prieta earthquake (magnitude 7.1) of 1989 that resulted in substantial earth movement throughout the Watsonville area.

The project area is composed of three geologic units; Fluvial Basin Deposits, Aromas Sands, and the Purisima Formation, as mapped on the U.S. Geological Survey Geologic Map of Santa Cruz County (Brabb et al. 1997). These terrace deposits are composed of semi-consolidated and moderately sorted sand, silty clay, and gravel, and can be up to 100 feet below ground surface (bgs). The Aromas Sands are composed of eolian and fluvial sand, silt, clay and gravels, and is the major groundwater producing geologic unit (aquifer) in the region. The sands extend from approximately 225 feet to 600 feet bgs. The Purisima Formation is composed of sandy silts and underlies the project area at 650 feet to 1,000 feet bgs. The silty-sandy nature of terrace deposits and the Aromas Sands makes the project area highly susceptible to intense impacts from changes in the natural environment. This could include seismic-related ground failure, lateral spreading, landslides, and liquefaction.

Impact Analysis

a. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii. Strong seismic ground shaking?

Less Than Significant Impact. The project site is located outside of the limits of the State Alquist-Priolo Special Studies Zone or any County-mapped fault zone (County of Santa Cruz 2020; California Division of Mines and Geology 2001). However, the project site is located approximately 6 mile(s) west of the San Andreas Fault zone, and approximately 4 mile(s) west of the Zayante Fault zone. In addition to these major fault zones, the Sargent, Berrocal, and Monterey Bay-Tularcitos Faults are located approximately 8, 9, and 11 miles from the project site, respectively. Due to the proximity of the project site to active and potentially active faults, the project site would be subject to high intensity ground shaking during the lifetime of the project. The project would be subject to the California Building Code seismic design force standards, as required by Chapter 2, Section 8, Building Code within the City of Watsonville Municipal Code. These requirements would ensure the stability of all proposed project structures based on the geologic features present within the project area. Therefore, the impact would be less than significant.

iii. Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. The project site is mapped as an area with very high susceptibility for liquefaction, as shown on the Santa Cruz County GIS Hazard Map (County of Santa Cruz 2020). The terrace deposits that underlay the project area are semi-consolidated; this means that when the silty clay soils become inundated with surface water, they will behave as a liquid, instead of draining into the ground. Liquefaction can induce lateral spreading when a liquefied soil mass

fails on an inclined slope, making the project area highly susceptible to lateral spreading. Because the project area is located on a topographically low area with a slope grade of 15 percent, the project area is susceptible to moderate lateral spreading.

The project site is shown to be underlain with expansive soils on the Santa Cruz County GIS Hazard map (County of Santa Cruz 2020). Expansive soils are composed of expanding clays, which are consistent with both the terrace deposits and Aromas Sands that underlay the project area. When expansive clay soils become saturated with water, they expand, and then contract when conditions are dry. Thus, the project site is susceptible to shrink/swell potential throughout the year, particularly during the rainy season from October through May.

In order to offset the potential impacts that may occur to the proposed project structures through the presence of geologic features that are susceptible to liquefaction, including expansive soils, the project would be subject to the California Building Code seismic design force standards, as required by Chapter 2, Section 8, Building Code, within the City of Watsonville Municipal Code. These requirements would ensure the stability of all proposed project structures based on the geologic features present within the project area.

iv. Landslides

Less Than Significant Impact. Landslide potential is mapped on the Cooper-Clark Landslide Map on the Santa Cruz County GIS Hazard map (County of Santa Cruz 2020). The closest landslide is approximately 6 miles from the project site, within the San Andreas Fault Zone. The project site and surrounding topography are not mapped with the potential to support a landslide. The nearly flat topography (15 percent graded slope) would not yield a potential pathway for a slope to fail during a seismic event or over saturated surface runoff.

b. Would the project result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. The project area is topographically flat, with a maximum 15 percent grade in slope. There is some potential for surface soil erosion to occur during project construction activities due to the presence of terrace deposits that have a moderate potential for erosion (Brabb et al. 1997). However, the flat nature of the project area would minimize the potential for erosion related impacts. Furthermore, the project would implement a number of BMPs, as described in Section 1.6, Construction and Operation Best Management Practices, to avoid the loss of topsoil and minimize soil erosion. These would include:

- Surplus asphalt and rubble would be removed from the project area and transported to the local landfill;
- All disturbed areas within the area would be stabilized; and,
- Erosion control measures would be implemented, modified and replaced.

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. As discussed above, the project site is located on sand and clay-rich terrace deposits, resulting in the area being sensitive to potential collapse, lateral spreading, subsidence, liquefaction and landslides. In order to offset the potential impacts that may result through the implementation of the project, all proposed project structures would be constructed in accordance with California Building Code seismic design force standards, as required by Chapter 2, Section 8, Building Code, within the City of Watsonville Municipal Code. Furthermore, as described in Section 1.6, Construction and Operation Best Management Practices, a number of BMPs would be implemented. These requirements would ensure the stability of all proposed project structures based on the geologic features present within the project site, and would minimize the potential for erosion and sedimentation from the project site.

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less Than Significant Impact. According to the Santa Cruz County GIS Hazard Map (County of Santa Cruz 2020), the project site is underlain with expansive soils and by a mixture of silty clay in both the terrace deposits and the Aromas Formation, which is highly expansive when exposed to water. Expansive soils expand during the wet season and contract during the dry season. Given the project site's direct southern proximity to the Struve Slough and nearby Corralitos Creek, the soils would be subject to shrink/swell potential based on seasonal moisture fluctuations. In order to offset the potential impacts that may result through the implementation of the project, all proposed project structures would be constructed in accordance with California Building Code seismic design force standards, as required by Chapter 2, Section 8, Building Code, within the City of Watsonville Municipal Code. These requirements would ensure the stability of all proposed project structures based on the expansive nature of the soils that underlay the project area.

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project does not include the use of septic tanks or alternative wastewater disposal systems. The well pump station would be connected to the City's existing sewer system and storm system to convey the backwash water from the pump and treatment facilities so the City can beneficially reuse the treated sewer water (recycled water), rather than discharging to the storm drain system where it cannot be reused.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact. Implementation of the project would involve ground disturbing construction-related activities. Areas that are considered sensitive for paleontological resources have been mapped through the Santa Cruz County GIS Database (County of Santa Cruz 2020). This map was created through extensive scientific literature review along with a review of local museum records. This information was cross analyzed with local geography to identify if any paleontological and geologic resources are known or likely to exist within the County. This process identified seven areas in northern Santa Cruz County that have been identified as supporting rare or unique paleontological or geologic resources. Although paleontological resources are contained within underlying soil layers and geologic deposits, the project site is located in southern Santa Cruz County and is not within a known area that supports either paleontological or geologic resources. Thus, potential impacts that may occur to paleontological or geologic features as a result of ground disturbance from construction activities would be minimal and considered less than significant.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Environmental Setting

The primary greenhouse gas (GHG) emitted by human activities is carbon dioxide (CO_2). CO_2 enters the atmosphere through the burning of fossil fuels, solid waste, trees, and wood products and because of other chemical reactions, such as those produced through the manufacturing of cement. Globally, the largest source of CO_2 emissions is the combustion of fossil fuels in power plants, automobiles, industrial facilities, and other similar sources (USEPA 2020). Methane (CH_4) is emitted from natural and human-related sources, including fossil fuel production, animal husbandry, rice cultivation, biomass burning, and waste management (USEPA 2020). Nitrous oxide (N_2O) is emitted during agricultural and industrial activities and combustion of fossil fuels and solid waste (USEPA 2020). Hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride are synthetic, powerful GHGs that are emitted from a variety of industrial processes and the production of chlorodifluoromethane. Construction or operation of the proposed project would not include any industrial processes, and chlorodifluoromethane has been mostly phased out of use in the United States, with the exception of feedstock production (USEPA 2020); therefore, these GHGs are not discussed further in this report.

Individual GHGs have varying heat-trapping properties and atmospheric lifetimes. The CO_2 equivalent (CO_2e) is a consistent method for comparing GHG emissions because it normalizes various GHG emissions to a consistent measure. Each GHG is compared to CO_2 with respect to its ability to trap infrared radiation, its atmospheric lifetime, and its chemical structure. CH_4 is a GHG that is 25 times more potent than CO_2; therefore, 1 metric ton (MT) of CH4 is equal to 25 metric tons of carbon dioxide equivalent ($MTCO_2e$). One MT of N_20 is equal to 298 MT of CO_2e.

In September 2006, the California Legislature adopted Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. AB 32 focuses on reducing GHG emissions in California. AB 32 identifies a statewide goal of reducing the statewide level of GHG emissions to 1990 levels by 2020. Effective January 1, 2017, Senate Bill 32 requires California to reduce its statewide GHG emissions by the year 2030 so that emissions are 40 percent below those that occurred in 1990.

Additionally, in 2005, California Governor Arnold Schwarzenegger announced, through EO S-3-05, a statewide GHG emission reduction target of reducing GHG emissions to 80 percent below 1990 levels by 2050.

Impact Analysis

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Implementation of the project would generate GHG emissions by usage of fossil fuels during construction activities. The 6-month construction period for Phase 1 would result in one-time total GHG emissions of 196 $MTCO_2e$. The 10-month construction period for Phase 2 would result in one-time total GHG emissions of 262 MTCO2e, for total one-time project construction emission of 458 MTCO2e. **Appendix A** provides detailed model output for project emissions.

Following construction, operation of all equipment would be electric-powered. Electricity would be carbon-free power provided by MBCP. A nominal increase in vehicle emissions is anticipated associated with maintenance of the proposed projects. One new emergency generator would require testing twice per month. Due to the limited duration and infrequency of testing, testing of one new pump station generator would result in a nominal net increase in GHG emissions. Landscape equipment would occasionally be used for maintenance. However, once new landscaping is established, only periodic brush clearing, trimming, and weed abatement would be required. As such, the net increase in GHG emissions from operation of the proposed project would be minimal.

Neither Watsonville nor MBARD have established a numeric threshold for screening impacts related to GHG emissions. Additionally, the Watsonville CAP is not a qualified CAP according to CEQA Guidelines, Section 15183.5. However, a threshold of 900 MTCO2e (annual operational emissions) is recommended by the California Air Pollution Control Officers Association (CAPCOA) (CAPCOA 2008); and a threshold of 1,100 MTCO2e (annual operational emissions) was adopted by neighboring air districts, including the Sacramento Metropolitan Air Quality Management District, as referenced in the 2017 Scoping Plan (CARB 2017) and the Bay Area Air Quality Management District (BAAQMD 2017). These “bright-line” thresholds address the state’s long-term emissions reduction goals by determining a screening level under which a project would not be considered to hinder the state’s ability to meet long-term goals. Bright-line thresholds are typically intended to screen out smaller projects with relatively minimal emissions so that the vast majority (typically 90 percent) of total future development would be subject to mitigation or project features that would reduce GHG emissions compared to business-as-usual emissions, and consistent with GHG reduction goals (CAPCOA 2008). Although these thresholds do not specifically address the contribution of emissions in Watsonville to the statewide goals or the goals

of the CAP, these screening levels provide a reasonable proxy for screening project impacts related to statewide GHG reduction goals.

The proposed project would be responsible for a temporary increase in GHG emissions during construction and minimal ongoing annual GHG emissions following construction. However, emissions would not exceed annual emissions thresholds recommended by CAPCOA or neighboring air districts for ongoing operational impacts. Therefore, the project would not result in a significant ongoing increase in annual GHG emissions.

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. The Watsonville CAP and statewide emissions reduction goals are the applicable plans and regulations adopted for the purpose of reducing GHG emissions. As discussed above, the project would result in relatively minimal GHG emissions that would not be anticipated to conflict with the ability of the City or the state to meet emissions reduction goals (AB 32, S-3-05, and Senate Bill 32). As potable water infrastructure, the project does not propose any structures that would be subject to programs outlined in the CAP to reduce utility use. The project would require only minimal maintenance vehicle trips. As such, CAP measures related to reduction in vehicle miles traveled, primarily by increasing non-motorized travel, do not apply to the project. The proposed project would not conflict with the CAP or statewide emissions reduction goals.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Environmental Setting

The 2-acre project site is owned by the Watsonville Municipal Airport, which is located on the north side of Airport Boulevard (**Figure 2**); zoned PF for public facilities use; and currently used by the City for temporary construction site storage of inert materials such as dirt and sand and vehicles used for the City's maintenance and construction projects. Although the vehicles contain fluids such as oil and gas, there are no fuel handling/storage facilities or other hazardous materials stored on site, in accordance with the Watsonville Municipal Airport Master Plan (Watsonville Municipal Airport 2003); and the site is not on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5 a.

The project site is approximately 0.25 mile south of the Airport Boulevard/Freedom Boulevard intersection, which is identified in the City's General Plan as an evacuation route (City of

Watsonville 2005), and is over 2 miles away from fire hazard areas identified in the County's Operational Emergency Management Plan (County of Santa Cruz 2015).

Impact Analysis

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. The project proposes the installation of a new well and pump station piping, treatment system, backup generator, and associated infrastructure including water, sewer, stormwater and telecommunication connections. The new treatment system, used to treat iron and manganese, would be enclosed in a CMU block building with a metal roof or similar structure. The treatment system is a skid-mounted, pre-manufactured, direct filtration which would consist of approximately 16 vertical steel pressure vessels (approximately 10 feet tall and 4 feet wide each), associated piping, valves and automatic controls. Potential hazardous materials used in treatment would be two 150-pound chlorine gas cylinders. Potential hazardous materials used during well disinfection activities, done to prevent bacterial growth, would involve Sodium Hypochlorite (bleach). Other hazardous materials typically used on site would include gas, diesel, and lubricants for equipment.

As described in Section 1.6, Construction and Operation Best Management Practices, the following measures would be implemented to ensure that the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, nor through a reasonably foreseeable upset or accident involving the release of hazardous materials:

- The contractor shall comply with all government laws, rules and regulations concerning the use and storage of hazardous materials and the disposal of hazard waste.
- The pump station design shall include gas sensors connected to an audible alarm and beacon on the building exterior, as well as an emergency shutoff valve system installed on both gas cylinders.
- All hazardous material shall be stored and used in a safe manner and as directed by manufacturer recommendations.
- Any hazardous products, waste or empty containers used or generated shall be properly and legally transported and disposed, and shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The project area is located centrally between four different school sites, all of which are located further than one-quarter mile from the project site. The project area is approximately 0.35 mile from Freedom Elementary School; 0.63 mile from Pacific Coast Charter School; 0.90 mile from Calabasas Elementary School; and 0.90 mile from Rolling Hills Middle School.

d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The project area is not included on a list of hazards material sites compiled pursuant to Government Code, Section 65962.5, and, as a result would not create a significant hazard to the public or environment. Based on the State Water Resources Control Board GeoTracker database and the State Department of Toxic Substances Control Envirostor database, there are no hazardous materials sites on, or within 1,000 feet of the project site (SWRCB 2020; SDTSC 2020).

e. Would the project for a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?

Less Than Significant Impact. The project site is located approximately 100 feet east of the Airport Boulevard/Roache Road intersection, directly across from the Watsonville Municipal Airport, which owns the project site and included it in the Watsonville Municipal Airport Master Plan (AMP) (Watsonville Municipal Airport 2003). Although the AMP is not a land use plan, the City adopted the AMP to "facilitate the orderly, flexible, and environmentally sensitive development of the Watsonville Municipal Airport," similar to a capital improvement program. Exhibit 5 of the AMP shows the project site being designated "Habitat Protection, Open Space" (refer to **Figure 5**). Lands with this designation are intended to be preserved/maintained and set-aside for the preservation of Santa Cruz tarplant and/or used for runway clear space. Biological surveys were conducted in May 2020 to determine the presence of Santa Cruz tarplant within the project area and potential project impacts. As described in Section 2.5.4, Biological Resources, there is no evidence of tar plant at the project site. The project site is located in the "clear zone," and land uses within the "clear zone" are generally limited to low density/intensity uses that involve few people, are noisy, and/or are not sensitive to noise. Prohibited uses include: fuel handling/storage facilities; uses that generate dust/smoke; uses with misleading lights/glare; uses that create electrical interference; uses that attract wildlife; residential uses; and uses that involve assemblages of people. The project would not involve any prohibited uses. With the absence of Santa Cruz tarplant and the well facility not being a prohibited use, the project is not inconsistent with the "Habitat Protection, Open Space" designation found within the AMP.

The project site is located within Safety Compatibility Zone 2 (Inner Approach/Departure Zone), as shown in Exhibit 13 of the AMP. The proposed well drilling, pump station, treatment system and other facilities would not violate the "average gross number of people per acre" limitation(s) within Zone 2. Operation of the well, treatment system and other facilities would be remotely monitored and would not involve more than 10–25 people/gross acre at any time during the construction or operation. Therefore, the project would not be inconsistent with the requirement and limitations for development(s) allowed within Zone 2.

The project site is located outside all areas of the Watsonville Municipal Airport Phasing Program (Table 39 and Exhibit 14) within the AMP. Therefore, implementation of the project would not prohibit or restrict anticipated future phased development of the AMP.

In 2016, the City of Watsonville prepared a Draft Airport Land Use Compatibility Plan (ALUCP) (City of Watsonville 2016), which has not been formally adopted. The purpose of the ALUCP is to promote compatibility between the airport and the surrounding land uses. Much of the ALUCP mimics the goals, policies and regulations found within the AMP. The proposed project is not inconsistent with the AMP and, therefore, is not inconsistent with the draft ALUCP.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The project site is located at the Airport Boulevard/Roache Road intersection, located 0.25 mile south of the Airport Boulevard/Freedom Boulevard intersection, which is identified as an evacuation route for leaving the City in the City's General Plan (City of Watsonville 2005). Airport Boulevard is an arterial roadway that would be used to evacuate the City. Construction activities would require temporary lane closures for approximately one week during pipeline installation, which could slow vehicular travel on Roache Road and possibly Airport Boulevard. As described in Section 1.6, Construction and Operation Best Management Practices under Traffic Control, the following measures would be implemented during construction to ensure emergency access.

- Prior to the start of construction activities that could disrupt traffic, notify adjacent property owners and residents, and emergency personnel of construction time frame and the location of planned lane closures.
- Prior to the start of construction, install signage that includes the dates for construction, contact information for the City liaison to answer project specific questions.
- Ensure that roadways within the project area remain open (i.e., one lane of traffic would be open, although it may have controlled access) to the greatest extent possible, and that lane closures would be safely and effectively managed with appropriate safety flags and signage.
- Ensure that emergency vehicle access is retained at all times.

Once construction is complete, operation of the project facilities would be contained on the project site, and there would be no structure, apparatus, or infrastructure in areas that would restrict or alter emergency response, evacuation or access.

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The project is surrounded by urban development and paved roadways, and is over 2 miles from fire hazard areas identified in the County's Operational Emergency Management Plan (County Santa Cruz 2015). Further, the proposed project would be operated remotely and require little on-site maintenance whereby workers are on site for extended periods of time. Therefore, implementation of the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fire(s).

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	☐	☐	☒	☐
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
iv. Impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Environmental Setting

The project site is located 500 feet northwest of Struve Slough, less than one mile south of Corralitos Creek, and is within the Pajaro Valley Groundwater Basin (PVGB), which extends from the Pacific Ocean to the base of the Gabilan mountain range in southern Santa Cruz County. The PVGB is under the jurisdiction of the Pajaro Valley Water Management Agency's Basin Management Plan Update (Basin Management Plan) that sets out guidelines to optimize and sustain groundwater supplies throughout the basin (Pajaro Valley Water Management Agency 2014).

Impact Analysis

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less Than Significant Impact. The project includes the installation of a new municipal drinking water well that was selected as the ideal well location for groundwater quality and supply according to the Well Siting Report that was prepared for the project area in June, 2018 (Luhdorff & Scalmanini Consulting Engineers 2018). The well is located in the water-bearing geologic units of the Aromas Sands and terrace deposits. The groundwater originating from these geologic units is generally good quality with low levels of total dissolved solids. The project area was tested in accordance with Title 22 drinking water analysis standards for general mineral, physical, drinking water metals and hexavalent chromium. The tested water met all primary and secondary standards for drinking water, apart from elevated levels of manganese.

Water samples collected from three monitoring wells in the project vicinity exceeded the MCL for manganese by two to six times the legal concentration. The elevated levels of manganese in monitoring wells compared to production wells completed in the same geologic formations is not unique to this project. The likely cause of elevated manganese concentrations is due to monitoring well development and limited maximum discharge rates, when compared to production wells, as determined by investigations undertaken to develop design recommendations for the project (Luhdorff & Scalmanini Consulting Engineers 2019). Prior to sampling a monitoring well, less than 1,000 gallons of water is pumped out to clear the well of contaminants, compared to 70,000 gallons pumped out in production wells. Production wells are developed to a much more rigorous standard than monitoring wells, to ensure a higher water volume yield throughout the lifetime of the well. The design report that was prepared for the project (Luhdorff & Scalmanini Consulting Engineers 2019) concluded that the combination of the development techniques that were proposed for the project and the very large discharge volumes that would be utilized within the production wells, would remove residual geologic formation materials that may be causing the elevated manganese concentrations. As described in Section 1.4.3, Treatment System, the manganese treatment system has been included as part of the proposed project in the event the manganese levels are not lowered to the MCL concentrations.

Another potential contaminant identified in the project Well Siting Report (Luhdorff & Scalmanini Consulting Engineers 2018) was hexavalent chromium. The water quality analysis confirmed that no hexavalent chromium existed within the project area.

Based on the results of the Well Siting Report and design recommendations that were developed for the project, the construction and operation of the proposed groundwater well would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or groundwater quality. Additionally, throughout construction activities, erosion and

sedimentation BMPs would be implemented to protect water quality, as described in Section 1.6, Construction and Operation Best Management Practices (e.g., installation of straw waddles around storm drains, replanting bare soils). These BMPs have been developed to minimize the potential for polluted runoff to enter the stormwater drainage system, consistent with the Watsonville Municipal Code, Title 7, Chapter 6, Excavations, Grading, Filling, and Erosion Control. Therefore, this impact would be less than significant.

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant Impact. The project site is located within the PVGB, an area that has groundwater resources that are significantly affected by seawater intrusion and agricultural overdraft. The Basin Management Plan establishes a set of guidelines to increase groundwater quality supply in the PVGB. Although installation of the new municipal groundwater well would result in the extraction of groundwater within the groundwater basin, the amount of groundwater that would be extracted is not at an amount that has been determined to significantly deplete the groundwater basin. The estimated design flowrate of the well is 1,825 gpm, while other production wells that occur within the Aromas Sands typically yield approximately 2,000 gpm. Furthermore, the well would only be utilized as a backup source of water for the City (i.e., system redundancy) and would not be in constant production. Thus, the new well would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management. Further, the project area is located outside of the coastal boundary of the groundwater basin that is affected by seawater intrusion, and therefore would not increase the salinity of the groundwater in the surrounding area.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. The project site is not located near a stream, river, drainage or other watercourse. The existing site is disturbed with compacted dirt, gravel and pavement; and is predominately flat with slopes to landscaped areas along the north, west and south perimeters. The new well facilities would result in 9,550 sf of new impervious surface (**Table 1**) in the southwest portion of the site (**Figure 3**).

Stormwater runoff patterns would be similar to existing conditions, whereby surface flow on site permeates into the unpaved areas and flows to the landscaped areas and storm drain inlet at the corner of Airport Boulevard and Roache Road. The amount of surface runoff on site would increase due to the increase in impervious surface. As described in Section 1.4.4, Other Improvements, the regrading and repaving would route stormwater to the existing drainage ditch and storm drain inlet on the western side of the site (same shoulder area to be improved). Therefore, the project would not result in substantial erosion or siltation or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or off site or create or contribute runoff water that would exceed the capacity of the storm drain system.

During construction, well drilling, excavation, trenching, and grading would result in the temporary alteration of the ground surface that could have a minor effect on surface stormwater drainage patterns. However, most ground disturbing activities would occur during Phase 2, between February 2021 and November 2021, which is predominately outside of the rainy season (October – April), reducing the risk of rain events that could increase stormwater runoff and result in erosion or siltation on- or off-site. Upon completion of construction, all openings would be backfilled and graded to preconstruction conditions.

Further, the Federal Emergency Management Agency (FEMA) National Flood Insurance Rate Map has the project area mapped as Zone X (less than 1 percent chance of annual flood).

The construction of the well facilities would not contribute to additional sources of polluted runoff. Throughout construction activities, erosion and sedimentation BMPs would be implemented to protect water quality, as described in Section 1.6, Construction and Operation Best Management Practices (e.g., installation of straw waddles around storm drains, replanting bare soils). These BMPs have been developed to minimize the potential for polluted runoff to enter the stormwater drainage system, consistent with the Watsonville Municipal Code, Title 7, Chapter 6, Excavations, Grading, Filling, and Erosion Control. After construction, most stormwater would permeate through unpaved surfaces or flow to surrounding landscaped areas which serves as a filter protecting water quality. Therefore, this impact would be less than significant.

iv. Impede or redirect flood flows?

Less Than Significant Impact. Implementation of the project includes the construction of three small aboveground structures (pump station, treatment system, backup generator). These facilities would be located on a slightly elevated site, whereby stormwater would generally be absorbed into the surrounding unpaved surface or flow to adjacent landscaped areas which slope towards the roadway. The project site is not located within a FEMA flood zone or area that receives substantial flood flows and, therefore, would not impede or redirect flood flows.

d. Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less Than Significant Impact. The project area does not support any water bodies within or adjacent to the project area, and has been mapped by the FEMA National Flood Insurance Rate Map (May 2012) as located in Zone X, with a less than 1 percent chance of flood per year. The project area is also located approximately 4 miles inland from the Monterey Bay, and 6 miles from Pajaro Dunes, the closest tsunami inundation area. Because the project would not result in the production of pollutants, and would not result in an increased risk of the project area due to flooding, tsunami or seiche, this impact would be less than significant.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. As discussed above, implementation of the project would be in compliance with the PVGB Management Plan. The project would provide high quality water to the community of Watsonville, without further degrading water quality or supply, which aligns with the charter of the Basin Management Plan. Therefore, there would be no impact.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Environmental Setting

The 2-acre project site is owned by the Watsonville Municipal Airport, which is located on the north side of Airport Boulevard; zoned PF for public facilities use; and currently used by the City for temporary construction site storage. The triangular project site is bound by Airport Boulevard to the north and Roache Road to the south. Surrounding land uses include the airport and industrial land uses to the north and residential land uses to the south and east (**Figure 2**).

Impact Analysis

a. Would the project physically divide an established community?

No Impact. Drilling of the well and construction of the well pump station, treatment system, backup generator and utility connections would be contained within the 2-acre project site currently enclosed by fencing and landscaping. Work outside the fenced area includes underground water pipeline replacement and utility connections, shoulder improvements and sidewalk extension within the Roache Road right-of-way, and landscaping improvements. Implementation of the project would not require subdivision or restrict access to surrounding parcels, and would not physically divide an established community, including the surrounding residential area.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The project, including drilling of public facilities (well installation) is an allowed use within the Transportation, Communications & Utilities land use designation and "PF" zoning designation. As described in Section 2.5.4, Biological Resources, the project site is identified as a Habitat Protection/Open Space area in the Watsonville Airport Land Use Plan (**Figure 5**). The purpose of this designation is to provide area for habitat protection and open space for use as a "clear zone", providing protection of airspace for the runway (Watsonville Municipal Airport 2003); and the project site falls into the latter category as no Santa Cruz tarplant occurs on the project site (JGA 2007). Therefore, the project would not conflict with any land use plan, policy, or regulation adopted for the purpose(s) of avoiding or mitigation an environmental effect.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Environmental Setting

The project area is located within the City of Watsonville Urban Services Boundary, and is highly disturbed in nature. It has also not been identified as an area that contains any known mineral resources that would be of value to the region and the residents of the state (County Santa Cruz 2020).

Impact Analysis

a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The project area has not been identified as an area that contains any known mineral resources that would be of value to the region and the residents of the state (County Santa Cruz 2020). The project would involve installing a water well by drilling approximately 680 feet below ground surface, and open trenching up to 15 feet deep for supporting infrastructure (refer to Sections 1.4.1 and 1.5.2). These ground disturbing activities would be limited to areas where no mineral resources have been identified, and are not likely to occur. Therefore, implementation of the project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The project site land use designation is Transportation, Communications & Utilities and zoning designation is "PF" or Public Facilities, located within the Urban Services Boundary of the City (City of Watsonville 2005). This designation and zone has not been identified as an extractive use zone for mineral resources or quarries, or a mineral rich/dependent area. Therefore, the proposed project would not result in the loss of availability of a locally important mineral resource recovery site delineate on a local general plan, specific plan or other land use plan.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.13 Noise

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Environmental Setting

Some land uses are generally regarded as being more sensitive to noise than others due to the type of population groups or activities involved. Sensitive population groups generally include children and the elderly. Noise sensitive land uses typically include all residential uses (single- and multi-family, mobile homes, dormitories, and similar uses), hospitals, nursing homes, schools, and parks. The nearest sensitive receptors are the residences located along Roache Road, approximately 30 feet south of the proposed pipeline installations in Roache Road, and 100 feet east of the site parcel boundary (**Figure 2**).

The City of Watsonville Noise Ordinance (Section 5-8.01 of the Municipal Code) is the applicable standard for evaluating potential noise impacts of the project. There are no City of Watsonville ordinances that specifically regulate construction or operational noise levels. However, Section 5-8.01 of the Watsonville Municipal Code states that between the hours of 10:00 p.m. and 7:00 a.m., it shall be unlawful for any person on residential property or a public way to make or continue, or cause to be made or continued, any offensive, excessive, unnecessary, or unusually loud noise or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others on residential property or public ways within the City. The ordinance is specifically concerned with the using, operating, or permitting to be played, used, or operated of any radio receiving set, musical instrument, phonograph, stereo, television, or other machine or device for producing or reproducing sound in such a manner as to disturb the peace, quiet, and comfort of neighboring residential inhabitants.

Impact Analysis

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction

Less Than Significant Impact. Construction of the proposed project would generate temporary noise from operation of heavy construction equipment and truck trips. Although construction activities mostly occur during daytime hours and would be temporary (16 total months), noise may be audible to nearby sensitive receptors. Additionally, approximately 10 days of nighttime construction may be required during well installation.

Reference noise levels for construction equipment anticipated to be required for the project are listed in **Table 3**. Noise levels are measured at 50 feet, and typically attenuate 6 dB for each doubling of distance. Based on the activities proposed for the project, the equipment with the loudest operating noise level that would be used often during activity would be pavement saw cutters, which would produce noise levels of 90 dBA at a distance of 50 feet, followed by rollers and excavators, which would produce noise levels of 85 dBA at 50 feet. The nearest sensitive receptors to the project construction area are residences located approximately 30 feet from pipeline installation on Roache Road. At that distance, noise levels from individual pieces of equipment may reach approximately 95 dBA.

The nearest residences to well installation activities are located approximately 100 south of the well installation area, where nighttime construction would be required. The noisiest pieces of equipment anticipated for Phase 1 are trucks, which would generate noise levels of approximately 84 dBA at 50 feet. At 100 feet, noise levels would be reduced to approximately 78 dBA.

Therefore, construction noise would have the potential to result in noise levels that would disturb nearby receptors, especially during nighttime construction. However, as described in the Project Description, construction would include the use of temporary sound barriers or walls. The length of the sound attenuation structure would be approximately 100 linear feet, and the height would be a minimum of 16 feet. A barrier height of 16 feet would provide approximately 13 dBA of noise attenuation (Harris 1979), although additional reduction may be achieved depending on selected material.

Noise generated during project construction would potentially increase the ambient noise levels in adjacent areas. However, construction would be temporary, the type of equipment in operation and location would vary, and a noise barrier would be implemented to minimize noise exposure. Therefore, although operation of construction equipment would be audible to nearby receptors, it would not be excessive, unnecessary, or unusually loud.

Following construction, the well pump station, generator, and treatment system would be located within CMU block buildings or similar structure that would enclose equipment and attenuate equipment noise. Operation of the proposed project is not anticipated to generate more than a nominal increase in vehicle trips for maintenance activities. Operation of the proposed project would not result in a permanent increase in ambient vehicle noise levels. Therefore, operational noise impacts of the proposed project would not be excessive, unnecessary, or unusually loud.

Table 3. Typical Noise Levels for Common Construction Equipment (at 50 feet)

Equipment	Lmax (dBA)
Air Compressor	80
Backhoe	80
Compactor	82
Concrete Pump	82
Concrete Saw	90
Excavator	85
Generator	82
Loader	80
Pick-up Truck	55
Roller	85
Truck	84

Source: FTA 2018.

b. Would the project result in the generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant with Mitigation Incorporated. The use of construction and grading equipment would potentially generate periodic vibration in the project area. The equipment required for the project with the potential to generate the highest level of vibration during any phase is a vibratory roller, which typically generates vibration levels of 0.21 peak particle velocity (PPV) at 25 feet (FTA 2018). At 30 feet, the location of the nearest residences, vibration would be reduced to 0.16 PPV, which is below the Federal Transit Administration potential damage criteria of 0.2 PPV for non-engineered timber and masonry buildings (FTA 2018). Therefore, normal construction would not result in excessive groundborne vibration.

Approximately 10 days of nighttime construction would be required for well installation, which would have the additional potential to result in sleep disturbance. A vibration velocity level of 65 vibration decibel (VdB) would have the potential to disturb sleep (FTA 2018). The equipment required for well installation with the potential to generate the highest level of vibration is a drill rig, which typically generates vibration levels of 0.089 PPV at 25 feet, which is equivalent to a vibration velocity level of 87 VdB (FTA 2018). At 100 feet, the distance to the nearest residence from well installation, vibration would be reduced to 69 VdB. Vibration would be reduced to below 65 VdB

beyond 135 feet of equipment operation. Therefore, vibration would have the potential to result in the generation of vibration during nighttime hours that would be considered a significant nuisance.

This impact would be potentially significant. Due to the short extent of nighttime construction (approximately 10 days), vibration impacts from nighttime well installation would be less than significant impact with implementation of Mitigation Measure NOI-1, Vibration Best Management Practices.

c. Would the project, for a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact. The project is located adjacent to Watsonville Municipal Airport. However, the project proposes potable water, sewer, storm drain and telecommunications infrastructure that would not be sensitive to flight noise. Thus, the project would not expose people residing or working in the project area to excessive aircraft or other noise. Further, although the project would include new structures for equipment, structures would be one-story in height and would not impact air traffic patterns.

Mitigation Measures

The following mitigation is required as part of the project to ensure that potential vibration impacts during nighttime construction are mitigated to levels that are less than significant.

NOI-1: Vibration Best Management Practices. Prior to the commencement of nighttime construction activities within 135 feet of a residence, the construction contractor shall provide written notification to receptors within 135 feet of construction activities at least 2 weeks prior to the start of any nighttime construction activities. The notice shall include the estimated start date and duration of evening and nighttime (7:00 p.m. to 7:00 a.m.) construction activities. Additionally, the construction contractor shall be required to implement best management practices (BMPs) to minimize vibration during evening and nighttime hours, and the BMPs shall be included in project construction documents. The vibration BMPs shall include, but are not limited to:

- Limit use of most vibration-intense equipment (drill rig, trucks) to daytime hours to the extent possible;
- Use only properly maintained equipment with vibratory isolators;
- Operate equipment as far from sensitive receptors as possible; and
- Use rubber-tired vehicles as opposed to tracked vehicles.

2.5.14 Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Environmental Setting

The City of Watsonville has an estimated population of 54,353 and mix of housing that includes single family, multi-family, senior, and rural residential (www.cityofwatsonville.org). The residences south and east of the project site are predominately small family homes.

Impact Analysis

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. The proposed project is a new municipal water well and associated infrastructure, not a residential or commercial development. The purpose of the project is to provide system redundancy in case an existing water well is inoperable, not to provide additional water supply to accommodate new population or housing growth. The City currently relies on several groundwater well pump stations, located throughout the City, for it potable water supply. Much of the existing infrastructure and many of the existing wells are in excess of 50+ years in age and are nearing the end of their functional life span. Implementation of the proposed project would provide up to 1,825 gpm of potable water toward the City's goal of adequate system redundancy in the event one or more existing groundwater pump stations fail or need to be taken offline. Additionally, the implementation of the project would involve the replacement of an existing 6-inch diameter cast-iron pipe water main with a new 8-inch diameter ductile iron water main, extending from Roache Road/Airport Boulevard intersection eastward approximately 600 feet. The replacement main is needed because the existing cast-iron main is old, decaying and beyond its service life and to accommodate increased flow, if/when the new well is employed when another well is not adequately operating or needs to be taken offline permanently. As such the project would not induce substantial unplanned population growth in an area, either directly or indirectly.

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The project area is an existing "PF" or "public facilities" zoned parcel, owned by the City (Airport District) and actively used by the City for temporary construction site storage. All project activities would occur on site and would not require the temporary or permanent displacement of people or housing, nor would the project necessitate the construction of replacement housing elsewhere.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.15 Public Services

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

Environmental Setting

Police and Fire. Police protection services are provided by the City of Watsonville Police Department, who generally serve from mobile patrol vehicles; and fire protection services are provided by the City of Watsonville Fire Department. The closest fire station is Station 2, located at 370 Airport Blvd, approximately 0.3 mile southwest of the project site.

Schools. The Pajaro Valley Unified School District serves the City of Watsonville. The project site is located centrally between four different school sites, including 0.35 mile from Freedom Elementary School, 0.63 mile from Pacific Coast Charter School, 0.90 mile from Calabasas Elementary School, and 0.90 mile from Rolling Hills Middle School

Parks. Park services in the project area are provided by the City of Watsonville Parks Department. There are no neighborhood, regional parks or other recreational facilities within a quarter mile of the project site. The nearest park-type facilities are associated with the schools listed above.

Impact Analysis

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire Protection, Police Protection, Schools, Park, or other public facilities?:

No Impact. The proposed project is construction of a municipal water well and associated facilities on a site zoned for public facilities and currently by the City for temporary construction site storage. The project does not include the provision of new or physically altered governmental facilities, nor housing or other population generating uses that would result in the need for new or physically altered facilities in order to maintain acceptable service rations, response times or other performance objectives for any public services, including fire protection, police protection, schools, parks, or other public facilities. Project construction would not displace or remove any existing school, park or other public facilities. The project site is part of the normal service area for police and fire protection, and the proposed use (new municipal well and associated facilities) would not increase the need for these services.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.16 Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

There are no neighborhood and regional parks or other recreational facilities within a quarter mile of the project site. As described in Section 2.5.15, Public Services, the nearest recreation facilities are associated with the nearby schools located 0.35–0.90 mile from the site. Impact Analysis

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The proposed project is a new municipal water well and associated facilities on a publicly owned site, which is zoned for public facilities and is currently used by the City for temporary construction site storage. Implementation of the project would not increase the use of existing neighborhood and regional parks or other recreational facilities nor does the project include recreational facilities or necessitate the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. Further, the project would not cause substantial physical deterioration of surrounding recreational facilities, nor accelerate deterioration of recreational facilities.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.17 Transportation

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☒	☐

Environmental Setting

The project site is located at the corner of Airport Boulevard, which is a 4-lane major arterial roadway with sidewalks and bicycle lanes, and Roache Road, which is a local neighborhood street without sidewalks and bicycle lanes. The project site is currently used by the City for temporary construction site storage, so City vehicles, trucks and heavy equipment periodically travel to the site using Airport Boulevard and Roache Road. The level of service on both roadways is acceptable, based on the traffic study prepared as part of the draft General Plan Update (City of Watsonville 2012) and free flowing conditions observed at various times of the day in 2020. The current General Plan (City of Watsonville 2005) and the draft General Plan Update both include a Transportation and Circulation chapter with guiding principles and performance goals.

Impact Analysis

a. Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

No Impact. The proposed project is installation of a new municipal water supply well and associated infrastructure for system redundancy. There would be no conflict with the City's General Plan principles and policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities.

b. Would the project or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less Than Significant Impact. In response to the passage of Senate Bill 743 in 2013 and other climate change strategies, the Governor's Office of Planning and Research amended the CEQA Guidelines to replace Level of Service (LOS) with vehicle miles traveled (VMT) as the measurement for traffic impacts. The "Technical Advisory on Evaluating Transportation Impacts

in CEQA," prepared by the Governor's Office of Planning and Research (2018) provided recommended thresholds and methodologies for assessing impacts of new developments on VMT. Tying significant thresholds to the State's GHG reduction goals, the guidance recommends a threshold reduction of 15 percent under current average VMT levels for residential projects (per capita) and office projects (per employee), and tour-based reduction from current trips for retail projects. Based on the latest estimates compiled from the Highway Performance Monitoring System, the average daily VMT in Santa Cruz County is 18.3 miles per capita (DOF 2018; Caltrans 2018). The guidelines also recommend a screening threshold for residential and office projects – trip generation under 110 trips per day is generally considered a less than significant impact.

During project construction, there would be an estimated 16 haul trips/day and 25 worker trips/day (41 trips/day total) during Phase 1 and an estimated 94 hauling trips/day and 23 workers trips/day (117 trips/day total) during Phase 2. Additionally, the estimated worker trip length is 12.3 miles (7.3 miles for vendors and 20 miles for haul trips). Although the Phase 2 daily trips/day is 117/trips/day, which is above the 110 trips/day threshold, the overall project average trips/day (Phase 1 and 2 combined) is 79 trips/day, and the estimated worker trip length of 12.3 is below the average daily VMT in Santa Cruz County (18.3).

Once constructed and operating, the well would be monitored remotely with only periodic maintenance visits to the site by City personnel. Because the purpose of the project is to provide system redundancy and not to provide additional water supply, the project would not result in secondary growth inducing impacts (from residential or commercial construction and increased vehicle trips) which would require the expansion or improvement of roadway related infrastructure. Therefore, the project would not conflict with or be inconsistent with CEQA Guidelines, Section 15064.3(b)(1), applicable to land use projects.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The proposed project includes minor shoulder improvements along Roache Road but no new roadway or travel features, thus there would be no increase in hazards due to a geometric design feature (e.g., sharp curve or dangerous intersections). The new well and periodic visits to the site by maintenance personnel is compatible with the existing use of the project site by the City for temporary construction site storage, thus there would be no increase in hazards due to incompatible uses.

d. Would the project result in inadequate emergency access?

Less Than Significant Impact. Construction activities would require temporary lane closures for approximately one week during pipeline installation, which could slow vehicular travel on Roache Road and possibly Airport Boulevard. As described in Section 1.6, Construction and Operation

Best Management Practices under Traffic Control, the following measures would be implemented to ensure emergency access.

- Prior to the start of construction activities that have the potential to disrupt traffic, notify adjacent property owners and businesses, and emergency personnel of construction time frame and the location of any planned lane closures.
- Prior to the start of construction, install signage that includes the dates of construction, contact information for the City liaison to answer project specific questions.
- Ensure that roadways with the project area remain open (i.e., one lane of traffic would be open, although it may have controlled access) to the greatest extent possible, and that lane closures (if required) would be safely and effectively managed with appropriate safety flags and signage.
- Ensure that emergency vehicle access is retained on all roadways at all times.

Once construction is complete, operation of the project facilities would be contained on the project site, and there would be no project facilities or substantial increase in traffic that would result in inadequate emergency access.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☒	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☐	☒	☐

Environmental Setting

Native American populations living in the project area at the time of European contact are attributed to the Ohlone, who occupied lands from the Monterey peninsula inland to San Juan Bautista and north to Santa Cruz and beyond. Further south in the Carmel River Valley were the Esselen. It is likely that the two groups interacted, and that socio-political boundaries may have shifted at different points in history (Albion 2020).

Section 21080.3.1(b) of the California Public Resources Code (AB 52) requires a lead agency formally notify a California Native American tribe that is traditionally and culturally affiliated within the geographic area of the discretionary project when formally requested. As of this writing, no California Native American tribes traditionally and culturally affiliated with the Santa Cruz County region have formally requested a consultation with the City of Watsonville (CEQA Lead Agency) regarding tribal cultural resources.

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant Impact. As described above in Section 2.5.5, Cultural Resources, and the Phase I Archaeological Investigations (Albion 2020), the potential for buried archaeological deposits and historical resources in the Project APE is very low given the lack of substantial human occupation visible in historic imagery from the nineteenth and early twentieth centuries, heavy disturbance by modern development, the lack of previously recorded cultural resources within the APE, and the lack of archaeological deposits previously identified within a quarter-mile radius. The results of Albion's pedestrian survey turned up no evidence of precontact Native American or historic period cultural resources within the Project APE. Further, no California Native American tribes traditionally and culturally affiliated with the Santa Cruz County region have formally requested a consultation with the City of Watsonville (CEQA Lead Agency) regarding tribal cultural resources.

Potential impacts associated with the disturbance of Native American remains during ground disturbing construction activities is addressed under the discussion for "c" in Section 2.5.5, Cultural Resources.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Environmental Setting

The City of Watsonville provides utilities and systems that serve the project site and surrounding area for water, wastewater, storm drainage, and solid waste. The City Wastewater Division operates the Watsonville Wastewater Treatment Facility, which processes an average of 6.7 million gallons of wastewater every day. Residential solid waste is accommodated at the City landfill, which will reach capacity by the end of 2020, and all other solid waste, including construction and debris, is transported to the Monterey Regional Waste Management District landfill in Marina (Banderas pers. comm. 2020). As described in Section 2.5.6, Energy, electricity and natural gas service is provided by PG&E and MBCP. Telecommunication service is provided by AT&T, as well as other providers.

Impact Analysis

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. The purpose of the project (drilling of a new water well) is to provide system redundancy, not to provide additional water supply, and ensure the City has sufficient water supplies during normal, dry and multiple dry years.

The City currently relies on several groundwater well pump stations, located throughout the City, for it potable water supply. Much of the existing infrastructure and many of the existing wells are in excess of 50+ years in age, and are nearing the end of their functional life span. Implementation of the proposed project would provide up to 1,825 gpm of potable water toward the City's goal of adequate system redundancy in the event one or more existing groundwater pump stations fail or need to be taken offline. Additionally, the implementation of the project would involve the replacement of an existing 6-inch diameter cast-iron pipe water main, with a new 8-inch diameter ductile iron water main, extending from Roache Road/Airport Boulevard intersection eastward approximately 600 feet. The existing cast-iron main is old, decaying and beyond it service life, and to accommodate increased flow, if/when the new well is employed when another well is not adequately operating or needs to be taken offline permanently. Additionally, project implementation includes connections to the existing sewer and storm drain system, but no expansion to these facilities, and the installation of approximately 600 feet of fiber optic conduit, which would be used for communication and remote facility operation and monitoring (alarms and controls). As described in other sections above, these utility connections and replacement of the water pipeline in Roache Road would have temporary construction impacts determined less than significant.

The provision of system redundancy, ensuring that the City maintains the ability to continue service to municipal customers when older wells go offline, would not be considered "new or expansion of" water service, which would result in any growth inducing impacts. Therefore, implementation of the project would not result in the relocation or reconstruction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities that would cause significant environmental effects.

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less Than Significant Impact. The project includes connections to the existing sewer system so wastewater from well installation and maintenance can be treated, rather than entering the storm drain system. There is adequate sanitary sewer capacity to serve the amount of backwash water from the pump and treatment facilities.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less Than Significant Impact. The project would result in a minor amount of construction-related solid waste, including debris associated with minor land clearing required to install the well facilities, utility connections, and landscape improvements. The solid waste would be transported to the Monterey Regional Waste Management District landfill, which has adequate capacity and accommodates construction and demolition debris (Banderas pers. comm. 2020). Thus, the project would adhere to the City's Construction Waste Management Plan to meet the City and California Green Business Code requirements to recycle at least 65 percent of materials generated at construction and demolition projects.. Once constructed, the project would not generate solid waste.

Therefore, the project would not generate solid waste in excess of State or location standards, or in excess of the capacity of local infrastructure, or impair the attainment of solid waste reduction goals. The project would not be inconsistent with federal, state, or local management and/or reduction statutes and regulations related to solid waste.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Environmental Setting

The project area is surrounded by urban development and paved roadways, and is over 2 miles from fire hazard areas identified by the County's Operational Emergency Management Plan (County of Santa Cruz 2015). Within the project area, the land is largely paved, or expansive areas of open dirt that is sparsely vegetated, supporting maintenance debris and equipment.

Impact Analysis

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The project area is located at the Airport Boulevard/Roache Road intersection, located 0.25 mile south of the Airport Boulevard/Freedom Boulevard intersection, which is identified as an evacuation route for leaving the City in the City's General Plan (City of Watsonville 2005). Airport Boulevard is a primary road or arterial that would be used to evacuate the City. Construction activities would require temporary single-lane closures for approximately one week during pipeline installation, which could slow vehicular travel on Roache Road and possibly Airport Boulevard. As described in Section 1.6, Construction and Operation Best Management Practices under Traffic Control, the following measures would be implemented during construction to ensure emergency access.

- Prior to the start of construction activities that could disrupt traffic, notify adjacent property owners and residents, and emergency personnel of construction time frame and the location of planned lane closures.
- Prior to the start of construction, install signage that includes the dates for construction, contact information for the City liaison to answer project specific questions.
- Ensure that roadways within the project area remain open (i.e., one lane of traffic would be open, although it may have controlled access) to the greatest extent possible, and that lane closures would be safely and effectively managed with appropriate safety flags and signage.
- Ensure that emergency vehicle access is retained at all times.

Once construction is complete, operation of the project facilities would be contained within the project area, and there would be no structure, apparatus, or infrastructure in areas that would restrict or alter emergency response, evacuation or access. Therefore, the project would not substantially impair an adopted emergency response plan or emergency evacuation plan.

b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less Than Significant Impact. The project area is not located in a State Responsibility Area, a Very High Fire Hazard Severity Zone, or a County-mapped Critical Fire Hazard Area, and is relatively flat in nature (slope grade less than 15 percent) (County of Santa Cruz 2020). Furthermore, the project has been designed to comply with all fire safety code requirements to avoid any potential wildfire risks associated with the construction process.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less Than Significant Impact. Implementation of the project would not require the installation or maintenance of wildfire infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that would exacerbate the fire risk or impact the environment. Following the construction activities related to the installation of groundwater wells and associated infrastructure, the project area would be returned to near pre-project conditions. Therefore, implementation of the project would not result in additional project elements that would exacerbate wildfire risks.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less Than Significant Impact. The project area is not located within a State Responsibility Areas, a Very High Fire Hazard Severity Zone, or a County-mapped Critical Fire Hazard Area (County Santa Cruz 2020). Downslope and downstream impacts associated with wildfires are unlikely to result from the project, as the project area is relatively flat in nature and does not support water bodies within or immediately adjacent to the project area. Regardless, the project design would incorporate all applicable fire safety code requirements and includes fire protection devices as required by the local fire agency.

Mitigation Measures

None. The analysis completed for this section indicates that no significant impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

2.5.21 Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; Sundstrom v. County of Mendocino,(1988) 202 Cal.App.3d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal.App.3d 1337; Eureka Citizens for Responsible Govt. v. City of Eureka (2007) 147 Cal.App.4th 357; Protect the Historic Amador Waterways v. Amador Water Agency (2004) 116 Cal.App.4th at 1109; San Franciscans Upholding the Downtown Plan v. City and County of San Francisco (2002) 102 Cal.App.4th 656.

Impact Analysis

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact. As described in Sections 2.5.4, Biological Resources, and 2.5.5, Cultural Resources, the project would not substantially reduce habitat or otherwise have adverse effects on fish, wildlife or plants or eliminate important examples of California history or prehistory.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant Impact. The purpose of the project is to provide system redundancy to ensure the City has a potable water supply in the event one of the other water supply wells fails. Accordingly, the project would not exacerbate or result in a considerable contribution to a potentially significant hydrology and water supply impact. As described in Sections 2.5.5, Cultural Resources, and 2.5.13, Noise, the only potential impacts requiring mitigation to ensure a less than significant impact are construction related vibration impacts and the remote possibility of discovering buried human remains. These potential temporary impacts would be reduced to a less than significant level with mitigation and therefore would not result in a considerable contribution to other construction-related potentially significant impacts associated with other projects in the neighborhood or City.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact. The only potentially adverse effects on human beings would be the approximately 10 days of nighttime construction that would be required for well installation, which would have the additional potential to result in sleep disturbance, as described in Section 2.5.13. With implementation of Mitigation Measure NOI-1, Vibration Best Management Practices, and the temporary nature and relatively short duration, the impact is not considered to be a substantial adverse effect on human beings.

Mitigation Measures

The following mitigation is required as part of the project to ensure that potential cultural resources and vibration impacts are mitigated to levels that are less than significant:

- CR-1: Stop Work in the Event of Unexpected Occurrence of Human Remains during Construction
- NOI-1: Vibration Best Management Practices

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Section 3 List of Preparers

3.1 Lead Agency

City of Watsonville
250 Main Street
Watsonville, California 95076
Beau Kayser, Water Operations Division

3.2 Consultants

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Kate Giberson, Project Director/Manager

David J. R. Mack, AICP, Senior Environmental Analyst

Sharon Toland – Air Quality, Greenhouse Gas, Noise

Shannon Bane – Biological Resources

Wendy Young – Geology and Soils, Hydrology and Water Quality

Sarah Faraola – Environmental Analyst

Albion Environmental – Cultural Resources
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Santa Cruz, California 95062

Douglas Ross, Senior Archaeologist

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Appendix A. Air Quality Model Outputs

- Estimated Construction and Operational Emissions, Winter
- Estimated Construction and Operational Emissions, Annual

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Roache Road Well Project

North Central Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Unrefrigerated Warehouse-No Rail	0.02	1000sqft	1.00	16.00	0
Unrefrigerated Warehouse-No Rail	1.50	1000sqft	1.00	1,500.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.8	**Precipitation Freq (Days)**	53
Climate Zone	5			**Operational Year**	2022
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Adjusted to 2 acre lot

Construction Phase - Schedule provided by Watsonville. Same fleet for entire phase. One phase assumed

Off-road Equipment - Fleet provided by Watsonville. Reduced hours because not all would be required each day or at once. Small work area

Off-road Equipment - Fleet provided by Watsonville. Reduced hours because not all would be required each day or at once. Small work area

Grading - Reduced disturbace area acording to info needs

Trips and VMT - Added vendor trip based on CalEEMod estimate.

Construction Off-road Equipment Mitigation -

Roache Road Well Project - North Central Coast Air Basin, Winter

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	4.00	133.00
tblConstructionPhase	NumDays	4.00	221.00
tblConstructionPhase	PhaseEndDate	8/6/2020	2/3/2021
tblConstructionPhase	PhaseEndDate	8/12/2020	12/9/2021
tblConstructionPhase	PhaseStartDate	8/7/2020	2/4/2021
tblGrading	AcresOfGrading	0.00	0.01
tblGrading	AcresOfGrading	0.00	0.83
tblGrading	MaterialExported	0.00	77.00
tblGrading	MaterialExported	0.00	450.00
tblGrading	MaterialImported	0.00	48.00
tblGrading	MaterialImported	0.00	300.00
tblLandUse	LotAcreage	0.00	1.00
tblLandUse	LotAcreage	0.03	1.00
tblOffRoadEquipment	OffRoadEquipmentType		Bore/Drill Rigs
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Plate Compactors
tblOffRoadEquipment	OffRoadEquipmentType		Welders
tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Sweepers/Scrubbers
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentType		Cranes
tblOffRoadEquipment	OffRoadEquipmentType		Concrete/Industrial Saws
tblOffRoadEquipment	OffRoadEquipmentType		Rollers

tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	7.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	7.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	1.8747	15.7526	13.7822	0.0339	0.2433	0.7056	0.9489	0.0647	0.6776	0.7423	0.0000	3,233.7610	3,233.7610	0.6944	0.0000	3,251.1216
2021	1.7032	13.8085	13.4100	0.0338	0.2502	0.6713	0.9052	0.0664	0.6317	0.6932	0.0000	3,227.2706	3,227.2706	0.6869	0.0000	3,244.4441
Maximum	**1.8747**	**15.7526**	**13.7822**	**0.0339**	**0.2502**	**0.7056**	**0.9489**	**0.0664**	**0.6776**	**0.7423**	**0.0000**	**3,233.7610**	**3,233.7610**	**0.6944**	**0.0000**	**3,251.1216**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	1.8747	15.7526	13.7822	0.0339	0.2432	0.7056	0.9488	0.0647	0.6776	0.7423	0.0000	3,233.7610	3,233.7610	0.6944	0.0000	3,251.1216
2021	1.7032	13.8085	13.4100	0.0338	0.2501	0.6713	0.9027	0.0663	0.6317	0.6929	0.0000	3,227.2706	3,227.2706	0.6869	0.0000	3,244.4441
Maximum	**1.8747**	**15.7526**	**13.7822**	**0.0339**	**0.2501**	**0.7056**	**0.9488**	**0.0663**	**0.6776**	**0.7423**	**0.0000**	**3,233.7610**	**3,233.7610**	**0.6944**	**0.0000**	**3,251.1216**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.05**	**0.00**	**0.14**	**0.03**	**0.00**	**0.02**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0382	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004
Energy	6.0000e-005	5.7000e-004	4.8000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6792	0.6792	1.0000e-005	1.0000e-005	0.6832
Mobile	5.6200e-003	0.0306	0.0700	2.0000e-004	0.0159	2.0000e-004	0.0161	4.2400e-003	1.9000e-004	4.4400e-003		20.2827	20.2827	1.0800e-003		20.3098
Total	**0.0439**	**0.0312**	**0.0707**	**2.0000e-004**	**0.0159**	**2.4000e-004**	**0.0161**	**4.2400e-003**	**2.3000e-004**	**4.4800e-003**		**20.9623**	**20.9623**	**1.0900e-003**	**1.0000e-005**	**20.9934**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0382	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004
Energy	6.0000e-005	5.7000e-004	4.8000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6792	0.6792	1.0000e-005	1.0000e-005	0.6832
Mobile	5.6200e-003	0.0306	0.0700	2.0000e-004	0.0159	2.0000e-004	0.0161	4.2400e-003	1.9000e-004	4.4400e-003		20.2827	20.2827	1.0800e-003		20.3098
Total	**0.0439**	**0.0312**	**0.0707**	**2.0000e-004**	**0.0159**	**2.4000e-004**	**0.0161**	**4.2400e-003**	**2.3000e-004**	**4.4800e-003**		**20.9623**	**20.9623**	**1.0900e-003**	**1.0000e-005**	**20.9934**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Phase 1	Grading	8/3/2020	2/3/2021	5	133	
2	Phase 2	Grading	2/4/2021	12/9/2021	5	221	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Roache Road Well Project - North Central Coast Air Basin, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Phase 2	Graders	0	4.00	187	0.41
Phase 2	Rubber Tired Dozers	0	4.00	247	0.40
Phase 2	Tractors/Loaders/Backhoes	2	4.00	97	0.37
Phase 1	Bore/Drill Rigs	1	4.00	221	0.50
Phase 1	Signal Boards	1	4.00	6	0.82
Phase 1	Generator Sets	2	4.00	84	0.74
Phase 1	Plate Compactors	1	4.00	8	0.43
Phase 1	Welders	1	4.00	46	0.45
Phase 1	Pumps	1	4.00	84	0.74
Phase 1	Off-Highway Trucks	2	4.00	402	0.38
Phase 1	Rubber Tired Dozers	0	4.00	247	0.40
Phase 2	Excavators	1	4.00	158	0.38
Phase 2	Sweepers/Scrubbers	1	4.00	64	0.46
Phase 1	Tractors/Loaders/Backhoes	1	4.00	97	0.37
Phase 2	Off-Highway Trucks	1	4.00	402	0.38
Phase 2	Cranes	1	4.00	231	0.29
Phase 1	Graders	0	4.00	187	0.41
Phase 2	Concrete/Industrial Saws	1	4.00	81	0.73
Phase 2	Rollers	1	4.00	80	0.38
Phase 2	Pumps	1	4.00	84	0.74

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Phase 2	9	23.00	1.00	94.00	12.30	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 1	10	25.00	1.00	16.00	12.30	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Phase 1 - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3000e-004	0.0000	2.3000e-004	3.0000e-005	0.0000	3.0000e-005			0.0000			0.0000
Off-Road	1.7370	15.4706	12.7164	0.0312		0.7028	0.7028		0.6750	0.6750		2,964.0969	2,964.0969	0.6827		2,981.1643
Total	**1.7370**	**15.4706**	**12.7164**	**0.0312**	**2.3000e-004**	**0.7028**	**0.7031**	**3.0000e-005**	**0.6750**	**0.6750**		**2,964.0969**	**2,964.0969**	**0.6827**		**2,981.1643**

3.2 Phase 1 - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	1.0200e-003	0.0353	6.6000e-003	1.0000e-004	2.4500e-003	1.4000e-004	2.5900e-003	6.6000e-004	1.3000e-004	8.0000e-004		10.1337	10.1337	4.3000e-004		10.1446
Vendor	4.6700e-003	0.1247	0.0346	2.8000e-004	6.7700e-003	7.1000e-004	7.4800e-003	1.9500e-003	6.8000e-004	2.6300e-003		29.5633	29.5633	1.7200e-003		29.6064
Worker	0.1320	0.1220	1.0246	2.3100e-003	0.2339	1.9200e-003	0.2358	0.0620	1.7700e-003	0.0638		229.9672	229.9672	9.5700e-003		230.2064
Total	**0.1377**	**0.2820**	**1.0658**	**2.6900e-003**	**0.2431**	**2.7700e-003**	**0.2459**	**0.0646**	**2.5800e-003**	**0.0672**		**269.6642**	**269.6642**	**0.0117**		**269.9573**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.0000e-004	0.0000	1.0000e-004	1.0000e-005	0.0000	1.0000e-005			0.0000			0.0000
Off-Road	1.7370	15.4706	12.7164	0.0312		0.7028	0.7028		0.6750	0.6750	0.0000	2,964.0969	2,964.0969	0.6827		2,981.1643
Total	**1.7370**	**15.4706**	**12.7164**	**0.0312**	**1.0000e-004**	**0.7028**	**0.7029**	**1.0000e-005**	**0.6750**	**0.6750**	**0.0000**	**2,964.0969**	**2,964.0969**	**0.6827**		**2,981.1643**

3.2 Phase 1 - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	1.0200e-003	0.0353	6.6000e-003	1.0000e-004	2.4500e-003	1.4000e-004	2.5900e-003	6.6000e-004	1.3000e-004	8.0000e-004		10.1337	10.1337	4.3000e-004		10.1446
Vendor	4.6700e-003	0.1247	0.0346	2.8000e-004	6.7700e-003	7.1000e-004	7.4800e-003	1.9500e-003	6.8000e-004	2.6300e-003		29.5633	29.5633	1.7200e-003		29.6064
Worker	0.1320	0.1220	1.0246	2.3100e-003	0.2339	1.9200e-003	0.2358	0.0620	1.7700e-003	0.0638		229.9672	229.9672	9.5700e-003		230.2064
Total	**0.1377**	**0.2820**	**1.0658**	**2.6900e-003**	**0.2431**	**2.7700e-003**	**0.2459**	**0.0646**	**2.5800e-003**	**0.0672**		**269.6642**	**269.6642**	**0.0117**		**269.9573**

3.2 Phase 1 - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3000e-004	0.0000	2.3000e-004	3.0000e-005	0.0000	3.0000e-005			0.0000			0.0000
Off-Road	1.5763	13.5536	12.4416	0.0312		0.6002	0.6002		0.5766	0.5766		2,965.1920	2,965.1920	0.6763		2,982.0993
Total	**1.5763**	**13.5536**	**12.4416**	**0.0312**	**2.3000e-004**	**0.6002**	**0.6005**	**3.0000e-005**	**0.5766**	**0.5767**		**2,965.1920**	**2,965.1920**	**0.6763**		**2,982.0993**

3.2 Phase 1 - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.5000e-004	0.0323	6.2600e-003	9.0000e-005	9.3300e-003	1.2000e-004	9.4500e-003	2.3500e-003	1.2000e-004	2.4700e-003		10.0106	10.0106	4.3000e-004		10.0214
Vendor	3.8400e-003	0.1136	0.0301	2.8000e-004	6.7700e-003	3.6000e-004	7.1300e-003	1.9500e-003	3.4000e-004	2.2900e-003		29.3041	29.3041	1.6700e-003		29.3459
Worker	0.1222	0.1090	0.9319	2.2400e-003	0.2339	1.8600e-003	0.2357	0.0620	1.7200e-003	0.0638		222.7640	222.7640	8.5500e-003		222.9776
Total	**0.1269**	**0.2549**	**0.9683**	**2.6100e-003**	**0.2500**	**2.3400e-003**	**0.2523**	**0.0663**	**2.1800e-003**	**0.0685**		**262.0787**	**262.0787**	**0.0107**		**262.3448**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.0000e-004	0.0000	1.0000e-004	1.0000e-005	0.0000	1.0000e-005			0.0000			0.0000
Off-Road	1.5763	13.5536	12.4416	0.0312		0.6002	0.6002		0.5766	0.5766	0.0000	2,965.1920	2,965.1920	0.6763		2,982.0993
Total	**1.5763**	**13.5536**	**12.4416**	**0.0312**	**1.0000e-004**	**0.6002**	**0.6003**	**1.0000e-005**	**0.5766**	**0.5767**	**0.0000**	**2,965.1920**	**2,965.1920**	**0.6763**		**2,982.0993**

3.2 Phase 1 - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.5000e-004	0.0323	6.2600e-003	9.0000e-005	9.3300e-003	1.2000e-004	9.4500e-003	2.3500e-003	1.2000e-004	2.4700e-003		10.0106	10.0106	4.3000e-004		10.0214
Vendor	3.8400e-003	0.1136	0.0301	2.8000e-004	6.7700e-003	3.6000e-004	7.1300e-003	1.9500e-003	3.4000e-004	2.2900e-003		29.3041	29.3041	1.6700e-003		29.3459
Worker	0.1222	0.1090	0.9319	2.2400e-003	0.2339	1.8600e-003	0.2357	0.0620	1.7200e-003	0.0638		222.7640	222.7640	8.5500e-003		222.9776
Total	**0.1269**	**0.2549**	**0.9683**	**2.6100e-003**	**0.2500**	**2.3400e-003**	**0.2523**	**0.0663**	**2.1800e-003**	**0.0685**		**262.0787**	**262.0787**	**0.0107**		**262.3448**

3.3 Phase 2 - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.5100e-003	0.0000	4.5100e-003	5.1000e-004	0.0000	5.1000e-004			0.0000			0.0000
Off-Road	1.4029	13.1435	12.3128	0.0242		0.6688	0.6688		0.6293	0.6293		2,327.6097	2,327.6097	0.5904		2,342.3699
Total	**1.4029**	**13.1435**	**12.3128**	**0.0242**	**4.5100e-003**	**0.6688**	**0.6733**	**5.1000e-004**	**0.6293**	**0.6298**		**2,327.6097**	**2,327.6097**	**0.5904**		**2,342.3699**

3.3 Phase 2 - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.3800e-003	0.1143	0.0221	3.4000e-004	7.4300e-003	4.3000e-004	7.8700e-003	2.0400e-003	4.1000e-004	2.4500e-003		35.3937	35.3937	1.5200e-003		35.4318
Vendor	3.8400e-003	0.1136	0.0301	2.8000e-004	6.7700e-003	3.6000e-004	7.1300e-003	1.9500e-003	3.4000e-004	2.2900e-003		29.3041	29.3041	1.6700e-003		29.3459
Worker	0.1124	0.1002	0.8574	2.0600e-003	0.2152	1.7200e-003	0.2169	0.0571	1.5800e-003	0.0587		204.9428	204.9428	7.8600e-003		205.1394
Total	**0.1196**	**0.3282**	**0.9096**	**2.6800e-003**	**0.2294**	**2.5100e-003**	**0.2319**	**0.0611**	**2.3300e-003**	**0.0634**		**269.6407**	**269.6407**	**0.0111**		**269.9171**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.0300e-003	0.0000	2.0300e-003	2.3000e-004	0.0000	2.3000e-004			0.0000			0.0000
Off-Road	1.4029	13.1435	12.3128	0.0242		0.6688	0.6688		0.6293	0.6293	0.0000	2,327.6097	2,327.6097	0.5904		2,342.3699
Total	**1.4029**	**13.1435**	**12.3128**	**0.0242**	**2.0300e-003**	**0.6688**	**0.6708**	**2.3000e-004**	**0.6293**	**0.6296**	**0.0000**	**2,327.6097**	**2,327.6097**	**0.5904**		**2,342.3699**

3.3 Phase 2 - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.3800e-003	0.1143	0.0221	3.4000e-004	7.4300e-003	4.3000e-004	7.8700e-003	2.0400e-003	4.1000e-004	2.4500e-003		35.3937	35.3937	1.5200e-003		35.4318
Vendor	3.8400e-003	0.1136	0.0301	2.8000e-004	6.7700e-003	3.6000e-004	7.1300e-003	1.9500e-003	3.4000e-004	2.2900e-003		29.3041	29.3041	1.6700e-003		29.3459
Worker	0.1124	0.1002	0.8574	2.0600e-003	0.2152	1.7200e-003	0.2169	0.0571	1.5800e-003	0.0587		204.9428	204.9428	7.8600e-003		205.1394
Total	**0.1196**	**0.3282**	**0.9096**	**2.6800e-003**	**0.2294**	**2.5100e-003**	**0.2319**	**0.0611**	**2.3300e-003**	**0.0634**		**269.6407**	**269.6407**	**0.0111**		**269.9171**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	5.6200e-003	0.0306	0.0700	2.0000e-004	0.0159	2.0000e-004	0.0161	4.2400e-003	1.9000e-004	4.4400e-003		20.2827	20.2827	1.0800e-003		20.3098
Unmitigated	5.6200e-003	0.0306	0.0700	2.0000e-004	0.0159	2.0000e-004	0.0161	4.2400e-003	1.9000e-004	4.4400e-003		20.2827	20.2827	1.0800e-003		20.3098

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Unrefrigerated Warehouse-No Rail	0.03	0.03	0.03	78	78
Unrefrigerated Warehouse-No Rail	2.52	2.52	2.52	7,357	7,357
Total	2.55	2.55	2.55	7,436	7,436

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Unrefrigerated Warehouse-No	9.50	7.30	7.30	59.00	0.00	41.00	92	5	3
Unrefrigerated Warehouse-No	9.50	7.30	7.30	59.00	0.00	41.00	92	5	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Unrefrigerated Warehouse-No Rail	0.543525	0.028472	0.201539	0.126188	0.021864	0.005301	0.018669	0.039782	0.003072	0.002565	0.007028	0.001098	0.000897

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	6.0000e-005	5.7000e-004	4.8000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6792	0.6792	1.0000e-005	1.0000e-005	0.6832
NaturalGas Unmitigated	6.0000e-005	5.7000e-004	4.8000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6792	0.6792	1.0000e-005	1.0000e-005	0.6832

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Unrefrigerated Warehouse-No Rail	5.71233	6.0000e-005	5.6000e-004	4.7000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6720	0.6720	1.0000e-005	1.0000e-005	0.6760
Unrefrigerated Warehouse-No Rail	0.0609315	0.0000	1.0000e-005	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		7.1700e-003	7.1700e-003	0.0000	0.0000	7.2100e-003
Total		**6.0000e-005**	**5.7000e-004**	**4.8000e-004**	**0.0000**		**4.0000e-005**	**4.0000e-005**		**4.0000e-005**	**4.0000e-005**		**0.6792**	**0.6792**	**1.0000e-005**	**1.0000e-005**	**0.6832**

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Unrefrigerated Warehouse-No Rail	0.00571233	6.0000e-005	5.6000e-004	4.7000e-004	0.0000		4.0000e-005	4.0000e-005		4.0000e-005	4.0000e-005		0.6720	0.6720	1.0000e-005	1.0000e-005	0.6760
Unrefrigerated Warehouse-No Rail	6.09315e-005	0.0000	1.0000e-005	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000		7.1700e-003	7.1700e-003	0.0000	0.0000	7.2100e-003
Total		**6.0000e-005**	**5.7000e-004**	**4.8000e-004**	**0.0000**		**4.0000e-005**	**4.0000e-005**		**4.0000e-005**	**4.0000e-005**		**0.6792**	**0.6792**	**1.0000e-005**	**1.0000e-005**	**0.6832**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0382	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004
Unmitigated	0.0382	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	5.7800e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0324					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004
Total	**0.0382**	**0.0000**	**1.6000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**3.3000e-004**	**3.3000e-004**	**0.0000**		**3.5000e-004**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	5.7800e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0324					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	1.0000e-005	0.0000	1.6000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		3.3000e-004	3.3000e-004	0.0000		3.5000e-004
Total	**0.0382**	**0.0000**	**1.6000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**3.3000e-004**	**3.3000e-004**	**0.0000**		**3.5000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Roache Road Well Project

North Central Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Unrefrigerated Warehouse-No Rail	0.02	1000sqft	1.00	16.00	0
Unrefrigerated Warehouse-No Rail	1.50	1000sqft	1.00	1,500.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.8	**Precipitation Freq (Days)**	53
Climate Zone	5			**Operational Year**	2022
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Adjusted to 2 acre lot

Construction Phase - Schedule provided by Watsonville. Same fleet for entire phase. One phase assumed

Off-road Equipment - Fleet provided by Watsonville. Reduced hours because not all would be required each day or at once. Small work area

Off-road Equipment - Fleet provided by Watsonville. Reduced hours because not all would be required each day or at once. Small work area

Grading - Reduced disturbace area acording to info needs

Trips and VMT - Added vendor trip based on CalEEMod estimate.

Construction Off-road Equipment Mitigation -

Roache Road Well Project - North Central Coast Air Basin, Annual

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	4.00	133.00
tblConstructionPhase	NumDays	4.00	221.00
tblConstructionPhase	PhaseEndDate	8/6/2020	2/3/2021
tblConstructionPhase	PhaseEndDate	8/12/2020	12/9/2021
tblConstructionPhase	PhaseStartDate	8/7/2020	2/4/2021
tblGrading	AcresOfGrading	0.00	0.01
tblGrading	AcresOfGrading	0.00	0.83
tblGrading	MaterialExported	0.00	77.00
tblGrading	MaterialExported	0.00	450.00
tblGrading	MaterialImported	0.00	48.00
tblGrading	MaterialImported	0.00	300.00
tblLandUse	LotAcreage	0.00	1.00
tblLandUse	LotAcreage	0.03	1.00
tblOffRoadEquipment	OffRoadEquipmentType		Bore/Drill Rigs
tblOffRoadEquipment	OffRoadEquipmentType		Signal Boards
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Plate Compactors
tblOffRoadEquipment	OffRoadEquipmentType		Welders
tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentType		Excavators
tblOffRoadEquipment	OffRoadEquipmentType		Sweepers/Scrubbers
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentType		Cranes
tblOffRoadEquipment	OffRoadEquipmentType		Concrete/Industrial Saws
tblOffRoadEquipment	OffRoadEquipmentType		Rollers

tblOffRoadEquipment	OffRoadEquipmentType		Pumps
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	2.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	7.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	8.00	4.00
tblOffRoadEquipment	UsageHours	7.00	4.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00
tblTripsAndVMT	VendorTripNumber	0.00	1.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1015	0.8579	0.7489	1.8500e-003	0.0129	0.0385	0.0513	3.4200e-003	0.0369	0.0404	0.0000	159.9695	159.9695	0.0343	0.0000	160.8276
2021	0.1873	1.6533	1.6178	3.3800e-003	0.0280	0.0814	0.1094	7.3800e-003	0.0767	0.0841	0.0000	295.7080	295.7080	0.0678	0.0000	297.4017
Maximum	**0.1873**	**1.6533**	**1.6178**	**3.3800e-003**	**0.0280**	**0.0814**	**0.1094**	**7.3800e-003**	**0.0767**	**0.0841**	**0.0000**	**295.7080**	**295.7080**	**0.0678**	**0.0000**	**297.4017**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.1015	0.8579	0.7489	1.8500e-003	0.0128	0.0385	0.0513	3.4200e-003	0.0369	0.0404	0.0000	159.9693	159.9693	0.0343	0.0000	160.8274
2021	0.1873	1.6533	1.6178	3.3800e-003	0.0277	0.0814	0.1091	7.3500e-003	0.0767	0.0841	0.0000	295.7077	295.7077	0.0678	0.0000	297.4014
Maximum	**0.1873**	**1.6533**	**1.6178**	**3.3800e-003**	**0.0277**	**0.0814**	**0.1091**	**7.3500e-003**	**0.0767**	**0.0841**	**0.0000**	**295.7077**	**295.7077**	**0.0678**	**0.0000**	**297.4014**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.71**	**0.00**	**0.19**	**0.28**	**0.00**	**0.02**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	8-3-2020	11-2-2020	0.5784	0.5784
2	11-3-2020	2-2-2021	0.5543	0.5543
3	2-3-2021	5-2-2021	0.4764	0.4764
4	5-3-2021	8-2-2021	0.4915	0.4915
5	8-3-2021	9-30-2021	0.3152	0.3152
		Highest	0.5784	0.5784

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	6.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005
Energy	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	1.7839	1.7839	8.0000e-005	2.0000e-005	1.7911
Mobile	1.0200e-003	5.4600e-003	0.0121	4.0000e-005	2.7900e-003	4.0000e-005	2.8300e-003	7.5000e-004	3.0000e-005	7.8000e-004	0.0000	3.3738	3.3738	1.7000e-004	0.0000	3.3781
Waste						0.0000	0.0000		0.0000	0.0000	0.2903	0.0000	0.2903	0.0172	0.0000	0.7192
Water						0.0000	0.0000		0.0000	0.0000	0.1115	0.5533	0.6648	0.0115	2.8000e-004	1.0339
Total	**8.0100e-003**	**5.5600e-003**	**0.0122**	**4.0000e-005**	**2.7900e-003**	**5.0000e-005**	**2.8400e-003**	**7.5000e-004**	**4.0000e-005**	**7.9000e-004**	**0.4018**	**5.7110**	**6.1128**	**0.0289**	**3.0000e-004**	**6.9223**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	6.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005
Energy	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	1.7839	1.7839	8.0000e-005	2.0000e-005	1.7911
Mobile	1.0200e-003	5.4600e-003	0.0121	4.0000e-005	2.7900e-003	4.0000e-005	2.8300e-003	7.5000e-004	3.0000e-005	7.8000e-004	0.0000	3.3738	3.3738	1.7000e-004	0.0000	3.3781
Waste						0.0000	0.0000		0.0000	0.0000	0.2903	0.0000	0.2903	0.0172	0.0000	0.7192
Water						0.0000	0.0000		0.0000	0.0000	0.1115	0.5533	0.6648	0.0115	2.8000e-004	1.0339
Total	**8.0100e-003**	**5.5600e-003**	**0.0122**	**4.0000e-005**	**2.7900e-003**	**5.0000e-005**	**2.8400e-003**	**7.5000e-004**	**4.0000e-005**	**7.9000e-004**	**0.4018**	**5.7110**	**6.1128**	**0.0289**	**3.0000e-004**	**6.9223**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Phase 1	Grading	8/3/2020	2/3/2021	5	133	
2	Phase 2	Grading	2/4/2021	12/9/2021	5	221	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Phase 2	Graders	0	4.00	187	0.41
Phase 2	Rubber Tired Dozers	0	4.00	247	0.40
Phase 2	Tractors/Loaders/Backhoes	2	4.00	97	0.37
Phase 1	Bore/Drill Rigs	1	4.00	221	0.50
Phase 1	Signal Boards	1	4.00	6	0.82
Phase 1	Generator Sets	2	4.00	84	0.74
Phase 1	Plate Compactors	1	4.00	8	0.43
Phase 1	Welders	1	4.00	46	0.45
Phase 1	Pumps	1	4.00	84	0.74
Phase 1	Off-Highway Trucks	2	4.00	402	0.38
Phase 1	Rubber Tired Dozers	0	4.00	247	0.40
Phase 2	Excavators	1	4.00	158	0.38
Phase 2	Sweepers/Scrubbers	1	4.00	64	0.46
Phase 1	Tractors/Loaders/Backhoes	1	4.00	97	0.37
Phase 2	Off-Highway Trucks	1	4.00	402	0.38
Phase 2	Cranes	1	4.00	231	0.29
Phase 1	Graders	0	4.00	187	0.41
Phase 2	Concrete/Industrial Saws	1	4.00	81	0.73
Phase 2	Rollers	1	4.00	80	0.38
Phase 2	Pumps	1	4.00	84	0.74

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Phase 2	9	23.00	1.00	94.00	12.30	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Phase 1	10	25.00	1.00	16.00	12.30	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Phase 1 - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0947	0.8432	0.6930	1.7000e-003		0.0383	0.0383		0.0368	0.0368	0.0000	146.5496	146.5496	0.0338	0.0000	147.3934
Total	**0.0947**	**0.8432**	**0.6930**	**1.7000e-003**	**1.0000e-005**	**0.0383**	**0.0383**	**0.0000**	**0.0368**	**0.0368**	**0.0000**	**146.5496**	**146.5496**	**0.0338**	**0.0000**	**147.3934**

3.2 Phase 1 - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	5.0000e-005	1.9200e-003	3.4000e-004	1.0000e-005	1.3000e-004	1.0000e-005	1.4000e-004	4.0000e-005	1.0000e-005	4.0000e-005	0.0000	0.5074	0.5074	2.0000e-005	0.0000	0.5079
Vendor	2.5000e-004	6.8200e-003	1.7400e-003	2.0000e-005	3.6000e-004	4.0000e-005	4.0000e-004	1.0000e-004	4.0000e-005	1.4000e-004	0.0000	1.4890	1.4890	8.0000e-005	0.0000	1.4910
Worker	6.5100e-003	6.0500e-003	0.0538	1.3000e-004	0.0123	1.0000e-004	0.0125	3.2800e-003	1.0000e-004	3.3800e-003	0.0000	11.4235	11.4235	4.7000e-004	0.0000	11.4353
Total	**6.8100e-003**	**0.0148**	**0.0559**	**1.6000e-004**	**0.0128**	**1.5000e-004**	**0.0130**	**3.4200e-003**	**1.5000e-004**	**3.5600e-003**	**0.0000**	**13.4199**	**13.4199**	**5.7000e-004**	**0.0000**	**13.4342**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0947	0.8432	0.6930	1.7000e-003		0.0383	0.0383		0.0368	0.0368	0.0000	146.5494	146.5494	0.0338	0.0000	147.3933
Total	**0.0947**	**0.8432**	**0.6930**	**1.7000e-003**	**1.0000e-005**	**0.0383**	**0.0383**	**0.0000**	**0.0368**	**0.0368**	**0.0000**	**146.5494**	**146.5494**	**0.0338**	**0.0000**	**147.3933**

3.2 Phase 1 - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	5.0000e-005	1.9200e-003	3.4000e-004	1.0000e-005	1.3000e-004	1.0000e-005	1.4000e-004	4.0000e-005	1.0000e-005	4.0000e-005	0.0000	0.5074	0.5074	2.0000e-005	0.0000	0.5079
Vendor	2.5000e-004	6.8200e-003	1.7400e-003	2.0000e-005	3.6000e-004	4.0000e-005	4.0000e-004	1.0000e-004	4.0000e-005	1.4000e-004	0.0000	1.4890	1.4890	8.0000e-005	0.0000	1.4910
Worker	6.5100e-003	6.0500e-003	0.0538	1.3000e-004	0.0123	1.0000e-004	0.0125	3.2800e-003	1.0000e-004	3.3800e-003	0.0000	11.4235	11.4235	4.7000e-004	0.0000	11.4353
Total	**6.8100e-003**	**0.0148**	**0.0559**	**1.6000e-004**	**0.0128**	**1.5000e-004**	**0.0130**	**3.4200e-003**	**1.5000e-004**	**3.5600e-003**	**0.0000**	**13.4199**	**13.4199**	**5.7000e-004**	**0.0000**	**13.4342**

3.2 Phase 1 - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0189	0.1626	0.1493	3.7000e-004		7.2000e-003	7.2000e-003		6.9200e-003	6.9200e-003	0.0000	32.2797	32.2797	7.3600e-003	0.0000	32.4638
Total	**0.0189**	**0.1626**	**0.1493**	**3.7000e-004**	**1.0000e-005**	**7.2000e-003**	**7.2100e-003**	**0.0000**	**6.9200e-003**	**6.9200e-003**	**0.0000**	**32.2797**	**32.2797**	**7.3600e-003**	**0.0000**	**32.4638**

3.2 Phase 1 - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0000e-005	3.9000e-004	7.0000e-005	0.0000	1.1000e-004	0.0000	1.1000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.1104	0.1104	0.0000	0.0000	0.1105
Vendor	4.0000e-005	1.3700e-003	3.3000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	3.0000e-005	0.0000	0.3250	0.3250	2.0000e-005	0.0000	0.3254
Worker	1.3300e-003	1.1900e-003	0.0108	3.0000e-005	2.7200e-003	2.0000e-005	2.7400e-003	7.2000e-004	2.0000e-005	7.4000e-004	0.0000	2.4365	2.4365	9.0000e-005	0.0000	2.4388
Total	**1.3800e-003**	**2.9500e-003**	**0.0112**	**3.0000e-005**	**2.9100e-003**	**2.0000e-005**	**2.9300e-003**	**7.7000e-004**	**2.0000e-005**	**8.0000e-004**	**0.0000**	**2.8719**	**2.8719**	**1.1000e-004**	**0.0000**	**2.8747**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0189	0.1626	0.1493	3.7000e-004		7.2000e-003	7.2000e-003		6.9200e-003	6.9200e-003	0.0000	32.2797	32.2797	7.3600e-003	0.0000	32.4637
Total	**0.0189**	**0.1626**	**0.1493**	**3.7000e-004**	**1.0000e-005**	**7.2000e-003**	**7.2100e-003**	**0.0000**	**6.9200e-003**	**6.9200e-003**	**0.0000**	**32.2797**	**32.2797**	**7.3600e-003**	**0.0000**	**32.4637**

3.2 Phase 1 - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0000e-005	3.9000e-004	7.0000e-005	0.0000	1.1000e-004	0.0000	1.1000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.1104	0.1104	0.0000	0.0000	0.1105
Vendor	4.0000e-005	1.3700e-003	3.3000e-004	0.0000	8.0000e-005	0.0000	8.0000e-005	2.0000e-005	0.0000	3.0000e-005	0.0000	0.3250	0.3250	2.0000e-005	0.0000	0.3254
Worker	1.3300e-003	1.1900e-003	0.0108	3.0000e-005	2.7200e-003	2.0000e-005	2.7400e-003	7.2000e-004	2.0000e-005	7.4000e-004	0.0000	2.4365	2.4365	9.0000e-005	0.0000	2.4388
Total	**1.3800e-003**	**2.9500e-003**	**0.0112**	**3.0000e-005**	**2.9100e-003**	**2.0000e-005**	**2.9300e-003**	**7.7000e-004**	**2.0000e-005**	**8.0000e-004**	**0.0000**	**2.8719**	**2.8719**	**1.1000e-004**	**0.0000**	**2.8747**

3.3 Phase 2 - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.0000e-004	0.0000	5.0000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1550	1.4524	1.3606	2.6700e-003		0.0739	0.0739		0.0695	0.0695	0.0000	233.3287	233.3287	0.0592	0.0000	234.8083
Total	**0.1550**	**1.4524**	**1.3606**	**2.6700e-003**	**5.0000e-004**	**0.0739**	**0.0744**	**6.0000e-005**	**0.0695**	**0.0696**	**0.0000**	**233.3287**	**233.3287**	**0.0592**	**0.0000**	**234.8083**

3.3 Phase 2 - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.7000e-004	0.0126	2.3100e-003	4.0000e-005	8.0000e-004	5.0000e-005	8.5000e-004	2.2000e-004	5.0000e-005	2.6000e-004	0.0000	3.5938	3.5938	1.5000e-004	0.0000	3.5974
Vendor	4.1000e-004	0.0126	3.0600e-003	3.0000e-005	7.3000e-004	4.0000e-005	7.7000e-004	2.1000e-004	4.0000e-005	2.5000e-004	0.0000	2.9928	2.9928	1.6000e-004	0.0000	2.9968
Worker	0.0112	0.0101	0.0914	2.3000e-004	0.0230	1.9000e-004	0.0232	6.1200e-003	1.7000e-004	6.3000e-003	0.0000	20.6411	20.6411	7.9000e-004	0.0000	20.6607
Total	**0.0120**	**0.0353**	**0.0967**	**3.0000e-004**	**0.0246**	**2.8000e-004**	**0.0248**	**6.5500e-003**	**2.6000e-004**	**6.8100e-003**	**0.0000**	**27.2277**	**27.2277**	**1.1000e-003**	**0.0000**	**27.2549**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.2000e-004	0.0000	2.2000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1550	1.4524	1.3606	2.6700e-003		0.0739	0.0739		0.0695	0.0695	0.0000	233.3284	233.3284	0.0592	0.0000	234.8080
Total	**0.1550**	**1.4524**	**1.3606**	**2.6700e-003**	**2.2000e-004**	**0.0739**	**0.0741**	**3.0000e-005**	**0.0695**	**0.0696**	**0.0000**	**233.3284**	**233.3284**	**0.0592**	**0.0000**	**234.8080**

3.3 Phase 2 - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.7000e-004	0.0126	2.3100e-003	4.0000e-005	8.0000e-004	5.0000e-005	8.5000e-004	2.2000e-004	5.0000e-005	2.6000e-004	0.0000	3.5938	3.5938	1.5000e-004	0.0000	3.5974
Vendor	4.1000e-004	0.0126	3.0600e-003	3.0000e-005	7.3000e-004	4.0000e-005	7.7000e-004	2.1000e-004	4.0000e-005	2.5000e-004	0.0000	2.9928	2.9928	1.6000e-004	0.0000	2.9968
Worker	0.0112	0.0101	0.0914	2.3000e-004	0.0230	1.9000e-004	0.0232	6.1200e-003	1.7000e-004	6.3000e-003	0.0000	20.6411	20.6411	7.9000e-004	0.0000	20.6607
Total	**0.0120**	**0.0353**	**0.0967**	**3.0000e-004**	**0.0246**	**2.8000e-004**	**0.0248**	**6.5500e-003**	**2.6000e-004**	**6.8100e-003**	**0.0000**	**27.2277**	**27.2277**	**1.1000e-003**	**0.0000**	**27.2549**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.0200e-003	5.4600e-003	0.0121	4.0000e-005	2.7900e-003	4.0000e-005	2.8300e-003	7.5000e-004	3.0000e-005	7.8000e-004	0.0000	3.3738	3.3738	1.7000e-004	0.0000	3.3781
Unmitigated	1.0200e-003	5.4600e-003	0.0121	4.0000e-005	2.7900e-003	4.0000e-005	2.8300e-003	7.5000e-004	3.0000e-005	7.8000e-004	0.0000	3.3738	3.3738	1.7000e-004	0.0000	3.3781

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Unrefrigerated Warehouse-No Rail	0.03	0.03	0.03	78	78
Unrefrigerated Warehouse-No Rail	2.52	2.52	2.52	7,357	7,357
Total	2.55	2.55	2.55	7,436	7,436

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Unrefrigerated Warehouse-No	9.50	7.30	7.30	59.00	0.00	41.00	92	5	3
Unrefrigerated Warehouse-No	9.50	7.30	7.30	59.00	0.00	41.00	92	5	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Unrefrigerated Warehouse-No Rail	0.543525	0.028472	0.201539	0.126188	0.021864	0.005301	0.018669	0.039782	0.003072	0.002565	0.007028	0.001098	0.000897

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	1.6715	1.6715	8.0000e-005	2.0000e-005	1.6780
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	1.6715	1.6715	8.0000e-005	2.0000e-005	1.6780
NaturalGas Mitigated	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	0.1125	0.1125	0.0000	0.0000	0.1131
NaturalGas Unmitigated	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	0.1125	0.1125	0.0000	0.0000	0.1131

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Unrefrigerated Warehouse-No Rail	2085	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	0.1113	0.1113	0.0000	0.0000	0.1119
Unrefrigerated Warehouse-No Rail	22.24	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.1900e-003	1.1900e-003	0.0000	0.0000	1.1900e-003
Total		**1.0000e-005**	**1.0000e-004**	**9.0000e-005**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**0.1125**	**0.1125**	**0.0000**	**0.0000**	**0.1131**

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Unrefrigerated Warehouse-No Rail	2085	1.0000e-005	1.0000e-004	9.0000e-005	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005	0.0000	0.1113	0.1113	0.0000	0.0000	0.1119
Unrefrigerated Warehouse-No Rail	22.24	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.1900e-003	1.1900e-003	0.0000	0.0000	1.1900e-003
Total		**1.0000e-005**	**1.0000e-004**	**9.0000e-005**	**0.0000**		**1.0000e-005**	**1.0000e-005**		**1.0000e-005**	**1.0000e-005**	**0.0000**	**0.1125**	**0.1125**	**0.0000**	**0.0000**	**0.1131**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Unrefrigerated Warehouse-No Rail	5685	1.6538	7.0000e-005	2.0000e-005	1.6603
Unrefrigerated Warehouse-No Rail	60.64	0.0176	0.0000	0.0000	0.0177
Total		**1.6715**	**7.0000e-005**	**2.0000e-005**	**1.6780**

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Unrefrigerated Warehouse-No Rail	5685	1.6538	7.0000e-005	2.0000e-005	1.6603
Unrefrigerated Warehouse-No Rail	60.64	0.0176	0.0000	0.0000	0.0177
Total		**1.6715**	**7.0000e-005**	**2.0000e-005**	**1.6780**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	6.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005
Unmitigated	6.9800e-003	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.0500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	5.9200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005
Total	**6.9700e-003**	**0.0000**	**1.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**3.0000e-005**	**3.0000e-005**	**0.0000**	**0.0000**	**3.0000e-005**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.0500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	5.9200e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0000	0.0000	1.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	3.0000e-005	3.0000e-005	0.0000	0.0000	3.0000e-005
Total	**6.9700e-003**	**0.0000**	**1.0000e-005**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**3.0000e-005**	**3.0000e-005**	**0.0000**	**0.0000**	**3.0000e-005**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.6648	0.0115	2.8000e-004	1.0339
Unmitigated	0.6648	0.0115	2.8000e-004	1.0339

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Unrefrigerated Warehouse-No Rail	0.3515 / 0	0.6648	0.0115	2.8000e-004	1.0339
Total		**0.6648**	**0.0115**	**2.8000e-004**	**1.0339**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Unrefrigerated Warehouse-No Rail	0.3515 / 0	0.6648	0.0115	2.8000e-004	1.0339
Total		**0.6648**	**0.0115**	**2.8000e-004**	**1.0339**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.2903	0.0172	0.0000	0.7192
Unmitigated	0.2903	0.0172	0.0000	0.7192

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Unrefrigerated Warehouse-No Rail	1.43	0.2903	0.0172	0.0000	0.7192
Total		**0.2903**	**0.0172**	**0.0000**	**0.7192**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Unrefrigerated Warehouse-No Rail	1.43	0.2903	0.0172	0.0000	0.7192
Total		**0.2903**	**0.0172**	**0.0000**	**0.7192**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

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Appendix B. Biological Resources Background Information

- California Natural Diversity Database (CNDDB) Map and Species Table
- Photos of Project Site from May 28, 2020, Field Visit
- U.S. Fish and Wildlife Service IPaC Resource List

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CNDDB for the Proposed Project Site

California Natural Diversity Database (CNDDB) Commercial [ds85]

- Plant (80m)
- Plant (specific)
- Plant (non-specific)
- Plant (circular)
- Animal (80m)
- Animal (specific)
- Animal (non-specific)
- Animal (circular)
- Terrestrial Comm. (80m)
- Terrestrial Comm. (specific)
- Terrestrial Comm. (non-specific)
- Terrestrial Comm. (circular)
- Aquatic Comm. (80m)
- Aquatic Comm. (specific)
- Aquatic Comm. (non-specific)
- Aquatic Comm. (circular)
- Multiple (80m)
- Multiple (specific)
- Multiple (non-specific)
- Multiple (circular)
- Sensitive EO's (Commercial only)

1:18,056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

N

June 12, 2020

Author: Harris & Associates

Printed from http://bios.dfg.ca.gov

CNDDB for the Proposed Project Site

Scientific Name	Common Name	Life Form	Status (Federal/State/Other)	Habitat	Potential to Occur
Animals					
Accipiter cooperii	Cooper's hawk	Animal	-/-/WL	Woodland, chiefly of open, interrupted or marginal type. Nest sites mainly in riparian growths of deciduous trees, as in canyon bottoms on river flood-plains; also, live oaks.	This occurrence was reported in 2014, and documents a nest in Crestview Park, approximately 1 mile from the project site. No suitable nesting or foraging habitat is located on site.
Bombus occidentalis	western bumble bee	Animal	- / - / S	Once common & widespread, species has declined precipitously from central CA to southern B.C., perhaps from disease.	Occurrence is a general area covering the entire City of Watsonville, recorded in 1959. No suitable habitat occurs on the project site
Emys marmorata	western pond turtle	Animal	-/-/SSC	Marshes, rivers, streams and irrigation ditches, usually with aquatic vegetation. Needs basking sites and suitable (sandy banks or grassy open fields) upland habitat up to 0.5 km from water for egg-laying.	No suitable habitat is present on or near the project site. The closest occurrence is a pond near Crestview Park, approximately 1 mile away, and Struve Slough and Pinto Lake, both approximately 1.3 miles away (in opposite directions).
Rana boylii	foothill yellow-legged frog	Animal	-/-/SSC	Partly-shaded, shallow streams and riffles with a rocky substrate in a variety of habitats. Needs at least some cobble-sized substrate for egg-laying. Needs at least 15 weeks to attain metamorphosis.	No suitable habitat is present on or near the project site. The closest occurrence is along Buena Vista Drive at Harkins Slough Road, approximately 2 miles away.
Rana draytonii	California red-legged frog	Animal	T / - / SSC, V	Lowlands and foothills in or near permanent sources of deep water with dense, shrubby or emergent riparian vegetation. Requires 11-20 weeks of permanent water for larval development. Must have access to estivation habitat.	No suitable habitat is present on or near the project site. Most nearby CRLF occurrences are associated with Struve and Watsonville Sloughs, approximately 1.3 miles away. One occurrence is on Buena Vista Drive, 0.3 miles north of Larkin Valley Road.
Riparia riparia	bank swallow	Animal	- / T / S	Colonial nester; nests primarily in riparian and other lowland habitats west of the desert. Requires vertical banks/cliffs with fine-textured/sandy soils near streams, rivers, lakes, ocean to dig nesting hole.	No suitable habitat occurs in or near the projet site. This occurrence is a general, broad occurrence recorded in 1962, most likley associated with the banks of the Pajaro River.
Plants					
Arctostaphylos hookeri ssp. hookeri	Hooker's manzanita	Plant	-/E/1B.1	Chaparral, coastal scrub, closed-cone coniferous forest, cismontane woodland. Sandy soils, sandy shales, sandstone outcrops. 30-550 m.	No suitable habitat occurs on or near the project site. Nearest occurrence is 2 miles away; population is on both sides of Hwy 1 between Buena Vista Drive and Mar Monte Ave exits, northwest of Watsonville.
Holocarpha macradenia	Santa Cruz tarplant	Plant	T / E / 1B.1	Coastal prairie, coastal scrub, valley and foothill grassland.	Light, sandy soil or sandy clay; often with nonnatives. 10-220 m.
Plagiobothrys chorisianus var. chorisianus	Choris' popcornflower	Plant	-/-/1B.2	Chaparral, coastal scrub, coastal prairie. Mesic sites. 5-705 m.	This species occurs along the north end of the Watsonville Airport, just across the street from the project site. The population is located 100 ft NW OF junction of runways 2-2- and 8-26. This species is not likely to occur on the project site due to the highly disturbed nature of the soils and vegetation.
Plagiobothrys diffusus	San Francisco popcorn flower	Plant	-/-/1B.2	Valley and foothill grassland, coastal prairie. Historically from grassy slopes with marine influence. 45-360 m.	This species occurs within the northwest quarter of the Watsonville Airport, just across the street from the project site. This species is not likely to occur on the project site due to the highly disturbed nature of the soils and vegetation.
Agelaius tricolor	tricolored blackbird	Animal	-/T/SSC, S, BCC	Highly colonial species, most numerous in Central Valley & vicinity. Largely endemic to California. Requires open water, protected nesting substrate, and foraging area with insect prey within a few km of the colony.	No habitat is present on or near the project site. Nearest occurrences are in freshwater marshes with cattails, tules, and other dense vegetation in Struve Slough, approximately 1.3 miles away from the project site.
Key					
E: Federally Endangered		1B.1: Plants rare, threatened, or endangered in California and elsewhere; Seriously threatened in California			
T: Federally Threatened		1B.2: Plants rare, threatened, or endangered in California and elsewhere; Moderately threatened in California			
S: USFS or BLM Sensitive Species		1B.3: Plants rare, threatened, or endangered in California and elsewhere; Not very threatened in California			
V: IUCN Vulnerable Species					
C: Candidate					
SSC: CDFW Species of Special Concern					
WL: CDFW Watch List					

Photos of the Project Site

1. Photo from northern fence line, middle of the project site, with the new well pump in the background by the four bollards

2. Photo from northern fence line, north end of site.

3. Photo from Roache Road with existing shoulder and landscaping in foreground and portable building on project site in background.

A reconnaissance-level pedestrian survey was conducted by Harris biologists, Shannon Bane and Wendy Young, on May 28, 2020; and the following photos were taken.

Path: C:\Users\Randy.Deodat\Desktop\Projects_Clone\City of Corona\Corona_Recycled_Water\Map Docs\NOP

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

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Location

Santa Cruz County, California

Local office

Ventura Fish And Wildlife Office

(805) 644-1766
(805) 644-3958

2493 Portola Road, Suite B
Ventura, CA 93003-7726

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS

San Joaquin Kit Fox Vulpes macrotis mutica — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/2873

Birds

NAME	STATUS

California Least Tern Sterna antillarum browni — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8104

Least Bell's Vireo Vireo bellii pusillus — Endangered
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/5945

Marbled Murrelet Brachyramphus marmoratus — Threatened
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/4467

Southwestern Willow Flycatcher Empidonax traillii extimus — Endangered
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/6749

Western Snowy Plover Charadrius nivosus nivosus — Threatened
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/8035

Reptiles

NAME	STATUS

San Francisco Garter Snake Thamnophis sirtalis tetrataenia — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/5956

Amphibians

NAME	STATUS

California Red-legged Frog Rana draytonii — Threatened
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/2891

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California Tiger Salamander Ambystoma californiense — Threatened
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/2076

Santa Cruz Long-toed Salamander Ambystoma macrodactylum croceum — Endangered
There is **proposed** critical habitat for this species. The location of the critical habitat is not available.
https://ecos.fws.gov/ecp/species/7405

Fishes

NAME	STATUS
Tidewater Goby Eucyclogobius newberryi There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/57	Endangered

Flowering Plants

NAME	STATUS
Marsh Sandwort Arenaria paludicola No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2229	Endangered
Monterey Gilia Gilia tenuiflora ssp. arenaria No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/856	Endangered
Monterey Spineflower Chorizanthe pungens var. pungens There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/396	Threatened
Santa Cruz Tarplant Holocarpha macradenia There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/6832	Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

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THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED,

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WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Allen's Hummingbird Selasphorus sasin This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Jan 1 to Aug 31
Black Turnstone Arenaria melanocephala This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Burrowing Owl Athene cunicularia This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9737	Breeds Mar 15 to Aug 31
Clark's Grebe Aechmophorus clarkii This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jan 1 to Dec 31
Common Yellowthroat Geothlypis trichas sinuosa This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31

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Lawrence's Goldfinch Carduelis lawrencei — Breeds Mar 20 to Sep 20
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9464

Long-billed Curlew Numenius americanus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5511

Marbled Godwit Limosa fedoa — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9481

Nuttall's Woodpecker Picoides nuttallii — Breeds Apr 1 to Jul 20
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9410

Oak Titmouse Baeolophus inornatus — Breeds Mar 15 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9656

Rufous Hummingbird selasphorus rufus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8002

Short-billed Dowitcher Limnodromus griseus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9480

Song Sparrow Melospiza melodia — Breeds Feb 20 to Sep 5
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Spotted Towhee Pipilo maculatus clementae — Breeds Apr 15 to Jul 20
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/4243

NOT FOR CONSULTATION

Tricolored Blackbird Agelaius tricolor — Breeds Mar 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3910

Whimbrel Numenius phaeopus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9483

Willet Tringa semipalmata — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Wrentit Chamaea fasciata — Breeds Mar 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

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To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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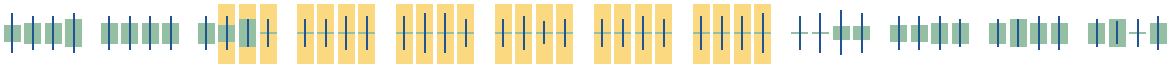
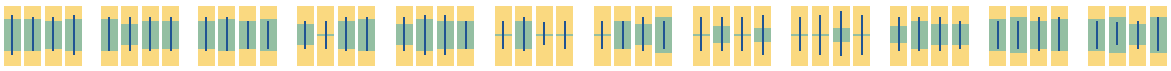
Burrowing Owl
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

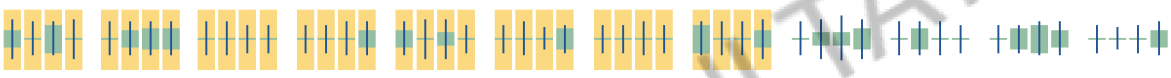


Clark's Grebe
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Common Yellowthroat
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Golden Eagle
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)



Lawrence's Goldfinch
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Long-billed Curlew
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Marbled Godwit
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

NOT FOR CONSULTATION

Nuttall's Woodpecker
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Oak Titmouse
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Rufous Hummingbird
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Short-billed Dowitcher
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Song Sparrow
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Spotted Towhee
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Tricolored Blackbird
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

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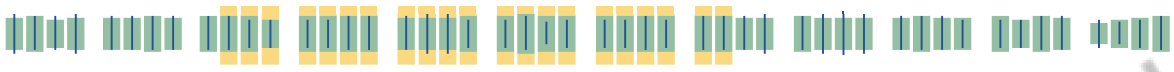
Whimbrel
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Willet
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Wrentit
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



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Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures and/or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ “What does IPaC use to generate the migratory birds potentially occurring in my specified location”. Please be aware this report provides the “probability of presence” of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look

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carefully at the survey effort (indicated by the black vertical bar) and for the existence of the “no data” indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ “Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds” at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

THERE ARE NO KNOWN WETLANDS AT THIS LOCATION.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

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The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cindy Czerwin, Administrative Services Director**

SUBJECT: **Resolution Waiving Business License Late Fees for Fiscal Year 2020-21 until January 1, 2021**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the Council approve a resolution temporarily waiving late fees for businesses for Fiscal Year 2020-21 until January 1, 2021.

DISCUSSION:
Chapter 4 (Business Licensing) of Title 3 (Finance) of the Municipal Code requires businesses pay a license tax to conduct business in Watsonville. Section 3-4.45 sets the due date as the first day of the fiscal year, July 1 of the year. Section 3-4.49 imposes a twenty-five (25%) percent penalty "upon failure to pay the license tax within thirty (30) days after the tax is due (in other words, if not paid by July 30), and an additional twenty-five (25%) percent if not paid within sixty (60) days (in other words, by August 29)."

Fiscal Year 2020-21 (which just started about six weeks ago) is proving to be an extraordinary year and difficult for businesses. In June, renewals and bills were sent to businesses and we collected about 3/4 of what was billed. During a normal year, the Finance Department would send reminders to businesses for delinquent payment in August with the 25% penalty applied. We have heard from some customers that closure or temporary closure of their businesses due to shelter in place orders, or working from home and not returning physically to offices has meant they physically did not receive their notice within the normal timeline. We believe that this possibly is continuing to some of our licensees. As business are struggling to adapt to the new operating environment we would like to acknowledge these difficult and uncertain times by waiving business license late fees if paid by December 31, 2020. Businesses that have yet not paid by Jan 1, will be assessed a 25% late fee, and an additional 25% would be assessed 30 days later on February 1.

The average business license bill which includes the license tax itself, an administrative fee, a state $4 pass through fee, and for some businesses, a Central Business Improvement District (CBID) charge and a fire self-inspection fee is $212. The median charge is $119. Therefore,

on the median charge the late penalty of 25% would be $29.75 and $59.50 for the 50% late charge. Late charges are a minimal revenue producer for the City and waiving the penalty would not have a great negative impact on City revenues.

STRATEGIC PLAN:
This action would support strategic plan goals 4 and 5, economic development and community engagement by supporting businesses which may be struggling during this pandemic and recession.

FINANCIAL IMPACT:
None. The Fiscal Year 2020-21 budget assumed a 25% reduction in business license revenues. Existing collections are already surpassing that so we do not believe there will be any negative impact to the City's financial situation by waiving these late fees.

ALTERNATIVES:
The Council may decide not to waive late fees.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING TEMPORARY FEE WAIVER FOR BUSINESS LICENSE LATE FEES FOR FISCAL YEAR 2020-21 UNTIL JANUARY 2021

WHEREAS, Section 3-4.45 of the Watsonville Municipal Code requires businesses to pay a license tax to conduct business in Watsonville by July 1st of each year; and

WHEREAS, Section 3-4.49 imposes a twenty-five (25%) percent penalty upon failure to pay the license tax within thirty (30) days after the tax is due and an additional twenty-five (25%) percent if not paid within sixty (60) days; and

WHEREAS, Fiscal Year 2020-21 is proving to be an extraordinary year and difficult for businesses due to mandatory business closures as a result of the COVID-19 pandemic; and

WHEREAS, closure or temporary closure of businesses due to shelter in place orders, or working from home and not returning physically to offices has meant business owners physically did not receive their notice within the normal timeline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Council hereby approves a temporary waiver for business license late fees for FY 2020-2021 until January 1, 2021.

2. That the business license fees for FY2020-2021 not paid by January 1, 2021, will be assessed a 25% late fee,

3. That the business license fees for FY 2020-2021 not paid by February 1, 2020 will be assessed an additional 25%.

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City of Watsonville
Public Works and Utilities

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director Public Works & Utilities**
Jackie McCloud, Sr. Utilities Engineer

SUBJECT: **Department of Water Resources Proposition 1 Authorizing Resolution 186-19 Amendment Accepting Full Grant Award in the Amount of $765,000**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council amend Resolution No. 186-19 (CM) to accept and appropriate the full grant award of $765,000 from the Department of Water Resources (DWR) Proposition 1 Pajaro Integrated Regional Water Management (IRWM).

DISCUSSION:
The City of Watsonville participates in the Pajaro River Watershed Region's Integrated Regional Water Management (IRWM) program, initiated by the State in 2002 to encourage local agencies to work collaboratively to manage regional water resources. The State, through the Department of Water Resources (DWR), encourages IRWM efforts by providing grant funding.

In September 2019, the Pajaro River Watershed Region's IRWM posted a Proposition 1 grant solicitation for projects that would benefit flood control, water quality improvements, and water supply. City staff recognized an opportunity to apply for a grant for the Upper Struve Slough Watershed Enhancement and Public Access Project that had been in development for approximately the past 5 years.

In order to meet all grant guidelines and requirements the City of Watsonville had to apply with the City of Gilroy so that a project would be included in the grant application that reduces Regional reliance on the Central Valley Project. The City of Gilroy will be a sub-grantee to the City of Watsonville in the amount of $250,000.

<u>Background.</u>
Upper Struve Slough experiences regular winter flooding within adjacent developed areas due to insufficient flood conveyance within the Slough as a result of past sediment

accumulation and changing hydrology within the slough system. Exacerbating this situation is existing stormwater infrastructure that is not compatible with current site conditions, increasing flooding and water quality impairment.

Water quality and habitat impairment have resulted from these issues as well as historic degradation to the sloughs habitats associated with agricultural use and more recent urban development impacts. Struve Slough also has a total maximum daily load (TMDL) for pathogens that is regulated through the City's State Water Resources Control Board Municipal Separate Storm Sewer System (MS4) Permit.

The City, the County's Pájaro Storm Drain Maintenance District (PSDMD), and Watsonville Wetlands Watch (non-profit corporation) (WWW) recognized an opportunity to collaborate and create a multi-benefit solution to this existing problem.

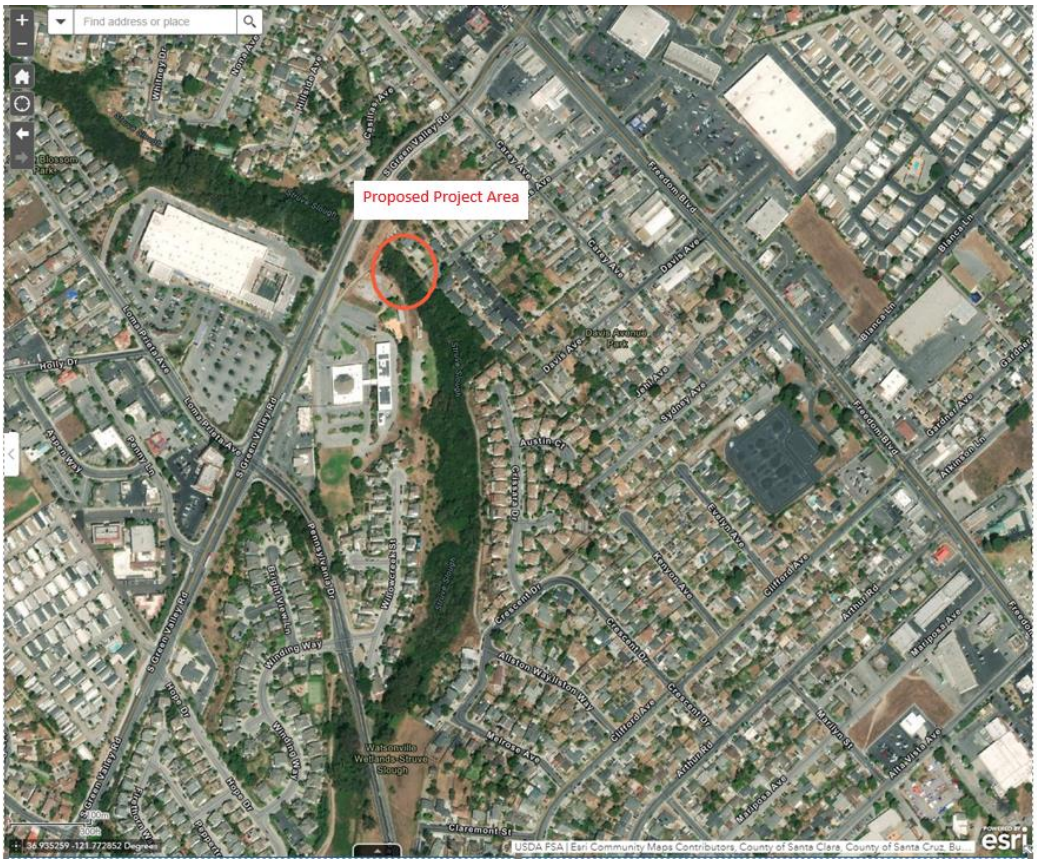

Figure 1. Upper Struve Slough Proposed Project Area

<u>Upper Struve Slough Watershed Enhancement and Public Access Project.</u>
The proposed project would implement watershed enhancement and flood control best management practices that reduce flooding within adjacent parcels, improve water quality and environmental conditions in the upper reaches of Struve Slough -- one of the six branches of the Watsonville Slough System that runs through the City of Watsonville.

The proposed project consists of:

1. Features to capture urban runoff directly from culvert outfalls and redirect it to retention ponds or bioswales;
2. Flood and flood risk reduction measures to alleviate flooding within adjacent residential areas, roads and other adjacent properties;
3. Bank stabilization measures to reduce eroding slough bank;
4. Invasive tree removal and restoration of native wetland and riparian habitat;
5. Creation of a pedestrian and bicycle trail along the slough corridor;
6. Serve as a public demonstration of urban runoff and watershed restoration best management practices.

The proposed project would provide multiple benefits to the community including: restored and enhanced riparian and aquatic habitat, improved water quality, reduced flooding and impacts associated with flood control measures, new safe bicycle and pedestrian trails and corresponding improvements to public health for the Watsonville community, and benefits for a large suite of wildlife species (including species listed as threatened, endangered, or species of special concern).

The original Resolution No. 186-19 (CM) adopted on December 10, 2019, authorized the City Manager to apply for and execute a Department of Water Resources (DWR) Proposition 1 Pajaro Integrated Regional Water Management (IRWM) grant in the amount of $515,000 for improvements in the Upper Struve Slough. This proposed amendment would allow for the City to accept and appropriate the full grant award of $765,000. The City of Watsonville would then sub-grant $250,000 of the $765,000 to the City of Gilroy, which nets the City of Watsonville $515,000 for this Project.

STRATEGIC PLAN:
This project is consistent with City Council's Strategic Plan Goal 3, Infrastructure and Environment.

FINANCIAL IMPACT:
There is no financial match required for this project, and there is no cost to the City for accepting this grant.

ALTERNATIVES:
Not pursue the grant and continue to do yearly operations and maintenance on this channel in coordination with PSDMD.

ATTACHMENTS:
None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING AND DIRECTING THE CITY MANAGER ON BEHALF OF THE CITY OF WATSONVILLE TO SUBMIT A PROPOSAL OF $765,000 TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1 GRANT FOR THE UPPER STRUVE SLOUGH WATERSHED ENHANCEMENT AND PUBLIC ACCESS PROJECT; AND IF AWARDED, TO EXECUTE A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO; AND ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

Amends Resolution No. 186-19 (CM)

WHEREAS, the City of Watsonville participates in the Pájaro River Watershed region's Integrated Regional Water Management (IRWM) program; and

WHEREAS, City staff would like to submit a proposal to the California Department of Water Resources for an IRWM Proposition 1 Grant for the Upper Struve Slough Watershed Enhancement and Public Access Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the City Council hereby authorizes the submittal of a grant proposal of $765,000 to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.).

2. If awarded, the City Council hereby authorizes the City Manager on behalf of the City of Watsonville to enter into an Agreement and any amendments thereto and all other documents including invoices which may be necessary to manage the Grant

with the State of California for the Upper Struve Slough Watershed Enhancement and Public Access Project.

3. That the City Manager is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

4. That the City Manager of the City of Watsonville is authorized and directed, if said grant is awarded, to appropriate $765,000 to the Special Grants Fund [0260];

5. If awarded, the City Council hereby authorizes the City Manager on behalf of the City of Watsonville to enter into appropriate sub-grant agreements with the City of Gilroy and any amendments thereto and all other documents including invoices which may be necessary to manage the City of Gilroy sub-grant.

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City of Watsonville
Public Library

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Alicia Martinez, Interim Library Director**

SUBJECT: **California State Library grant in the amount of $5,500**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that the City Council accept and appropriate a grant for $5,500 from the California State Library. The grant was funded by the Shared Vision/Bringing the Library to You Grants program, which will allow the Library to extend its BiblioVan Services in Watsonville.

DISCUSSION:
The Watsonville Public Library was awarded a $5,500 grant from the California State Library to extend BiblioVan library services by offering pop-up mobile library services at underserved locations in the rural community of Watsonville. The BiblioVan aims to reach a wider range of individuals, increase library circulation, and expand public knowledge of library services by reaching disenfranchised community members at local community events, farmers markets, and organizations such as the local senior center. The $5,500 will be used to purchase technology equipment that will allow staff to checkout and check-in materials, print receipts and provide stable and consistent internet connection.

STRATEGIC PLAN:
This grant supports Strategic Plan Goal 5.F, Community Engagement & Well-Being - Library Services & Programs.

FINANCIAL IMPACT:
The grant from the California State Library will be awarded in one payment and will go directly towards purchasing the technology equipment needed to provide remote connectivity and services.

ALTERNATIVES:
If this grant is not accepted, the library will need to find alternative funding sources to complete the implementation of this program.

ATTACHMENTS:
None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING $5,500 GRANT FROM THE CALIFORNIA STATE LIBRARY TO EXTEND BIBLIOVAN SERVICES IN WATSONVILLE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

WHEREAS, the City of Watsonville was awarded a $5,500 grant from the California State Library, funded by Shared Vision/Bringing the Library to You Grants, in support of Watsonville BiblioVan services; and

WHEREAS, funding is needed to continue BiblioVan library services by offering pop-up mobile library services at underserved locations in the rural community of Watsonville; and

WHEREAS, the funds will be used to purchase necessary technology equipment that will allow staff to process materials, print receipts and provide stable and consistent internet connection at service locations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the $5,500 grant from the California State Library to extend BiblioVan services in Watsonville is hereby accepted.

2. That the City Manager is hereby authorized and directed to execute in the name of the City of Watsonville, any and all documents required by the California State Library including any extensions or amendments thereof in order to implement this agreement.

3. That the $5,500 grant is hereby appropriated to the Special Grants Fund [0260].

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City of Watsonville
Community Development Department

M E M O R A N D U M

DATE: **August 11, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Suzi Merriam, Community Development Director**
Carlos Landaverry, Housing Manager

SUBJECT: **Resolution in support of AB 2782: Mobilehome parks: Change of Use: Rent Control**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION

It is recommended that the City Council adopt a Resolution in support of Assembly Bill 2782 (M. Stone) [amended in Senate August 14, 2020]: manufactured home park closure and conversion protections and the elimination of local rent control exempt 12 - month manufactured home park rental agreements.

DISCUSSION

AB 2782 will clarify the state statutes that provide the City of Watsonville with the authority to evaluate and approve or disapprove of the closure and conversion of manufactured home parks and strengthen the City's authority to reject conversions that will result in the loss of affordable housing. Under current law, Civil Code Section 798.17 allows a manufactured home park owner to enter into rental agreements with manufactured homeowners that are exempt from rent control. Many homeowners are misled about these rental agreements and enter into them without realizing the consequences of doing so, including their permanent loss of rent control and the resulting large rent increases that they are not able to afford their space rents. There are approximately 1,130 manufactured homes in the City of Watsonville and staff has been recently receiving complaints that park owners are aggressively attempting to get manufactured home owners in the City to sign these rental agreements. AB 2782 states that this is a particular problem now because it is causing evictions for homeowners who cannot afford rents due to the economic downturn caused by the COVID-19 pandemic. AB 2782 eliminates the rent control exemption of these rental agreements.

STRATEGIC PLAN

The proposed resolution supports Goal 1 (Housing) of the Strategic plan by preserving existing affordable housing for Watsonville residents.

FINANCIAL IMPACT

The recommended action will not impact the General Fund.

ALTERNATIVES

The Council could choose not to adopt the proposed resolution at this time.

ATTACHMENTS

1. AB 2782 Text
2. AB 2782 Senate Judiciary Committee Analysis

cc: City Attorney

AMENDED IN SENATE AUGUST 14, 2020

AMENDED IN SENATE AUGUST 6, 2020

AMENDED IN SENATE JULY 8, 2020

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL No. 2782

Introduced by Assembly Member Mark Stone
(Principal coauthor: Senator Umberg)
(Coauthors: Assembly Members Limón and Voepel)

February 20, 2020

An act to amend Section 798.56 of, and to amend and repeal Section 798.17 of, the Civil Code, and to amend Sections 65863.7 and 66427.4 of the Government Code, relating to mobilehomes.

LEGISLATIVE COUNSEL'S DIGEST

AB 2782, as amended, Mark Stone. Mobilehome parks: change of use: rent control.

Existing law, the Mobilehome Residency Law, requires the management of a mobilehome park to comply with notice and specified other requirements in order to terminate a tenancy in a mobilehome park due to a change of use of the mobilehome park, including giving homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for the change of use.

This bill would instead require the management to give homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to obtain local approval for the intended change of use of the mobilehome park.

Existing law, the Planning and Zoning Law, requires a person or entity proposing a change in use of a mobilehome park to file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park that includes, among other things, the availability of adequate replacement housing in mobilehome parks and relocation costs. Existing law requires the person proposing the change in use to provide the report to a resident of each mobilehome park at least 15 days before the hearing on the impact report by the advisory agency or legislative body. Existing law requires the legislative body or advisory agency to review the report before any change of use, and authorizes the legislative body or advisory agency, as a condition of the change of use, to require the person or entity to take steps to mitigate any adverse impact on the ability of displaced residents to find adequate housing in a mobilehome park.

This bill would, instead, require that report to include a replacement and relocation plan that adequately mitigates the impact on the ability of displaced residents of the mobilehome park to be converted or closed to find adequate housing in a mobilehome park. The bill would also require the person or entity proposing the change in use to pay for, and include in that report, an appraisal that determines, as specified, the in-place market value of a mobilehome of a displaced resident who cannot obtain adequate housing in another mobilehome park. The bill would require the person proposing the change in use to provide the report to a resident of each mobilehome in the mobilehome park at least 60 days before the hearing. ~~If a resident of a mobilehome is not in agreement with the appraisal, then the resident may submit, within 14 days of receiving the report, to the legislative body or advisory agency an additional appraisal of the in-place market value of the resident's mobilehome.~~ The bill would require the legislative body or advisory agency, before approving the change of use, to review the report and any additional ~~appraisals submitted, to determine the in-place market value of a displaced resident's mobilehome if there is a discrepancy between the appraisals,~~ *relevant documentation* and to make a finding ~~that the~~ *as to whether or not* approval of the *park* closure ~~of the park~~ and ~~of its~~ *the park's* conversion into its intended new ~~use~~ *use, when considered together with any associated mitigation payments or plans,* will ~~not~~ result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction. By placing new requirements on local legislative bodies when approving permits for a change of use for

mobilehome parks, this bill would impose a state-mandated local program. The bill would require the person or entity proposing the change in use to pay to a displaced resident unable to obtain adequate housing in another mobilehome park the in-place market value of the displaced resident's mobilehome.

Existing law, the Subdivision Map Act, requires an impact report to be filed at the time of filing a tentative or parcel map for a subdivision to be created from the conversion of a mobilehome park or floating home marina to another use that, among other things, addresses the availability of adequate replacement space in mobilehome parks or floating home marinas, and requires the subdivider to make the report available to each resident of the mobilehome park or floating home marina at least 15 days before the hearing on the map filing by the advisory agency or legislative body. Existing law authorizes a legislative body or advisory agency to require the subdivider to take steps to mitigate any adverse impact on the ability of displaced residents to find adequate space in a mobilehome park or floating home marina. Under existing law, any violation of the Subdivision Map Act is a misdemeanor.

This bill would, instead, require the report to meet requirements of the Planning and Zoning Law relating to the conversion of a mobilehome park to another use, as described above. The bill would also apply those requirements to conversion of a floating marina. The bill would require the legislative body or advisory agency to require the subdivider to take steps to mitigate any adverse impact on the ability of displaced residents to obtain a comparable mobilehome or floating home, or a comparable available space, in a mobilehome park or floating home marina. The bill would also make conforming changes. By placing new requirements on local legislative bodies when approving the conversion of a mobilehome park or floating home marina, and by expanding the scope of a crime, this bill would impose a state-mandated local program.

Existing law, the Mobilehome Residency Law, prescribes various terms and conditions of tenancies in mobilehome parks. Existing law exempts a rental agreement in a mobilehome park that is in excess of 12 months' duration, and that meets other specified requirements, from local ordinances and initiative measures that establish a maximum amount that a landlord may charge a tenant for rent, commonly referred to as rent control.

This bill would prohibit the above-described exemption from rent control in mobilehome parks for rental agreements from applying to a

rental agreement entered into on or after February 13, 2020. The bill would repeal these provisions on January 1, 2025. The bill would declare that these provisions are severable. This bill would make related findings and declarations.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

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

SECTION 1. The Legislature finds and declares all of the following:

(a) Based on data released by the Department of Finance in May of 2019, there are approximately 560,000 mobile and manufactured homes in the State of California.

(b) The economic hardships brought on by the COVID-19 pandemic will likely cause many households difficulty in remaining current on their rental or mortgage housing payments through no fault of their own.

(c) A study released in June of 2017 by the Rosen Consulting Group and the University of California, Berkeley suggests that the economic and health impacts of a widespread economic crisis, such as the one currently being experienced due to the COVID-19 pandemic, is likely to disproportionately impact mobilehome residents, who are typically older than the general population.

(d) Without emergency action to prevent the displacement of mobilehome residents who have fallen behind on space rental payments, there will likely be a significant increase in homelessness, exacerbating the ongoing homelessness crisis in the state.

(e) Those experiencing homelessness will not be able to comply with public health orders related to social distancing and self-quarantining, nor will they have access to facilities for maintaining good hygiene.

(f) According to the Mobile Home Park Home Owners Allegiance, as of March 3, 2020, there were nine counties and 83

cities throughout California that enacted mobilehome rent stabilization ordinances that provide residents with tenant protections against unexpected and substantial rent increases.

(g) There is a current and immediate threat to the public health, safety, and welfare of California residents and a need for the immediate preservation of the public peace, health, and safety that warrants the amendments to Section 798.17 of the Civil Code, as set forth in this bill, based upon the facts set forth in this section.

SEC. 2. Section 798.17 of the Civil Code is amended to read:

798.17. (a) (1) Except as provided in subdivisions (i), (j), and (k), rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

(2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.

(4) The homeowner who signs a rental agreement pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of returning the signed rental agreement to management. This paragraph shall only apply if management provides the homeowner a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(5) The homeowner who signs a rental agreement pursuant to this section may void the agreement within 72 hours of receiving an executed copy of the rental agreement pursuant to Section 798.16. This paragraph shall only apply if management does not provide the homeowner with a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.

(d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.

(e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure, a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule,

regulation, or initiative measure. No other fee or other exaction shall be imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of receipt of an executed copy of the rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

(g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993, shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

(h) This section does not apply to or supersede other provisions of this part or other state law.

(i) This section shall not apply to any rental agreement entered into on or after January 1, 2021.

(j) This section shall not apply to any rental agreement entered into from February 13, 2020, to December 31, 2020, inclusive.

(k) This section shall remain in effect until January 1, 2025, and as of that date is repealed. As of January 1, 2025, any exemption pursuant to this section shall expire.

(*l*) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 3. Section 798.56 of the Civil Code is amended to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure.

A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions

within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder, or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 60 days' written notice that the management will be appearing before a

local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) (A) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

(B) If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the proposed homeowner's tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in this ~~Section~~ *section* and Section 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

SEC. 4. Section 65863.7 of the Government Code is amended to read:

65863.7. (a) (1) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)), or prior to closure

of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use of the mobilehome park. The report shall include a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the mobilehome park to be converted or closed to find adequate housing in a mobilehome park.

(2) (A) If a displaced resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change of use shall pay to the displaced resident the in-place market value of the displaced resident's mobilehome.

(B) For the purposes of this paragraph, except as specified in subparagraph (B) of paragraph (1) of subdivision (e), in-place market value shall be determined by a state-certified appraiser with experience establishing the value of mobilehomes. The appraisal shall be based upon the current in-place location of the mobilehome and shall assume the continuation of the mobilehome park.

(C) The person or entity proposing the change of use shall pay for an appraisal specified in subparagraph (B) and shall include the appraisal in the report specified in paragraph (1).

(b) ~~(1)~~ The person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 60 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body.

~~(2) If a resident of a mobilehome is not in agreement with the appraisal included in the report pursuant to subparagraph (C) of paragraph (2) of subdivision (a), then the resident may submit, within 14 days of receiving the report pursuant to paragraph (1), to the legislative body or advisory agency, as applicable, an additional appraisal of the in-place market value of the resident's mobilehome pursuant to subparagraph (B) of paragraph (2) of subdivision (a). The person proposing the change in use shall not be responsible for the expenses of the additional appraisal authorized by this paragraph.~~

(c) When the impact report is filed prior to the closure or cessation of use, the person or entity proposing the change shall provide a copy of the report to a resident of each mobilehome in

the mobilehome park at the same time as the notice of the change is provided to the residents pursuant to paragraph (2) of subdivision (g) of Section 798.56 of the Civil Code.

(d) When the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and shall have a right to, a hearing before the legislative body on the sufficiency of the report.

(e) (1) Before the approval of any change of use, the legislative body, or its delegated advisory agency, shall do all of the following:

(A) Review the report and any additional ~~appraisals submitted pursuant to paragraph (2) of subdivision (b).~~ *relevant documentation.*

~~(B) Determine the in-place market value of a displaced resident's mobilehome if there is a discrepancy between the appraisal paid for by the person or entity proposing the change in use pursuant to subparagraph (C) of paragraph (2) of subdivision (a) and an appraisal submitted by a displaced resident pursuant to paragraph (2) of subdivision (b).~~

~~(C)~~

(B) Make a finding ~~that the~~ *as to whether or not* approval of the *park* closure ~~of the park~~ and ~~of its~~ *the park's* conversion into its intended new ~~use~~ *use, when considered together with any associated mitigation payments or plans,* will ~~not~~ result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction.

(2) The legislative body, or its delegated advisory agency, may require, as a condition of the change, the person or entity proposing the change in use to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park.

(f) If the closure or cessation of use of a mobilehome park results from the entry of an order for relief in bankruptcy, the provisions of this section shall not be applicable.

(g) The legislative body may establish reasonable fees pursuant to Section 66016 to cover any costs incurred by the local agency in implementing this section and Section 65863.8. Those fees shall be paid by the person or entity proposing the change in use.

(h) This section is applicable to charter cities.

(i) This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).

(j) This section is applicable when the closure, cessation, or change of use is the result of a decision by an enforcement agency, as defined in Section 18207 of the Health and Safety Code, to suspend the permit to operate the mobilehome park. In this case, the mobilehome park owner is the person proposing the change in use for purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).

(k) This section establishes a minimum standard for local regulation of the conversion of a mobilehome park to another use, the closure of a mobilehome park, and the cessation of use of the land as a mobilehome park and shall not prevent a local agency from enacting more stringent measures.

SEC. 5. Section 66427.4 of the Government Code is amended to read:

66427.4. (a) At the time of filing a tentative or parcel map for a subdivision to be created from the conversion of a mobilehome park or floating home marina to another use, the subdivider shall adhere to the requirements of Section 65863.7 relating to the impact of the conversion upon the displaced residents of the mobilehome park or floating home marina to be converted.

(b) The legislative body, or an advisory agency that is authorized by local ordinance to approve, conditionally approve, or disapprove the map, in addition to complying with other applicable law, shall be subject to Section 65863.7 relating to requiring mitigation of any adverse impact of the conversion on the ability of displaced mobilehome park or floating home marina residents to find adequate housing in a mobilehome park or floating home marina, respectively.

(c) This section establishes a minimum standard for local regulation of conversions of mobilehome parks and floating home marinas into other uses and shall not prevent a local agency from enacting more stringent measures.

(d) This section shall not be applicable to a subdivision that is created from the conversion of a rental mobilehome park or rental floating home marina to resident ownership.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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SENATE JUDICIARY COMMITTEE
Senator Hannah-Beth Jackson, Chair
2019-2020 Regular Session

AB 2782 (Mark Stone)
Version: August 6, 2020
Hearing Date: August 13, 2020
Fiscal: Yes
Urgency: No
TSG

SUBJECT

Mobilehome parks: change of use

DIGEST

This bill makes two changes to the laws regulating mobilehomes. First, it modifies the conditions that must be met when converting a mobilehome park to another use. Specifically, the bill (a) extends the length of notice that parks must give to residents in advance of appearing before local authorities to request permission for the change; (b) requires mobilehome parks to compensate the displaced resident for the in place market value of their mobilehome if the residents cannot relocate to another mobilehome park; and (c) prohibits local authorities from approving the change in use unless they find that it will not result in a shortage of affordable housing within the local jurisdiction. Separately, the bill also removes a provision in state law that exempts mobilehome leases from any otherwise applicable local rent control ordinance if, among other specified conditions, the lease term is greater than one year.

EXECUTIVE SUMMARY

In the most common mobilehome scenario, the mobilehome owner holds title to the mobilehome itself while renting the land beneath it from the mobilehome park. That split, combined with the fact that it is usually extremely expensive and often physically impossible to move a mobilehome (in spite of the name), means that the value of the mobilehome itself is fundamentally tied to the continued existence and operation of the park. Because of this dynamic, and because mobilehome parks constitute a significant source of affordable housing in many California communities, special laws apply when a mobilehome park intends to close down and convert the property to another use. Currently, those laws require parks to give residents 15 days' advance notice when the park expects to appear before local authorities to request the change in use. This bill would extend that notice period to 60 days. The existing law also permits local authorities to condition approval of the change on the park taking steps to mitigate adverse effects on displaced residents, so long as those steps do not exceed the cost of relocation. This bill, in contrast, would require parks to compensate displaced residents for the in-place market value of their mobilehomes if the displaced residents cannot find

adequate housing in another mobilehome park. Finally, the bill prohibits local authorities from approving the change in use unless they find that approval will not result in a shortage of affordable housing within the local jurisdiction.

Separately, the bill also addresses local discretion with regard to rent control in the mobilehome context. To protect the affordability of mobilehome living and in recognition that mobilehome owners cannot simply move out in response to large rent increases, many local jurisdictions in California have passed ordinances that control how much a mobilehome park can increase the rent it charges to residents. Since 1985, however, state law has preempted the application of local rent control laws to mobilehome leases that are more than one year long. As a result, mobilehome parks can avoid local efforts to control the rate of mobilehome rent increases by entering into long-term leases with residents. This bill would phase out the statewide exemption for such long-term leases, thus restoring full local control over restrictions on mobilehome rent increases, regardless of the length of the mobilehome lease in question.

The bill is sponsored by California Rural Legal Assistance Foundation, Inc., the Golden State Manufactured Home Owners' League, and the Los Angeles County Board of Supervisors. Support is from mobilehome residents and affordable housing advocates. Opposition is from park owners and realtors who contend that it would effectively prohibit mobilehome park owners from converting their property to any other use.

PROPOSED CHANGES TO THE LAW

Existing law:

1) Establishes that a mobilehome park may only terminate space tenancies within the park based on change of use if:
   a) the management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park; (Civ. Code § 798.56(g)(1));
   b) after all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management has given the homeowners six months' or more written notice of termination of tenancy or, if the change of use requires no local governmental permits, then notice must be given at least 12 months before the management's determination that a change of use will occur; (Civ. Code § 798.56(g)(2)) and
   c) the termination notice discloses and describes the nature of the change in use in detail. (Civ. Code § 798.57.)

2) Establishes the following requirements for local agency approval of a mobilehome park closure or other change in use:
   a) prior to the change in use, the person or entity proposing it must file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs;
   b) the person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 15 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body;
   c) when the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and must have a right to, a hearing before the legislative body on the sufficiency of the report; and
   d) the legislative body, or its delegated advisory agency, must review the report, prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate must not exceed the reasonable costs of relocation. (Gov. Code § 65863.7.)

3) Provides for all of the following in relation to the conversion of a mobilehome park or floating home marina to another use, except where a subdivision that is created from the conversion of a rental mobilehome park or rental floating home marina to resident ownership:
   a) at the time of filing a tentative or parcel map for a subdivision to be created from the conversion, the subdivider shall also file a report on the impact of the conversion upon the displaced residents of the mobilehome park or floating home marina. In determining the impact of the conversion on displaced mobilehome park or floating home marina residents, the report shall address the availability of adequate replacement space in mobilehome parks or floating home marinas;
   b) the subdivider shall make a copy of the report available to each resident of the mobilehome park or floating home marina at least 15 days prior to the hearing on the map by the advisory agency or, if there is no advisory agency, by the legislative body;
   c) the legislative body, or an advisory agency that is authorized by local ordinance to approve, conditionally approve, or disapprove the map, may require the subdivider to take steps to mitigate any adverse impact of the conversion on the ability of displaced mobilehome park or floating home marina residents to find adequate space in a mobilehome park or floating home marina, respectively; and
   d) local agencies may enact more stringent measures.

4) Allows local jurisdictions to impose mobilehome rent control laws, provided that parks can still earn a fair return on their investment. (*Cacho v. Boudreau* (2007) 40 Cal.4th 341, 350.)

5) Exempts a mobilehome lease from any otherwise applicable local mobilehome rent control ordinance adopted, if the lease meets all of the following:
   a. the rental agreement is in excess of 12 months' duration;
   b. the rental agreement is entered into between the management and a homeowner for the personal and actual residence of the homeowner;
   c. the homeowner was given at least 30 days from the date the rental agreement is first offered to accept or reject the rental agreement;
   d. the homeowner was given 72 hours after receiving a copy of the signed rental agreement in specified manners. (Civ. Code § 798.17.)

This bill:

1) Makes a series of findings and declarations regarding the number of mobilehomes in California, the number of jurisdictions that have mobilehome rent control, the potential of COVID-19 to render many mobilehome residents homeless, and the impact of homelessness on people's ability to follow public health guidance to prevent spread of COVID-19.

2) Extends, from 15 to 60 days, the advance notice of a hearing before a local agency to seek approval of a change in park use that mobilehome parks must give to mobilehome park tenants as a precondition for terminating tenancies on the basis of that change in use.

3) Requires mobilehome parks that are closing to compensate the displaced residents for the in-place market value of their mobilehome if the residents cannot relocate to another mobilehome park.

4) Prohibits local authorities from approving the change in use unless they find that it will not result in a shortage of affordable housing within the local jurisdiction.

5) Makes state law preempting the application of local rent control ordinances to mobilehome leases that are over a year in length and meet other specified conditions inapplicable to leases entered into on or after February 13, 2020.

6) Repeals the exemption from local rent control ordinances for all mobilehome leases that are over a year in length, effective January 1, 2025.

COMMENTS

1. Proposed modifications of the procedures for local approval of mobilehome park closures

Existing law provides for a process under which mobilehome park owners must apply for approval from local authorities to shut down or otherwise change the property's use. (Gov. Code § 65863.7.) That approval process is meant to force consideration of the impact of the closure on the displaced residents and on affordable housing in the community as a whole. In spite of the existence of this approval process, according to a 2019 study undertaken by California Rural Legal Assistance Foundation, Inc., one of the sponsors of this bill:

> Information collected by the California Housing and Community Development Department (HCD) shows that at least 565 mobile home and recreational vehicle parks have been converted to another use or closed in California between March 22, 1998 and March 22, 2019, causing the loss of at least 17,149 spaces and the homes that were on them. (Constantine, Preliminary California Mobile Home Park Closure Study (Oct. 2019) California Rural Legal Assistance Foundation, Inc., on file with the Committee, p. 1. Footnotes omitted.)

The report concludes that the overwhelming majority of these lost units represented affordable housing and, in most instances, that affordable housing was replaced with higher end homes. (Id. at pp. 2-3.)

From these trends, the author and sponsors conclude that the existing process for approval of mobilehome park change in use needs to be fortified to provide greater protections for the displaced residents as well as greater protection for the wider community against the loss of affordable housing options. This bill is designed to strengthen the change in use approval process in exactly those ways. It does so through three primary components, discussed below.

a. Requiring in-place value compensation for displaced mobilehome owners

First, whereas existing law simply says that the legislative body or advisory agency reviewing the change in use may require the proponent to mitigate any adverse impact on the displaced resident's ability to find adequate alternative housing in a mobilehome park, the cost of any required mitigation cannot exceed the reasonable costs of relocation. As a result, many displaced mobilehome residents will receive compensation that is, at best, a fraction of the value of the asset they are losing as result of the park closure. By contrast, this bill is more prescriptive. Under the bill, if a displaced mobilehome owner cannot be relocated to another mobilehome, then the person or entity proposing the park closure must compensate the mobilehome owner in full for the current, in-place value of the mobilehome, as determined by appraisal.

As the Assembly Housing and Community Development Committee analysis of this bill points out, this provision in the bill is consistent with what several local jurisdictions already require of a park when it contemplates closing down and putting the property to a different use. (*See* Asm. Housing and Community Development Analysis of AB 2782 (2019-2020 Reg. Sess.) at pp. 6-7, citing, as examples, City of Westminster Ordinance 17.400.090(H)(1) and City of Citrus Heights Sec. 66-225(2).)

b. Requiring findings about the impact on local affordable housing availability

Second, the bill in print requires a local jurisdiction reviewing a proposed change in use to make a finding, before approval of the change in use, that the proposed change in use will not result in a reduction in affordable housing within that jurisdiction. In this regard, the bill in print may not be sufficiently clear about what the local jurisdiction is to consider when making this finding. Is it just the change in use itself? Or is it the broader proposal, including any mitigation that the proponent will do in conjunction with the change in use? That matters, because a park closure (the most obvious change in use), when viewed separately from mitigation steps, like opening another mobilehome park in the same jurisdiction or contributing to the jurisdiction's affordable housing development fund, will nearly always result in a loss of affordable housing. The only possible exception would be some sort of high-end mobilehome park without

a single affordable unit anywhere in it. As a result, unless the local jurisdiction can consider proposed mitigation as well, the opponents of this bill are correct that it would effectively prohibit all mobilehome closures altogether, no matter how good the public policy rationale and even if, with mitigation, no loss in overall affordable housing would result.

An alternative approach would be to require transparency from the local jurisdiction without limiting its authority to approve the proposed change in use. This could be accomplished by requiring the local jurisdiction to make a finding as to whether or not approving the change in use will result in a loss of affordable housing in the jurisdiction, but allow the local jurisdiction to approve the proposal regardless of the outcome of the finding. In other words, a local jurisdiction would be able to find that the change in use will cause a reduction in affordable housing in that jurisdiction and still approve the proposal anyway.

The author has indicated his intent to offer amendments in Committee that would provide the needed clarification. Those amendments make plain that a local jurisdiction should consider both the park closure and any associated mitigation when reaching its finding about the impact of the proposal on the stock of local affordable housing. The author's proposed amendments further clarify that local jurisdictions would have the power to approve a proposed change in use whether or not their findings indicate that the proposal will cause a reduction in affordable housing in the jurisdiction. In essence, the local jurisdiction's findings become a basis for transparency, not a limitation on the local jurisdiction's authority to approve a proposed change in use.

c. Greater advance notice of public hearing about the proposed park closure

Finally, the bill extends the advance notice about a public hearing regarding the park closure that mobilehome parks must give their residents as a precondition for terminating the resident's tenancy. Specifically, as the law stands now, parks that are planning to close must alerts their residents at least 15 days in advance of any hearing at which the park will appear before the local jurisdiction to seek approval of its plan to close. (Civ. Code § 798.56(g)(1).) If the park fails to provide this advance notice about the hearing, the park cannot lawfully proceed to terminate the resident's tenancy based on the closure. Fifteen days is not very much time for park residents to gather information about the proposed closure or prepare their evidence and testimony for the hearing. With that difficulty in mind, presumably, this bill would extend the required advance notice to 60 days, instead.

2. <u>Policy and constitutional considerations related to the proposed changes to the park closure approval process</u>

Opponents of this bill assert that it will effectively prevent mobilehome parks from closing and that, as a result, mobilehome property will not necessarily be put to its best

use. For example, in its letter opposing the bill, Western Manufactured Housing Communities Association (WMA) suggests that, under AB 2782, local governments would not be able to convert mobilehome parks near transit hubs into mixed use residential complexes with apartment towers. Similarly, WMA asserts that AB 2782 would have prevented past projects such as the closure of De Anza Cove mobilehome park on Mission Bay in San Diego for environmental reasons or the conversion of El Morro mobilehome park into Crystal Cove State Park.

Given the amendments that the author proposes to take in Committee, there is no longer anything in the bill that would stop local jurisdictions from pursuing the type of projects that WMA mentions. It may be the case, however, that such projects would become more expensive to undertake under AB 2782, since the bill requires full compensation of displaced mobilehome residents for the value of the asset they are losing.

Beyond their policy objections, the opponents further argue that the bill could be construed as an unconstitutional taking of property.

Both the United States and California Constitutions guarantee real property owners "just compensation" when their land is taken for a public use. (Cal. Const., art. I, § 19; U.S. Const., 5th Amend.) The California Supreme Court has held that, in general, the takings clause in the California Constitution should be construed "congruently" with the federal takings clause. (*San Remo Hotel v. City and County of San Francisco* (2002) 27 Cal.4th 643, 664.) Under this jurisprudence, there are two primary kinds of takings: physical invasion of property and so-called "regulatory takings." Only the latter is potentially at issue here.

The courts have recognized regulatory takings when the government imposes restrictions on the use of a property to such a degree that the owner is effectively denied all economically beneficial or productive use of the land in question. (*Santa Monica Beach v. Superior Court* (1999) 19 Cal.4th 952, 964.) Nothing in AB 2782 appears to go that far. Mobilehome park owners would retain the choice to continue operating the park or to seek a change in use of the property. Making that change might be more expensive under AB 2782 than it otherwise would be since, as previously discussed, parks might have to compensate the displaced residents for the in-place value of their mobilehomes as part of the change in use, but that does not necessarily mean that the park owner could not to utilize the property for any economically beneficial or productive purpose.

3. Background on state preemption of local mobilehome rent control

Tension between local and state authority is a recurring theme in the history of rent control in California. With respect to residential rental housing, rent control measures first sprung up in a number of local jurisdictions in the 1970s and 1980s. Landlord associations and property rights advocates challenged these measures in court, but,

subject to certain constitutional limitations, the courts ultimately upheld local authority to enact rent control. (*Birkenfeld v. Berkeley* (1976) 17 Cal.3d 129.) Opponents of rent control therefore turned to the Legislature for help reining in local rent control laws. A prolonged legislative battle culminated in passage of the Costa-Hawkins Act. (AB 1164, Hawkins, Ch. 331, Stats. 1995.) Costa-Hawkins greatly limits how strict a local residential rent control measure can be and how broadly it can be applied. (Civ. Code §§ 1954.50-1954.535.)

A similar dynamic has played out in the context of rent control as applied to mobilehomes. Even more than other residential tenants, mobilehome owners cannot simply pick up and move in response to rent increases. Despite their names, many mobilehomes cannot, in fact, be moved, and for those mobilehomes that can be moved, the cost is generally quite high. Recognizing the particular leverage that this dynamic gives to mobilehome parks over their residents, approximately a hundred local jurisdictions within California have enacted some form of mobilehome rent control. In response, the Legislature has passed legislation partially preempting local governments' authority in this area. For example, state law blocks local jurisdictions from imposing rent control on newly constructed mobilehome spaces, defined as newly constructed spaces initially held out for rent after January 1, 1990. (Civ. Code §§ 798.7 and 798.45.) Another example is the provision at issue in this bill, Civil Code § 798.17, a state law which exempts leases of over one year from any otherwise applicable local rent control ordinances.

As originally enacted, Civil Code Section 798.17 simply exempted a mobilehome lease from local rent control if the lease was greater than a year in length and so long as prominent language in the lease informed the mobilehome tenant about the exemption. (SB 1352 (L. Greene, Ch. 1084, Stats. 1985).) Almost immediately, however, the Legislature added more preconditions to the contractual circumstances that would support the exemption. Specifically, the Legislature required parks to give residents at least 30 days before deciding whether to accept or reject the offer. Additionally, the Legislature mandated that parks give residents a 72-hour period in which to void a long-term, rent control exempt lease after signing it. These "cooling off" provisions appear to recognize the danger that mobilehome residents might be pressured or incentivized to enter quickly into long-term, rent control exempt leases without immediately realizing what they were giving up. Finally, the Legislature established that mobilehome residents who reject the long-term, rent control-exempt lease offered to them must be given a shorter, rent controlled lease on the same essential terms. (SB 2026 (Petris, Ch. 1416, Stats. 1986).)

The park owners who oppose this bill assert that these basic procedural protections are sufficient to ensure that parks cannot take advantage of park residents. According to this viewpoint, if park residents choose to enter into long-term, rent control-exempt leases, it is only because they perceive some benefit in such a lease that outweighs the value of rent control. The author and proponents of this bill, conversely, believe that the

protections in existing law do little to overcome the fundamental asymmetry at the heart of this bargaining relationship. In contrast to most mobilehome residents, park owners are constant and repeat players in mobilehome lease negotiations, they are versed in mobilehome law, and they often have ready access to sophisticated legal counsel.

4. What the bill does and does not do with respect to local mobilehome rent control

In considering the merits of this bill, the Committee may find it helpful to distinguish between what the bill does and does not do.

Nothing in the bill prohibits residents and parks from entering into long term leases. The only difference would be that, where a local rent control ordinance is in place, the terms of any long-term lease would have to comply with that rent control ordinance.

Nothing in the bill requires any local jurisdiction to adopt rent control for mobilehomes if it does not wish to do so. Local jurisdictions would maintain their current authority to adopt mobilehome rent control measures – or not – as they see fit. Only the scope of that local authority would change. Under existing law, local governments are powerless to force leases of over a year in length to comply with their mobilehome rent control ordinances. Under this bill, local governments would have that option.

Nothing in the bill requires local jurisdictions to apply rent control to long-term leases. Any local jurisdiction that likes the currently existing exemption from rent control for long-term leases would be free to maintain it, or add it, as a provision of their local ordinance.

What the bill does do is lift a statewide limitation on the authority of local governments to apply rent control to long-term mobilehome leases. It would mean that any jurisdiction which has elected to enact rent control for mobilehomes could also decide whether that rent control should apply to long-term mobilehome leases – or not – at its own discretion and without the interference of a statewide mandate.

5. Constitutional considerations relating to applying rent control to existing long-term leases

There are no constitutional concerns about application of this bill to mobilehome leases executed after the bill enters into force. Two components of the bill would have the practical effect of modifying some existing mobilehome leases, however. They therefore warrant review for constitutionality.

First, upon enactment, the bill would apply retroactively to all mobilehome leases executed on or after February 13, 2020. Thus: if a resident and a park executed a lease during this calendar year, if that lease is longer than one year, if that lease corresponds

to a mobilehome space that is covered by a local mobilehome rental control ordinance, and if that lease provides for greater rent increases over time than the local mobilehome rent control permits, then this bill would operate to limit the rent increases under the lease to the maximum permissible under the ordinance. The purpose behind this provision is to prevent mobilehome parks from anticipating enactment of this bill and evading its intended effect by rushing to sign residents to long-term, rent control-exempt leases before the bill becomes operative.

Second, in four years' time, the bill acts to repeal the state preemption preventing application of local mobilehome rent control laws to leases of greater than one year, regardless of when they were executed. Thus, beginning January 1, 2025, all mobilehome leases, regardless of length, would become subject to any locally applicable mobilehome rent control ordinance from that point forward. As a result, if the terms of any then-existing mobilehome lease, no matter when executed, call for higher rent increases greater than what is permissible under the local rent control ordinance, the provisions of the local rent control ordinance would supersede the terms of the lease going forward.

In opposition to the bill, both the California Mobilehome Parkowners Association and the Western Manufactured Home Association (WMA) assert that these two aspects of the bill amount to unconstitutional interference with contracts.

The Contracts Clause of the U.S. Constitution provides that "[n]o state shall … pass any Law impairing the Obligation of Contracts." (U.S. Const. Art. I, § 10, cl. 1). The California Constitution, similarly, declares that "[a]… law impairing the obligation of contracts may not be passed." (Cal. Const., art. 1, § 9.) Because the two provisions are parallel, the same legal analysis applies to both. (*Campanelli v. Allstate Life Ins. Co.* (9th Cir. 2003) 322 F.3d 1086, 1097, citing *Calfarm Ins. Co. v. Deukmejian* (1989) 48 Cal.3d 805.)

Though the contract clauses speak in absolute terms, courts have long held that they do not prohibit all state action that results in the modification of a contract. (*Lyon v. Flournoy* (1969) 271 Cal.App.2d 774, 782.) Instead, as the U.S. Supreme Court recently articulated in *Sveen v. Melin* (2018) 138 S. Ct. 1815, whether a state law violates the Contracts Clause must be determined through a two-step test. The threshold question is whether the state law operates as a "substantial impairment of a contractual relationship." If not, the state law does not violate the Contracts Clause. If so, then the state law may still be constitutional if it is drawn in an "appropriate" and "reasonable" way to advance "a significant and legitimate public purpose." (*Id.* at 1821-22.)

a. Is the impairment substantial?

In deciding whether a state law substantially impairs a contract or not, courts consider the extent to which the law undermines the contractual bargain, interferes with a

party's reasonable expectations, and prevents the party from safeguarding or reinstating the party's rights. (*Sveen v. Melin* (2018) 138 S. Ct. 1815, 1821-22.)

Applying this standard to the bill, it would appear to be a close case. This bill would not change the base rent due under the lease nor would it alter any other essential term of the lease. It would, however, modify the amount by which the rent could be increased under the lease. The extent of that modification would depend, in each instance, on how much the rent increases demanded by the lease deviate from those permitted under the applicable rent control ordinance. Yet, even that calculation is somewhat speculative and might overstate the extent of the modification, since most local rent control ordinances contain a provision enabling parks to petition for approval of rent increases beyond the generally permissible amount, if the park contends that the higher increase is necessary for it to achieve the "fair return" to which it is constitutionally entitled. (*Cacho v. Boudreau* (2007) 40 Cal.4th 341, 350.) So, it is hard to say to what extent the bill does or does not undermine the lease.

What seems clearer is that the possibility of such a modification falls within the parties' reasonable expectations. A reviewing court would likely take into consideration that the residential rental housing industry, and rental rates in particular, have long been the subject of government regulation in California. In determining whether a law effects a "substantial impairment" or not, courts "are to consider whether the industry the complaining party has entered has been regulated in the past." (*Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, at 242, n. 13, citing *Veix v. Sixth Ward Bldg. & Loan Assn.* (1940) 310 U.S. 32, 38 ("When he purchased into an enterprise already regulated in the particular to which he now objects, he purchased subject to further legislation upon the same topic."). Here, the record is pretty plain. As detailed in Comment 1, above, the residential rental housing industry, and rental rates in particular, have long been the subject of government regulation in California. Just last year, the Legislature deliberated at length over whether to impose a statewide rent control measure and eventually enacted one. (*See* AB 1482, Chiu, Ch. 597, Stats. 2019.) Although mobilehomes were excluded from the final version of that bill, earlier versions did encompass them. Moreover, just four years ago, the Legislature considered a bill nearly identical to this one. (AB 2351, R. Hernández, 2016.)

b. Is the bill drawn in an appropriate and reasonable way to advance a significant and legitimate public purpose?

Modern case law makes it clear that the state and federal contracts clauses do not strip states of their police powers:

> [T]he Contract Clause does not operate to obliterate the police power of the States. "It is the settled law of this court that the interdiction of statutes impairing the obligation of contracts does not prevent the State from exercising such powers as are vested in

> it for the promotion of the common weal, or are necessary for the general good of the public, though contracts previously entered into between individuals may thereby be affected. (*Allied Structural Steel Co. v. Spannaus* (1978) 438 U.S. 234, 241, citing *Manigault v. Springs* (1905) 199 U.S. 473, 480.)

Even where a state law does substantially impair a contract, therefore, it still passes constitutional muster so long as it is drafted in a reasonable and appropriate way to advance a significant and legitimate public purpose. (*Sveen v. Melin* (2018) 138 S. Ct. 1815, 1821-22.)

Few would argue that maintaining affordable housing generally and protecting vulnerable tenants from being priced out of their mobilehomes, specifically, are illegitimate or insignificant government interests. Statistical evidence amply supports the widespread impression that California is experiencing a rental housing affordability crisis. Rents throughout California have been increasing at astronomical rates throughout much of the past decade. According to media reports, the average annual rent increase in Oakland, San Francisco, and San Jose was over 10 percent in 2014.[1] Southern California has not fared much better. Average rent increases in Los Angeles County between 2011 and 2018 were 34 percent.[2] As a result, a majority of California tenant households qualify as "rent-burdened," meaning that 30 percent or more of their income goes to the rent. Over a quarter of California tenant households are "severely rent-burdened" meaning that they spend over half their income on rent alone.[3]

Both supporters and opponents of this bill agree that, within this wider context, California's mobilehome communities represent a bastion of relative affordability. Perhaps for that reason, some of California's most vulnerable populations are heavily represented among mobilehome residents.

If maintaining affordable housing and keeping vulnerable mobilehome residents from being priced out of their homes are significant and legitimate public interests, that leaves the question of whether the bill is drawn in a reasonable or appropriate way to advance those interests. The two components of the bill that would operate to modify existing leases are drafted to respond to specific policy concerns. The first provision – applying any local rent control to long-term leases executed after January 1, 2020 –

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[1] Pender, *After Lull, Bay Area Rents Are Rising Again, But Not Like Before* (Jan. 12, 2019) San Francisco Chronicle https://www.sfchronicle.com/business/networth/article/After-lull-Bay-Area-rents-are-rising-again-but-13528213.php (as of May 15, 2020).
[2] Snibbe and Collins, *California Rents Have Risen to Some of the Nation's Highest* (Feb. 15, 2018) Los Angeles Daily News https://www.dailynews.com/2018/02/15/california-rent-rates-have-risen-to-some-of-the-nations-highest-heres-how-that-impacts-residents/ (as of May 15, 2020).
[3] Kimberlin, *California's Housing Affordability Crisis Hits Renters and Households With the Lowest Incomes the Hardest* (Apr. 2019) California Budget & Policy Center https://calbudgetcenter.org/resources/californias-housing-affordability-crisis-hits-renters-and-households-with-the-lowest-incomes-the-hardest/ (as of May 15, 2020).

prevents mobilehome parks from pressuring residents into executing long-term leases while this bill is under consideration and thereby evading its purpose.

The second provision – applying any local rent control to all long-term mobilehome leases beginning January 1, 2025 – strikes a policy balance. On the one hand, it responds to the reality that many mobilehome owners occupy their space under lengthy, multi-year leases. If the bill did not apply to all existing leases within a few years, therefore, it would be many years before many mobilehome residents would obtain any of the rent control protections that local governments may have adopted and that this bill seeks to make available. On the other hand, immediately lifting the state's preemption on application of local rent control gives parks and residents little time to adjust to the change. The author explains that "[g]iving advance notice of the January 1, 2025 repeal date creates certainty for both park owners and space renters as to when they will be subject to local rent stabilization laws."

There is disagreement, as evidenced by the opposition to this bill, about whether giving local governments the discretion to apply rent control to long-term mobilehome contracts is wise policy, but there does appear to be a clear nexus between the bill's goals – to maintain affordable housing and protect vulnerable mobilehome residents – and the means it employs to reach those goals. Whatever the policy disagreements, as a legal matter it seems hard to argue that the bill is drawn in a way that is either unreasonable or inappropriate for the interests it seeks to advance.

c. Conclusion and relevance of the severability provision

Though opponents of the bill argue that it violates the state and federal constitutional prohibition on impairment of contracts, the weight of jurisprudence appears to suggest that a court would not find such a violation. Even if a reviewing court ruled that the bill substantially impairs the mobilehome leases in question, it would likely conclude that the bill is an appropriate and reasonable way to advance California's need to address its affordable housing crisis, protect vulnerable mobilehome park residents, and respond to problems associated with the asymmetric bargaining relationship between mobilehome parks and mobilehome residents when negotiating leases.

Nonetheless, anticipating the possibility that a court could come to the opposite conclusion, the bill contains a severability clause. In the event that a court did strike down the bill's effect on existing mobilehome leases, therefore, the bill should still apply to all mobilehome leases entered into after the bill becomes operative.

6. Impacts on the prevalence of long-term leases and their asserted benefits

As previously mentioned, nothing in this bill would prohibit residents and parks from entering into long-term leases. Nonetheless, in opposing the bill, Western Manufactured Housing Communities Association (WMA) asserts that it would "effectively prohibit"

long-term leases. Although WMA does not explain exactly how the bill would have this effect, it makes logical sense that fewer parks will be inclined to offer long-term leases if doing so does not free the parks from the constraints of rent control. In other words, though the bill would not prohibit long-term mobilehome leases, where a local rent control ordinance is in place, the bill would reduce the parks' financial incentive to offer long-term leases to residents. The likely result is that, while not prohibited, long-term leases would become less prevalent.

The opposition to this bill argues that there are many benefits to long-term mobilehome leases beyond the park's ability to increase rents without limitation. According to the opposition, though they may contain higher rents over time:

> Long-term leases provide certainty and stability for mobilehome park residents. For residents and owners of mobilehome parks, entering into a long-term lease is beneficial for many reasons, including, but not limited to, long-term security in the event of a park sale, the ability to secure home financing, and assurances that park amenities that make the location desirable remain intact. Leases protect residents from abrupt policy changes as a result of park sales, including rent increase due to property tax changes, park sales price increase, and general park improvements, including, but not limited to road improvements, utility upgrades and general park maintenance.

To obtain these benefits, they argue, park residents ought to have the option of giving up their locally applicable rent control protections.

Supporters of the bill question whether, in practice, any negotiated exchange of benefits ever occurs. According to four affordable housing advocacy groups, the idea that tenants would obtain a better deal for themselves by giving up rent control is based upon flawed assumptions about how mobilehome lease negotiations really take place:

> The main one was that residents would have some actual bargaining power in negotiating a long-term lease with park owners, often mom-and-pops owners. But that has not proven true. In fact, residents are often presented with long, hard to comprehend leases that lock them into terms for 10 years or more. Predatory terms, including large rent increases are common. Residents are often convinced they must sign the lease. For those facing language barriers, the risks are even more acute.
>
> Moreover, gone are the mom and pops. Park ownership patterns have changed drastically, especially in the last few years. In 2019 it was reported that the top 50 park owners own more than 680,000

> units nationwide, with private equity and institutional investors owning more than 150,000 units. Corporate and private equity firms have zeroed in on mobilehome parks as attractive investments.
>
> Today, faceless corporate and private equity owners, out of the community and often out-of-state, lean toward adhesion leases with "take it or leave it" terms. Negotiated leases, once rare, are now essentially extinct. […]

7. Proposed amendments

In order to address the issues set forth in the Comments, among others, the author proposes to incorporate amendments into the bill that would:

- remove the provisions explicitly permitting displaced mobilehome owners to get a second appraisal if they disagree with the initial appraisal and requiring the local agency reviewing the parks proposed change in use to determine which appraised value to use;
- clarify that the local jurisdiction, when determining whether a proposed change in use will result in a loss in affordable housing, should take any proposed mitigation plans into account; and
- clarify that a local jurisdiction may approve a change in use proposal even if it finds that the proposal will result in a loss of affordable housing in that jurisdiction.

A mock-up of the amendments in context is attached to this analysis.

8. Arguments in support of the bill

According to the author:

> California is facing a severe housing crisis; Low–income home ownership opportunities, in particular, have become scarce. As the Legislature encourages local jurisdictions to preserve and create affordable housing, we must also provide them with the tools they need to protect existing affordable housing stock and avoid displacements. Many communities rely heavily on mobilehome parks, which make up a substantial portion of their affordable housing supply. Unfortunately, as housing prices increase, park owners are converting mobilehome parks into high-end developments at an accelerated and alarming rate and reducing the amount of low to moderate income housing. AB 2782 will empower local governments to protect their rapidly shrinking affordable housing stock.

As sponsor of the bill, the Golden State Manufactured Home Owners' League writes:

> Over the last 20 years over 15,000 affordable mobilehome park spaces have been lost due to mobilehome park closures. Applications for mobilehome park closures have also increased over the last few years partly due to real estate values. […]
>
> AB 2782 would set a minimum standard at the local government level for the conversion of a mobilehome park, without preventing local governments from enacting more stringent measures. […]
>
> AB 2782 also requires that if a resident cannot obtain adequate housing in another park, then a resident would be entitled to the in-place market value of their home as a result of the park closure. We should not lose the market value of our homes due to investment decisions beyond our control.

In support, Bay Federal Credit Union writes:

> [W]e are the largest provider of mobilehome purchase loans in our area of California. Currently we have $61,000,000 in mobilehome purchase loans to 620, mostly low and moderate income, mobilehome owners.
>
> Current law, particularly Government Code Section 65863.7, is intended to protect these mobilehome owners when a park owner decides to close and redevelop their parks, but it is too vague and has not been working. AB 2782 is needed to clarify and strengthen the provisions of Government Code Section 65863.7 in order to protect the housing of these homeowners and their substantial investments in their mobile homes, which is often the only asset that these low- and moderate- income homeowners have.

In further support, the City of Carpinteria writes:

> […][T]he state law exempting long-term leases has allowed for abuses that render ineffective the City's mobilehome rent stabilization program. The Carpinteria City Council has received letters and testimony from mobilehome park residents, most of whom are seniors and/or lower income familes, stating that they had either been offered only a long-term lease or had been coerced into signing a long-term lease. In such cases, because the City of Caprinteria does not have enforcement authority over violations of state mobilehome residency law, the City can only advise residents

> to seek counsel as they deem appropriate. Not surprisingly, most residents of mobilehome parks do not have the resources to sue Park owners that have inappropriately maneuvered them into long-term leases. This situation is untenable. The long-term lease exemption is serving to completely undermine the City's rent stabilization regulations and damage the affordability of its housing stock.

9. Arguments in opposition to the bill

In opposition to the bill, Western Manufactured Housing Communities Association writes:

> [AB 2782] is based on the false premise that a long-term lease not subject to local rent control is never in the interest of a tenant. In fact, long term leases entered into under the law eliminated by [AB 2782] can save tenants money because a homeowner can make use of the statute eliminated by [AB 2782] to negotiate for lower rent increases than they would be guaranteed by a local rent control ordinance. […] [T]he civil code eliminated by [AB 2782] is not a loophole, but an option that allows prospective residents to get the best deal they can on a lease. If the parkowner does not agree to this deal, the resident is still guaranteed a short-term lease that is subject to rent control.

In further opposition to the bill, the California Mobilehome Parkowners Alliance writes:

> Given the state of affordable housing investments in California, local governments will likely never be able to find that the closure of a park does not result in a shortage in affordable housing choices. If a local government believes their jurisdiction would be better served by a different or more abundant type of housing in the same location, a parking structure that would increase access to public transit, environmental restoration, or any other purpose, their hands will be tied under AB 2782.
>
> AB 2782 is also a one size fits all solution from the perspective of a parkowner. If you are financially stable enough to sustain the costs of a protracted process with a local government and to pay for virtually every home in your park, you will still be very unlikely to be allowed to close under AB 2782, forcing a property owner to continue to operate a business they are not interested in. If you are a small owner of a park that no longer makes enough money to sustain itself or allow for proper maintenance, you will have

> virtually no option for closure outside of bankruptcy. Either option could lead to untenable circumstances for residents.

In further opposition to the bill, the California Association of Realtors writes:

> […] AB 2782 […] makes park owners seeking to exit the industry nearly impossible and will, effectively, prohibit park conversions seeking a more efficient use. Mobilehome park parcels could be converted to high rise multifamily owner occupied and rental housing developments. These developments would provide far more housing opportunities for the state's low and moderate-income households than the parks can currently provide under their current use.

SUPPORT

California Rural Legal Assistance Foundation, Inc. (sponsor)
Golden State Manufactured Home Owners' League (sponsor)
Los Angeles County Board of Supervisors (sponsor)
Abundant Housing LA
Belmont Shores Mobile Home Estates
Board of Directors of the Rancho Yolo Community Association
Carriage Acres Residents Association
Central California Asthma Collaborative
Country Mobile Home Park Homeowners Association
City of Carpinteria
Diamond K Homeowners
Disability Rights California
El Nido Mobilehome Estates
Faith in the Valley
Fircrest Homeowners Association
Fircrest Mobile Home Park Homeowners Association
GSMOL Sandpiper Chapter 776
Heritage Oak Glen Homeowners Association
Jakara Movement
Lakeshore Gardens
Leadership Council for Justice and Accountability
Leisure Lake Mobilehome Park HOA
Marina Mobilehome Coalition
Meadows Manor Mobile Home Park Homeowners Association
Nine Mobilehome Parks
Orange County Mobile Home Residents Coalition
Penninsula for Everyone
People for Housing Orange County

PolicyLink
Portola Heights Homeowners Association
Power California
Public Interest Law Project
Public Law Center
Rancho Buena Vista Homeowners Association
Rancho San Miguel Homeowners Association
Rodeo Estates Residents Association
Roman Catholic Diocese of Fresno
Sandpiper HOA, Carpinteria
Santa Cruz County
Santa Rosa Mobilehome Owners Association.
Senior Citizens Legal Services
Sequoia Gardens Manufactured Home Owners Association
Shoreline Estates Residents Association
Sonoma County Mobilehome Owners Association
Sonoma County Mobilehome Owners Association
Sonoma Oaks Mobile Home Park
Sonoma Valley Housing Group
Summerset MH Residents' Association
Urban Environmentalists
Western Center on Law & Poverty
Women's International League for Peace and Freedom -- Fresno
Yacht Harbor Manor Mobile Home Park Homeowners Association
YIMBY Action
163 individuals

OPPOSITION

Cabrillo Management Corporation
California Association of Realtors
California Mobilehome Parkowners Alliance
Western Manufactured Housing Communities Association

RELATED LEGISLATION

Pending legislation:

SB 915 (Leyva, 2020) temporarily prohibits mobilehome parks from evicting residents who timely notify park management that they have been impacted, as defined, by COVID 19. The bill further mandates that mobilehome parks give COVID 19-impacted residents at least a year to comply with demands to repay outstanding rent, utilities or other charges, and up to a year to cure violations of park rules and regulations. The bill also prohibits parks from increasing rent or other charges during the period of repayment or cure. SB 915 is currently pending consideration on the Assembly Floor.

SB 999 (Umberg, 2020), like one element of this bill, would have removed a provision in state law that exempts mobilehome leases from any otherwise applicable local rent control ordinance if, among other specified conditions, the lease term is greater than one year. SB 999 failed passage in the Assembly Housing and Community Development Committee and reconsideration was granted.

AB 2690 (Low, 2020) repeals the state law exemption from local mobilehome rent control ordinances for all newly constructed mobilehome park spaces, defined as spaces initially held out for rent after January 1, 1990. AB 2690 is currently pending consideration before the Senate Judiciary Committee.

AB 2895 (Quirk-Silva, 2020) limits the annual rent increases that mobilehome residents can be charged to five percent plus inflation, up to a maximum annual cap of 10 percent. AB 2895 is currently set to be heard before this Committee on August 18, 2020.

Prior legislation:

AB 705 (Stone, 2019) would have required closing mobilehome parks to ensure that displaced residents could move into alternative adequate housing in a mobilehome park, as defined. AB 705 died in the Assembly Housing and Community Development Committee.

AB 2351 (R. Hernández, 2016), would have repealed Civil Code 798.17, thus removing the exemption from local rent control for mobilehome rental agreements longer than 12 months. AB 2351 died in the Assembly Housing and Community Development Committee.

AB 1938 (Williams, Ch. 477, Stats. 2012) allowed a homeowner in a mobilehome park to void a lease within 72 hours of receiving a copy of the signed agreement, if the lease would be exempt from any otherwise applicable local rent control.

SB 2026 (Petris, Ch. 1416, Stats. 1986) added preconditions before a mobilehome lease for more than a year could be exempt from local rent control. Specifically, the bill required that the mobilehome resident be given 30 days to accept or reject such a lease offer as well as a 72-hour period after executing such a lease to void it. Additionally, the bill gave residents the option to reject the exempt lease and instead accept, at the same rental rate, a rent-controlled lease of less than 12 months in duration. Finally, the bill clarified that parks could offer residents gifts, but not reduced rent, as an incentive to sign leases over a year in length.

SB 1352 (L. Greene, Ch. 1084, Stats. 1985) created a statewide exemption to local rent control ordinances for owner-occupied mobilehome leases of greater than one year.

PRIOR VOTES:

Assembly Floor (Ayes 51, Noes 20)
Assembly Appropriations Committee (Ayes 13, Noes 5)
Assembly Housing and Community Development Committee (Ayes 6, Noes 2)

****

Amended Mock-up for 2019-2020 AB-2782 (Mark Stone (A))

Mock-up based on Version Number 97 - Amended Senate 8/6/20
Submitted by: Griffiths, SJUD

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Based on data released by the Department of Finance in May of 2019, there are approximately 560,000 mobile and manufactured homes in the State of California.

(b) The economic hardships brought on by the COVID-19 pandemic will likely cause many households difficulty in remaining current on their rental or mortgage housing payments through no fault of their own.

(c) A study released in June of 2017 by the Rosen Consulting Group and the University of California, Berkeley suggests that the economic and health impacts of a widespread economic crisis, such as the one currently being experienced due to the COVID-19 pandemic, is likely to disproportionately impact mobilehome residents, who are typically older than the general population.

(d) Without emergency action to prevent the displacement of mobilehome residents who have fallen behind on space rental payments, there will likely be a significant increase in homelessness, exacerbating the ongoing homelessness crisis in the state.

(e) Those experiencing homelessness will not be able to comply with public health orders related to social distancing and self-quarantining, nor will they have access to facilities for maintaining good hygiene.

(f) According to the Mobile Home Park Home Owners Allegiance, as of March 3, 2020, there were nine counties and 83 cities throughout California that enacted mobilehome rent stabilization ordinances that provide residents with tenant protections against unexpected and substantial rent increases.

(g) There is a current and immediate threat to the public health, safety, and welfare of California residents and a need for the immediate preservation of the public peace, health, and safety that warrants the amendments to Section 798.17 of the Civil Code, as set forth in this bill, based upon the facts set forth in this section.

SEC. 2. Section 798.17 of the Civil Code is amended to read:

798.17. (a) (1) Except as provided in subdivisions (i), (j), and (k), rental agreements meeting the criteria of subdivision (b) shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a rental agreement meeting the criteria of subdivision (b) shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in mobilehome parks, only during the term of the rental agreement or one or more uninterrupted, continuous extensions thereof. If the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation, if any.

(2) In the first sentence of the first paragraph of a rental agreement entered into on or after January 1, 1993, pursuant to this section, there shall be set forth a provision in at least 12-point boldface type if the rental agreement is printed, or in capital letters if the rental agreement is typed, giving notice to the homeowner that the rental agreement will be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent.

(b) Rental agreements subject to this section shall meet all of the following criteria:

(1) The rental agreement shall be in excess of 12 months' duration.

(2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner.

(3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement.

(4) The homeowner who signs a rental agreement pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of returning the signed rental agreement to management. This paragraph shall only apply if management provides the homeowner a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(5) The homeowner who signs a rental agreement pursuant to this section may void the agreement within 72 hours of receiving an executed copy of the rental agreement pursuant to Section 798.16. This paragraph shall only apply if management does not provide the homeowner with a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.

(c) If, pursuant to paragraph (3) or (4) of subdivision (b), the homeowner rejects the offered rental agreement or rescinds a signed rental agreement, the homeowner shall be entitled to instead accept, pursuant to Section 798.18, a rental agreement for a term

of 12 months or less from the date the offered rental agreement was to have begun. In the event the homeowner elects to have a rental agreement for a term of 12 months or less, including a month-to-month rental agreement, the rental agreement shall contain the same rental charges, terms, and conditions as the rental agreement offered pursuant to subdivision (b), during the first 12 months, except for options, if any, contained in the offered rental agreement to extend or renew the rental agreement.

(d) Nothing in subdivision (c) shall be construed to prohibit the management from offering gifts of value, other than rental rate reductions, to homeowners who execute a rental agreement pursuant to this section.

(e) With respect to any space in a mobilehome park that is exempt under subdivision (a) from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity that establishes a maximum amount that a landlord may charge a homeowner for rent, and notwithstanding any ordinance, rule, regulation, or initiative measure, a mobilehome park shall not be assessed any fee or other exaction for a park space that is exempt under subdivision (a) imposed pursuant to any ordinance, rule, regulation, or initiative measure. No other fee or other exaction shall be imposed for a park space that is exempt under subdivision (a) for the purpose of defraying the cost of administration thereof.

(f) At the time the rental agreement is first offered to the homeowner, the management shall provide written notice to the homeowner of the homeowner's right (1) to have at least 30 days to inspect the rental agreement, and (2) to void the rental agreement by notifying management in writing within 72 hours of receipt of an executed copy of the rental agreement. The failure of the management to provide the written notice shall make the rental agreement voidable at the homeowner's option upon the homeowner's discovery of the failure. The receipt of any written notice provided pursuant to this subdivision shall be acknowledged in writing by the homeowner.

(g) No rental agreement subject to subdivision (a) that is first entered into on or after January 1, 1993, shall have a provision which authorizes automatic extension or renewal of, or automatically extends or renews, the rental agreement for a period beyond the initial stated term at the sole option of either the management or the homeowner.

(h) This section does not apply to or supersede other provisions of this part or other state law.

(i) This section shall not apply to any rental agreement entered into on or after January 1, 2021.

(j) This section shall not apply to any rental agreement entered into from February 13, 2020, to December 31, 2020, inclusive.

(k) This section shall remain in effect until January 1, 2025, and as of that date is repealed. As of January 1, 2025, any exemption pursuant to this section shall expire.

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

SEC. 3. Section 798.56 of the Civil Code is amended to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For

purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:
"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified

in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder, or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 60 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) (A) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

(B) If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the proposed homeowner's tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in this Section and Section 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

SEC. 4. Section 65863.7 of the Government Code is amended to read:

65863.7. (a) (1) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use of the mobilehome park. The report shall include a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the mobilehome park to be converted or closed to find adequate housing in a mobilehome park.

(2) (A) If a displaced resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change of use shall pay to the displaced resident the in-place market value of the displaced resident's mobilehome.

(B) For the purposes of this paragraph, except as specified in subparagraph (B) of paragraph (1) of subdivision (e), in-place market value shall be determined by a state-certified appraiser with experience establishing the value of mobilehomes. The appraisal shall be based upon the current in-place location of the mobilehome and shall assume the continuation of the mobilehome park.

(C) The person or entity proposing the change of use shall pay for an appraisal specified in subparagraph (B) and shall include the appraisal in the report specified in paragraph (1).

(b) ~~(1)~~ The person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 60 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body.

~~(2) If a resident of a mobilehome is not in agreement with the appraisal included in the report pursuant to subparagraph (C) of paragraph (2) of subdivision (a), then the resident may submit, within 14 days of receiving the report pursuant to paragraph (1), to the legislative body or advisory agency, as applicable, an additional appraisal of the in-place market value of the resident's mobilehome pursuant to subparagraph (B) of paragraph (2) of subdivision (a). The person proposing the change in use shall not be responsible for the expenses of the additional appraisal authorized by this paragraph.~~

(c) When the impact report is filed prior to the closure or cessation of use, the person or entity proposing the change shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at the same time as the notice of the change is provided to the residents pursuant to paragraph (2) of subdivision (g) of Section 798.56 of the Civil Code.

(d) When the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and shall have a right to, a hearing before the legislative body on the sufficiency of the report.

(e) (1) Before the approval of any change of use, the legislative body, or its delegated advisory agency, shall do all of the following:

(A) Review the report and any additional relevant documentation~~appraisals submitted pursuant to paragraph (2) of subdivision (b)~~.

~~(B) Determine the in-place market value of a displaced resident's mobilehome if there is a discrepancy between the appraisal paid for by the person or entity proposing the change in use pursuant to subparagraph (C) of paragraph (2) of subdivision (a) and an appraisal submitted by a displaced resident pursuant to paragraph (2) of subdivision (b).~~

(B~~C~~) Make a finding as to~~that~~whether or not ~~the~~ approval of the park closure~~ of the park and of~~ and the park's~~its~~ conversion into its intended new use, when considered together with any associated mitigation payments or plans, will ~~not~~ result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction.

(2) The legislative body, or its delegated advisory agency, may require, as a condition of the change, the person or entity proposing the change in use to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park.

(f) If the closure or cessation of use of a mobilehome park results from the entry of an order for relief in bankruptcy, the provisions of this section shall not be applicable.

(g) The legislative body may establish reasonable fees pursuant to Section 66016 to cover any costs incurred by the local agency in implementing this section and Section 65863.8. Those fees shall be paid by the person or entity proposing the change in use.

(h) This section is applicable to charter cities.

(i) This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).

(j) This section is applicable when the closure, cessation, or change of use is the result of a decision by an enforcement agency, as defined in Section 18207 of the Health and Safety Code, to suspend the permit to operate the mobilehome park. In this case, the mobilehome park owner is the person proposing the change in use for purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).

(k) This section establishes a minimum standard for local regulation of the conversion of a mobilehome park to another use, the closure of a mobilehome park, and the cessation of use of the land as a mobilehome park and shall not prevent a local agency from enacting more stringent measures.

SEC. 5. Section 66427.4 of the Government Code is amended to read:

66427.4. (a) At the time of filing a tentative or parcel map for a subdivision to be created from the conversion of a mobilehome park or floating home marina to another use, the subdivider shall adhere to the requirements of Section 65863.7 relating to the impact of the conversion upon the displaced residents of the mobilehome park or floating home marina to be converted.

(b) The legislative body, or an advisory agency that is authorized by local ordinance to approve, conditionally approve, or disapprove the map, in addition to complying with other applicable law, shall be subject to Section 65863.7 relating to requiring mitigation of any adverse impact of the conversion on the ability of displaced mobilehome park or floating home marina residents to find adequate housing in a mobilehome park or floating home marina, respectively.

(c) This section establishes a minimum standard for local regulation of conversions of mobilehome parks and floating home marinas into other uses and shall not prevent a local agency from enacting more stringent measures.

(d) This section shall not be applicable to a subdivision that is created from the conversion of a rental mobilehome park or rental floating home marina to resident ownership.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIIIB of the California Constitution.

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE SUPPORTING ASSEMBLY BILL NO. 2782 (M. STONE) AS INTRODUCED ON FEBRUARY 20, 2020, AND AMENDED ON AUGUST 14, 2020, ON MANUFACTURED HOME PARKS: CHANGE OF USE: RENT CONTROL; WOULD CORRECT INCONSISTENCIES IN AND CLARIFY AND STRENGTHEN CALIFORNIA'S MANUFACTURED HOME PARK CLOSURE AND CONVERSION STATUTES AND ELIMINATE THE CURRENT EXEMPTION THAT 12-MONTH MANUFACTURED HOME PARK RENTAL AGREEMENTS HAVE TO LOCAL RENT CONTROL ORDINANCES

WHEREAS, the City of Watsonville's manufactured home parks make up an important source of its low- and moderate- income affordable housing stock and often provide the owners of the manufactured homes located in those parks with the only housing in the City that they can afford; and

WHEREAS, over 10% of the manufactured home parks in the State of California and thousands of manufactured homes and their spaces have been lost over the last 20 years due to park closures and conversions to other uses. At the same time, California is facing a severe and growing crisis in the availability of low-income affordable housing and neither the state nor the City can afford this continuing loss of the low-and moderate-income affordable stock located in manufactured home parks; and

WHEREAS, California's Housing Elements Law requires the City to protect against the loss of the low-income affordable housing located in manufactured home parks due to park conversions to other uses. Government Code sections 66427.4 and 65863.7 also require that, if a park is closed and converted to another use, that City is to ensure that its park owner provides its homeowners, who will be displaced by the conversion, with sufficient mitigation benefits to enable them to obtain adequate housing in other manufactured home parks. However, many of the provisions in these two sets

of laws are out of date and vague and do not provide either sufficient guidance or an adequate mechanism for complying with their requirements; and

WHEREAS, AB 2782 makes the necessary changes to these two sets of laws to clarify their requirements and to provide sufficient guidance for meeting their objectives, which will enable the City to effectively enforce them and, thereby, to both protect this critical supply of low-income affordable housing and to ensure that, if a park does close, that its displaced homeowners will be provided with sufficient benefits to enable them to obtain adequate replacement housing. AB 2782 accomplishes this through the following modifications that it makes to Government Code Sections 65863.7 and 66427.4; and

Preserves Affordable Housing. Requires a finding on whether or not the approval of the closure of a park and of its conversion into its intended new use will not result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate- income households within the local jurisdiction. (See new subsection (e)(2) of Government Code Section 65863.7 in AB 2782).

Allows More Stringent Local Regulations. Establishes a minimum standard for local regulations of park closures and conversions but allows more stringent local measures. (See new subsection (k) of Government Code Section 65863.7 in AB 2782).

Requires Replacement and Relocation Plans. Requires a replacement and relocation plan that demonstrates that the displaced homeowners will be able to find adequate housing in a manufactured home park. (See new subsection (a) (1) of Government Code Section 65863.7 in AB 2782).

Requires the Payment of the In-Place Value of the Displaced Manufactured Homes. If adequate housing is not available in another manufactured home park,

AB 2782 requires the park owner to pay, to the displaced homeowners, the in-place market value of their displaced manufactured homes. (See new subsection (a) (2) of Government Code Section 65863.7 in AB 2782).

Requires 60 Days - Notice Rather than 15 Days - Notice. Current law requires a park owner to provide copies of a required conversion and closure report to the displaced homeowners 15 days before the local hearing. AB 2782 increases this requirement to 60 days. (See the new language in subsection (b) of Government Code Section 65863.7 in AB 2782).

Provides for Consistency in the Language of Government Code Sections 65863.7 and 66427.4. The current displaced homeowner mitigation requirements of Government Code Sections 65863.7 and 66427.4 are not consistent. AB 2782 amends both of these statutes to provide for this consistency. (See new subsection (k) of Government Code Section 65863.7 and new subsections (a) and (b) of Government Code Section 65863.7 in AB 2782).

WHEREAS, the City's Housing Element contains the Five-Year Objective of "Review and revise the City's manufactured home park ordinance to streamline the process and to ensure consistency with state law" and is currently in the process of doing so and the above clarifications to Government Code Sections 66427.4 and 65863.7 will allow the City to enact a new ordinance, which is effective, streamlined and consistent with state law; and

WHEREAS, Civil Code Section 798.17 exempts 12 month - rental agreements in manufactured home parks from local rent stabilization ordinances. Park owners across California have succeeded in getting thousands of manufactured homeowners to enter these leases, often with the homeowners not realizing the consequences of doing so

including their permanent loss of rent control and the resulting large rent increases that they could not afford. Beginning in February 2020, the City began receiving complaints that several park owners in Watsonville were aggressively getting manufactured homeowners to enter into these 12- month rent control exempt rental agreements, without fully explaining the consequences including the higher rents that they would eventually be receiving; and

WHEREAS, AB 2782 has made the findings that the Covid-19 pandemic has brought on economic hardships to many manufactured home residents, making it difficult for them to make their space rent payments through no fault of their own and that emergency action is needed to prevent the displacement of these manufactured home residents and exasperating the ongoing homeless crisis in the State. It also makes the finding that those experiencing homelessness will not be able to comply with public-health orders relating to social distancing and self-quarantining nor have access to facilities to maintain good hygiene. On that basis, AB 2782 declared that there is a current and immediate threat to public health and safety and welfare that warrants its enactment, based on the facts set in its findings; and

WHEREAS, in response to the above immediate public health and safety threat, AB 2782 eliminates the rent control exemption for any manufactured home park rental agreements that were entered into after February 13, 2020, and then requires that any rent control exempt manufactured home park rental agreement entered into before February 13, 2020 will expire on January 1, 2025, or on the expiration date stated in its terms, whichever is earlier.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the City Council of the City of Watsonville hereby declares its support and urges the passage of Assembly Bill 2782 (Stone) relating to the closure and conversion of manufactured home parks and the elimination of rent control exempt manufactured home park rental agreements, as first introduced on February 20, 2020, and amended on August 14, 2020, if enacted, will keep manufactured home residents housed during the statewide Covid-19 emergency, and afterwards, and help preserve the scarce supply of low-income affordable manufactured homes in California.

2. That the City Clerk is hereby directed to send a copy of this resolution to Assembly Member Mark Stone, Assembly Member Robert Rivas, Sen. Bill Monning and Governor Gavin Newsom of the State of California.

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City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cindy Czerwin, Administrative Services Director**
Diana Rivas, Accountant II

SUBJECT: **Resolution Authorizing the City of Watsonville to dissolve inactive district, Local Medical Facilities Financing Authority III**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends that the City Council approve a resolution authorizing dissolution of an inactive special district: Local Medical Facilities Financing Authority III.

DISCUSSION:
The California State Controller, every year provides the City with a letter regarding special districts financing transactions. The State requires that financial transactions of each local agency be submitted to the State Controller's Office after the close of the fiscal year. As of FY 2017-2018, no funds or capital assets are held by this District. The only debt incurred by the Authority was for the benefit of Salud Para La Gente and Salud paid off the debt may years ago making the Authority no longer necessary.

FINANCIAL IMPACT:
There is no financial impact for dissolving the inactive special district because the Local Medical Facilities Financing Authority III holds no funds and has had no transactions.

ALTERNATIVES:
The Council may direct the City not to dissolve the inactive district.

ATTACHMENTS:
1) Resolution No. 34-90 Authorizing Formation of Authority

cc: City Attorney

4839

4839

RESOLUTION NO. 34-90 **(CM)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING FORMATION OF THE LOCAL MEDICAL FACILITIES FINANCING AUTHORITY

WHEREAS, the City is considering proceedings, together with certain other California public entities (collectively, the "Participants"), for the coordinated financing of facilities for local nonprofit, health facilities located within, or impacting upon, the geographic boundaries of one or more Participants and in connection therewith the City proposes to form, with the other Participants, a joint exercise of powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code to exercise the common powers of the City and Participants; and

WHEREAS, the form of joint exercise of powers agreement among the City and the Participants creating the Local Medical Facilities Financing Authority (the "Joint Powers Agreement"), has been filed with the City, and the members of the City Council, with the aid of its staff, have reviewed the Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. **Formation of Joint Powers Authority.** The City Council hereby authorizes the officers and staff members of the City to assist in the organization of a joint exercise of powers authority among the City and the Participants, to be known as the "Local Medical Facilities Financing Authority" (the "Authority"). The City Council hereby

approves and authorizes the City Manager to execute and the City Clerk to attest the Joint Powers Agreement forming the Authority, in substantially the form attached hereto as Exhibit "A" and on file with the City Clerk together with any changes therein deemed advisable by the City Attorney.

2. **Appointment of Members.** In accordance with Section 2.03 of the Joint Powers Agreement, the City Council hereby appoints City Manager to act as the City's representative to the Board of Directors of the Authority.

3. **Official Action.** The City Manager, Finance Director, City Clerk, and any other officers of the City, are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the formation of the Authority, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

4. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

****

JOINT EXERCISE OF POWERS AGREEMENT

LOCAL MEDICAL FACILITIES FINANCING AUTHORITY

THIS AGREEMENT (this "Joint Exercise of Powers Agreement") is dated as of February 15, 1990, by and among the CITY OF ARCATA, a general law city and municipal corporation duly organized and existing under the laws of the State of California, HUMBOLDT COUNTY, a public body duly organized and existing under the laws of the State of California, the CITY OF MENDOTA, a general law city and municipal corporation duly organized and existing under the laws of the State of California, the CITY OF ORLAND, a general law city and municipal corporation duly organized and existing under the laws of the State of California, the CITY OF OXNARD, a general law city and municipal corporation duly organized and existing under the laws of the State of California, the CITY OF PARLIER, a general law city and municipal corporation duly organized and existing under the laws of the State of California, the CITY OF SAN JOAQUIN, a general law city and municipal corporation duly organized and existing under the laws of the State of California, and the CITY OF WATSONVILLE, a chartered city and municipal corporation duly organized and existing under the laws of the State of California (collectively, the "Members");

W I T N E S S E T H:

WHEREAS, each of the Members is authorized to lease, purchase, receive and hold property for the public purposes of the Members, and the Members wish to form a joint powers authority under the Joint Exercise of Powers Law of the State of California (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code) for the purpose of establishing an entity for the coordinated financing of facilities for local nonprofit, health facilities located within, or impacting upon, the geographic boundaries of one or more Members;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement, as originally entered into or as amended from time to time.

"Authority" means the Local Medical Facilities Financing Authority established pursuant to Section 2.02 of this Agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with section 6584), as now or hereafter amended.

"Board" means the Board of Directors of the Local Medical Facilities Financing Authority referred to in Section 2.03, which shall be the governing body of the Authority.

"Bonds" means bonds, notes or other obligations of the Authority issued pursuant to the Bond Law or pursuant to any other provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations to finance the acquisition, construction and improvement of Public Improvements to be used for the public purposes of the Members, or any of the Members.

"Directors" means the representatives of the Members appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year.

"Public Improvements" means any land, improvements, facilities and equipment to be used for the public purposes of the Members, including but not limited to property described in section 6585(g) of the Bond Law.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. The purpose of this Agreement is to provide for the joint exercise of powers common to the Members including, but not limited to, the financing of Public Improvements through the acquisition, construction and improvement thereof by the Authority or the loan of funds to the Members to enable the Members to provide for the acquisition, construction, improvement and/or administration thereof.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Local Medical Facilities Financing Authority". The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of Directors consisting of eight (8) Directors, unless and until such number is changed by amendment of this Agreement. The governing body of each of the Members shall appoint one member of the Board of Directors. The Board shall be called the "Board of Directors of the Local Medical Facilities Financing Authority". All voting power of the Authority shall reside in the Board.

Section 2.04. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the Members.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act of the California Government Code.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the California Government Code.

(d) Compensation for Attendance at Meetings. Each Board member shall be compensated for attending the meetings of the Board in an amount equal to $50 for each meeting attended. The amount of such compensation may be reduced or increased from time to time by resolution or minute order of the Board.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman, Vice-Chairman and Secretary. The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint a Secretary who need not be a Director. The officers shall perform the duties normal to said offices. The Chairman shall sign all contracts on behalf of the Authority after having been authorized to do so by the Board, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts signed by the Chairman or Vice-Chairman on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

Section 3.02. Treasurer. Pursuant to section 6505.6 of the Act, the Treasurer of the City of Parlier is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations of treasurer and of auditor set forth in sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. As provided in section 6505 and section 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 3.03. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority. Such officers shall serve in such capacities without bond.

Section 3.04. Bonding Persons Having Access to Public Improvements. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts or any Public Improvement of the Authority, and the shall fix respective amounts of the official bonds of such other persons pursuant to section 6505.1 of the Act.

Section 3.05. Legal Advisor. Legal counsel of the City of Parlier shall act as the legal advisor of the Authority, and shall perform such duties as may be prescribed by the Board.

Section 3.06. Other Employees. The Board shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of

the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

Section 3.07. Assistant Officers. The Board may by resolution appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director), and may by resolution provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided the powers of each of the Members and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

Section 4.02. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Act and in the Bond Law, including the power to issue Bonds thereunder.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to acquire, construct, manage, maintain or operate any Public Capital Improvement including the common powers of the Members to acquire any Public Capital Improvement by the power of eminent domain;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations; *provided, however,* that no such Bond, debt, liability or obligation shall constitute a debt, liability or obligation of the Members;

(f) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreements in connection therewith;

(g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;

(h) to invest any money in the treasury pursuant to section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into agreements, assignments and other documents of any nature whatsoever as may be necessary or convenient in the exercise of its powers hereunder or under the Act;

(k) to make loans to the Members or any of the Members for the purposes hereof, or to refinance indebtedness incurred by the Members in connection with any of the purposes hereof; and

(l) to exercise any and all other powers as may be provided in the Act or in the Bond Law.

Section 4.04. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Parlier in the exercise of similar powers.

Section 4.05. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities By the Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall give notice (in the manner required by Section 2.04) of the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.04 and elect a Chairman and Vice-Chairman, and appoint the Executive Director and the Secretary.

Section 5.02. Delegation of Powers. The Members hereby delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, such Public Improvements as may be necessary or convenient for the operation of the Members or any of the Members.

Section 5.03. Credit to Members. In consideration of the agreement by the Members to administer the Authority, all accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the Members in such respective proportions as the Board shall determine.

ARTICLE VI

CONTRIBUTION: ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Contributions. The Members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6513 of the California Government Code are hereby incorporated into this Agreement by reference.

Section 6.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said indenture or trust agreement as may be desirable to carry out this Agreement.

Section 6.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

ARTICLE VII

TERM

Section 7.01. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date hereof, and this Agreement and the Authority shall thereafter continue in full force and effect so long as either (a) any Bonds remaining outstanding or (b) the Authority shall own any interest in any Public Improvements.

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Arcata
736 "F" Street
Arcata, CA 95521
Attention: City Manager

Humboldt County
825 Fifth Street
Eureka, CA 95501
Attention: Assistant County Administrative Officer

City of Mendota
643 Quince
Mendota, CA 93640
Attention: Finance Director

City of Orland
815 Fourth Street
Orland, CA 95963
Attention: City Manager

City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attention: Finance Director

City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648
Attention: City Manager

City of San Joaquin
2100 Colorado
San Joaquin, CA 93660
Attention: City Manager

City of Watsonville
215 Union Street, 2nd Floor
Watsonville, CA 95076
Attention: Assistant City Manager

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the

language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by both of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year first set forth above.

CITY OF ARCATA

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

HUMBOLDT COUNTY

By _____
Title _____

ATTEST:

_____
Clerk of Board

(SEAL)

CITY OF MENDOTA

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

CITY OF ORLAND

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

CITY OF OXNARD

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

CITY OF PARLIER

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

CITY OF SAN JOAQUIN

By _____
Title _____

ATTEST:

_____
City Clerk

(SEAL)

CITY OF WATSONVILLE

By John Radin
Title _____

ATTEST:

_____
City Clerk

(SEAL)

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE DISSOLUTION OF THE LOCAL MEDICAL FACILITIES FINANCING AUTHORITY III

WHEREAS, on or about January 23, 1990, the Council adopted Resolution No. 34-90 (CM) authorizing the formation of a Local Medical Facilities Financing Authority III for the financing of facilities for local non-profit, health facilities within the City of Watsonville; and

WHEREAS, the California State Controller every year provides the City with a letter regarding special districts financing transactions; and

WHEREAS, as of the end of FY 2017-2018, no funds or capital assets are held and no transactions have occurred; and

WHEREAS, pursuant to Section 7.01. Term, of Article VII of the Joint Exercise of Powers Agreement for the Local Medical Facilities Financing Authority, the Authority shall come into existence and thereafter continue in full force and effect so long as either (a) any Bonds remaining outstanding or (b) the Authority shall own any interest in any Public Improvements, and

WHEREAS, the Authority has no outstanding bonds and does not own any interest in public improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the dissolution of the Local Medical Facilities Financing Authority III is hereby authorized.

2. That the City Manager is authorized and directed to do all things necessary to withdraw from said Authority.

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Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

Online Form Submittal: Application for Appointment to a City Board or Commission

noreply@civicplus.com <noreply@civicplus.com> Mon, Aug 10, 2020 at 5:00 PM
To: cityclerk@cityofwatsonville.org

Application for Appointment to a City Board or Commission

You must be a registered voter in the City of Watsonville to qualify for an appointment.

INSTRUCTIONS
If you are interested in serving on a City board or commission, complete the following application.

Upon receipt, your application for appointment will be routed to the Council Members where a vacancy exists. If a Council Member is interested in nominating you for appointment, the City Clerk's Office or the Council Member will contact you.

Commission/Board	Parks & Recreation Commission
NAME	Frank Barba
ADDRESS	[redacted]
TELEPHONE NUMBER	831[redacted]
EMAIL ADDRESS	[redacted]
LENGTH OF RESIDENCE IN AREA	38

PREVIOUS COMMISSION OR BOARD EXPERIENCE

COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*
COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*
COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*

EDUCATION

INSTITUTION	Cabrillo College
MAJOR	Liberal Arts
DEGREE	Associotes in Science
YEAR	2005
INSTITUTION	*Field not completed.*
MAJOR	*Field not completed.*
DEGREE	*Field not completed.*
YEAR	*Field not completed.*
INSTITUTION	*Field not completed.*
MAJOR	*Field not completed.*
DEGREE	*Field not completed.*
YEAR	*Field not completed.*

WORK/VOLUNTEER EXPERIENCE:

ORGANIZATION	Jacobs Heart
ADDRESS	680 w beach st
POSITION	Grocery
YEAR	2018
ORGANIZATION	*Field not completed.*
ADDRESS	*Field not completed.*
POSITION	*Field not completed.*
YEAR	*Field not completed.*
ORGANIZATION	*Field not completed.*
ADDRESS	947 Tuttle Ave
POSITION	*Field not completed.*
YEAR	*Field not completed.*

STATEMENT OF QUALIFICATION:
Please attach a brief statement indicating why you are interested in serving on the advisory body in question.

Statement of Qualifications/Resume	Letter.pdf

ACKNOWLEDGEMENT:
By submitting this application, you understand that this application is a public

document and its contents will be disclosed upon request, and any misrepresentation or deliberate omission of a material fact in this application may be justification for refusal or termination of appointment. The Political Reform Act of 1974 requires all government agencies to adopt a Conflict of Interest Code that designates the positions within an agency which make or participate in making governmental decisions and may forseeably have a material effect on any financial interest. Members of City boards and commissions, by virtue of their positions, make or participate in making decisions which may affect their financial interests and who therefore must disclose these interests on the Fair Political Practices Commission Form 700 – Statement of Economic Interests of Designated Employees. The Form 700 is a public document and its contents will be disclosed upon request. This form is to be filed upon appointment and every year thereafter with the Office of the City Clerk on April 1.

CERTIFICATION:
I acknowledge I have read the above information and certify that the information provided by me is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Email not displaying correctly? View it in your browser.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING FRANK BARBA TO THE CITY OF WATSONVILLE PARKS AND RECREATION COMMISSION [DISTRICT 6]

WHEREAS, Section 911 of the City Charter established a seven member Parks and Recreation Commission with specific powers and duties; and

WHEREAS, Section 902 of the Charter of the City of Watsonville authorizes each member of the Council to appoint one member to each City board or commission subject to approval by resolution of the Council adopted by at least four (4) affirmative votes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That Mayor Pro Tempore Coffman-Gomez hereby nominates Frank Barba for appointment to the Parks and Recreation Commission (expires December 2020), representing District 6.

2. That the Council hereby approves such appointment.

3. That the City Clerk is hereby directed to transmit a copy of this resolution to the newly appointed member and to the Secretary of the Parks and Recreation Commission.

****

Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

Online Form Submittal: Application for Appointment to a City Board or Commission

noreply@civicplus.com <noreply@civicplus.com> Wed, Jul 29, 2020 at 9:04 PM
To: cityclerk@cityofwatsonville.org

Application for Appointment to a City Board or Commission

You must be a registered voter in the City of Watsonville to qualify for an appointment.

INSTRUCTIONS
If you are interested in serving on a City board or commission, complete the following application.

Upon receipt, your application for appointment will be routed to the Council Members where a vacancy exists. If a Council Member is interested in nominating you for appointment, the City Clerk's Office or the Council Member will contact you.

Commission/Board	Planning Commission
NAME	Veronica Dorantes-Pulido
ADDRESS	[redacted]
TELEPHONE NUMBER	831[redacted]
EMAIL ADDRESS	[redacted]
LENGTH OF RESIDENCE IN AREA	29 years

PREVIOUS COMMISSION OR BOARD EXPERIENCE

COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*
COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*
COMMISSION OR BOARD SERVED	*Field not completed.*
TERM	*Field not completed.*

EDUCATION

INSTITUTION	UCSC
MAJOR	English Literature
DEGREE	B.A.
YEAR	2013
INSTITUTION	CSUMB
MAJOR	Single Subject Teaching Credential
DEGREE	*Field not completed.*
YEAR	2015
INSTITUTION	*Field not completed.*
MAJOR	*Field not completed.*
DEGREE	*Field not completed.*
YEAR	*Field not completed.*

WORK/VOLUNTEER EXPERIENCE:

ORGANIZATION	SUHSD
ADDRESS	431 W. Alisal St Salinas Ca
POSITION	English/Theater Teacher
YEAR	2015-present
ORGANIZATION	Pajaro Loaves and Fishes
ADDRESS	150 2nd St Watsonville Ca
POSITION	Volunteer
YEAR	2011-2012
ORGANIZATION	*Field not completed.*
ADDRESS	*Field not completed.*
POSITION	*Field not completed.*
YEAR	*Field not completed.*

STATEMENT OF QUALIFICATION:

Please attach a brief statement indicating why you are interested in serving on the advisory body in question.

Statement of Qualifications/Resume	Planning Commission- Statement (1).docx

ACKNOWLEDGEMENT:

By submitting this application, you understand that this application is a public

document and its contents will be disclosed upon request, and any misrepresentation or deliberate omission of a material fact in this application may be justification for refusal or termination of appointment. The Political Reform Act of 1974 requires all government agencies to adopt a Conflict of Interest Code that designates the positions within an agency which make or participate in making governmental decisions and may forseeably have a material effect on any financial interest. Members of City boards and commissions, by virtue of their positions, make or participate in making decisions which may affect their financial interests and who therefore must disclose these interests on the Fair Political Practices Commission Form 700 – Statement of Economic Interests of Designated Employees. The Form 700 is a public document and its contents will be disclosed upon request. This form is to be filed upon appointment and every year thereafter with the Office of the City Clerk on April 1.

CERTIFICATION:
I acknowledge I have read the above information and certify that the information provided by me is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Email not displaying correctly? View it in your browser.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING VERONICA DORANTES-PULIDO TO THE CITY OF WATSONVILLE PLANNING COMMISSION [DISTRICT 4]

WHEREAS, Section 906 of the City Charter established a seven member Planning Commission with specific powers and duties; and

WHEREAS, Section 902 of the Charter of the City of Watsonville authorizes each member of the Council to appoint one member to each City board or commission subject to approval by resolution of the Council adopted by at least four (4) affirmative votes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That Council Member Estrada hereby nominates Veronica Dorantes-Pulido for appointment to the Planning Commission (expires December 2022), representing District 4.

2. That the Council hereby approves such appointment.

3. That the City Clerk is hereby directed to transmit a copy of this resolution to the newly appointed member and to the Secretary of the Planning Commission.

****

City of Watsonville
Public Works and Utilities

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Managger**

FROM: **Steve Palmisano, Director Public Works & Utilities**
Jackie McCloud, Sr. Utilities Engineer

SUBJECT: **Appointment of Violet Lucas to represent the City as the non-voting member for County District 4 for the Santa Cruz County Flood Control and Water Conservation District, Zone 7**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
It is recommended that City Council appoint Violet Lucas from District 7 to represent the City as the non-voting member for County Supervisorial District 4 (Greg Caput's seat) on the Santa Cruz County Flood Control and Water Conservation District, Zone 7.

DISCUSSION:
The Zone 7 of the Santa Cruz County Flood Control and Water Conservation District was established to provide funding for maintaining the existing Army Corps of Engineers flood control projects and implementing improvements to the flood control facilities on the Pajaro River, Salsipuedes Creek and Corralitos Creek. Zone 7 staff coordinates with the Army Corps to ensure local needs are addressed, provides any necessary assistance to the Corps in project evaluation, administrative, and engineering drainage services, and is responsible for the replacement, upgrading, and maintenance of drainage and flood control facilities in the levee system.

As prescribed in the Zone 7 Rules and Regulations (Attachment 1), the City of Watsonville City Council appoints two non-voting members that serve as appointees for 4 years. The non-voting members can initiate and participate in Board items and discussions in an advisory capacity. The non-voting member's term will coincide with the term of the County's Supervisor District 2 appointee and the other member's term will coincide with the County's Supervisor District 4 appointee.

<u>Background</u>

In June 2020, City staff was informed by the Vice-Chair of the Zone 7 Board that nominations were needed for the non-voting member appointee for Supervisorial District 4 from the City of

Watsonville. City staff created a News Flash on the City's website to seek volunteers and received three interested residents. Out of the three only one decided that she would be interested in serving.

City staff recommends Violet Lucas from Councilmember Parker's District 7, which is also in County Supervisorial District 4, to serve as one of the non-voting members for Zone 7. Ms. Lucas is a lifelong resident of Watsonville and has resided in the City for the past 47 years. Due to Ms. Lucas's long history of being a City resident with an interest in the topic of flood protection, she is an ideal candidate to represent the City as the non-voting member appointee to the Zone 7 Board.

STRATEGIC PLAN:
This appointment is consistent with City Council's Strategic Plan Goal 3, Infrastructure and Environment.

FINANCIAL IMPACT:
There is no financial impact of this appointment.

ALTERNATIVES:
There is no alternative to this appointment.

ATTACHMENTS:
1. Zone 7 Board of Directors Rules and Regulations

cc: City Attorney

Updated 1/30/2019
Clerk of the Board (sg)

Board of Directors of the Santa Cruz County Flood Control and Water Conservation District

Zone 7 Board of Directors

Rules & Regulations

DocuSign Envelope ID: 24D771C2-EBEF-46DF-A393-B5EF29FD983F

DocuSigned by:
Clerk of the Board of Supervisors
F2707B2E5811438...

Adopted 01/15/2019
Board of Directors - Zone 7
Zn7-2019-7

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT – ZONE 7, STATE OF CALIFORNIA

RESOLUTION NO. 2-2019Z7

On the motion of Director Bilicich
Seconded by Director Coonerty
the following resolution is adopted:

RESOLUTION AMENDING RESOLUTION NO. 2– Z7(1992) ESTABLISHING THE RULES AND REGULATIONS FOR OPERATION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT – ZONE 7, SANTA CRUZ COUNTY, CALIFORNIA

Amendment No. 3

WHEREAS, a review of the Rules and Regulations of the Zone 7 Flood Control and Water Conservation District determined that updates to three sections were desired;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 that Article I, Section 1.1, Regular Meetings, is amended as follows:

Section 1.1 Regular Meetings. All regular meetings of the Zone 7 Board of Directors shall be held at the time and place as determined by the Board annually at its January meeting, or as otherwise scheduled in conformance with the Special Meeting provisions of these Rules and Regulations and the Brown Act. Unless specified otherwise, these regular meetings of the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 shall hereafter be held on the third Tuesday of January, March, and September or on a Tuesday of those months that coincides with meeting dates of the Santa Cruz County Board of Supervisors. A June meeting will be held during the period that the Santa Cruz County Board of Supervisors holds it budget hearings and will be scheduled at the January meeting of the Zone 7 Board or at a later time in conformance with the Special Meeting provisions of these Rules and Regulations and the Brown Act.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 that Article I, Section 1.6, Agenda Materials, is amended as follows:

Section 1.6 Agenda Materials. All materials requiring Zone 7 Board of Directors' action, shall be submitted to the Clerk of the Zone 7 Board for placement on the agenda no later than 14 days prior to the scheduled Board meeting. A written agenda, including all agenda materials, will be assembled prior to the meeting and mailed or otherwise distributed by the Clerk to all Directors no later than 72 hours prior to the meeting, in compliance with the Ralph M. Brown Act, except for items which qualify for late addition to the agenda pursuant to Section 54954.2 of the Government Code.

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NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 that Article I, Section 1.8, Order of Business, is amended as follows:

Section 1.8 Order of Business. The order of business at the regular meetings of said Board shall be as follows:

(a) Roll Call
(b) Consideration of Additions and Deletions to the Consent and Regular Agendas
(c) Oral Communications
(d) Approval of Minutes
(e) Action on the Consent Agenda
(f) Regular Agenda Items
(g) Program Manager's Report
    1. Pajaro River Status
(h) Adjournment

PASSED AND ADOPTED by Board of Directors of the Santa Cruz County Flood Control And Water Conservation District – Zone 7 on the 15th day of January, 2019, by the following vote:

AYES: Directors Leopold, Coonerty, Caput, McPherson, Bilicich, Bannister, Friend

NOES: Directors None

ABSENT: Directors None

DocuSigned by:
6F5E4E8DA85C4EB...
ZACH FRIEND
Chairperson of said Board

ATTEST:

DocuSigned by:
5F3EB32A693849D...
Clerk of said Board

Approved as to form:

Assistant County Counsel

Distribution: County Counsel
Public Works

0645

County of Santa Cruz

FLOOD CONTROL AND WATER CONSERVATION DISTRICT – ZONE 7

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN J. PRESLEIGH
DISTRICT ENGINEER

APPROVED ZONE 7
Santa Cruz County Flood Control
and Water Conservation District
By [signature] Date 10/16/12
Deputy Clerk of the Board

AGENDA: OCTOBER 16, 2012
October 3, 2012

BOARD OF DIRECTORS-ZONE 7
SANTA CRUZ COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: CONFLICT OF INTEREST CODE FOR THE ZONE 7 DISTRICT BOARD

Members of the Board:

It has been brought to the attention of Zone 7 staff that your Board needs to adopt a resolution approving a Conflict of Interest Code for the Zone 7 District designating those positions subject to the Code. The attached materials include a proposed resolution, an appendix which sets out a Conflict of Interest Code incorporating the Fair Political Practice's Commission Model Code, Exhibit "A" setting out the positions subject to the Code, and Exhibit "B" describing the disclosure requirements imposed by the Code. Once adopted by your Board, the Code will be forwarded to the Board of Supervisors for final approval. The Board of Supervisors serves as the Code Reviewing Body for Zone 7 under State law.

It is therefore recommended that the Board of Directors take the following actions:

1. Adopt the attached resolution adopting a Conflict of Interest Code for the Santa Cruz County Flood Control and Water Conservation District – Zone 7.

2. Direct Public Works to return to the Board of Supervisors with the approved resolution for their review and approval.

Yours truly,

JOHN J. PRESLEIGH
District Engineer

JJP:BLC:mh
Attachments
RECOMMENDED FOR APPROVAL:

County Administrative Officer
Copy to: Zone 7 Board of Directors
County Counsel
Public Works
County Clerk

1.9

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT – ZONE 7

0646

RESOLUTION NO. 8-2012Z7

On the motion of Director Osmer
duly seconded by Director Caput
the following resolution is adopted:

RESOLUTION ADOPTING CONFLICT OF INTEREST CODE
FOR THE SANTA CRUZ COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT – ZONE 7

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires this agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 C.C.R. Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, Government Code Sections 11370, et seq.; and

WHEREAS, a hearing has been held pursuant to notice; and

WHEREAS, this body has determined that the attached Appendix accurately sets forth those positions which should be designated and the categories of financial interests which should be made reportable.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District, Zone 7, that the attached Conflict of Interest Code is adopted.

PASSED AND ADOPTED by the Santa Cruz County Flood Control and Water Conservation District Board of Directors – Zone 7, this 16th day of October, 20 12, by the following vote:

AYES: DIRECTORS Leopold, Coonerty, Caput, Osmer, Bilicich & Pirie

NOES: DIRECTORS None

ABSENT: DIRECTORS Stone

ELLEN PIRIE
Chairperson of said Board

ATTEST: TESS FITZGERALD
Clerk of said Board

Approved as to form:
Office of County Counsel

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THE OFFICE ATTEST MY HAND AND SEAL THIS 18 DAY OF October 20 12
SUSAN A. MAURIELLO, COUNTY ADMINISTRATIVE OFFICER AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, CALIFORNIA.
BY _____ DEPUTY

Distribution: County Counsel, Zone 7 Board of Directors, Public Works
Zone 7 Conflict of Interest.doc

1.8

Appendix

0647

CONFLICT OF INTEREST CODE OF SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT – ZONE 7

Incorporation of Model Code. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of this District.

Designated Positions. The positions listed on Exhibit "A" are designated positions. Officers and employees holding these positions are deemed to make or participate in the making of decisions which may have a material effect on a financial interest.

Disclosure Statements. A person holding a designated position shall be assigned to one or more of the disclosure categories set forth on Exhibit "B" unless such persons are already required to file disclosure statements of economic interests under the provision of Section 87200 of the California Government Code. Each person assigned a disclosure category shall file an annual statement disclosing that person's interest in investments, real property, and income designated as reportable under the category to which the person's position is assigned in Exhibit "A".

Place and Time of Filing.

1. Filing Originals. All persons holding designated positions with an assigned disclosure category shall file the original statement of economic interests with this District.
2. Filing Copies. Public Works staff shall make and retain a copy and forward the originals of these statements to the County Clerk.
3. Initial Statements-After Code Adoption. A person holding a designated position with an assigned disclosure category shall submit an initial statement of economic interest within 30 days after the effective date of this Code.
4. Annual and Other Statements. Persons holding designated positions with an assigned disclosure category shall file annual statements of economic interest and other required statements pursuant to Section 5 of the Conflict of Interest Code provisions contained in 2 Cal. Code of Regs. Section 18730.

EXHIBIT "A"

0648

Santa Cruz County Flood Control and Water Conservation District, Zone 7
Designated Positions

POSITIONS	DISCLOSURE CATEGORY
1. Board of Directors	1
4. District Counsel	1
5. District Engineer	1
6. Assistant Director of Public Works	1
7. Chief Real Property Agent	1
8. Chief of Fiscal Services	1
9. Administrative Services Manager	1
10. Senior Civil Engineer	1

1.8

EXHIBIT "B"

0649

DISCLOSURE CATEGORIES

Designated employees in the following category or categories must report:

Category 1: Interests in Real Property, Income, Investments, and Management Positions Held by Designated Employee. All interests in real property, income, and investments, and any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management. Financial interests are reportable only if located within or subject to the jurisdiction of the District or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT- ZONE 7, STATE OF CALIFORNIA

RESOLUTION NO. 1-2008Z7

On the motion of Director Pirie
duly seconded by Director Skillicorn
the following resolution is adopted:

RESOLUTION AMENDING RESOLUTION 2-7Z ESTABLISHING THE RULES AND REGULATIONS FOR OPERATION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 7, SANTA CRUZ COUNTY, CALIFORNIA

WHEREAS, the Rules and Regulations of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 provide for four non-voting members to act in an advisory position to the Board of Directors; and

WHEREAS, appointments to advisory positions on other County Boards routinely have specified lengths of service associated with those positions; and

WHEREAS, the current Rules and Regulations of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 do not specify any terms of service for its non-voting members.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 7, that Article I be amended by adding Section 1.9(k) Non-Voting Board Members Terms to Article I as follows:

Section 1.9(k) Non-Voting Board Members Terms: Each non-voting member appointed by a County Supervisor shall serve for a term of four years, commencing on April 1st of the year in which the member's nominating supervisor begins a full term. Terms for the two non-voting members appointed by the Watsonville City Council shall be for four years, with one member's term coincident with the term of the District 2 appointee and the other member's term coincident with the term of the District 4 appointee. The appointing party must submit their nomination for their non-voting board member within 60 days of beginning their own term of office, for approval by the Board of Supervisors, or prior to March 1st of the beginning of the non-voting member's term of office in the case of the Watsonville City Council.

RESOLUTION NO. 1-2008Z7
Page - 2 -

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District -Zone 7, State of California, this 15th day of January, 2008, by the following vote:

AYES: DIRECTORS Beautz, Pirie, Coonerty, Stone, Osmer, Skillicorn & Campos

NOES: DIRECTORS None

ABSENT: DIRECTORS None

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

_____ 1/9/08
District Counsel

Distribution: District Counsel
Public Works
City of Watsonville

zone7nonvotingmemberlh.wpd

1.3

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0324

RESOLUTION NO. 55-2002Z7

On the motion of Supervisor Bobeda
duly seconded by Supervisor Wormhoudt
the following resolution is adopted:

RESOLUTION AMENDING RESOLUTION NO. 2-7Z ESTABLISHING THE RULES AND REGULATIONS FOR OPERATION OF THE ZONE 7 BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT SANTA CRUZ COUNTY, CALIFORNIA

WHEREAS, on the date of January 15, 2002, upon the motion of Director Wormhoudt, duly seconded by Director Bobeda, item No. 1.3 was approved setting the Zone 7 Meeting Schedule for 2002, and directing staff to return with revisions to the bylaws to make them consistent with the schedule;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 that Article I, Section 1.1, Regular Meetings is hereby amended to read as follows:

Section 1.1 Regular Meetings. All regular meetings of the Zone 7 Board of Directors shall be held at the time and place as determined by the Board annually at its January meeting, or as otherwise scheduled in conformance with the Special Meeting provisions of these Rules and Regulations and the Brown Act. Unless specified otherwise, these regular meetings of the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 shall hereafter be held on the third Tuesday of January, March and September. A June meeting will be held during the period that the Santa Cruz County Board of Supervisors holds its budget hearings and will be scheduled at the January meeting of the Zone 7 Board or at a later time in conformance with the Special Meeting provisions of these Rules and Regulations and the Brown Act.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 that Article I, Section 1.4, Meeting Place is hereby amended to read as follows:

Section 1.4 Meeting Place. All meetings of the Zone 7 Board of Directors shall be held at the time and place as determined by the Board annually at its January meeting, or as otherwise scheduled in conformance with the Special Meeting provisions of these Rules and Regulations and the Brown Act. Unless specified otherwise, the meetings will be held at 9:00 A.M. or later, at the Santa Cruz County Board of Supervisors Chambers at 701 Ocean Street, Santa Cruz, California. On some occasions and when noticed in conformance with these Rules and Regulations and the Brown Act, meetings may also be held at 7:30 P.M. at the City of Watsonville, City Council Chambers at 250 Main Street in Watsonville, California.

1.2

RESOLUTION NO. 55-2002Z7
Page -2-

0325

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 19th day of March 2002, by the following vote:

AYES: SUPERVISORS Beautz, Pirie, Wormhoudt, Almquist, Bobeda and Campos

NOES: SUPERVISORS None

ABSENT: SUPERVISORS Carroll

Chairperson of said Board

ATTEST:
Clerk of said Board

Approved as to form:

3-7-02
Assistant County Counsel

Distribution: County Counsel
Public Works

somb.wpd

1.2

BEFORE THE ZONE 7 BOARD OF DIRECTORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 2-77

On the motion of Directors Patton
duly seconded by Directors Belgard
the following resolution is adopted:

RESOLUTION NO.

RESOLUTION ESTABLISHING RULES AND REGULATIONS
FOR OPERATION OF THE ZONE 7 BOARD OF DIRECTORS OF THE
SANTA CRUZ COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA

WHEREAS it is in the interest of Zone 7 of the Santa Cruz County Flood Control and Water Conservation District that rules and regulations be adopted to govern its operations;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Board of Directors of the Zone 7 Santa Cruz County Flood Control and Water Conservation District that the following rules and regulations be established for Zone 7 of the Santa Cruz County Flood Control and Water Conservation District:

ARTICLE I

Internal Organization and Procedure of Board

Section 1.1 Regular Meetings. ~~The regular meetings of the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 7 shall hereafter be held on the third Tuesday of January, March and September and on the first Tuesday of August except for years that in the month of July there are five Tuesdays, in which case the hearing will be held on the last Tuesday of July. A special meeting will be held during the month of June for budget hearings.~~

Section 1.2 Special Meetings. Special meetings of the Board of Directors shall be held upon the call of the Chair of the Board, or by two (2) Board members thereof, by delivering personally or by mailing written notice to each member, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered consistent with provisions of Government Code Sections 54950 to 54961, hereinafter referred to as the Brown Act.

Section 1.3 Adjourned Meetings. Consistent with provisions of the Brown Act, the Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.

Section 1.4 Meeting Place. The January, June and August or July meetings of the Board of Directors ~~shall normally be held at 9:30 a.m. at the Santa Cruz County Board of Supervisors Chambers at 701 Ocean Street, Santa Cruz, California, unless they adjourn to or fix another place of meeting in a notice to be given consistent with the provisions of the Brown Act. The March and September~~ meetings shall be held at 7:30 p.m. at the City of Watsonville, City Council Chambers at 250 Main Street, Watsonville, California, unless they adjourn to or fix another place of meeting in a notice to be given consistent with the provisions of the Brown Act.

Section 1.5 Holidays. In the event that any date fixed for a regular meeting of the District Board shall fall on a day on which the Board of Supervisors of Santa Cruz County does not meet, then the meeting appointed for such day shall be held on the following Tuesday which is a day on which the Board of Supervisors meets, at the hour specified for regular meetings to be held.

Section 1.6 Agenda Materials. All materials requiring Zone 7 Board of Directors' action, shall be submitted to the Clerk of the Zone 7 Board for placement on the agenda no later than 14 days prior to the scheduled Board meeting. A written agenda, including all agenda materials, will be assembled ~~12~~ ~~days~~ prior to the meeting and mailed or otherwise distributed by the Clerk to all Directors no later than ~~10~~ ~~days~~ prior to the meeting, except for items which qualify for late addition to the agenda pursuant to Section 54954.2 of the Government Code.

Section 1.7 Cancellation of Regular Meeting. If 13 days prior to the next scheduled regular meeting of the Board of Directors it shall appear to the Chairperson of the Board that there are no items of business to come before the Board, the Chairperson shall cancel the next regularly scheduled meeting of the Board and shall give 10 days written notice of such cancellation of the Board meeting to all members of the Board.

Section 1.8 Order of Business. The order of business at the regular meetings of said Board shall be as follows:

(a) Roll Call
(b) Consideration of Late Additions to the Agenda
(c) Additions and Deletions to the Agenda
(d) Approval of Minutes
~~(e) Unfinished Business~~
~~(f) New Business~~
~~(g) Allowance of Claims~~
~~(h) Oral Communications~~
(i) Adjournment

Section 1.9 Rules of Proceedings.

(a) Public Meetings: All legislative sessions of the Board, whether regular or special, shall be open to the public.

(b) Quorum: A majority of the voting members of the Board (4 out of 7) shall constitute a quorum for the transaction of business.

(c) Hearings - Continuance: Any hearing being held, or noticed or ordered to be held, by the Board at any meeting may be by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board in a manner consistent with the provisions of the Brown Act.

(d) Method of Action: The Board shall act only by ordinance, resolution or motion, which, to become effective, shall be adopted by at least a majority of its voting members in public meeting.

(e) Recording Vote: Except where action shall be taken by unanimous vote of all members present and voting, the Ayes and Noes shall be taken on all actions had.

(f) Ordinances: The enacting clause of all ordinances passed by the Board shall be in these words: "The Board of Directors of Zone 7 of the Santa Cruz County Flood Control and Water Conservation District DO ORDAIN as follows:" All ordinances shall be signed by the Chair of the Board of Directors and attested to by the Clerk.

(g) Contracts: All contracts on behalf of the Zone 7 Board of Directors shall be signed by the Chair and attested by the Clerk of the Zone 7 Board of Directors after having been authorized to do so by action of the Board.

(h) Robert's Rules: Except as otherwise herein provided, meetings of the Board of Directors shall be conducted in conformity with Robert's Rules of Order.

(i) Separate Record Keeping: Zone 7 shall maintain a separate index or indexes for all ordinances, resolutions, and actions of the Board. Those indexes and copies of all such ordinances, resolutions, or minute orders, in sequential order, shall be maintained in a readily accessible location in Room 500, of 701 Ocean Street, Santa Cruz, CA 95060. Those records shall be kept under the supervision of the Clerk of the Zone 7 Board of Directors.

(j) Non Voting Board Members: There shall be four non-voting members who may attend all public meetings. All four of these members shall live within the boundaries of the zone. Two of these members shall be appointed by the Watsonville City Council. One member shall be nominated by the incumbent District 4 County Supervisor and appointed by the County Board of Supervisors. The last additional member shall be nominated by the incumbent District 2 County Supervisor and appointed by the County Board of Supervisors. Non voting board members can initiate and participate in board items and discussions in an advisory capacity. Non voting members may not initiate motions, second motions or vote on motions. Non voting members may not participate or attend closed Board sessions including litigation matters.

See Resolution

Section 1.10 District Office and Mailing Address. The District Office and mailing address is hereby fixed and established at 701 Ocean Street, Room 500, Santa Cruz, California 95060.

Section 1.11 Election of the Zone 7 Board Chair and Vice Chair. Each year during its January meeting the Zone 7 Chair will call for nominations for the years' Chair and Vice Chair. The Chair and Vice Chair shall be selected by a majority vote of the total number of members of the Board, namely, a total of four (4) votes. (See Section 1.9 - Rules of Proceedings - Part (b) Quorum.)

ARTICLE II

Powers and Authorities

Section 2.1 Organized. Zone 7 of the Santa Cruz County Flood Control and Water Conservation District was established in 1991.

Section 2.2 District Board. The District shall be governed by a Board of Directors as described in the revised report of the Chief Engineer dated October 29, 1991, which is attached hereto and made a part thereof. This report shall hereinafter be referred to as the "Engineers Report."

Section 2.3 Contract for Construction, Maintenance or Repair Work. Zone 7 may contract for work consistent with the Public Contracts Code and State law.

Section 2.4 Charges. Revenues shall be developed by collecting a service charge to be levied on each parcel in the zone based on parcel size and land use. These charges are to be levied in accordance with the Engineers Report attached herein. Should the charges need to be revised due to change in the purpose of the zone as agreed upon by the City of Watsonville and County of Santa Cruz, such charges shall be done by ordinance or resolution approved by the Zone 7 Board of Directors.

Section 2.5 Zone 7 Funds. All Zone 7 revenue shall be deposited with the County Treasurer in separate Zone 7 accounts established by the County Auditor-Controller at the request of the Zone 7 Board of Directors. Any interest raised by the Zone 7 funds on deposit will be credited back to the fund that generated the interest.

Section 2.6 Disbursement of Money. Zone 7 funds shall be disbursed as directed in the attached report of the Chief Engineer. Disbursement shall be in the same manner as are all other payments made by the County Auditor-Controller, except for such changes in procedure as are required in recognition of the principle that Zone 7 of the Santa Cruz County Flood Control and Water Conservation District is a separate entity from the County of Santa Cruz. The County Auditor-Controller shall present an annual audited financial report to the Zone 7 Board of Directors.

All revenue generated by Zone 7 shall only be used to finance the local match of the Corps of Engineers project, construct the other construction projects, supplement the maintenance construction by the City of Watsonville and PSDMD and pay the administration costs associated with operating the zone as delineated in this report.

Revenue from the first year up to $300,000, except for the Administration and Public Service allocation, shall be allocated for performing increased County maintenance work on the Pajaro/Salsipuedes/Corralitos River system. Depending on the magnitude of maintenance work permitted by federal, state and local agencies, all of this $300,000 may be spent on clearing the river. Any funds that are not spent or allocated for identifiable work at the end of the first year shall be utilized in subsequent years for further increased maintenance of the Pajaro/Salsipuedes/Corralitos River system. All revenue for years 2 and 3, and that portion of year 4 necessary to guarantee the initial amount needed for the local match for the feasibility portion of the Army Corps project, except for the Administration and Public Service allocation, shall be placed in the local match fund for a possible Army Corps project. Beginning in the fourth year with those funds remaining after meeting the necessary match requirements for the feasibility study portion of the Army Corps project, and for each subsequent year, the annual revenue shall be broken down into the following components: $40,000 + CPI for Administration and Public Services, 23% (minimum) for Local Match Funding, 30% (minimum) for Other Construction Projects, with the balance split according to the distribution noted earlier between City and County Maintenance and Minor Capital Projects.

The percentage rates for the Local Match Fund, maintenance and construction allocations are a percentage of the revenue remaining after the Administration and Public Services allocation. Once the Army Corps project has been better defined by the completion of the Feasibility Study, the allocation to the Local Match Fund may be increased if needed to support any bond issues. Zone 7 funds shall be segregated into their own account.

Section 2.7 Calculation of County Departmental Charges. County departmental charges to Zone 7 shall be calculated and applied in the same manner as all charges by the Department of Public Works operations are charged to other departments and to special districts. Such charges shall be summarized in the annual report. Departmental charges may not exceed the amounts specified in the report of the Chief Engineer. The initial estimated annual Administration and Public Services cost is $40,000. This cost is to be split 90% to the County of Santa Cruz and 10% to the City of Watsonville. The annual Administration and Public Services allocation may be raised annually by the Board of Directors by an amount not to exceed the cumulative CPI increase from the date of formation. Costs associated to this category shall include annual accounting and auditing fees, tax collection and administration fees, staff time and other

costs associated directly with the administration of the zone. Also, all staff time spent responding to inquiries of the public shall be charged against this fund. Not included in this allocation are future unknown uniform fees mandated by local, state or federal agencies. Such fees, when levied, will be added to this allocation during annual budgets.

Section 2.8 Incidental Powers. The Board may do any act necessary or proper to the complete exercise and effect of any of the powers of the District or for the purposes of which it was formed.

Section 2.9 Inclusion of Powers. The enumeration of any power in this resolution is not intended to exclude the ability of the Board to exercise any other power which it may lawfully exercise.

Section 2.10 Severability. If any action, subsection, sentence, clause or phrase of this resolution or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this resolution or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this resolution or any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared to be unconstitutional.

ARTICLE III

Administrative Procedures

Section 3.1 Zone 7 Staff. Zone 7 may utilize the services of the County departments.

Section 3.2 Designation of Clerk. The Clerk of the Board of the Santa Cruz County Board of Supervisors is hereby designated, as ex-officio, the Clerk of the Zone 7 Board of Directors. The actions of the Clerk shall be in the name of the "Clerk of the Zone 7 Board of Directors."

Section 3.3 District Engineer. The County Director of Public Works shall be the Zone 7 Engineer. The Director's duties shall include, without being limited to, the supervision of all administrative matters relative to the operation, maintenance and repairs of the drainage works of the District, the preparation or review of all plans and specifications, and the inspection of all projects for the District. The District Engineer shall be licensed in accordance with the rules of the State of California. This work shall be performed with no additional compensation to the Director, other than the Director's salary as Director of Public Works for the County.

Section 3.4 Time Lines for Budget Submittals. The following advisory time lines are adopted for submission of budget materials:

Begin Zone 7 Program Review For Upcoming Fiscal Year	January
Draft Program -- Submitted To Member Entities For Comment	February 1
Receive Comments From Member Entities	March 1 - Comments are sought at all times
Submit Budget Proposal to Zone 7 Board Of Directors	March - Meeting
Budget Hearings	Special meeting during the Month of June.

Section 3.5 Collection of Zone 7 Charges on Tax Roll/Audits. All charges shall be collected together with, and not separately from taxes for County purposes by the County Tax Collector as a charge assessed on the tax roll. The County Auditor-Controller shall annually audit the zone finances.

PASSED AND ADOPTED this 19th day of June, 1992 by the Zone 7 Board of Directors of the Santa Cruz County Flood Control and Water Conservation District by the following vote:

AYES: DIRECTORS Beautz, Levy, Patton, Belgard, Keeley, Bennett, Bobeda
NOES: DIRECTORS None
ABSENT: DIRECTORS None
ABSTAIN: DIRECTORS None

Edward J. Kelly III
Chair of the Zone 7 Board of Directors of the Santa Cruz County Flood Control and Water Conservation District

Attest: _____
Clerk of the Zone 7 Board

APPROVED AS TO FORM:

_____ 6/8/92
District Counsel

DISTRIBUTION: Auditor-Controller
County Counsel
Zone 7 Board of Directors
Public Works

ZONE7 RES.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

RESOLUTION NO. 1-Z7

On the motion of Director Levy
duly seconded by Director Patton
the following resolution is adopted:

RESOLUTION TO ALLOW DESIGNATION OF ALTERNATES TO THE ZONE 7 BOARD OF DIRECTORS FOR THE MAYOR OF WATSONVILLE AND THE CHAIRMAN OF THE PAJARO VALLEY WATER MANAGEMENT AGENCY

WHEREAS, the uncodified California Water Code Appendix-Chapter 77, Section 306 provides that the Mayor of the City of Watsonville or chairman of the Pajaro Valley Water Management Agency, or a representative appointed by its legislative body in their place, shall be an ex-officio member of the board of directors of the district as to all matters pertaining to said zone.

WHEREAS, the City and Water Management Agency wish to designate alternate representatives to the Board of Directors,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:

The City of Watsonville may appoint a designated representative to serve as an alternate voting member of the Board of Directors.

The Pajaro Valley Water Management Agency may appoint a designated representative to serve as an alternate voting member of the Board of Directors.

The respective alternate member(s) may serve and vote in place of the mayor of the City of Watsonville and/or the Chairman of the Pajaro Valley Water Management Agency when he or she is absent or disqualifies himself or herself from participating in a meeting of the Board.

1.2

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Flood Control and Water Conservation District, Zone 7, the 19th day of June, 1992, by the following vote:

AYES:	DIRECTORS	Beautz, Levy, Patton, Belgard, Keeley and Bobeda
NOES:	DIRECTORS	None
ABSENT:	DIRECTORS	Kelly
ABSTAIN:	DIRECTORS	None

Edward J. Kelly III
Chair of Said Board

ATTEST:
Clerk of the Board

Approved as to form:
Samuel Torres Jr. 6/4/92
Samuel Torres Jr.
Assistant County Counsel

DISTRIBUTION: County Counsel
Public Works Director
City of Watsonville
Pajaro Valley Water Management Agency

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BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. 624-91

On the motion of Supervisor Patton
duly seconded by Supervisor Belgard
the following resolution is adopted:

RESOLUTION OF INTENTION TO ESTABLISH ZONE NO. 7 OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WHEREAS, Section 302 of Act 7390 of the California Water Code (uncodified) provides that the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District may initiate proceedings for the formation of zones within said District to undertake any project or works of improvement; and

WHEREAS, in accordance with Section 306 of said Act, the Engineer of said District has submitted to, and filed with, this Board of Directors the "Report of the Engineer" of the District on the proposed formation of Zone No. 7 of said District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:

1. This Board hereby declares its intention to form a zone under the terms of the Santa Cruz County Flood Control and Water Conservation District Act, to include all of the lands bounded on the south by Monterey Bay, on the East by the Pajaro River, on the North by Santa Clara, Santa Cruz County line, and on the West by the established boundary of Pajaro Storm Drainage Maintenance District, being more particularly described on Exhibit "A" attached hereto, and by this reference made a part of this resolution.

2. The name of the proposed zone is "SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE NO. 7."

3. The works of improvement for which the zone is to be created are:

   a. Engineering, construction and financing of a storm drainage system of water conservation projects as outlined in the 10/29/91 Report of the Engineer of the Santa Cruz County Flood Control and Water Conservation District on the Formation of Zone 7 of the District;

   b. Financing the maintenance of public storm drainage facilities or water conservation projects within the zone as outlined in the Report of the Engineer of the District.

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4. The 10/29/91 Report of the Engineer on formation of the proposed zone, the master plan of drainage facilities to be constructed, estimates of cost, and proposed methods of financing are on file with the Clerk of this Board and with the Engineer of this District, and said documents are available for examination by all interested parties at the respective offices of the Clerk of the Board and the Engineer in the County Government Center, Santa Cruz, California.

5. NOTICE IS HEREBY GIVEN that on the 17th day of December, 1991, at the hour of 9:30 a.m., in the Supervisors Chambers, County Governmental Center, Santa Cruz, California, is set as the date, time, and place of public hearing before this Board upon the proposed formation of said Zone No. 7 at which all interested persons for or against the establishment of the proposed zone may appear and present testimony.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of this Board is hereby directed to publish a copy of this resolution pursuant to Section 6066 of the Government Code in a newspaper of general circulation published in the County and circulated in the proposed zone, with the first publication being made at least twenty (20) days prior to the hearing date. Copies of this resolution should also be posted in not less than three (3) public placed in the proposed zone at least ten (10) days before the hearing date.

PASSED AND ADOPTED by the Board of Supervisors of the Santa Cruz County Flood Control and Water Conservation District, this 5th day of November, 1991, by the following vote:

AYES: DIRECTORS Beautz, Levy, Patton, Belgard, Keeley
NOES: DIRECTORS None
ABSENT: DIRECTORS None
ABSTAIN; DIRECTORS None

Chair of said Board

ATTEST: _____
Clerk of the Board

Approved as to form:
10/31/91
Samuel Torres Jr.
Assistant County Counsel

DISTRIBUTION: County Counsel
Director of Public Works
City of Watsonville
Pajaro Valley Water Management Agency

564261

SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
REPORT OF THE CHIEF ENGINEER OF THE DISTRICT ON THE FORMATION OF ZONE 7 OF THE DISTRICT

DATED: APRIL 2, 1991
REVISED: APRIL 29, 1991
REVISED: OCTOBER 29, 1991

Issued pursuant to the provisions of Section 306 of Act 7390, Uncodified Acts of the California Water Code

John A. Fantham, District Engineer of the Santa Cruz County Flood Control and Water Conservation District

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DESIGNATION OF ZONE

It is proposed that the zone of benefit be designated as Zone No. 7 of the Santa Cruz County Flood Control and Water Conservation District.

AREA PROPOSED FOR INCLUSION

The area proposed for inclusion in said Zone No. 7 is described as: All of the lands lying within the Pajaro Storm Drain Maintenance District, including those lands lying in the City of Watsonville, as shown on the map attached hereto.

PURPOSE OF THE ZONE

The purpose for which the zone is to be created is be as follows:

1. To guarantee funding source for the local match share of the proposed Army Corps of Engineers flood control project on the Pajaro River, Salsipuedes Creek and Corralitos Creek.
2. To finance and provide administrative and engineering drainage services, including the replacement, upgrading and maintenance of drainage and flood control facilities including, but not limited to, open and closed drainage conduits, channels, levees, drainage structures, pumps and other appurtenances within the zone.
3. To provide services or projects consistent with Section 77-4 of the Flood Control and Water Conservation District's enabling legislation (Deerings Act 7390. Statutes 1955 c.1489).

GOVERNING BOARD

In conformance with State law, Zone 7 shall be governed by a Board of Directors made up of seven voting members being the five Santa Cruz County Board of Supervisors, the Mayor of the City of Watsonville or their appointed representative, the Chairman of the Pajaro Valley Water Management Agency or their appointed representative. In addition there shall be four non-voting members who may attend all public meetings. All four of these members shall live within the boundaries of the Zone. Two of these members shall be appointed by the Watsonville City Council. One member shall be nominated by the incumbent District 4 County Supervisor and appointed by the County Board of Supervisors. The last additional member shall be nominated by the incumbent District 2 County Supervisor and appointed by the County Board of Supervisors.

GENERAL DESCRIPTION OF THE WORKS OF IMPROVEMENTS FOR WHICH ZONE IS TO BE FORMED

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Continuous urbanization has increased the level of potential flood damage and the need for improved protection against such damage. This urbanization is increasing runoff volumes from additional impervious areas, as well as exposing a greater number of buildings and structures to potential flood damage. These conditions should be alleviated,and to do so, it is necessary to augment the current low level of funding for drainage and flood control services which are now provided by the Pajaro Storm Drain Maintenance District. The primary concern, however, for forming Zone 7 is the upgrading of the levee system on the Pajaro River, Salsipuedes Creek and Corralitos Creek; and all other purposes are secondary.

Specific problems and their proposed solutions are as follows:

Pajaro River, Salsipuedes Creek and Corralitos Creek

Problem: Existing levels of flood protection are inadequate to protect the urbanized, agricultural, and industrial properties within the City of Watsonville and the surrounding unincorporated areas. Presently there is only 22 year flood capacity within the Pajaro river levee system. For this type of area 100 year protection is desired.

Solution: The County and City in conjunction with the Pajaro River Task Force should solicit the Army Corps of Engineers for a new flood control project on these rivers and creeks. If approved, federal funding will provide 75% of the project costs, with the remaining 25% the responsibility of local funds. Formation of this zone 7 is the first step in the process by creating a source for the local match funds.

The following other construction projects are to be solely funded and constructed by Zone 7:

1. West Beach Road at Lee Road

Problem: The existing drainage facilities in the area of the intersection are inadequate to keep the intersection from flooding.

Solution: Construct new drainage inlets and culverts to carry the drainage away from the intersection.

2. Lee Road at Watsonville Slough

Problem: Existing culverts under Lee Road at Watsonville Slough are undersized. The capacity of these culverts is insufficient to convey peak flows, causing flooding to occur along Lee Road and upstream areas.

Solution: Replace the existing culverts with a larger drainage structure.

3. Shell Road Pumps & Culverts

Problem: Phase II and Phase III of the Shell Road pumps and culvert project have not been completed due to lack of funding.

Solution: Complete the Phase II and Phase III improvements which include rebuilding existing headworks at Shell Road and adding additional culverts at Beach Road.

4. Pajaro River Levee Pump Replacement

Problem: Several existing pump stations along the Pajaro River are severly undersized resulting in flooding to areas behind the river levees in the City of Watsonville area.

Solution: Replace the pumps with new pumps.

5. West Beach Road

Problem: Existing drainage facilities west of the Lee Road intersection are inadequate to contain storm water runoff in this area.
Solution: Replace the existing culvert to Watsonville Slough with a larger pipe system and construct a new storm drain on West Beach Road.

6. Harkins Slough Pumps

Problem: The existing pump station is severely dilapidated and the existing pumps are undersized to pump storm flows from Harkins Slough to Watsonville Slough.

Solution: Construct a new pump station with new pumps.

7. Pajaro River Lagoon Pump Systems

Problem: In order to avoid seasonal breaching of the Pajaro River mouth, the Pajaro River Task Force has recommended that a pump system be developed to control the level of the lagoon dry summer and low flow periods.

Solution: The lagoon management plan recommends constructing two pump systems that discharge out into the City of Watsonville's wastewater ocean outfall.

8. S.P.R.R. Crossing at Watsonville Slough

Problem: The twin 72 inch CMP's at the Southern Pacific Railroad crossing on Watsonville Slough (located just up-stream of the confluence of Watsonville Slough and Harkins Slough) restrict the flow coming down Watsonville Slough. The backwater created by the undersized culverts forms a large lake upstream of the railroad, submerging roads and property.

Solution: Line the existing culverts and construct one additional culvert.

9. Lee Road at Struve Slough

Problem: The road elevation is only 3 feet above the flowline of the channel at this crossing and overtopping of the road occurs almost annually.

Solution: Construct a new culvert and raise the road.

10. Harkins Slough Road at Struve Slough

Problem: The existing 36 inch culvert crossing under Harkins Slough Road at Struve Slough is undersized. Additionally, the elevation of Harkins Slough Road is only 4 feet above the flowline of the channel at this crossing and overtopping of the road occurs almost annually.

Solution: construct a new culvert and raise the road.

11. Freedom Lake and Jesus Creek

Problem: Flooding along Freedom Lake and Jesus Creek downstream of Freedom Lake.

Solution: Construct sedimentation basin, channel improvements and bridge improvements.

12. Coleman Avenue to Salsipuedes Creek

Problem: Flooding occurs along the westerly side of East Lake Avenue (Highway 152) at Coleman Avenue. Runoff from the surrounding agricultural area collects at this low point, crosses Highway 152 and then flows toward Salsipuedes Creek.

Solution: Construct a new storm drainage system on Coleman Avenue and across East Lake Avenue to Salsipuedes Creek.

13. College Road at College Lake

Problem: Existing culvert on College Road, at outlet of College Lake, is inadequate to convey the storm water runoff.

Solution: Replace existing culvert with a larger structure.

14. Green Valley Apartments

Problem: Open channel in the vicinity of the Green Valley Apartment complex.

Solution: Construct a new underground storm drain system.

15. Carey Avenue at Hillside Avenue

Problem: The existing 24-inch culvert under Carey Avenue to a small creek by Casillas Avenue is too small to handle the existing flows.

Solution: Construct a larger pipe system.

It should be noted that in the future, numerous other isolated installations and channel improvements will be required to drain roadways and intersections and to prevent erosion and damage to both public and private property. Such projects may be added to this list by mutual consent of the City of Watsonville City Council and the County of Santa Cruz Board of Supervisors and as determined and dictated by the District Board of Directors, and as funds become available.

NEED FOR FUTURE ENVIRONMENTAL REVIEW

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Each of the projects undertaken by Zone 7 and more specifically listed on page 7 and including the Corps of Engineers project shall be subject to environmental review, and may be deleted or modified in response to environmental and public review of the project.

MAINTENANCE AND MINOR CAPITAL PROJECTS

Zone 7 will have no maintenance capabilities. It is hereby proposed that the zone shall annually transfer funds identified in this report for maintenance to the Pajaro Storm Drain Maintenance District (PSDMD) for the maintenance of all drainage facilities in the unincorporated areas, more specifically as listed on the attached PSDMD list of maintained channels. Funds identified for maintenance shall also be transferred to the City of Watsonville Department of Public Works for the maintenance of the drainage facilities within the City limits and for the construction of minor projects administered by the City. Both agencies shall present their proposed Zone 7 funded program and budget to the Board of Directors for review. PSDMD shall receive a percentage of the annual maintenance funds equal to the percent of the revenue generated by county parcels but shall never be lower than 45% of the total maintenance appropriation in Zone 7 annually. The City of Watsonville shall receive a percentage of the annual maintenance funds equal to the percent of the revenue generated by the city parcels but shall never be lower that 45% of the total maintenance appropriation in Zone 7 annually. Both the City and PSDMD shall also report annually to the Board of Directors on their previous years actual program expenditures.

LAND, EASEMENTS AND RIGHTS-OF-WAY

There may be necessary land purchases and easement acquisitions in connection with the Corps of Engineers Flood Control project on the Pajaro river. At the time of formation of the zone the extent and location of these right-of-way concerns are not known. Various other minor drainage easements will also be required for the construction of the proposed projects.

ADMINISTRATION AND PUBLIC SERVICES

The annual administration and public services allocation may be raised annually by the Board of Directors by an amount not to exceed the cumulative C.P.I. increase from the date of formation. Costs associated to this category shall include annual accounting and auditing fees, tax collection and administration fees, staff time and other costs associated directly with the administration of the zone. Also, all staff time spent responding to inquiries of the public shall be charged against this fund. Not included in this allocation are future unknown uniform fees mandated by local, state or federal agencies. Such fees, when levied, will be added to this allocation during annual budgets.

ESTIMATED COSTS

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A preliminary estimated cost (including right-of-way, project engineering and administrative overhead) for the construction of the initial projects previously described are as follows:

PRIORITY

1.	West Beach Road at Lee Road	$ 250,000.00
2.	Lee Road at Watsonville Slough	100,000.00
3.	Shell Road Pumps & Culverts	485,000.00
4.	Pajaro River Levee Pump Replacement	360,000.00
5.	West Beach Road	550,000.00
6.	Harkins Slough Pump Station	350,000.00
7.	Pajaro River Lagoon Pump System	400,000.00
8.	SPRR Crossing at Watsonville Slough	150,000.00
9.	Lee Road at Struve Slough	100,000.00
10.	Harkins Slough Road at Struve Slough	80,000.00
11.	Freedom Lake and Jesus Creek	1,000,000.00
12.	Coleman Avenue to Salsipuedes Creek	1,125,000.00
13.	College Road at College Lake	400,000.00
14.	Green Valley Apartments	68,000.00
15.	Carey Avenue at Hillside Avenue	100,000.00
	ESTIMATED CONSTRUCTION COST	$5,518,000.00
	ESTIMATED ANNUAL ADMINISTRATION AND PUBLIC SERVICES COST (split 90% County, 10% City)	$ 40,000.00
	ESTIMATED ANNUAL CITY AND COUNTY MAINTENANCE AND MINOR CAPITAL PROJECT COST	$ 550,000.00
	ESTIMATED LOCAL MATCH FUNDING REQUIREMENTS	$6,000,000.00

ESTIMATED 20 YE.. FUNDING REQUIREMENT

EST. LOCAL MATCH MONEY*	$ 6,000,000.00 (MIN
CONSTRUCTION	$ 5,518,000.00
ADMINISTRATION AND PUBLIC SERVICES	$ 600,000.00
CITY AND COUNTY MAINTENANCE AND MINOR CAPITAL PROJECTS	$ 7,400,000.00
TOTAL	$19,518,000.00

* It is anticipated that this allocation will provide the 25% local match for an Army Corps of Engineers flood control project on the Pajaro River, Salsipuedes Creek and Corralitos Creek. However, if more funds are needed for this match they will be deducted form the City and County Maintenance and Minor Capital Project funds.

ESTIMATED PERPETUAL ANNUAL FUNDING REQUIREMENTS

ADMINISTRATION AND PUBLIC SERVICES	$ 40,000.00
CITY AND COUNTY MAINTENANCE AND MINOR CAPITAL PROJECTS	$ 550,000.00

Plus funding for any newly identified beneficial drainage projects as agreed upon by the County Flood Control and Water Conservation District and the Watsonville City Council.

SERVICE CHARGES

A fund shall be developed by collecting a service charge to be levied on each parcel in the zone based on parcel size and land use. This charge will begin at a starting level and increase annually for seven years as specified below. Thereafter this charge shall remain constant, except for annual inflation increases equal to the annual CPI adjustment up to a maximum of 4% as approved by the Board of Directors. It is anticipated that this fee schedule will provide sufficient revenue to construct the designated projects in approximately 20 years. Additional projects may from time to time be identified and approved for inclusion into the list of projects by the Board of Directors. Prior to inclusion, the new projects must first be approved jointly by the Watsonville City Council and the Santa Cruz County Flood Control and Water Conservation Districts Board of Directors. These fees will continue in order to finance these approved additional projects.

It is the intent of these service charges to generate sufficient revenue to finance the local match of a possible Corps of Engineers project, construct the other works of improvement, supplement the maintenance construction by the City of Watsonville and PSDMD and pay the administration costs associated with operating the zone.

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Prior to the increased sevice charges as indicated in the Fee Schedule for year 6 (July 1997), the Watsonville City Council and the Santa Cruz County Flood Control and Water Conservation Districts Board of Directors and the Zone 7 Board of Directors shall vote on whether or not to continue the service charge increases, based on the status of the Army Corps project.

If all three agencies agree that sufficient progress has been made toward developing an acceptable Army Corps project and vote to continue to collect funds for a Army Corps project, then the fees shall continue from year 6 onward as indicated in the fee schedule. If a satisfactory Corps project has not been identified, and the agencies do not agree to continue pursuing such a project, then the service charge increases shall cease and service charges shall revert to the year 4 rates (as specified in the fee schedule) until the other construction projects have been constructed. In addition, if the agencies do not vote to continue collecting funds for an Army Corps project, all funds then held for the Army Corps project shall be distributed, on or before October 31, 1997, to the City of Watsonville and PSDMD for maintenance and minor capital projects according to the percentage distribution of which they were generated.

Further, at such time as the local match has been satisfied and all the other identified beneficial projects constructed, the fees shall be reduced to an amount necessary to finance the perpetual maintenance and administration services.

Fee Schedule

Year 1	Residential Property	$12 per SFRU* per year
	Agricultural Acreage:	$1.67 per acre per year
	Unimproved Acreage	$0.17 per acre per year
	Commercial/Industrial Acreage	$80 per acre per year

*Single Family Residence Unit (SFRU) is defined below:

Single Family Residence	1 unit
2 SFR's on a single parcel	2 units
3-4 SFR's on a single parcel	3 units
Mobile Home Parks	0.67 units per space
Duplex	1.4 units
Triplex	1.7 units
Fourplex	2 units

Structures greater than four units are apartments and are charged as commercial acreage.

Year 2	Residential Property	$18/SFRU/year
	Agricultural Acreage	$2.50/acre/year
	Unimproved Acreage	$0.25/acre/year
	Commercial/Industrial Acreage	$120/acre/year

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Year 3	Residential Property	$24/SFRU/year
	Agricultural Acreage	$3.33/acre/year
	Unimproved Acreage	$0.33/acre/year
	Commercial/Industrial Acreage	$160/acre/year
Year 4	Residential Property	$30/SFRU/year
	Agricultural Acreage	$4.16/acre/year
	Unimproved Acreage	$0.42/acre/year
	Commercial/Industrial Acreage	$200/acre/year
Year 5	Residential Property	$36/SFRU/year
	Agricultural Acreage	$5.00/acre/year
	Unimproved Acreage	$0.50/acre/year
	Commercial/Industrial Acreage	$240/acre/year
Year 6	Residential Property	$42/SFRU/year
	Agricultural Acreage	$5.83/acre/year
	Unimproved Acreage	$0.58/acre/year
	Commercial/Industrial Acreage	$280/acre/year
Year 7	Residential Property	$48/SFRU/year
	Agricultural Acreage	$6.66/acre/year
	Unimproved Acreage	$0.67/acre/year
	Commercial/Industrial Acreage	$320/acre/year

From year 8-onward the Board of Directors may choose to annually increase the fee schedule by the annual CPI adjustment, up to a maximum of 4%.

Unimproved acreage includes all vacant parcels (Assessor Use Codes 010, 011, 015, 040, 050, 051, 052, 053, 054, 055, 056, 058, 058, 110, 300), Timberland Preserve Zone Land (Assessor Use Codes 500 and 501), California Land Conservation Act Property (Assessor Use Codes 510 and 511) and Open Space Easement Propert (Assessor Use Codes 520 and 521).

It is the intent of the fees to charge the parcels the appropriate fee based on the current use of the property. County Assessor's use code information will be used to classify each parcel. On a case by case basis, property owners may appeal to the Zone Board of Directors to change their category if the actual property use is not consistent with the assessors use code. All such appeals must be applied for through the District Engineer.

In Zone 7 all greenhouses shall be categorized as agricultural acreage.

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FINANCIAL SUMM

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Based on the current breakdown of parcels in the zone, the following revenues are projected.

Year 1		$ 296,894.63
Year 2*		$ 445,163.09*
Year 3*		$ 593,431.53*
Year 4*		$ 741,699.98*
Year 5		$ 890,325.96
Year 6		$ 1,038,594.61
Year 7		$ 1,189,863.06
Years 8-20		$15,429,219.80
	Total	$20,622,192.66

-- *Represents years in which all, or a portion of, the revenue goes to the Local Match except for the Administration and Public Service allocation.
-- With the inclusion of interest payments, this should provide sufficient funding to carry out the programs identified in this report.

The generation of this revenue is distributed between the County and City at approximately the following rates based on the current distribution of parcels:

County of Santa Cruz	51%
City of Watsonville	49%

REVENUE DISTRIBUTION

All revenue generated by Zone 7 shall only be used to finance the local match of the Corps of Engineers project, construct the other construction projects, supplement the maintenance construction by the City of Watsonville and PSDMD and pay the administration costs associated with operating the zone as delineated in this report.

Revenue from the first year up to $300,000, except for the Administration and Public Service allocation, shall be allocated for performing increased County maintenance work on the Pajaro/Salsipuedes/Corralitos river system. Depending on the magnatude of maintenance work permitted by Federal, State and local agencies, all of this $300,000 may be spent on clearing the river. Any funds that are not spent or allocated for identifiable work at the end of the first year shall be utilized in subsequent years for futher increased maintenance of the Pajaro/Salsipuedes/Corralitos river system. All revenue for years 2 and 3, and that portion of year 4 necessary to guarantee the initial amount needed for the local match for the feasibility portion of the Army Corps project, except for the Administration and Public Service allocation, shall be placed in the local match fund for a possible Army Corps project. Beginning in the fourth year with those funds remaining after meeting the necessary match requirements for the feasibility study portion of the Army Corps

92-93 - 1ST

95-96 - 4TH 91

Project, and for each subsequent year, the annual revenue shall be broken down into the following components: $40,000 + C.P.I. for Administration and Public Services, 23% (minimum) for Local Match Funding, 30% (minimum) for Other Construction Projects, with the balance split according to the distribution noted earlier between City and County Maintenance and Minor Capital Projects.

The percentage rates for the Local Match Fund, Maintenance and Construction allocations are a percentage of the revenue remaining after the Administration and Public Services allocation. Once the Army Corps project has been better defined by the completion of the Feasibility study, the allocation to the Local Match Fund may be increased if needed to support any bond issues. Zone 7 funds shall be segregated into their own accounts, and any interest raised by the zone 7 funds on deposit will be credited back to the fund that generated the interest.

DESIGNATED PROJECTS(in order of construction)

1. West Beach Road at Lee Road
2. Lee Road at Watsonville Slough
3. Shell Road Pumps & Culverts
4. Pajaro River Levee Pump Replacement
5. West Beach Road
6. Harkins Slough Pump Station
7. Pajaro River Lagoon Pump Systems
8. SPRR Crossing at Watsonville Slough
9. Lee Road at Struve Slough
10. Harkins Slough Road at Struve Slough
11. Freedom Lake and Jesus Creek
12. Coleman Avenue to Salsipuedes Creek
13. College Road at College Lake
14. Green Valley Apartments
15. Carey Avenue at Hillside Avenue

It is the intent of this list of projects to state the current priority of projects as of the date of adoption of this report. This list shall be reviewed every five years by the Departments of Public Works for both the City of Watsonville and the County of Santa Cruz. Any mutually agreed upon changes to this list in regards to the order of construction shall be considered by the Zone 7 Board of Directors. Any addition or deletion of projects as recommended by both Public Works departments must have mutual consent of the Watsonville City Council, the Santa Cruz County Flood Control and Water Conservation District Board of Directors and the Zone 7 Board of Directors.

SPECIAL PROJECTS

1. Pajaro River Flood Control Project

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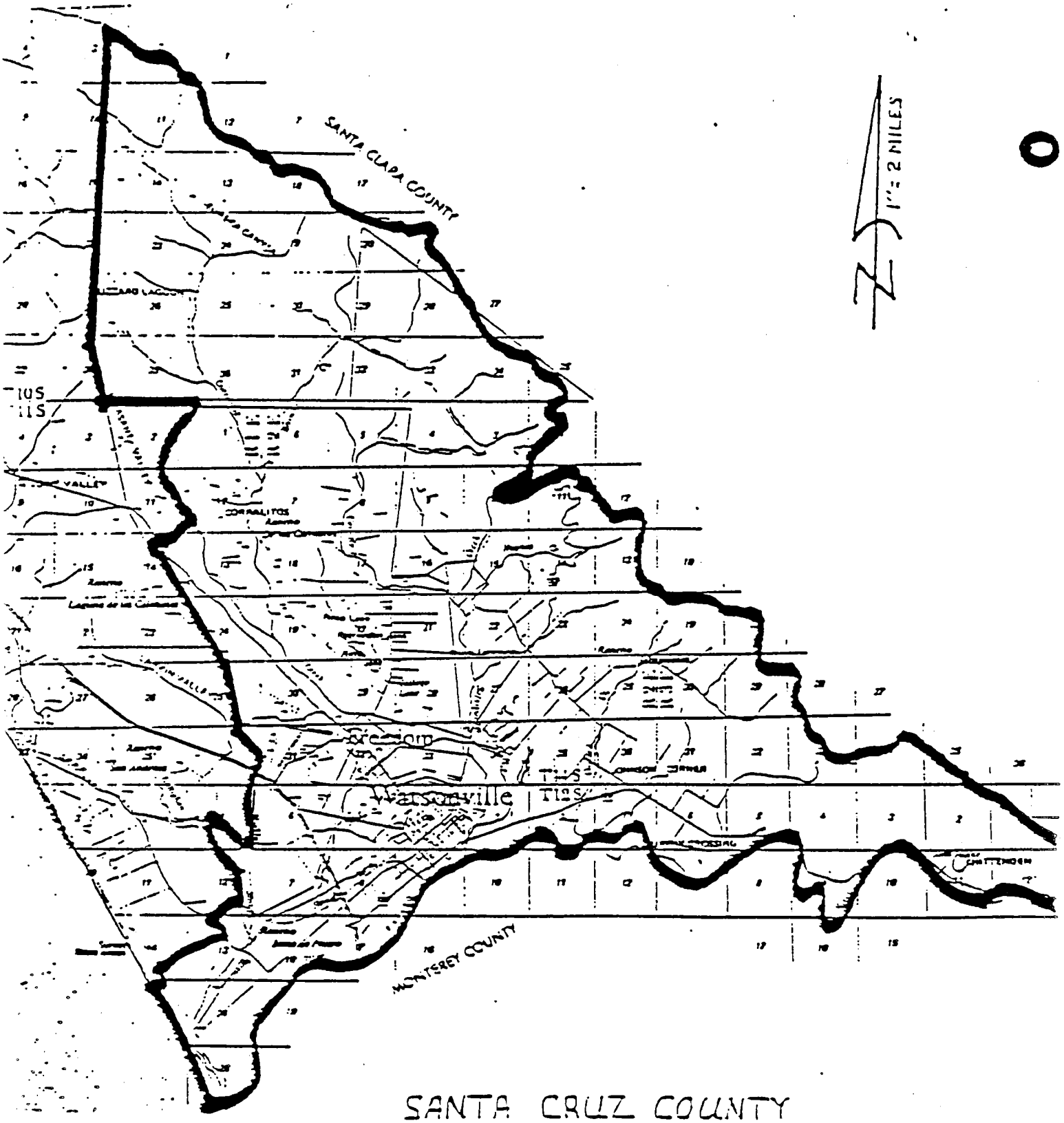

SANTA CRUZ COUNTY
FLOOD CONTROL AND
WATER CONSERVATION
DISTRICT - ZONE 7

P.S.D.M.D.

The Pajaro Storm Drain Maintenance District maintains those channels listed as Pajaro Storm Drain Maintenance District maintained channels, but also will respond to any emergency on any natural waterway within the Pajaro Storm Drain Maintenance District boundaries.

DEFINITIONS

A Pajaro Storm Drain Maintenance District maintained channel is a channel that receives periodic maintenance on a routine basis. Work performed includes herbicide spray program, bulldozer sand removal, willow planting, removal of large trees, stone riprap and metal revetments installed, levee restoration, mow grass, and any other work necessary to protect public and private property.

Those channels maintained by the Pajaro Storm Drain Maintenance District are listed below:

1. The Pajaro River

The levee channel and pump stations from the mouth to the Santa Cruz/Santa Clara County Line.

2. Corralitos Creek

The channel from Salsipuedes Creek, State Highway 152, to the junction with Browns Creek.

3. Salsipuedes Creek

The levees and channels from the Pajaro River to Corralitos Creek.

4. McGrath Creek

The levees and channels from the Pajaro River to Carlton Road.

5. Martin Ditch

The channel from the Pajaro River to and along Coward Road.

6. Tyman Lake Outlet

The channel from Tyman Lake to Martin Ditch.

7. Coward Creek

The channel from Coward Road to Carlton Road.

8. Kelly Lake Ditch

The pipeline and channel from Salsipuedes Creek to Kelly Lake.

9. College Lake Ditch

The channel from Salsipuedes Creek to the pumping station at College Lake

10. Pinto Lake Ditch

The channel from Pinto Lake to College Lake Ditch.

11. Jesus Creek

The channel from Lake Freedom to Corralitos Creek.

12. Lake Freedom Ditch

The channel from Freedom Boulevard at Pleasant Valley Road to Lake Freedom.

13. Merk Ditch

The channel from the end of Merk Road down to Kern Lake and then to Jesus Creek.

14. Green Valley Creek

The channel from College Lake to Casserly Road.

15. Casserly Creek

The channel from Green Valley Creek to Gaffey Road.

16. Cunha Ditch

The channel from Green Valley Creek to Casserly Road.

17. Calabasas Creek

The channel from Calabasas Road to Buena Vista Drive.

18. Beach Road Ditch - East Side

The pipes and channels adjacent to Beach Road from their origin to the Watsonville Slough.

19. Beach Road Ditch - West Side

The pipes and channels adjacent to Beach Road from Lee Road to and along San Andreas Road to Watsonville Slough.

20. Traverse Pipeline

The pipeline from Beach Road to Watsonville slough.

21. Lee Road Pipeline

The pipeline from Beach Road to ditch along SPRR.

22. Industrial Road Ditch

The pipes and ditches from First Street to Beach Road.

23. Smith Creek

The channel from Green Valley Creek to Casserly Road

24. Bradley Ditch

The ditch running through the Bradley School.

25. Mesa Verde Ditch

The channel from Mesa Verde Drive to Casserly Road.

26. Dutch Flat Ditch

The pipes and channels from College Lake to Little Way Lane.

27. Watsonville Slough

The pipes, pump stations, and channels from the Pajaro River to Main Street thence up Marin Ditch to Freedom Boulevard, thence up Glenwood Ditch to the New State right of way for Route 152.

28. Harkins Slough

The pipes and channels from Watsonville Slough to approximately 850 feet south of Buena Vista Drive.

29. Gillighan Slough

The channel from Harkins Slough to approximately 1000 feet south of Buena Vista Drive.

30. Hanson Slough

The channel from Watsonville Slough to Harkins Slough Road.

31. West Branch Struve Slough

The channel from Struve Slough to Harkins Slough Road.

32. Struve Slough

The pipes and channels from Watsonville Slough to Airport Boulevard and Freedom Boulevard.

33. Corralitos Ditch

The pipes and channels from Hames Road across Blake Avenue to Corralitos Creek.

34. Southern Pacific Ditch

The channel from Watsonville Slough along the SPRR tracks to Lee Road.

WILD STATE WATERWAYS

Wild state waterways are creeks, sloughs and tributaries in their natural state that do not receive maintenance by the district unless some major problem exists; such problems would be log jams, fallen trees, flooding and erosion. All efforts are to be made to keep these waterways in their natural state.

Those creeks to be designated as wild State waterways are listed below:

A. Browns Creek

The creek from Corralitos Creek to the headwaters, including all tributaries contributing to the flow, such as Redwood Canyon, Ramsey Gulch, Gamecock Canyon, and others.

B. Corralitos Creek

The creek from its junction with Browns Creek to the headwaters, including all tributaries contributing to the flow; such as Mormon Gulch, Clipper Gulch, Eureka Gulch, Shingles Gulch, Rattlesnake Gulch, Diablo Gulch and others.

C. Rider Creek

The creek from Corralitos Creek to its headwaters.

D. Green Valley Creek

The creek from Casserly Road to its headwaters including all tributories contributing to the flow.

E. McGrath Creek (Coward Creek)

The creek from Carlton Road to its headwaters.

F. Coward Creek

The creek from Carlton Road to its headwaters.

G. Casserly Creek

The creek from Gaffey Road to its headwaters.

H. Kelley Creek

The creek from Kelley Lake to its headwaters.

I. Tyman Creek

The creek from Tyman Lake to its headwaters.

J. Mattos Gulch Creek

The creek from the Pajaro River to its headwaters.

K. Atherton Creek

The creek from the Pajaro River to the headwaters, including all tributaries contributing to the flow.

L. Calabasas Creek

The creek from Harkins Slough to Buena Vista Drive.

M. West Branch - Struve Slough

The slough from Harkins Slough to Airport Boulevard.

N. Murphy Creek

The creek from the Pajaro River to its end.

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RESOLUTION NO. 386-91 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE CONSENTING TO INCLUDE ITS TERRITORY WITHIN ZONE 7 OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WHEREAS, the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District has, by the adoption of a Resolution of Intention, declared its intention to form Zone No. 7 of said District within the area bounded on the South by Monterey Bay, on the East by the Pajaro River, on the North by Santa Clara, Santa Cruz County line, and on the West by the established boundary of Pajaro Storm Drainage Maintenance District, for the purposes of engineering, construction, and financing a storm drainage system or water conservation projects as outlined in "Report of the Engineer" of the District dated April 2, 1991, revised April 29, 1991, with errata sheets added October 8, 1991, a copy of which is attached hereto and incorporated herein by this reference, as well as financing the maintenance of public storm drainage facilities within the Zone as outlined in the "Report of the Engineer"; and

WHEREAS, the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District desires the concurrence of the City of Watsonville in establishing Zone 7, which includes the area governed by the City Council; and

WHEREAS, it is in the best interests of the City of Watsonville for the safety and protection of its property and citizens to include its territory within the proposed Zone 7.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the City of Watsonville does hereby give its consent that all of its territory as lies within the hereinafter described Zone No. 7 be included within Zone No. 7 of the Santa Cruz County Flood Control and Water Conservation District if said Zone No. 7 is formed for the purposes outlined in said Resolution of Intention.

2. That the City of Watsonville does hereby agree and give its consent to the construction of that list of Designated Projects specified in the "Report of the Engineer", dated April 2, 1991, as revised, and further agrees and consents to the implementation of those service charges and revenue distribution outlined in the aforementioned "Report of the Engineer", dated April 2, 1991, as revised, unless a revised list of designated projects, service charges or revenue distributions are first approved by the Watsonville City Council and the Santa Cruz County Board of Supervisors acting as the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District, prior to final confirming action of such changes by the Zone 7 Board of Directors.

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The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 29th day of October, 1991, by Council Member Eves, who moved its adoption, which motion being duly seconded by Council Member Milladin, was upon roll call carried and the resolution adopted by the following vote:

AYES: COUNCIL MEMBERS: Eves, Hurst, Milladin, Rios, McFarren

NOES: COUNCIL MEMBERS: Bobeda, Murphy

ABSENT: COUNCIL MEMBERS: None

Mayor

ATTEST:

Lorraine Washington
City Clerk

APPROVED AS TO FORM:

Iris J. Hernandez
City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING VIOLET LUCAS AS A NON-VOTING BOARD MEMBER TO THE COUNTY OF SANTA CRUZ FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, BOARD OF DIRECTORS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That Violet Lucas, is hereby appointed as a non-voting member to the County of Santa Cruz Flood Control and Water Conservation District, Zone 7, Board of Directors, coinciding with the term for County Supervisorial District 4.

2. That the City Clerk is hereby directed to transmit a copy of this resolution to the County of Santa Cruz Flood Control and Water Conservation District, Zone 7 Board of Directors.

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City of Watsonville
Community Development Department

M E M O R A N D U M

DATE: **August 19, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Suzi Merriam, Community Development Director**
Carlos Landaverry, Housing Manager

SUBJECT: **2020 City of Watsonville Affordable Housing Program limits**

AGENDA ITEM: **August 25, 2020** **City Council**
Successor Housing Agency

RECOMMENDATION

It is recommended that the Council, acting as the Successor Housing Agency adopt a resolution establishing the 2020 Maximum Income, Rent, and Sales Price Limits for the Watsonville Affordable Housing Program.

DISCUSSION

The Affordable Housing Ordinance ("Ordinance"), codified in Chapter 14-46 of the Watsonville Municipal Code, requires that 15% to 20% of new housing built in the City be affordable to median to above moderate-income households (as defined in the Ordinance). The housing regulated by this Ordinance is generally referred to as affordable, inclusionary and/or deed restricted units. The Ordinance also includes formulas for determining maximum income, rent and sale price limits to be used by the City's Affordable Housing Program ("Program").

Per the Ordinance, the Program limits are based on the official State Income Limits as published by the State Department of Housing and Community Development (HCD). The Ordinance defines the "Watsonville median income limit" at 70% of the Santa Cruz County median income limit. This local adjustment means that the names of the Watsonville income categories do not match the state/federal income category names. The State limits are based on U.S. Census Bureau estimates for each county, which are adjusted by the U.S. Department of Housing and Urban Development (HUD) and HCD for the purpose of administering State and Federal programs.

HCD recently released the 2020 Official State Income Limits, and given that HUD's limits and the economic and housing market have improved, a change in the sales price limits for the City's Program is warranted at this time. Also included in the new 2020 Watsonville

Affordable Housing Program Limits is a “Watsonville Median Home Price,” which the Ordinance requires be established periodically by Council resolution. Watsonville’s median home price was based on home sale data obtained from the Multiple Listing Service and submitted by the Santa Cruz County Association of Realtors for the past twelve months.

The proposed 2020 limits will take effect immediately upon adoption by the Council and will remain in effect until new limits are adopted.

STRATEGIC PLAN
The proposed resolution supports Goal 1 (Housing) of the Strategic Plan by providing sufficient, quality housing opportunities, and expanding housing programs for all City residents.

FINANCIAL IMPACT
The recommended action will not impact the General Fund.

ALTERNATIVES
The Council could choose not to adopt the proposed resolution, in which case the existing Affordable Housing Program limits would remain in effect.

ATTACHMENTS
None

cc: City Attorney

RESOLUTION NO._____ (CM)
RESOLUTION NO._____ (SHA)

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE, ACTING AS THE SUCCESSOR HOUSING AGENCY ADOPTING THE WATSONVILLE AFFORDABLE HOUSING PROGRAM 2020 INCOME, RENT AND SALES PRICE LIMITS FOR THE CITY'S AFFORDABLE HOUSING PROGRAM AND ESTABLISHING THE WATSONVILLE MEDIAN SALES PRICE AT $645,000

WHEREAS, on June 26, 2001, the City Council adopted Ordinance No. 1107- 01 (CM) repealing Chapter 14-46 (Affordable Housing Ordinance) and adding a new Chapter 14-46 (Affordable Housing Ordinance) to the Watsonville Municipal Code to better meet the Goals, Policies and Programs of the Housing Element of the Watsonville 2005 General Plan; and

WHEREAS, subsection (cc) of § 14-46.030 of the Watsonville Municipal Code defines the Watsonville median household income to be seventy percent (70%) of Santa Cruz County's median household income adjusted for family size and rounded up to the nearest fifty and no/100ths ($50.00) dollar increment; and

WHEREAS, the annual income data for counties is published annually by the State Department of Housing and Community Development (HCD) pursuant to Section 6932 of Title 25 of the California Code of Regulations (25 CCR 6932); and

WHEREAS, subsection (a)(2) of § 14-46.130 and subsection (a) of § 14-46.140, and subsection (f)(2) of § 14-46.150 of the Watsonville Municipal Code provide that the Council from time to time shall adopt a resolution establishing income limits, residential rent levels and affordable sales prices for the City of Watsonville; and

WHEREAS, subsection (l) of § 14-46.030 of the Watsonville Municipal Code provides in part that "for-sale" affordable units be sold to first time homebuyers, except when a buyer has sold a unit within the City of Watsonville at a price that is no more

than ninety-five (95%) percent of the Watsonville median sales price determined from time to time by resolution of the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL ACTING AS THE SUCCESSOR HOUSING AGENCY OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the City Council of the City of Watsonville, acting as the Successor Housing Agency hereby adopts the schedule entitled "Watsonville Affordable Housing Program 2020 Income, Rent and Sales Price Limits, attached hereto and incorporated herein as Exhibit "A," setting forth the City of Watsonville Affordable Housing Program 2020 limits for Maximum Allowable Income to Occupy Affordable Units, Maximum Allowable Residential Rent, and Maximum Allowable Home Sales Price.

2. That said Schedule shall be used to determine income limits, maximum residential rents, and maximum home sales prices until changed by Council.

3. That the Watsonville Median Sales Price for a home is hereby established at $645,000 until changed by Council.

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Watsonville Affordable Housing Program
2020 Income, Rent and Sales Price Limits

Income Limits								
	Number of Persons in Household							
Income Category	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Very Low	$43,150	$49,300	$55,450	$61,600	$66,550	$71,500	$76,400	$81,350
Low	$53,900	$61,600	$69,300	$77,000	$83,200	$89,350	$95,500	$101,650
Median	$64,700	$73,950	$83,200	$92,400	$99,800	$107,200	$114,600	$122,000
Moderate	$80,850	$92,400	$103,950	$115,500	$124,750	$134,000	$143,250	$152,500
Above Moderate	$91,650	$104,750	$117,850	$130,900	$141,400	$151,850	$162,350	$172,800

Rent Limits					
	Number of Bedrooms				
Income Category	**Studio**	**1**	**2**	**3**	**4**
Very Low	$674	$770	$866	$963	$1,040
Low	$1,078	$1,232	$1,386	$1,540	$1,663
Median	$1,348	$1,540	$1,733	$1,925	$2,079
Moderate			$1,644		

Resale Price Limits (per Affordability Formula)					
	Number of Bedrooms				
Income Category	**Studio**	**1**	**2**	**3**	**4**
Median	$249,815	$285,503	$321,190	$356,878	$385,429
Moderate	$299,778	$342,603	$385,429	$428,254	$462,514
Above Moderate	$374,722	$428,254	$481,786	$535,317	$578,143

2020 Watsonville Median Single Family Home Price: $645,000 *
95% of Watsonville Median Single Family Home Price: $612,750

Effective 8/26/2020

* based on MLS listings for single family homes sold in City limits from July 2019 through July, 2020.

SANTA CRUZ COUNTY INCOME LIMITS FOR 2020

Income Levels	% of AMI	1	2	3	4	5	6	7
Very Low	50%	46,350	53,000	59,600	66,200	71,500	76,800	82,100
Low	80%	74,350	85,000	95,600	106,200	114,700	123,200	131,700
Median	**100%**	**77,000**	**88,000**	**99,000**	**110,000**	**118,800**	**127,600**	**136,400**
Moderate	120%	92,400	105,600	118,800	132,000	142,550	153,100	163,700

City of Watsonville
Finance Department

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Cindy Czerwin, Administrative Service Director**
Patricia Rodriguez, Senior Financial Analyst

SUBJECT: **Resolution to Update City Officers in the Local Agency Investment Fund (LAIF)**

AGENDA ITEM: **August 25, 2020** **Joint City Council, Successor Agency & Successor Housing Agency**

RECOMMENDATION:
Staff recommends the Council adopt a resolution updating the City officers as noted below for the Local Agency Investment Fund (LAIF). Only designated officers may order deposits or withdrawals of the monies in LAIF in accordance with California Government Code §§ 16429.1 et. seq., and in particular subdivision (d) of § 16429.1 for the purpose of investment as provided therein

	Name	Title
1.	Matthew Huffaker	City Manager/Executive Director
2.	Cynthia Czerwin	Administrative Service Director
3.	Marissa Duran	Assistant Finance Director
4.	Patricia Rodriguez	Senior Financial Analyst

DISCUSSION:
The last LAIF resolutions were 17-85 (CM) and 1-12 (SA). City officers have changed since then and the City has been updating form Authorization for Transfer of Funds with LAIF. Updating resolutions identifying the authorized officers would avoid any delays with LAIF transactions.

ALTERNATIVES:
None

ATTACHMENTS:
1) Resolution No.'s 17-85 (CM) and 1-12 (SA)

cc: City Attorney

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RESOLUTION NO. 17-85 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING INVESTMENT OF CITY OF WATSONVILLE MONIES IN LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, this City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein is in the best interests of the City of Watsonville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That this City Council does hereby authorize the deposit and withdrawal of City of Watsonville monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

2. That the following City officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

CHARLES COMSTOCK, Administrative Services Director
JOHN RADIN, City Manager
LAURA SLINKER, Assistant Finance Officer

* * *

OFFICE OF
THE CITY ATTORNEY
CITY OF WATSONVILLE
CALIFORNIA

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 22nd day of January, 1985, by Council Member Osmer, who moved its adoption, which motion being duly seconded by Council Member Marsano, was upon roll call carried and the resolution adopted by the following vote:

AYES: COUNCIL MEMBERS: Clark, Deretich, Ingersoll, Marsano, Murphy, Osmer, Soldo

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None.

Ann M. Soldo
MAYOR

ATTEST:

Lorraine Washington
City Clerk

OFFICE OF
THE CITY ATTORNEY
CITY OF WATSONVILLE
CALIFORNIA

RESOLUTION NO. 1-12 (SA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND APPROVING OFFICERS AUTHORIZED TO TRANSACT BUSINESS WITH THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council, acting as the Successor Agency, does hereby find that deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Watsonville.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE, AS FOLLOWS:

Section 1. That the City Council, acting as the Successor Agency, does hereby authorize the deposit and withdrawal of Successor Agency of the Redevelopment Agency of the City of Watsonville monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as state therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

Section 2. That the following City of Watsonville officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Carlos Palacios
City Manager/Executive Director

William (Bill) Hays, CPA
Assistant Finance Officer

Marissa Duran
Finance Analyst

Patricia Rodriguez
Finance Analyst

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The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the **28th** day of **February**, **2012**, by Member **Hurst**, who moved its adoption, which motion being duly seconded by Member **Dodge**, was upon roll call carried and the resolution adopted by the following vote:

AYES:	COUNCIL MEMBERS:	**Bilicich, Dodge, Hurst, Montesino**
NOES:	COUNCIL MEMBERS:	**None**
ABSENT:	COUNCIL MEMBERS:	**Bersamin, Martinez, Rios**

Eduardo Montesino, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____ (CM)
RESOLUTION NO. _____ (SA)
RESOLUTION NO. _____ (SHA)

A JOINT RESOLUTION OF THE CITY COUNCIL, THE CITY COUNCIL IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY, AND THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND APPROVING OFFICERS AUTHORIZED TO TRANSACT BUSINESS WITH THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council, the City Council in its Capacity as the Successor to the Housing Assets and Functions of the Former Redevelopment Agency, and the Successor Agency of the Former Redevelopment Agency do hereby find that deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Watsonville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, AS FOLLOWS:

Section 1. That the City Council, the City Council in its Capacity as the Successor to the Housing Assets and Functions of the Former Redevelopment Agency, and the Successor Agency of the Former Redevelopment Agency, do hereby authorize the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code

for the purpose of investment as state therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

Section 2. That the following City of Watsonville officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Matthew Huffaker City Manager/Executive Director	Cynthia Czerwin Administrative Services Director
_____	_____
Marissa Duran Assistant Finance Director	Patricia Rodriguez Senior Financial Analyst
_____	_____

****

ORDINANCE NO. _____(CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE BY AMENDING SECTION 1-2.07 REGARDING AUTHORITY TO ISSUE CITATIONS

Rescinds Ordinance No.'s 499-80 (CM), 922-93 (CM), 1044-98 (CM), and 1150-02 (CM)

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

SECTION 1. ENACTMENT.

Chapter 2 (Penalty Provisions) of Title 1 (General Provisions) of the Watsonville Municipal Code is hereby amended by amending Section 1-2.07 (Authority to issue citations) to read in words and figures as follows:

CHAPTER 2 PENALTY PROVISIONS

Sec. 1-2.07 Authority to issue citations.

The provisions of § 836.5 of the Penal Code of the State of California authorize certain officers and employees of the City to issue written Notice to Appear and Release Citations for violations of this Code which such officers or employees have the duty to

enforce. The following officers and employees are hereby designated and authorized to issue citations:

(a) Community Development Department.

(1) Director and designees.

(b) Police Department.

(1) Chief of Police and designees.

(c) Fire Department.

(1) Fire Chief and designees.

(d) Public Works and Utilities Department.

(1) Director of Public Works and Utilities and designees.

(e) Municipal Airport.

(1) Director and designees.

SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

****

City of Watsonville
Community Development Department

M E M O R A N D U M

DATE: **August 12, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Suzi Merriam, Director of Housing & Community Development**

SUBJECT: **Emergency Moratorium to Prevent COVID-19 Caused Evictions and Direction to Staff to Develop a COVID related Rental Assistance Program**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Staff recommends adopting the attached uncodified ordinance prohibiting evictions in the City of Watsonville to the extent attributable to the consequences of COVID-19 and directing that the City develop an Emergency Rental Assistance Program to assist tenants affected by COVID-19 and return to City Council to approve a budget allocation to fund the program.

RECENT EVENTS

- On January 30, 2020, the World Health Organization declared COVID-19 a public
- health emergency of international concern.
- On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency.
- On March 4, Governor Newsom signed Executive Order N-25-20 proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19.
- On March 10, 2020, the Council declared a public health emergency from COVID-19.
- On March 13, 2020, the County Superintendent of Schools closed all schools in the
  County of Santa Cruz.
- On March 16, 2020, Governor Newsom signed Executive Order N-28-20 restricting residential evictions.

Also, on March 16, 2020, Santa Cruz County Health Officer Gail Newel issued a Shelter In Place (SIP) Order enforceable by the Santa Cruz County Sheriff's Office and local police chiefs. The Order directed all individuals to shelter in their place of residence unless they must obtain or perform vital services. Since March 16, this order has been partially lifted to allow for outdoor dining and personal services and reinstatement of non-essential business.

On March 23, 2020, the Council at an Adjourned Special Council meeting adopted an Uncodified Urgency Ordinance of the City Council of the City Watsonville enacting a temporary moratorium on residential and commercial evictions due to nonpayment rent where the failure to pay rent resulted from income loss due to the effects of the Novel Coronavirus (COVID), (Urgency Eviction Ordinance No. 1402-20). Shortly after the Council's approval of the Urgency Ordinance, the cities of Santa Cruz, Capitola and Scotts Valley also approved similar ordinances to temporarily prohibit such evictions.

The March 23, 2020, the eviction moratorium prohibited a landlord from evicting a residential or commercial tenant for failure to pay their rent due to a documented loss of income caused by the COVID-19 pandemic. The temporary moratorium on evictions does not forgive the payment of rent, but rather acknowledges the tenant is still obligated to pay the rent and gives protected tenants up to six months after the City of Watsonville proclaims the termination of the local public health emergency to pay their landlord all unpaid rent. Lastly, language was added in the Ordinance to afford the tenant with protections that could be used as an affirmative defense in an eviction proceeding. The Ordinance expired on May 31, 2020.

On March 23 2020, the Council also requested that the City convene a taskforce of local stakeholders from all sectors in an effort to better understand the situation and impacts that the Urgency Ordinance may have on the community and provide recommendations on how to move forward after May 31, 2020, when the March 23rd eviction moratorium urgency ordinance expires.

On March 27, 2020, Governor Gavin Newsom issued a Statewide Eviction Moratorium in Executive Order N-37-20 banning enforcement of eviction orders state-wide for renters affected by COVID-19 through May 31, 2020.

At a California Judicial Council meeting on April 6, 2020, the chairs of the Judicial Council's six internal committees recommended that the Judicial Council adopt rules of court to suspend the entry of defaults in unlawful detainer actions and suspend judicial foreclosures. The Judicial Council did so on April 6, to be effective until 90 days after the Governor lifts the state of emergency related to the COVID-19 pandemic.

On May 22, 2020, after convening and meeting with the eviction moratorium stakeholder group on April 23 and May 7, 2020, staff recommended that the City Council allow the eviction moratorium to lapse due to the federal and state protections prohibiting tenant evictions and foreclosures.

The eviction moratorium stakeholder group continued to meet on June 11 and August 6, 2020 to share information and discuss recommendations to best protect vulnerable tenants in Watsonville.

On August 13, 2020, the Judicial Council voted to allow the temporary Emergency rule 1: Unlawful detainers, and Emergency rule 2: Judicial foreclosures, to expire on September 1, 2020. These emergency rules effectively stopped the courts from processing any eviction or foreclosure filings in the state of California. Further, the

federal stimulus bill passed on March 26, 2020, expired on July 31, 2020. This ended the $600 weekly stimulus checks for the unemployed and also ended the federal ban on evictions and foreclosures.

DISCUSSION:

Due to directives from federal, state and local health officials, public and private events have been cancelled, schools have closed, and residents have been advised to avoid public gatherings and work from home to prevent the spread of this disease. Restaurant and retail business have significantly declined, and parents miss work to care for home-bound school-age children, resulting in workers being impacted by lost wages and layoffs. The loss of wages caused by the effects of COVID-19 will impact a tenant's ability to pay rent when due, leaving tenants vulnerable to eviction and homelessness. Beginning around the second week of March, many local governments throughout the country passed resolutions, executive orders, and ordinances to protect local tenants – both residential and small businesses. On March 16th, Governor Gavin Newsom signed Executive Order N-28-20, which avoided a state-wide response to the issue, and instead allowed local governments to "impose substantive limitations on residential or commercial evictions" related to COVID-19.

At the June 6, 2020 stakeholder meeting, staff proposed that a new eviction moratorium be considered for the City of Watsonville due to the loss of federal and state protections. The group discussed the details that might be included in a new urgency ordinance. In general, the landlords and property managers recommended against a moratorium whereas the tenants' rights groups recommended for reinstating the eviction moratorium.

Concerns from both sides included:

1. Allowing landlords to evict tenants for non-COVID-10 related reasons
2. Giving tenants more time to notify landlord of inability to pay rent
3. Requiring documentation to prove that tenant cannot pay rent due to COVID-19
4. Penalizing all landlords due to a few "bad actors"
5. Protections for landlords who may not be able to afford to continue paying their mortgage if a tenant cannot pay rent

Based on these concerns, staff has drafted a revised Eviction Moratorium Urgency Ordinance that includes the following changes:

1. Allow up to 7 days to provide landlord with notice
2. Extend moratorium until the local emergency order is rescinded
3. Require that landlords that serve eviction notices for tenants who are not impacted by COVID-19 provide tenants with a 1-page list of housing/legal resources and facts about the eviction moratorium (see Attachment 1)

This report lays out various aspects of an eviction for nonpayment moratorium to be considered by the Council and compares how other California cities have addressed these issues.

DURATION OF MORATORIUM

Given the rapidly changing and unpredictable nature of this crisis, the proposed Ordinance states that it will be in effect until the local state of emergency is lifted. This

will ensure that tenant protections stay in place throughout the duration of the local state of emergency.

AFFECTED PROPERTIES

The proposed Ordinance will protect residential tenants who live within the limits of the City of Watsonville.

TIME PERIOD FOR PROVIDING NOTICE TO LANDLORD

The previous moratorium required that tenants affected by COVID-19 provide notice to their landlord prior to rent being due. This placed a significant burden on tenants who may have difficultly contacting their landlord prior to the first of the month. In order to provide addition latitude for noticing landlords, the moratorium requires that tenants provide notice to their landlord within 7 days of rent being due.

CIRCUMSTANCES/PROOF REQUIRED TO QUALIFY FOR PROTECTION

The language in the proposed Ordinance draws from the Governor's Executive Order N-28-20, which states that circumstances for "affected tenants" can be defined as including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and the decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (I) was caused by the COVID-19 pandemic, or by any local, state, or federal occupation thereof.

Cities range in the types of documentation that could be used to verify Covid-19 related financial impacts. While it helps to be clear about what qualifies, it should be taken into consideration that this is a busy and confusing time for all, and it may be difficult or impossible for tenants to collect appropriate and cohesive documentation in a short amount of time. The tenant must demonstrate through documentation or other objectively verifiable means that their delayed payment is due to a covered reason. Any financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.

Table 1

Examples of documentation/process required to qualify for eviction protection

Hermosa Beach	Appropriate documentation to support the claim
Los Angeles	Documentation not specified
Sacramento*	To take advantage of the protections afforded under this subsection D, a tenant must do all the following: a. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment; b. Provide the landlord with verifiable documentation to support the assertion of a covered reason for delayed payment; and c. Pay the portion of rent that the tenant is able to pay.
San Francisco	The tenant must provide notice to the landlord within 30 days after the date that rent was due that the tenant is unable to pay rent due to financial impacts related to COVID-19. Within one week of providing notice, the tenant shall provide the landlord documentation. If the tenant does not provide evidence of financial impacts related to COVID-19, the landlord may attempt to proceed [with eviction].

San Jose	1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; 2. Employer paycheck stubs; 3. Bank statement. (not exclusive)
Santa Monica	The tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim.
State Executive Order	*Documentation not specified.*

REPAYING PAST-DUE RENT

This Ordinance does not deny landlords the rent they are due, it simply defers payment during the crisis for those financially affected by the pandemic so that tenants affected by COVID-19 will be protected from eviction during this time. The previous urgency ordinance required that landlords provide tenants at least 6 months to repay past rent. Given that the pandemic has lasted longer than anyone could have anticipated back in March, the proposed ordinance does not include repayment terms.

In our discussions with the Eviction Moratorium Stakeholders, we were made aware that requiring a minimum repayment period is not necessarily in the best interest of the tenant. Several landlords indicated that the repayment terms for many tenants will be multi-year, and at this stage, over 5 months after the beginning of the Pandemic, those who have been financially impacted may not be able to repay 5 months back rent within 6-12 months. It is hoped that all tenants and landlords will work together to develop individual repayment plans based on each unique circumstance.

Table 2	
Examples of requirements and timeline for paying past-due rent	
Hermosa Beach	N/A
Los Angeles	Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent.
Sacramento*	The tenant must pay rent in the amount net of their income loss and to pay back rent within 120 days after the end of our local emergency declaration. Landlords could still impose late fees.
San Francisco	Up to six months before the landlord may recover possession due to those missed rent payments. The tenant shall pay the rent in one moth if able to do so; however, if the tenant remains unable to pay rent due to the financial impacts related to COVID-19, the tenant may provide the landlord another notice and additional documentation pursuant to subsections (a) and (c) and thereby extend the payment date [in essence, tenant must resubmit documentation every month for the 6 months].
San Jose	None – will be addressed in a future ordinance
Santa Monica	The landlord may seek the unpaid rent after the expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or a collect a late fee for rent that is delated for the reasons state in this order.
State Executive Order	*Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.*

HANDOUT PROVIDING FACTS ABOUT THE EVICTION MORATORIUM AND PROVIDING COMMUNITY RESOURCES REQUIRED FOR CASES OF NON-COVID RELATED EVICTIONS.

In order that tenants are made aware of their rights and resources available if they are

served with an eviction notice, the ordinance would require that any landlord that serves a tenant with an eviction notice also provide the tenant with a handout (see Attachment 1) that provides the tenant with information on the eviction moratorium and community recourses for the tenant.

EMERGENCY ORDINANCE:
This ordinance is an urgency ordinance that will go into effect immediately and not require a second reading. The authority for this is Section 602 of the City Charter.[1] This Ordinance requires five affirmative votes to pass.

EMERGENCY RENTAL ASSISTANCE PROGRAM
On April 28, 2020, the City Council approved an amendment to the Community Development Block Grant (CDBG) Consolidated Plan to allow for the disbursement of additional funds to address the COVID-19 pandemic. The Council authorized $100,000 to be provided to the Community Action Board to provide qualifying Watsonville residents with rental assistance. This funding supported rent payments/subsidies averaging $1,288 per household for 66 families.

In order to continue to provide rental assistance to these residents, staff is requesting that the City Council direct staff to develop an in-house City-led emergency rental assistance program. City staff will bring a Resolution to Council at the September 8, 2020 meeting to allocate approximately $100,000 from the General Fund to support those City residents that are seeking protection under the Eviction Moratorium and that have been affected by the Covid-19 Pandemic.

FINANCIAL IMPACT
There is not financial impact to the City by enacting an Emergency Moratorium on Covid-19 related evictions or the development of a rental assistance program.

ATTACHMENT:
1) Moratorium Fact Sheet and List of Resources handout for tenants being served with eviction in English and Spanish

cc: City Attorney

[1] SECTION 602. ORDINANCES: EMERGENCY. Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least five (5) affirmative votes.

CITY OF WATSONVILLE

Resources for Watsonville Residential Tenants

Effective August 25, 2020 • A copy of this referral must be attached to every notice to terminate tenancy.

NOTICE TO TENANT: Your landlord has served you with a notice to terminate your tenancy. This notice must be served in good faith. Your failure to act on this notice in a timely manner may result in an eviction action filed against you by your landlord.

AVISO AL INQUILINO: El propietario le ha servido con un aviso de terminación de arrendamiento. Este aviso debe ser servido de buena fe. Si usted no responde a tiempo a esta notificación, el propietario puede archivar un caso de evicción de desalojo en su contra.

SUPPORT SERVICES AND RESOURCES

SERVICIOS DE APOYO Y RECURSOS

Community Action Board of Santa Cruz County, Inc. (CAB)
831-763-2147
406 Main Street, Watsonville, CA 95076

Provides referrals to rent programs, shelters and financial assistance to qualified residents. While resources vary and funding is limited when it comes to the amount of money available, there may be one-time emergency security deposit, utilities and rental assistance to families and individuals in housing crises in Watsonville.

Información sobre programas para inquilinos, albergues y ayuda financiera para personas que califican. Aunque los recursos y fondos monetarios pueden ser limitados, familias que han sido afectadas por la crisis de la vivienda en Watsonville pueden recibir ayuda financiera para cubrir el depósito de seguridad, la renta y utilidades.

City of Watsonville Housing Division
831-768-3080
Mon - Fri 7:30 am to 4:30 pm
250 Main Street, Watsonville, CA 95076

General information, referrals, and affordable housing programs for Watsonville residents.

Información general sobre programas de vivienda y referencias para residentes de Watsonville.

Watsonville Law Center
831-722-2845
315 Main Street #207, Watsonville CA 95076

Provides free legal services to low-income individuals.

Ofrece servicios legales gratuitos a personas de bajos ingresos.

California Rural Legal Assistance (CRLA)
831-724-2253
21 Carr Street, Watsonville, CA 95076

Provides low-income Californians free legal services related to employment and housing.

Ofrece servicios legales gratuitos a personas de bajos ingresos con respecto a casos laborales y de vivienda.

Please contact these resources for assistance.

City of Watsonville Temporary Eviction Moratorium

What is the City's eviction moratorium?

The City of Watsonville Temporary Eviction Moratorium, effective August 25, 2020 until the local state of emergency is lifted, implements a Citywide ban on evictions for residential tenants, including mobile home space renters. During the moratorium, tenants may not be evicted for COVID 19 related non- payment of rent, if related to COVID-19.

What protections does the moratorium include?

Prohibits evictions for:

Nonpayment of rent due to a COVID-19 related reason;
Prohibits imposing new pass-throughs or charging late fees, interest, and any related charges for unpaid rent
accrued during the Moratorium Period.

Does this mean tenants don't need to pay their rent?

No, this moratorium is not a waiver of rent. Residential tenants are still responsible to pay rent and to repay any past due rent payments. Please work with your landlord to arrange a repayment plan.

What responsibilities do tenants and landlords have as it pertains to the moratorium?

Tenants are responsible to provide notice to their landlord if they are unable to pay rent.

Landlords must accept a tenant's self-certification as a valid form of notice.
Landlords should not harass or intimidate tenants that exercise their rights under the moratorium.
Tenants and landlords are encouraged to work out a payment plan during and after the moratorium.

When should a tenant notify their landlord that they are unable to pay rent?

Tenants must notify their landlord, and provide documentation within 7 days after rent is due that they are unable to pay due to a Covid-19 related event. Tenants are encouraged to deliver notice to their landlord in writing. If they are able to do so, tenants are encouraged to pay partial rent during the moratorium.

Who do these protections apply to?

These protections apply to residential and mobilehome space renters in the City of Watsonville.

What if my landlord still tries to evict me?

Tenants are not required to move until a Sheriff has served a Notice to Vacate, which will not occur until Governor Newsom's Executive Order has been lifted.

Call the City of Watsonville for more information.

If you still have questions or need assistance, contact us:

Phone: (831) 768-3080
Online: www.cityofwatsonville.org
Email: cdd@cityofwatsonville.org
Direct messaging: @cityofwatsonville on Twitter, Facebook, and Instagram

MORATORIA DE DESALOJO TEMPORAL DE LA CIUDAD DE WATSONVILLE

¿Qué es la moratoria de desalojo de la ciudad de Watsonville?

La moratoria de desalojo temporal de la ciudad de Watsonville, vigente desde el 25 de agosto de 2020 hasta que la orden de estado de emergencia local sea removida, implementa una prohibición en todo toda la Ciudad de desalojos para inquilinos residenciales, incluidos los inquilinos de casas móviles/pre-fabricadas. Durante la moratoria, los inquilinos no pueden ser desalojados por falta de pago de alquiler relacionado con COVID 19, así como por razones injustas, molestias, inquilinos no autorizados o mascotas, si están relacionados con COVID-19.

¿Qué protecciones incluye la moratoria?

- Prohíbe los desalojos por:
  - Falta de pago del alquiler por causas relacionadas al COVID-19;
- Prohíbe imponer nuevas transferencias, cobrar cargos por retraso, intereses o cualquier sobre-cargo relacionado a alquiler no pagado durante el período de la moratoria.

Esto significa que los inquilinos, ¿no necesitan pagar su alquiler?

No, la Moratoria no es una exención de alquiler. Por favor comuníquese con el propietario o su agente para negociar un plan de pagos.

¿Cuáles son las responsabilidades de los inquilinos y los propietarios de acuerdo a la moratoria?

- Se recomienda que los inquilinos entreguen un aviso al propietario, por escrito.
- Se exhorta si les es posible, los inquilinos paguen al menos parte del alquiler durante la moratoria.
- Los propietarios deben aceptar las auto certificaciones del inquilino como forma válida de aviso.
- Los propietarios no deben acosar o intimidar a los inquilinos que ejerzan sus derechos durante la moratoria.
- Se exhorta a los inquilinos y propietarios que hagan un plan de pago durante o después de la moratoria.

¿Cuándo debe el inquilino notificar al propietario que no puede pagar el alquiler?

Los inquilinos deben notificar a su arrendador y proporcionar documentación dentro de los 7 días posteriores a la fecha de vencimiento del alquiler que no pueden pagar debido a un evento relacionado con Covid-19. Se anima a los inquilinos a enviar un aviso por escrito al propietario. Si pueden hacerlo, se anima a los inquilinos a pagar un alquiler parcial durante la moratoria.

¿A quién aplican estas protecciones?

Estas protecciones aplican a todos los inquilinos residenciales o que alquilan espacios en parques de casas móviles en la cuidad de Watsonville.

¿Qué pasa si el propietario intenta desalojarme?

Los inquilinos no están obligados a mudarse hasta que el Sheriff les haya presentado un orden judicial para desalojar la casa, y esto no ocurrirá hasta que la Orden Ejecutiva del Gobernador Newsom haya concluido.

Llame a la cuidad de Watsonville para obtener más información.

Si tiene preguntas o necesita ayuda, contáctenos:

- Teléfono: (831) 768-3080
- En Línea: www.cityofwatsonville.org
- Correo electrónico: _____
- Mensajería directa: @Cityofwatsonville en Twitter, Facebook e Instagram

ORDINANCE NO. _____ (CM)

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RESIDENTIAL RENT FOR TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID 19)

[Urgency Ordinance Requires 5 Affirmative Votes[1]]

EFFECTIVE IMMEDIATELY[2]

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"); and

WHEREAS, on March 10, 2020, the Council declared a public health emergency in the City of Watsonville due to COVID-19; and

WHEREAS, due to directives from federal, state, and local health officials, the public has been advised to avoid public gatherings and stay at home to prevent the spread of this disease; and

WHEREAS, the City has been impacted by the health crisis of this global pandemic. Sporting events, concerts, plays, and conferences have been cancelled. School closures have occurred and continue to be in effect. Since March 17, 2020, many employees have been restricted to their home by Santa Cruz County's shelter in place directive. As a result, restaurant and retail business has significantly declined and many workers and businesses have been impacted by lost income, wages and layoffs. Parents must miss work to care for home-bound school-age children. As the virus spreads and the pandemic continues, workers have had to stay home for extended periods; and

[1] Section 602 of Watsonville Municipal Code
[2] supra

WHEREAS, over fifty-eight percent (58%) of residential households in Watsonville are renters and many tenants have experienced sudden income loss, and further income impacts are anticipated. The loss of wages caused by the effects of COVID-19 may impact tenants' ability to pay rent when due, leaving tenants vulnerable to eviction; and

WHEREAS, providing tenants with a short-term protection from eviction due to the inability to pay rent will help avoid increasing the homeless population, stabilize the rental housing market by reducing displacement, and help to protect the health and well-being of the whole community during this state of emergency; and

WHEREAS, during this state of emergency, and in the interests of protecting the public health and preventing transmission of the coronavirus, it is essential to avoid unnecessary displacement of residential tenants. Prohibiting evictions on a temporary basis is needed until the spread of the virus can be minimized and the emergency restrictions lifted.

THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

No landlord shall endeavor to evict a residential tenant from a single family unit, apartment, townhome, condominium, renting a room in a single family unit, or any dwelling in which rent is being charged, for nonpayment of rent if the tenant, in accordance with this ordinance, demonstrates that the inability to pay rent is due to the Coronavirus Disease 2019 (COVID-19), the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions. A tenant's loss of income must be due to any one or more of the following:

(a) tenant was sick with COVID-19 or caring for a household or family member who is sick with COVID-19;

(b) tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19 or the state of emergency;

(c) tenant's compliance with a recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others during the state of emergency; or

(d) tenant's need to miss work to care for a home-bound school-age child.

(e) tenant's need to miss work to care for a family member that is deemed high risk of severe illness from COVID-19.

To qualify for such protections, a tenant must do all three of the following:

(a) Notify the landlord in writing within 7 days of the date that rent is due, that the tenant has a covered reason for delayed payment. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text;

(b) Demonstrate through documentation or other objectively verifiable means the assertion of a covered reason for delayed payment. Any financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim; and

(c) Pay all that portion of rent that the tenant is able to pay.

If a tenant complies with the requirements of this ordinance, a landlord shall not serve a notice pursuant to California Code of Civil Procedure sections 1161 and 1162, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or

otherwise endeavor to evict the tenant for nonpayment of rent, or engage in any form of retaliation or debt collection. No landlord shall charge a late fee, interest, and any related charges for unpaid rent accrued through the effective period of this Order.

The tenant is not relieved of liability for the unpaid rent after expiration of this moratorium.

This Order does not prevent a landlord from entering eviction proceedings of a tenant for non-COVID-19 related reasons. If a landlord does proceed with eviction of a tenant for non-COVID-19 related reasons, the landlord shall provide the tenant with a fact-sheet outlining the details of this Order as well as a list of resource agencies that may be able to assist them in finding alternative housing.

This Order shall be punishable as set forth in Chapter 2 of Article 1 of the Watsonville Municipal Code. In addition, this Order grants a defense if an unlawful detainer action is commenced in violation of this Order.

SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

The City Council of the City of Watsonville hereby finds that there is a current and immediate threat to the public health, safety and/or welfare and a need for immediate preservation of the public peace, health, or safety. The directives from health officials to contain the spread of COVID-19 have resulted in loss of business, furloughs, loss of wages, and lack of work for employees. This emergency measure is warranted

to protect tenants who are unable to pay rent due to wage losses caused by the effects of COVID-19.

Because of its urgency, this ordinance shall be in force and take effect immediately. It shall remain in effect until the local state of emergency is lifted.

****

City Council <citycouncil@cityofwatsonville.org>

Moratorium on Evictions for COVID-19 Now!

Martha Alicia Mendoza <info@sg.actionnetwork.org> Sat, Aug 22, 2020 at 2:08 PM
Reply-To: aliciamen822@gmail.com
To: citycouncil@cityofwatsonville.org

Watsonville City Council,

In light of this public health crisis, when it's imperative that families be stably housed, I call on you, our elected officials, to enact the following measures for as long as all residents of Santa Cruz County, regardless of immigration status, are substantially affected by COVID-19:

1) An Immediate Moratorium on Rent Increases and Evictions

2) Immediate End to Displacing Unhoused Encampments

3) Emergency Rental or Mortgage Assistance

4) Prevent Utility Shut-Offs and Halt Fees

5) Immediately Deploy More Public Hand Washing Stations and Port-a-Potties

Martha Alicia Mendoza
aliciamen822@gmail.com
330 sea ridge rd
Aptos, California 95003

City Council <citycouncil@cityofwatsonville.org>

Public Comment August 25 Meeting, Item 9A Eviction Moratorium

John Subranni <jsubranni@wlc.law> Mon, Aug 24, 2020 at 5:48 PM
To: "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>, Rebecca Garcia <rebecca.garcia@cityofwatsonville.org>, Carlos Landaverry <carlos.landaverry@cityofwatsonville.org>, Tamara Vides <tamara.vides@cityofwatsonville.org>
Cc: Henry Martin <hmartin@wlc.law>, Erica Padilla-Chavez <epadillachavez@pvpsa.org>

Dear Honorable Mayor and Council of the City of Watsonville:

The below signed organizations urge you to support the families in our community by adopting an eviction moratorium. Please find our recommendations in the attached letter.

Organization	*Representative*	*Title*
Pajaro Valley Prevention & Student Assistance, Inc. (PVPSA)	Erica Padilla-Chavez, MPA	Chief Executive Officer
Community Action Board of Santa Cruz County, Inc.	MariaElena De La Garza	Executive Director
American Civil Liberties Union (ACLU) Santa Cruz Chapter	Peter Gelblum	Chair
Campus Kids Connection	Barbara Griffin	Executive Director
CASA of Santa Cruz County	Lynne Petrovic, MSW	Executive Director
Catholic Charities Diocese of Monterey	Jeraline Singh Edwards	Directing Attorney
Childhood Advisory Council of Santa Cruz County	Barbara Griffin	Co-Chair

Digital NEST	Jacob Martinez	Executive Director
Encompass Community Services	Monica Martinez	Chief Executive Officer
El Pajaro Community Development Corporation	Carmen Herrera-Masir	Executive Director
FoodWhat?!	Doron Comerchero	Executive Director
Go Kids Inc.	Larry Drury	Executive Director
Pajaro Valley Community Health Trust	DeAndre James	Executive Director
Pajaro Valley Rapid Response	Cesar Anaya	Representative
Second Harvest Food Bank	Jan Kamman	Community & Corp. Relations Director
Salud Para La Gente	Dori Rose Inda, JD	Chief Executive Director
Santa Cruz Community Ventures	Maria T. Cadenas	Executive Director
Santa Cruz County Office of Education	Michael Paynter Ed.D., LMFT	Senior Director
Teen Kitchen Project	Angela Farley	Executive Director
Under One Roof	Dean Hovey	Co-Founder
United Way of Santa Cruz County	Keisha Browder	Chief Executive Officer
Watsonville Law Center	John Subranni	Staff Attorney

Sincerely,

John Subranni

John L. Subranni

Staff Attorney

Watsonville Law Center

315 Main St., Ste. 207

Watsonville, CA 95076

831.707.2307

CONFIDENTIALITY NOTICE: This communication is intended solely for the intended recipients named above and may be confidential and privileged. If you are not an intended recipient, please contact the sender by reply email and destroy all electronic and hard copies of this communication. Any unauthorized review, use, disclosure or distribution is prohibited. This communication is protected by the United States Federal Electronic Communications Privacy Act, 18 U.S.C. section 2510 et seq.

WattsonvilleMoratoriumComments_2020_08_25.pdf
811K

City Council <citycouncil@cityofwatsonville.org>

Watsonville Eviction Moratorium

Valerie Mishkin <vmishkin@baileyproperties.com> Tue, Aug 25, 2020 at 11:40 AM
To: citycouncil@cityofwatsonville.org, cityclerk@cityofwatsonville.org

If you plan to extend this Moratorium : please give it a definitive date to end.
Ask for proof of hardship from those applying for it.
Home owners can not hang on to, and keep renting if they can not in turn, cover their cost.
Leading to more housing shortage at higher cost from. new owners.

--

Valerie Mishkin
Bailey Properties
DRE# 02092111
VMishkin@BaileyProperties.com
Office 831 426 4100
Cell 831 238 0504
1602 Ocean Street Santa Cruz CA. 95060

City Council <citycouncil@cityofwatsonville.org>

Comment Letter on Agenda Item 9a. Eviction Moratorium & Rental Assistance Program

Emily Ham <eham@mbep.biz> Tue, Aug 25, 2020 at 1:27 PM
To: citycouncil@cityofwatsonville.org
Cc: Matt Huerta <mhuerta@mbep.biz>, Kate Roberts <kroberts@mbep.biz>, Carlos Landaverry <carlos.landaverry@cityofwatsonville.org>

Good afternoon,

Please find the attached comment letter regarding item #9a on today's Watsonville City Council agenda. If you could confirm receipt, it would be much appreciated.

Best,
Emily Ham

Emily Ham, MPA
Housing Associate
207.274.8097
Monterey Bay Economic Partnership
Celebrating 5 years of making an impact in the Monterey Bay region

Lead. Impact. Thrive.
Watch our video to learn more
Sign up for Action Alerts

www.mbep.biz
Facebook | Twitter

MBEP Letter Re_ Citywide Eviction Moratorium - Watsonville City Council.pdf
168K

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President & CEO,
San Benito Health Foundation

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CEO, Monterey Bay Community Power

Cynthia Larive
Chancellor, UC Santa Cruz

Charles McKee
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Nanette Mickiewicz
President, Dominican Hospital

Tom Moran
President & CEO, Goodwill Central Coast

George Ow, Jr.
Chairman & CEO, Ow Family Properties

Carlos Palacios
CAO, County of Santa Cruz

Miles Reiter
CEO, Driscoll's

Steve Snodgrass
CFO, Graniterock

Bruce Taylor
Chairman & CEO, Taylor Farms

Susan True
CEO, Community Foundation Santa Cruz County

Matt Wetstein
Superintendent/President, Cabrillo College

Staff: Kate Roberts, President & CEO

August 25, 2020

Watsonville City Council
275 Main Street, Top Floor
Watsonville, CA 95076

Subject: Agenda Item 9a. Consideration of Emergency Moratorium

Dear Mayor and Councilmembers,

Founded in 2015, Monterey Bay Economic Partnership (MBEP) consists of over 87 public, private and civic entities located throughout Monterey, San Benito and Santa Cruz counties with a mission to improve the economic health and quality of life in the Monterey Bay region. Our Housing initiative consists of a broad coalition of community members, local employers, and organizations to advocate for and catalyze an increase in housing of all types and income levels.

Since the onset of the COVID-19 pandemic, we've expanded our scope of work to include the stabilization of rental and ownership housing during the state of emergency. We regularly facilitate working groups of housing stakeholders from across the region, and have developed a COVID-19 Housing Response Framework aimed to mitigate health and financial impacts on our region's most vulnerable renters, property owners, affordable housing developers, and financial institutions.

Within this framework, we offer two recommendations for preventing widespread eviction of residents who have been financially impacted by the COVID-19 pandemic: 1) Mobilize emergency rental assistance funds, and 2) Support moratoriums on evictions and foreclosures if needed. Implementing these strategies in conjunction should lead to a stabilized rental and ownership housing market if supported by adequate community outreach and education.

Based on our learnings from our working groups, and available data on emergency needs from sources like the United Way 211 reports, which demonstrates an exponentially growing need for rental and legal assistance, we support the staff recommendation to implement an emergency moratorium to prevent COVID-19 caused evictions and develop a COVID related rental assistance program.

3180 Imjin Road, Suite 102
Marina, CA 93933 831.915.2806

Santa Cruz . San Benito . Monterey

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Chairman & CEO, Taylor Farms

Susan True
CEO, Community Foundation Santa Cruz County

Matt Wetstein
Superintendent/President, Cabrillo College

Staff: Kate Roberts, President & CEO

We commend the City of Watsonville for its continued outreach to renters and property owners, and for the attention and resources you've devoted to this critical issue. We also applaud the staff's recognition of the need to compliment short-term eviction moratoriums with long-term rent relief programs in order to provide recourse for both renters and property owners.

If you have any questions or would like to review any of the data or insights that we've gathered from our work on this issue, please feel free to reach out. Inquiries can be directed to the MBEP Housing Program Manager, Matt Huerta at mhuerta@mbpe.biz.

Thank you,

Kate Roberts

President and CEO

3180 Imjin Road, Suite 102
Marina, CA 93933 831.915.2806

Santa Cruz . San Benito . Monterey

EVICTION MORATORIUM

COMMUNITY DEVELOPMENT DEPARTMENT

EVICTION MORATORIUM
RECENT EVENTS

- May 31, 2020 — City's Urgency Eviction Ordinance Expired
- July 31, 2020 — Federal Moratorium on Evictions and Foreclosures Expired
- August 13, 2020 — Judicial Council Voted to Allow Emergency Rules to Expire on September 1, 2020

HOUSING TASKFORCE VIRTUAL MEETINGS

- June 11, 2020

- August 6, 2020

Share information and discuss recommendations to best protect vulnerable tenants in Watsonville

HOUSING TASKFORCE CONCERNS

- Allowing landlords to evict tenants for non-COVID-19 related reasons
- Giving tenants more time to notify landlord of inability to pay rent
- Requiring documentation that tenant cannot pay rent due to COVID-19
- Penalizing all landlords due to a few "bad actors"
- Protections for landlords who may not be able to afford to continue paying their mortgage if a tenant cannot pay rent

REVISED EVICTION MORATORIUM

- Allow up to 7 days to provide landlord with notice
- Extend moratorium until the local emergency order is lifted
- Require that landlords that serve eviction notices also provide tenants with a 1-page list of housing/legal resources and facts about the eviction moratorium

MORATORIA DE DESALOJO TEMPORAL DE LA CIUDAD DE WATSONVILLE

¿Qué es la moratoria de desalojo de la ciudad de Watsonville?

La moratoria de desalojo temporal de la ciudad de Watsonville, vigente desde el 25 de agosto de 2020 hasta 90 días después que el Gobernador termine el estado de emergencia, implementa una prohibición en todo toda la Ciudad de desalojos para inquilinos residenciales, incluidos los inquilinos de casas móviles/pre-fabricadas. Durante la moratoria, los inquilinos no pueden ser desalojados por falta de pago de alquiler relacionado con COVID 19, así como por razones injustas, molestias, inquilinos no autorizados o mascotas, si están relacionados con COVID-19.

¿Qué protecciones incluye la moratoria?

- Prohíbe los desalojos por:
  - Falta de pago del alquiler por causas relacionadas al COVID-19;
- Prohíbe imponer nuevas transferencias, cobrar cargos por retraso, intereses o cualquier sobre-cargo relacionado a alquiler no pagado durante el período de la moratoria.

Esto significa que los inquilinos, ¿no necesitan pagar su alquiler?

No, la Moratoria no es una exención de alquiler. Por favor comuníquese con el propietario o su agente para negociar un plan de pagos.

¿Cuáles son las responsabilidades de los inquilinos y los propietarios de acuerdo a la moratoria?

- Se recomienda que los inquilinos entreguen un aviso al propietario, por escrito.
- Se exhorta si les es posible, los inquilinos paguen al menos parte del alquiler durante la moratoria.
- Los propietarios deben aceptar las auto certificaciones del inquilino como forma válida de aviso.
- Los propietarios no deben acosar o intimidar a los inquilinos que ejerzan sus derechos durante la moratoria.
- Se exhorta a los inquilinos y propietarios que hagan un plan de pago durante o después de la moratoria.

¿Cuándo debe el inquilino notificar al propietario que no puede pagar el alquiler?

Los inquilinos deben notificar al propietario, a través de una auto certificación, dentro de 7 días posteriores a la fecha de vencimiento del alquiler, a menos que existan circunstancias atenuantes.

¿A quién aplican estas protecciones?

Estas protecciones aplican a todos los inquilinos residenciales o que alquilan espacios en parques de casas móviles en la cuidad de Watsonville.

¿Qué pasa si el propietario intenta desalojarme?

Los inquilinos no están obligados a mudarse hasta que el Sheriff les haya presentado un orden judicial para desalojar la casa, y esto no ocurrirá hasta que la Orden Ejecutiva del Gobernador Newsom haya concluido.

Llame a la cuidad de Watsonville para obtener más información.

Si tiene preguntas o necesita ayuda, contáctenos:

- Teléfono: (831) 768-3080
- En Línea: www.cityofwatsonville.org
- Correo electrónico: _____
- Mensajería directa: @Cityofwatsonville en Twitter, Facebook e Instagram

CITY OF WATSONVILLE

Resources for Watsonville Residential TenantS

Effective August 25, 2020 • A copy of this referral must be attached to every notice to terminate tenancy.

NOTICE TO TENANT: Your landlord has served you with a notice to terminate your tenancy. This notice must be served in good faith. Your failure to act on this notice in a timely manner may result in an eviction action filed against you by your landlord.

AVISO AL INQUILINO: El propietario le ha servido con un aviso de terminación de arrendamiento. Este aviso debe ser servido de buena fe. Si usted no responde a tiempo a esta notificación, el propietario puede archivar un caso de evicción de desalojo en su contra.

SUPPORT SERVICES AND RESOURCES

SERVICIOS DE APOYO Y RECURSOS

Community Action Board of Santa Cruz County, Inc. (CAB)
831-763-2147
406 Main Street, Watsonville, CA 95076

Provides referrals to rent programs, shelters and financial assistance to qualified residents. While resources vary and funding is limited when it comes to the amount of money available, there may be one-time emergency security deposit, utilities and rental assistance to families and individuals in housing crises in Watsonville.

Información sobre programas para inquilinos, albergues y ayuda financiera para personas que califican. Aunque los recursos y fondos monetarios pueden ser limitados, familias que han sido afectadas por la crisis de la vivienda en Watsonville pueden recibir ayuda financiera para cubrir el depósito de seguridad, la renta y utilidades.

City of Watsonville Housing Division
831-768-3080
Mon - Fri 7:30 am to 4:30 pm
250 Main Street, Watsonville, CA 95076

General information, referrals, and affordable housing programs for Watsonville residents.

Información general sobre programas de vivienda y referencias para residentes de Watsonville.

Watsonville Law Center
831-722-2845
315 Main Street #207, Watsonville CA 95076

Provides free legal services to low-income individuals.

Ofrece servicios legales gratuitos a personas de bajos ingresos.

California Rural Legal Assistance (CRLA)
831-724-2253
21 Carr Street, Watsonville, CA 95076

Provides low-income Californians free legal services related to employment and housing.

Ofrece servicios legales gratuitos a personas de bajos ingresos con respecto a casos laborales y de vivienda.

Please contact these resources for assistance.

City of Watsonville Housing Division
250 Main Street, Watsonville, CA 95076 • 831-768-3080
www.cityofwatsonville.org

EVICTION MORATORIUM
WHO IS PROTECTED

RESIDENTIAL TENANTS

* single family unit, apartment, townhome, condominium, renting a room in a single family unit, or any dwelling in which rent is being charged

DEMONSTRATE (thru documentation or other objectively verifiable means)

* that the inability to pay rent is due to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions

EMERGENCY RENTAL ASSISTANCE PROGRAM

CDBG-CV funding in collaboration with CAB

- Sixty-six families assisted

In-house Rental Assistance Program

Direction to develop an emergency rental assistance program to support City residents that have been affected by the COVID-19

EVICTION MORATORIUM
STAFF RECOMMENDATION

Adopt the Emergency Eviction Moratorium to prevent COVID-19 caused evictions and direct staff to develop an Emergency Rental Assistance Program to assist tenants affected by COVID-19

City of Watsonville
Community Development Department

M E M O R A N D U M

DATE: **August 20, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Suzi Merriam, Community Development Director**
Justin Meek, AICP, Principal Planner

SUBJECT: **Public Hearing to consider resolution extending Tentative Map Expiration (PP2020-113) one year for Tentative Map Tract No. 1607 and Public Hearing to consider resolution extending Special Use Permit with Design Review and Specific Development Plan (PP2017-116) for one year at 511 Ohlone Parkway (APNs 018-372-14 and 018-381-01)**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION

Staff recommends the Council

1. Adopt a Resolution granting a one-year extension of the Tract 1607 Tentative Map approved August 28, 2018 by Council Resolution No. 141-18 (CM), (set to expire on August 27, 2020[1])
2. Adopt a Resolution granting a one-year extension of the Special Use Permit with Design Review and Specific Development Plan approved on August 28, 2018 by Resolution 142-18 (CM) (set to expire August 27, 2020[2])

BACKGROUND

On August 28, 2018, the Council approved entitlements for a 13± acre subdivision at 511 Ohlone Parkway. Specifically, the Council

1. Adopted Resolution No. 139-18 (CM), certifying an Environmental Impact Report (PP2016-199) for the project,
2. Adopted Resolution No. 140-18 (CM), approving a General Plan map amendment to change the land designation from Industrial to High Density Residential;

---

[1] Subdivision (a) of WMC § 13-4.10. "The approval or conditional approval of a tentative map shall expire twenty-four (24) months after the date of the adoption of the resolution by the City Council approving or conditionally approving the map."

[2] Subdivision (b) of WMC § 14-10-1200 "If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be deemed to be two (2) years from the date such approval was granted by the final decision-maker.

3. Adopted Resolution No. 141-18 (CM), approving application No. PP2017-116 for a Tentative Subdivision Map for Tract No. 1607.
4. Adopted Resolution No. 142-18 (CM), approving a Special Use Permit with Design Review and Specific Development Plan (PP2017-116) for 150 homes.
5. Introduced Ordinance No. 1372-18 (CM), rezoning the Project from IG (General Industrial) to RM-3/PD (Multiple Residential High Density/Planned Development);[3]

Tentative subdivision maps expire after two years.[4] Tentative maps may be extended for up to four more years but not more than six years beyond the date of the resolution approving the original tentative subdivision map.[5]

The Special Use Permit with Design Review and Specific Development Plan also expires after two years[6] i.e. on August 27, 2020. Development permit extension procedures allow an extension for good cause of not more than one year.[7] The Municipal Code also provides examples of what is and is not good cause.[8]

THE SUNSHINE REQUEST

Sunshine's letter requesting the extension said:

1. General delays have been created by extenuating circumstances and shelter-in-place ordinances over the past two months from the Covid-19 pandemic environment challenges and impacts future activities for the timely completion of the administrative paperwork requirements by the [upcoming] deadline.
2. The current pandemic health issues have the lingering impediment issue of getting people back to work-fully engaged which requires additional time.
3. CDM/Crocker- Fry, Inc., project managers have been engaged with a group of five consultants to complete a due diligence/peer review. This due diligence team is reviewing and will make recommendations on the delivery of the project

[3] Ordinance No. 1372-18 (CM) was adopted at a second reading held on September 11, 2018 and became effective on October 11, 2018—30 days after the final adoption of the ordinance rezoning the site as RM-3/PD

[4] Subdivision (a) of WMC § 13-4.10. "The approval or conditional approval of a tentative map shall expire twenty-four (24) months after the date of the adoption of the resolution by the City Council approving or conditionally approving the map."

[5] Subdivision (b)(3) of WMC § 13-4.10. The approved extension may be granted for up to forty-eight (48) months. The approved new expiration date shall not extend more than six (6) years beyond the date of the resolution adopted by the City Council approving or conditionally approving the original tentative subdivision map.

[6] Subdivision (b) of WMC § 14-10.1200 "If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be deemed to be two (2) years from the date such approval was granted by the final decision-maker."

[7] Subdivision (a) of WMC § 14-10.1201. "An extension of up to one (1) additional year may be granted by the person or hearing body who originally approved the permit, provided the applicant makes application, files the applicable fee and submits written justification showing good cause for the extension at least forty-five (45) days prior to expiration."

[8] Supra, "Good cause shall include showing diligent work toward completion of the project. Good cause does not include poor lot sales on recorded phases, lack of financing for the subdivision, or delay because of engineering or design problems"

with regard to: (a) the current geotechnical report; (b) survey of prospective customer profiles in target markets with regard to a socio/psych factors (sic); (c) evaluate the site grading approach, installation of retaining walls, and the project's phasing; and (d) review the budget cost to complete the project's Phase II design, site improvements, and house construction. This due diligence cannot be completed by the Tentative Map expiration date of October 11, 2020 (sic).

Sunshine's letter also wants the extension to give it time to negotiate a development agreement with the City to allow construction of the homes in phases. Sunshine says the development agreement is necessary to:

1. Assure Sunshine's Tentative Subdivision Map and Special Use Permit with Design Review and Specific Development Plan will not expire before it can complete construction
2. Allow project re-pricing to be completed; and
3. Deliver a more comprehensive project

CONCLUSION

The time extensions would allow Sunshine more time to work on a draft development agreement and assemble its team.

STRATEGIC PLAN

The purpose of the City of Watsonville's 2018-2020 Strategic Plan is to help the City prioritize its efforts, allocating both fiscal and human resources to achieve a shared vision and goals. The 2018-20 Strategic Plan identifies six goals, concerning housing, fiscal health, infrastructure and environment, economic development, community engagement and well-being, and public safety.

This action reflects the City Council's strategic goal to work on expanding quality housing opportunities, in that the project would provide 150 dwelling units, and is designed in conformance with the City's *Livable Community Residential Design Guidelines* (2001).

FINANCIAL IMPACT

The project applicant would be required to pay development impact fees at either the time of issuance of building permits or certificates of occupancy. These one-time fees paid to the City by developers are used, for instance, to offset the additional cost of extending public services to a site along with partially funding road improvement projects. In addition, a portion of the property tax for each residential lot would be allocated to the City, in accordance with Proposition 13 and Revenue and Taxation Code section 95 *et seq*.

ALTERNATIVES

The City Council could deny the request for a time extension.

ATTACHMENTS:

1) May 29, 2020 Letter from California Sunshine Development LLC regarding Hillcrest Tentative Map Extension.

cc: City Attorney

CALIFORNIA SUNSHINE DEVELOPMENT LLC

27 PIMA STREET, WATSONVILLE, CA 95076
EMAIL: CASUNSHINERC@GMAIL.COM
PHONE: 4152790482

May 29, 2020

TO: Suzi Merriam, Community Development Department Director
Justin Meek, Principal Planner, City of Watsonville

FROM: Lisa Li, California Sunshine Development

RE: Hillcrest Tentative Map Extension
Expiration: August 28, 2020
Application #: PP2016-198 & PP2017-116

REQUEST: Extend the Sunshine Vista Tentative Map

This letter requests the extension of the Tentative Map and the deferral Development Application until after the extension approval. Enclosed is the Use Permit Application for Sunshine Development (150 houses) at 511 Ohlone Parkway, and the filing fees for the extension [$1,356.00] and the Public Hearing [$168.00]. I am requesting that this tentative map extension approval be for a period of forty-eight (48) months per WMC 13-4.10.

Our Permit Application and documentation is on file with the City. Thus, having made no changes to the project since that filing, our current documentation should adequately address the application's listed items [pages 2, 3 & 4]. Unless hearing otherwise from you, I believe no other items are needed to process our extension request.

Processing the Tentative Map extension separately and before the Development Agreement's finalization is due to conditions other than engineering problems, poor market sales environment, or lack of financing issues. The significant reasons for processing these documents in this requested manner [Tentative Map, first, followed by Development Agreement] are due to the following primary reasons:

(1) General delays have been created by extenuating circumstances and shelter-in-place Ordinances over the past two months from the Cornavirus-19 pandemic environment challenges, and impacts future activities for the timely completion of the administrative paperwork requirements by the 28th.August deadline.

CALIFORNIA SUNSHINE DEVELOPMENT LLC

27 PIMA STREET, WATSONVILLE, CA 95076
EMAIL: CASUNSHINERC@GMAIL.COM
PHONE: 4152790482

(2) The current pandemic health issues have the lingering impediment issue of getting people back to work-fully engaged which requires additional time for us and the City.

(3) The current draft of the Development Agreement is incomplete and in all likelihood cannot be readied by August 28, 2020 given the following items requiring the City and Developer to address:

(a) The Agreement's Table of Contents and the document's text need over three dozen corrections to get alignment of the Agreement with the Tentative Map Conditions and EIR mitigations.

(b) Several Agreement exhibits require drafting or modification for clarifications, i.e., City fees payable, schedule for remediation phasing, environmental management of open spaces, etc.

(c) Requirements and construction sequences presented in the Agreement need to be addressed, while not changing the essence of the Agreement Having "messy syntax" is always problematic. And especially in the middle of the building process and when selling homes to first-time and inclusionary buyers.

(4) CDM/ Crocker- Fry, Inc., project managers have been engaged with a group of five consultants to complete a due diligence/ peer review. This due diligence team is reviewing and will make recommendations on the delivery of the project with regard to: (a) the current geotechnical report, (b) survey of prospective customer profiles in target markets with regard to a socio/ pysch factors (c) evaluate the site grading approach, installation of retaining walls, and the project's phasing, and (d) review the budget cost to complete the project's Phase II design, site improvements, and house construction. This due diligence cannot be completed by the Tentative Map expiration date of August 28, 2020.

The City of Watsonville's extension of the Tentative Map before its August 28, 2020 expiration deadline and prior to the sign-off on the project's Development Agreement will expedite and achieve three things: (1) the assurance to all parties that Sunshine Vista will not be exposed to the expiration of its Tentative Map, (2) project re-pricing will have been completed, and (3) a more comprehensive project Development Agreement (City of Watsonville –Hillcrest Joint Venture) delivered.

CALIFORNIA SUNSHINE DEVELOPMENT LLC

27 PIMA STREET, WATSONVILLE, CA 95076
EMAIL: CASUNSHINERC@GMAIL.COM
PHONE: 4152790482

While it is important to complete the Development Agreement with the City, we need to first take care of the Tentative Map's extension. Appreciate your considerations, and your presenting this request before the City Council in July. Any additional requirements, please let me know how I can respond.

Thanks you.

Lisa Li aka Xinrui Li

Sincerely,
Lisa Li
CALIFORNIA SUNSHINE DEVELOPMENT LLC.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING TIME EXTENSION (PP2020-113) OF TENTATIVE MAP TRACT NO. 1607 AND SPECIAL USE PERMIT WITH DESIGN REVIEW (PP2017-116) FOR ONE YEAR (EXPIRING AUGUST 27, 2021) FOR 150 LOT SUBDIVISION ON 13± ACRE SITE (APNS 018-372-14 AND 018-381-01) AT 511 OHLONE PARKWAY, WATSONVILLE

WHEREAS, on August 28, 2018, the Council:

(a) adopted Resolution No. 139-18 (CM), certifying an Environmental Impact Report for Tract 1607 (PP2016-199);

(b) adopted Resolution No. 140-18 (CM), approving a General Plan map amendment to change the land designation of APN 018-372-14 located at 511 Ohlone Parkway from Industrial to High Density Residential;

(c) adopted Resolution No. 141-18 (CM), approving a Tentative Subdivision Map, for Tract No. 1607, filed by California Sunshine Development LLC;

(d) adopted Resolution No. 142-18 (CM), approving a Special Use Permit with Design Review (PP2017-116) for the construction of 150 homes on a 13± acre site at 511 Ohlone Parkway;

(e) Introduced Ordinance No. 1372-18 (CM), approving rezoning to establish a Planned Development Overlay District on APN 018-372-14 located at 511 Ohlone Parkway, Watsonville, California, from IG (General Industrial) to RM-3/PD (Multiple Residential High Density/Planned Development) for Application No. PP2017-116 (Ordinance No. 1372-18 (CM) was finally adopted at a second reading on September 11, 2018); and

WHEREAS, the Tentative Map is conditionally approved for two years, in accordance with subdivision (a) of § 13-4.10 of the Municipal Code (WMC) and expires if a final subdivision map is not approved within 24 months, i.e. by August 27, 2020; and

WHEREAS, a time extension may be granted if the applicant requests an extension at least 30 days before the expiration date; and

WHEREAS, applicant and property owner California Sunshine Development LLC, applied on May 29, 2020 for a two-year time extension of the Tentative Map and Special Use Permit with Design Review (PP2017-116), and

WHEREAS, the Covid-19 pandemic has caused unavoidable delays in completing the final subdivision map, and

WHEREAS, notice of time and place of the hearing to consider the approval of Time Extension (PP2020-113) was given at the time and in the manner prescribed by the Zoning Ordinance of the City of Watsonville. The matter called for hearing evidence both oral and documentary introduced and received, and the matter submitted for decision; and

WHEREAS, the City Council has considered all written and verbal evidence regarding this application at the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

Good cause appearing, therefore, the City Council of the City of Watsonville does hereby approve

(a) a one-year Time Extension (PP2020-113) for Tentative Map Tract No. 1607 (now expiring August 24, 2021), and

(b) a one-year Time Extension for Special Use Permit with Design Review (PP2017-116) (now expiring August 24, 2021).

****

08/25/2020

Good Evening Ms. Mayor, City Council Members and Staff,

My name is Noriko Akiyama Ragsac and I am a resident on Paraiso Court –aka the Casita's townhomes in the Seaview Ranch Development.

This Friday will mark the two-year anniversary when I experienced the most nerve-racking city council meeting that I have ever attended. I must be a glutton for punishment since I watched the whole video and relived that "insane" night. I will be quoting some of the comments made from that meeting throughout my speech.

Mr. Greg Caput spoke eloquently on behalf of the Casita's residents to find another alternative route. "Negotiate seriously with the private landowner", said our re-elected County Supervisor. He added, "give this a little more time." Mr. George Ow urged the council to "give it one more shot". "Everybody up there and Greg Caput has to help out to find a way" he stated. I felt the power shift to our side when I heard those words come from Mr. Ow.

At that "crazy" meeting the residents were getting the momentum to buy more time to find an alternate route for the Loma Vista Drive Extension. But the developer stood their ground and would not budge on any compromises.

About a year after the "horrific" meeting I spoke to someone who was on the planning commission and that person said to my face that they wished they would have voted **against** the development. What does that tell you?

California Sunshine Development is here to request a one-year time extension. Is it because the land did not sell when it was placed on the market for $15 million dollars? Right after the listing posted I saw that the adjacent property on 535 Ohlone Parkway (the private landowner who Mr. Caput was referring) was for sale at $4 million dollars. "That was our chance to find a miracle!" "Our Prince Charming was coming to save us!"

Please **DO NOT** give the developer a time extension. I quote Lisa Li from the "marathon" meeting – any delay will "kill the project"! According to all the testimony from the developer and architect – the dirt needed to be moved by the end of 2018 – OR "the project doesn't happen" – "the project dies". In my opinion two years have gone by and this project is dead and buried. Why prolong the agony? Lowell Hurst said it best in August of 2018 - "Tonight is when we rip the band aid off this scenario"!

I believe this request is a ploy to get the property back on the market so the developer can walk away from adding extra money to the 10 million dollars that have already been spent.

My recommendation for the council is to move on and keep the integrity of our precious city. You will find a more suitable and trustworthy developer who will listen and work with the loyal citizens of Watsonville.

Thank you for your valuable time!

City of Watsonville
City Attorney's Office

M E M O R A N D U M

DATE: **August 21, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Alan J. Smith, City Attorney**

SUBJECT: **Adoption of Urgency Ordinance adding Chapter 12 (Enforcement of Public Health Orders) to Title 4 (Public Safety) of the Watsonville Municipal Code to provide lower level remedies for violation of public health orders**

AGENDA ITEM: **August 25, 2020** **City Council**

RECOMMENDATION:
Adoption of Urgency Ordinance adding Chapter 12 (Enforcement of Public Health Orders) to Title 4 (Public Safety) of the Watsonville Municipal Code to provide lower-level remedies for violation of public health orders to be enforceable by Administrative Citation and Criminal Infraction within the City of Watsonville.

Executive Summary
Adoption of this urgency ordinance will allow enforcement officers to cite those who violate public health orders (e.g., the face covering order and SIP orders). Such violations would be infractions and would be punishable either by way of a traditional fine (like a traffic ticket) or an administrative penalty.

Background/Analysis
State and local public health orders have been issued to combat the COVID-19 pandemic. Violation of such orders is a misdemeanor under State law. Misdemeanors have substantial penalties (up to $1,000 fines and six months in jail). The Municipal Code does not have a provision that allows enforcement officers to apply a less harsh method of enforcement if education efforts are not effective to positively influence a violator's conduct.

Under the Municipal Code, an infraction results in a fine of $100 for the first offense, $200 for the second offense, and $500 for the third offense. An infraction can be addressed through traditional methods, such as a "ticket" and promise to appear with a bailable fine issued by a law enforcement officer, or by an administrative citation which can be issued by non-sworn officers.

The COVID-19 emergency is a serious danger to the health, safety, and welfare of individuals in Santa Cruz County, an in particular, Watsonville. We have recently experienced increased community spread, infection rates, and hospitalizations locally and regionally. This is particularly true in Watsonville with a quarter of the County's population and 50% of its COVID-19 cases.

As expressed in the findings supporting the attached draft urgency ordinance, violation of public health orders presents an immediate threat to the public in that violaions increase the likelihood that the COVID-19 virus will spread in a manner that may overwhelm health care systems and lead to injury and death that might have been reduced through adherence to such orders. Enabling law enforcement officers and designated City staff to enforce public health orders at a reduced level of severity will allow enforcement officers to quickly address situations without escalating them and will help abate low-level violations that impact the spread of the disease.

This ordinance requires five affirmative votes, required by § 602 of the City Charter, as stated in the findings for the Ordinance

STRATEGIC PLAN:
The City has an important governmental interest in protecting the health and safety of its residents. This item supports the following City Strategic Plan Elements: Goal 5 – Community Engagement & Well-Being.

FINANCIAL IMPACT:
The financial impact of the proposed ordinance is unknown. The implementation and enforcement of this new ordinance will enable enforcement officers to cite those who violate Public Health Orders.

ALTERNATIVES:
Council may provide a different enforcement measure but still meaningful in that it will allow prompt action against violators in an efficient way that will influence conduct and lead to greater compliance with Health Officer's orders.

ATTACHMENTS:
None.

ORDINANCE NO. _____ (CM)

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADDING CHAPTER 12 (ENFORCEMENT OF PUBLIC HEALTH ORDERS) OF TITLE 4 (PUBLIC SAFETY) TO THE WATSONVILLE MUNICIPAL CODE TO PROVIDE REMEDIES FOR VIOLATION OF PUBLIC HEALTH ORDERS

[Urgency Ordinance Requires 5 Affirmative Votes[1]]

EFFECTIVE IMMEDIATELY[2]

WHEREAS, Governor Newsom proclaimed a State of Emergency related to the COVID-19 pandemic, on March 3, 2020, effective throughout the State of California; and

WHEREAS, on March 4, 2020, the Santa Cruz County Public Health Officer ("Health Officer") declared a local health emergency related to the COVID-19 pandemic, which remains in effect; and

WHEREAS, on March 10, 2020, the Council approved a Declaration of Local Health Emergency Regarding Novel Coronavirus (Covid-19) pursuant to Chapter 2 of Title 4 of the Watsonville Municipal Code, and that: a local health emergency exists in the City as of March 10th, 2020; directed the City Manager to act as the City's Director of Emergency Services pursuant to WMC § 4-2.03; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20, ordering Californians to heed any order issued by local public health officials, "including but not limited to the imposition of social distancing measures" to control the spread of COVID-19; and

[1] Section 602 of Watsonville Municipal Code
[2] supra

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except to obtain or perform essential public services, and subsequent orders have set forth a staged process for reopening business sectors with appropriate health measures to reduce the risk inherent in resuming activities during the pandemic; and

WHEREAS, the California Public Health Officer has released a number of public health orders designed to address the pandemic, including orders termed as "guidance" for business sectors that are enforceable as orders; and

WHEREAS, on April 18, 2020 the State Public Health Officer & Director issued Statewide Face Governing Guidance which remains in effect as amended June 18, 2020; and

WHEREAS, pursuant to State law, violations of a local Health Officer's orders are misdemeanors punishable by fines or jail confinement, and generally constitute public nuisances in that they are injurious to health; and

WHEREAS, on June 24, 2020, the Santa Cruz County Health officer issued a County-wide mask and social-distancing order; and

WHEREAS, violations of the State Health Officer's orders related to the control of the spread of COVID-19 present an immediate threat to the public peace, health, and safety as described in subdivision (d) of Government Code § 25123 in that they increase the likelihood that the COVID-19 virus will spread throughout the City and region and overwhelm health care systems and lead to injury and death that might otherwise be substantially reduced through adherence to the orders of the Health Officer; and

WHEREAS, the immediate enforcement of the Health Officer's orders related to, for example, physical distancing and wearing face coverings, is necessary to control the spread of COVID-19 in Watsonville; and

WHEREAS, the Council has determined that urgent action must be taken to protect the health, safety, and welfare of individuals in Watsonville; and

WHEREAS, by adopting an urgency ordinance to make the violation of the State Health Officer's orders as either an infraction or an administrative citation under the Municipal Code, the Council provides an enforcement measure less severe than a misdemeanor but still meaningful in that it will allow prompt action against violators in an efficient way that will influence conduct and lead to greater compliance with the Health Officer's orders.

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

SECTION 1. ENACTMENT.

Title 4 (Public Safety) of the Watsonville Municipal Code is hereby amended by adding a new Chapter 12 (Enforcement of Public Health Orders) to read in words and figures as follows:

CHAPTER 12 ENFORCEMENT OF PUBLIC HEALTH ORDERS

Sec. 4-12.010 Purpose.

The purpose of the chapter is to establish that violation of public health orders is prohibited under this Code and constitutes an infraction and describes the enforcement methods to address such a violation.

Sec. 4-12.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section.

(a) "County Public Health Officer" shall mean the county health officer designated by the Santa Cruz County Board of Supervisors pursuant to § 101000 of the California Health and Safety Code.

(b) "Enforcement Officer" shall mean any person or persons identified in § 1-2.07 of this Code.

(c) "Public Health Order(s)" shall mean any order issued by the County Public Health Officer under authority granted by State law, any order issued by the State Public Health Officer, any state guidance and directives issued by the State Public Health Officer containing mandatory, binding, or enforceable obligations applicable to the public, or any site-specific or industry-specific protocols mandated as a part of such orders.

Sec. 4-12.030 Violation of Public Health Orders prohibited.

Violation of a Public Health Order is unlawful and is hereby prohibited.

Sec. 4-12.040 Enforcement.

(a) Violation of this chapter is an infraction punishable as set forth in §1-2.01 of this Code.

(b) As an alternative enforcement measure, an Enforcement Officer may issue a person, violating this chapter with an administrative citation pursuant to Article 1 of Chapter 2 of Title 1 of this Code, commencing with §1-2.101. The procedures for issuing and appealing such citations, and the monetary penalties associated therewith, are those set forth in Article 1 of Chapter 2 of Title 1 of this Code, the relevant portions of which are incorporated herein by reference. No warning notice as otherwise prescribed by § 1-2.106 is required.

Sec. 4-12.050 Severability.

If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable. The Council hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately as an urgency ordinance. This is based on the Council finding that this ordinance is adopted in compliance with § 602 and subdivision (d) of § 608 of the City Charter, that it is necessary for the protection of the public peace, health, and safety for the reasons contained in the findings set forth at the beginning of this ordinance, which are incorporated by reference herein, and that it is a necessary measure to prevent the spread of COVID-19.

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