AGENDA
CITY OF WATSONVILLE
CITY COUNCIL MEETING

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

Values: Teamwork, Integrity, Honesty, Service and Respect

Mayor Ari Parker, District 7
Eduardo Montesino, Mayor Pro Tempore, District 1

Vanessa Quiroz-Carter, Council Member, District 2
Lowell Hurst, Council Member, District 3
Francisco Estrada, Council Member, District 4
Rebecca J. Garcia, Council Member, District 5
Jimmy Dutra, Council Member, District 6

Tamara Vides, City Manager Pro Tempore
Samantha W. Zutler, City Attorney
Beatriz Vázquez Flores, City Clerk

Location:
City Council Chambers
275 Main Street, Top Floor
Watsonville, CA 95076

Anyone addressing the City Council is asked to fill out a speaker card and leave it at the podium for recording purposes

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 PRIOR TO, OR AT, THE PUBLIC MEETING.

Americans with Disabilities Act

The Council Chambers is an accessible facility. If you wish to attend a meeting and you will require assistance in order to attend and/or participate, please call the City Clerk's Office at least three (3) business days in advance of the meeting to make arrangements. The City of Watsonville TDD number is (831) 763-4075.

For information regarding this agenda, please call the City Clerk's Office at (831) 768-3040

CITY OF WATSONVILLE
CITY COUNCIL MEETING

Location:
City Council Chambers
275 Main Street, Top Floor
Watsonville, CA 95076

Tuesday, September 13, 2022, 5:30 p.m.

Pages

1. ROLL CALL

   1.a. MOTION TO EXCUSE ABSENT COUNCIL MEMBER(S) (If any)

2. PLEDGE OF ALLEGIANCE

3. INFORMATION ITEMS

   3.a. REPORT OF DISBURSEMENTS 6

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

4. 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 FILL OUT A SPEAKER CARD & LEAVE IT AT THE PODIUM. SPEAKERS ARE ASKED TO ANNOUNCE THEIR NAME AND DISTRICT IN WHICH THEY LIVE IN ORDER TO OBTAIN AN ACCURATE RECORD FOR THE MINUTES.

   4.a. ORAL COMMUNICATIONS FROM THE PUBLIC (2 MINUTES EACH)

   4.b. ORAL COMMUNICATIONS FROM THE COUNCIL (2 MINUTES EACH)

   4.c. WATSONVILLE MUNICIPAL AIRPORT OPEN HOUSE 2022 SURVEY RESULTS BY AIRPORT DIRECTOR WILLIAMS

   4.d. MAYOR'S PROCLAMATION HONORING JACOB'S HEART

   4.e. PRESENTATION OF YOUTH ACADEMY GRADUATES BY FIRE CHIEF LOPEZ

5. REPORTS TO COUNCIL -- No Action Required

5.a. CITY MANAGER'S UPDATE REPORT

6. 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 (2 MINUTES EACH)

6.a. MOTION APPROVING MINUTES OF AUGUST 30, 2022 66

6.b. MOTION ACCEPTING APRIL 2022 THROUGH JUNE 2022 INVESTMENT REPORT 76

6.c. CONTRACT CHANGE ORDER NUMBERS 7, 8, & 9 FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT (Recommended by Public Works & Utilities Director Di Renzo) 85
RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 8, & 9 WITH GRANITE CONSTRUCTION COMPANY, FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL, PROJECT NO. PK-21-01 NOT TO EXCEED $836,872.06; & DIRECTING THE CITY MANAGER TO EXECUTE SAME; & APPROPRIATING $74,143.27 FROM THE PARK LAND IMPACT FEE FUND

6.d. CONTRACT AMENDMENTS WITH CSG CONSULTANTS, INC. & 4LEAF, INC. TO PROVIDE PLAN REVIEW & INSPECTION SERVICES FOR THE CITY (Recommended by Community Development Director Merriam) 97
1. RESOLUTION APPROVING SECOND AMENDMENT TO CONTRACT WITH CSG CONSULTANTS, INC. FOR BUILDING CONSTRUCTION, FIRE PLAN REVIEW, FIELD BUILDING INSPECTION, & SUPPLEMENTAL PERMIT TECHNICIAN SERVICES, EXTENDING THE TERM OF THE CONTRACT TO JUNE 30, 2023

2. RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT WITH 4LEAF, INC., FOR BUILDING CONSTRUCTION, FIRE PLAN REVIEW, FIELD BUILDING INSPECTION, & SUPPLEMENTAL PERMIT TECHNICIAN SERVICES, EXTENDING THE TERM OF THE CONTRACT TO JUNE 30, 2023, UPDATING THE COMPENSATION RATES FOR FY2022-2023

6.e. SECOND AMENDMENT TO THE AGREEMENT WITH VERDE DESIGN, INC., FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT (Recommended by Public Works & Utilities Director Di Renzo) 110
RESOLUTION APPROVING SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH VERDE DESIGN, INC., TO INCREASE CONTRACT COMPENSATION BY $161,300.00, & TO EXTEND THE TERM OF THE CONTRACT TO JUNE 30, 2023

6.f. PURCHASE ORDER FOR SOLE SOURCE PURCHASE WITH TROJAN TECHNOLOGIES GROUP ULC, FOR SPARE PARTS NEEDED IN THE 119

WATER RECYCLING FACILITY (Recommended by Public Works & Utilities Director Di Renzo)
RESOLUTION APPROVING SOLE SOURCE PURCHASE ORDER WITH TROJAN TECHNOLOGIES GROUP ULC, FOR THE PURCHASE OF PROPRIETARY SPARE PARTS FOR THE RECYCLED WATER FACILITY, IN AN AMOUNT NOT TO EXCEED $150,492.52 (WHICH INCLUDES A 5% CONTINGENCY)

6.g. AGREEMENT & AMENDMENT TO AGREEMENT WITH PVUSD FOR EXPANDED LEARNING OPPORTUNITY PROGRAM (Recommended by Parks & Community Services Director Calubaquib) 126

1. RESOLUTION APPROVING A SITE SERVICES AGREEMENT / SHORT-TERM WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT IN THE AMOUNT OF $22,000, TO PROVIDE BEFORE SCHOOL CARE THROUGH THE EXPANDED LEARNING OPPORTUNITIES PROGRAM FOR FISCAL YEAR 2022-2023, AUTHORIZING & DIRECTING THE CITY MANAGER TO EXECUTE SAME; & APPROPRIATING SUCH FUNDS TO THE GENERAL FUND

2. RESOLUTION APPROVING FIRST AMENDMENT TO SITE SERVICES AGREEMENT / SHORT-TERM WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD), TO PROVIDE SERVICES THROUGH THE DISTRICT'S EXPANDED LEARNING OPPORTUNITIES PROGRAM FOR FISCAL YEAR 2022-2023, ADDING TO THE SCOPE OF WORK, INCREASING COMPENSATION IN AN AMOUNT NOT TO EXCEED $278,000; EXTENDING THE CONTRACT TERM TO JUNE 30, 2023; AUTHORIZING & DIRECTING THE CITY MANAGER TO EXECUTE SAME; & APPROPRIATING $278,000 IN REVENUE FROM PVUSD TO CITY GENERAL FUND

6.h. PVUSD EXPANDED LEARNING OPPORTUNITIES PROGRAM CONTRACT TO PROVIDE ENVIRONMENTAL SCIENCE WORKSHOP STEAM PROGRAMMING (Recommended by Parks & Community Services Director Calubaquib) 146

RESOLUTION APPROVING SITE SERVICE AGREEMENT/SHORT-TERM AGREEMENT WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT, TO PROVIDE AFTER SCHOOL ENVIRONMENTAL SCIENCE WORKSHOP PROGRAMMING AT PVUSD ELEMENTARY AND MIDDLE SCHOOL SITES THROUGH THE DISTRICT'S EXPANDED LEARNING OPPORTUNITIES PROGRAM, AUTHORIZING & DIRECTING THE CITY MANAGER TO EXECUTE SAME; & APPROPRIATING $225,000 IN REVENUE FROM PVUSD TO CITY GENERAL FUND

6.i. CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANTS FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) & FOR THE PEDESTRIAN & BICYCLE SAFETY PROGRAM (Recommended by Public Works & Utilities Director Di Renzo) 159

RESOLUTION ACCEPTING $118,895 IN GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR FY 2023: $75,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) & $43,895

FOR THE PEDESTRIAN & BICYCLE SAFETY PROGRAM, TO USE FOR THE IMPLEMENTATION OF TRAFFIC SAFETY STRATEGIES; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD AGREEMENT & ANY AMENDMENTS THERETO; & ANY NECESSARY DOCUMENTS; & DIRECTING THAT SUCH FUNDS BE APPROPRIATED TO THE SPECIAL GRANTS FUND (0260)

6.j. APPROPRIATION OF $14,229 FROM THE CARBON FUND (0311) FOR CITY'S CONTRIBUTION TOWARDS THE PG&E HOT WATER HEATER REPLACEMENT PROGRAM (Recommended by Public Works & Utilities Director Di Renzo) 163
RESOLUTION APPROPRIATING $14,229 FROM THE CARBON FUND (0311) FOR THE CITY'S CONTRIBUTION TOWARDS THE PG&E HOT WATER HEATER REPLACEMENT PROGRAM

6.k. PASS AN ORDINANCE ADDING & AMENDING CERTAIN SECTIONS OF CHAPTER 3 (CITY UTILITIES) OF TITLE 6 (SANITATION AND HEALTH) OF THE WATSONVILLE MUNICIPAL CODE REGARDING OWNERSHIP & MAINTENANCE OF WATER, FIRE, AND SEWER FACILITIES 248

6.l. PASS AN ORDINANCE AMENDING SECTION 1-2.01 & ADDING NEW SECTIONS TO CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE MUNICIPAL CODE RELATING TO VIOLATIONS & RECOVERY OF ENFORCEMENT COSTS FOR VIOLATIONS OF THE MUNICIPAL CODE 256

7. ITEMS REMOVED FROM CONSENT AGENDA

8. NEW BUSINESS

8.a. INTEGRATING COMPLETE STREETS INFRASTRUCTURE & COMPONENTS ALONG STATE ROUTE 152 WITHIN THE CITY (Recommended by Public Works & Utilities Director Di Renzo) 262
1) Staff Report by Principal Engineer Fontes
2) City Council Clarifying & Technical Questions
3) Public Input
4) Motion
5) City Council Deliberation on Motion
6) Action on Resolution in Support of Caltrans Project 05-1P110 Integrating Complete Streets Infrastructure & Components Along State Route 152 within the City of Watsonville

9. PUBLIC HEARINGS, ORDINANCES, & APPEALS

9.a. TIME EXTENSION & MINOR PERMIT MODIFICATION (PP2022-3320) FOR THE ENCOMPASS COMMUNITY SERVICES PORTION OF THE MILES LANE PROJECT (PP2019-14) LOCATED AT 161 MILES LANE (APN 016-491-07) (Recommended by Community Development Director Merriam) 275
1) Staff Report by Principal Planner Orbach
2) City Council Clarifying & Technical Questions
3) Public Comments
4) Motion
5) City Council Deliberation on Motion

6) Action on Resolution Approving a Time Extension & Minor Permit Modification (PP2022-3320) for the Encompass Community Services Portion of the Miles Lane Project (PP2019-14) on a 0.99-Acre Site Located at 161 Miles Lane (APN: 016-491-07)

10. EMERGENCY ITEMS ADDED TO AGENDA

11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

12. ADJOURNMENT

This agenda was posted in accordance with the California Brown Act. The agenda packet can be accessed on the City of Watsonville website at https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes and available for public inspection in the City Clerk's Office (275 Main Street, 4th Floor) during normal business hours). Any materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet will be made available to the public in accordance with Government Section 54957.5.

CITY OF WATSONVILLE
FINANCE DEPARTMENT
SUMMARY OF DISBURSEMENTS
WARRANT REGISTER DATED 8-18-2022 TO 9-7-2022

FUND NO.	FUND NAME	AMOUNT
130	EMPLOYEE CASH DEDUCTIONS FUND	803,727.94
150	GENERAL FUND	687,253.46
170	INVESTMENTS	1,273.90
205	COMMUNITY DEV BLOCK GRANT	15,388.56
209	H.O.M.E. GRANTS	103,000.00
210	CAL HOME GRANT	57,000.00
221	INCLUSIONARY HOUSING	17,767.55
246	CIVIC CENTER COMMON AREA	51,659.53
260	SPECIAL GRANTS	148,108.55
262	AMERICAN RESCUE FUND	103,258.52
281	PARKS DEVELOPMENT FUND	209.76
305	GAS TAX	27,462.50
306	SB 1-GAS TAX FUNDING	43,569.33
309	PARKING GARAGE FUND	5,389.38
310	SALES TAX MEASURE G	113,129.06
312	MEASURE D-TRANSPORTATION FUND	7,643.25
344	IMPACT-EAST HIGHWAY 1 AREA	224,011.42
354	SPECIAL DISTRICT FUNDS	1,061.58
710	SEWER SERVICE FUND	1,024,640.67
720	WATER OPERATING FUND	1,063,944.36
730	AIRPORT ENTERPRISE FUND	119,190.77
740	WASTE DISPOSAL FUND	50,928.88
741	LANDFILL CLOSURE	12,724.05
760	MSC INTERNAL FUND	307,039.72
765	COMPUTER REPLACEMENT FUND	10,920.77
780	WORKER'S COMP/LIABILITY FUND	60,284.56
787	HEALTH INSURANCE FUND POOL	26,787.19
790	INFORMATION & TECHNOLOGY ISF	96,697.18
		5,184,072.44

TOTAL ACCOUNTS PAYABLE 8/18/2022 TO 9/7/2022	4,380,344.50
PAYROLL INVOICES	803,727.94
TOTAL OF ALL INVOICES	**5,184,072.44**

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	AFLAC	53181	8/26/2022	92248	Payroll Run 1 - Warrant 220826	$9,341.51
	BENEFIT COORDINATORS CORPORATION	53182	8/26/2022	92237	Payroll Run 1 - Warrant 220826	$869.17
	CA STATE DISBURSEMENT UNIT	930	8/26/2022	92250	Payroll Run 1 - Warrant 220826	$4,153.46
	CINCINNATI LIFE INSURANCE CO	53183	8/26/2022	92247	Payroll Run 1 - Warrant 220826	$28.89
	COLONIAL LIFE & ACCIDENT INS	53184	8/26/2022	92238	Payroll Run 1 - Warrant 220826	$179.04
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	53185	8/26/2022	92239	Payroll Run 1 - Warrant 220826	$621.58
	ICMA RETIREMENT TRUST 457	927	8/26/2022	92241	Payroll Run 1 - Warrant 220826	$57,395.80
		928	8/26/2022	92264	Payroll Run 1 - Warrant 220826	$4,146.04
	MASSMUTUAL FINANCIAL GROUP	53186	8/26/2022	92240	Payroll Run 1 - Warrant 220826	$3,229.87
	PROF FIRE FIGHTERS-WATSONVILLE	53187	8/26/2022	92242	Payroll Run 1 - Warrant 220826	$2,550.00
	PUBLIC EMP RETIREMENT SYSTEM	929	8/26/2022	92243	Payroll Run 1 - Warrant 220826	$298,518.87
	SEIU LOCAL 521	53189	8/26/2022	92261	Payroll Run 1 - Warrant 220826	$20.00
		53188	8/26/2022	92244	Payroll Run 1 - Warrant 220826	$1,045.03
	WAGEWORKS INC	53190	8/26/2022	92249	Payroll Run 1 - Warrant 220826	$4,796.48
	WIRE TRANSFER-IRS	926	8/26/2022	92246	Payroll Run 1 - Warrant 220826	$344,642.62
	WIRE TRANSFER-STATE OF CALIFORNIA	925	8/26/2022	92245	Payroll Run 1 - Warrant 220826	$72,189.58
	Fund Total					$803,727.94
0150	A L LEASE COMPANY, INC	52957	8/23/2022	7/30/2022	SUPPLIES	$23.18
		52957	8/23/2022	7/30/2022	SUPPLIES	$899.71
	A-1 JANITORIAL SERVICE	52958	8/23/2022	8242	JANITORIAL SERVICE	$975.00
	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$469.12
		53289	9/7/2022	07/31/2022	SUPPLIES	$32.48

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$53.51
		53289	9/7/2022	07/31/2022	SUPPLIES	$66.59
		53289	9/7/2022	07/31/2022	SUPPLIES	$53.59
		53289	9/7/2022	07/31/2022	SUPPLIES	$54.60
		53289	9/7/2022	07/31/2022	SUPPLIES	$10.90
		53289	9/7/2022	07/31/2022	SUPPLIES	$10.91
		53289	9/7/2022	07/31/2022	SUPPLIES	$19.60
		53289	9/7/2022	07/31/2022	SUPPLIES	$423.81
		53289	9/7/2022	07/31/2022	SUPPLIES	$114.61
		53289	9/7/2022	07/31/2022	SUPPLIES	$18.56
		53289	9/7/2022	07/31/2022	SUPPLIES	$74.43
		53289	9/7/2022	07/31/2022	SUPPLIES	$412.99
		53289	9/7/2022	07/31/2022	SUPPLIES	$86.74
		53289	9/7/2022	07/31/2022	SUPPLIES	$13.07
		53289	9/7/2022	07/31/2022	SUPPLIES	$221.51
	AIRTEC SERVICE,INC	52961	8/23/2022	22396	SERVICE	$883.75
	ALLIANT INSURANCE SERVICES, INC.	52963	8/23/2022	2046986	INV#2046986; 08/03/2022; 2022 STRAWBERRY FESTIVAL	$7,724.00
	AMERICA LEARNS, LLC	52964	8/23/2022	2383	RENEWAL - AMERICA LEARNS IMPACT SUITE	$6,000.00
	ARTS COUNCIL SANTA CRUZ COUNTY	52969	8/23/2022	1ST PMT 22/23	Social & Community Services FY	$2,500.00
	AT&T	53237	8/31/2022	ACCT3138890679-8/14	SERVICE	$52.30
	AT&T-CAL NET 2	52972	8/23/2022	000018529042	CALNET_PAL CHARGES FROM 06/24/22-07/23/22	$77.22
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$16.19
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$2,314.16

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$59.14
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$95.07
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$78.90
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$41.79
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$1,807.74
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$2,411.96
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$26.85
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$16.29
	B&B SMALL ENGINE REPAIR	52974	8/23/2022	502653	REPAIRS	$391.60
	BACKSTAGE LIBRARY WORKS	52975	8/23/2022	44766	SHIPPING CHARGES	$16.65
	BAKER & TAYLOR BOOKS	52976	8/23/2022	L5858864-7/31	BOOKS	$626.43
		52976	8/23/2022	C0116843-7/31	BOOKS	$451.77
		52976	8/23/2022	L4417824-7/31/22	BOOKS	$372.82
		52976	8/23/2022	L3981244-7-31	BOOKS	$90.41
		52976	8/23/2022	L4247564-7/31/22	BOOKS	$19.50
	BENJAMIN J. FANNIN	52978	8/23/2022	1683	FENCE REPAIRS	$6,950.00
		52978	8/23/2022	1684	FENCE REPAIRS	$3,200.00
	BEST BAG COMPANY	52922	8/23/2022	77	BAGS	$176.60
	BEWLEY'S CLEANING, INC.	53241	8/31/2022	011360	SERVICES	$2,200.00
	BIG CREEK LUMBER COMPANY	53192	8/31/2022	07/26/2022	MATERIALS	$266.26
		53192	8/31/2022	07/26/2022	MATERIALS	$89.90
	BILL FANNIN FENCING	52923	8/23/2022	2214	Installation of new Fence at P	$32,300.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	BRAINFUSE INC.	52980	8/23/2022	2010799	SUBSCRIPTION RENEWAL - ONLINE TUTORING & CAREER AS	$5,350.00
	C & N TRACTOR	52983	8/23/2022	7/29/2022	REPAIRS AND PARTS	$14.65
	C2 BUILDERS, INC.	52985	8/23/2022	3744	FRANICH PARK BATHROOM CONSTRUCTION & PAINT	$2,720.00
	CALIFORNIA ARMED GUARDS	52986	8/23/2022	HR03248	INV#HR03248; 08/08/2022; SECURITY SERVICES FOR PRI	$350.00
	CALIFORNIA GREY BEARS INC	52987	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$6,250.00
	CASA OF SANTA CRUZ COUNTY	52990	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$7,500.00
	CELEBRATIONS PARTY AND RENTAL STORE	52993	8/23/2022	27218	INV#27218; 08/04/2022; SNO CONE SUPPLIES FOR CAMP	$48.92
	CENTER POINT LARGE PRINT	52994	8/23/2022	1941407	BOOKS	$146.52
	CENTRAL COAST LANDSCAPE & MAINTENANCE	53195	8/31/2022	23181	SERVICE	$346.00
		52995	8/23/2022	23316	SERVICE	$400.00
		52995	8/23/2022	23314	AUGUST SERVICE PD	$400.00
	CENTRAL ELECTRIC	52998	8/23/2022	7/29/2022	ELEC REPAIRS	$10.79
	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$13.07
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$51.34
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$13.66
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$20.48
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$40.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$23.58
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$80.79
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$39.25

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$26.08
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$13.30
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$40.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$9.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$15.28
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$13.82
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$20.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$40.33
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$87.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.16
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$73.19
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$14.34
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$16.37
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$21.90
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$90.10
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$50.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$25.46
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$19.99

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$29.45
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$31.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$25.65
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$16.10
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.19
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$14.25
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$19.41
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$62.16
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$15.25
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$100.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$14.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$69.88
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$14.76

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$8.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$2.07
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.85
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$7.85
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$20.29
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$9.41
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$1.40
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$50.00
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$32.00
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$8.09
	CIVICPLUS	53006	8/23/2022	236840	SSL SETUP	$158.00
	COMMUNITY ACTION BOARD	53010	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$7,500.00
	COMMUNITY BRIDGES	53011	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$2,500.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CONSTANTINE, WILLIAM J.	53294	9/7/2022	07/15/2022- JULY	PROVIDE LEGAL SERVICES	$2,961.00
		53198	8/31/2022	05/15/2022	PROVIDE LEGAL SERVICES	$4,112.50
		53198	8/31/2022	04/15/2022	PROVIDE LEGAL SERVICES	$2,326.50
		53198	8/31/2022	07/15/2022-JUNE	PROVIDE LEGAL SERVICES	$2,514.50
		53198	8/31/2022	06/15/2022	PROVIDE LEGAL SERVICES	$3,595.50
	CORRALITOS FEED AND PET SUPPLIES, INC.	53013	8/23/2022	2200004211916	INV#2200004211916; 08/08/2022; HAY BALES FOR 2022	$1,348.70
	CREATIVE SECURITY CO., INC.	52927	8/23/2022	71591	PUBLIC BACKGROUND INVESTIGATION	$1,584.35
	CRIME SCENE CLEANERS INC	53014	8/23/2022	85165	SERVICE	$383.00
	CRUZIO/THE INTERNET STORE INC.	53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$69.95
		53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$69.95
		53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$74.95
		53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$74.95
	CSG CONSULTANTS, INC	53199	8/31/2022	B221052	FIRE PLAN REVIEW/BLDG INSPECT/	$3,669.30
		53199	8/31/2022	B220826	FIRE PLAN REVIEW/BLDG INSPECT/	$8,851.46
		53199	8/31/2022	B221267	FIRE PLAN REVIEW/BLDG INSPECT/	$15,148.95
	D&G SANITATION	53020	8/23/2022	291799	SERVICE	$492.45
	D&H ELECTRIC	53021	8/23/2022	1589	SERVICE	$254.94
	DANIELLA ARAUZ-RIVERA	53200	8/31/2022	5/31/2022	DEAF EDUCATION-LIBRARY	$207.01
	DEMCO INC	53023	8/23/2022	7153922	LIBRARY BOOK TRUCKS	$3,806.29
	DEPARTMENT OF INDUSTRIAL RELATIONS	53024	8/23/2022	E 1891829 SJ	CONVEYANCE FEE- CONV. # 102707	$225.00
	DEPARTMENT OF MOTOR VEHICLES	53025	8/23/2022	VIN41YAB2010J1072824	PERMANENT TRAILER IDENTIFICATION 41YAB2010J1072824	$10.00
	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$21.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$21.00
	DOCUSIGN, INC.	53027	8/23/2022	INV33574877	ELECTRONIC SIGNATURES SOLUTION	$4,985.80
	ECONOMIC & PLANNING SYSTEMS, INC.	53202	8/31/2022	211109-1	WATSONVILLE URBAN LIMIT LINE	$9,781.25
	ELEVATOR SERVICE COMPANY, INC.	53029	8/23/2022	38611	SERVICE CALL- ELEVATOR SERVICES	$288.75
		53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$400.00
		53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$530.00
		53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$200.00
	EMT CERTIFICATION FUND	53248	8/31/2022	2111	JON GOULDING	$75.00
	ESO SOLUTIONS LLC	53251	8/31/2022	ESO-85494	SERVICE	$28.55
		53251	8/31/2022	ESO-87108	SERVICE	$5,340.68
	EWING IRRIGATION PRODUCTS, INC.	53033	8/23/2022	17475789	SUPPLIES	$2,276.36
		53033	8/23/2022	17555826	IRRIGATION PARTS	$121.09
	FAMILY SERVICE AGENCY OF THE CENTRAL COAST	53034	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$5,000.00
	FASTENAL COMPANY	53035	8/23/2022	CAWAT124924	LIME VEST	$34.01
		53035	8/23/2022	CAWAT124817	PARTS	$501.59
		53035	8/23/2022	CAWAT124770	PARTS	$439.96
		53035	8/23/2022	CAWAT124771	LIME VESTS	$70.42
		53035	8/23/2022	CAWAT124969	OFFICE SUPPLIES	$248.04
	FEDEX	53036	8/23/2022	7-834-53061	FRT	$8.32
	FINDAWAY WORLD LLC	53038	8/23/2022	397232	PLAYAWAYS	$385.32
	FIRST ALARM, INC.	53041	8/23/2022	695354	SERVICE	$280.59
		53041	8/23/2022	695605	SERVICE	$213.69
		53041	8/23/2022	699307	SERVICE	$30.00
		53206	8/31/2022	687974	SERVICE	$454.82

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FOODWHAT, INC.	53043	8/23/2022	1ST PMT 22/23	Social & Community Service Gra	$5,000.00
	FRED L. CASTILLO	53044	8/23/2022	5/22-7/22	KARATE CLASS	$392.00
	GALE CENGAGE LEARNING	53045	8/23/2022	779899568	BOOKS	$53.94
		53045	8/23/2022	78020360	BOOKS	$81.91
	GARCIA, VICTOR S	53252	8/31/2022	0001338	Entertainment for Straw.Fest a	$3,333.00
	GEORGE J FOGELSON	53046	8/23/2022	1	BOOKS	$64.00
	GIRLS INC. OF THE CENTRAL COAST	53048	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$61.15
	GROCERY OUTLET	53052	8/23/2022	30043922212237	SUPPLIES	$41.42
		53052	8/23/2022	07/29/2022	30043224042235- SUPPLIES	$116.11
	HDL COREN & CONE	53054	8/23/2022	SIN020086	Property Tax Consulting/Audit	$3,268.35
	HINDERLITER, DE LLAMAS & ASSOCIATES	53056	8/23/2022	SIN020445	SALES AND USE TRANS. AUDIT & I	$10,879.43
	IMMIGRANT LEGAL SERVICES OF THE CENTRAL COAST, INC	53057	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	JACKSON LEWIS PC	53059	8/23/2022	8068068	LEGAL SERVICES WITH LABOR AND	$1,655.50
	JAIME MOLINA	53253	8/31/2022	SUMMER IN CITY '22	SUMMER IN THE CITY- JOVEN NOBLE	$1,733.50
		53210	8/31/2022	2022	SUMMER IN THE CITY- JOVEN NOBLE	$2,400.00
	JALISCO RESTAURANT	53060	8/23/2022	0528190	DINNER	$677.99
	JESSICA BEEBE	53211	8/31/2022	06/30/2022 REIMB.	PCS- VARIOUS REIMBURSEMENTS	$24.99
		53211	8/31/2022	06/30/2022 REIMB.	PCS- VARIOUS REIMBURSEMENTS	$55.66
		53211	8/31/2022	06/30/2022 REIMB.	PCS- VARIOUS REIMBURSEMENTS	$9.56
		53211	8/31/2022	06/30/2022 REIMB.	PCS- VARIOUS REIMBURSEMENTS	$26.20
	JOHNSON, ROBERTS, & ASSOC, INC.	53064	8/23/2022	149054	PHQ REPORTS	$35.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	K & D LANDSCAPING INC.	53066	8/23/2022	6287	MAINTENANCE AT SLOUGH RD.	$1,609.00
		53066	8/23/2022	6288	LANDSCAPE MAINTENANCE	$704.00
		53066	8/23/2022	5717	IRRIGATION REPAIR	$241.50
		53066	8/23/2022	5837	IRRIGATION REPAIR	$175.35
	KELLY-MOORE PAINT COMPANY, INC.	53067	8/23/2022	818-00000356511	PAINT	$61.30
		53067	8/23/2022	818-00000354525	PAINT	$157.46
		53067	8/23/2022	818-00000355817	PAINT	$76.85
	KIMBALL MIDWEST	53070	8/23/2022	100108979	PARTS	$350.38
	LA ALIANZA DEL VALLE DEL PAJARO	53215	8/31/2022	2022 COMMUNITY SPONS	REIMBURSEMENT FOR ENTERTAINMENT SERVICES	$500.00
	LA SELVA	53071	8/23/2022	8691	SERVICE	$1,450.00
		53071	8/23/2022	8790	TREES	$4,750.00
	LATIN-AMERICAN PERIODICALS LLC	53073	8/23/2022	6779	SUBSCRIPTION	$127.40
	LEONOR, CLAUDIA	53076	8/23/2022	BOOT REIMB. FY22/23	CDD- BOOT REIMBURSEMENT FY22/23	$141.85
	LIBRARY IDEAS	53079	8/23/2022	90624	SUBSCRIPTION RENEWAL - FREEGAL	$4,120.00
	MARTINEZ, HILDA	53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$101.43
	MENTORS DRIVING CHANGE FOR BOYS,MEN & DADS	53086	8/23/2022	1ST PAYMENT 22/23	Social and Community Service G	$2,500.00
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$99.15
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$82.30
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$1,325.37
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$220.35
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$361.49
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$537.81
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$104.53
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$370.36

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MONICA FLOREZ	53309	9/7/2022	TRVL ON 09/13/2022	ADMIN- CA ASSOCIATION OF JOINT POWERS ADVANCE	$532.25
	MOORE IACOFANO GOLTSMAN, INC.	53219	8/31/2022	0075414	ENVIRONMENTAL REVIEW OF 70 NIE	$4,086.41
		53219	8/31/2022	0075934	ENVIRONMENTAL REVIEW OF 70 NIE	$6,401.25
		53219	8/31/2022	0075933	ON CALL PLANNING SERVICES	$8,187.50
		53219	8/31/2022	0075413	ON CALL PLANNING SERVICES	$22,206.25
	NUTRIEN AG SOLUTIONS	53092	8/23/2022	49027350	SUPPLIES	$57.23
	OCLC, INC	53094	8/23/2022	1000244587	CATALOGING & METADATA SUBSCRIPTION	$605.12
	ONE TIME VENDOR	52936	8/23/2022	10180-REFUND	FIRE INSPECTION	$154.00
		53095	8/23/2022	44244595	REFUND	$68.00
		53096	8/23/2022	44241084	REFUND CLASS CANCELLED	$250.00
		53097	8/23/2022	43817055	CLASS REFUND	$78.00
		53098	8/23/2022	43966664	REFUND- CO-ED SOFTBALL	$502.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	53099	8/23/2022	48240	SUPPLIES	$114.03
		53099	8/23/2022	48175	PRUNNING SAWS	$87.38
		53099	8/23/2022	48085	ENGINE DEGREASER	$109.21
		53099	8/23/2022	48406	AIR FILTERS	$43.66
	OVERDRIVE	53100	8/23/2022	00910SV22292149	SUBSCRIPTION - CRAFTSY	$11.96
	PACIFIC CREST ENGINEERING, INC	53310	9/7/2022	11093	CONSULTANT SERVICES- TESTING,	$487.50
	PACIFIC GAS & ELECTRIC	53313	9/7/2022	9491368495-0-8/23/	ELEC	$2,369.62
		53313	9/7/2022	9491368495-0-8/23/	ELEC	$2,771.08
		53258	8/31/2022	3653340008-5-8/18/	ELEC	$25.12
		53259	8/31/2022	4048670603-5-8/18/	ELEC	$21.20

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PACIFIC GAS & ELECTRIC	53263	8/31/2022	4287605895-1-8/19/	ELEC	$11.43
		53274	8/31/2022	0418334151-2-8/24/	ELEC	$1,880.07
		53112	8/23/2022	9656517006-3-8/16/	ELEC	$15.12
		53273	8/31/2022	5740377546-3-8/24/	ELEC	$411.63
		53260	8/31/2022	9925942904-3-8/18/	ELEC	$220.70
		53275	8/31/2022	7624842502-7-8/24/	ELEC	$106.91
		53109	8/23/2022	7523404092-3-8/15/	ELEC	$3,535.06
		53265	8/31/2022	8480030300-4-8/21/	ELEC	$1,042.18
		53105	8/23/2022	1540833758-0-8/11/	ELEC	$89.82
		53111	8/23/2022	0951393634-5-8/16/	ELEC	$26.07
		53261	8/31/2022	7294900587-9-8/19/	ELEC	$306.44
		53267	8/31/2022	50600760495-8/23/	ELEC	$1,017.29
		53269	8/31/2022	4829825447-4-8/23/22	ELEC	$75.16
		53272	8/31/2022	0458151262-3-8/23/22	ELEC	$265.86
	PADILLA, ELIZABETH	53114	8/23/2022	SUMMER IN CITY 08/04	CM OFFICE- SUMMER IN THE CITY DINNER REIMB.	$228.33
	PAJARO VALLEY COMMUNITY HEALTH TRUST	53116	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	PAJARO VALLEY HISTORICAL ASSN	53118	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	PAJARO VALLEY LOAVES AND FISHES	53115	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$7,500.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PAJARO VALLEY PRINTING	53221	8/31/2022	44265	VEHICLE MAGNETS	$162.78
		53119	8/23/2022	44398	BUSINESS CARDS	$275.31
		53119	8/23/2022	44450	OUR TOWN NEWSLETTER	$3,386.75
		53119	8/23/2022	44451	NEWSLETTER	$3,533.15
		53119	8/23/2022	44491	PRINTING	$1,966.50
	PAJARO VALLEY SHELTER SERVICES	53120	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$7,500.00
	PAJARO VALLEY UNIFIED SCHOOL DISTRICT	53222	8/31/2022	21/22-UTILITY USERS	REFUND TAX	$2,633.85
	PALACE BUSINESS SOLUTIONS	53121	8/23/2022	651570-0	OFFICE SUPPLIES	$139.58
	PANTHER PROTECTIVE SERVICE	53122	8/23/2022	007-2022RES	RAMSAY PARK SECURITY	$1,200.00
	PKT WELDING & FABRICATION	53126	8/23/2022	2382	PARTS AND MATERIALS	$200.02
		52941	8/23/2022	2358	REPAIR TO COVER LOCK SYSTEM	$100.00
		53126	8/23/2022	2420	REPAIRS	$200.00
	PROQUEST LLC	53129	8/23/2022	70743818	SUBSCRIPTION RENEWAL - SYNDETIC	$526.74
	QUINTERO TIRES WHEEL SERVICE	53131	8/23/2022	24409	FLAT REPAIR	$20.00
		53131	8/23/2022	23562	FLAT REPAIR	$60.00
	RAINBOW CARPETS, INC.	53132	8/23/2022	144765	UNDERLAYMENT CARPET INSTALLATION PCS	$3,437.92
		53132	8/23/2022	144766-	CAPET INSTALLATION	$883.03
		53132	8/23/2022	144771	CARPET INSTALLATION AT PCS	$2,986.32
	RAUNEL ZAVALA	53316	9/7/2022	TRVL ON 09/13/2022	ADMIN- CA ASSOCIATION OF JOINT POWERS ADVANCE	$532.25
	REGISTER PAJARONIAN	53133	8/23/2022	52909	PUBLIC HEARING	$174.40
		53133	8/23/2022	53624	AD	$69.29
		52944	8/23/2022	47056	PUBLIC HEARING- EV CHARGING	$197.21
		53133	8/23/2022	54671	PUBLIC HEARING 676 E. LAKE AVE ADVERTISING	$208.94

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	REGISTER PAJARONIAN	53133	8/23/2022	54670	PUBLIC HEARING 1960 FREEDOM BLVD ADVERTISING	$201.47
	RETAIL MARKETING SERVICES, INC.	53134	8/23/2022	185505	SHOPPING CART RETRIEVAL SERVIC	$1,800.00
	RICOH USA, INC	53135	8/23/2022	5065217817	MONTHLY MAINTENANCE FOR NEW COPIERS	$33.67
		53135	8/23/2022	5065217817	MONTHLY MAINTENANCE FOR NEW COPIERS	$33.67
		53135	8/23/2022	5065217817	MONTHLY MAINTENANCE FOR NEW COPIERS	$22.45
		53135	8/23/2022	5065217817	MONTHLY MAINTENANCE FOR NEW COPIERS	$22.44
		53135	8/23/2022	5065217809	MONTHLY MAINTENANCE FOR NEW COPIERS	$20.47
		53135	8/23/2022	5065217345	MONTHLY MAINTENANCE FOR NEW COPIERS	$208.64
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$22.39
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$303.48
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$41.37
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$75.13
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$75.13
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$50.09
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$50.08
	RYAN COMPANIES US, INC.	53225	8/31/2022	06/13/2022	REFUND- REVISED SCOPE OF WORK AT 200 MANABE OW RD.	$33,331.00
	SANTA CRUZ COMMUNITY VENTURES	53143	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$7,250.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	53144	8/23/2022	IN0108397	PERMIT INV# IN0108397, FACILITY FA0007216	$1,423.00
	SANTA CRUZ COUNTY HEALTH SERVICE AGENCY	53281	8/31/2022	EO27768-INV#2111	JON GOULDING	$100.00
	SANTA CRUZ SENTINEL	53145	8/23/2022	0001347744	CLASSIFIED ADVERTISEMENT	$460.80
	SAVE MART SUPERMARKET	53146	8/23/2022	TRD-8173-8/5/2022	SUPPLIES	$17.78
		53146	8/23/2022	TRD-8173-8/5/2022	SUPPLIES	$142.04
	SCORE AMERICAN SOCCER COMPANY, INC.	53147	8/23/2022	6743175	INV# 6743175; 08/08/2022; SOCCER GOAL NETS FOR EA	$401.67
		53147	8/23/2022	6742679	INV# 6742679; 08/12/2022; Fall & Winter Sports Jer	$2,181.24
	SECOND HARVEST FOOD BANK	53149	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$2,500.00
	SENIOR CITIZENS' LEGAL SERVICE	53150	8/23/2022	1ST PAYMENT 22/23	Social and Community Service G	$5,000.00
	SENIOR NETWORK SERVICES	53151	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$2,500.00
	SERVICE PRINTERS	53152	8/23/2022	1906	FORMS	$328.08
	SLOAN SAKAI YEUNG & WONG LLP	53283	8/31/2022	49823	LEGAL SERVICES WITH LABOR AND	$88.50
	SNAP ON INDUSTRIAL	53155	8/23/2022	ARC/53650824	ENGINE STARTER	$230.27
	STAPLES CREDIT PLAN	53318	9/7/2022	07/28/2022	SUPPLIES	$199.89
		53318	9/7/2022	07/28/2022	SUPPLIES	$81.93
		53318	9/7/2022	07/28/2022	SUPPLIES	$7.51
		53318	9/7/2022	07/28/2022	SUPPLIES	$68.04
		53318	9/7/2022	07/28/2022	SUPPLIES	$83.01
		53229	8/31/2022	06/27/2022	SUPPLIES	$218.26
		53229	8/31/2022	06/27/2022	SUPPLIES	$141.57
	STURDY OIL COMPANY	53230	8/31/2022	06/30/2022	PETROLEUM PRODUCTS FOR CITY WI	$373.07

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	STURDY OIL COMPANY	53319	9/7/2022	07/31/2022	PETROLEUM PRODUCTS FOR CITYWID	$202.05
	TARGET SOLUTIONS LEARNING LLC	53284	8/31/2022	INV53268	VECTOR SCHED	$355.47
	TBWBH PROPS & MEASURES	53285	8/31/2022	INV04047	Feasibility of PCS Revenue Sal	$6,500.00
	THE SANTA CRUZ LESBIAN AND GAY COMMUNITY CTR	53158	8/23/2022	1ST PAYMENT 22/23	Social & Community Services Gr	$7,500.00
	TRI COUNTY TROPHY & ENGRAVING	52950	8/23/2022	19-04903	GLASS AWARD	$71.01
	TUMBLEWEED PRESS INC.	53161	8/23/2022	110868	SUBSCRIPTION RENEWAL - TUMBLEBOOK LIBRARY	$894.88
	TYLER TECHNOLOGIES, INC.	53162	8/23/2022	045-383581	LICENSING, IMPLEMENT, MAINT. M	$122,383.16
		53162	8/23/2022	045-386727	LICENSING, IMPLEMENT, MAINT. M	$4,432.35
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	5663-07/22/2022 FY23	INTERVIEW PANEL MEAL	$70.36
		53163	8/23/2022	5486-07/22/2022 FY23	RENEW WPLFORUM.ORG	$15.16
		53163	8/23/2022	5486-07/22/2022 FY23	ONLINE MONTHLY SERVICE	$5.00
		53163	8/23/2022	5486-07/22/2022 FY23	CUSHIONS FREEDOM	$1,995.37
		53163	8/23/2022	5486-07/22/2022 FY23	HOTSPOT	$539.35
		53163	8/23/2022	5486-07/22/2022 FY23	SUBSCRIPTION RENEWAL- DIGITAL SIGNAGE	$1,188.00
		52951	8/23/2022	9478-07/22/2022 FY22	FAN MOTOR	$44.77
		52951	8/23/2022	9478-07/22/2022 FY22	JANITORIAL SUPPLIES	$85.94
		52951	8/23/2022	9478-07/22/2022 FY22	ADMIN FACE MASKS	$59.92
		52951	8/23/2022	9478-07/22/2022 FY22	11 X 17 SHEET PROTECTORS	$21.40
		52951	8/23/2022	9478-07/22/2022 FY22	4404 CAR COVER	$163.82

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	0566-07/22/2022 FY23	CALPERLA TRAINING REGISTRATION	$1,125.00
		53163	8/23/2022	0566-07/22/2022 FY23	CALPERLA TRAINING REGISTRATION	$1,125.00
		53163	8/23/2022	0566-07/22/2022 FY23	CONF. FLIGHT- NEOGOV CONNECT	$307.96
		53163	8/23/2022	0566-07/22/2022 FY23	CONF. FLIGHT- NEOGOV CONNECT	$307.96
		53163	8/23/2022	0566-07/22/2022 FY23	CONFERENCE HOTEL DEPOSIT	$146.26
		53163	8/23/2022	0566-07/22/2022 FY23	REFRESHMENTS FOR ORAL BOARD	$15.00
		52951	8/23/2022	0566-07/22/2022 FY22	REFRESHMENTS FOR ORAL BOARD	$15.00
		52951	8/23/2022	0566-07/22/2022 FY22	PRIVACY SCREEN	$103.72
		52951	8/23/2022	0566-07/22/2022 FY22	LUNCH FOR ORAL BOARD	$102.42
		53163	8/23/2022	6703-07/22/2022 FY23	CM-CONFERENCE REGISTRATION-TAMARA VIDES	$600.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-CONFERENCE REGISTRATION-EDUARDO MONTESINO	$600.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-VANESSA QUIROZ	$121.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-TAMARA VIDES	$121.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-EDUARDO MONTESINO	$127.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-LOWELL HURST	$127.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-REBECCA GARCIA	$177.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-JAMES DUTRA	$127.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FLIGHT FOR LOC CONFERENCE-RENE MENDEZ	$127.96

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	IT-MONITOR SOUNDBARS FOR PCS STAFF-IMELDA and ADRI	$80.50
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE BEER AND ART WALK 2022 TICKET-RENE MENDEZ	$37.40
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE BEER AND ART WALK 2022 TICKET-Tamara	$37.40
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE BEER AND ART WALK 2022 TICKET-LOWELL HURS	$37.40
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE WALK-WRISTBANDS	$33.73
		53163	8/23/2022	6703-07/22/2022 FY23	CM-EVENT TICKET-RENE MENDEZ	$52.44
		53163	8/23/2022	6703-07/22/2022 FY23	CM-EVENT TICKET-FRANSISCO ESTRADA	$50.00
		53163	8/23/2022	6703-07/22/2022 FY23	CC-OFFICE SUPPLIES	$48.28
		53163	8/23/2022	6703-07/22/2022 FY23	CM-OFFICE SUPPLIES	$30.46
		53163	8/23/2022	6703-07/22/2022 FY23	CM-OFFICE SUPPLIES	$38.21
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WATSONVILLE ACADEMY	$381.01
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE WALK-SUPPLIES	$155.67
		53163	8/23/2022	6703-07/22/2022 FY23	CM-EVENT TICKET-RENE MENDEZ	$125.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$43.69
		53163	8/23/2022	6703-07/22/2022 FY23	CC-SUPPLIES	$36.24
		53163	8/23/2022	6703-07/22/2022 FY23	CM-MCBC EVENT TICKET-LOWELL HURST	$35.00
		53163	8/23/2022	6703-07/22/2022 FY23	CC-CITY COUNCIL MEETING 7/12/22	$341.95
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$51.34

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	CM-BASIC DIGITAL ACCESS	$4.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-FARM TO FORK EVENT TICKET-LOWELL HURST	$150.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE WALK	$725.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-EMERALD CITY THE GALA-JIMMY DUTRA	$195.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-WINE BEER AND ART WALK 2022 TICKET-JIMMY DUTRA	$37.40
		53163	8/23/2022	6703-07/22/2022 FY23	CM-UNLIMITED DIGITAL ACCESS FOR FOUR WEEKS	$19.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$32.76
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$7.86
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$53.20
		53163	8/23/2022	6703-07/22/2022 FY23	CM-PROFESSIONAL PLAN-ANNUAL RENEWAL	$588.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-PV CHAMBER 60TH DINNER-JORGE ZAMORA	$107.72
		53163	8/23/2022	6703-07/22/2022 FY23	CM-PV CHAMBER 60TH DINNER-SUZI MERRIAM	$107.72
		53163	8/23/2022	6703-07/22/2022 FY23	CM-CREDIT-REFUND-CM SUPPLIES	($51.34)
		53163	8/23/2022	6703-07/22/2022 FY23	CM-MEET & GREET WITH CITY MANAGER	$82.40
		53163	8/23/2022	6703-07/22/2022 FY23	CM-MEET & GREET WITH CITY MANAGER	$7.64
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUPPLIES	$14.61
		53163	8/23/2022	6703-07/22/2022 FY23	CM-MEET & GREET WITH CITY MANAGER	$19.97
		52951	8/23/2022	5486-07/22/2022 FY22	WATER SERVICE	$65.55

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	5486-07/22/2022 FY22	CREDIT CARD TERMINAL FEE	$135.00
		52951	8/23/2022	9522-07/22/2022 FY22	GUIDE BOOK MONTEREY BAY	$32.76
		53163	8/23/2022	5738-07/22/2022	IPHONE CASE FOR PD	$22.94
		53163	8/23/2022	5738-07/22/2022	IPHONE CASE FOR PD	$20.28
		53163	8/23/2022	5738-07/22/2022	IPHONE SCREEN PROTECTOR FOR PD	$16.38
		53163	8/23/2022	5738-07/22/2022	STRAWBERRYFESTIVAL.COM GODADDY RENEWAL	$20.17
		53163	8/23/2022	9714-07/22/2022	MEMBERSHIP	$110.00
		53163	8/23/2022	9714-07/22/2022	JOB ADVERTISING	$275.00
		53163	8/23/2022	9366-07/22/2022	OFFICE SUPPLIES	$120.16
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$33.39
		53287	8/31/2022	1098-07/22/2022 F23	4TH OF JULY SUPPLIES	$169.90
		53287	8/31/2022	1098-07/22/2022 F23	ADMIN OFFICE SUPPLIES	$57.85
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$54.40
		53287	8/31/2022	1098-07/22/2022 F23	RECREATION SUPPLIES	($2,119.93)
		53287	8/31/2022	1098-07/22/2022 F23	DEPT MARKETING SUPPLIES	$2,269.05
		53287	8/31/2022	1098-07/22/2022 F23	RECREATION SUPPLIES	$2,119.93
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$17.34
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$110.61
		53287	8/31/2022	1098-07/22/2022 F23	RAMSAY PARK FACITLITY SUPPLIES	$249.09

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53287	8/31/2022	1098-07/22/2022 F23	RAMSAY PARK SPORTS PROGRAMS	$249.09
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$51.08
		53287	8/31/2022	1098-07/22/2022 F23	SENIOR CENTER SUPPLIES	$141.62
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW FIELD TRIP	$327.00
		53287	8/31/2022	1098-07/22/2022 F23	QUICK SILVER CPR CERTIFICATIONS	$70.00
		53287	8/31/2022	1098-07/22/2022 F23	PAL FIELD TRIP	$1,110.00
		53287	8/31/2022	1098-07/22/2022 F23	STRAWBERRY FESTIVAL SUPPLIES	$1,716.32
		53287	8/31/2022	1098-07/22/2022 F23	STRAWBERRY FESTIVAL SUPPLIES	$2,199.26
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW FIELD TRIP	$137.05
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW FIELD TRIP	$207.00
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$12.23
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$139.29
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$152.02
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$14.81
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$52.43
		53287	8/31/2022	1098-07/22/2022 F23	ADMIN OFFICE SUPPLIES	($87.39)
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW SUPPLIES	$140.34
		53287	8/31/2022	1098-07/22/2022 F23	PAL ACTIVITY SUPPLIES	$8.73

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53287	8/31/2022	1098-07/22/2022 F23	PAL ACTIVITY SUPPLIES	$725.20
		53287	8/31/2022	1098-07/22/2022 F23	PAL ACTIVITY SUPPLIES	$8.84
		53287	8/31/2022	1098-07/22/2022 F23	STRAWBERRY FESTIVAL SUPPLIES	$140.26
		53287	8/31/2022	1098-07/22/2022 F23	PAL ACTIVITY SUPPLIES	$10.38
		53287	8/31/2022	1098-07/22/2022 F23	RECREATION SOFTBALL SEASON	$342.70
		53287	8/31/2022	1098-07/22/2022 F23	RECREATION SOFTBALL SEASON	$315.56
		53287	8/31/2022	1098-07/22/2022 F23	STRAWBERRY FESTIVAL SUPPLIES	$447.90
		53287	8/31/2022	1098-07/22/2022 F23	PAL ACTIVITY SUPPLIES	$24.36
		53287	8/31/2022	1098-07/22/2022 F23	CAMP WOW FIELD TRIP	$490.97
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$14.19
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$62.60
		53233	8/31/2022	1098-07/22/2022 FY22	CAMP WOW FIELD TRIP	$280.00
		53233	8/31/2022	1098-07/22/2022 FY22	SCIENCE WORKSHOP SUPPLIES	$1,079.50
		53233	8/31/2022	1098-07/22/2022 FY22	FIELD PAINT STRIPE MACHINE (RAMSAY PARK)	$116.33
		53233	8/31/2022	1098-07/22/2022 FY22	RECREATION UNIFORM SHORTS	$376.09
		53233	8/31/2022	1098-07/22/2022 FY22	CAMP WOW FIELD TRIP	$404.00
		53233	8/31/2022	1098-07/22/2022 FY22	SCIENCE WORKSHOP SUPPLIES	$337.35
		53233	8/31/2022	1098-07/22/2022 FY22	SCIENCE WORKSHOP SUPPLIES	$39.30

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$237.94
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$14.26
		53233	8/31/2022	1098-07/22/2022 FY22	SCIENCE WORKSHOP SUPPLIES	$161.34
		53233	8/31/2022	1098-07/22/2022 FY22	4TH OF JULY SUPPLIES	$10.91
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$371.36
		53233	8/31/2022	1098-07/22/2022 FY22	SENIOR CENTER SUPPLIES	$24.25
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$140.29
		53233	8/31/2022	1098-07/22/2022 FY22	4TH OF JULY SUPPLIES	$229.15
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$12.97
		53233	8/31/2022	1098-07/22/2022 FY22	CAMP WOW SUPPLIES	$281.80
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$237.61
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$83.55
		53233	8/31/2022	1098-07/22/2022 FY22	PARKS SUPPLIES	$143.89
		53233	8/31/2022	1098-07/22/2022 FY22	DEPOSIT FOR EVENT	$100.00
		53233	8/31/2022	1098-07/22/2022 FY22	RECREATION LEADER FIELD TRIP	$28.00
		53233	8/31/2022	1098-07/22/2022 FY22	RECREATION LEADER FIELD TRIP	$24.00
		53233	8/31/2022	1098-07/22/2022 FY22	DEPT MARKETING SUPPLIES	$1,812.62
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	$358.33

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53233	8/31/2022	1098-07/22/2022 FY22	SENIOR CENTER SUPPLIES	$16.35
		53233	8/31/2022	1098-07/22/2022 FY22	CAMP WOW FIELD TRIP	$494.00
		53233	8/31/2022	1098-07/22/2022 FY22	DEPT MARKETING SUPPLIES	$217.41
		53233	8/31/2022	1098-07/22/2022 FY22	YOUTH CENTER SUPPLIES	$12.38
		53233	8/31/2022	1098-07/22/2022 FY22	ADMIN OFFICE SUPPLIES	($14.19)
		53233	8/31/2022	1098-07/22/2022 FY22	RECREATION SWIMMING POOL SUPPLIES	$467.89
		53233	8/31/2022	1098-07/22/2022 FY22	YOUTH CENTER SUPPLIES	$39.56
		52951	8/23/2022	6703-07/22/2022 FY22	CM-WATSONVILLE ACADEMY	$280.25
		52951	8/23/2022	6703-07/22/2022 FY22	CM-WATSONVILLE ACADEMY	$25.75
		52951	8/23/2022	6703-07/22/2022 FY22	CM-EVENT TICKET-FRANCISCO ESTRADA	$107.72
		52951	8/23/2022	6703-07/22/2022 FY22	CM-WINE WALK-BAGS	$861.35
		52951	8/23/2022	6703-07/22/2022 FY22	CC-MAYOR PHOTO-ARI PARKER	$27.63
		52951	8/23/2022	6703-07/22/2022 FY22	CM-BUSINESS CARDS-RENE MENDEZ	$42.56
		52951	8/23/2022	6703-07/22/2022 FY22	CM-NALEO 2022 CONFERENCE HOTEL-REBECCA GARCIA	$1,173.44
		52951	8/23/2022	6703-07/22/2022 FY22	CC-SUPPLIES	$32.76
		52951	8/23/2022	6703-07/22/2022 FY22	CC-SUPPLIES	$163.66
		52951	8/23/2022	6703-07/22/2022 FY22	CM-HRSA-OFFICE SUPPLIES	$1,436.00
		53163	8/23/2022	9478-07/22/2022 FY23	BATTERY CHARGER FOR 4404	$63.34

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	9478-07/22/2022 FY23	JANITORIAL SUPPLIES	$126.12
		53163	8/23/2022	3916-07/22/2022	OFFICE SUPPLIES - SAT OF	$163.86
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	$59.08
		53163	8/23/2022	3916-07/22/2022	NEWSPAPER SUBSCRIPTION	$14.00
		53163	8/23/2022	9522-07/22/2022 FY23	REGISTRATION FEE FOR BOLA TRAINING	$2,750.00
		53163	8/23/2022	9522-07/22/2022 FY23	OFFICE CHAIR	$144.36
	UNIFIED BUILDING MAINTENANCE	53165	8/23/2022	10582	Janitorial Services for Recrea	$2,665.00
		53165	8/23/2022	10582	Janitorial Services for Recrea	$6,890.00
	UNIQUE MANAGEMENT SERVICES, INC.	53166	8/23/2022	6103188	COLLECTION AGENCY FEES	$128.15
	UNITED WAY OF SANTA CRUZ CO	53167	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	UPS STORE	53168	8/23/2022	08/08/2022	FRT AND LIVESCAN SERVICES	$532.00
		53168	8/23/2022	08/08/2022	FRT AND LIVESCAN SERVICES	$27.89
	V & V MANUFACTURING, INC.	53169	8/23/2022	55417	BADGE	$48.28
	VARGAS, RUBEN	52952	8/23/2022	BOOT REIMB. FY21/22	CDD- BOOT REIMBURSEMENT FY21/22	$174.60
	VERDE DESIGN, INC.	53171	8/23/2022	10-2106300	Architectural Desig for Ramsay	$62,441.45
	WATSONVILLE FORD	53174	8/23/2022	152339	VEHICLE REPAIR	$2,648.15
	WATSONVILLE LAW CENTER	53175	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	WATSONVILLE YOUTH TRAINING CENTER	53176	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$7,000.00
	WESTERN TREE NURSERY, INC.-05132	53177	8/23/2022	0000563298	PLANT	$64.80
	WORK WELL MEDICAL GROUP	53178	8/23/2022	EM002633	PRE-EMPLOYMENT/DMV PHYSICALS, VACCINATIONS	$2,155.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	WORK WELL MEDICAL GROUP	53178	8/23/2022	EM002633	PRE-EMPLOYMENT/DMV PHYSICALS, VACCINATIONS	$135.00
		53178	8/23/2022	EM002633	PRE-EMPLOYMENT/DMV PHYSICALS, VACCINATIONS	$125.00
	YMCA WATSONVILLE BRANCH	53179	8/23/2022	1ST PAYMENT 22/23	Social & Community Service Gra	$2,500.00
	Fund Total					$687,253.46
0170	BRINKS INCORPORATED	52981	8/23/2022	5039805	TRANSPORTATION	$17.04
		52981	8/23/2022	12002853	TRANSPORTATION	$1,256.86
	Fund Total					$1,273.90
0205	GERA 1980 TRUST	53047	8/23/2022	CARLOS PRECIADO	56 WEST 5TH ST., #1	$4,200.00
	JUAN CRUZ	53065	8/23/2022	MARIA REGALADO GUIDO	600 MADISON STREET	$2,800.00
	PACIFIC CREST ENGINEERING, INC	53310	9/7/2022	11094	CONSULTANT SERVICES- TESTING,	$195.00
	PATEL AND JAIN INVESTMENTS, LLC	53124	8/23/2022	MARIA DE LA TOLEDO	241 FORD ST., APT A	$4,050.00
	SOLORIO RENTALS INC.	53317	9/7/2022	BLANCA G M RUANO	138 B 2ND STREET	$4,125.00
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	9522-07/22/2022 FY23	OFFICE SUPPLIES	$18.56
	Fund Total					$15,388.56
0209	FIRST AMERICAN TITLE COMPANY	53042	8/23/2022	4411-6875954	FTHB LOAN- 414 VIVIENNE DR. 95076	$103,000.00
	Fund Total					$103,000.00
0210	FIRST AMERICAN TITLE COMPANY	53042	8/23/2022	4411-6875954	FTHB LOAN- 414 VIVIENNE DR. 95076	$57,000.00
	Fund Total					$57,000.00
0221	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$68.48
	BURKE, WILLIAMS & SORENSEN, LLP	53193	8/31/2022	286244	PROFESSIONAL SERVICES	$130.00
		53193	8/31/2022	287553	PROFESSIONAL SERVICES	$422.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0221	FENNEMORE CRAIG, P.C.	53205	8/31/2022	1113659	PROFESSIONAL SERVICES	$1,185.44
		53205	8/31/2022	1110117	LEGAL FEES	$840.00
	KENNETH K. BAAR	53212	8/31/2022	07/05/2022	MOBILE HOME PARKS FAIR RATE OF	$15,000.00
	RICOH USA, INC	53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$28.07
	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	9522-07/22/2022 FY22	OFFFICE SUPPLIES	$65.69
		52951	8/23/2022	9522-07/22/2022 FY22	OFFICE SUPPLIES	$27.37
	Fund Total					$17,767.55
0246	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$61.61
	BAVCO	52977	8/23/2022	171799	REPAIR KIT	$272.90
	CENTRAL COAST SYSTEMS	52997	8/23/2022	19688	FIRE ALARM QUARTERLY TESTING	$2,612.50
		52997	8/23/2022	19976	FIRE ALARM SERVICES	$714.00
	K & D LANDSCAPING INC.	53066	8/23/2022	6289	AUGUST 2022 MAINT	$1,606.00
	KELLY-MOORE PAINT COMPANY, INC.	53067	8/23/2022	818-00000356512	PAINT	$53.14
	PACIFIC GAS & ELECTRIC	53103	8/23/2022	0498528361-5-8/11/	ELEC	$36,286.15
	WEST COAST SECURITY INC.	52956	8/23/2022	06302022-158	LABOR AND INSTALLATION OF CARD READERS	$10,053.23
	Fund Total					$51,659.53
0260	BAKER & TAYLOR BOOKS	52976	8/23/2022	L3981244-7-31	BOOKS	$841.76
	COMMUNITY ACTION BOARD	52926	8/23/2022	FEB'22-MAR'22_260-33	IMPLEMENTATION OF THE MULTI-DI	$4,907.11
		52926	8/23/2022	JUNE'22_260-336-7361	IMPLEMENTATION OF THE MULTI-DI	$12,703.26
	GEVEKO MARKINGS,INC	52929	8/23/2022	10305005735	PREFORMED THERMOPLASTIC GREEN & EV SYMBOL	$1,793.00
	HARRIS & ASSOCIATES INC.	53298	9/7/2022	53857	PREPARE A WATER SUPPLY ASSESSM	$187.50
		53208	8/31/2022	53484	PREPARE A WATER SUPPLY ASSESSM	$625.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0260	KIMLEY-HORN & ASSOCIATES, INC.	53301	9/7/2022	22151023-	PLAN LINE FOR FREEDOM BLVD.	$750.00
		53213	8/31/2022	22151023	PLAN LINE FOR FREEDOM BLVD.	$1,152.50
	LEXIS NEXIS RISK DATA MANAGEMENT	53077	8/23/2022	1382615-20220731	LAW ENFORCEMENT DATABASE SYSTEM	$1,786.79
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	52939	8/23/2022	06302022 PROP56	TOBACCO PREVENTION EDUCATION T	$5,471.56
		52939	8/23/2022	05312022 PROP 56	TOBACCO PREVENTION EDUCATION T	$4,933.60
		52939	8/23/2022	04302022 PROP 56	TOBACCO PREVENTION EDUCATION T	$4,937.85
		52939	8/23/2022	06302022-MDT	WATSONVILLE PD- MULTI DISCIPLINARY TEAM	$2,857.31
		52939	8/23/2022	05312022-MDT	WATSONVILLE PD- MULTI DISCIPLINARY TEAM	$2,411.14
		52939	8/23/2022	04302022-MDT	WATSONVILLE PD- MULTI DISCIPLINARY TEAM	$2,411.14
		52939	8/23/2022	03312022	TOBACCO PREVENTION EDUCATION T	$5,514.16
	RAIMI + ASSOCIATES, INC.	52943	8/23/2022	22-5201	DOWNTOWN SPECIFIC PLAN, EIR &	$32,115.23
		52943	8/23/2022	22-5235	DOWNTOWN SPECIFIC PLAN, EIR &	$55,313.11
	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	5486-07/22/2022 FY22	LAMINATION FILM	$113.47
		53233	8/31/2022	1098-07/22/2022 FY22	SCIENCE WORKSHOP CAMP TRIP	$1,400.00
		52951	8/23/2022	6703-07/22/2022 FY22	CM-HRSA-INCENTIVES	$503.06
		52951	8/23/2022	6703-07/22/2022 FY22	CM-HRSA-OFFICE SUPPLIES	$60.03
		52951	8/23/2022	6703-07/22/2022 FY22	CM-HRSA-OFFICE SUPPLIES	$2.82
	WATERWAYS CONSULTING INC.	53173	8/23/2022	09-008D-02	UPPER STRUVE SLOUGH ENHANCEMEN	$3,157.15
	WATSONVILLE WETLANDS WATCH	52955	8/23/2022	06.22 USS_PAJIRWM	Implementation-Upper Struve Sl	$1,350.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0260	WATSONVILLE WETLANDS WATCH	52955	8/23/2022	03.22 USS_PAJIRWM	Implementation-Upper Struve Sl	$810.00
	Fund Total					$148,108.55
0262	CHRISP COMPANY	53004	8/23/2022	21628	BICYCLE SAFETY IMPROVEMENTS PR	$78,647.25
	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$67.69
	GEVEKO MARKINGS,INC	52929	8/23/2022	10305005735	PREFORMED THERMOPLASTIC GREEN & EV SYMBOL	$6,506.92
	SEIBERT PERKINS DESIGN INC.	53282	8/31/2022	20220665	Wayfinding System Design & Imp	$10,825.00
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-LUNCH	$297.16
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$8.74
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-LUNCH	$279.54
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$289.19
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-LUNCH	$379.11
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-LUNCH	$411.30
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS-ICE	$3.49
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$336.05
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$1,027.00
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$418.50
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$69.02
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$184.95
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$247.33

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0262	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-GRADUATION	$98.36
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$258.68
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$17.89
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$18.70
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$38.33
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	($6.46)
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	($18.70)
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$456.96
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY- MEALS	$477.50
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY-MEALS	$11.54
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$9.48
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$29.04
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$82.99
		53163	8/23/2022	6703-07/22/2022 FY23	CM-SUMMER IN THE CITY	$22.22
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$276.30
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$101.79
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$101.79
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$101.79

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0262	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY	($35.64)
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$395.67
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$35.64
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$14.58
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$65.89
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$249.03
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$79.43
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-LUNCH	$11.99
		52951	8/23/2022	6703-07/22/2022 FY22	CM-SUMMER IN THE CITY-MEALS	$365.49
	Fund Total					$103,258.52
0281	U S BANK CORPORATE PAYMENT SYSTEM	53287	8/31/2022	1098-07/22/2022 F23	ANTI GRAFFITTI CLEAR COAT FOR PLAZA RESTROOM	$209.76
	Fund Total					$209.76
0305	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$91.75
		53289	9/7/2022	07/31/2022	SUPPLIES	$270.75
	AIR UNLIMITED	52960	8/23/2022	308125	INV#308125 TRAFFIC OPERATIONS PROPANE 61 GALLONS O	$499.30
	C & N TRACTOR	52983	8/23/2022	7/29/2022	REPAIRS AND PARTS	$616.85
	C&A PORTABLE POTTIES SERVICE, LLC	52984	8/23/2022	2282-20	INV#2282-20 ONE PORTABLE TRAILER TOILET 7/7/2022-8	$131.10
		52984	8/23/2022	2282-21	INV#2282-21 ONE PORTABLE TRAILER TOILET 7/11/2022-	$131.10
	D&M TRAFFIC SERVICES, INC.	53022	8/23/2022	86722	INV#86722 RAISED PAVEMENT MARKER YELLOW 2 WAY & 12	$1,349.15
	FASTENAL COMPANY	53035	8/23/2022	CAWAT125076	HIGH VISIBILITY NECK SHADE	$63.86

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	FASTENAL COMPANY	53035	8/23/2022	CAWAT125074	SUPPLIES	$530.34
		53035	8/23/2022	CAWAT125023	GLOVES	$187.69
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$42.24
	MARTINEZ, HILDA	53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$115.91
	MISSION LINEN SUPPLY	53089	8/23/2022	292105- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$241.72
		52934	8/23/2022	292105- JUNE 2022-	UNIFORM RENTAL AND LAUNDRY SER 517304971	$27.00
	PACIFIC GAS & ELECTRIC	53101	8/23/2022	3823955332-4-8/12/	ELEC	$108.47
		53257	8/31/2022	1413903318-8-8/15/	ELEC	$97.30
		53279	8/31/2022	0909726970-9-8/16/	ELEC	$12,594.95
		53314	9/7/2022	1965495282-9-8/24/	ELEC	$1,586.14
		53268	8/31/2022	6771895322-6-8/23/	ELEC	$484.13
		53270	8/31/2022	0581861689-7-8/23/	ELEC	$78.62
	PKT WELDING & FABRICATION	53126	8/23/2022	2421	GALVANIZED PIPE	$200.00
	SEMACONNECT, INC.	53227	8/31/2022	INV0028909	CHARGING STATION	$2,309.17
		53227	8/31/2022	INV0028449	SERIES 8 STATION	$5,576.34
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	5663-07/22/2022 FY23	EV CHARGING STATION SUPPLIES	$128.62
	Fund Total					$27,462.50
0306	GRANITE ROCK COMPANY	53207	8/31/2022	4	LINCOLN ST SAFETY IMPROVEMENTS	$43,569.33
	Fund Total					$43,569.33
0309	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$845.64
	CRUZIO/THE INTERNET STORE INC.	53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$99.95

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0309	ELEVATOR SERVICE COMPANY, INC.	53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$400.00
		53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$520.00
	PACIFIC GAS & ELECTRIC	53266	8/31/2022	3370611625-9-8/23/	ELEC	$3,523.79
	Fund Total					$5,389.38
0310	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$23.53
	BAY PHOTO LAB, LLC	53239	8/31/2022	R6233973	BUILDING PHOTOS	$4,363.05
	C2 BUILDERS, INC.	52985	8/23/2022	3748	Arista Park Playground Sand Re	$12,000.00
	CHAZ CUSTOM EMBROIDERY & DIGITIZING	53196	8/31/2022	3468	2016 FORD EXPLORER GRAPHICS KIT	$1,654.20
		53196	8/31/2022	3467	2016 FORD EXPLORER GRAPHICS KIT	$1,654.20
		53196	8/31/2022	3471	2016 FORD EXPLORER GRAPHICS KIT	$1,654.20
		53196	8/31/2022	3463	2015 FORD EXPLORER GRAPHICS KIT	$1,654.20
		53196	8/31/2022	3466	2015 FORD EXPLORER GRAPHICS KIT	$1,654.20
	CHAZ TOWING	53001	8/23/2022	79126	TIRE CHANGE	$75.00
	CHERAMY THUL	53292	9/7/2022	TRVL ON 09/11/2022	WPD- WOMEN LEADERS IN LAW ENFORCEMENT PER DIEM	$67.00
	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$20.00
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$19.05
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$19.91
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$19.63
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$18.25
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$9.38
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$1.37

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$2.73
		53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$30.03
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$38.17
		53243	8/31/2022	PETTY CASH-JULY 202	PETTY CASH- JULY 2022	$7.94
	CRUZIO/THE INTERNET STORE INC.	53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$499.00
	CUZICK, MATT	53018	8/23/2022	CUZICK_2022.08.05	MOTOR MAINTENANCE	$339.50
	DAVIS AUTO PARTS	52928	8/23/2022	05/31/2022	PARTS	$148.40
	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$21.00
		53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$79.00
	EMERGENCY VEHICLE SPECIALISTS, INC.	53203	8/31/2022	PP22H808-03	Patrol Vehicle Equipment	$17,632.41
	EMILY ANDRADE	53030	8/23/2022	07/27/2022	GIFT CARD INCENTIVES	$225.00
	JAUREGUI, ANGELICA	53299	9/7/2022	TRVL ON 09/11/2022	WPD- WOMEN LEADERS IN LAW ENFORCEMENT PER DIEM	$67.00
	JET MULCH, INC.	53300	9/7/2022	19184-OL	Various Parks - Engineered Woo	$3,598.56
	LAYER 1 NETWORKS INC.	53075	8/23/2022	51250	OUTLETS AND CABLES	$846.66
	LBT INC.	52931	8/23/2022	249200	PROTECTIVE EQUIPMENT_SOFT BODY ARMOR	$9,950.67
	LEXIS NEXIS RISK SOLUTIONS FL INC.	53078	8/23/2022	805914-20220731	DORS	$708.33
	LOGIC TREE IT SOLUTIONS, INC.	53082	8/23/2022	1865	Annual Subscription	$1,980.00
	MATA, PATRICIA	53306	9/7/2022	TRVL ON 09/11/2022	WPD- WOMEN LEADERS IN LAW ENFORCEMENT PER DIEM	$67.00
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$544.84
	MIRACLE PLAYSYSTEMS, INC.	53088	8/23/2022	F2022-0514	PLAYGROUND SUPPLIES	$1,232.74
	MOTOROLA SOLUTIONS, INC.	53220	8/31/2022	8281441747	VEHICLE RADIO	$3,262.31

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	MOTOROLA SOLUTIONS, INC.	53220	8/31/2022	8281441747	VEHICLE RADIO	$3,770.56
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	52939	8/23/2022	05312022	Caminos Program Case Managemen	$3,533.96
		52939	8/23/2022	06302022	Caminos Program Case Managemen	$3,924.59
		52939	8/23/2022	04302022	Caminos Program Case Managemen	$3,496.64
	PISTURINO, JARROD J	53224	8/31/2022	12/09/2021	SUPPLIES	$74.89
	RAINBOW CARPETS, INC.	53132	8/23/2022	144670	FLOORING	$9,229.65
	RANGEL, MONIQUE	53315	9/7/2022	TRVL ON 09/11/2022	WPD- WOMEN LEADERS IN LAW ENFORCEMENT PER DIEM	$67.00
	ROSS RECREATION EQUIPMENT CO., INC.	53140	8/23/2022	I21387	PLAYGROUND EQUIP REPAIR	$741.92
	SANTA CRUZ VETERINARY HOSPITAL GP	52947	8/23/2022	957786	K9 EXAM AND VACCINES	$491.38
	SOUTH BAY REGIONAL PUBLIC SAFETY	53228	8/31/2022	222472	MORALES-OLMEDA CSI TRAINING	$2,270.00
	STAPLES CREDIT PLAN	53318	9/7/2022	07/28/2022	SUPPLIES	$141.16
		53318	9/7/2022	07/28/2022	SUPPLIES	$301.01
		53229	8/31/2022	06/27/2022	SUPPLIES	$167.47
		53229	8/31/2022	06/27/2022	SUPPLIES	$25.11
	TAYLOR ENGINEERING, LLP	53320	9/7/2022	2022-545	PD HVAC CONTROLS SYSTEM CONVER	$4,500.00
	TOWNSEND AUTO PARTS	53232	8/31/2022	07/01/2022	PARTS	$7.56
	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	9478-07/22/2022 FY22	WYA LUNCH	$5.99
		52951	8/23/2022	9478-07/22/2022 FY22	WYA LUNCH	$148.74
		53163	8/23/2022	6703-07/22/2022 FY23	IT- CABLES FOR FIRST FLOOR PD REMODEL	$102.63
		53163	8/23/2022	6703-07/22/2022 FY23	IT- CABLES FOR FIRST FLOOR PD REMODEL	$59.78
		53287	8/31/2022	1098-07/22/2022 F23	PAL FIELD TRIP	$196.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	U S BANK CORPORATE PAYMENT SYSTEM	53287	8/31/2022	1098-07/22/2022 F23	PAL FIELD TRIP SNACK	$475.00
		53287	8/31/2022	1098-07/22/2022 F23	PAL FIELD TRIP	$240.00
		53163	8/23/2022	9478-07/22/2022 FY23	PALLET JACK FOR SCBA	$288.41
		53163	8/23/2022	9478-07/22/2022 FY23	CERTS FOR WYA	$34.96
		53163	8/23/2022	9478-07/22/2022 FY23	WYA NOTEPADS	$33.14
		53163	8/23/2022	9478-07/22/2022 FY23	WYA FOLDERS	$4.75
		52951	8/23/2022	3916-07/22/2022 FY22	SUPPLIES	$60.06
		52951	8/23/2022	3916-07/22/2022 FY22	SUPPLIES	$76.48
		52951	8/23/2022	3916-07/22/2022 FY22	SUPPLIES	$21.78
		52951	8/23/2022	3916-07/22/2022 FY22	SUPPLIES	$348.95
		53163	8/23/2022	3916-07/22/2022	REG - CFIT MENDOZA	$1,200.00
		53163	8/23/2022	3916-07/22/2022	REG - CFIT DELFIN	$1,200.00
		53163	8/23/2022	3916-07/22/2022	REG - CFIT RAMIREZ	$1,200.00
		53163	8/23/2022	3916-07/22/2022	REG REFUND	($250.00)
		53163	8/23/2022	3916-07/22/2022	HOTEL - SLI S4 ILES	$353.64
		53163	8/23/2022	3916-07/22/2022	RECRUITING	$2,024.99
		53163	8/23/2022	3916-07/22/2022	SRT ITEMS	$890.98
		53163	8/23/2022	3916-07/22/2022	BRIEFING SUPPLIES	$4,224.68

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	3916-07/22/2022	SUPPLIES	$1,972.48
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	$496.54
		53163	8/23/2022	3916-07/22/2022	OFFICE SUPPLIES - RW	$102.70
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	($76.48)
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	$39.32
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	$8.73
		53163	8/23/2022	3916-07/22/2022	SUPPLIES	($21.78)
		53163	8/23/2022	3916-07/22/2022	HOTEL - EVIDENCE MANGT	$370.64
		53163	8/23/2022	3916-07/22/2022	HOTEL - SLI S5 URETSKY	$422.61
		53163	8/23/2022	3916-07/22/2022	HOTEL REFUND - SLI S4 ILES	($31.02)
		53163	8/23/2022	3916-07/22/2022	REG REFUND - MOTOR	($2,094.00)
	ZARATE, ANNA I	53323	9/7/2022	TRVL ON 09/11/2022	WPD- WOMEN LEADERS IN LAW ENFORCEMENT PER DIEM	$67.00
	Fund Total					$113,129.06
0312	CAL ENGINEERING & GEOLOGY, INC.	52924	8/23/2022	23004	PENNSYLVANIA DR RECONSTRUCTION	$2,658.75
	CSG CONSULTANTS, INC	53017	8/23/2022	45459	BRIDGE STREET RECONSTRUCTION -	$1,920.00
	MESITI-MILLER ENGINEERING, INC.	53308	9/7/2022	0722043-	DESIGN SERVICES FOR LEE ROAD T	$294.00
		53218	8/31/2022	0722043	DESIGN SERVICES FOR LEE ROAD T	$770.50
	SANTA CRUZ COUNTY REGIONAL TRANSPORTATION	53226	8/31/2022	REISSUE CHECK #43756	RTC PIPELINE AGREEMENT	$2,000.00
	Fund Total					$7,643.25

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0344	CALIFORNIA DEPARTMENT OF TRANSPORTATION	53201	8/31/2022	23001363	Const. Imprmts. and Bike Ped B	$496.00
		53201	8/31/2022	23001364	Const. Imprmts. and Bike Ped B	$69,005.00
		53201	8/31/2022	23001351	Const. Imprmts. and Bike Ped B	$154,510.42
	Fund Total					$224,011.42
0354	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$53.52
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$2.81
		53297	9/7/2022	07/31/2022	SUPPLIES	$6.32
	K & D LANDSCAPING INC.	53066	8/23/2022	6285	LANDSCAPE MAINTENANCE	$945.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	53099	8/23/2022	48240	SUPPLIES	$5.24
		53099	8/23/2022	48240	SUPPLIES	$11.79
	PACIFIC GAS & ELECTRIC	53113	8/23/2022	6312050406-1-8/17/22	ELEC	$10.45
		53110	8/23/2022	0519864328-9-8/17/	ELEC	$12.62
		53108	8/23/2022	0541697410-2-8/17/	ELEC	$13.83
	Fund Total					$1,061.58
0710	4LEAF INC.	53288	9/7/2022	J3985-01G	GREEN VALLEY/FREEDOM WATER & S	$16,722.65
		52921	8/23/2022	J3985-01F	GREEN VALLEY/FREEDOM WATER & S	$4,043.00
	A L LEASE COMPANY, INC	52957	8/23/2022	7/30/2022	SUPPLIES	$289.04
		52957	8/23/2022	7/30/2022	SUPPLIES	$143.08
	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$22.92
		53289	9/7/2022	07/31/2022	SUPPLIES	$7.09
		53289	9/7/2022	07/31/2022	SUPPLIES	$91.19
		53289	9/7/2022	07/31/2022	SUPPLIES	$5.57
		53289	9/7/2022	07/31/2022	SUPPLIES	$105.90

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$100.40
	AIR SYSTEMS	53191	8/31/2022	210013201	TROUBLESHOOTING OF CV6 FLOW ALARM	$1,135.40
	AIRTEC SERVICE,INC	52961	8/23/2022	22412	SERVICE	$1,270.21
	AMERIGAS	52965	8/23/2022	3139365021	PROPANE	$628.42
	APPLIED INDUSTRIAL TECHNOLOGIES	52966	8/23/2022	7024852346	PARTS	$120.76
	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$96.57
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$378.54
	BUCKLES-SMITH ELECTRIC	52982	8/23/2022	3283586-00	NEW PUMP	$8,104.36
		52982	8/23/2022	3285114-00	SUPPORT CONTRACT	$564.55
		52982	8/23/2022	3285114-00	SUPPORT CONTRACT	$282.28
	CALCON SYSTEMS, INC	53194	8/31/2022	51553	LIFT STATION CONTROL IMPROVEME	$41,675.20
	CAMACHO, JOSE LUIS	52988	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$183.49
	CENTRAL ELECTRIC	52998	8/23/2022	7/29/2022	ELEC REPAIRS	$2,078.54
	CORY MIYABARA	53295	9/7/2022	TRVL ON 07/11/2022	PW- 2022 ESRI USER CONFERENCE FINAL REIMB.	$1,426.23
	CRISTIAN MAGDALENO	53015	8/23/2022	CWEA MEMBERSHIP	PW- CWEA MEMBERSHIP ASSOCIATION REIMB.	$202.00
	CWEA	53019	8/23/2022	41285	08/31/2022_CWEA ASSOCIATION MEMBERSHIP LOCAL SECTI	$202.00
	D&G SANITATION	53020	8/23/2022	291801	SERVICE	$223.96
	DIRECT TV LLC	53245	8/31/2022	080885008X220804	SERVICE	$146.20
	ENVIRONMENTAL INNOVATIONS, INC.	53204	8/31/2022	1741	GREEN BUSINESS PROGRAM SERVICE	$9,086.39
	EUROFINS/EATON ANALYTICAL, INC.	53032	8/23/2022	255825	LAB SUPPLIES	$563.82
	FASTENAL COMPANY	53035	8/23/2022	CAWAT125163	LIME VESTS	$78.63

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	FASTENAL COMPANY	53035	8/23/2022	CAWAT125233	PARTS	$437.84
		53035	8/23/2022	CAWAT125205	PARTS	$920.20
	FEDEX	53036	8/23/2022	7-834-52034	FRT	$18.13
	GRANT LAWRENCE	53051	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$200.00
		53051	8/23/2022	CWEA MEMBERSHIP	PW- COLLEC. SYS. MAINTENANCE GR1 REIMB.	$372.00
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$17.65
	HARRIS & ASSOCIATES INC.	53208	8/31/2022	52594	GRANT DEVELOPMENT ASSISTANCE	$9,047.50
	HYDROSCIENCE ENGINEERS, INC.	52930	8/23/2022	454005017	GREEN VALLEY AND FREEDOM SEWER	$2,622.38
	KEMIRA WATER SOLUTIONS, INC.	53068	8/23/2022	9017758983	PURCHASE OF FERRIC CHLORIDE US	$13,090.19
	KIMBALL MIDWEST	53070	8/23/2022	100193452	SUPPLY	$64.99
	KJ WOODS CONSTRUCTION INC	53302	9/7/2022	PROGRESS PYMT 1	GREEN VALLEY AND FREEDOM BLVD	$352,356.76
		53214	8/31/2022	PROGRESS PAYMENT 1	GREEN VALLEY AND FREEDOM BLVD	$211,414.05
	MARTINEZ, HILDA	53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$43.47
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$191.22
		53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$108.50
	MONTEREY BAY AIR RESOURCES DISTRICT	53090	8/23/2022	0003109	07/29/2022, INV#0003109-PER CAPITA ASSESSMENT - FY	$25,334.50
	PACIFIC GAS & ELECTRIC	53278	8/31/2022	5314251010-5-8/19/	ELEC	$5,272.73
		53262	8/31/2022	1283243089-1-8/19/	ELEC	$59,914.63
		53264	8/31/2022	0998529372-0-8/21/	ELEC	$79.35
		53312	9/7/2022	2914465320-0-8/29/	ELEC	$22,227.67
	PALACE BUSINESS SOLUTIONS	53121	8/23/2022	650248-0	SUPPLIES	$133.16

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	PARRA, STEPHEN	52940	8/23/2022	JAN-JUN 2022 MILEAGE	PW- OFF DUTY RECALL MILEAGE REIMBURSEMENT	$225.23
	PG&E CFM/PPC DEPARTMENT	53311	9/7/2022	124372100	RULE 21 FAST TRACK PROCESS	$800.00
	POLYDYNE INC.	52942	8/23/2022	1645813	POLYMER	$5,695.90
		53128	8/23/2022	1660633	PURCHASE AND DELIVERY OF POLYMER CHEMICAL FOR WAS	$7,281.95
		53128	8/23/2022	1661017	PURCHASE AND DELIVERY OF POLYMER CHEMICAL FOR WAS	$7,281.95
		53128	8/23/2022	1658272	PURCHASE AND DELIVERY OF POLYMER CHEMICAL FOR WAS	$36,387.73
		52942	8/23/2022	1651751	POLYMER	$37,317.23
		52942	8/23/2022	1649849	POLYMER	$6,085.88
		52942	8/23/2022	1649033	POLYMER	$8,650.14
		52942	8/23/2022	1645707	POLYMER	$6,085.88
	RICOH USA, INC	53280	8/31/2022	1093472542	NEW PRINTER FOR LAB AT WRC	$8,636.07
		53135	8/23/2022	5065217806	MONTHLY MAINTENANCE FOR NEW COPIERS	$54.27
		53135	8/23/2022	5065218166	MONTHLY MAINTENANCE FOR NEW COPIERS	$3.53
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$208.73
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$13.30
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$67.85
	SANCHEZ, MARIO	53142	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$200.00
	SDI PRESENCE LLC	53148	8/23/2022	10240	Project MGMT Services - Gasboy	$437.50
	SIGMA-ALDRICH INC.	53154	8/23/2022	557328576	07/22/2022, INV#557328576 - PROFICIENCY TESTING SA	$121.28
	STAPLES CREDIT PLAN	53318	9/7/2022	07/28/2022	SUPPLIES	$34.82
		53229	8/31/2022	06/27/2022	SUPPLIES	$58.95

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	STAPLES CREDIT PLAN	53229	8/31/2022	06/27/2022	SUPPLIES	$60.58
	STATE WATER RESOURCES CNTRL BD	52949	8/23/2022	SC-133248	ACCT# 2030143- SITE CLEANUP OVERSIGHT COSTS	$6,092.42
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	53156	8/23/2022	05038329	08/09/2022, INV#05038329 - SUPPLIES AND MATERIALS	$1,836.01
		53156	8/23/2022	05038333	08/09/2022, INV#05038333 - SUPPLIES AND MATERIALS	$127.75
	STURDY OIL COMPANY	53319	9/7/2022	07/31/2022	PETROLEUM PRODUCTS FOR CITYWID	$1,544.65
	THATCHER COMPANY, INC.	53231	8/31/2022	2022100117068	SUPPLY AND DELIVERY OF FERRIC	$14,070.35
		53231	8/31/2022	2022100116931	SUPPLY AND DELIVERY OF FERRIC	$13,429.25
		53231	8/31/2022	2022250104395	CHEMICAL SUPPLY FOR ALUMINUM S	$4,863.59
		53231	8/31/2022	2022250104542	CHEMICAL SUPPLY FOR ALUMINUM S	$4,863.59
		53231	8/31/2022	2022250104659	CHEMICAL SUPPLY FOR ALUMINUM S	$4,863.59
		53231	8/31/2022	2022250104661	CHEMICAL SUPPLY FOR ALUMINUM S	$4,863.59
		53231	8/31/2022	2022250103317	CHEMICAL SUPPLY FOR ALUMINUM S	$4,863.59
		53231	8/31/2022	2022100112526	SUPPLY AND DELIVERY OF FERRIC	$13,450.13
		53231	8/31/2022	2022100115684	SUPPLY AND DELIVERY OF FERRIC	$14,198.94
	TOWNSEND AUTO PARTS	53232	8/31/2022	07/01/2022	PARTS	$455.23
		53232	8/31/2022	07/01/2022	PARTS	$14.79
		53232	8/31/2022	07/01/2022	PARTS	$1,703.43
	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	9464-07/22/2022 FY22	PROFESSIONAL MEMBERSHIP	$260.00
		52951	8/23/2022	0566-07/22/2022 FY22	JOB ADVERTISING	$375.00
		53163	8/23/2022	4782-07/22/2022	MONTHLY ONLINE SUBSCRIPTION	$12.00
		53163	8/23/2022	4782-07/22/2022	MONTHLY ONLINE SUBSCRIPTION	$9.95
		53163	8/23/2022	6703-07/22/2022 FY23	IT-HARDWARE FOR WRD A/V SYSTEM	$114.29

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	U S BANK CORPORATE PAYMENT SYSTEM	52951	8/23/2022	5663 07/22/2022 FY22	BOAT MOTER FOR LAB	$346.08
		52951	8/23/2022	5663 07/22/2022 FY22	BUSINESS CARDS FOR CORY M.	$44.15
		52951	8/23/2022	5663 07/22/2022 FY22	REFUND FOR BOAT MOTER FOR LAB	($346.08)
		52951	8/23/2022	5663 07/22/2022 FY22	BUSINESS CARDS FOR GINA C.	$65.39
		53163	8/23/2022	5738-07/22/2022	GATE BATTERIES FOR WRC	$43.68
		53163	8/23/2022	9464-07/22/2022 FY23	ONLINE SEMINAR	$150.00
		53163	8/23/2022	9464-07/22/2022 FY23	ONLINE SEMINAR	$150.00
	UNIVAR SOLUTIONS USA INC.	53234	8/31/2022	50341713	SUPPLY AND DELIVERY OF SODIUM	$4,117.95
	USA BLUEBOOK	53235	8/31/2022	019010	PART	$1,144.34
		53235	8/31/2022	997920	PARTS	$2,097.76
	VEGA AMERICAS, INC.	52953	8/23/2022	443965	HEADWORKS	$2,050.00
	WALKER FLOODPLAIN MANAGEMENT LLC	53172	8/23/2022	2022-10	CRS SUPPORT SERVICES	$435.00
	WORK WELL MEDICAL GROUP	53178	8/23/2022	EM002633	PRE-EMPLOYMENT/DMV PHYSICALS, VACCINATIONS	$1,580.00
		53178	8/23/2022	EM002712	PRE-EMPLOYMENT/DMV PHYSICALS	$1,005.00
	ZARAGOZA, RUDY	53180	8/23/2022	8/8/2022	PW SAFETY BOOTS	$191.18
	Fund Total					$1,024,640.67
0720	4LEAF INC.	53288	9/7/2022	J3985-01G	GREEN VALLEY/FREEDOM WATER & S	$16,722.65
		52921	8/23/2022	J3985-01F	GREEN VALLEY/FREEDOM WATER & S	$4,043.00
	A L LEASE COMPANY, INC	52957	8/23/2022	7/30/2022	SUPPLIES	$168.58
		52957	8/23/2022	7/30/2022	SUPPLIES	$156.56
	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$120.14

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$5.40
		53289	9/7/2022	07/31/2022	SUPPLIES	$153.92
		53289	9/7/2022	07/31/2022	SUPPLIES	$68.78
		53289	9/7/2022	07/31/2022	SUPPLIES	$333.34
	AIR SYSTEMS	53191	8/31/2022	210013201	TROUBLESHOOTING OF CV6 FLOW ALARM	$486.60
	AIR UNLIMITED	52960	8/23/2022	308172	INV#308172 WATER SERVICES-PROPANE 26 GALLONS ON 8	$111.78
		52960	8/23/2022	313054	INV#313054 WATER SERVICES-PROPANE IN YARD	$128.98
	AIRTEC SERVICE,INC	52961	8/23/2022	22412	SERVICE	$544.37
	ALLEN PROPERTY GROUP	52962	8/23/2022	40708	40708- UTILITY ACCOUNT CLOSED	$184.50
	AQUA-METRIC SALES COMPANY	52967	8/23/2022	INV0089659	INV#INV0089659 UNIPRO COMMUNICATOR	$1,003.06
	AT&T	53237	8/31/2022	ACCT3138890679-8/14	SERVICE	$52.29
		53237	8/31/2022	ACCT3138890679-8/14	SERVICE	$52.30
	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$212.17
	AUTO CARE LIFESAVER TOWING	52973	8/23/2022	22-44808	TOWING SERVICE	$252.00
	BILL MENJE	52979	8/23/2022	09447	09447- UTILITY ACCOUNT CLOSED	$226.35
	BUCKLES-SMITH ELECTRIC	52982	8/23/2022	3285114-00	SUPPORT CONTRACT	$903.17
	CALCON SYSTEMS, INC	53194	8/31/2022	51534	WELL 18 HMI	$3,307.92
	CENTRAL COAST LANDSCAPE & MAINTENANCE	52995	8/23/2022	23313	08/01/2022, INV#23313 - LANDSCAPE MAINTENANCE SERV	$627.00
	CENTRAL COAST MANAGEMENT	52996	8/23/2022	16119	16119- UTILITY ACCOUNT CLOSED	$25.07
		52996	8/23/2022	16232	16232- UTILITY ACCOUNT CLOSED	$25.83
		52996	8/23/2022	15048	15048- UTILITY ACCOUNT CLOSED	$13.31
	CHARTER COMMUNICATIONS	52999	8/23/2022	029624808122	BROWNVALLEY INTERNET CHARGES FROM 08/10/-09/09/22	$137.96

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	CHONTELL ANDERSON	53003	8/23/2022	42679	42679- UTILITY ACCT CLOSED	$79.46
	CHUCK FISCHER	53005	8/23/2022	39385	39385- UTILITY ACCOUNT CLOSED	$130.03
	CITY OF WATSONVILLE-CASH	53197	8/31/2022	PETTY CASH-JUNE 22	PETTY CASH JUNE 2022	$45.00
	CRUZIO/THE INTERNET STORE INC.	53016	8/23/2022	B24704-412	WIRELESS PRO CHARGES VARIOUS DEPTS FOR SEPT 2022	$99.95
	D&G SANITATION	53020	8/23/2022	291803	SERVICE	$25.00
		53020	8/23/2022	291804	SPECIAL SERVICE	$75.00
	DAVIS AUTO PARTS	52928	8/23/2022	05/31/2022	PARTS	$161.70
		52928	8/23/2022	05/31/2022	PARTS	$14.91
	ENO SCIENTIFIC LLC	53031	8/23/2022	5654	07/22/2022, INV#5654 - W17 AND W19 LEVEL TRANSMITT	$4,363.01
	FASTENAL COMPANY	53035	8/23/2022	CAWAT125331	SUPPLIES	$993.53
	FERGUSON WATERWORKS #1423	53037	8/23/2022	1705036	INV#1705036 LF 3/4 HEX PLUG LL BR & NLF 1 HEX PLUG	$814.88
		53037	8/23/2022	1710454	INV#1710454 680-539 REPAIR & 680 -540 REPAIR	$1,350.68
	GRANITE ROCK COMPANY	53050	8/23/2022	JULY 2022	PURCHASE OF CONSTRUCTION MATER	$22,076.21
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$244.12
		53297	9/7/2022	07/31/2022	SUPPLIES	$29.31
		53297	9/7/2022	07/31/2022	SUPPLIES	$40.78
		53297	9/7/2022	07/31/2022	SUPPLIES	$100.22
		53297	9/7/2022	07/31/2022	SUPPLIES	$86.78
		53297	9/7/2022	07/31/2022	SUPPLIES	$288.08
	HACH COMPANY	53053	8/23/2022	13177226	NITRATAX	$3,488.00
	HYDROSCIENCE ENGINEERS, INC.	52930	8/23/2022	454005017	GREEN VALLEY AND FREEDOM SEWER	$10,260.12
	INFOSEND, INC.	53209	8/31/2022	219115	UTILITY BILLING	$8,659.78
		53209	8/31/2022	214130	UTILITY BILLING	$1,317.09

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	INFOSEND, INC.	53209	8/31/2022	219116	UTILITY BILLING	$5,124.46
		53209	8/31/2022	216232	UTILITY BILLING	$1,277.33
	JESSICA FARRIS	53061	8/23/2022	36984	36984- UTILITY ACCOUNT CLOSED	$74.10
	JOAQUIN VASQUEZ	53062	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$175.00
	KEVIN JONKER	53069	8/23/2022	36287	36287- UTILITY ACCOUNT CLOSED	$144.96
	KJ WOODS CONSTRUCTION INC	53302	9/7/2022	PROGRESS PYMT 1	GREEN VALLEY AND FREEDOM BLVD	$255,154.90
		53214	8/31/2022	PROGRESS PAYMENT 1	GREEN VALLEY AND FREEDOM BLVD	$153,092.92
	LARGE'S METAL FABRICATION, INC	53072	8/23/2022	130893	MATERIALS	$16.39
	LAURA SMITH	53074	8/23/2022	35809	35908 - UTILTIY ACCOUNT CLOSED	$9.57
	LINDE GAS & EQUIPMENT INC.	53080	8/23/2022	30200306	CYLINDER RENT	$24.48
		53080	8/23/2022	30520265	ACETYLENE	$149.35
	LINXUP	53081	8/23/2022	8002688213	INV#8002688213 CUSTOMER SERVICE LINXUP TRACKING SE	$247.99
	LYLES UTILITY CONSTRUCTION	53084	8/23/2022	42314	42314 - UTILITY ACCOUNT CLOSED	$737.01
	MARCOS LONA	52933	8/23/2022	WTPO2 REIMB.	PW- WATER TREATMENT PLANT OPERATION, V2 REIMBURSEM	$170.53
	MARIA GUADALUPE GARCIA	53217	8/31/2022	LANDSCAPE REBATE	LANDSCAPE WATER CONSERVATION REBATE AT 19 PACKARD	$760.00
	MARTINEZ, HILDA	53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$101.43
	MELODY CALLERO	53085	8/23/2022	18296	18296- UTILITY ACCOUNT CLOSED	$135.88
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$108.49
	MISSION LINEN SUPPLY	53089	8/23/2022	292107- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$724.00
		53089	8/23/2022	292106- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$579.28
	MNS ENGINEERS, INC.	53256	8/31/2022	81047	PROFESSIONAL ENGINEERING SERVI	$11,578.75

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	MNS ENGINEERS, INC.	52935	8/23/2022	80757	PROFESSIONAL ENGINEERING SERVI	$5,157.14
	MORALES, JAVIER	53091	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$200.00
	PACIFIC GAS & ELECTRIC	53106	8/23/2022	8693283387-3-8/15/	ELEC	$90,881.28
		53276	8/31/2022	8999729770-3-8/24	ELEC	$10.51
	PAJARO VALLEY WATER MGMT AGENCY	53223	8/31/2022	000013-000 MAY 2022	GROUNDWATER AUGMENTATION CHARG	$429,479.00
	PALACE BUSINESS SOLUTIONS	53121	8/23/2022	650248-0	SUPPLIES	$70.00
	PAPE MACHINERY, INC	53123	8/23/2022	1837793	INV#1837793 WATER SERVICES JD 410G SERIAL NO.T041G	$1,773.11
		53123	8/23/2022	1837771	INV#1837771 WATER SERVICE-REPAIR ON DY CC1300 SERI	$1,958.39
	PAUL TASHIRO	53125	8/23/2022	37465	37465- UTILITY ACCOUNT CLOSED	$127.48
	PLATT	53127	8/23/2022	3D09665	SUPPLIES	$133.62
	RICOH USA, INC	53135	8/23/2022	5065218166	MONTHLY MAINTENANCE FOR NEW COPIERS	$3.53
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$208.73
		53135	8/23/2022	5065217939	MONTHLY MAINTENANCE FOR NEW COPIERS	$36.94
	ROJAS, MARTIN	53137	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$163.68
	SDI PRESENCE LLC	53148	8/23/2022	10241	Sup. Control and Data Acquisit	$1,312.50
	SHAWN O'DONNELL	53153	8/23/2022	27929	ONE QUALIFYING LANDSCAPE WATER CONSERVATION REBATE	$388.00
	STAPLES CREDIT PLAN	53318	9/7/2022	07/28/2022	SUPPLIES	$18.44
		53229	8/31/2022	06/27/2022	SUPPLIES	$120.12
		53229	8/31/2022	06/27/2022	SUPPLIES	($21.84)
	STURDY OIL COMPANY	53230	8/31/2022	06/30/2022	PETROLEUM PRODUCTS FOR CITY WI	$2,642.79
	THATCHER COMPANY, INC.	53231	8/31/2022	2022250101462	CHLORINE	$3,097.71

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	TIM/MICHELLE KELBERT	53160	8/23/2022	17595	17595- UTILITY ACCOUNT CLOSED	$57.48
	TOWNSEND AUTO PARTS	53232	8/31/2022	07/01/2022	PARTS	$749.52
		53232	8/31/2022	07/01/2022	PARTS	$9.11
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	IT-HARDWARE FOR WRD A/V SYSTEM	$48.98
		52951	8/23/2022	5663 07/22/2022 FY22	WATER OPERATION REPAIR	$1,439.21
		53163	8/23/2022	9464-07/22/2022 FY23	OFFICE EQUIPMENT REPLACEMENT	$711.02
	UPS STORE	53168	8/23/2022	08/08/2022	FRT AND LIVESCAN SERVICES	$72.31
	USA BLUEBOOK	53235	8/31/2022	021661	SUPPLIES	$394.61
	WALLACE GROUP, A CALIFORNIA CORPORATION	52954	8/23/2022	56842	DESIGN SERVICES FOR WATER MAIN	$7,503.50
	Fund Total					$1,063,944.36
0730	ALEJANDRO MARQUEZ CRUZ	53255	8/31/2022	1013	JUMPER RENTALS FOR FIRE IN THE SKY	$3,850.00
	ART AND SPORTS	53236	8/31/2022	1936	FIRE IN THE SKY SUPPLIES	$157.82
	ASSURED PARTNERS AEROSPACE LLC	52971	8/23/2022	2208-25428	OPEN HOUSE COVERAGE	$1,000.00
	AT&T	53238	8/31/2022	831 724-4877-8/7	SERVICE	$262.24
		53290	9/7/2022	831 724-4877-8/30	SERVICE	$188.45
	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$397.59
	C & N TRACTOR	52983	8/23/2022	7/29/2022	REPAIRS AND PARTS	$3,416.47
	CHARTER COMMUNICATIONS	53000	8/23/2022	0275481081122	TV/ INTERNET AND VOICE SERVICES	$257.13
	CITY OF WATSONVILLE-CASH	53244	8/31/2022	FITS '22 STARTING $$	AIRPORT FIRE IN THE SKY 2022 EVENT STARTUP CASH	$600.00
	DAVIS AUTO PARTS	52928	8/23/2022	05/31/2022	PARTS	$240.24
	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$129.00
		53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$403.53

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	DON CARUTH	53246	8/31/2022	08/31/2022	MUSIC ENTERTAINMENT- FIRE IN THE SKY	$1,200.00
	DUFOUR, JONATHAN S.	53247	8/31/2022	08/14/2022	SOUND SYSTEM FOR FIRE IN THE SKY	$3,500.00
	ELEVATOR SERVICE COMPANY, INC.	53029	8/23/2022	38454	ELEVATOR MONTHLY INSPECTIONS	$200.00
	ERIN HOFFMAN	53249	8/31/2022	08/09/2022	FIRE IN THE SKY EVENT	$350.00
	FIREWORKS AMERICA	53039	8/23/2022	20951	FIREWORKS DISPLAY	$19,500.00
		53296	9/7/2022	20952	FIREWORKS DISPLAY FOR F.I.T.S EVENT	$19,500.00
	FIRST ALARM SECURITY & PATROL, INC.	53040	8/23/2022	13127569	FOOT PATROL	$785.43
	JJK CAMPERS	53254	8/31/2022	24243	RXV RENTALS	$819.37
	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	53063	8/23/2022	37746303	ALARM SERVICE	$1,222.56
	LIEBERT CASSIDY WHITMORE	53303	9/7/2022	224163	LEGAL SERVICES WITH LABOR AND	$1,938.50
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$571.87
	PACIFIC GAS & ELECTRIC	53102	8/23/2022	6558284005-7-8/12/	ELEC	$628.07
		53104	8/23/2022	1506815321-0-8/11/	ELEC	$151.24
		53107	8/23/2022	2209323609-3-8/15/	ELEC	$8,802.39
		53271	8/31/2022	9830958081-3-8/23/22	ELEC	$27.86
	PAJARO VALLEY PRINTING	53119	8/23/2022	44443	OPEN HOUSE TENANTS	$203.21
	RICOH USA, INC	53135	8/23/2022	5065218120	MONTHLY MAINTENANCE FOR NEW COPIERS	$64.05
	STAPLES CREDIT PLAN	53229	8/31/2022	06/27/2022	SUPPLIES	$61.64
		53229	8/31/2022	06/27/2022	SUPPLIES	$17.47
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	2977-07/22/2022	REGISTRATION FEE	$510.00
		53163	8/23/2022	2977-07/22/2022	TERMINAL SUPPLIES	$158.73

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	2977-07/22/2022	FUEL FILTERS	$2,766.32
		53163	8/23/2022	2977-07/22/2022	VENDING MACHINE PLEXIGLASS	$89.63
		53163	8/23/2022	2977-07/22/2022	MEMBERSHIP RENEWAL	$275.00
		53163	8/23/2022	2977-07/22/2022	MEMBERSHIP RENEWAL	$275.00
		53163	8/23/2022	2977-07/22/2022	AVIATION CONFERENCE	$600.00
		53163	8/23/2022	2977-07/22/2022	AVIATION CONFERENCE	$600.00
		53163	8/23/2022	2977-07/22/2022	MEMBERSHIP	$275.00
		53163	8/23/2022	2977-07/22/2022	AVIATION MEMBERSHIP	$600.00
		53163	8/23/2022	2977-07/22/2022	AED MACHINE PADS	$136.97
		53163	8/23/2022	2977-07/22/2022	ACA CONFERENCE	$300.00
		53163	8/23/2022	2977-07/22/2022	WATER WELL SOFTWARE	$37.76
		53163	8/23/2022	2977-07/22/2022	TRAVEL EXPENSE	$382.96
	WORLD FUEL SERVICES	53322	9/7/2022	872585	PURCHASE OF AVIATION GRADE GAS	$41,737.27
	Fund Total					$119,190.77
0740	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$1,286.21
		53289	9/7/2022	07/31/2022	SUPPLIES	$66.98
		53289	9/7/2022	07/31/2022	SUPPLIES	$535.87
	ADRIAN BRAVO	52959	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$200.00
	AIR UNLIMITED	52960	8/23/2022	308162	INV#308162 RECYCLING DEPT-PROPANE 30 GALLONS ON 8/	$128.98
		52960	8/23/2022	308166	INV#308166 RECYCLING DEPT-PROPANE 21.5 GALLONS ON	$92.44
		52960	8/23/2022	308124	INV#308124 RECYCLING DEPT-PROPANE 34.5 GALLONS ON	$148.33
		52960	8/23/2022	309959	INV#309959 RECYCLING DEPT-PROPANE 30.5 GALLONS ON	$131.13
		52960	8/23/2022	308177	INV#308177 RECYCLING DEPT-PROPANE 27 GALLONS ON 8/	$116.08

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	ASBURY ENVIRONMENTAL SERVICES	52970	8/23/2022	I500-00845538	INV#I500-00845538 USED OIL SERVICE 690 GALLONS	$95.00
	AT&T	53237	8/31/2022	ACCT3138890679-8/14	SERVICE	$52.30
	C & N TRACTOR	52983	8/23/2022	7/29/2022	REPAIRS AND PARTS	$298.59
	CAMPOS BROS. RECOVERY, INC.	52989	8/23/2022	14700	CERTIFIED APPLIANCE RECYCLER P	$461.00
		52989	8/23/2022	14021	CERTIFIED APPLIANCE RECYCLER P	$450.00
		52989	8/23/2022	15052	CERTIFIED APPLIANCE RECYCLER P	$450.00
	CASSIDY'S PIZZA	52991	8/23/2022	4515	INV#4515 SOLID WASTE TRAINING CONFINED SPACE 7/26/	$158.63
	CDW GOVERNMENT, INC.	52992	8/23/2022	BV11944	NEW HP PRINTER 479FDN FOR PDO OFFICE	$652.31
	D&G SANITATION	53020	8/23/2022	291802	PORTABLE RESTROOM SERVICE	$100.00
	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$75.00
		53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$45.00
	FASTENAL COMPANY	53035	8/23/2022	CAWAT125330	SUPPLIES	$1,304.48
		53035	8/23/2022	CAWAT125206	SUPPLIES	$659.65
		53035	8/23/2022	CAWAT125388	JAN II REPLACEMENT TIRE	$282.58
		53035	8/23/2022	CAWAT125186	SCREWS	$14.14
	FIRST ALARM, INC.	53041	8/23/2022	695399	SERVICE	$357.33
	GOLDEN GATE TRUCK CENTER	53049	8/23/2022	FA005144242:01	INV#FA005144242:01 MIRROR REMOTECHROME, CARRIER AS	$317.90
		53049	8/23/2022	FA005143475:01	INV#FA005143475:01 SUPPORT MIRROR BLACK	$130.52
	GREEN RUBBER-KENNEDY AG	53297	9/7/2022	07/31/2022	SUPPLIES	$73.74
		53297	9/7/2022	07/31/2022	SUPPLIES	$830.61
	LINDE GAS & EQUIPMENT INC.	53080	8/23/2022	30201213	CYLINDER CHARGES	$118.31
		52932	8/23/2022	10508661	CYLINDER RENT	$118.31
		52932	8/23/2022	11113583	CYLINDER RENT	$122.25

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	LINXUP	53081	8/23/2022	8002688118	INV#8002688118 SOLID WASTE LINXUP TRACKING SERVICE	$500.00
	LUIS PEREZ	53083	8/23/2022	8/15/2022	PW-SAFETY BOOTS	$157.69
	MARTINEZ, HILDA	53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$14.49
		53305	9/7/2022	08/10/2022 REIMB.	PW- REIMBURSEMENTS FOR TRAFFIC CONTROL TRAINING	$14.49
	MID VALLEY SUPPLY	53087	8/23/2022	7/31/2022	JANITORIAL SUPPLIES	$1,615.75
	MISSION LINEN SUPPLY	53089	8/23/2022	292101- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$459.65
		53089	8/23/2022	292104- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$355.88
		52934	8/23/2022	292104- JUNE 2022-	UNIFORM RENTAL AND LAUNDRY SER 517304970	$27.00
		53089	8/23/2022	292100- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$1,283.30
		53089	8/23/2022	292102- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$176.48
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	52938	8/23/2022	47510	TRIMMER LINE	$187.89
	PACIFIC GAS & ELECTRIC	53277	8/31/2022	1437608399-5-8/19/	ELEC	$1,880.78
	PAJARO VALLEY PRINTING	53119	8/23/2022	44462	PW LETTERS	$1,529.50
	PAPE MACHINERY, INC	53123	8/23/2022	1837850	INV#1837850 RECYCLING DEPT-JD 85G SERIAL NO.1FF085	$5,636.45
		53123	8/23/2022	1837658	INV#1837658 LANDFILL-JD 624J SERIAL NO.DW624JP6079	$6,005.23
	QUALITY WATER ENTERPRISES	53130	8/23/2022	1207788	INV#1207788 FINANCE CHARGE FOR INV#1205460	$1.00
		53130	8/23/2022	1206925	INV#1206925 5 GAL BOTTLE WATER SERVICE STAND RENTA	$53.72
	RESOURCES RECYCLING & RECOVERY	52945	8/23/2022	0000001464376	SERVICES	$1,085.43
		52945	8/23/2022	0000001462228	SERVICES	$1,776.69

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	ROCHA, DANIEL	53136	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMBURSEMENT FY22/23	$200.00
	STAPLES CREDIT PLAN	53318	9/7/2022	07/28/2022	SUPPLIES	$92.25
	STURDY OIL COMPANY	53230	8/31/2022	06/30/2022	PETROLEUM PRODUCTS FOR CITY WI	$4,817.85
	TERRA X PEST SERVICE, INC.	53157	8/23/2022	43598	INV#43598 PEST SERVICE 7/19/2022	$132.00
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	9522-07/22/2022 FY23	BOOK STRENGTHS FINDER	$136.86
	ULINE	53164	8/23/2022	152306280	INV#152306280 5 GALLON GREEN PLASTIC PAIL	$188.17
	VAZQUEZ, ENRIQUE	53170	8/23/2022	BOOT REIMB. FY22/23	PW- BOOT REIMB. FY22/23	$174.59
	VISION RECYCLING	53321	9/7/2022	115203	LANDFILL CHIPPING AND GRINDING	$12,552.07
	Fund Total					$50,928.88
0741	ES ENGINEERING SERVICES, LLC	53250	8/31/2022	CINV-122176-BAL	LANDFILL REGULATORY SERVICES/P	$12,724.05
	Fund Total					$12,724.05
0760	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$51.82
	ARATA EQUIPMENT COMPANY	52968	8/23/2022	7/30/2022	REPAIR PARTS	$3,590.13
	ASBURY ENVIRONMENTAL SERVICES	52970	8/23/2022	I500-00845570	USED OIL SERVICE	$95.00
	AT&T-CAL NET 2	52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$346.71
	CHEVROLET OF WATSONVILLE	53002	8/23/2022	505563	PART	$127.09
		53002	8/23/2022	505513	PARTS	$41.41
	COAST COUNTIES TRUCK & EQUIP	53293	9/7/2022	02193269P	PARTS	$138.05
		53293	9/7/2022	02193202P	PARTS	$133.19
		53293	9/7/2022	02194142P	SUPPLIES	$111.35
		53293	9/7/2022	02195387P	KNOB	$18.49
		53293	9/7/2022	02194936P	PARTS	$78.27
		53293	9/7/2022	02201497P	PARTS	$874.58

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0760	COAST COUNTIES TRUCK & EQUIP	53293	9/7/2022	0250924S	PARTS	$909.80
		53293	9/7/2022	0251341S	PARTS & LABOR	$119.97
		53293	9/7/2022	0250857S	PARTS	$735.52
		53293	9/7/2022	0250836S	SUPPLIES	$1,369.92
		53293	9/7/2022	0250786S	PARTS	$947.28
		53293	9/7/2022	02202728P	RETURN KIT	($200.77)
		53293	9/7/2022	02196366P	PARTS	$25.25
		53293	9/7/2022	02194317P	PARTS	$76.70
		53008	8/23/2022	02206634P	ELEC CABLE	$1,026.01
		53008	8/23/2022	02205683P	ROD-TORQUE	$261.80
		53008	8/23/2022	02206449P	HEADLIGHT	$20.45
	COMMERCIAL TRUCK COMPANY	53009	8/23/2022	01P20276	MUDFLAP	$103.76
	DAVIS AUTO PARTS	52928	8/23/2022	05/31/2022	PARTS	$18.56
	DIXON & SONS TIRES INC.	53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$21.00
		53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$133.00
		53026	8/23/2022	7/29/2022	TIRES AND REPAIRS	$262.66
	HI-TECH EMERGENCY VEHICLE SERVICE, INC.	53055	8/23/2022	173792	FLOWMETER	$1,090.68
	INTERSTATE BATTERY CO	53058	8/23/2022	8/2/2022	BATTERIES	$1,088.27
	KIMBALL MIDWEST	53070	8/23/2022	100144558	SUPPLIES	$49.20
		53070	8/23/2022	100146178	TUBES	$239.93
		53070	8/23/2022	100149735	PARTS	$151.94
		53070	8/23/2022	100133825	PARTS	$102.92
	LINDE GAS & EQUIPMENT INC.	53080	8/23/2022	30046772	SUPPLIES	$297.40
		53080	8/23/2022	30205919	545	$184.01
		53216	8/31/2022	10513251	CYLINDER RENT	$227.30

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0760	LINDE GAS & EQUIPMENT INC.	53216	8/31/2022	11127359	CYLINDER RENT	$234.88
		52932	8/23/2022	11316754	ACETYLENE	$34.23
		52932	8/23/2022	7169700	CYLINDER RENT	$234.88
		52932	8/23/2022	71769700	CYLINDER RENT	$227.30
	MISSION LINEN SUPPLY	53089	8/23/2022	292103- JULY 2022	UNIFORM RENTAL AND LAUNDRY SER	$341.36
	O'REILLY AUTOMOTIVE INC.	53093	8/23/2022	2912-196896	RUST BLOCK	$28.38
		53093	8/23/2022	2912-196461	SUPPLIES	$265.97
		53093	8/23/2022	2912-196457	FILTER	$15.11
		53093	8/23/2022	2912-194791	FILTERS	$59.32
		53093	8/23/2022	2912-197131	PARTS	$80.04
		53093	8/23/2022	2912-194996	RETURN AIR FILTER	($68.00)
	PAJARO VALLEY FABRICATION INC.	53117	8/23/2022	30037	MFG SAFETY CHANNELS	$504.87
		53117	8/23/2022	30038	REPAIR FORK	$1,225.00
		53117	8/23/2022	30049	TWIST SHAFT	$16.39
	QUINTERO TIRES WHEEL SERVICE	53131	8/23/2022	22553	TIRE	$60.00
		53131	8/23/2022	22552	SERVICE	$160.00
	RON DUPRATT FORD, INC.	53138	8/23/2022	327466	HOSE	$17.88
		52946	8/23/2022	CM256641	CREDIT- RETURNED PART	($53.69)
		52946	8/23/2022	304296	PARTS	$130.98
	RON TURLEY ASSOCIATES, INC.	53139	8/23/2022	63384	SUBSCRIPTION	$4,550.40
	SNAP ON INDUSTRIAL	53155	8/23/2022	ARC/53779660	EQUIP	$6,469.72
		52948	8/23/2022	ARV/ 52033121	18K 2 POST 198IN HEIGHT LIFTS/INSTALLATION	$33,689.03
	STURDY OIL COMPANY	53230	8/31/2022	06/30/2022	PETROLEUM PRODUCTS FOR CITY WI	$1,937.87
		53230	8/31/2022	06/30/2022	PETROLEUM PRODUCTS FOR CITY WI	$141,857.14

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0760	STURDY OIL COMPANY	53319	9/7/2022	07/31/2022	PETROLEUM PRODUCTS FOR CITYWID	$89,107.10
	THE HOSE SHOP INC.	53286	8/31/2022	7/27/2022	REPAIR SUPPLIES	$2,431.42
	TOWNSEND AUTO PARTS	53232	8/31/2022	07/01/2022	PARTS	$2,765.56
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	9522-07/22/2022 FY23	WRENCH FOR FARM AND CONSTRUCTION	$99.00
		53163	8/23/2022	9464-07/22/2022 FY23	SHOP PARTS	$246.53
		53163	8/23/2022	9464-07/22/2022 FY23	SHOP TOOLS	$69.87
		53163	8/23/2022	9464-07/22/2022 FY23	ONLINE VEHICLE DIAGNOSIS & TRAINING	$3,150.00
		53163	8/23/2022	9464-07/22/2022 FY23	SHOP TOOLS	$98.30
		53163	8/23/2022	9464-07/22/2022 FY23	SHOP PARTS	$9.82
		53163	8/23/2022	9464-07/22/2022 FY23	SHOP PARTS	$24.04
		53163	8/23/2022	9464-07/22/2022 FY23	TRAINING	$735.00
		53163	8/23/2022	9464-07/22/2022 FY23	TRAINING	$735.00
		53163	8/23/2022	9464-07/22/2022 FY23	TRAINING	$735.00
	WATSONVILLE FORD	53174	8/23/2022	CM32201	CORE RETURN	($54.63)
	Fund Total					$307,039.72
0765	CDW GOVERNMENT, INC.	53242	8/31/2022	CJ95415	LAPTOPS	$5,232.06
	EFFICIENT TECHNOLOGY SOLUTIONS, INC.	53028	8/23/2022	2013-795X	24PORT 1GBe POE SWITCHE WITH 24/7 PHONE SUPPORT QU	$5,688.71
	Fund Total					$10,920.77
0780	CNA SURETY	53007	8/23/2022	58259197-9/23	NOTARY POLICY	$295.00
	COLLINS & COLLINS, LLP	52925	8/23/2022	4348000	PROFESSIONAL SERVICES	$967.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0780	LWP CLAIMS SOLUTIONS INC	53304	9/7/2022	8/16-8/31/2022	TRUST DEPOSIT	$59,022.06
	Fund Total					$60,284.56
0787	BENEFIT COORDINATORS CORP.	53240	8/31/2022	BO6H3W	CLAIMS	$7,992.42
		53240	8/31/2022	B06HDF	CLAIMS	$9,501.41
		53291	9/7/2022	B06JWY	DENTAL CLAIMS	$6,855.64
	MES VISION	53307	9/7/2022	06395-8/31/22	VISION PLAN	$2,437.72
	Fund Total					$26,787.19
0790	ACE HARDWARE	53289	9/7/2022	07/31/2022	SUPPLIES	$37.10
	AT&T-CAL NET 2	52972	8/23/2022	000018570423	CALNET1GB INTERNET LINE CHARGE FOR Aug2022	$865.85
		52972	8/23/2022	000018529067	CALNET_C60 CITY CHARGES FR 06/24-07/23/22	$748.83
		52972	8/23/2022	000018529217	CALNET PRI ACCT FROM 0624_0723	$1,946.26
	CDW GOVERNMENT, INC.	52992	8/23/2022	CC46172	EXTREME CLOUD SERVICES	$189.50
	CONTINUANT, INC.	53012	8/23/2022	SI-0000010876	SIEMENS PHONE SERVICE - MAINT	$3,125.11
	ORTEGA, CARLOS	52937	8/23/2022	TUITION REIMB. FY22	IT- TUITION REIMBURSEMENT	$1,000.00
	RICOH USA, INC	53135	8/23/2022	5065217740	MONTHLY MAINTENANCE FOR NEW COPIERS	$17.27
	SADA SYSTEMS	53141	8/23/2022	INV169427	GSUITE ENTERPRISE LICENSE YR 3 of 3	$82,500.00
	STAPLES CREDIT PLAN	53229	8/31/2022	06/27/2022	SUPPLIES	$353.23
	THE SHALLECK COLLABORATIVE, INC.	53159	8/23/2022	22-0295	Council Chambers Audio Visual	$1,250.00
	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	IT- OFFICE ACCESSORIES/FUNITURE FOR IT STAFF	$21.84
		53163	8/23/2022	6703-07/22/2022 FY23	IT-MONITOR CABLES FOR DUEL SCREEN SETUPS	$38.20
		53163	8/23/2022	6703-07/22/2022 FY23	IT- MONITOR SOUNDBARS FOR IT STAFF	$80.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0790	U S BANK CORPORATE PAYMENT SYSTEM	53163	8/23/2022	6703-07/22/2022 FY23	IT- HARDWARE WRIST STRAPS FOR IT SUPPORT	$30.56
		53163	8/23/2022	6703-07/22/2022 FY23	IT-GIS CONFERENCE FOR CHARLES HANLEY	$1,019.90
		53163	8/23/2022	5738-07/22/2022	CALENDAR FOR LUPE B	$6.48
		53163	8/23/2022	5738-07/22/2022	OFFICE ACCESSORIES FOR IT	$29.15
		53163	8/23/2022	5738-07/22/2022	NEW DESK FOR IT DIRECTOR	$2,118.36
		53163	8/23/2022	5738-07/22/2022	NEW CHAIR FOR IT DIRECTOR	$597.86
		53163	8/23/2022	5738-07/22/2022	EQUIPMENT NEEDED FOR A.V. REPAIRS IN COUNCIL CHAMB	$186.22
		53163	8/23/2022	5738-07/22/2022	EQUIPMENT NEEDED FOR A.V. REPAIRS IN COUNCIL CHAMB	$202.62
		53163	8/23/2022	5738-07/22/2022	OFFICE ACCESSORIES FOR IT	$22.82
		53163	8/23/2022	5738-07/22/2022	OFFICE ACCESSORIES FOR IT	$22.82
		52951	8/23/2022	6703-07/22/2022 FY22	IT-OFFICE ACCESSORIES/FURNITURE FOR STAFF	$89.56
		52951	8/23/2022	6703-07/22/2022 FY22	IT-OFFICE ACCESSORIES/FURNITURE FOR STAFF	$98.85
		52951	8/23/2022	6703-07/22/2022 FY22	IT-OFFICE ACCESSORIES/FURNITURE FOR STAFF	$42.60
		52951	8/23/2022	6703-07/22/2022 FY22	IT-OFFICE ACCESSORIES/FURNITURE FOR IT STAFF	$55.69
	Fund Total					$96,697.18
Total	**Total**					**$5,184,072.44**

MINUTES REGULAR CITY COUNCIL MEETING

August 30, 2022

City of Watsonville
City Council Chambers

4:30 p.m.

1. ROLL CALL
Mayor Parker, Mayor Pro Tempore Montesino and Council Members Dutra, Estrada, García, Hurst, and Quiroz-Carter (arrived at 4:35 p.m.) were present. Member Estrada was absent.

2. PRESENTATIONS & ORAL COMMUNICATIONS

2.a. INTRODUCTION OF NEW EMPLOYEES & RECOGNITION OF RETIREES

- Jessica Renteria, Administrative Assistant II
- Rosaura Ayala-Jacobo, Administrative Assistant II
- Jesse Leyva Jr., Recreation Coordinator
- Daniel Espinosa, Assistant Engineer
- Alexis Rodriguez-Barbosa, Collection System Operator
- Claudia Zavala Garcia, Sr Accounting Assistant

2.b. PRESENTATION OF YOUTH ACADEMY GRADUATES BY FIRE CHIEF LOPEZ (Moved to a future meeting)

3. REPORTS TO COUNCIL

3.a. STUDY SESSION ON CALTRANS PROJECT ON STATE ROUTE 152
In answering Member García, Principal Engineer Fontes spoke about traffic studies conducted for impact of changes to parallel streets to Main Street stemming from proposed street changes.

In answering Member Dutra, Assistant Public Works & Utilities Director spoke about public outreach efforts that would take place during the project process.

In answering Mayor Pro Tempore Montesino, Principal Engineer Fontes spoke about the duration for completion of the project.

Member Hurst and Member Quiroz-Carter spoke in support of the State Route 152 Project.

Principal Engineer Fontes, in answering Mayor Parker, spoke about the phases of the project and stated amendments could be made to a resolution supporting it.

Public Input
Anna Kammer, District 5, spoke in support of the proposed project.

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

(a) Public Comments – None

(b) Closed Session Announcement:
The City Council recessed the regular Council Meeting to discuss the matters that follow.

5.a. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6)

1. Agency Negotiators: Nathalie Manning and Mark Wilson (Burke Williams & Sorensen)

Employee Organization: Service Employees International Union (SEIU), Local 521

6:30 p.m.

6. ROLL CALL
Mayor Parker, Mayor Pro Tempore Montesino and Council Members Dutra, Estrada, García, Hurst, and Quiroz-Carter were present.

Staff members present were City Manager Mendez, City Attorney Zutler, City Clerk Ortiz, Assistant City Manager Vides, Public Works & Utilities Director Di Renzo, Police Chief Zamora, Fire Chief Lopez, Administrative Services Director Czerwin, IT Director Gill, Parks & Community Services Director Calubaquib, Library Director Martinez, Airport Director Williams, Deputy City Manager Manning, Assistant Police Chief Sims, Assistant Public Works & Utilities Director Rodriguez, Assistant Finance Director Duran, Housing Manager Landaverry, Administrative Analyst Paz, Police Officer Bañuelos, and Interpreter Jauregui.

6.a. MOTION TO EXCUSE ABSENT COUNCIL MEMBER(S) (If any)

7. PLEDGE OF ALLEGIANCE

8. INFORMATION ITEMS

8.a. REPORT OF DISBURSEMENTS

8.b. MISCELLANEOUS DOCUMENTS REPORT

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

9. PRESENTATIONS & ORAL COMMUNICATIONS

9.a. ORAL COMMUNICATIONS FROM THE PUBLIC
Steve Trujillo, District 7, requested a speed bump be installed on Bronte Avenue and encouraged more public participation with Friends of the Library. He expressed concerns with Chipotle opening on Main Street and offered alternatives to the restaurant.

Nancy Faulstich, Regeneración Director, invited Council to their Open House event. She stated they had been selected to join the Justice40 Initiative.

Martha Bulaich expressed issues with Ceiba College Preparatory Academy's location, student safety, purchase of property by Ceiba , and dangers of utilizing those parcels.

9.b. ORAL COMMUNICATIONS FROM THE COUNCIL

Member Quiroz-Carter stated she was absent from the last regular Council meeting due to illness. She encouraged use of face coverings to prevent spread of Covid-19. She expressed her condolences for those affected by the airplane crash at the Municipal Airport.

Member Hurst spoke about his attendance to the Pájaro Valley Chamber of Commerce and Agriculture 2022 Annual Awards and thanked the Chamber for his lifetime achievement award.

Member García spoke about her attendance at President Biden's Climate Emergency Briefing and spoke about future funding for climate change and retrofitting. She requested Public Works & Utilities Director Di Renzo to contact the Department of Energy to obtain funding. She spoke about voter registration efforts at the Strawberry Festival and encouraged the public to contact the City Clerk to ensure they are able to vote in November.

City Clerk Ortiz informed the public about how they may register to vote and participate in the November 8, 2022 Election.

Member Dutra thanked those who helped create the Covid-19 Memorial and invited the public to the inauguration event. He spoke about events he attended over the summer. He congratulated Pájaro Valley Health Care District for completing purchase of Watsonville Community Hospital.

Mayor Pro Tempore Montesino thanked Mayor Parker and Member Dutra for advocating to keep the bus route from Watsonville to Cabrillo College in Aptos.

Mayor Parker spoke about the importance of retaining important bus routes. She invited the public to attend various events and spoke about a meeting she attended with Congresswoman Zoe Lofgren and Speaker Nancy Pelosi.

9.c. REPORT OUT OF CLOSED SESSION

Assistant City Attorney Bazzano stated Council received a report on the Closed Session Item but took no reportable action.

10. CONSENT AGENDA

PUBLIC INPUT

Eileen Clark-Nagaoka, District 6, read a letter from Regeneración requesting Items 10.e and 10.j be pulled from the Consent Agenda to be further discussed due to their environmental impact.

Nancy Faulstich, Regeneración Director, expressed support for Item 10.h. She spoke about climate action in relation to Items 10.e and 10.j.

MOTION: It was moved by Member Dutra, seconded by Member Hurst to approve the Consent Agenda.

In answering Member García, Principal Planner Orbach spoke about grant funding distribution for Item 10.h. and guidelines used to determine recipients.

Member Hurst spoke in support of Items 10.f., 10.h., 10.i., and 10.m.

In answering Mayor Pro Tempore Montesino, Airport Director Williams stated the additional

budget expense appropriation for Item 10.j. came from the Airport Enterprise Fund. Airport Director Williams spoke about Airport efforts to minimize their carbon footprint.

Airport Director Williams, in answering Member Estrada, spoke about how the Airport measured its carbon footprint compared to other airports in the region.

MOTION: The above motion carried by the following vote.

AYES:	MEMBERS:	Dutra, Estrada, García, Hurst, Montesino, Quiroz-Carter, Parker
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

10.a. MOTION APPROVING MINUTES OF JUNE 30, JULY 7, JULY 12, & AUGUST 16, 2022

10.b. RESOLUTION NO. 161-22 (CM)
A RESOLUTION APPROVING PLANS, SPECIFICATIONS, & CALLING FOR BIDS FOR THE MILES LANE SEWER PUMP STATION REHABILITATION, PROJECT NO. SS-22-14798 & FIND PROJECT CATEGORICALLY EXEMPT UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15302(C) (ESTIMATED COST OF $1,255,000 WILL BE FUNDED FROM THE SEWER ENTERPRISE FUND)

10.c. RESOLUTION NO. 162-22 (CM)
A RESOLUTION AWARDING BID TO SYNAGRO-WWT, INC., FOR BIOSOLIDS LOADING, TRANSPORTATION, & LAND APPLICATION PROJECT, NO. WW-22-01-QB IN THE AMOUNT OF $387,000 & AUTHORIZING A CONTINGENCY AMOUNT OF $129,000 FOR POTENTIAL INCREASE IN BIOSOLIDS QUANTITY, FOR A TOTAL AMOUNT NOT TO EXCEED $516,000 ($516,000 WILL BE FUNDED FROM THE WASTEWATER ENTERPRISE FUND [710-530-7361])

10.d. RESOLUTION NO. 163-22 (CM)
A RESOLUTION APPROVING FIRST AMENDMENT TO THE AGREEMENT WITH LWP CLAIMS SOLUTIONS, INC. FOR WORKERS COMPENSATION CLAIMS MANAGEMENT INCREASING CONTRACT COMPENSATION TO $166,961 IN FY 22-23, $173, 640 IN FY 23-24, $180,585 IN FY 24-25; & EXTENDING THE TERM OF THE CONTRACT TO AUGUST 30, 2025

10.e. RESOLUTION NO. 164-22 (CM)
A RESOLUTION APPROVING SOLE SOURCE PURCHASE WITH SWIFT FUELS FOR THE PURCHASE OF UNLEADED AVIATION FUEL FOR FISCAL YEAR 2022-2023, IN AN AMOUNT NOT TO EXCEED $400,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER AGREEMENT (FUNDED FROM THE AIRPORT ENTERPRISE FUND)

10.f. RESOLUTION NO. 165-22 (CM)
A RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH COUNTY OF SANTA CRUZ THROUGH THE HEALTH SERVICES AGENCY – ENVIRONMENTAL HEALTH DIVISION TO CONDUCT INSPECTIONS & ENFORCEMENT ACTIVITIES PER ASSEMBLY BILL 1276, CHAPTER 5.2 OF THE PUBLIC RESOURCES CODE REGARDING SINGLE-USE FOODWARE ACCESSORIES & CONDIMENTS

10.g. RESOLUTION NO. 166-22 (CM)
A RESOLUTION APPROVING AN AMERICAN RESCUE PLAN SUBRECIPIENT CONTRACT WITH ENCOMPASS COMMUNITY SERVICES FOR THE DEVELOPMENT OF THE SI SE PUEDE BEHAVIORAL HEALTH CENTER IN THE AMOUNT NOT TO EXCEED $400,000,

UTILIZING FUNDS FROM THE CITY OF WATSONVILLE'S ARPA ALLOCATION

10.h. RESOLUTION NO. 167-22 (CM)
A RESOLUTION ACCEPTING A $150,000 GRANT FOR FUNDING OF AN EXISTING BUILDING ELECTRIFICATION PILOT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS & ANY AMENDMENTS THERETO & ANY DOCUMENTS WHICH MAY BE NECESSARY FOR THE COMPLETION OF THE PROJECT; & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND (0260)

10.i. RESOLUTION NO. 168-22 (CM)
A RESOLUTION APPROVING PROGRAM SUPPLEMENT NO. 00000A053 TO ADMINISTERING AGENCY – STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 05-5031S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROGRAM SUPPLEMENT, & ANY AMENDMENTS WHICH MAY BE NECESSARY & ACCEPT & APPROPRIATE GRANT FUNDS TO THE SPECIAL GRANTS FUND (0260)

10.j. RESOLUTION NO. 169-22 (CM)
A RESOLUTION APPROVING AN AMENDMENT TO THE FISCAL YEAR 2021-2022 BUDGET FOR THE WATSONVILLE MUNICIPAL AIRPORT (KWVI) TO INCREASE BUDGET EXPENSE APPROPRIATIONS FOR FY 2021-2022, IN AN AMOUNT NOT TO EXCEED $60,000.00, FOR FUEL AND LUBRICANTS CHARGE OUT ACCOUNT #730-560-7562

10.k. RESOLUTION NO. 170-22 (CM)
A RESOLUTION AUTHORIZING BANKS, INVESTMENT INSTITUTIONS & THEIR CORRESPONDENTS TO HONOR SIGNATURES OF CITY MANAGER RENE MENDEZ, ASSISTANT FINANCE DIRECTOR MARISSA DURAN, ASSISTANT FINANCE MANAGER PATRICIA RODRIGUEZ, AND ACCOUNTANT II ILDA ESTRADA ON BEHALF OF THE CITY

10.l. REVISED SALARY LISTS FOR EACH BARGAINING UNIT

1) RESOLUTION NO. 171-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 221-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - CONFIDENTIAL, 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

2) RESOLUTION NO. 172-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 222-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT – EXECUTIVE TEAM, 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

3) RESOLUTION NO. 173-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 224-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT – FIRE MANAGEMENT, 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

4) RESOLUTION NO. 174-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 223-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 (IAFF), 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

5) RESOLUTION NO. 175-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 225-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - MANAGEMENT, 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

6) RESOLUTION NO. 176-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 226-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - MID-MANAGEMENT, 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

7) RESOLUTION NO. 177-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 227-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - OPERATING ENGINEERS LOCAL UNION NO. 3, 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

8) RESOLUTION NO. 178-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 228-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - POLICE OFFICERS ASSOCIATION, 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

9) RESOLUTION NO. 179-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 229-21 (CM), & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT – POLICE MANAGEMENT, 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

10) RESOLUTION NO. 180-22 (CM)

A RESOLUTION RESCINDING RESOLUTION NO. 230-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - PUBLIC SAFETY MID-MANAGEMENT, 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

11) RESOLUTION NO. 181-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 231-21 (CM) & APPROVING THE CURRENT SALARY LIST BY BARGAINING UNIT - SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU), 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

12) RESOLUTION NO. 182-22 (CM)
A RESOLUTION RESCINDING RESOLUTION NO. 232-21 (CM) & APPROVING THE CURRENT SALARY LIST (TEMPORARY) FOR UNREPRESENTED POSITIONS 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 MASTER PAY SCHEDULE

10.m. RESOLUTION NO. 183-22 (CM)
A RESOLUTION AMENDING RESOLUTION NO. 10-19 (CM) & APPOINTING FABIAN LEONOR TO THE PARKS & RECREATION COMMISSION

10.n. RESOLUTION NO. 184-22 (CM)
A RESOLUTION APPROVING RESPONSE TO THE SANTA CRUZ COUNTY CIVIL GRAND JURY REPORT ENTITLED "OUR WATER ACCOUNT IS OVERDRAWN – BEYOND CONSERVATION: ACHIEVING DROUGHT RESILIENCE"; & DIRECTING THE WATER DIVISION MANAGER TO SUBMIT RESPONSE TO THE GRAND JURY

11. ITEMS REMOVED FROM CONSENT AGENDA – None

12. PUBLIC HEARINGS, ORDINANCES, & APPEALS

12.a. OWNERSHIP & MAINTENANCE OF WATER, FIRE, AND SEWER FACILITIES

1) Staff Report by Public Works & Utilities Director Di Renzo

2) City Council Clarifying & Technical Questions

In answering Member Dutra, Public Works & Utilities Director Di Renzo spoke about options for transferring ownership and maintenance responsibilities to purchasers of homes. He stated he explored additional possibilities to alleviate owners from having to pay prior to close of escrow.

Public Works & Utilities Director Di Renzo, in answering Member García, stated it was common for homeowners to not know if they shared sewer laterals. He added that staff recommended an agreement acknowledging shared responsibilities of laterals.

In answering Mayor Parker, Public Works & Utilities Director Di Renzo and Assistant Public

Works & Utilities Director Rodriguez spoke about possible ways to inform homeowners about responsibilities with shared sewer laterals.

Public Works & Utilities Director Di Renzo, in answering Mayor Pro Tempore Montesino, spoke about common issues that occurred with sewer laterals, causing them to need repair.

3) Public Comments
Steve Trujillo, District 7, spoke about the process and costs for sewer lateral maintenance.

Daniel Hernandez, District 5, inquired about property monument lines. Assistant Public Works & Utilities Director Rodriguez stated surveyors can identify monument lines.

Assistant Public Works & Utilities Director Rodriguez addressed a question from Member Dutra regarding options for allowing purchase agreements between sellers and homebuyers.

4) MOTION: It was moved by Member Dutra, seconded by Mayor Pro Tempore Montesino to introduce the ordinance listed below.

5) City Council Deliberation on Motion
Assistant City Attorney Bazzano explained the importance of establishing an agreement prior to sale of properties to ensure the costs for maintenance of laterals is addressed prior to close of escrow. She recommended language to modify the ordinance.

The City Council determined that ordinance changes were not merited at that time.

MOTION: The above motion carried by the following vote.

AYES:	MEMBERS:	Dutra, Estrada, García, Hurst, Montesino, Quiroz-Carter, Parker
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

6) INTRODUCE FOR FIRST READING, BY TITLE ONLY, WAIVING THE FULL READING OF THE TEXT, AN ORDINANCE ADDING & AMENDING CERTAIN SECTIONS OF CHAPTER 3 (CITY UTILITIES) OF TITLE 6 (SANITATION & HEALTH) OF THE WATSONVILLE MUNICIPAL CODE REGARDING OWNERSHIP & MAINTENANCE OF WATER, FIRE, AND SEWER FACILITIES

12.b. VIOLATIONS & RECOVERY OF ENFORCEMENT COSTS FOR VIOLATIONS OF THE MUNICIPAL CODE

1) Staff Report by Senior Code Enforcement Officer Vargas

2) City Council Clarifying & Technical Questions
In answering Member García, Senior Code Enforcement Officer Vargas and Assistant City Attorney Bazzano spoke about staff determination of costs for code violations and how they would be passed on to violators.

In answering Mayor Pro Tempore Montesino, Senior Code Enforcement Officer Vargas spoke about situations where code enforcement cases required attorney involvement. Senior Code Enforcement Officer Vargas spoke about the process followed by code enforcement to enter homes to check for compliance.

Assistant City Attorney Bazzano explained the process for obtaining a warrant.

Senior Code Enforcement Officer Vargas answered a question from Mayor Parker regarding the amount of staff time invested in code enforcement issues.

In answering Member Dutra, Senior Code Enforcement Officer Vargas stated code enforcement staff requests Police assistance as necessary.

Community Development Director Merriam, in answering Member Quiroz-Carter, spoke about options for homeowners to obtain assistance from the Housing Department to address code violation issues.

In answering Member Quiroz-Carter, Community Development Director Merriam spoke about the process staff would follow to recover attorney fees.

3) Public Comments
Steve Trujillo, District 7, spoke about past issues with code enforcement in his neighborhood. He stated the City needed additional code enforcement officers.

4) MOTION: It was moved by Member Hurst, seconded by Member Quiroz-Carter to introduce the ordinance listed below.

5) City Council Deliberation on Motion
Member Hurst spoke about the challenges that residents face when people don't comply with the Municipal Code.

MOTION: The above motion carried by the following vote.

AYES:	MEMBERS:	Dutra, Estrada, García, Hurst, Montesino, Quiroz-Carter, Parker
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

6) INTRODUCE FOR FIRST READING, BY TITLE ONLY, WAIVING THE FULL READING OF THE TEXT, AN ORDINANCE AMENDING SECTION 1-2.01 & ADDING VARIOUS NEW SECTIONS TO CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE RELATING TO VIOLATIONS & RECOVERY OF ENFORCEMENT COSTS FOR VIOLATIONS OF THE MUNICIPAL CODE

13. EMERGENCY ITEMS ADDED TO AGENDA – None

14. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS – None

15. ADJOURNMENT
The meeting was adjourned at 8:27 p.m.

_____
Ari Parker, Mayor

ATTEST:

Irwin I. Ortiz, City Clerk

Agenda Report

MEETING DATE: **Meeting Date**

TO: **City Council**

FROM: **ADMINISTRATIVE SERVICES DIRECTOR CZERWIN**
MARISSA DURAN, ASSISTANT FINANCE DIRECTOR

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **MOTION TO ACCEPT APRIL 2022 THROUGH JUNE 2022 INVESTMENT REPORT**

RECOMMENDED ACTION:

The City Council is asked to accept the quarterly Investment Report.

BACKGROUND:
It is recommended that Council accept the Investment Report for the period of April 2022 through June 2022 by motion.

DISCUSSION:

The City's idle funds are invested to earn a competitive yield and to accommodate the City's need for liquidity. Investments of idle funds are only made in investment 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 2022 was 69.8 million dollars. Our current holdings include: City Investments, LAIF and CAMP.

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 ahead of LAIF earnings rates.

PORTFOLIO RESULTS:

The results from the last several months are shown below on Table 1.

Table I

	April	May	June
Cash Invested ($MM)	111.8	116.9	125.8
City's Average Yield	0.54%	0.76%	1.00%
LAIF Yield	0.52%	0.68%	0.86%
LAIF Cash Invested ($MM)	69.8	69.8	69.8

STRATEGIC PLAN:

2-Fiscal Health

THE ECONOMY:

Federal President Raphael Bostic said in a meeting earlier this month that he is leaning toward a 50 basis points hike in September because the US economy is starting to respond to policy but interest rates need to move toward "restrictive" territory. "Restrictive is somewhere in the 3.5% to 3.75% range, and I am hopeful we will get there by the end of the year," he said. With a current Fed Fund Target Range of 2.25% to 2.75%, Mr. Bostic would seemingly be indicating one 50bp hike in September and a 25 basis points hike at each of the following two meetings (or 50 basis points at each of the next two meetings) to get us up 100 basis points by the end of the year.

Recent indicators of spending and production have softened. Nonetheless, job gains have been robust in recent months, and the unemployment rate has remained low. Inflation remains elevated, reflecting supply and demand imbalances related to the pandemic, higher food and energy prices, and broader price pressures. Russia's war against Ukraine is causing tremendous human and economic hardship. The war and related events are creating additional upward pressure on inflation and are weighing on global economic activity. The Federal Open Market Committee is highly attentive to inflation risks.

FINANCIAL IMPACT:
As inflationary pressures persist, the economy broadly strengthens and the labor market tightens, we expect the Committee to continue tightening monetary policy throughout 2023. Financial markets are also adjusting to indicate that the inflation rate is high enough to warrant concern.

ATTACHMENTS AND/OR REFERENCES (If any):
1) April through June 2022 Investment Portfolio

City of Watsonville
Investment Position Report
30-Apr-22

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
Treasury Notes (**)	0.0%								
Totals					0	0	0	0	
Average Maturity (Days/Years)				0.0					
Agency Notes(**)	0.0%								
Call date									
Totals			0.00%		0	0	0	0	
Average Maturity (Days/Years)			0	0.0					
Average Duration									
City Investments	1.1%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	653,406	653,406	653,406	653,406	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	586,832	586,832	586,832	586,832	28-Jun-11
Totals					1,240,238	1,240,238	1,240,238	1,240,238	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,157						
	98.9%								
Pooled Investment									
LAIF		N/A	0.52%	Demand	69,798,731	69,798,731	69,798,731	70,141,638	Various
CAMP		N/A	0.50%	Demand	40,808,456	40,808,456	40,808,456	40,808,456	Various
					110,607,187	110,607,187	110,607,187	110,950,094	
					111,847,425	111,847,425	111,847,425	112,190,332	
Totals			0.54%						
Average Maturity (Days/Years)			13.5						
30-Apr-22		Days	-9.5						

Activity Report

Source:

City of Watsonville
Investment Reports

Apr-22

We certify that the investment report conforms to the City of Wats

Policy and that the City's next 6 month's cash needs can be met if past trends continue.

Marissa Duran	Patricia Rodriguez
Assistant Finance Director	Assistant Finance Manager

Portfolio Average Return	0.54%
Average Maturity (Days)	13.5
Comparative Yields:	
LAIF	0.52%
One Year Agency Note	1.04%
Six Month -Treasury Bills	0.55%

City of Watsonville
Investment Position Report
30-May-22

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
Treasury Notes (**)	0.0%								
Totals					0	0	0	0	
Average Maturity (Days/Years)				0.0					
Agency Notes(**)	0.0%								
Call date									
Totals			0.00%		0	0	0	0	
Average Maturity (Days/Years)			0	0.0					
Average Duration									
City Investments	1.1%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	653,406	653,406	653,406	653,406	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	586,832	586,832	586,832	586,832	28-Jun-11
Totals					1,240,238	1,240,238	1,240,238	1,240,238	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,127						
	98.9%								
Pooled Investment									
LAIF		N/A	0.68%	Demand	69,798,731	69,798,731	69,798,731	70,141,638	Various
CAMP		N/A	0.82%	Demand	45,836,999	45,836,999	45,836,999	45,836,999	Various
					115,635,730	115,635,730	115,635,730	115,978,637	
					116,875,968	116,875,968	116,875,968	117,218,875	
Totals			0.76%						
Average Maturity (Days/Years)			12.6						
30-May-22		Days	-10.4						

Activity Report

Source:

City of Watsonville
Investment Reports

May-22

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.

Marissa Duran	Patricia Rodriguez
Assistant Finance Director	Assistant Finance Manager

Portfolio Average Return	0.76%
Average Maturity (Days)	12.6
Comparative Yields:	
LAIF	0.68%
One Year Agency Note	1.41%
Six Month -Treasury Bills	0.85%

City of Watsonville
Investment Position Report
30-Jun-22

		Coup. Rate	Yield (YTM)	Maturity Date	Face Value	Purchase Price	General Ledger Balance	Current Market Value	Purchase Date
Treasury Notes (**)	0.0%								
Totals					0	0	0	0	
Average Maturity (Days/Years)				0.0					
Agency Notes(**)	0.0%								
Call date									
Totals			0.00%		0	0	0	0	
Average Maturity (Days/Years)			0	0.0					
Average Duration									
City Investments	0.9%								
Side Fund Pool Inv - PD		2.000%	2.00%	30-Jun-25	582,246	582,246	582,246	582,246	28-Jun-11
Side Fund Pool Inv - FF		2.000%	2.00%	30-Jun-25	522,922	522,922	522,922	522,922	28-Jun-11
Totals					1,105,168	1,105,168	1,105,168	1,105,168	
Average Maturity (Days/Years)			2.00%						
Average Duration			1,096						
	99.1%								
Pooled Investment									
LAIF		N/A	0.86%	Demand	69,798,731	69,798,731	69,798,731	70,141,638	Various
CAMP		N/A	1.14%	Demand	54,886,708	54,886,708	54,886,708	54,886,708	Various
					124,685,439	124,685,439	124,685,439	125,028,346	
					125,790,606	125,790,606	125,790,606	126,133,513	
Totals			1.00%						
Average Maturity (Days/Years)			10.2						
30-Jun-22		Days	-12.8						

Activity Report

Source:

City of Watsonville
Investment Reports

Jun-22

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.

Marissa Duran	Patricia Rodriguez
Assistant Finance Director	Assistant Finance Manager

Portfolio Average Return	1.00%
Average Maturity (Days)	10.2
Comparative Yields:	
LAIF	0.86%
One Year Agency Note	1.63%
Six Month -Treasury Bills	2.16%

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB**
ROBERT BERRY, SENIOR UTILITIES ENGINEER

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 8, AND 9 FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT IN THE AMOUNT OF $836,872.06.**

RECOMMENDED ACTION:
Staff recommends that the City Council adopt a resolution:

1. Approving Contract Change Order numbers 7, 8, and 9 with Granite Construction Company, for the Watsonville Slough Connector Trail, Project No. PK-21-01, not to exceed $836,872.06, and directing the City Manager to execute the same, and
2. Appropriating $74,143.27 from the Park Land Impact Fee Fund (0275-932-7820-14106)

BACKGROUND:
On July 6, 2021, Council awarded the contract for the Watsonville Slough Connector Trail project to Granite Construction in the amount of $2,240,320. This work was for civil improvements of the Urban Greening Grant project at Ramsay Park, to install pedestrian and bicycle improvements, storm water enhancements, trees, and landscaping, and other park infrastructure improvements. The City Council adopted Resolution No. 190-21 CM awarding the contract.

On July 12, 2022, Council approved Change Order 4, 5, and 6 in the amount of $138,423.21 for the project. The Council adopted Resolution No. 145-22 CM approving these change orders and adding them to the contract amount.

DISCUSSION:
On August 19, 2021, the City issued a Notice to Proceed to Granite Construction. Shortly thereafter, the Parks and Community Services Department was awarded a grant from the State of California that increased the funding of the Ramsay Master Plan project by $7,000,000. This grant allowed Parks staff to realize the entirety of the Master Plan could be constructed in a few years. Previous plans were to design the entire Master plan, but construct only the Sotomayer Soccer Field upgrade, new playground, and new dog park

with the available funding, holding off on building the multipurpose softball / soccer field until adequate funding was provided. The time frame to acquire that funding was anticipated to take up ten years.

Staff realized that since the master plan work would be completed within three to four years, parts of the recently completed Watsonville Slough Connector Trail (WSCT) project would need to be removed, including areas such as bioswales that were required as part of the Urban Greening Grant. The City, in unison with their design consultant, Verde Design, decided to adjust the scope of the WSCT project to both meet the grant requirements, while making improvements to Ramsay Park that were part of the upcoming master plan. These improvements required both substantially expanding the design of the WSCT project, while de-scoping other areas that were already in the contract. With these changes, Staff believes the public is delivered a better product both in the current design and one that acts as the first phase of the Master Plan, while not wasting State and local dollars.

Council is being asked to approve three change orders. The first two address the remaining extra costs for unforeseen conditions as well as additional details that were accrued in completing the first two phases.

Whereas the contract documents identified many of the existing utilities and facilities at Ramsay Park, there were many features that were not shown, and as a result, the contractor did not anticipate encountering these obstructions. Unforeseen conditions and utilities resulted in both extra cost and time lost to the construction crew. In an effort to keep the project moving, the contractor was directed to proceed in addressing these items with the understanding that some extra compensation was due for the unscheduled time and efforts.

In addition, as work progressed, both the City's project management team and their design consultant identified areas where improvements could still be made to deliver to the public a better product, and field directives from the consultant were issued to the contractor for design alterations.

Contract Change Orders 7 and 8 reflect both of these scenarios which resulted in extra costs to the contract.

The last of the three contract change orders, CCO No. 9, presents the cost of the revised scope of work at the Nature Center lot.

Contract Change Order No. 7 - $49,655.60 – This change order covered thirteen extra work tasks that the Contractor performed on a force account basis. Work ranged from the costs to the contractor for encountering unforeseen utilities to installing conduits and sleeves for future work to providing additional paving as requested by the City.

Contract Change Order No. 8 - $17,918.46 – This change order covered thirteen extra work tasks that the Contractor performed on a force account basis. Work ranged from

relocation of temporary fencing due to additional project phasing, addressing additional details not shown in the original drawings but needed to complete the project, and compensation for the increase of asphalt oil cost due to the extended length of the project.

Contract Change Order No. 9 – $769,298.00. This change compensates the contractor for the work as described in Field Directive 9. The City is repaving the south parking lot off of Harkin Slough Rd that will serve the new Nature Center. In addition, thirteen tree wells and a new rain garden will be installed meeting the requirement of the Urban Greening Grant. The lot needed to be regraded to better flow to the raingarden. Staff also used this as an opportunity to improve the transitions from the parking lot to the trails leading to the new Nature Center Site with new concrete walkways. The infrastructure for new parking lot lights will be installed as well.

Work includes the following.

- Demolish existing asphalt parking lot and walkways
- Regrade the lot, place fabric, and baserock per detail, and place new asphalt
- Install thirteen tree wells complete with concrete curb
- Install new 736 SF rain garden, complete with catch basins and drains
- Install ten utility sleeves for future services to new Nature Center
- Place four new parking lot light foundations and associated conduit
- Place conduit for future security cameras
- Place 3,500 SF of concrete walkway
- Place 1,000 SF of decomposed granite walkway
- Provide new striping in both the new Nature Center lot and the Soccer Central lot

Staff has reviewed all three of the change orders and is requesting that they be approved and added to the contract total. To date the quality of work delivered by Granite Construction has been satisfactory, and there remains a strong working relationship between the team of the City, their design consultant, and the contractor. Approval of these change orders would deliver a good product that begins the Ramsay Park Renaissance.

STRATEGIC PLAN:
The Watsonville Slough Connector Trail project supports Strategic Plan Priorities:

- 3-Infrastructure & Environment
- 5-Community Engagement & Well-Being

FINANCIAL IMPACT:
The majority of the funds reside in account 0281-929-7820-14106 and were appropriated for this project through the approved Fiscal Year 2022-2023 budget. However, to complete the funding needed for the three change orders, staff recommends that an additional $74,143.27 be appropriated from the Park Land Impact Fee Fund (0275-932-7820-14106), which is an appropriate use of Impact Fee Funds

ALTERNATIVE ACTION:

- Change Orders 7 and 8 - There are no real alternatives for approving Change Orders 7 and 8, as that work has been completed.
- Change Order 9 - The phase for Change Order No. 9 has not started. The Council could direct staff to put this scope out to competitive bidding. This would require extensive work by the City's design consultant (Verde Design) in preparing the bid package. Construction costs savings (if any) by publicly bidding the project could be negated by the additional design consultant fees. This alternative could also delay the start of construction of the Ramsay Park Renaissance Project, anticipated in spring 2023.

ATTACHMENTS AND/OR REFERENCES (If any):
None.

RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT CHANGE ORDER NUMBERS 7, 8, AND 9 WITH GRANITE CONSTRUCTION COMPANY, FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL, PROJECT NO. PK-21-01 NOT TO EXCEED $836,872.06; AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND APPROPRIATING $74,143.27 FROM THE PARK LAND IMPACT FEE FUND

WHEREAS, on or about July 6, 2021, the City awarded bid of $2,240,320.00 to Granite Construction Company for the Watsonville Slough Connector Trail, Project No. PK-21-01; and

WHEREAS, this project required six (6) change orders due to additional work for unforeseen conditions and design improvements, totaling $357,748.16; and

WHEREAS, Change Order Numbers 7, 8, and 9 will approve extra costs for unforeseen conditions and design improvements; and

WHEREAS, Contract Change Order Numbers 7, 8, and 9 increases contract amount by $836,872.06 (from contract amount prior to this change order of $2,598,068.16 to $3,434,940.22).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving three change orders with the Granite Construction Company does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not

result in direct or indirect physical changes in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. That Contract Change Order Numbers 7, 8, and 9 with the Granite Construction Company for the Watsonville Slough Connector Trail, Project No. PK 21-01, increasing the scope of work in an amount not to exceed $836,872.06, copies of which Change Orders are attached hereto and incorporated herein by this reference, are hereby approved.

3. That the City Manager be and is hereby authorized and directed to execute Contract Change Order Numbers 7, 8, and 9 on behalf of the City of Watsonville.

4. That the budget appropriation of $74,143.27 from the Park Land Impact Fee Fund (275-932-5377) to 0281-929-7820-14106 is hereby authorized.

****

CITY OF WATSONVILLE
Public Works and Utilities Department

CONTRACT CHANGE ORDER NO: #7

Project Name: Watsonville Slough Connector Trail Project **City Project No: PK 21-01**
Contract No: #2098

Project Location: 1301 Main Street
Watsonville, CA 95076

To: Granite Construction Inc.

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described 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 Parks and Community Services Department

Change requested by: Project Manager

Description of Work:

8/3/22	**Granite Change Order No. 13 / Extra Work Cost Code 860001** Utility conflicts in Phase 2: There were numerous unforeseen utilities the contractor encountered in Phase 2. This resulted in extra work in removal of said utilities and delays in identifying these lines.	**$3,466.92**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860005** City request for additional sleeves - City staff requested that the contractor install utility sleeves under the new walkway location for future water line and electrical conduit connections.	**$1,486.00**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860013** Field Directive 04 - Sidewalk at Nature Center: Contractor placed new asphalt paving at the transition from the new walkway to the existing asphalt path that is part of the slough trail system.	**$1,041.14**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860030** Relocate Fences - Contractor was asked to relocate the temporary fence around the new outlook to accommodate the tree planting operation of Wetlands Watch.	**$468.25**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860031** Field Directive 12 - Contractor encountered main sanitary sewer line when drilling for shade structure foundation. This required extra time to identify the conflict and backfilling of excavation.	**$8,106.77**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860032** RFI 31: Details for transition entrance between the pump track and the walkway were clarified, which required construction that was not part of the original contract.	**$1,853.59**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860033** Miscellaneous clean up work at Phase 1: Contractor was requested to raise existing water meter box, remove old iron gate next to the Nature Center, reinstall no parking sign, and tarp dirt pile.	**$6,457.73**

8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860035** Miscellaneous potholing: Extra potholing was required to identify lines marked by Charter, and to identify utilities at the Nature Center parking lot prior to grinding the asphalt.	**$1,241.68**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860037** Contractor was asked to install expansion joint material at new seat wall. Nothing was called out in the detail.	**$528.25**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860039** FD 13A: Elevations is storm drain detail at the southern bioswale in Phase 2 were revised to allow for better retention during rain events.	**$5,510.88**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860040** FD 16: City requested that conduits for future electric vehicle charging stations be installed in the walkways.	**$3,399.89**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860041** RFI 86: Grades at the transition from the Nature Center parking lot	**$9,058.31**
8/3/22	**Granite Change Order No. 13/ Extra Work Cost Code 860042** Additional paving at Phase 2: Contractor was requested to demolish existing and repave two areas at walkway. At transition where walkway ends at parking lot, and to accommodate ADA access at ramp.	**$7,036.19**
	Total of Change Order No. 7	**$49,655.60**

The Original Contract Sum Was:	**$2,240,320.00**
Net Change by Previously Authorized Change Orders 1-6	**$357,748.16**
The Contract Sum Prior to this Change Order was	**$2,598,068.16**
The Contract Sum will be increased by this change Order(s) in the Amount of	**$49,655.60**
The New Contract Sum Including this Change Order will be	**$2,647,723.76**

By reason of this order the time of completion will
be adjusted as follows: To be determined.

Approved: _____
Project Manager Date

Approved: _____
Director of Parks and Community Services 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 _____ **Contractor** _____

By _____ **Title** _____

CITY OF WATSONVILLE
Public Works and Utilities Department

CONTRACT CHANGE ORDER NO: #8

Project Name: Watsonville Slough Connector Trail Project **City Project No: PK 21-01**
Contract No: #2098

Project Location: 1301 Main Street
Watsonville, CA 95076

To: Granite Construction Inc.

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described 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 Parks and Community Services Department

Change requested by: Project Manager

Description of Work:

8/3/22	**Granite Change Order No. 14 / Oil Index** Granite incurred additional costs due to the increase of the price of asphalt oil over the duration of the project. The project was scheduled to be completed in March 2022, but delays due to unforeseen conditions and changes in scope extended to project past that date.	**$3,818.36**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860013** FD 4: The walkway at the south parking lot next to the Nature Center needed to be rerouted due to conflict with existing utilities. These cost cover additional demolition, new layout, and formwork.	**$3,756.94**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860030** Per City request, the contractor relocated fence panels from the overlook trail to around the Nature Center parking lot to secure the site until Phase 3 could begin.	**$937.20**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860032** RFI 31. Contractor placed concrete at the revised transition between the pump track and the walkway.	**$2,323.53**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860037** City requested that rebar be added to the edge band detail at the bioswales next to the basketball court in Phase 2.	**$1,864.86**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860040** FD 16: Contractor installed bollards on top of the EV conduit stubbed up at the walkway for protection to and from the public.	**$937.51**
8/23/22	**Granite Change Order No. 15/ Extra Work Cost Code 860042** Miscellaneous extra work for Phase 2: Work requested of the contractor included adding spoils to the stockpile east of the soccer field, adjusting existing electrical boxes are the site, and grading the soil south of the bench seating.	**$4,280.06**
	Total of Change Order No. 8	**$17,918.46**

The Original Contract Sum Was:	**$2,240,320.00**
Net Change by Previously Authorized Change Orders 1-7	**$407,403.76**
The Contract Sum Prior to this Change Order was	**$2,647,723.76**
The Contract Sum will be increased by this change Order(s) in the Amount of	**$17,918.46**
The New Contract Sum Including this Change Order will be	**$2,665,642.22**

By reason of this order the time of completion will
be adjusted as follows: To be determined.

Approved: _____
Project Manager Date

Approved: _____
Director of Parks and Community Services 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 _____ **Contractor** _____

By _____ **Title** _____

CITY OF WATSONVILLE
Public Works and Utilities Department

CONTRACT CHANGE ORDER NO: #9

Project Name: Watsonville Slough Connector Trail Project
City Project No: PK 21-01
Contract No: #2098

Project Location: 1301 Main Street
Watsonville, CA 95076

To: Granite Construction Inc.

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described 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 Parks and Community Services Department

Change requested by: Project Manager

Description of Work:

8/25/22	**Granite Change Order No. 16 / Nature Center Parking Lot** Phase 3 / Field Directive 9: Per City request, contractor to demolish and reconfigure the Nature Center Parking lot located on the south side of Ramsay Park. Some scope is necessary to meet grant the requirements of the Urban Greening Grant. The extent of the project is as follows: Demolish existing asphalt parking lot and walkways. Regrade lot, place fabric and baserock per detail, place new asphalt. Install nine tree wells complete with concrete curb and irrigation sleeves. Install new 736 SF rain garden, complete with drain system. Ten utility sleeves for future services to new Nature Center Four new parking lot light foundations and associated conduit Conduit for future electric vehicle chargers Conduit for future security cameras 3,500 SF of new concrete walkways. 1,000 SF of decomposed granite walkway Parking lot striping for Nature Center lot and Soccer Central Lot	**$667,298.00**
8/25/22	**Granite Change Order No. 16/ Add Alternate 1** Field Directive 9: Disposal of Trash and Soil. This costs cover the disposal of the soil excavate for the construction of the rain garden. This section of Ramsay Park and its vicinity to Watsonville Slough was once used as a garbage dump. The soil needs to be taken to a special site. The City cannot take the soil at its own landfill.	**$32,000.00**
8/25/22	**Phase 3 Contingency** The City wants a revocable line item of constancy approved for any unforeseen conditions or minor changes in this phase. Any unused funds will be returned to the project budget.	**$70,000.00**
	Total of Change Order No. 9	**$769,298.00**

The Original Contract Sum Was:	**$2,240,320.00**
Net Change by Previously Authorized Change Orders 1-8	**$425,322.22**
The Contract Sum Prior to this Change Order was	**$2,665,642.22**
The Contract Sum will be increased by this change Order(s) in the Amount of	**$769,298.00**
The New Contract Sum Including this Change Order will be	**$3,434,940.22**

By reason of this order the time of completion will
be adjusted as follows: To be determined.

Approved: _____
Project Manager Date

Approved: _____
Director of Parks and Community Services 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 _____ **Contractor** _____

By _____ **Title** _____

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **COMMUNITY DEVELOPMENT DIRECTOR MERRIAM**
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR ALLEN

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTION APPROVING CONTRACT EXTENSIONS FOR CSG CONSULTANTS, INC. & 4LEAF, INC TO PROVIDE PLAN REVIEW AND INSPECTION SERVICES FOR THE CITY**

STATEMENT OF ISSUES:
Contract extensions are required in order to ensure complete and functional workflows of all Plan Review, Building Inspections, and Fire Inspections fulfillment functions

RECOMMENDED ACTION:
Staff recommends that the City Council adopt Resolutions Approving a:
1. Second Amendment to the Contract between the City and CSG Consultants, Inc. ("CSG") for building construction, fire plan review, field building inspection and supplemental permit technician services to extend the term of the Contract to June 30, 2023; and authorizing the City Manager to execute same; and
2. First Amendment with 4Leaf, Inc. ("4Leaf") for building construction, fire plan review, field building inspection and supplemental permit technician services to extend the term of the Contract to June 30, 2023 and updating the compensation rates for Fiscal Year 2022-2023; and authorizing the City Manager to execute same.

DISCUSSION:
These contracts have been in effect for the past 3 years to cover plan review and on-call supplemental inspections for the City. These contracts expired on June 30, 2022 and need to be renewed to maintain coverage of those services.

CSG's and 4Leaf's performance has been outstanding in the past, and both companies provide a high level of customer service to the communities that they have served including Watsonville. Their years of service to their City clients have clearly proven that they understand the needs of the community and are considered an extension of City staff by the development community. The basic service provided to the City by both firms is a ten-day turnaround of plan reviews for 90% of the projects. Complex or very large projects typically take an additional five to ten working days. The current contract with CSG and 4Leaf, Inc. covers services related to

plan reviews and inspection service. It includes reviews of building codes, fire codes, soils reports, and structural elements for building construction

STRATEGIC PLAN:
This request aligns with the 2021-2023 Strategic Plan by ensuring development projects are properly reviewed and evaluated to meet current building and fire code requirements. Fiscal health is maintained as the costs are a pass through for services provided.

FINANCIAL IMPACT:
There is no direct financial impact to the City, as the fees for these services are paid by the applicant to provide cost recovery of the plan review and inspection work and is collected at the time that the plan review application and permit application are submitted.

ALTERNATIVE ACTION:
City Council could choose not to extend these contracts which would cancel the previous contracts and place the full burden of responsibilities on existing staff to complete. This would cause significant delays in providing thorough and timely plan reviews and inspections.

ATTACHMENTS
None.

RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SECOND AMENDMENT TO CONTRACT BETWEEN THE CITY OF WATSONVILLE AND CSG CONSULTANTS, INC., A CORPORATION, FOR BUILDING CONSTRUCTION, FIRE PLAN REVIEW, FIELD BUILDING INSPECTION, AND SUPPLEMENTAL PERMIT TECHNICIAN SERVICES, EXTENDING THE TERM OF THE CONTRACT TO JUNE 30, 2023; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 100-20 (CM) approving Contract for Consultant Services with CSG Consultants, Inc., a corporation, to provide building construction, fire plan review, field building inspection and supplemental permit technician services, in an amount not to exceed $120,000 for FY2020-2021 and $120,000 for FY2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, on April 13, 2021, the City Council adopted Resolution No. 86-21 (CM) approving a First Amendment to the existing contract increasing the contract by $70,000 for the remainder of fiscal year 2020-2021 and $70,000 for the remainder of fiscal year 2021-2022 for a new total contract amount not to exceed $380,000, to cover additional costs for building construction, fire plan review, field building inspection, and supplemental permit technician services; and

WHEREAS, this Second Amendment will extend the contract term from June 30, 2022 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental

Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution amending the Contract with CSG Consultants, Inc., does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. This Second Amendment to Contract between the City of Watsonville and CSG Consultants, Inc., a corporation, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

3. That the City Manager is hereby authorized and directed to execute said Second Amendment for and on behalf of the City of Watsonville with minor revisions that may be approved by the City Manager and the City Attorney.

****

SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND CSG CONSULTANTS INC., A CORPORATION

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **CSG CONSULTANTS INC., A CORPORATION** (“Consultant”) this _____ day of _____, 20___. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for building construction, fire plan review, and field building inspection services dated June 24, 2020; and

WHEREAS, the original contract was in the amount not to exceed $120,000 per fiscal year 2020-2021 and $120,000 per fiscal year 2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, a First Amendment executed on April 13, 2021 in an amount not to exceed $70,000 for the remainder of fiscal year 2020-2021 and $70,000 for the remainder of fiscal year 2021-2022 for a new total contract amount not to exceed $380,000, to cover additional costs for building construction fire plan review, and field building inspection services; and

WHEREAS, a Second Amendment to the existing contract is requested in order to extend the timeline of the contract to June 30, 2023 inclusive; and

WHEREAS, the Second 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 2 is hereby amended to add the following:

"Section 2 entitled "Term of Contract" of the Contract is hereby amended to read, "The term of this Contract shall be from July 1, 2020 to June 30, 2023, inclusive."

All other terms and conditions of the Contract dated June 24, 2020, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

By_____
Rene Mendez, City Manager

CSG CONSULTANTS INC.,
A CORPORATION

By_____
Cyrus Kianpour, President

ATTEST:

By_____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By_____
Samantha W. Zutler, City Attorney

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 4LEAF, INC., FOR BUILDING CONSTRUCTION, FIRE PLAN REVIEW, FIELD BUILDING INSPECTION, AND SUPPLEMENTAL PERMIT TECHNICIAN SERVICES, EXTENDING THE TERM OF THE CONTRACT TO JUNE 30, 2023, UPDATING THE COMPENSATION RATES FOR FY2022-2023; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 101-20 (CM) approved a Contract for Consultant Services with 4Leaf, Inc. a corporation, to provide building construction, fire plan review, field building inspection, and supplemental permit technician services, in an amount not to exceed $30,000 for FY2020-2021 and $30,000 for FY2021-2022, with an expiration date of June 30, 2022; and

WHEREAS, this First Amendment will extend the term of the contract from June 30, 2022, to June 30, 2023, and update the compensation rates for FY2022-2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving First Amendment to Contract with Power Engineers Incorporated does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. This First Amendment to Contract between the City of Watsonville and 4Leaf, Inc. a corporation, a copy of which First Amendment is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby approved.

3. The City Manager is hereby authorized and directed to execute said First Amendment for and on behalf of the City of Watsonville with minor revisions that may be approved by the City Manager and the City Attorney.

****

FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND 4LEAF, INC.

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **4LEAF, 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 for building construction, fire plan review, and field building inspection services dated June 24, 2020; and

WHEREAS, the original contract was in an amount not to exceed $30,000 per fiscal year 2020-2021 and $30,000 per fiscal year 2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, a First Amendment to the existing contract is requested in order to extend the timeline of the contract to June 30, 2023 inclusive; and

WHEREAS, the First Amendment will provide the Consultant’s fiscal year 2022-2023 Fee Schedule and Basis of Charges; and

WHEREAS, the First 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 2 is hereby amended to add the following:

"Section 2 entitled “Term of Contract” of the Contract is hereby amended to read, “The term of this Contract shall be from July 1, 2020 to June 30, 2023, inclusive.”

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide the Consultant's fiscal year 2022-2023 Fee Schedule and Basis of Charges specified in Exhibit "C" entitled "First Amendment to Compensation", which is attached hereto and incorporated herein."

All other terms and conditions of the Contract dated June 24, 2020, 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_____
Rene Mendez, City Manager

ATTEST:

By_____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By_____
Samantha W. Zutler, City Attorney

4LEAF, INC.

By_____
Kevin J. Duggan, President

4LEAF, INC.
ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Watsonville
All Rates are Subject to Basis of Charges

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	Plan Review Percentage Cost: 68% Plan Review Hourly Cost: $120 Non-Structural Review $145 Structural Review **Percentages excludes Civil & Fire plan review, which is billed on an hourly basis.* **Fee includes initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.* ** Fee includes shipping, courier, and electronic service.*

Staff Augmentation Services

Interim Chief Building Official	$150/hour
On-Site Plan Review Engineer	$145/hour
On-Site Non-Structural Plans Examiner	$120/hour
Civil Review	$155/hour
Senior Lead Inspector	$130/hour
Certified Building Inspector I	$95/hour
Certified Building Inspector II	$108/hour
Commercial Inspector/Building Inspector III	$118/hour
Code Enforcement Officer	$95/hour
Senior Code Enforcement Officer	$118/hour
Administrative Support	$65/hour
Permit Technician	$73/hour
Senior Permit Technician	$83/hour
Permit/Counter Manager	$99/hour
Fire Review	$155/hour
Fire Inspector I	$110/hour
Fire Inspector II	$130/hour
Fire Prevention Officer	$145/hour
Fire Protection Engineer	$175/hour
Inspector of Record (including DSA or OSHPD)	$138/hour
Public Works Inspector	$155/hour
OSHPD Inspection/Review	$140/hour
CASp Inspection/Review	$155/hour
Principal Planner	$162/hour
Senior Planner	$148/hour

Associate Planner	$130/hour
Assistant Planner	$120/hour
Planning Technician	$95/hour
Project Manager	$179/hour
Director	$187/hour
Principal-in-Charge	$195/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed in Section 4: Professional Services Fees.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and two (2) rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and two (2) rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2022-2023 contract period. 3% escalation for FY2023-2024 is negotiable per market conditions.
    - This fee structure takes effect July 1, 2022. Plan review rates shall be charged by the date of the invoice, not the date of assignment.
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8 hours M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8 hours Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*

- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
    - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB**
ROBERT BERRY, SENIOR UTILITIES ENGINEER

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTION APPROVING SECOND AMENDMENT TO THE AGREEMENT WITH VERDE DESIGN, INC., FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT IN THE AMOUNT OF $161,300**

RECOMMENDED ACTION:
Staff recommends that the City Council adopt a resolution approving the second amendment to a professional services contract between the City of Watsonville and Verde Design, Inc., a corporation, adding to Scope of Work, increasing contract compensation by $161,300.00, and to extending the term of the contract to June 30, 2023; and authorizing and directing the City Manager to execute the same.

BACKGROUND:
Verde Design, Inc. was contracted in 2019 to provide design services to the City to develop construction documents, plans, and specifications for the Watsonville Slough Connector Trail Project at Ramsay Park that is partially funded by an Urban Greening Grant from the California Natural Resources Agency. The project consists of adding trails, sidewalks, trees, irrigation, landscaping, signage, pedestrian and bicycling improvements, as well as other green infrastructure at Ramsay Park. The purpose of the project is to enhance access and safety for park users and non-vehicular commuters, as well as enhance the environment and provide educational opportunities to the public. A first amendment to the contract was approved by the Council on July 6, 2021 (Resolution No. 189-21 (CM)) increasing the contract amount by $28,500 and extending the term to address design delays due to Covid-19 and to add design services for grant required signage.

DISCUSSION:
Construction of the Watsonville Slough Connector Trail (WSCT) project was formally bid out in the Spring of 2021. On August 19, 2021 a Notice to Proceed was issued to Granite Construction. Shortly thereafter, the Parks and Community Services Department was awarded a grant from the State of California that increased the funding of the Ramsay Master Plan project by $7,000,000. This grant allowed Parks staff to realize the entirety of the Master Plan

could be constructed in a few years. Previous plans were to design the entire Master plan, but construct only the Sotomayer Soccer Field upgrade, new playground, and new dog park with the available funding, holding off on building the multipurpose softball / soccer field until adequate funding was provided. The time frame to acquire that funding was anticipated to take up to ten years.

Staff realized the since the master plan work would be completed with three to four years, parts of the recently completed Watsonville Slough Connector Trail project would need to be removed, including areas such as bioswales that were required as part of the Urban Greening Grant. The City, in unison with their design consultant, Verde, decided to adjust the scope of the WSCT project to both meet the grant requirements, while making improvements to Ramsay Park that were part of the upcoming master plan. These improvements required both substantially expanding the design of the WSCT project, while de-scoping other areas that were already in the contract. With these changes, Staff believes the public is delivered a better product both in the current design and one that acts as the first phase of the Master Plan, while not wasting State and local dollars.

The consultant proceeded with this expanded scope on an hourly basis based on rates outlined in the contract. This enhanced design produced two phases, following the construction of the original Phase 1:

Phase 2: The work was redesigned from the original Phase 2, which included the installation of new raingardens and the slurry coat on the existing parking lot and sports courts. Those items were either deleted or relocated, and the focus of this phase was to provide a new asphalt paving basketball court complete with bench seating and raingardens. Design and construction of the court was initially to be included in the Ramsay Master Plan, but staff believed the revised WSCT project presented a strong opportunity to get the court built earlier. Along with the basketball court, part of the original design of the WSCT project was also addressed during this phase as well.

Phase 3: The scope of this phase includes both meeting grant criteria, as well as making improvements that will benefit the future Ramsay projects. Design includes repaving the south parking lot off of Harkin Slough Rd. that will serve the new Nature Center. Thirteen tree wells and a new rain garden will be installed, meeting the requirement of the Urban Greening Grant. The City and their consultant are also using this as an opportunity to improve the transitions from the parking lot to the trails leading to the new Nature Center Site with new concrete walkways. The design also includes new and relocated parking lot lights and infrastructure for security cameras.

Staff had directed Verde to proceed with these design changes to keep the project moving forward. Attached is their proposal for Additional Services No 2, dated August 25, 2022, in the amount $161,300. This includes construction administration during the construction of Phase 3, added site meetings, and project closeout.

Staff has reviewed the scope of work of Additional Service No. 2 and is requesting its approval. This will compensate the consultant for their services on the expanded WSCT projects as the

City begins to move forward with the design and eventual construction of the Ramsay Park Renaissance Master Plan.

STRATEGIC PLAN:
The Watsonville Slough Connector Trail project supports Strategic Plan Priorities:

- 3-Infrastructure & Environment
- 5-Community Engagement & Well-Being

FINANCIAL IMPACT:
Sufficient funds for this amendment reside in account 0281-929-7820-14106 and were appropriated for this project through the Fiscal Year 2022-2023 budget.

ALTERNATIVE ACTION:
There are no real alternatives for approving Amendment No. 2. The majority of the work contained the scope has been completed as the project progressed.

ATTACHMENTS AND/OR REFERENCES (If any):

1) Verde Design letter dated August 25, 2022 requesting additional design services.

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT BETWEEN CITY OF WATSONVILLE AND VERDE DESIGN, INC., A CORPORATION, TO INCREASE CONTRACT COMPENSATION BY $161,300.00, AND TO EXTEND THE TERM OF THE CONTRACT TO JUNE 30, 2023; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on October 8, 2019, Council adopted Resolution No. 153-19 (CM) approving Contract for Consultant Services with Verde Design, Inc., for the landscape architectural design services for the Watsonville Slough Connector Trail Project at Ramsay Park, in an amount not to exceed $303,116; and

WHEREAS, on July 6, 2021, Council adopted Resolution No. 189-21 (CM) approving the First Amendment to the Contract with Verde Design, Inc., increasing the total contract amount by $28,500.00 and bringing the total amount of the contract to $331,616.00; and

WHEREAS, § 3-5.170 of the Municipal Code provides that amendments to contracts that reasonably relate to the scope of the original contract, are based on post-award information that requires modification of the contract based on unforeseen conditions and changes in scope and were originally approved by Council shall be approved by Council; and

WHEREAS, this Second Amendment to Contract will add to the Scope of Work, increase contract compensation by $161,300.00, and extend the contract term to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California

Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution amending a contract does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. This Second Amendment to Contract between the City of Watsonville and Verde Design, Inc., a corporation, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

3. The City Manager is hereby authorized and directed to execute said Second Amendment for and on behalf of the City of Watsonville with minor revisions that may be approved by the City Manager and the City Attorney.

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SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND VERDE DESIGN, INC.

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Verde Design, Inc.** ("Consultant") this 13th day of September, 2022. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract for the Watsonville Slough Connector Trail Project at Ramsay Park dated October 9, 2019;

WHEREAS, the City and Consultant have previously executed a First Amendment to Consultant Services Contract for the Watsonville Slough Connector Trail Project at Ramsay Park dated July 6, 2021;

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 Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract. Contract end date to extend to June 30, 2023.

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of One hundred sixty one thousand, three hundred Dollars ($161,300) for professional services.

All other terms and conditions of the Contract dated October 9, 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 **VERDE DESIGN, INC.**

By_____ By_____
Rene Mendez, City Manager Derek McKee, Principal

ATTEST:

By_____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By_____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

SECOND AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

Provide project oversight and general project management for additional services and extended construction assistance. Services include: phasing study and descoping plan for the integration of the Ramsay Park Renaissance Project; extension of general project management and coordination with grant requirements, integration with other improvements carried out by the City staff such as water mainline realignment and other improvement projects including the Exploration Center.

1. Integrate new city mainline routing plan into the WSCT contract documents.
2. Preparation of Field Directives due to field conditions revealed in construction including retaining wall extension, plaza grades, south walk adjustment, maintenance road grades, accessible parking and utility conflicts.
3. Extension of construction assistance including meetings, coordination, supplemental submittal review and response to requests for information.

<u>Phase Two</u>

1. Provide complete design development to construction document package (03.17.2022) for Basketball Court and Surrounds. Contract Documents include:
    a. Demolition Plan
    b. Grading Plan
    c. Drainage Plan
    d. Irrigation Plan
    e. Layout Plan
    f. Materials Plan
    g. Sections (2 sheets)
    h. Construction Details (3 sheets)
    i. EV station stub out/sleeving

2. Provide supplemental documents for accessible route to Overlook (03.21.2022)
    a. Demolition Plan
    b. Grading Plan
    c. Drainage Plan
    d. Layout Plan
    e. Materials Plan

3. Extension of construction assistance including meetings, coordination, response to RFI.

<u>Phase Three</u>

1. Provide complete design development to construction document package (06.15.2022) and VE (08.02.2022) for South Parking Lot and Surrounds. Coordinate lighting, irrigation and future utilities for Watsonville Ramsay Park Renaissance and Exploration Center. Contract Documents include:
    a. Demolition Plan

b. Grading Plan & Calculations
c. Drainage & Utilities Plan
d. Layout Plan
e. Materials Plan
f. Striping Plan
g. Construction Details (2 sheets)
h. Light Pole Foundation

2. Extension of construction assistance including meetings, coordination, response to RFI.

Project Close Out allow:

1. Site visits including kick off meeting for phase 3, one progress meeting and one punch list walk. Final acceptance and turn over items to be provided by City.
2. Respond to RFI, materials submittals and clarifications allow 12 hours.
3. Final project close out.

Optional Services - Additional Community, Commission or City Council presentations, cost estimates, revision or additional project phasing, engagement of other disciplines such as electrical or structural services.

Charge Rate Schedule

Effective until December 31, 2022

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	$255.00 per hour
Project Manager/Construction Manager	
Level Four	$240.00 per hour
Level Three	$220.00 per hour
Level Two	$180.00 per hour
Level One	$165.00 per hour
Project Engineer	
Level II	$180.00 per hour
Level I	$165.00 per hour
IT Manager	$180.00 per hour
CAD Manager	$175.00 per hour
Project Designer	$160.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$150.00 per hour
Draftsperson Level II	$145.00 per hour
Draftsperson Level I	$140.00 per hour
Project Administrator	$85.00 per hour
Intern	$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PUBLIC WORKS & UTILITIES DIRECTOR DI RENZO**
RYAN SMITH, WASTEWATER DIVISION MANAGER

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **AUTHORIZATION OF A PURCHASE ORDER FOR SOLE SOURCE PURCHASE WITH TROJAN TECHNOLOGIES GROUP ULC, FOR SPARE PARTS NEEDED IN THE WATER RECYCLING FACILITY FOR A NOT TO EXCEED AMOUNT OF $150,492.52 (WHICH INCLUDES A 5% CONTINGENCY)**

STATEMENT OF ISSUES:
Annual maintenance is being scheduled for the City's Recycled Water Facility and an inventory of spare parts must be purchased for this activity as well as ongoing maintenance throughout the year. Staff is requesting a sole-source purchase of proprietary spare parts from Trojan Technologies Group ULC.

RECOMMENDED ACTION:
Adopt a resolution authorizing the sole source[1] purchase order with Trojan Technologies Group ULC, a corporation, for the purchase of proprietary spare parts for the Recycled Water Facility in the amount of $150,492.52 ($143,326.21 plus 5% contingency of $7,166.31) from the Wastewater Enterprise Fund for Fiscal Year 22/23. The contract will not be competitively bid for the reasons set forth in this report.

DISCUSSION:
The City owns and operates a wastewater recycling facility (the Recycled Water Facility) that produces and delivers irrigation water to the Pajaro Valley Water Management Agency (PVWMA), and PVMWA reimburses the City for costs associated with operating the facility. The system as a whole contains various treatment processes, one of which is a Trojan brand ultraviolet (UV) disinfection system used to disinfect the recycled water consistent with State regulations. Major maintenance is performed once per year, and routine maintenance is

[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)."

required on an ongoing basis that requires a supply of proprietary spare parts. These parts can only be purchased through Trojan Technologies.

STRATEGIC PLAN:
This purchasing agreement is consistent with the Strategic Plan Priority:

3 – Infrastructure & Environment

FINANCIAL IMPACT:
Funds for this purchase are available in the Wastewater Enterprise Fund budget account number 0710-532-7324 for Water Recycling.

ALTERNATIVE ACTION:
None at this time due to the proprietary nature of these parts.

ATTACHMENTS AND/OR REFERENCES (If any):
1) Trojan Technologies Group ULC Price Quotation

QUOTATION
QO0000398

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CITY OF WATSONVILLE
500 CLEARWATER LANE
WATSONVILLE CA 95076-9556
UNITED STATES

Ship to
CITY OF WATSONVILLE
500 CLEARWATER LANE
WATSONVILLE CA 95076-9556
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : HEATHER WILCOX
Customer No. : 100003679
Reference : Watsonville parts quote
Quote Date : 07-28-2022
Quote Expiry Date : 08-27-2022

Michael Wagoner
831-768-3181
Freight ID 6263

Line	Project / Item / Description	Quantity	Price / Discount %		Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
		2.00	3,614.00/	EA	3,614.00	9.00%	
10	015229				7,228.00	650.52	7,878.52
	SENSOR ASSY, UV3+						
		300.00	12.00/	EA	12.00	9.00%	
20	327021				3,600.00	324.00	3,924.00
	SEAL, WIPER UV3+						
		6.00	1,046.00/	EA	1,046.00	9.00%	
30	917341-200				6,276.00	564.84	6,840.84
	LAMP DRIVER KIT,SMD W/AL EC						
		20.00	17.50/	EA	17.50	9.00%	
40	327095P				350.00	31.50	381.50
	PLUG, RUBBER WIPER FILLER						
		2.00	360.50/	CS	360.50	9.00%	
50	901507				721.00	64.89	785.89
	CLEANER, ACTICLEAN GEL 4X4L						
		1.00	65.50/	EA	65.50	9.00%	
60	326085				65.50	5.90	71.40
	SRV-HYD FLUID, WATER GLYCOL						
		50.00	552.00/	EA	552.00	9.00%	
70	316136-004				27,600.00	2484.00	30,084.00
	SLEEVE, QTZ UV3+ 28x25x19504PK						
		1.00	18.00/	EA	18.00	9.00%	
80	901376P				18.00	1.62	19.62
	SPRING, COMPRESSION SST						
		2.00	1,545.00/	EA	1,545.00	9.00%	
100	327122-050				3,090.00	278.10	3,368.10
	SEAL KIT, UV3+07 CAN 050 BULK						

```
Bulk seal kit of 50 of each part in kit
```

QUOTATION
QO0000398

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Line	Project / Item / Description	Quantity	Price / Discount %		Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
		200.00	407.50/	EA	407.50	9.00%	
110	794447-0YW LAMP P, GA64T6HE FLAT BASE				81,500.00	7335.00	88,835.00
		1.00	1,043.43/	EA	1,043.43	9.00%	
120	FREIGHT FREIGHT & HANDLING Freight Quote 6263 88x41x30 675 pounds				1,043.43	93.91	1,137.34

	Goods	130,448.50	Discount	0.00	Tax Amount	Total	USD
	Costs	1,043.43	Subtotal	131,491.93	11,834.28	143,326.21	

QUOTATION
QO0000398

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website https: www.trojantechnologies.com/sales-terms-conditions/

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SOLE SOURCE PURCHASE ORDER WITH TROJAN TECHNOLOGIES GROUP ULC, A CORPORATION, FOR THE PURCHASE OF PROPRIETARY SPARE PARTS FOR THE RECYCLED WATER FACILITY, IN AN AMOUNT NOT TO EXCEED $150,492.52 (WHICH INCLUDES A 5% CONTINGENCY)

WHEREAS, competitive 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 supplies and materials which are 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, City staff is requesting a sole source purchase of proprietary spare parts from Trojan Technologies Group ULC;

WHEREAS, the equipment, supplies and nonprofessional services described are unique and available only from one source, and match existing equipment or supplies already in use at the City's Wastewater Treatment Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving a sole source purchase agreement for the purchase of spare parts used for the Recycled Water Ultraviolet Disinfection System does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable

indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. The Council finds that the purchase of the spare parts used for the Recycled Water Ultraviolet Disinfection System is available from one source that meets the needs of the City (also known as a sole source purchase).

3. 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.

4. That a sole source purchase order with Trojan Technologies Group ULC, a corporation, in the amount of $143,326.21 is hereby approved.

5. A 5% contingency of $7,166.3 is hereby authorized and may be utilized if necessary, for a total amount not to exceed $150,492.52 for FY22-23.

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Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB**
IMELDA NEGRETE, RECREATION SUPERINTENDENT

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTIONS TO APPROVE AGREEMENT WITH PVUSD FOR EXPANDED LEARNING OPPORTUNITY PROGRAM AND FIRST AMENDMENT TO AGREEMENT, IN THE AMOUNT OF $300,000 AND APPROPRIATE THE FUNDS FOR SUCH AGREEMENTS**

RECOMMENDED ACTION:
Staff recommends that the City Council adopt resolutions:

1. Approving a Site Service Agreement / Short Term Agreement between the City of Watsonville and the Pájaro Valley Unified School District (PVUSD) to provide a before school program through the District's Expanded Learning Opportunities Program (ELOP) in an amount not to exceed $22,000; and
2. Approving First Amendment to Agreement between the City and PVUSD, adding to the Scope of Work, increasing compensation to the City in an amount not to exceed $300,000, and extending the contract term from September 30, 2022 to June 30, 2023, and
3. Authorizing and directing the City Manager to execute same, and
4. Appropriating $300,000 in revenue from PVUSD to the City's General Fund.

BACKGROUND:
Beginning this 2022-2023 academic school year, PVUSD will be receiving an additional $14 million in state funding to provide at least 50% of district students with enrichment programs in the before and after school hours through a new Expanded Learning Opportunity Program (ELOP). The nine-hour school day will consist of 6.5 hours of instruction and 2.5 hours of enrichment. The Parks and Community Services Department (PCS) and other youth service providers are working closely with PVUSD to shape the structure and content provided through this new opportunity to best serve the needs of our community's youth. The District's parent survey on this topic revealed a want and need for many of the programs that PCS offers, such as swimming, intramural sports, leadership development, PAL and science related programs.

By working together with PVUSD and other partners, there is an opportunity to dramatically shift the landscape of how before and afterschool programs are provided in Watsonville to collectively serve more students (8,000+) through engaging and asset building programs. This

could mean shifting our focus away from programs for elementary aged youth that take place at our City recreation facilities (e.g. Youth Center, PAL and Science Workshop) to a heavier focus on programs that meet students and families where they are, on school campuses. This could free up resources to reinvent our recreation facilities to become hubs for programs specifically designed for middle and high school age youth. Planning for this began over the summer and is continuing to grow and shift as we enter the school year.

On August 1, 2022, the City entered into an agreement with PVUSD to provide before school programming for kindergarten students through the Expanded Learning Opportunities Program. This agreement was signed by the City Manager and is now presented to the Council for approval as the First Amendment increases the contract amount and now requires City Council approval.

DISCUSSION:
During the previous academic year, the Parks and Community Services Department assisted PVUSD with staffing its extended learning program sites with City employees and has requested assistance in this program once again at their elementary and middle school sites. In addition to assistance in staffing the extended learning sites, PVUSD is also requesting assistance of program implementation during the lunch hour. PCS/PAL Teammates have knowledge of program supervision, activity planning and implementation and are able to assist with these programs.

During school breaks, the City has also collaborated with PVUSD in previous years to assist with the childcare services and programming via school break day camps. PVUSD will provide financial support for up to 80 students wishing to enroll in City day camps. The City will reserve those camp slots for PVUSD.

This first amendment includes the following changes to the existing agreement:

- Extension of the agreement through June 30, 2023.
- Programs to be included in the amended agreement include lunch time activity programming through PAL, extended learning program staffing and school break day camps staffing and registration slots for PVUSD students.
- Pájaro Valley Unified School District obligations are amended to increase compensation to City by $278,000 to not exceed $300,000.

STRATEGIC PLAN:
This collaboration supports the Strategic Plan goal of 05 - Community Engagement and Well-Being by leveraging resources and strengthening community partnerships through youth programs that build developmental assets and improve the quality of life.

FINANCIAL IMPACT:
All costs associated with these services will be paid entirely by PVUSD. Revenue and expenditures will be applied as follows:

- Revenue: 683-5249-00000: $300,000
- Expenses: 683-7011-09050: $45,000
  683-7021-09050: $205,000
  683-7533-09050: $50,000

ALTERNATIVE ACTION:
The Council could elect not to approve this contract and the services would not be offered.

ATTACHMENTS AND/OR REFERENCES (If any):
None.

RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A SITE SERVICES AGREEMENT / SHORT-TERM BETWEEN THE CITY OF WATSONVILLE AND THE PÁJARO VALLEY UNIFIED SCHOOL DISTRICT IN THE AMOUNT OF $22,000, TO PROVIDE BEFORE SCHOOL CARE THROUGH THE EXPANDED LEARNING OPPORTUNITIES PROGRAM FOR FISCAL YEAR 2022-2023, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND APPROPRIATING SUCH FUNDS TO THE GENERAL FUND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving agreement with PVUSD does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. That the Site Services Agreement / Short-Term between the City of Watsonville and the Pájaro Valley Unified School District (PVUSD), for Before School Care through the District’s Expanded Learning Opportunities Program for FY22-23, in an amount not to exceed $22,000, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

3. That the City Manager be and is hereby authorized and directed to execute said Agreement and any amendments thereto, and all required documents for and on behalf of the City of Watsonville.

4. That the budget appropriation of $22,000 to the General Fund [0150] is hereby authorized.

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SITE SERVICES AGREEMENT / SHORT-TERM
(INDEPENDENT CONTRACTOR)

This Site Services Agreement ("Agreement") is made as of 8/2/2022 | 8:50 AM PDT, 2022, between the PAJARO VALLEY UNIFIED SCHOOL DISTRICT ("District") and City of Watsonville Parks and Community Services ("Contractor") (together, "Parties").

1. **Services**. The Contractor shall furnish to the District Provide before school program through the Expanded Learning Opportunities Program services, as further detailed in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services"), at Callaghan Cultural Center, located at 225 Sudden Street Watsonville CA 95076 ("Site").

   1.1. District compensation to the Contractor shall **not exceed $22,000 (Twenty-two thousand dollars and no cents.)** inclusive of any costs or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

   1.2. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services. District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. Contractor shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing the Services.

2. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

   ☐ Contractor does not employ anyone in the manner subject to the workers' compensation laws of California; or

   X Prior to commencing Services under the Agreement, Contractor has submitted and the District approved the Workers' Compensation Certification, attached hereto and incorporated herein by this reference.

3. **PERS and STRS Compliance.** If Contractor is an individual, Contractor must answer the following (Contractors that are business entities may disregard):

   Are you now, or have your ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS)?

   ☐ No ☐ Yes. If yes, ☐ PERS or ☐ STRS. ☐ Retired PERS or STRS

   ☐ I certify that all Services shall be rendered at times other than my regular assigned workday at that agency.

   Note: Individuals paid as a consultant but later hired by District as an employee will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consult fees earned in the year.

4. **Fingerprinting. Contractor and the Contractor Parties shall only have limited or no contact with District students at all times during the Term of this Agreement.**

Contractor will be in the immediate presence of a District staff member should Contractor have contact with students while conducting the Services.

5. **Confidentiality**. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall survive termination of this Agreement.

6. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. **Termination by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

9. **Limitation of District's Liability**. District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

10. **Contractor's Insurance**. Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **SEE EXHIBIT B FOR INSURANCE LIMITS AND DOCUMENTATION PROVIDED BY THE CITY OF WATSONVILLE.** Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

11. **Compliance with Laws; Effect of Noncompliance**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations.

12. **Labor Code Requirements.** If applicable, Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per

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diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

12.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

12.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Services under this Agreement, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Agreement (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment.

12.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Services.

12.4. Labor Compliance: Contractor shall perform the Services while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

13. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by District's Board of Education.

14. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.

15. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action

against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

16. **Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

17. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. **Assignment**. Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.

19. **Severability; Provisions Required by Law**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together, including electronically sent and scanned signatures, shall be construed as one document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Dated: 8/1/2022 | 10:55 AM CDT, 20___

Pajaro Valley Unified School District
ATTN: Richard Arellano
294 Green Valley Road
Watsonville, CA 95076
(831) 786-2100
EMAIL: richard_arellano@pvusd.net

DocuSigned by:
SIGNATURE [illegible]

Richard Arellano
PRINT NAME

Purchasing Director
PRINT TITLE

CONTRACTOR:

Dated: 8/1/2022 | 6:13 PM PDT, 20___

CITY OF WATSONVILLE
275 Main Street, Suite 400
WATSONVILLE, CA 95076
PH: 831-768-3240
EMAIL: pcs@cityofwatsonville.org

DocuSigned by:
Rene Mendez
SIGNATURE [illegible]

Rene Mendez
PRINT NAME

City Manager
PRINT TITLE

ATTEST:
DocuSigned by:
Irwin L. Ortiz
SIGNATURE 95926F9A882E4FA...

Irwin Ortiz
PRINT NAME

City Clerk
PRINT TITLE

APPROVED AS TO FORM:

DocuSigned by:
Samantha Zutler
SIGNATURE [illegible]

Samantha Zutler
PRINT NAME

City Attorney
PRINT TITLE

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EXHIBIT A

Scope of Services

The City of Watsonville Parks and Community Services Department will be collaborating with the Pajaro Valley Unified School District (PVUSD) in providing a before school program for up to forty (40) kindergarten students at the Callaghan Cultural Center (225 Sudden Street, Watsonville, CA 95076) through the PVUSD's Expanded Learning Opportunity Program during the 2022-2023 academic calendar year. Program will commence on August 15, 2022 and will follow the PVUSD student instructional calendar consisting of 34 instructional days, with end date of September 30, 2022. Program hours will be 8:00-11:00a.

Through the Expanded Learning Opportunity Program, the City of Watsonville will also be offering one (1) additional Saturday available to TK-6th grade students. Programming at Callaghan Park will be available during this Saturday from 9:00am - 6:00pm to up to forty (40) students. Tentative dates for this Saturday is:

- September 24, 2022

PVUSD Responsibilities:

- Will enroll students
- Will provide breakfast for registered participants
- Will provide transportation from program site to school

City of Watsonville Responsibilities:

- Will provide a facility to house registered participants
- Will serve breakfast to registered participants
- Will provide academic and enrichment programming as required by program funding

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Agreement.

Date: 8/1/2022 | 6:13 PM PDT

Proper Name of Contractor: City of Watsonville

Signature: DocuSigned by: Rene Mendez 118BE0875171410...

Print Name: René Mendez

Title: City Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

PREVAILING WAGE CERTIFICATION
(Public Works Projects Only)

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Services under the Agreement, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

Contractor's employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: 8/1/2022 | 10:55 AM CDT

District Representative's Name and Title: Richard Arellano Director of Purchasing

District Representative's Signature: DocuSigned by: 460BACBF2962418...

X The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto."*

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 8/1/2022 | 6:13 PM PDT

Name of Contractor: City of Watsonville

Signature: DocuSigned by: 118BE0675171410...

Print Name and Title: René Mendez, City Manager

RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIRST AMENDMENT TO SITE SERVICES AGREEMENT / SHORT-TERM BETWEEN THE CITY OF WATSONVILLE AND THE PÁJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD), TO PROVIDE SERVICES THROUGH THE DISTRICT'S EXPANDED LEARNING OPPORTUNITIES PROGRAM FOR FISCAL YEAR 2022-2023, ADDING TO THE SCOPE OF WORK, INCREASING COMPENSATION IN AN AMOUNT NOT TO EXCEED $278,000; EXTENDING THE CONTRACT TERM TO JUNE 30, 2023; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND APPROPRIATING $278,000 IN REVENUE FROM PVUSD TO CITY GENERAL FUND

WHEREAS, on August 1, 2022, the City entered into an Agreement with the PVUSD to provide before school programming for kindergarten students through the Districts' Expanded Learning Opportunities Program; and

WHEREAS, PVUSD has requested to amend the original Agreement to include services for elementary and middle school students.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving agreement with PVUSD does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it

can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. That the First Amendment to Agreement between the City of Watsonville and the Pájaro Valley Unified School District, adding to the scope of work, increasing compensation for an additional $278,000 for a cumulative contract amount not to exceed $300,000; and extending the contract term from September 30, 2022 to June 30, 2023, to provide services for the District's Expanded Learning Opportunities Program, a copy of which First Amendment is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby approved.

3. That the City Manager be and is hereby authorized and directed to execute said Amendment for and on behalf of the City of Watsonville.

4. That the budget appropriation of $278,000 to the General Fund [0150] is hereby authorized.

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FIRST AMENDMENT TO SITE SERVICES AGREEMENT
BETWEEN THE CITY OF WATSONVILLE
AND PAJARO VALLEY UNIFIED SCHOOL DISTRICT

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Pajaro Valley Unified School District** (“Consultant”) this 13th day of September, 2022. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Site Services Agreement dated August 2, 2022 (“Agreement”);

WHEREAS, the Consultant has added additional tasks to the work program of the causing additional cost and time to the project completion; and

WHEREAS, the amendment of the Site Services Agreement is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Agreement shall be amended as follows:

1. Section 1 is hereby amended to add the following sentence:

" 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 Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

2. Exhibit A, Scope of Services, attached to the Agreement is hereby amended to delete the last sentence in the first paragraph and replace that sentence to read as follows:

“**Program will commence on August 15, 2022 and will follow the PVUSD student instructional calendar, with the end date of June 30, 2023.**”

3. Section 1.1 is hereby amended to provide an additional amount of compensation of ***Two Hundred Seventy-Eight Thousand Dollars***

($278,000) for professional services and shall be deleted and replaced in its entirety to read as follows:

"**District compensation to the Contractor shall not exceed $300,000 (Three-Hundred Thousand Dollars and no cents) inclusive of any costs or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed**."

All other terms and conditions of the Agreement dated August 2, 2022 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_____
Rene Mendez, City Manager

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

By_____
Richard Arellano, Purchasing Director

ATTEST:

By_____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By_____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The City of Watsonville Parks and Community Services Department will be collaborating with the Pajaro Valley Unified School District (PVUSD) in providing:

1. A before school program for Transitional kindergarten and kindergarten students
2. Lunchtime Activities
3. Afterschool Extended Learning Programs
4. Saturday day Camps
5. School Break Camps

All services, except for School Break Camps, will be billed based on actual time and materials, with an additional 15% for Administrative Costs. These services will be billed to PVUSD every three months, beginning in November for August, September and October.

School Break Camps will be billed based on PCS's advertised resident rate per student/participant at the conclusion of each camp.

Pajaro Valley Unified School District Responsibilities:

Before School Program

- Enroll students
- Provide breakfast for registered participants
- Provide transportation from program site to school

Lunch Time Activities

- Provide a designated space for programs
-

Extended Learning Program

- Enroll students in program

Saturday Day Camps

- Refer up to forty (40) students to City of Watsonville camps

School Break Camps

- Refer up to eighty (80) students to City of Watsonville camps.
- Confirm with City the number of students that will attend at least three weeks prior to commencement of camp.

City Responsibilities:

Before School Program

- Provide a before school program and all necessary facilities, staffing and materials for up to forty (40) kindergarten students at the Callaghan Cultural Center (225 Sudden Street, Watsonville, CA 95076) with a schedule that follows the PVUSD student instructional calendar consisting of 146

instructional days, with end date of June 2, 2023. Program hours will be 8:00am–11:00am.
- Serve breakfast to registered participants
- Provide academic and enrichment programming as required by program funding

Lunch Time Activities
- Provide enrichment activities during the lunch period at assigned schools.
- Provide two teammates during the lunchtime period.

Extended Learning Program
- Provide staffing, as needed, to assist PVUSD staff in programs

Saturday Day Camps
- Provide daily camp programming and all necessary facilities, staffing and materials on five (5) Saturdays available to TK-6th grade students. Programming at Callaghan Park will be available during those 5 Saturdays from 9:00am – 6:00pm to up to forty (40) students. Tentative dates for these Saturdays are:
  - October 22, 2022
  - November 19, 2022
  - December 10, 2022
  - February 25, 2023
  - March 18, 2023

School Break Camps
- Provide daily camp programming and all necessary facilities, staffing and materials for up to 80 registered participants during PCS's Winter Break Camp, Spring Break Camp and Summer Break Camp

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB**
DARREN GERTLER, RECREATION COORDINATOR

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTION APPROVING PVUSD EXPANDED LEARNING OPPORTUNITIES PROGRAM CONTRACT TO PROVIDE ENVIRONMENTAL SCIENCE WORKSHOP STEAM PROGRAMMING IN THE AMOUNT OF $225,000**

RECOMMENDED ACTION:
Staff recommends that the City Council adopt a resolution:

1. Approving a Site Service Agreement/Short-Term Agreement between the City of Watsonville and the Pájaro Valley Unified School District (PVUSD) to provide after school Environmental Science Workshop programming at PVUSD Elementary and Middle School sites through the District's Expanded Learning Opportunities Program (ELOP),
2. Authorizing and directing the City Manager to execute same, and
3. Appropriating $225,000 in revenue from PVUSD to City General Fund.

BACKGROUND:
For over a decade, the City of Watsonville Environmental Science Workshop has collaborated with PVUSD's Extended Learning After School Academic and Enrichment Program to deliver three different programs for students of various ages. *Motor Toys* is a program that serves 6-8th grade students, *Science Teach* is a program that serves 4-5th grade students and *Science Explorers* is a program that serves 1st-2nd grade students.

DISCUSSION:

This contract continues this strong partnership and these programs through the current academic year. It will directly benefit the Science Workshop because it will greatly expand its reach outside of the walls of the permanent Science Workshop locations. The contract is sufficient in size and scope to cover all staffing and material costs.

STRATEGIC PLAN:
This contract with PVUSD supports the Strategic Plan goal of Community Engagement and Well-Being (Parks and Community Services, Youth Activities and Programs) by providing activities to improve the quality of life for youth.

FINANCIAL IMPACT:
Per this contract, the PVUSD will pay the City $225,000 for the 2022-2023 academic year to provide the services described in the contract. The revenue and expenses for this contract will be appropriated as follows:

- Revenue: 337-XXXX-XXXX: $225,000
- Expenses:
    - 337-7011-XXXXX = $ 10,000
    - 337-7021-XXXXX = $185,000
    - 337-7559-XXXXX = $ 30,000

ALTERNATIVE ACTION:
The Council could elect to not approve this contract and the services would not be offered.

ATTACHMENTS AND/OR REFERENCES (If any):
None.

RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SITE SERVICE AGREEMENT/SHORT-TERM AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND THE PÁJARO VALLEY UNIFIED SCHOOL DISTRICT, TO PROVIDE AFTER SCHOOL ENVIRONMENTAL SCIENCE WORKSHOP PROGRAMMING AT PVUSD ELEMENTARY AND MIDDLE SCHOOL SITES THROUGH THE DISTRICT'S EXPANDED LEARNING OPPORTUNITIES PROGRAM, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND APPROPRIATING $225,000 IN REVENUE FROM PVUSD TO CITY GENERAL FUND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution approving agreement with PVUSD does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. That the Site Service Agreement/Short-Term between the City of Watsonville and the Pájaro Valley Unified School District, for after school Environmental Science Workshop programming at PVUSD elementary and middle school sites through the District's Extended Learning After School Academic and Enrichment Program, for FY 22-23, in the amount not to exceed $225,000, a copy of which Agreement is attached

hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

3. That the City Manager be and is hereby authorized and directed to execute said Agreement and any amendments thereto, and all required documents for and on behalf of the City of Watsonville.

4. That the budget appropriation of $225,000 to the General Fund [0150] is hereby authorized.

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SITE SERVICES AGREEMENT / SHORT-TERM
(INDEPENDENT CONTRACTOR)

This Site Services Agreement ("Agreement") is made as of _____, 2022_, between the PAJARO VALLEY UNIFIED SCHOOL DISTRICT ("District") and City of Watsonville Environmental Science Workshop ("Contractor") (together, "Parties").

1. **Services**. The Contractor shall furnish to the District In person STEAM lessons throughout the Extended Learning After School Programs services, as further detailed in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services"), at Science Workshop, located at 120 2nd St Watsonville CA 95076 ("Site").

   1.1. District compensation to the Contractor shall **not exceed** $225,000 **(Two hundred twenty- five thousand dollars and no cents.)** inclusive of any costs or expenses paid or incurred by Contractor in performing the Services. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

   1.2. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services. District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. Contractor shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing the Services.

2. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

   ☐ Contractor does not employ anyone in the manner subject to the workers' compensation laws of California; or

   X Prior to commencing Services under the Agreement, Contractor has submitted and the District approved the Workers' Compensation Certification, attached hereto and incorporated herein by this reference.

3. **PERS and STRS Compliance.** If Contractor is an individual, Contractor must answer the following (Contractors that are business entities may disregard):

   Are you now, or have your ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS)?

   ☐ No ☐ Yes. If yes, ☐ PERS or ☐ STRS. ☐ Retired PERS or STRS

   ☐ I certify that all Services shall be rendered at times other than my regular assigned workday at that agency.

   Note: Individuals paid as a consultant but later hired by District as an employee will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consult fees earned in the year.

4. **Fingerprinting. Contractor and the Contractor Parties shall only have limited or no contact with District students at all times during the Term of this Agreement.**

Contractor will be in the immediate presence of a District staff member should Contractor have contact with students while conducting the Services.

5. **Confidentiality**. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall survive termination of this Agreement.

6. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. **Termination by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

9. **Limitation of District's Liability**. District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

10. **Contractor's Insurance**. Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **SEE EXHIBIT B FOR INSURANCE LIMITS AND DOCUMENTATION PROVIDED BY THE CITY OF WATSONVILLE.** Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

11. **Compliance with Laws; Effect of Noncompliance**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations.

12. **Labor Code Requirements.** If applicable, Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per

diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

12.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

12.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Services under this Agreement, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Agreement (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment.

12.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Services.

12.4. Labor Compliance: Contractor shall perform the Services while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

13. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by District's Board of Education.

14. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.

15. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of

Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

16. **Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

17. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. **Assignment**. Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District.

19. **Severability; Provisions Required by Law**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together, including electronically sent and scanned signatures, shall be construed as one document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

Dated: _____, 20___

Pajaro Valley Unified School District
ATTN: _____
294 Green Valley Road
Watsonville, CA 95076
(831) 786-2100
EMAIL: _____

_____
SIGNATURE

_____
PRINT NAME

_____
PRINT TITLE

CONTRACTOR:

Dated: _____, 20___

CITY OF WATSONVILLE
275 Main Street, Suite 400
WATSONVILLE, CA 95076
PH: 831-768-3240
EMAIL: pcs@cityofwatsonville.org

_____
SIGNATURE

Rene Mendez
PRINT NAME

City Manager
PRINT TITLE

ATTEST:

_____
SIGNATURE

Irwin I. Ortiz
PRINT NAME

City Clerk
PRINT TITLE

APPROVED AS TO FORM:

_____
SIGNATURE

Samantha W. Zutler
PRINT NAME

City Attorney
PRINT TITLE

EXHIBIT A

The City of Watsonville's Environmental Science Workshop will provide in person STEAM lessons, which will be accessible to all PVUSD students throughout Extended Learning after school programs, weekends, intersessions and summer break.

All services will be billed based on actual time and materials, with an additional 15% for Administrative Costs. These services will be billed to PVUSD every three months, beginning in November for August, September and October.

End of Program: Under this agreement, the program will end on June 30, 2022.

Staff: Employees of the City of Watsonville will staff Program.

Locations: Various PVUSD school sites.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Agreement.

Date: _____

Proper Name of Contractor: City of Watsonville

Signature: _____

Print Name: Tamara Vides

Title: City Manager Pro Tempore

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

PREVAILING WAGE CERTIFICATION
(Public Works Projects Only)

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Services under the Agreement, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

Contractor's employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

X The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "*Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto*."

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: City of Watsonville

Signature: _____

Print Name and Title: Rene Mendez, City Manager

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **POLICE CHIEF ZAMORA**

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANTS FY 2023 IN THE AMOUNT OF $118,895**

RECOMMENDED ACTION:
It is recommended that the City Council adopt a resolution authorizing the City Manager or his designee to accept the California Office of Traffic Safety Grants for Fiscal Year 2023 in the amount of $75,000 for the Selective Traffic Enforcement Program (STEP) and $43,895 for the Pedestrian and Bicycle Safety Program, totaling $118,895, to use towards the implementation of traffic safety strategies, and to execute all required documents and appropriate funds to the grant budget.

DISCUSSION:
The California Office of Traffic Safety's (OTS) mission is to effectively administer traffic safety grant funds to reduce traffic deaths, injuries and economic losses. The grant funds are intended to create and help sustain innovative programs at the state and local level, and leverage commitments of state, local and private resources. OTS also mounts public awareness campaigns and acts as a primary traffic safety resource in order to enlist the help of the general public and the media encouraging traffic safety.

Since OTS does not have sufficient funds for all submitted proposals, a comprehensive review is part of the proposal selection process. OTS reviews proposals against several criteria including: potential traffic safety impact, collision statistics, seriousness of identified problem(s) and performance on previous grants. The Office of Traffic Safety has identified the following ten priority areas of concentration for grant funding: alcohol-impaired driving, distracted driving, drug-impaired driving, occupant protection, pedestrian and bicycle safety, traffic reports, emergency medical services, roadway safety, police traffic services and motorcycle safety.

The City of Watsonville Police Department applied and was awarded to receive California of Office Traffic Safety Grants for Fiscal Year 2023. The Watsonville Police Department is currently working with OTS to finalize the agreement process. The awards were for the following two (2) grants:

(1) Selective Traffic Enforcement Program (STEP) in the amount of $75,000: to implement best practice strategies to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies include DUI checkpoints, DUI Saturation, Traffic Enforcement, Distracted Driving Enforcement, Traffic Education and Pedestrians and/or Bicycle Enforcement. In addition, the grant will be funding the purchase of traffic control supplies and devices to be used by officers when conducting traffic enforcement operations. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

(2) Pedestrian and Bicycle Safety Program in the amount of $43,895: to implement best practice strategies to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies include a partnership with Ecology Action, an award-winning non-profit organization that will provide school-based bike and walk programs. The Bike Smart Program will provide students with bicycle street skills, presentations and bicycle helmets. The Walk Smart program will provide youth pedestrian safety trainings through presentations. In addition, Ecology Action and the Watsonville Police Department will organize adult focused outreach.

Staff recommends City Council acceptance of the California of Office Traffic Safety Grants for Fiscal Year 2023 in the amount of $75,000 for the Selective Traffic Enforcement Program (STEP) and $43,895 for the Pedestrian and Bicycle Safety Program to use towards the implementation of traffic safety strategies.

STRATEGIC PLAN:
This grant supports the Strategic Plan: 06-Public Safety.

FINANCIAL IMPACT:
The 2023 OTS Grants in the amount of $75,000 and $43,895, totaling $118,895 have no financial impact to the general fund. They shall be appropriated into the special grant fund 0260.

ALTERNATIVE ACTION:
No reasonable alternatives are known at this time.

ATTACHMENTS AND/OR REFERENCES (If any):
None.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING $118,895 IN GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR FY 2023: $75,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND $43,895 FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM, TO USE FOR THE IMPLEMENTATION OF TRAFFIC SAFETY STRATEGIES; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO; AND ANY NECESSARY DOCUMENTS; AND DIRECTING THAT SUCH FUNDS BE APPROPRIATED INTO THE SPECIAL GRANTS FUND (0260)

WHEREAS, the Watsonville Police Department was awarded $118,895 in grant funds from the California Office of Traffic Safety to use for the implementation of traffic safety strategies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA). This Resolution is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. That the Council hereby accepts the $118,895 in grant funds from the California Office of Traffic Safety for FY2023; $75,000 for the Selective Traffic

Enforcement Program (STEP) and $43,895 for the Pedestrian and Bicycle Safety Program to use towards the implementation of traffic safety strategies.

3. That the City Manager is hereby authorized and directed to execute in the name of the City of Watsonville, any agreements, and amendments thereto and any necessary documents.

4. That the $118,895 in grants is hereby appropriated to the Special Grants Fund [0260].

****

Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **PUBLIC WORKS & UTILITIES DIRECTOR DI RENZO**
ENVIRONMENTAL PROJECTS MANAGER, ALEX YASBEK

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **APPROPRIATION OF $14,229 FROM THE CARBON FUND (0311) FOR CITY'S CONTRIBUTION TOWARDS THE PG&E HOT WATER HEATER REPLACEMENT PROGRAM**

STATEMENT OF ISSUES:
The City is participating in a PG&E Government and K12 Energy Efficiency (GK12) Program to replace natural gas-powered hot water heaters in city buildings with high efficiency electric heat pump hot water heaters. The total cost of the incentive program is $154,921 of which the City is required to contribute $14,229.

RECOMMENDED ACTION:
Staff recommends that City Council adopt a resolution appropriating $14,229 from the Carbon Fund [0311] for the City's contribution towards the PG&E hot water heater replacement program.

DISCUSSION:
The City is participating in the PG&E Government and K12 Energy Efficiency (GK12) Program that is administered by Willdan Energy Solutions. The program incentivizes replacing natural gas-powered hot water heaters in city buildings with high efficiency electric heat pump hot water heaters.

The replacement will lower overall energy use and have measurable greenhouse gas reductions because of the switch from natural gas (a fossil fuel) to electricity (largely renewable). The total cost of the project includes equipment and installation costs of $154,921. PG&E is offering an incentive of $140,692 with a required City contribution of $14,229.

PG&E is responsible for all contracting and installation costs through direct payments with the vendor, while the city is only responsible for the required $14,229 contribution through the incentive program.

The appropriation of $14,229 from the Carbon Fund [0311] for this project meets the guidelines for the use of the Carbon Fund as defined in the Carbon Fund Ordinance:

1. The project is being proposed by an eligible department - Public Works and Utilities
2. The project has identified direct greenhouse gas emission reductions
3. The project aligns with the priorities identified in the Climate Action Plan, specifically,
    a. Strategy E1: Reduce Natural Gas Use
        i. Measure E1-B: Appliance Retrofits
    b. Strategy E2: Retrofitting Existing Buildings
    c. Strategy E6: Reduce Municipal Energy
4. Funds will not be used for staff time
5. Project has been approved by collaborative deliberation between departments and agreement by department heads.

The project has an anticipated lifetime reduction of 641 metric tons of greenhouse gas emissions.

The prioritized project locations are listed below:

Project locations*:

1. City Hall
2. Police
3. Parks Administration (Rec Center)
4. Youth Building
5. Fire Station #1 (First fl. laundry)
6. Fire Station #1 (First fl. dorm)
7. Fire Museum
8. Marinovich Park Youth Center
9. Marinovich Park YWCA Day Care
10. Ramsay Park Community Center
11. Senior Center
12. Fire Station #2
13. Animal Shelter
14. Water Resources Center - Main Building
15. Water Resources Center - Lab Building (heater 1)
16. Water Resources Center – Lab Building (heater 2)
17. MSC - Ground Floor Showers
18. MSC - 2nd Floor Auto Shop
19. Civic Plaza Library
20. Civic Plaza Administration Offices

* Please note that two of the heater replacements are to replace low efficiency electric resistance hot water heaters with higher efficiency heat pump technology.

STRATEGIC PLAN:
The project aligns with Strategic Plan Priority:
3 - Infrastructure & Environment
- Strategy 3.3 Environmental Stewardship

FINANCIAL IMPACT:
Financial impact is a decrease in the Carbon Fund [0311] balance of $14,229.

ALTERNATIVE ACTION:
1. Council may choose not to appropriate the funding from the Carbon Fund and find an alternative source for the contribution.
2. Council may choose to not appropriate funding for this project. However, this would entail that the City forgo $140,692 in incentive funding.

ATTACHMENTS AND/OR REFERENCES:

1. Supporting Documentation and Contractual Documents

TO: City of Watsonville

FROM: Willdan Energy Solutions

DATE: August 16th, 2022

SUBJECT: Existing Building Electrification

To whom it concerns,

Willdan Energy Solutions' PG&E administered Government and K12 Energy Efficiency program (GK12) is excited to be able to support the City of Watsonville's climate action by replacing existing natural gas domestic hot water heaters with efficient heat pump water heaters.

GK12 has approved incentives to support replacing 18 natural gas units and two (2) electric resistance units. CPUC approved calculations show a lifecycle emissions reduction of estimated 641 metric tons of greenhouse gases.

The table below presents the total project cost, the GK12 incentive value, and the net cost to the city.

	Project Financials
Total Project Cost	$154,920.80
Total Incentive	$140,691.80
Net Cost	$14,229.00

The GK12 wants to personally thank you for participating in our program and for supporting building electrification!

Sincerely the GK12 Team,

Lou Jacobson Tom Kouris Patrick Burgess David Sneed

Lou Jacobson Tom Kouris Patrick Burgess David Sneed

DocuSign Envelope ID: 0E1C60D6-2E86-45FD-B64D-CDC5BDB85772

WILLDAN

August 16, 2022

Gabriel Gordo
City of Watsonville
250 Main St.
Watsonville, CA 95076

Dear Gabriel,

Please accept this letter as a commitment offer for the incentives quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions. Please see proposed project on the next page.

These tables include the line item quotes for each site from Enovative Mechanical (Enovative), provided along with this letter. These tables also include the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter guarantees those funds for 45 days, providing time to complete project installation.

Throughout the installation a Willdan representative will be there to oversee our subcontractor, Enovative should you have any questions. Enovative will be responsible for the pulling and closing of building permits. In the attached quotes are itemized additional items which they will be responsible for.

As these projects are fully incenitvized, signing this document is all we need to move forward (understanding that the city may have additional requirements). Willdan will make all payments directly to the installing contractor, so no money will pass thru the city.

If there are any questions, please contact me. We are available to schedule installation as early as two weeks. Please let me know if there is an expected delay in signature approval.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

Thomas A. Kouris
Willdan Energy Solutions

cc: Lou Jacobson
Patrick Burgess

City of Watsonville	City Hall	Police	Parks Admin (Rec Center)	Youth Building	Fire Station #1 First Fl Laundry	Fire Station #1 First Fl Dorm	Fire Museam	Marinovich Park Youth Center	Marinovich Park YWCA Day Care
Existing Gas WH	(1) 100 gallons	(1) 98 gallons	(1) 40 gallons	(1) 76 gallons	(1) 40 gallons	(1) 100 gallons	(1) 30 gallon	(1) 50 gallons	(1) 40 gallons
Proposed HPWH	(1) 119.9 gallons	(1) 80 gallons	(1) 50 gallons	(1) 65 gallons	(1) 50 gallons	(1) 80 gallons	(1) 50 gallon	(1) 50 gallons	(1) 50 gallons

COSTS									
Base Cost	**$17,418.10**	$8,075.80	$6,554.50	$7,316.80	$6,554.50	$8,075.80	$6,554.50	$6,554.50	$6,554.50
Add On: Electric Run	$0.00	$0.00	$600.00	$0.00	$300.00	$0.00	$300.00	$500.00	$300.00
Add On: Additional Labor @ Standard Rate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$270.00	$0.00
Total	$17,418.10	$8,075.80	$7,154.50	$7,316.80	$6,854.50	$8,075.80	$6,854.50	$7,324.50	$6,854.50
PG&E Incentive	$17,418.10	$8,075.80	$7,154.50	$7,316.80	$6,854.50	$8,075.80	$6,854.50	$7,324.50	$6,854.50
Net Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

City of Watsonville	Ramsey Park Community Center	Senior Center	Fire Station #2	Animal Shelter	Water Resource Center- Main Bldg	Water Resources Center - Lab Bldg	MSC - Ground Floor Showers	MSC - 2nd Flr Auto Shop	Total
Existing Gas WH	(1) 50 gallons	(1) 50 gallons	(1) 40 gallons	(1) 48 gallons	(1) 40 gallons	(2) 40 gallons	(1) 75 gallons	(1) 29 gallons	
Proposed HPWH	(1) 50 gallons	(1) 50 gallons	(1) 50 gallons	(1) 50 gallons	(1) 50 gallons	(2) 50 gallons	(1) 65 gallons	(1) 50 gallons	

COSTS									
Base Cost	$6,554.50	$6,554.50	$6,554.50	$6,554.50	$6,554.50	$13,109.00	$7,316.80	$6,554.50	**$133,411.80**
Add On: Electric Run	$600.00	$0.00	$400.00	$0.00	$200.00	$1,200.00	$0.00	$200.00	**$4,600.00**
Add On: Additional Labor @ Standard Rate	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$810.00**
Total	$7,694.50	$6,554.50	$6,954.50	$6,554.50	$6,754.50	$14,309.00	$7,316.80	$6,754.50	**$138,821.80**
PG&E Incentive	$7,694.50	$6,554.50	$6,954.50	$6,554.50	$6,754.50	$14,309.00	$7,316.80	$6,754.50	**$138,821.80**
Net Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

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WILLDAN

Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information

Site or Building Name:	Site Contact Name:	Site Contact Phone:	Site Contact Email:
City of Watsonville	Grant Adams	831-247-1011	grant.adams@cityofwatsonville.org

Site Address (if multiple, provide full list in an attachment):	Mailing Address:
See attachment	250 Main St, Watsonville, CA 95076

PG&E Account Information

Account Holder Name:	Interval Meter? (Y/N):
City of Watsonville	N/A

Electric Service ID#:	Gas Service ID#:
N/A	2405832005

Project Estimates

Estimated Total Project Cost:	Estimated Total Incentive[1]:
$138,821.80	$138,821.80

Estimated Project Completion Date:
9/30/2022

Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
1	(13) 50 gallon HPWH	-116,946		12,745
2	(2) 65 gallon HPWH	-18,698		2,202
3	(2) 80 gallon HPWH	-10,763		1,305
4	(1) 120 gallow HPWH	-10,571		1,297

Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To:	Payee Type:	Notes (Attention To, etc.):
Enovative Mechanical	Contractor	Brian Cizmar

Incentive Mailing Address:	State:	Zip Code:	Telephone:
340 S. Lemon Ave #5425, Walnut	CA	91789	714-580-8150

[1] *See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.*

Customer agrees to implement its project ("Project") subject to these Program Application Agreement Terms and Conditions ("Project Application Agreement").

1. AUTHORITY. Customer represents and warrants it has the Project Site owner's permission to implement the Project.
2. ELIGIBILITY REQUIREMENTS. Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
3. WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES. Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding $3,000 and/or for lighting control (LC) measure exceeding $2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. PROJECT APPROVAL AND PRODUCT QUALIFICATION. Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
5. PROJECT DESIGN, FEASABILITY, INSTALLATION AND PERMITS. If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer's Project is between and the Implementer, the contractor performing the work to implement Customer's project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
6. PROJECT INSTALLATION DEADLINE. Projects must be completed and fully operational no later than one year from the Project Approval Date.
7. ACCESS AND INSPECTIONS OF PROJECT SITE. Project inspections, its baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. PROJECT MATERIAL OR SCOPE CHANGES. If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s)or modifications.
9. CALCULATION OF THE PROJECT INCENTIVE. Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project's baseline, verify the Project's actual energy savings, and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual.
10. CUSTOMER'S WITH SELF GENERATION CAPABILITIES. For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
11. INCENTIVE FUNDING. Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. CUSTOMERS WITH NON-PG&E ENERGY SUPPLY. If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. PROJECT CERTIFICATIONS. Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". Code also requires for HVAC Project measures to submit proof the permit is closure.
14. PROJECT COMPLETION SUBMITTAL DOCUMENTATION. To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project's energy savings, proof of HVAC permit closure, and other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
15. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION. Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of its energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.

16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to by fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Customer Representative (print)	Signature	Date

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"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2021 Pacific Gas and Electric Company. This energy efficiency program is funded by California utility customers and administered through PG&E under the auspices of the California Public Utilities Commission. The program is implemented and managed by Willdan and their authorized representatives. "PG&E" is a registered trademark of PG&E Corporation. PG&E is not responsible for any other content, names or marks in these program materials.

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Multi-Site Attachment:

Site/Building Name	Address	Site Contact	Site Contact Phone	Site Contact Email
See Cover Letter				

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6189

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**City Hall**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

120-GALLON HEAT PUMP WATER HEATER

WATSONVILLE CITY HALL

Turn-key removal of existing 100-gal gas-fired water heater and replacing with new **119-gallon State Industries Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $17,418.10**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 17,418.10**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California.

driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6188

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Fire Station #1 - First Floor Dorm**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

80-GALLON HEAT PUMP WATER HEATER

WATSONVILLE FIRE STATION #1 - FIRST FLOOR DORM

Turn-key removal of existing gas-fired water heater and replacing with new **80-gallon RUUD PROUH80 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $8,075.80**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- Single gang box
  - 30-amp breaker
  - Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 8,075.80**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work -

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association, and shall be heard by a single arbitrator. If the parties cannot agree

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electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6187

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Police Station**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

80-GALLON HEAT PUMP WATER HEATER

WATSONVILLE POLICE STATION

Turn-key removal of existing gas-fired water heater and replacing with new **80-gallon RUUD PROUH80 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $8,075.80**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

DocuSign Envelope ID: 0E1C60D6-2E86-45FD-B64D-CDC5BDB85772

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 8,075.80**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work -

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association, Claims shall be heard by a single arbitrator. If the parties cannot agree

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electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6186

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **MSC - Ground Floor Showers**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

65-GALLON HEAT PUMP WATER HEATER

WATSONVILLE MSC - GROUND FLOOR SHOWERS

Turn-key removal of existing gas-fired water heater and replacing with new **65-gallon RUUD PROUH65 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $7,316.80**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,316.80**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6185

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Youth Building**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

65-GALLON HEAT PUMP WATER HEATER

WATSONVILLE YOUTH BUILDING

Turn-key removal of existing gas-fired water heater and replacing with new **65-gallon RUUD PROUH65 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $7,316.80**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,316.80**

Customer:		
	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claim shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6184

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Water Resources Center - Lab Building**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

2 X 50-GALLON HEAT PUMP WATER HEATER

WATER RESOURCES CENTER - LAB BUILDING

Turn-key removal of existing gas-fired water heaters and replacing with **two (2) new 50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heaters**, including:

- **STANDARD SCOPE OF WORK - $13,109.00**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
  - 30-amp breaker
  - Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $1,200.00**
  - ADD ON: ELECTRIC RUN - $1,200.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 14,309.00**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6183

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**MSC - 2nd Floor Auto Shop**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

MSC - 2nd Floor Auto Shop

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $200.00**
  - ADD ON: ELECTRIC RUN - $200.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,754.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6182

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Water Resource Center - Main Building**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATER RESOURCE CENTER - MAIN BUILDING

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $200.00**
  - ADD ON: ELECTRIC RUN - $200.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,754.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6181

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Animal Shelter**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE ANIMAL SHELTER

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
  - 30-amp breaker
  - Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,554.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-

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driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6180

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Fire Station #2**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

FIRE STATION #2

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $400.00**
  - ADD ON: ELECTRIC RUN - $400.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,954.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6179

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Senior Center**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE SENIOR CENTER

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,554.50**

Customer:		
	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-

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driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6178

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Ramsey Park Community Center**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

RAMSEY PARK COMMUNITY CENTER

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
  - 30-amp breaker
  - Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $1140.00**
  - ADD ON: ELECTRIC RUN - $600.00
  - ADD ON: ADDITIONAL LABOR - $540.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,694.50**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work -

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims

electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6177

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Marinovich Park YWCA Day Care**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

MARINOVICH PARK YWCA DAY CARE

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $300.00**
  - ADD ON: ELECTRIC RUN - $300.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,854.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6176

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Marinovich Park Youth Center**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE MARINOVICH PARK YOUTH CENTER

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $770.00**
  - ADD ON: ELECTRIC RUN - $500.00
  - ADD ON: ADDITIONAL LABOR - $270.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,324.50**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work -

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims

electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6175

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Fire Museum**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE FIRE MUSEUM

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $300.00**
  - ADD ON: ELECTRIC RUN - $300.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,854.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6174

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Fire Station #1 - First Fl. Laundry**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE FIRE STATION #1 - FIRST FLOOR LAUNDRY

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $300.00**
  - ADD ON: ELECTRIC RUN - $300.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 6,854.50**

Customer:

By :	Date :
Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

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10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6173

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Parks Admin (Rec Center)**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE PARKS ADMIN (REC CENTER)

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - $600.00**
  - ADD ON: ELECTRICAL RUN - $600.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,154.50**

Customer:	By :	Date :
	Name :	

Terms and Conditions

These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

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10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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To: PG&E Customers participating in the GK-12 Program for Heat Pump Hot Water heaters

From: Patrick Burgess, Willdan Energy Solutions (PG&E Program Implementor)

Subject: Demand Response

Thank you for your participation in the PG&E GK-12 Program. With the installation of a new electric Heat Pump Hot Water Heater, you have switched from gas to electric which reduces the carbon footprint with reduced greenhouse gas emissions (>30 metric tons Co2 reduction).

With the new heat pump hot water heater, you have accepted incentives which reduced your installation cost. As part of these incentives, you agree to participate in AutoGrid's FlexSaver Program for a minimum of three years. This is a demand response program that will help reduce your electric bill and provides further incentives on an annual basis.

Demand response is necessary in California to help with grid management. When requested by PG&E or Cal ISO (grid management for the state), AutoGrid will turn off your heat pump hot water heater for up to 5 hours typically between the hours of 4-9pm (demand response event). The days selected are generally the hottest days of the year in August and September. The frequency is usually 5-15 times a year.

When these demand response events occur, you will not likely even realize it is happening. Immediately prior to the event, a signal will be sent to your heat pump hot water heater to turn on and heat the water in the tank to a temperature slightly higher than the setting. A drop in temperature is typically 1 degree per hour. By preheating the water prior to the event, any temperature difference should not be noticeable.

As the PG&E GK-12 program is for municipal and federal governments, along with schools, most buildings will be closing shortly after these demand response events begin. You should expect minimal impacts, unless you have significant use (use exceeding the unit storage capacity) during these evening hours.

Additionally, we can work with you on programming your controller to save energy during non-work hours. We also reserve the right to replace your controller to improve functionality.

The attached contract will need to be signed prior to installation. The contract also outlines the potential for future payments from AutoGrid for your continued participation.

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AutoGrid FlexSavers Program: Demand Response Agreement

With the installation of your new Heat Pump Hot Water Heater, you agree to participate in AutoGrid FlexSavers demand response program for three years. As a participant, you may receive additional revenue for system performance and to continue beyond the three-year demand response commitment you have made with the heat pump hot water heater installation.

PG&E's program is currently through the end 2023, with the option to extend your participation beyond the initial period. During this time, you allow occasional control of your Heat Pump Water Heater during the hours of 4pm to 9pm on weekdays. When requested by PG&E, your HPWH will be remotely instructed to curtail reheating the water.

These events will last between 1-5 hours each time, will not occur more than three times a week, and will happen between 5 to 15 times during the year.

Please fill the following information:

First and last name of PG&E account holder	City of Watsonville (Gabriel Gordo, contact)
Email	gabriel.gordo@cityofwatsonville.org
Street address where the Connected Device is located	250 Main St. Watsonville, CA 95076
Mailing address if different from above	
Either your PG&E (or CCA) account number (from your bill) If CCA please indicate which	Gas Service: 2405832005
Connected Device manufacturer and model	Provided after installation by Willdan
Device ID (from Skycentrics)	Provided after installation by Willdan

Address and Connected Device information will only be used by Willdan, AutoGrid and PG&E to verify your account, and by AutoGrid to remotely control the HPWH. It will not be shared with any other company at any time. At the conclusion of the program, all the data collected will be erased by Willdan and AutoGrid.

By signing this document, you agree to participate in the above program, and you have reviewed the terms and conditions of PG&E and AutoGrid, listed below.

_____ _____

Signature Date

*See Terms and Conditions**

Please complete the enrollment here by clicking on the link below, or scanning the QR code with your smart phone

https://eaisystems.autogridflexsaver.app/

SCAN ME

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Terms and Conditions of PG&E & AutoGrid Flex Saver Program

Welcome to AutoGrid's FlexSavers Program. With AutoGrid's Energy Savers Program, your help strengthen California's electricity grid and lower the chances of an outage.

These Terms and Conditions (the "Terms and Conditions") apply to participants in PG&E FlexSavers, and are between you and AutoGrid Systems, Inc. ("AutoGrid"). The FlexSavers Program, managed by AutoGrid on behalf of PG&E, will make changes to your Connected Device's operations in response to requests from PG&E. As a participant in the FlexSavers Program, you acknowledge and agree that your use of your Connected Device and your participation in the FlexSavers Program are subject to these Terms and Conditions.

Customer Agreements

You agree to participate in the FlexSavers Program, and you agree to allow AutoGrid to coordinate with your Connected Device's manufacturer and/or provider to remotely control the Connected Device during the term of the FlexSavers Program, from January-1-2022 to December-31-2023 (the "Term"). Alternatively, AutoGrid may send you text messages to occasionally change the setting on your Connected Device. You authorize AutoGrid to request and access your personally identifiable information related to the Connected Device, including data on usage ("Data"). You agree to keep the Connected Device connected to PG&E's electric service during the Term at your sole cost and expense. You agree to occasionally receiving text messages from AutoGrid - your mobile provider's standard rates for receiving text messages will apply.

You agree to participate in a demand response program for three years. The FlexSavers program has a current end date of December 31-2023. Should that program not be extended, you will roll over into another demand response program with the same parameters to complete the three-year term.

Usage During an Outage

Whenever there is an outage - whether that outage is planned for maintenance, a shutdown for wildfire prevention, or an emergency on the grid - your system will operate as it would normally. Your system will not be used in the FlexSavers Program during an outage or before a planned outage.

Incentives

You acknowledge that AutoGrid may receive all credits, rebates, environmental attributes, solar renewable energy credits, or other payments or offsets (the "Benefits") that are attributable to the FlexSavers Program. All Benefits will be the sole property of and transferable by AutoGrid.

Should the system be utilized by PG&E for events, there is a potential for additional incentive. At the conclusion of your three-year enrollment in the demand response program, you may also be offered incentive to remain in the program. The incentive will be in the form of a rebate, at AutoGrid's sole discretion, which will not be exchangeable for PG&E statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Rebate.

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Termination

You agree that AutoGrid may suspend or terminate your participation in its FlexSavers Program at any time and without prior notice, for any reason or no reason, including if AutoGrid believes you have breached any provision of these Terms and Conditions. If you suspend or terminate your participation in the FlexSavers Program for any reason during the Term, including by disconnecting the Connected Device, you will be ineligible to receive the Rebate.

Communications

If you have opted to receive FlexSavers Program communications from AutoGrid, you are responsible for keeping your email address updated with AutoGrid by emailing customer-service@energyaisystems.com or by calling 1-888-292-0502. In the event that your email address has changed, is not functioning properly, or is no longer valid, you may not receive FlexSavers Program communications from AutoGrid.

Disclaimer

AutoGrid makes no representations or warranties with respect to the FlexSavers Program or AutoGrid's services hereunder, and AutoGrid expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release AutoGrid and its affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify and hold harmless the Indemnitees from and against, all claims, damages, losses, costs and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. AutoGrid reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with AutoGrid's defense of those claims.

You must contact AutoGrid within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Data Usage and Disclosure

AutoGrid may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the FlexSavers Program; (2) for AutoGrid's internal purposes, including, without limitation, research and development, improvement of AutoGrid's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications AutoGrid may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

AutoGrid will not disclose Data to any third parties other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide AutoGrid products or services to you (including working with third-party service providers who may assist AutoGrid in collecting, hosting, maintaining, analyzing, or

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otherwise processing Data for AutoGrid); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if AutoGrid believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect AutoGrid or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of AutoGrid's services and any facilities or equipment used to make such services available, or (e) protect AutoGrid's property or other legal rights (including, but not limited to, enforcement of AutoGrid's agreements), or the rights, property, or safety of others; (5) to AutoGrid's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties AutoGrid uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which AutoGrid discloses it to them; and (7) for any purpose for which you have provided your express consent.

Arbitration

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be held in the County of San Francisco, California. You and AutoGrid shall jointly request that the appointed arbitrator administer the arbitration efficiently and, if possible, issue a decision within six (6) months from the date the arbitrator is appointed. The arbitrator's award shall set forth both the legal and factual basis of the award.

Attorneys' Fees and Costs

If either you or AutoGrid initiates arbitration or any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You and AutoGrid hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

Email : customer-service@energyaisystems.com

Phone : 1-888-292-0502

Privacy Policy

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WILLDAN

August 16, 2022

Gabriel Gordo
City of Watsonville
250 Main St.
Watsonville, CA 95076

Dear Gabriel,

Please accept this letter as a commitment offer for the incentives quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions. Proposed project:

City of Watsonville	Civic Plaza 1st Floor electric-HPWH (Library)	Civic Plaza Admin Offices electric-HPWH	Total
Existing Gas WH	(1) 50 gallons	(1) 50 gallons	
Proposed HPWH	(1) 50 gallons	(1) 50 gallons	

COSTS			
Base Cost	$6,554.50	$6,554.50	**$13,109.00**
Reduction: Electric to Electric	-$1,310.00	-$1,310.00	**-$2,620.00**
Option: Prevailing Wage	$2,400.00	$2,400.00	**$4,800.00**
Total	$7,644.50	$7,644.50	**$15,289.00**
PG&E Incentive	$530.00	$530.00	**$1,060.00**
Net Cost	$7,114.50	$7,114.50	**$14,229.00**

These tables include the line item quotes for each site from Enovative Mechanical (Enovative), provided along with this letter. These tables also include the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter guarantees those funds for 45 days, providing time to complete project installation. The last line is the remaining total customer co-payment that will be paid to Enovative, who will bill you directly upon project completion.

Throughout the installation a Willdan representative will be there to oversee our subcontractor, Enovative should you have any questions. Enovative will be responsible for the pulling and closing of building permits. In the attached quotes are itemized additional items which they will be responsible for.

Because these two projects have co-payments that will need to be made to our subcontractor, Enovative Mechanical, and based on the amounts, prevailing wage has been included.

If there are any questions, please contact me. Let me know if there is an expected delay in signature approval.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

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Thomas A. Kouris
Willdan Energy Solutions

cc: Lou Jacobson
Patrick Burgess

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WILLDAN

Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information

Site or Building Name:	Site Contact Name:	Site Contact Phone:	Site Contact Email:
City of Watsonville	Grant Adams	831-247-1011	grant.adams@cityofwatsonville.org

Site Address (if multiple, provide full list in an attachment):	Mailing Address:
See attachment	250 Main St, Watsonville, CA 95076

PG&E Account Information

Account Holder Name:	Interval Meter? (Y/N):
City of Watsonville	N/A

Electric Service ID#:	Gas Service ID#:
1553836153	N/A

Project Estimates

Estimated Total Project Cost:	Estimated Total Incentive[1]:
$15,289.00	$1,060.00

Estimated Project Completion Date: 9/30/2022

Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
1	(2) 50 gallon HPWH	-28,296		0

Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To:	Payee Type:	Notes (Attention To, etc.):
Enovative Mechanical	Contractor	Brian Cizmar

Incentive Mailing Address:	State:	Zip Code:	Telephone:
340 S. Lemon Ave #5425, Walnut	CA	91789	714-580-8150

[1] *See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.*

Customer agrees to implement its project ("Project") subject to these Program Application Agreement Terms and Conditions ("Project Application Agreement").

1. AUTHORITY. Customer represents and warrants it has the Project Site owner's permission to implement the Project.
2. ELIGIBILITY REQUIREMENTS. Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
3. WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES. Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding $3,000 and/or for lighting control (LC) measure exceeding $2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. PROJECT APPROVAL AND PRODUCT QUALIFICATION. Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
5. PROJECT DESIGN, FEASABILITY, INSTALLATION AND PERMITS. If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer's Project is between and the Implementer, the contractor performing the work to implement Customer's project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
6. PROJECT INSTALLATION DEADLINE. Projects must be completed and fully operational no later than one year from the Project Approval Date.
7. ACCESS AND INSPECTIONS OF PROJECT SITE. Project inspections, its baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. PROJECT MATERIAL OR SCOPE CHANGES. If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s)or modifications.
9. CALCULATION OF THE PROJECT INCENTIVE. Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project's baseline, verify the Project's actual energy savings, and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual.
10. CUSTOMER'S WITH SELF GENERATION CAPABILITIES. For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
11. INCENTIVE FUNDING. Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. CUSTOMERS WITH NON-PG&E ENERGY SUPPLY. If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. PROJECT CERTIFICATIONS. Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". Code also requires for HVAC Project measures to submit proof the permit is closure.
14. PROJECT COMPLETION SUBMITTAL DOCUMENTATION. To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project's energy savings, proof of HVAC permit closure, and other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
15. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION. Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of its energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.

16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to by fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Customer Representative (print)	Signature	Date

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"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2021 Pacific Gas and Electric Company. This energy efficiency program is funded by California utility customers and administered through PG&E under the auspices of the California Public Utilities Commission. The program is implemented and managed by Willdan and their authorized representatives. "PG&E" is a registered trademark of PG&E Corporation. PG&E is not responsible for any other content, names or marks in these program materials.

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Multi-Site Attachment:

Site/Building Name	Address	Site Contact	Site Contact Phone	Site Contact Email
See Cover Letter				

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6190

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **City of Watsonville**

Proposed By : **Brian Cizmar**

Customer : **Willdan**

Location : **Civic Plaza - 1st Floor Electric - Library**

City : **Watsonville**

Zip :

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE CIVIC PLAZA LIBRARY 1ST FLOOR - ELECTRIC TO ELECTRIC

Turn-key removal of existing electric water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch
    - Single gang box

- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - 1,090.00**
  - DEDUCT $1,310.00 FOR ELECTRIC TO ELECTRIC INSTALLATION, DUE TO MATERIAL AND LABOR SAVINGS, IF SITE IS AS FOLLOWS:
    - 220/240 IS WIRED TO WITHIN 5' OF THE HPWH LOCATION
    - EXISTING ELECTRICAL CIRCUIT HAS A SHUTOFF SWITCH AND/OR THE BREAKER IS WITHIN VISUAL RANGE OF THE HPWH INSTALL LOCATION PER CODE
    - EXISTING BREAKERS ARE 30 AMP AND EXISTING CIRCUIT IS RUN WITH WIRING SUITABLE FOR THE LOAD
    - THE EXISTING ELECTRIC SERVICE WILL SERVE/SERVES THE WATER HEATER ONLY
    - CIRCUIT IS WIRED PER CODE -- NO CODE CORRECTIONS
  - ADD ON: PREVAILING WAGE - $2,400.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK:	**$ 7,644.50**

Customer:

By :	Date :
Name :	

Terms and Conditions

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid

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These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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ENOVATIVE
MECHANICAL AND ENERGY SERVICES

Date of Proposal: Aug 16 22

Project Proposal # 6191

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | www.enovative.com

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For :	**City of Watsonville**	Location :	**Civic Plaza - Admin Offices**
Proposed By :	**Brian Cizmar**	City :	**Watsonville**
Customer :	**Willdan**	Zip :	

Enovative proposes the following scope of work for your review & approval:

50-GALLON HEAT PUMP WATER HEATER

WATSONVILLE CIVIC PLAZA ADMIN OFFICES - ELECTRIC TO ELECTRIC

Turn-key removal of existing electric water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - $6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

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- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance

- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax

- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - 1,090.00**
  - DEDUCT $1,310.00 FOR ELECTRIC TO ELECTRIC INSTALLATION, DUE TO MATERIAL AND LABOR SAVINGS, IF SITE IS AS FOLLOWS:
    - 220/240 IS WIRED TO WITHIN 5' OF THE HPWH LOCATION
    - EXISTING ELECTRICAL CIRCUIT HAS A SHUTOFF SWITCH AND/OR THE BREAKER IS WITHIN VISUAL RANGE OF THE HPWH INSTALL LOCATION PER CODE
    - EXISTING BREAKERS ARE 30 AMP AND EXISTING CIRCUIT IS RUN WITH WIRING SUITABLE FOR THE LOAD
    - THE EXISTING ELECTRIC SERVICE WILL SERVE/SERVES THE WATER HEATER ONLY
    - CIRCUIT IS WIRED PER CODE -- NO CODE CORRECTIONS
  - ADD ON: PREVAILING WAGE - $2,400.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

TOTAL COST FOR ABOVE STATED SCOPE OF WORK: **$ 7,644.50**

Customer:

By :	Date :
Name :	

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These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties**. EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES , in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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To: PG&E Customers participating in the GK-12 Program for Heat Pump Hot Water heaters

From: Patrick Burgess, Willdan Energy Solutions (PG&E Program Implementor)

Subject: Demand Response

Thank you for your participation in the PG&E GK-12 Program. With the installation of a new electric Heat Pump Hot Water Heater, you have switched from gas to electric which reduces the carbon footprint with reduced greenhouse gas emissions (>30 metric tons Co2 reduction).

With the new heat pump hot water heater, you have accepted incentives which reduced your installation cost. As part of these incentives, you agree to participate in AutoGrid's FlexSaver Program for a minimum of three years. This is a demand response program that will help reduce your electric bill and provides further incentives on an annual basis.

Demand response is necessary in California to help with grid management. When requested by PG&E or Cal ISO (grid management for the state), AutoGrid will turn off your heat pump hot water heater for up to 5 hours typically between the hours of 4-9pm (demand response event). The days selected are generally the hottest days of the year in August and September. The frequency is usually 5-15 times a year.

When these demand response events occur, you will not likely even realize it is happening. Immediately prior to the event, a signal will be sent to your heat pump hot water heater to turn on and heat the water in the tank to a temperature slightly higher than the setting. A drop in temperature is typically 1 degree per hour. By preheating the water prior to the event, any temperature difference should not be noticeable.

As the PG&E GK-12 program is for municipal and federal governments, along with schools, most buildings will be closing shortly after these demand response events begin. You should expect minimal impacts, unless you have significant use (use exceeding the unit storage capacity) during these evening hours.

Additionally, we can work with you on programming your controller to save energy during non-work hours. We also reserve the right to replace your controller to improve functionality.

The attached contract will need to be signed prior to installation. The contract also outlines the potential for future payments from AutoGrid for your continued participation.

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AutoGrid FlexSavers Program: Demand Response Agreement

With the installation of your new Heat Pump Hot Water Heater, you agree to participate in AutoGrid FlexSavers demand response program for three years. As a participant, you may receive additional revenue for system performance and to continue beyond the three-year demand response commitment you have made with the heat pump hot water heater installation.

PG&E's program is currently through the end 2023, with the option to extend your participation beyond the initial period. During this time, you allow occasional control of your Heat Pump Water Heater during the hours of 4pm to 9pm on weekdays. When requested by PG&E, your HPWH will be remotely instructed to curtail reheating the water.

These events will last between 1-5 hours each time, will not occur more than three times a week, and will happen between 5 to 15 times during the year.

Please fill the following information:

First and last name of PG&E account holder	City of Watsonville (Gabriel Gordo, contact)
Email	gabriel.gordo@cityofwatsonville.org
Street address where the Connected Device is located	250 Main St. Watsonville, CA 95076
Mailing address if different from above	
Either your PG&E (or CCA) account number (from your bill) If CCA please indicate which	Electric Service: 1553836153
Connected Device manufacturer and model	Provided after installation by Willdan
Device ID (from Skycentrics)	Provided after installation by Willdan

Address and Connected Device information will only be used by Willdan, AutoGrid and PG&E to verify your account, and by AutoGrid to remotely control the HPWH. It will not be shared with any other company at any time. At the conclusion of the program, all the data collected will be erased by Willdan and AutoGrid.

By signing this document, you agree to participate in the above program, and you have reviewed the terms and conditions of PG&E and AutoGrid, listed below.

_____ _____

Signature Date

*See Terms and Conditions**

Please complete the enrollment here by clicking on the link below, or scanning the QR code with your smart phone

https://eaisystems.autogridflexsaver.app/



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Terms and Conditions of PG&E & AutoGrid Flex Saver Program

Welcome to AutoGrid's FlexSavers Program. With AutoGrid's Energy Savers Program, your help strengthen California's electricity grid and lower the chances of an outage.

These Terms and Conditions (the "Terms and Conditions") apply to participants in PG&E FlexSavers, and are between you and AutoGrid Systems, Inc. ("AutoGrid"). The FlexSavers Program, managed by AutoGrid on behalf of PG&E, will make changes to your Connected Device's operations in response to requests from PG&E. As a participant in the FlexSavers Program, you acknowledge and agree that your use of your Connected Device and your participation in the FlexSavers Program are subject to these Terms and Conditions.

Customer Agreements

You agree to participate in the FlexSavers Program, and you agree to allow AutoGrid to coordinate with your Connected Device's manufacturer and/or provider to remotely control the Connected Device during the term of the FlexSavers Program, from January-1-2022 to December-31-2023 (the "Term"). Alternatively, AutoGrid may send you text messages to occasionally change the setting on your Connected Device. You authorize AutoGrid to request and access your personally identifiable information related to the Connected Device, including data on usage ("Data"). You agree to keep the Connected Device connected to PG&E's electric service during the Term at your sole cost and expense. You agree to occasionally receiving text messages from AutoGrid - your mobile provider's standard rates for receiving text messages will apply.

You agree to participate in a demand response program for three years. The FlexSavers program has a current end date of December 31-2023. Should that program not be extended, you will roll over into another demand response program with the same parameters to complete the three-year term.

Usage During an Outage

Whenever there is an outage - whether that outage is planned for maintenance, a shutdown for wildfire prevention, or an emergency on the grid - your system will operate as it would normally. Your system will not be used in the FlexSavers Program during an outage or before a planned outage.

Incentives

You acknowledge that AutoGrid may receive all credits, rebates, environmental attributes, solar renewable energy credits, or other payments or offsets (the "Benefits") that are attributable to the FlexSavers Program. All Benefits will be the sole property of and transferable by AutoGrid.

Should the system be utilized by PG&E for events, there is a potential for additional incentive. At the conclusion of your three-year enrollment in the demand response program, you may also be offered incentive to remain in the program. The incentive will be in the form of a rebate, at AutoGrid's sole discretion, which will not be exchangeable for PG&E statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Rebate.

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Termination

You agree that AutoGrid may suspend or terminate your participation in its FlexSavers Program at any time and without prior notice, for any reason or no reason, including if AutoGrid believes you have breached any provision of these Terms and Conditions. If you suspend or terminate your participation in the FlexSavers Program for any reason during the Term, including by disconnecting the Connected Device, you will be ineligible to receive the Rebate.

Communications

If you have opted to receive FlexSavers Program communications from AutoGrid, you are responsible for keeping your email address updated with AutoGrid by emailing customer-service@energyaisystems.com or by calling 1-888-292-0502. In the event that your email address has changed, is not functioning properly, or is no longer valid, you may not receive FlexSavers Program communications from AutoGrid.

Disclaimer

AutoGrid makes no representations or warranties with respect to the FlexSavers Program or AutoGrid's services hereunder, and AutoGrid expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release AutoGrid and its affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify and hold harmless the Indemnitees from and against, all claims, damages, losses, costs and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. AutoGrid reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with AutoGrid's defense of those claims.

You must contact AutoGrid within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Data Usage and Disclosure

AutoGrid may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the FlexSavers Program; (2) for AutoGrid's internal purposes, including, without limitation, research and development, improvement of AutoGrid's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications AutoGrid may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

AutoGrid will not disclose Data to any third parties other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide AutoGrid products or services to you (including working with third-party service providers who may assist AutoGrid in collecting, hosting, maintaining, analyzing, or

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otherwise processing Data for AutoGrid); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if AutoGrid believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect AutoGrid or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of AutoGrid's services and any facilities or equipment used to make such services available, or (e) protect AutoGrid's property or other legal rights (including, but not limited to, enforcement of AutoGrid's agreements), or the rights, property, or safety of others; (5) to AutoGrid's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties AutoGrid uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which AutoGrid discloses it to them; and (7) for any purpose for which you have provided your express consent.

Arbitration

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be held in the County of San Francisco, California. You and AutoGrid shall jointly request that the appointed arbitrator administer the arbitration efficiently and, if possible, issue a decision within six (6) months from the date the arbitrator is appointed. The arbitrator's award shall set forth both the legal and factual basis of the award.

Attorneys' Fees and Costs

If either you or AutoGrid initiates arbitration or any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You and AutoGrid hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

Email : customer-service@energyaisystems.com

Phone : 1-888-292-0502

Privacy Policy

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RESOLUTION NO._____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROPRIATING $14,229 FROM THE CARBON FUND (0311) FOR THE CITY'S CONTRIBUTION TOWARDS THE PG&E HOT WATER HEATER REPLACEMENT PROGRAM

WHEREAS, PG&E has created a Government and K12 Energy Efficiency program (GK12) to provide incentives to replace natural gas domestic hot water heaters with efficient heat pump water heaters; and

WHEREAS, Willdan Energy Solutions, the program administrator, has evaluated City buildings and identified 18 natural gas water heaters and 2 low efficiency electric resistance heaters that qualify for replacement through the program; and

WHEREAS, the total cost of the project is $154,920.80 of which the total incentive offered by PG&E is $140,691.80, leaving a City contribution of $14,229.00; and

WHEREAS, the project meets the requirements of the Carbon Fund Ordinance and has an anticipated lifecycle emissions reduction of approximately 641 metric tons of greenhouse gas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. The project is determined to be categorically exempt from the requirements of CEQA in accordance with CEQA Guidelines Section 15302(c), in that the project involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity and there is no evidence of unusual circumstances related to the project that would cause a significant effect on the environment as defined in CEQA Guidelines Section 15382.

2. That the appropriation of $14,229 from the Carbon Fund [0311] to pay the City's contribution towards the PG&E hot water heater replacement program is hereby approved.

****

ORDINANCE NO. Final Adoption (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADDING AND AMENDING CERTAIN SECTIONS OF CHAPTER 3 (CITY UTILITIES) OF TITLE 6 (SANITATION AND HEALTH) OF THE WATSONVILLE MUNICIPAL CODE REGARDING OWNERSHIP AND MAINTENANCE OF WATER, FIRE, AND SEWER FACILITIES

Table of Contents

SECTION 1. ENACTMENT. 2
CHAPTER 3 CITY UTILITIES 2
ARTICLE 1. Definitions 2
Sec. 6-3.100 Definitions. 2
ARTICLE 2. City Utility Service General Provisions 2
Sec. 6-3.211. Regulations. 2
ARTICLE 4. Water Service Provisions 3
Sec. 6-3.410 Ownership of installations. 3
ARTICLE 5. Sewer Services 4
Sec. 6-3.503 Separate sanitary sewer laterals. 4
Sec. 6-3.508 Maintenance of sanitary sewer laterals and private sanitary sewer collection systems; Reimbursement for Regulatory Fines. 4
SECTION 2. RECITALS. 7
SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT. 7
SECTION 4. SEVERABILITY. 7
SECTION 5. PUBLICATION. 8
SECTION 6. EFFECTIVE DATE. 8

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WHEREAS, the City of Watsonville provides water service for use of the City and its inhabitants pursuant to Government Code sections 38730 et seq.; and

WHEREAS, the City of Watsonville also owns and operates a sanitation and sewer system pursuant to Government Code sections 54725 et seq.; and

WHEREAS, the City intends to clarify the ownership, maintenance, and inspection responsibilities of water service facilities, fire service facilities, and lateral sewer lines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

Article 1 (Definitions) of Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by amending subsection (ccc) of Section 6-3.100 (Definitions) to read in words and figures as follows:

CHAPTER 3 CITY UTILITIES
ARTICLE 1. Definitions

Sec. 6-3.100 Definitions.

(ccc) "Private sanitary sewer collection system" shall mean a sewer collection system serving four (4) or more units, including but not limited to: apartment complexes, mobile home parks, condominiums, cooperative apartment buildings and commercial centers. It may also be a sewer collection system with a privately owned and maintained sewer lift station, or an agreement between two (2) or more parcels to own, operate, and maintain an existing shared sewer lateral, with prior approval from the Director of Public Works.

Article 2 (City Utility Service General Provisions) of Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by adding Section 6-3.211 (Regulations) to read in words and figures as follows:

ARTICLE 2. City Utility Service General Provisions

Sec. 6-3.211. Regulations.

The Director of Public Works shall be and is authorized and directed to promulgate such rules and regulations as they may deem to be necessary to enforce the regulations established by this Chapter.

Article 4 (Water Service Provisions) of Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by amending Section 6-3.410 (Ownership of installations) to read in words and figures as follows.

ARTICLE 4. Water Service Provisions

Sec. 6-3.410 Ownership of installations.

Service connections (except fire services) including but not limited to mains, water services, meters, and meter boxes, up to and including the meter become the property of the City upon City acceptance of the installation, whether located on public or private property. Any service connection facility located on private property except water meters and meter boxes shall be owned and maintained by the property owner. All Fire service facilities located in the public right-of-way are the property of the City. Fire service detector checks, including associated electronics and wiring, are owned by the City, regardless of location. Fire service facilities on private property are owned and maintained by the property owner, except the Fire service detector check and associated electronics and wiring, which are City property.

Representatives of the Public Works Department shall have access to any City-owned meters, service connections, City-owned Fire service facilities, and other water facilities located on private property for purposes reasonably associated with the furnishing of water or fire service. Representatives of the water department shall have access at reasonable hours (except in emergencies) to service connections on private property, such as shut-off valves and exterior hose bibs, for the purposes associated with furnishing water or fire service. Such access shall be with notice except in the case of emergency.

Article 5 (Sewer Services) of Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by amending Section 6-3.503 (Separate sanitary sewer laterals) to read in words and figures as follows:

ARTICLE 5. Sewer Services

Sec. 6-3.503 Separate sanitary sewer laterals.

Each parcel is required to have a separate sanitary sewer lateral. Upon change of ownership of a parcel sharing a sanitary sewer lateral, the owner of that parcel shall install a separate sanitary sewer lateral. The Director of Public Works may grant an exception to this requirement, if all property owners on the existing shared lateral agree to execute and record a maintenance agreement for the proposed private sanitary sewer collection system that delineates ownership and maintenance responsibilities of all participating properties. If agreement between all connected property owners cannot be reached, the exception shall not be granted.

Article 5 (Sewer Services) of Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by amending Section 6-3.508 (Maintenance of sanitary sewer laterals and private sanitary sewer collection systems; Reimbursement for Regulatory Fines) to read in words and figures as follows:

Sec. 6-3.508 Maintenance of sanitary sewer laterals and private sanitary sewer collection systems; Reimbursement for Regulatory Fines.

(a) Sanitary sewer laterals shall be owned, repaired, maintained, and/or replaced by the owner(s) of each property served, at such owner's sole expense, or pursuant to a maintenance agreement accepted by the Director of Public Works, pursuant to Section 6-3.503.

(b) Overflows from Sanitary Sewer Laterals Serving Single Units. If a property has a sanitary sewer overflow, the property owner shall cause the overflow to stop immediately and have sewer lateral blockages, breaks, and other deficiencies repaired within, ten (10) working days. In addition, should a second overflow occur within a twelve (12) month period, it is required that the sanitary sewer lateral be televised and repaired or replaced and certified in writing, by a NASSCO certified, licensed plumber, to be in good working order and free of obstructions and/or breaks.

(c) Overflows from a Private Sanitary Sewer Collection System. If a sanitary sewer overflow occurs, the property owner shall cause the overflow to stop immediately and have sewer lateral blockages, breaks, and other deficiencies permanently repaired by a NASSCO certified, licensed plumber within five (5) working days. The property owner shall submit a written report to the City describing the cause of the overflow and the remedial actions taken to repair the sanitary sewer collection system. The Director shall evaluate the report and make a determination as to the acceptability of the remedial actions and whether additional remedial actions, including full or partial replacement of the sanitary sewer collection system shall be taken.

(d) Testing of Sanitary Sewer Laterals. Upon change of ownership and before close of escrow, or upon proposed change of use, any property that includes buildings or structures connected to a sanitary sewer main that was constructed more than fifteen (15) years before the date of sale or change in use, and has not had its sanitary sewer lateral inspected within the past fifteen (15) years, shall have the sanitary sewer lateral inspected. A video inspection shall be completed by a NASSCO certified, licensed plumber from the building to the connecting public sanitary sewer main, and shall certify the lateral to be in good working order and free of obstructions and/or breaks. The

Director shall establish or approve testing procedures. The City will not assume responsibility for costs of the testing and/or repairs.

(1) For the purposes of this Section, “proposed change of use” includes any significant improvement, addition, construction, reconstruction, remodeling, modification or alteration of or to an existing or previous existing property, any change of tenancy in property located in areas zoned for commercial use in the City’s General Plan, or the addition of an accessory dwelling unit and/or junior accessory dwelling unit.

(2) Option to Transfer Seller’s Responsibility to Buyer. Before the sale of property, the seller and buyer may mutually agree to transfer responsibility for any needed sanitary sewer lateral repairs identified in the lateral testing procedure. The signed Transfer of Responsibility to Repair form must be accepted by the City prior to close of escrow and included in the real estate transfer documentation. Repairs must be completed by the buyer within the timeframe specified in the Transfer of Responsibility to Repair. The City reserves the right to complete the required lateral repairs within the City’s right of way and charge the property owner for the cost of said repairs if the property owner fails to comply with the terms of the transfer agreement.

(e) All private sanitary sewer lift stations (pump systems) shall be inspected annually by a NASSCO certified, licensed plumber to confirm the system is in good working order. The Director shall establish or approve testing procedures. Upon change of ownership and prior to close of escrow, or upon change of use of a property containing a private sanitary sewer lift station, a maintenance agreement shall be executed and recorded on the property if one does not currently exist.

(f) All private sanitary sewer collection systems shall be repaired, maintained and/or replaced by the entity that owns the system. Private sanitary sewer systems must submit a written report to the Director of Public Works detailing annual maintenance records. Upon request of the City, private collection system owners shall submit video inspection of the entire system a minimum of every 15 years. A NASSCO certified, licensed plumber shall video inspect the complete system the entity is responsible for, including, but not limited to laterals, connections, manholes, force mains, and collectors.

(g) Reimbursement for Regulatory Fines. The property owner shall be required to make payment to the City and reimbursement for any fines levied against the City by regulatory agencies as the result of failure of a sanitary sewer lateral, private sanitary sewer collection system, or private sanitary sewer lift station.

SECTION 2. RECITALS.

The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Ordinance.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) and 15060(c)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project," as defined in Section 15378 of the CEQA Guidelines.

SECTION 4. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to

be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. 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 6. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

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ORDINANCE NO. Final Adoption (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING SECTION 1-2.01 AND ADDING VARIOUS NEW SECTIONS TO CHAPTER 2 (PENALTY PROVISIONS) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE RELATING TO VIOLATIONS AND RECOVERY OF ENFORCEMENT COSTS FOR VIOLATIONS OF THE MUNICIPAL CODE

WHEREAS, the City of Watsonville enforces the provisions of its Municipal Code to ensure the health and safety of the community and compliance with local standards and regulations; and

WHEREAS, Code Enforcement staff has recently identified various sections to Chapter 2 of Title 1 of the City's Municipal Code that requires clarification and/or improvement to allow for a more streamlined process for enforcement activities; and

WHEREAS, additional language relating to the City's ability to recover attorneys' fees and costs is necessary so that the City may recover all of its costs relating to enforcement activities, including legal costs, if the City is deemed the prevailing party.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

Section 1-2.01 of Chapter 2 (Penalty Provisions) of Title 1 (General Provisions) of the Watsonville Municipal Code is hereby amended to read in words and figures as follows:

CHAPTER 2 PENALTY PROVISIONS

Sec. 1-2.01 Violations of Code.

No person shall violate any provision or fail to comply with any of the requirements of this Code. Any person violating any of the provisions or failing to

comply with any of the mandatory requirements of this Code shall be guilty of an infraction, unless a Code section specifically provides for a violation to be a misdemeanor. The City Attorney, however, shall have the discretion to file a criminal complaint, designating a violation an infraction although the Code specifically provides for the violation to be a misdemeanor. An infraction shall not be punishable by imprisonment, but any person convicted of an infraction under the provisions of this Code shall be punishable by a fine of not more than Five Hundred and no/100ths ($500.00) Dollars. Any violation which would otherwise be an infraction shall be a misdemeanor if a defendant has been convicted of one or more violations of this Code within the six (6) month period immediately preceding the commission of the offense, and such prior convictions are admitted by the defendant or alleged in the accusatory pleading. For this purpose, a bail forfeiture shall be deemed to be a conviction of the offense charged.

Any person convicted of a misdemeanor under the provisions of this Code shall be punishable by a fine of not more than One Thousand and no/100ths ($1,000.00) Dollars, or by imprisonment in the County Jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Code is committed, continued, or permitted by such person and shall be punishable accordingly.

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this Code or any approval, order, ordinance, permit, license, rule or regulation issued or adopted by any duly authorized body, officer or agent of the City in the manner provided by law shall be deemed a public nuisance

and may be abated as such by the City; and each day such violation or condition continues shall constitute a new and separate offense.

Chapter 2 (Penalty Provisions) of Title 1 (General Provisions) of the Watsonville Municipal Code is hereby amended by adding new Sections 1-02.11, 1-02.12, 1-02.13, 1-02.14, and 1-02.15 to read in in words and figures as follows:

Sec. 1-02.11 Inspection authority.

City enforcement officials are authorized to enter upon any property or premises to ascertain whether the provisions of this Code or applicable state codes are being obeyed, and to make any examinations, inspections and surveys as may be necessary in the performance of their enforcement duties. These may include the taking of photographs, samples, or other physical evidence. All inspections, entries, examinations and surveys shall be conducted in a reasonable manner. If an owner, occupant or agent refuses permission to enter or inspect, the enforcement official may seek an administrative inspection warrant pursuant to the applicable procedures provided for in the California Code of Civil Procedure.

Sec. 1-02.12 Responsibility for violation.

(a) The occupant of any premises upon which a violation of any provision of this Code exists, the owner of any object or material placed or remaining anywhere on the premises in violation of any provision of this Code, or the occupant of any premises where an excavation was made or a structure erected in violation of any provision of this Code shall be deemed prima facie responsible for the violation and subject to the penalties provided therefor.

(b) The owner of any property, building or structure within the City has the responsibility for keeping such property, building or structure free of violations related to

its use or condition. The owner(s) of such property, building or structure are separately liable for violations committed by tenants or occupants relative to the use or condition of the property.

Sec.1-02.13 Legal action authorized.

In addition to any of the remedies, penalties and other methods of enforcement provided in this Code, the City Attorney is authorized to institute such legal proceeding or suit in equity as may be deemed necessary to abate, remove, remedy, enjoin or restrain any violation of this Code, and may apply to any court with jurisdiction to grant such relief as may be appropriate to abate, remove, remedy, enjoin or restrain such violation or to impose civil penalties as set forth in this chapter. Any provision of this Code may be enforced by injunction issued by the Superior Court of the State of California upon a suit brought by the City.

Sec.1-02.14 Attorneys' fees and costs.

In any action, administrative proceeding, or special proceeding brought to abate a public nuisance or enforce any provision of this Code, the prevailing party will be entitled to recover attorneys' fees, provided that attorneys' fees will only be available in those actions or proceedings in which the City elects at the initiation of any action or proceeding to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding. The City may seek its attorneys' fees and costs incurred after adoption of this section, for any action or administrative proceeding or special proceeding that is pending upon adoption of this section, provided that the City makes the election to seek its attorneys' fees and costs.

Sec.1-02.15 Remedies not exclusive.

The remedies provided in this chapter shall be cumulative and not exclusive."

SECTION 2. RECITALS.

The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Ordinance.

SECTION 3. SEVERABILITY.

The provisions of this Ordinance are severable, and if any section, subsection, sentence, clause, phrase, paragraph, provision, or part of this Ordinance, or the application of this Ordinance to any person, is for any reason held to be invalid, preempted by state or federal law, or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. If any provision of this Ordinance is held to be inapplicable, the provisions of this Ordinance shall nonetheless continue to apply with respect to all other covered development projects and developers and/or owners. It is hereby declared to be the legislative intent of the City Council that this Ordinance would have been adopted had such provisions not been included or such persons or circumstances been expressly excluded from its coverage.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Prior to adopting this Ordinance, the City Council independently finds and determines that this action is exempt from CEQA (California Environmental Quality Act) pursuant to CEQA Guidelines sections 15060(c)(2), 15061(b)(3) (general rule), each of which provides a separate and independent basis for CEQA clearance and when viewed collectively provide an overall basis for CEQA clearance.

SECTION 5. 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 6. EFFECTIVE DATE.

This Ordinance shall be in force and take effect thirty (30) days after its final adoption.

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Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **COMMUNITY DEVELOPMENT DIRECTOR MERRIAM**
PUBLIC WORKS & UTILITIES DIRECTOR DI RENZO
MARIA ESTHER RODRIGUEZ, ASSISTANT DIRECTOR
JUSTIN MEEK, PRINCIPAL PLANNER
MURRAY FONTES, PRINCIPAL ENGINEER

THROUGH: **CITY MANAGER MENDEZ**

SUBJECT: **RESOLUTION OF SUPPORT FOR CALTRANS PROJECT 05-1P110 INTEGRATING COMPLETE STREETS INFRASTRUCTURE AND COMPONENTS ALONG STATE ROUTE 152 WITHIN THE CITY OF WATSONVILLE**

RECOMMENDED ACTION:
Staff recommends City Council adopt a resolution of support for Caltrans Project 05-1P110 integrating Complete Streets infrastructure and components along State Route 152 within the City of Watsonville.

BACKGROUND:
At the August 30, 2022 meeting, City Council participated in a study session to discuss Caltrans Project 05-1P110. In their project, Caltrans is proposing to include various Complete Streets infrastructure and components. During the study session, staff described the proposed improvements, discussed the potential impacts, and addressed questions by the Council. Input received from Council was used to finalize a resolution of support for the Caltrans project.

Upon receipt of the Resolution, Caltrans will begin developing a project scope, evaluating possible impacts, recommending needed mitigations and working with the City and community to ensure that the improvements address City concerns. The first step or phase in the process is to prepare a Project Initiation Document or PID which identifies the project scope. Caltrans needs this scope to proceed with subsequent phases. The Resolution supports Caltrans preparing a PID and will “get the ball rolling”. Throughout the various project phases, there will be many opportunities for the City and the community to provide input.

As the proposed project and possible impacts are evaluated, City staff will determine if other improvements may be needed to mitigate these impacts and work toward implementing them. If studies show that the proposed complete streets improvements will impact existing traffic patterns, City staff will work with others, including Caltrans, to provide improvements to address these changes.

DISCUSSION:

Complete Streets

In December 2021, Caltrans adopted a Complete Streets Policy (Caltrans Director's Policy no. DP-37) for all new transportation projects it funds or oversees to ensure they include "Complete Street" features that provide safe and accessible options for people walking, biking and taking transit. This policy is intended to expand the availability of sustainable transportation options to help meet the state's climate, health and equity goals.

A Complete Street provides mobility for people of all ages and abilities, particularly those who are walking, biking, using assistive mobility devices, and riding transit. Complete Streets offer several benefits, including enhancing safety and creating more sustainable transportation options to decrease dependence on driving and improving public health by encouraging active transportation like walking and biking. As such, a Complete Street is an enhanced transportation facility that provides comfortable and convenient mobility, and improves accessibility and connectivity to destinations for all travelers, including pedestrians, bicyclists and motorists.

Complete Streets are especially attuned to the needs of people walking, using assistive mobility devices and maximize the existing right-of-way by prioritizing space efficient forms of mobility, such as walking and biking, while also facilitating goods movement in a manner with the least environmental and social impacts. Complete Streets shift the focus from vehicle movement as the primary goal to the movement of people and goods. The "all ages and abilities" concept strives to serve all users regardless of age, gender, race, or ability and inclusive of the mobility needs of children, older adults and people with disabilities by embodying best practices related to traffic calming, speed reduction, universal design, and roadway design to increase user safety and comfort as well as accessibility.

Traffic Safety

Between 2013 and 2019, Watsonville had a high pedestrian collision rate. During these years, the California Office of Traffic Safety Crash Rankings rated the City 4th, 4th, 1st, 2nd, 15th, 5th and 1st in the number of pedestrian collisions for cities with a population of 50,001 to 100,000.

The City has worked on improving mobility, accessibility and safety, given these high rates of pedestrian collisions. The City has developed and adopted several plans that embrace the concept of Complete Streets that were prepared in partnership with and partially funded by Caltrans. These include:

1. Downtown Watsonville Complete Streets Plan (completed in 2019)

2. Complete Streets to Schools Plan (2020)
3. Downtown Watsonville Specific Plan (drafted this year)

The City also adopted the 2020 Vision Zero Action Plan. Each Plan included public outreach, analysis of existing conditions and/or collision data and development of a list of project, programs and policies that would help reduce collisions.

The City has implemented Complete Streets recommendations as funding and resources come available. Recommended improvements installed to date include:

1. Upgraded bike lanes on Harkins Slough Road and Pennsylvania Drive
2. High-visibility crosswalks on Rodriguez Street and adjacent to many schools
3. Flashing beacons and in-ground lighting on Harkins Slough Road at Sunset Vista Drive

The City has also secured funding for installation of a pedestrian bridge at the Harkins Slough Road crossing of Highway 1 and various pedestrian and bicycle improvements at local schools and within the downtown area.

Main Street Re-Imagined

One of the main objectives of the Downtown Watsonville Specific Plan is to create a vibrant, safe, and active downtown. To help implement this vision, the Specific Plan calls for a number of measures, including allowing outdoor dining and seating to encourage activity and provide additional opportunities for community gathering; creating a complete and safe downtown for all users with pedestrian, bicycle, and mobility-aid friendly focused design; and improving pedestrian safety and comfort throughout the downtown through streetscape improvements.

As part of a robust community outreach for the Downtown Watsonville Specific Plan, community members expressed support for “re-imagining” Main Street (State Route 152), including improving downtown’s walkability with streetscape and public improvements such as installing wider sidewalks to allow more room for pedestrians, adding parklets to allow more space for outdoor dining, and reducing the number of lanes on Main Street to calm traffic and make it safer for pedestrians.

A key roadway improvement identified in the Downtown Watsonville Specific Plan, which was also included in the Downtown Watsonville Complete Streets Plan, involves reducing the number of travel lanes for Main Street from four to three with a center running left turn lane (or landscaped median) and one travel lane in each direction. As shown in the Mobility & Transportation Chapter of the Downtown Watsonville Specific Plan, another integral roadway improvement identified to support multimodal travel, increase safety, and improve access involves converting the segments of State Route 152 along East Lake Avenue and East Beach Street, which currently operate as one-way couplets, into two-way streets.

Reducing travel lanes and slowing down traffic on Main Street in the downtown will discourage motorists from “driving through” the downtown to get to other destinations, and

help reserve the historic downtown core between Freedom and Riverside as a destination in itself, with slower vehicle speeds and a safer experience for pedestrians.

The Environmental Impact Report for the Downtown Watsonville Specific Plan is currently underway, which includes a traffic analysis of the proposed lane reduction and East Lake/East Beach conversion.

Caltrans SHOPP Project Opportunity

Caltrans has been involved through the development and review of the various City Plans, as noted above. With the State's recent adoption of the Complete Streets Policy, they are now incorporating many of the complete streets recommendations into an upcoming State Highway Operation and Protection Program (SHOPP) Project No. 05-1P110 on State Route 152 here in Watsonville.

The approximately 7.5-mile project follows State Route (SR) 152 from the intersection with SR 1 to approximately 2 miles east of the intersection with Holohan Rd/College Rd (See attached Vicinity Map). The construction budget is $25M and installation is expected to begin in FY2031/32. Some of the improvements focus on maintaining and upgrading existing facilities and include the following:

1. Preserve Pavement. Rehabilitate or overlay the road surface for the full 7.5 miles.
2. Drainage. Rehabilitate Salsipuedes Creek Bridge which is a 15' diameter culvert, and replace culverts at SR152/Beach St and at Beach St/Carr St.
3. Signals. Replace/upgrade the traffic signal at Main St and Pennsylvania Dr.
4. Curb Ramps. Repair and/or upgrade approximately 97 curb ramps to ensure compliance with ADA requirements.
5. Guardrail. Remove and replace approximately 900 feet of guardrail.
6. Signage and striping. Replace existing signage, traffic striping and markings with new and more reflective materials.

Some of the improvements will be new and are Complete Streets Elements recommended in the Downtown Specific Plan. These are:

1. Bicycle Improvements. These include adding approximately 13,000 feet of Class IV Separated Bikeways in the Eastbound and Westbound directions from Green Valley Rd. to Freedom Blvd. The project also includes installing Bicycle Conflict Markings or green markings at approximately 7 intersections.
2. Pedestrian Improvements. These include Curb Extension and Bulb Outs on portions of Main St, East Lake Ave and East Beach St.
3. Road Diet. The project proposes a road diet on Main St. between Freedom Blvd and Beach St that reduces the number of travel lanes from four to three with one lane in each direction and a middle turn lane. While the Caltrans project only includes the portion of Main Street between Freedom Blvd and East Beach Street, City staff recommends that a separate City project extend the road diet to Riverside Drive. The project proposes to adjust the number of travel lanes, parking, bicycle and pedestrian improvements on the "couplet" portion of East Lake Avenue and East Beach Street. While conversion from one-way to two-way traffic on these streets is not proposed with

the Caltrans project, the improvements will be designed to allow for conversion at a future date.

Schedule

Caltrans project schedule includes the following phases:

1. Project Initiation Document (PID). The State is starting this phase now. It involves defining the project scope, getting input from stakeholders and estimating the project cost and schedule.
2. Project Approval & Environmental Document (PA&ED). This phase is expected to begin in 2024. It involves conducting preliminary engineering activities and preparation of the project environmental documents in compliance with California Environmental Quality Act (CEQA) guidelines.
3. Plans, Specifications & Estimate (PS&E). This phase is expected to begin in 2027. This is the detailed design and creates the construction documents that will be used for bidding and building the project.
4. Construction. With the construction documents complete, the project is put out to bid, the construction contract is awarded and the project is built. This is expected to begin in 2031.

City Support

As a part of preparing the PID, the State has asked that the Watsonville City Council provide a resolution of support for the project before the end of October 2022 and that the resolution acknowledge that implementation of the proposed complete streets elements "will increase mobility, accessibility and safety for all users and may alter existing traffic patterns, increase vehicle congestion and impact travel behavior."

Providing this resolution allows the City and Caltrans to agree on a project scope. With the scope defined, potential impacts can be assessed through traffic studies and environmental review and mitigations can be proposed and implemented. The Environmental Impact Report (EIR) currently being prepared for the Downtown Specific Plan includes the improvements proposed by the Caltrans Project and will be completed early next year. The EIR includes a traffic study. Caltrans will also conduct an environmental analysis, including a traffic study, as part of their PID and PA&ED phases. Since these studies are being done early in the process, the City will have opportunity to identify and implement any improvements that may be needed to address changes in traffic patterns. The PID and PA&ED phases serve as milestones and provide opportunities for the City and Caltrans to review and assess the project prior to beginning final design.

The City and Caltrans have successfully worked together to develop the Downtown Watsonville Specific Plan and the proposed Caltrans Project. City staff anticipates continued collaboration with Caltrans to ensure the safe and efficient movement of pedestrians, bicyclists, motorists and transit within and through the community.

Environmental Review:

This resolution is not considered a project under the California Environmental Quality Act

(CEQA). The project itself and supporting CEQA documentation will be developed by Caltrans as part of their PID.

STRATEGIC PLAN:
The resolution in support of the Caltrans SHOPP Project 05-1P110 is consistent with Strategic Plan Priorities:

1 - Housing
2 - Fiscal Health
3 - Infrastructure & Environment
4 - Economic Development
6 - Public Safety

FINANCIAL IMPACT:
There will be no new financial impacts to the City as a result of the Resolution.

ALTERNATIVE ACTION:
No reasonable alternatives are known at this time.

ATTACHMENTS AND/OR REFERENCES (If any):
1 – Vicinity Map


In Santa Cruz County
SCr-152-T0.310/4.14
EA: 05-1P110
eFIS: 0521000170
End Construction
Begin Construction
SANTA CRUZ
SAN BENITO
MONTEREY
SAN LUIS OBISPO
SANTA BARBARA
N
Santa Cruz County
Watsonville
Holohan Rd
Wagner Ave
Martinelli St
Tuttle Ave
Palm Ave
Clifford Ave
Auto Center Dr
Freedom Blvd
152
129
Attachment 1
Page 1 of 1
Miles
0
0.25
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1

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE IN SUPPORT OF CALTRANS PROJECT 05-1P110 INTEGRATING COMPLETE STREETS INFRASTRUCTURE AND COMPONENTS ALONG STATE ROUTE 152 WITHIN THE CITY OF WATSONVILLE

WHEREAS, in December 2021, the California Department of Transportation ("CALTRANS") adopted a Complete Streets Policy (Caltrans Director's Policy No. DP-37) for all new transportation projects it funds or oversees to ensure they include "Complete Street" features that provide safe and accessible options for people walking, biking and taking transit. This policy is intended to expand the availability of sustainable transportation options to help meet the state's climate, health and equity goals; and

WHEREAS, a Complete Street provides mobility for people of all ages and abilities, particularly those who are walking, biking, using assistive mobility devices, and riding transit. Complete Streets offer several benefits, including enhancing safety and creating more sustainable transportation options to decrease dependence on driving and improving public health by encouraging active transportation like walking and biking. As such, a Complete Street is an enhanced transportation facility that provides comfortable and convenient mobility, and improves accessibility and connectivity to destinations for all travelers; and

WHEREAS, Complete Streets are especially attuned to the needs of people walking, using assistive mobility devices and maximize the existing right-of-way by prioritizing space efficient forms of mobility, such as walking and biking, while also facilitating goods movement in a manner with the least environmental and social impacts; and

WHEREAS, Complete Streets shift the focus from vehicle movement as the primary goal to the movement of people and goods; and

WHEREAS, the "all ages and abilities" concept strives to serve all users regardless of age, gender, race, or ability and inclusive of the mobility needs of children, older adults and people with disabilities by embodying best practices related to traffic calming, speed reduction, universal design, and roadway design to increase user safety and comfort as well as accessibility; and

WHEREAS, the City understands that improving mobility, accessibility and safety for all users is of utmost importance to residents; and

WHEREAS, Complete Streets are consistent with the City's focus on traffic safety and Watsonville's adopted Vision Zero Plan that strives to eliminate traffic fatalities and injuries; and

WHEREAS, providing Complete Streets features for State Route 152 through downtown Watsonville are consistent with the City's Downtown Complete Streets Plan (2019), which provides a vision of a multi-modal, revitalized downtown that is safer and more accessible for all users and modes of transportation, including pedestrians, bicyclists, transit riders and motorists; and

WHEREAS, providing Complete Streets features for State Route 152 through downtown Watsonville are consistent with the City's Climate Action and Adaption Plan (2021), which calls for making Complete Streets improvements to Main Street as part of Measure T2-B (Pedestrian and Cyclist Multimodal Enhancements); and

WHEREAS, providing Complete Streets features for State Route 152 through downtown Watsonville are consistent with the vision, goals and policies of the draft Downtown Watsonville Specific Plan; and

WHEREAS, as the heart of the town, and the center of life and culture, Watsonville's downtown plays an important role in defining the city. Downtown's vibrancy provides important amenities—attracting people to a common area, a place for festivals and celebrations, a great place to start a small business, and a lively place that is attractive to young and old alike. The success of the downtown requires focusing the most intensive redevelopment on underutilized sites while at the same time protecting and enhancing historic properties. This area can afford the highest densities, the most pedestrian friendly design, and the greatest variety of uses. It is not only a business district, but also a neighborhood. Watsonville's downtown is envisioned to grow over time, and as such, the form and development of the downtown will be based on anticipated realities; and

WHEREAS, as part of robust community outreach for the Downtown Watsonville Specific Plan, community members have expressed support for "re-imagining" Main Street (SR 152), including improving downtown's walkability with streetscape and public improvements such as installing wider sidewalks to allow more room for pedestrians, adding parklets to allow more space for outdoor dining, and reducing the number of lanes on Main Street to calm traffic and make it safer for pedestrians; and

WHEREAS, Goal 10 of the Downtown Watsonville Specific Plan calls for providing convenient access and circulation for all modes of transportation; and

WHEREAS, Policy 10.1 (Complete Streets) calls for designing streets to provide safe and comfortable facilities for all people walking, biking, rolling, riding transit, or operating motor vehicles; and

WHEREAS, Policy 10.2 (Main Street) calls for re-designing Main Street (SR 152) as a traffic calmed street with an emphasis on active uses and the highest levels of pedestrian activity; and

WHEREAS, Policy 10.3 (CALTRANS Facilities) indicates that the City shall work with CALTRANS to re-imagine SR 152 to function as a downtown street with priority given to pedestrian and destination traffic; and

WHEREAS, a key roadway improvement identified in the Downtown Watsonville Specific Plan involves reducing the number of travel lanes for Main Street (SR 152) from four to three with a center two way left turn lane (or landscaped median) and one lane in each direction; and

WHEREAS, CALTRANS has begun work on a Project Initiation Document (PID) for Project No. 05-1P110, Highway 152 Watsonville Rehab/CAPM on State Route 152 from the Junction with State Route 1 to 0.5 miles east of Carlton Road and includes preserving pavement, rehabilitating traffic signals, upgrading curb ramps and other complete streets improvements; and

WHEREAS, the purpose of the PID process is to establish a well-defined project scope tied to a reliable cost estimate and schedule and precedes preparation of California Environmental Quality Act documents, final design and construction all of which shall be done by CALTRANS; and

WHEREAS, CALTRANS has agreed to consider incorporating into the PID for Project No. 05-1P110 complete streets concepts under consideration in the City's draft Downtown Watsonville Specific Plan such as improved and accessible pedestrian facilities, vehicle lane reductions and/or reconfigurations, and other improvements and/or modifications that will increase mobility, accessibility and safety for all users and may alter existing traffic patterns, increase vehicle delays, and impact travel behavior; and

WHEREAS, CALTRANS has requested that the Watsonville City Council provide a resolution stating that the City supports incorporation of the above completes streets concepts into the Project No. 01P150 PID and acknowledges and accepts the possible changes in and impact on traffic patterns and travel behavior.

NOW THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA AS FOLLOWS:

1. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution supporting incorporation of complete streets components into a Project Initiation Document does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and if a "project," is exempt under the "common sense" exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. If the Project proceeds, Caltrans will undertake the appropriate level of CEQA review for the Project as part of the PID phase.

2. The Watsonville City Council hereby adopts this resolution in support of Caltrans Project 05-1P110 integrating Complete Streets components into the Project Initiation Document for Caltrans Project No. 05-1P110 that will increase mobility, accessibility and safety for all users and may alter existing traffic patterns, increase vehicle congestion and delays, and impact travel behavior.

3. The adoption of this Resolution is intended to be symbolic and adoption of this Resolution by the City Council does not in any way commit any City funds to Caltrans Project No. 05-1P110.

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Agenda Report

MEETING DATE: **Tuesday, September 13, 2022**

TO: **City Council**

FROM: **COMMUNITY DEVELOPMENT DIRECTOR MERRIAM**
MATT ORBACH, PRINCIPAL PLANNER

SUBJECT: **PUBLIC HEARING TO CONSIDER A REQUEST FOR A TIME EXTENSION AND MINOR PERMIT MODIFICATION (PP2022-3320) FOR THE ENCOMPASS COMMUNITY SERVICES PORTION OF THE MILES LANE PROJECT (PP2019-14) ON A 0.99-ACRE SITE LOCATED AT 161 MILES LANE (APN 016-491-07)**

STATEMENT OF ISSUES:
Encompass Community Services is requesting a one-year Time Extension and Minor Permit Modification (PP2022-3320) for the Encompass Community Services portion of the Miles Lane Project (PP2019-14) located at 161 Miles Lane in order to sustain their programming and apply for building permits before the end of 2022.

RECOMMENDED ACTION:
Staff recommends City Council approve the application for a Time Extension and Minor Permit Modifications for 161 Miles Lane (PP2022-3320).

BACKGROUND:
On June 23, 2020, the City Council of the City of Watsonville took the following actions:

- Adopted Resolution No. 120-20 approving (1) the Mitigated Negative Declaration (PP2019-14) for the Miles Lane Project a 4.7± Acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California (APNs 016-491-01, -02, & -03, & 016-111-44); and (2) concurrently approving a Mitigation Monitoring and Reporting Program for the Project, in accordance with the California Environmental Quality Act (Attachment 4);
- Adopted Resolution No. 121-20 approving a Lot Line Adjustment, Density Bonus, and Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14) to allow construction of the Miles Lane Project, which included a substance abuse facility and 72 affordable housing units, on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville (APNs 016-491-01, -02, & -03, & 016-111-44) (Attachment 5); and
- Introduced Ordinance No. 1407-20 to adopt a Planned Development Overlay District on the underlying residential district for Santa Cruz County Assessor's Parcel

Numbers 016-491-01, -02, & -03, & 016-111-44 and direct changes on the Zoning Map of the City of Watsonville (Attachment 6).

On July 7, 2020, the City Council of the City of Watsonville took the following actions:

- Adopted Ordinance No. 1407-20 establishing a Planned Development Overlay District on the underlying residential district for Santa Cruz County Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 and directing changes to the Zoning Map of the City of Watsonville.

On April 18, 2022, Encompass Community Services, applicant, on behalf of the owner of the property located at 161 Miles Lane (APN: 016-491-07), requested issuance of a Time Extension with Minor Permit Modification (PP2022-3320). The application includes a request for a one-year entitlement extension for the Encompass portion of the Miles Lane Project (noted on the plan set as "Encompass Residential" and "Encompass Outpatient" buildings) and minor permit modifications. Minor permit modifications include a 400± square foot addition and minor changes to the approved elevations of the Encompass Residential building and to the floor plans of both buildings.

DISCUSSION:

Time Extension

Under 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." The applicant submitted their application and fee on April 18, 2022, 67 days prior to the June 23, 2022, expiration date for the entitlements granted under PP2019-14.

The applicant has requested a one-year time extension in order to reach their goal of breaking ground on the project by January 2023 and completing the project by January 2024. The applicant has made significant progress towards initiating the construction phase of the project, but in order to best serve their clients and community, they are creating and implementing a transition plan that helps them avoid a two-phase project that would significantly extend construction time. An extension to the current entitlements would allow them the time and flexibility to sustain their programming and apply for building permits before the end of 2022 (Attachment 2).

As the hearing body who originally approved the permit, the City Council may approve the applicant's request for a one-year extension.

Minor Modifications

The applicant is requesting several minor permit modifications including minor changes to the floor plan and the approved elevations. The proposed changes include a 400± square foot addition to the Encompass Residential Building that will provide room for a relocated bathroom and expanded intake, consultation, and common living/dining room areas. The proposed floor plans also rearrange the previously approved floor plans of both buildings and include minor

modifications to the elevations (relocation of several gabled and hipped roof areas and window and door location changes) to accommodate those changes (Attachment 1).

Minor revisions are subject to three limitations under WMC §14-12.1000. Those limitations and the associated staff analysis are below.

(1) Requests that involve less than twenty-five (25%) percent of the building area or project site area where the application involves new construction;

Staff Analysis: The proposed 400-square-foot addition is only 5% of the building area (7,390 sq. ft.).

(2) Requests that involve minor changes in color, material, signage, design, landscape material or parking or driveway orientation; or

Staff Analysis: The proposed modifications involve minor changes to the design of the residential building. Those changes reflect the existing color, materials, and design of the building as it was originally approved.

(3) Requests that involve minor design changes which represent improvements to previous engineering, site design, or building practices provided the request does not change the character of the project or result in negative impacts to adjoining properties, drainage facilities, or rights-of-way.

Staff Analysis: The proposed modifications are design-oriented and do not change the character of the project or result in negative impacts to the adjoining properties, drainage facilities, or rights-of-way.

WMC §14-12.1000 authorizes the Zoning Administrator to approve minor amendments to the terms of approval of a development permit, but Staff is requesting City Council review and approve the minor modifications because the City Council was the hearing body who approved the permit (PP2019-14).

STRATEGIC PLAN:

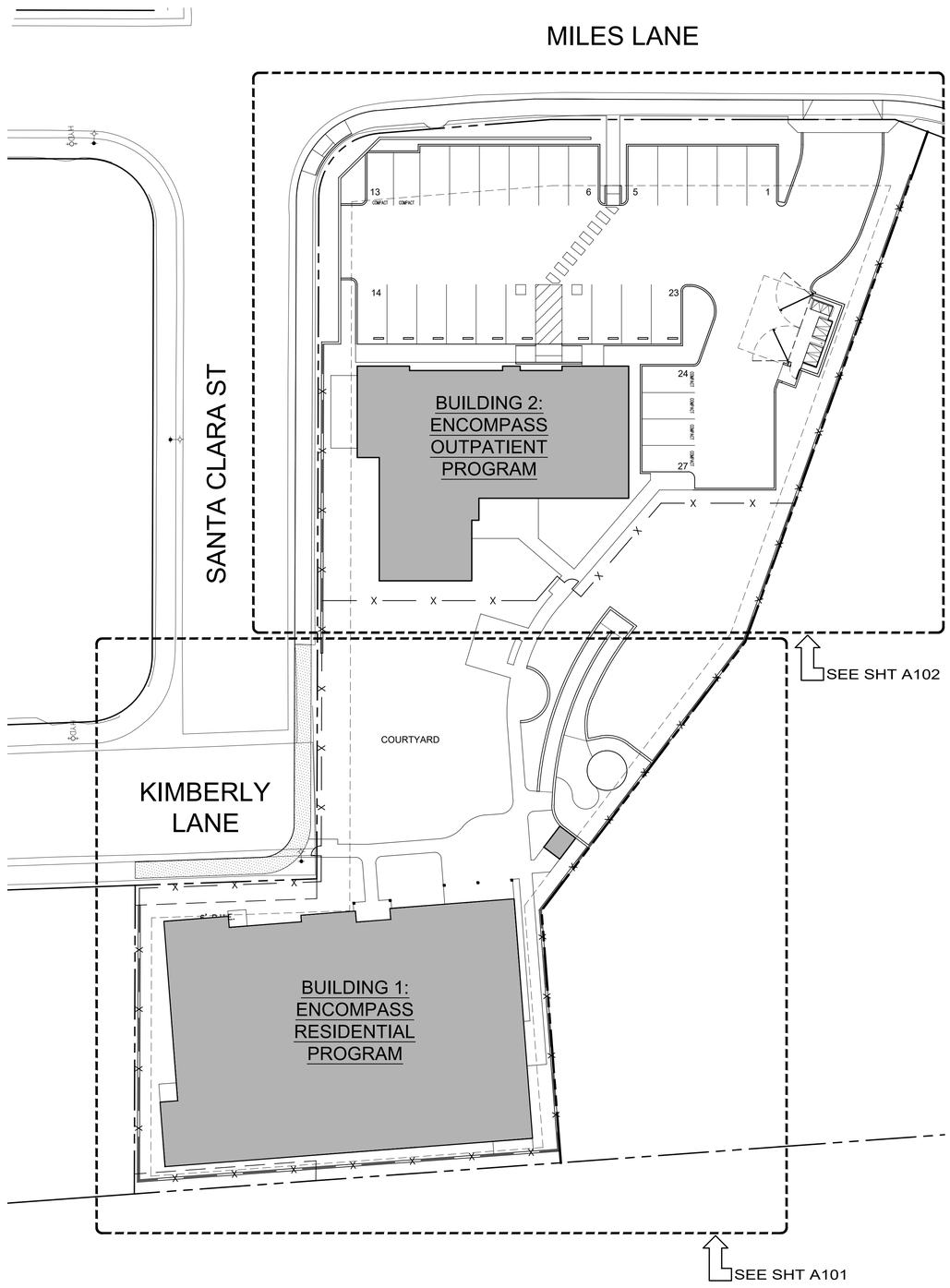
The purpose of the City of Watsonville's 2018-2020 Strategic Plan is to help the City prioritize its efforts, allocating both fiscal and human resources to achieve a shared vision and goals. The 2018-20 Strategic Plan identifies six goals, concerning housing, fiscal health, infrastructure and environment, economic development, community engagement and well-being, and public safety.

This action is consistent with the Council's goal to expand quality housing opportunities, in that the Project would provide affordable housing for lower income households and is designed in conformance with the City's *Livable Community Residential Design Guidelines* (2001).

FINANCIAL IMPACT:
The Project applicant would pay development impact fees at either at issuance of building permits or certificate of occupancy. These one-time fees paid to the City by developers are used to offset additional costs, such as extending public services to a site along with partially funding road improvements.

ALTERNATIVE ACTION:
The Council may deny the requested Time Extension with Minor Permit Modification (PP2022-3320), provided the Council provides substantial evidence contrary to making required findings.

ATTACHMENTS AND/OR REFERENCES (If any):
1. 161 Miles Lane – Full Plan Set – 04.04.2022
2. 161 Miles Lane – Entitlement Extension Narrative
3. June 23, 2020, City Council Staff Report for PP2019-14
4. Resolution No. 120-20 – Adopting MND for PP2019-14
5. Resolution No. 121-20 – Approving PP2019-14
6. Ordinance No. 1407-20 – Planned Development Overlay
7. 161 Miles Lane – PP2022-3320 - Resolution



OVERALL SITE PLAN

SCALE: 1"=20'-0"

Attachment 1
Page 1 of 14

WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

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LICENSED ARCHITECT
HENRY PETER RUHNKE
No. C26266
REN 4/30/23
STATE OF CALIFORNIA

SI SE PUEDE BEHAVIORAL HEALTH
CENTER AT WATSONVILLE, CA

APN: 016-491-07

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

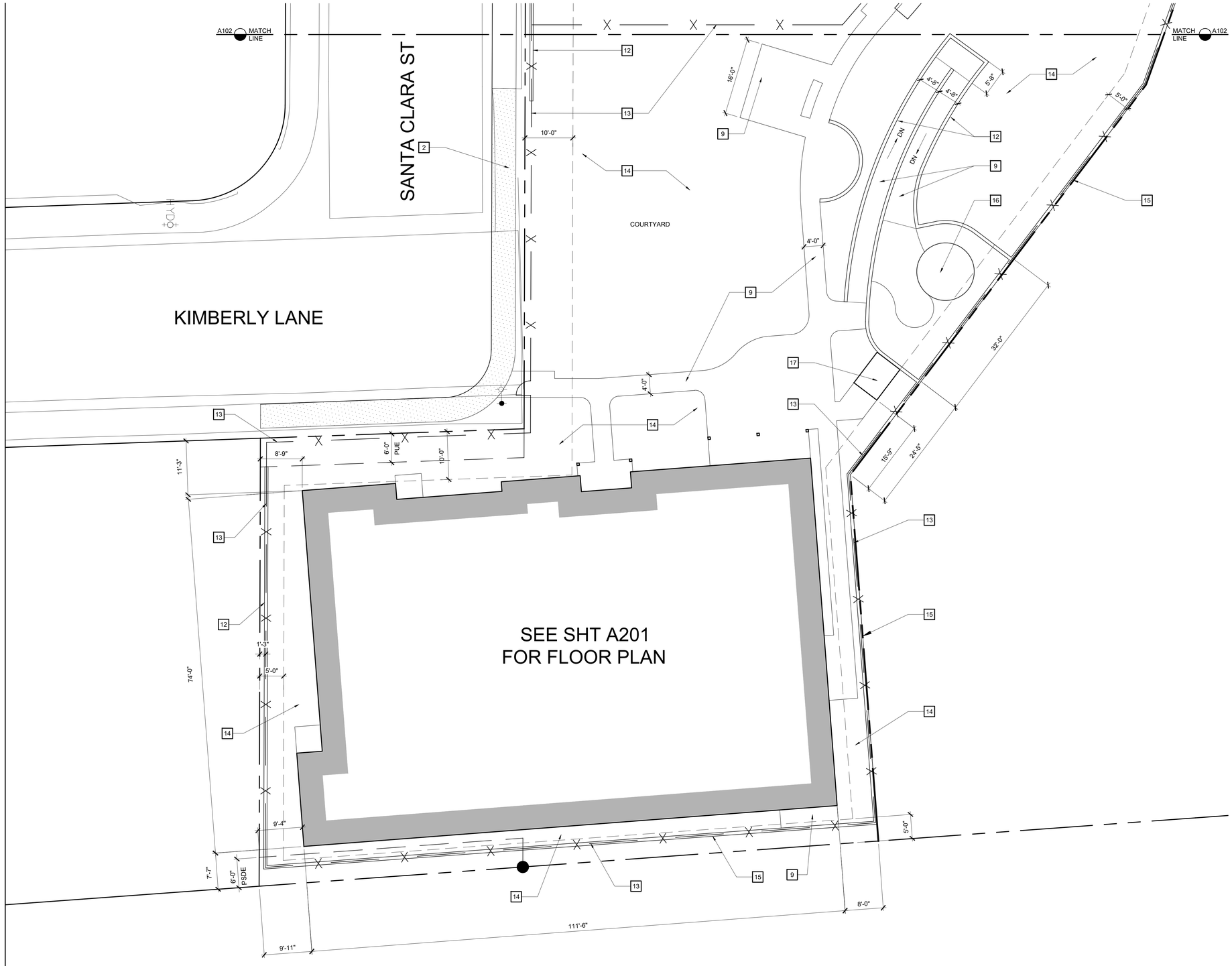
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17115.5

PRINT DATE:
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SHEET NAME
OVERALL SITE PLAN

SHEET NO.
A100

FILE NAME: 17115.5-A100



KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES (N) CONCRETE APPROACH PER CITY STANDARDS - SEE CIVIL ENGINEER'S DRAWINGS
2. INDICATES (N) CONCRETE SIDEWALK, CURB & GUTTER PER CITY STANDARDS - SEE CIVIL ENGINEER'S DRAWINGS
3. INDICATES (N) ACCESSIBLE CURB RAMP PER CITY STANDARDS - SEE CIVIL ENGINEER'S DRAWINGS
4. INDICATES (N) AC PAVING PER CITY STANDARDS - SEE CIVIL ENGINEER'S DRAWINGS
5. INDICATES (N) 6" CONC CURB - SEE CIVIL ENGINEER'S DRAWINGS
6. INDICATES (N) WHITE PAINTED STALL STRIPING PER CITY STANDARDS
7. INDICATES (N) ACCESSIBLE PARKING STALLS & ACCESS AISLE - SEE NOTED DETAIL
8. INDICATES (N) CMU TRASH ENCLOSURE w/ METAL ROOF PER CITY STANDARDS - SEE NOTED DETAIL
9. INDICATES (N) CONCRETE WALKS & PADS w/ MEDIUM BROOM FINISH - SEE CIVIL ENGINEER'S DRAWINGS
10. INDICATES (N) PRE-CAST CONC WHEELSTOP - SEE NOTED DETAIL
11. INDICATES (N) DETECTABLE WARNING PAD - SEE NOTED DETAIL
12. INDICATES (N) CMU RETAINING WALL - SEE CIVIL ENGINEER'S DRAWINGS
13. INDICATES (N) 6'-0"h WOOD FENCE - SEE CIVIL ENGINEER'S DRAWINGS
14. INDICATES (N) LANDSCAPE AREA - SEE LANDSCAPE ARCHITECT'S DRAWINGS
15. INDICATES <E> RETAINING WALL (BY OTHERS) - NOT A PART OF THIS PERMIT
16. INDICATES RELOCATED <E> TRIBAL SWEAT LODGE
17. INDICATES (N) 6'x8' PRE-FAB SHED (BY OTHERS) FOR BED BUG OVENS

PLAN NORTH

BUILDING 1
PARTIAL SITE PLAN

SCALE: 1"=10'-0"

Attachment 1
Page 2 of 14

WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

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JHENRY PETER RUHNKE
No. C26266
REN 4/30/23
STATE OF CALIFORNIA

SI SE PUEDE BEHAVIORAL HEALTH
CENTER AT WATSONVILLE, CA

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

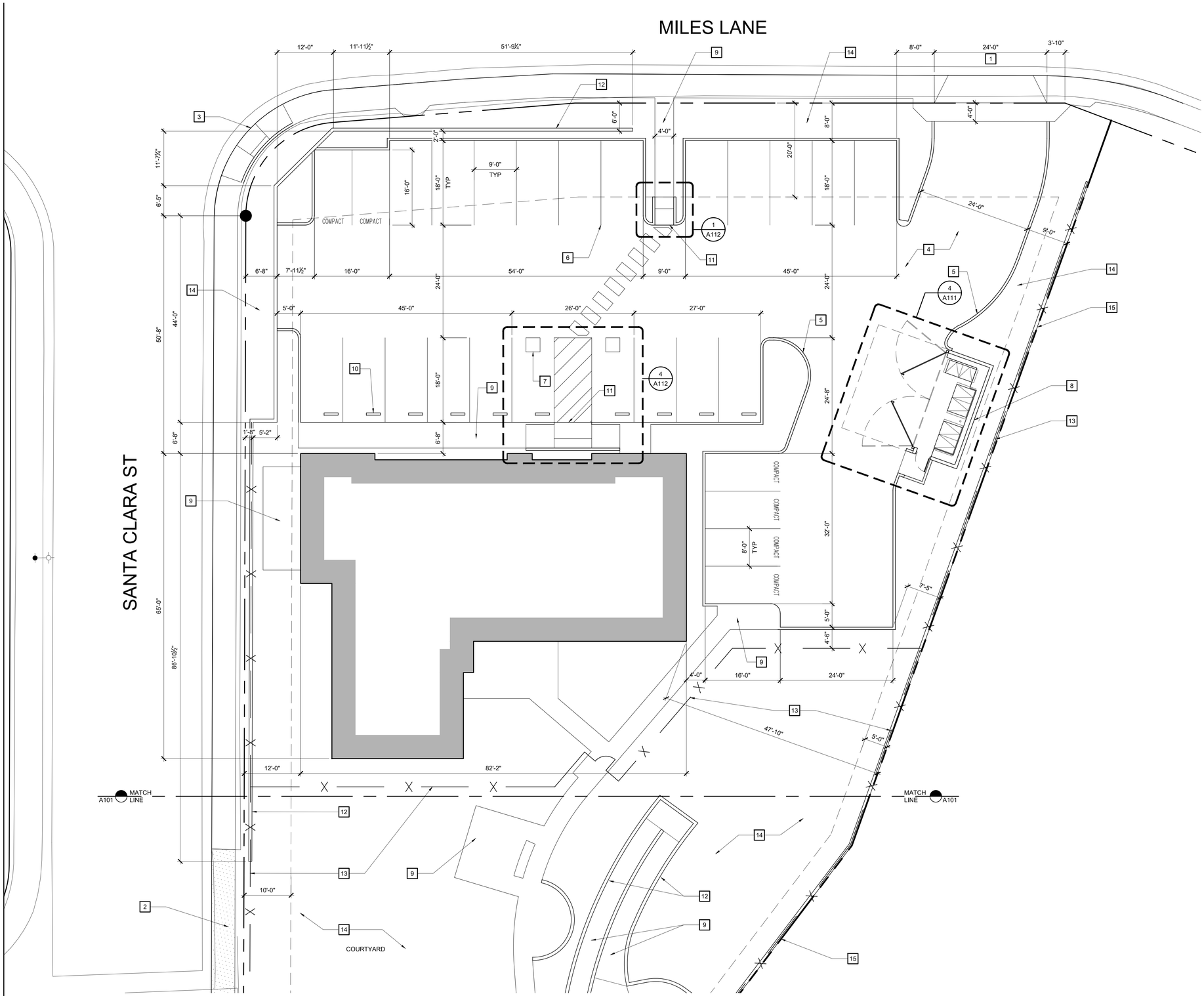
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SHEET NAME
BUILDING 1
PARTIAL
SITE PLAN

SHEET NO.
A101

FILE NAME: 17115.5-A101



BUILDING 2 PARTIAL SITE PLAN

SCALE: 1"=10'-0"

KEY NOTES

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WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

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LICENSED ARCHITECT JHANNY PETER RUHNKE No. C31266 REN 8/30/23 STATE OF CALIFORNIA

SI SE PUEDE BEHAVIORAL HEALTH CENTER AT WATSONVILLE, CA

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

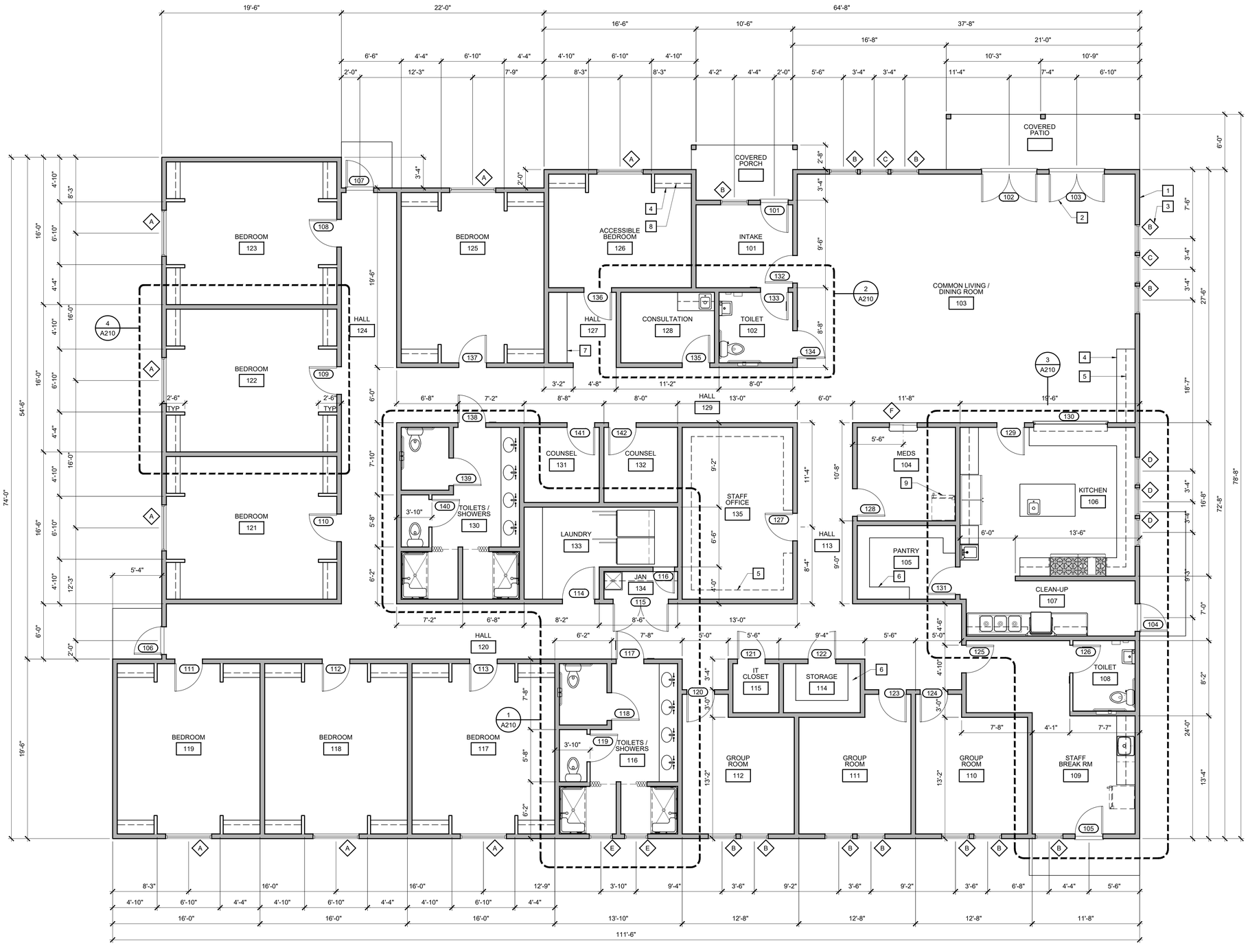
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BUILDING 2 PARTIAL SITE PLAN

SHEET NO.
A102

FILE NAME: 17115.5-A102



BUILDING 1 FLOOR PLAN

SCALE: 3/16"=1'-0"

KEY NOTES

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1 -

WALL KEY

(N) 2x6 DF#2 (min) @ 16"oc w/ R-19 batt insulation

(N) 2x4 DF#2 (min) @ 16"oc w/ R-13 batt insulation

Attachment 1
Page 4 of 14

WALD RUHNKE & DOST ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

PHONE: 831.649.4642

FAX: 831.649.3530

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SI SE PUEDE BEHAVIORAL HEALTH CENTER AT WATSONVILLE, CA

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

APN: 016-491-07

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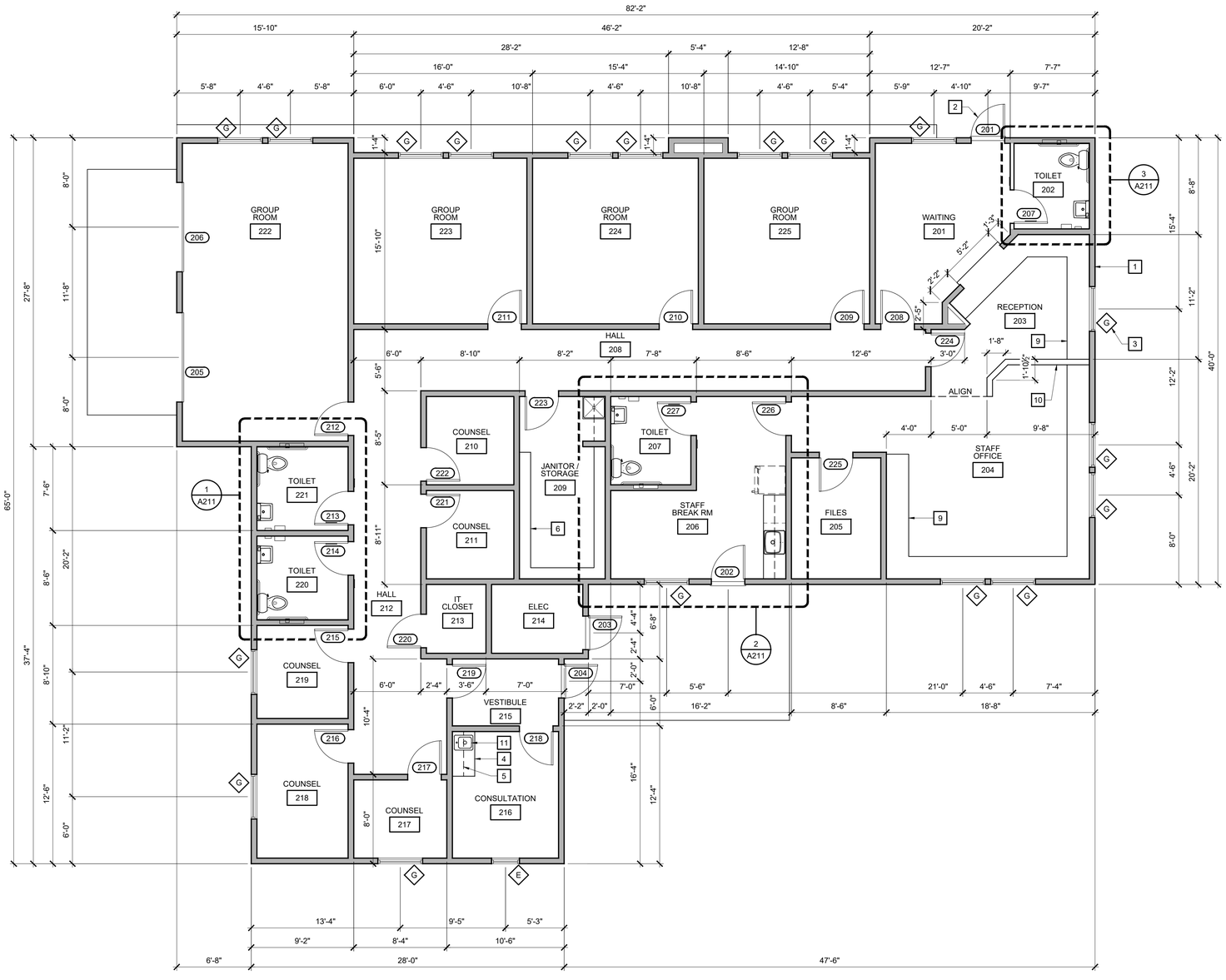
SHEET NAME

BUILDING 1 FLOOR PLAN

SHEET NO.

A201

FILE NAME: 17115.5-A201



BUILDING 2 FLOOR PLAN

SCALE: 3/16"=1'-0"

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1 -

WALL KEY

(N) 2x6 DF#2 (min) @ 16"oc w/ R-19 batt insulation

(N) 2x4 DF#2 (min) @ 16"oc w/ R-13 batt insulation

Attachment 1
Page 5 of 14

WALD RUHNKE & DOST ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

PHONE: 831.649.4642

FAX: 831.649.3530

WWW.WRDARCH.COM

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LICENSED ARCHITECT — JHANRY PETER RUHNKE — No. C26266 — REN 4/30/23 — STATE OF CALIFORNIA

SI SE PUEDE BEHAVIORAL HEALTH
CENTER AT WATSONVILLE, CA

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

APN: 016-491-07

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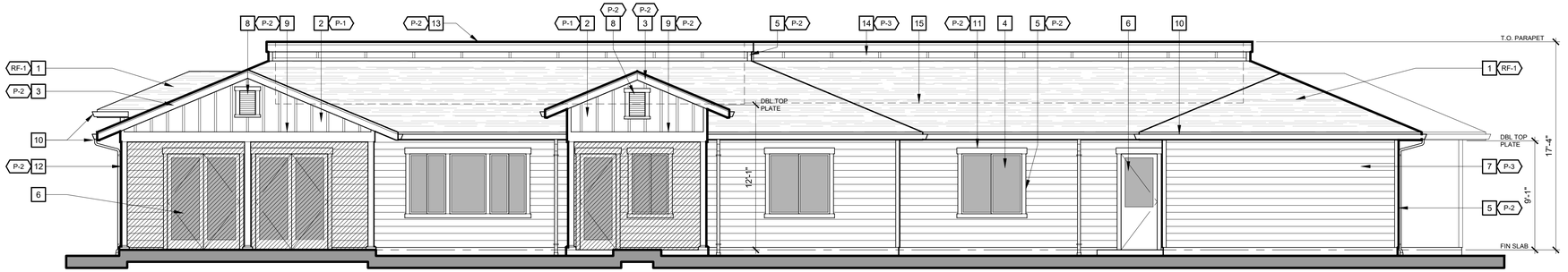
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BUILDING 2 FLOOR PLAN

SHEET NO.

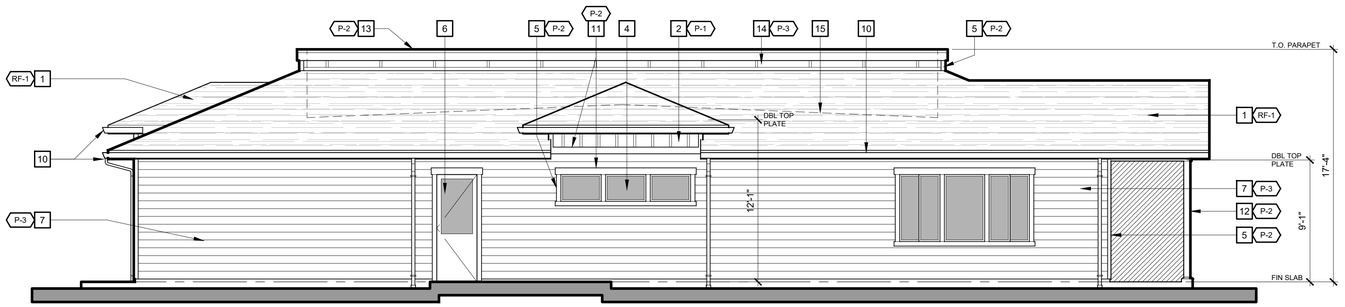
A202

FILE NAME: 17115.5-A202



1 BUILDING 1 NORTH ELEVATION

SCALE: 3/16" = 1'-0"



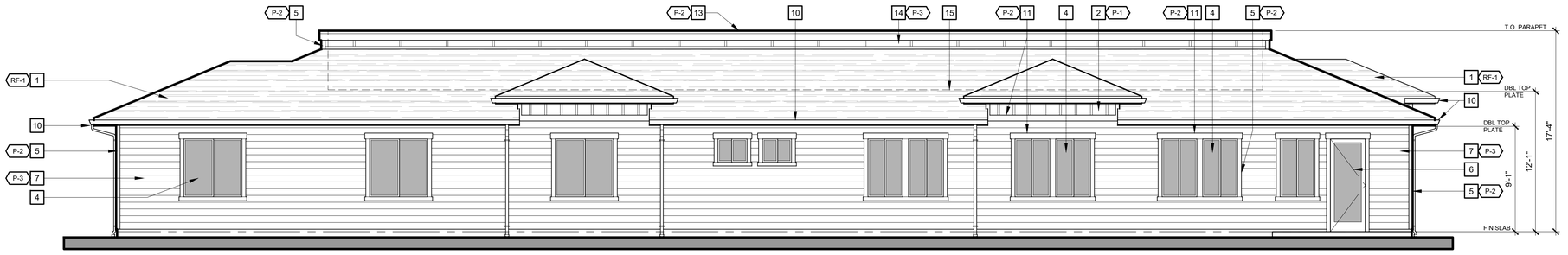
2 BUILDING 1 EAST ELEVATION

SCALE: 3/16" = 1'-0"



3 BUILDING 1 WEST ELEVATION

SCALE: 3/16" = 1'-0"



4 BUILDING 1 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

KEY NOTES

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1. INDICATES 30-YEAR, CLASS 'A' COMPOSITION ASPHALT SHINGLES o/ 30# SAT FELT - SEE 'ROOF PLAN' FOR ADDITIONAL INFORMATION
2. INDICATES FIBER CEMENT VERTICAL SIDING w/ COMPOSITE BATTENS @ 16"oc o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
3. INDICATES 2x8 WOOD FASCIA w/ 2" PRE-FINISHED ALUMINUM SHINGLE STRIP
4. INDICATES DUAL GLAZED WINDOW SYSTEM - SEE 'WINDOW SCHEDULE' FOR MATERIAL AND SIZE
5. INDICATES 2x4 COMPOSITE TRIM
6. INDICATES DOOR - SEE 'DOOR SCHEDULE' FOR MATERIAL AND SIZE
7. INDICATES FIBER CEMENT HORIZONTAL LAP SIDING o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
8. INDICATES SHEET METAL GABLE VENTS - SEE 'ROOF PLAN' FOR SIZE AND ADDITIONAL INFORMATION
9. INDICATES 2x10 COMPOSITE HORIZONTAL TRIM w/ GALV METAL 'Z' FLASHING - SEE NOTED DETAIL
10. INDICATES 2x8 WOOD FASCIA w/ PRE-FINISHED ALUMINUM GUTTER & DOWNSPOUTS - SEE 'ROOF PLAN' FOR ADDITIONAL INFORMATION
11. INDICATES 2x6 COMPOSITE HORIZONTAL TRIM w/ GALV METAL 'Z' FLASHING - SEE NOTED DETAIL
12. INDICATES STRUCTURAL COLUMN (TYP OF 5) - SEE STRUCTURAL ENGINEER'S DRAWINGS
13. INDICATES BONDERIZED GALVANIZED SHEET METAL FLASHING CAP w/ 2" LEGS - SEE NOTED DETAIL
14. INDICATES FIBER CEMENT VERTICAL SIDING w/ COMPOSITE BATTENS @ 48"oc o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
15. INDICATES ROOF WELL BEYOND - SEE 'ROOF FRAMING PLAN' & BUILDING SECTIONS FOR ADDITIONAL INFORMATION

EXTERIOR FINISH LEGEND

- P-1 VERTICAL FIBER CEMENT SIDING: SHERWIN WILLIAMS - SW7005 'PURE WHITE'
- P-2 WOOD TRIM: SHERWIN WILLIAMS - SW7005 'PURE WHITE'
- P-3 HORIZONTAL FIBER CEMENT LAP SIDING: SHERWIN WILLIAMS - SW0037 'MORRIS ROOM GREY'

VINYL WINDOWS: WHITE FRAMES w/ CLEAR GLASS

- RF-1 ASPHALT ROOF SHINGLES: GAF TIMBERLINE HD - 'STONE GRAY' CRRC PRODUCT ID# 0676-0137

ALUMINUM PRE-FINISHED GUTTERS & DOWNSPOUTS: WHITE

PAINT FINISH:
ALL SIDING: FLAT
ALL TRIM, FLASHING AND FASCIAS: EGGSHELL
DOORS AND DOOR FRAMES: SEMI-GLOSS

WR&D
WALD RUHNKE & DOST
ARCHITECTS LLP

2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
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LICENSED ARCHITECT
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REN 4.30.23
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SI SE PUEDE BEHAVIORAL HEALTH
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APN: 016-491-07

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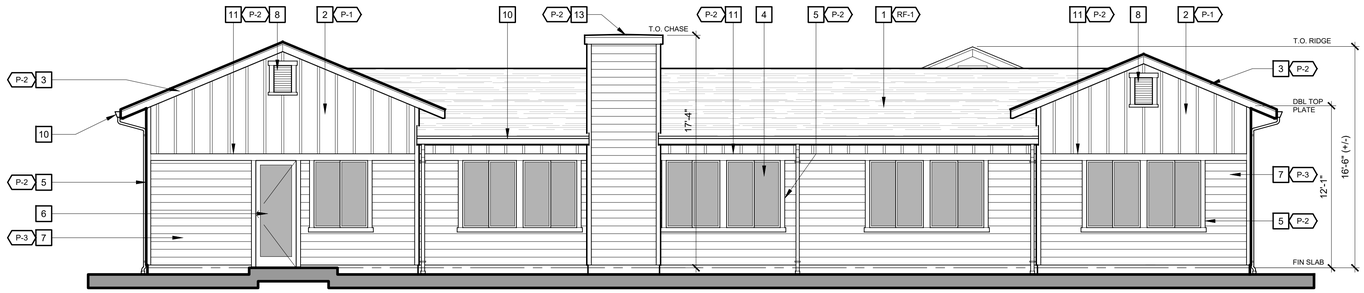
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BUILDING 1 EXTERIOR ELEVATIONS

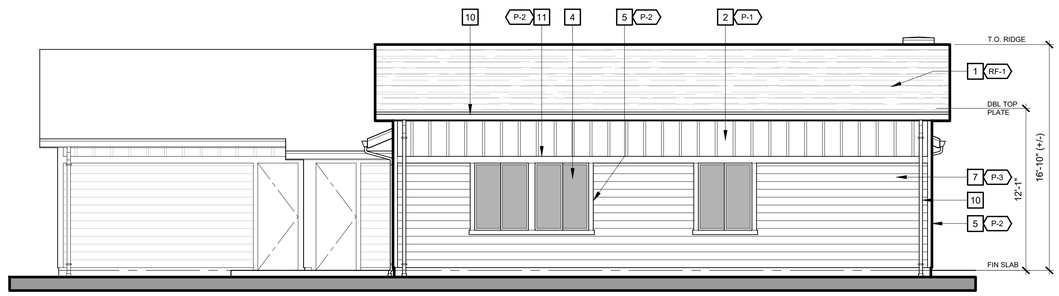
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FILE NAME: 17115.5-A301

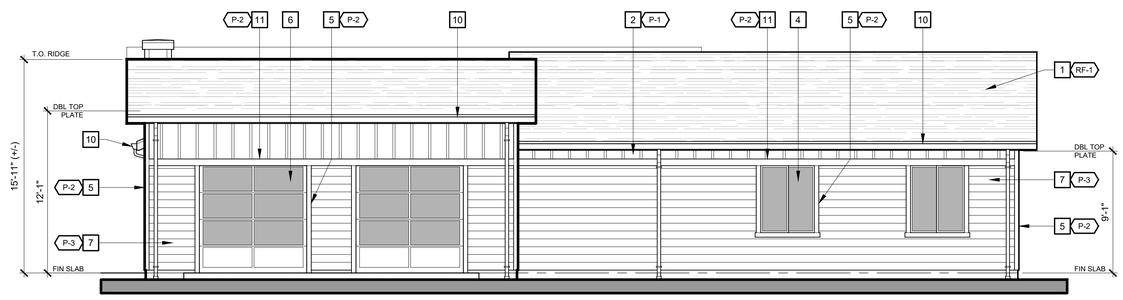
Attachment 1
Page 6 of 14



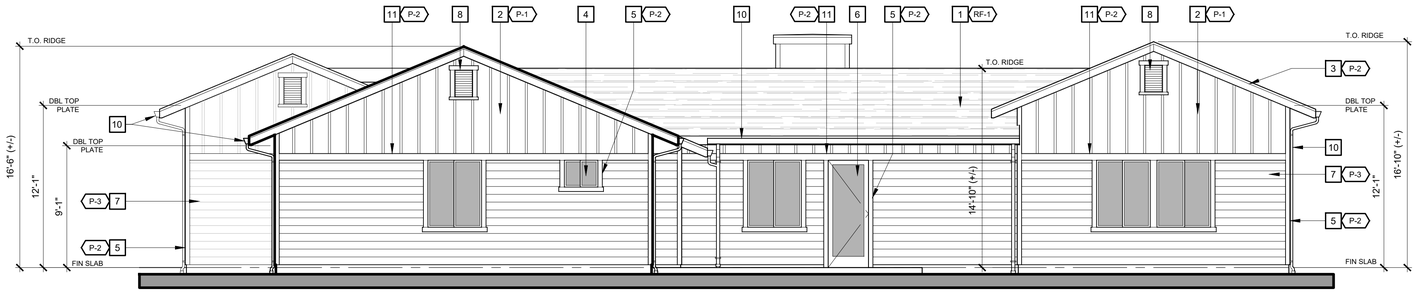
1 BUILDING 2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING 2 EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 BUILDING 2 WEST ELEVATION
SCALE: 3/16" = 1'-0"



4 BUILDING 2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES 30-YEAR, CLASS 'A' COMPOSITION ASPHALT SHINGLES o/ 30# SAT FELT - SEE 'ROOF PLAN' FOR ADDITIONAL INFORMATION
2. INDICATES FIBER CEMENT VERTICAL SIDING w/ COMPOSITE BATTENS @ 16"oc o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
3. INDICATES 2x8 WOOD FASCIA w/ 2" PRE-FINISHED ALUMINUM SHINGLE STRIP
4. INDICATES DUAL GLAZED WINDOW SYSTEM - SEE 'WINDOW SCHEDULE' FOR MATERIAL AND SIZE
5. INDICATES 2x4 COMPOSITE TRIM
6. INDICATES DOOR - SEE 'DOOR SCHEDULE' FOR MATERIAL AND SIZE
7. INDICATES FIBER CEMENT HORIZONTAL LAP SIDING o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
8. INDICATES SHEET METAL GABLE VENTS - SEE 'ROOF PLAN' FOR SIZE AND ADDITIONAL INFORMATION
9. INDICATES 2x10 COMPOSITE HORIZONTAL TRIM w/ GALV METAL 'Z' FLASHING - SEE NOTED DETAIL
10. INDICATES 2x8 WOOD FASCIA w/ PRE-FINISHED ALUMINUM GUTTER & DOWNSPOUTS - SEE 'ROOF PLAN' FOR ADDITIONAL INFORMATION
11. INDICATES 2x6 COMPOSITE HORIZONTAL TRIM w/ GALV METAL 'Z' FLASHING - SEE NOTED DETAIL
12. INDICATES STRUCTURAL COLUMN (TYP OF 5) - SEE STRUCTURAL ENGINEER'S DRAWINGS
13. INDICATES BONDERIZED GALVANIZED SHEET METAL FLASHING CAP w/ 2" LEGS - SEE NOTED DETAIL
14. INDICATES FIBER CEMENT VERTICAL SIDING w/ COMPOSITE BATTENS @ 48"oc o/ WRB - SEE WALL ASSEMBLY DETAILS FOR ADDITIONAL INFORMATION
15. INDICATES ROOF WELL BEYOND - SEE 'ROOF FRAMING PLAN' & BUILDING SECTIONS FOR ADDITIONAL INFORMATION

EXTERIOR FINISH LEGEND

- P-1 VERTICAL FIBER CEMENT SIDING: SHERWIN WILLIAMS - SW7005 'PURE WHITE'
- P-2 WOOD TRIM: SHERWIN WILLIAMS - SW7005 'PURE WHITE'
- P-3 HORIZONTAL FIBER CEMENT LAP SIDING: SHERWIN WILLIAMS - SW0037 'MORRIS ROOM GREY'

VINYL WINDOWS: WHITE FRAMES w/ CLEAR GLASS

- RF-1 ASPHALT ROOF SHINGLES: GAF TIMBERLINE HD - 'STONE GRAY' CRRC PRODUCT ID# 0676-0137

ALUMINUM PRE-FINISHED GUTTERS & DOWNSPOUTS: WHITE

PAINT FINISH:
ALL SIDING: FLAT
ALL TRIM, FLASHING AND FASCIAS: EGGSHELL
DOORS AND DOOR FRAMES: SEMI-GLOSS

WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

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LICENSED ARCHITECT
JHONNY PETER RUHNKE
No. C31266
REN 1/30/23
STATE OF CALIFORNIA

SI SE PUEDE BEHAVIORAL HEALTH CENTER AT WATSONVILLE, CA

Encompass Community Services
380 Encinal Street, Ste 200
Santa Cruz, California 95060

APN: 016-491-07

JOB NO. 17115.5
PRINT DATE:
PLOT DATE: 4.4.2022
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME
BUILDING 2 EXTERIOR ELEVATIONS

SHEET NO.
A302

FILE NAME: 17115.5-A302

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND ACCOMPANYING SPECIFICATIONS, IN ADDITION ALL WORK SHALL ALSO CONFORM WITH THE FOLLOWING:
– LATEST REVISION OF THE CITY OF WATSONVILLE DESIGN STANDARDS AND SPECIFICATIONS
– THE LATEST REVISION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS (STATE SPECIFICATIONS)
– THE 2019 EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA ENERGY CODE (CEnC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA FIRES CODE (CFC).
–STATE GENERAL CONSTRUCTION PERMIT (ORDER NO. 2012–0006–DWQ, NPDES NO. CAS000002.)

2. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS, DETAILS, AND SPECIFICATIONS AND SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION. IN THE EVENT THAT THE CONTRACTOR FINDS ANY DISCREPANCIES, OMISSIONS, OR DEFICIENCIES IN THE PLANS, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER.

3. IT IS THE CONTRACTORS RESPONSIBILITY TO SECURE ALL REQUIRED PERMITS PRIOR TO THE START OF CONSTRUCTION. GRADING PERMITS EXPIRE 180 DAYS FROM ISSUANCE DATE.

4. THE LOCATIONS AND SIZE OF UNDERGROUND UTILITIES AND OR OTHER STRUCTURES SHOWN HEREON WERE OBTAINED FROM A FIELD SURVEY (BY OTHERS) AND OR FROM RECORD INFORMATION. NEITHER THE ENGINEER NOR THE OWNER MAKES ANY REPRESENTATION TO THE ACCURACY OF SIZE AND OR LOCATION OF ANY OF THE UTILITIES OR STRUCTURES SHOWN ON THESE PLANS NOR FOR THE EXISTENCE OF ANY OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED THAT ARE NOT SHOWN ON THIS PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE AND LOCATION OF EXISTING UNDERGROUND UTILITIES, SURFACE IMPROVEMENTS, AND OTHER STRUCTURES AND TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING APPROPRIATE UTILITY COMPANIES AND REQUESTING VERIFICATION OF SERVICE POINTS, FIELD VERIFICATION OF LOCATION, SIZE, DEPTH, ETC. FOR ALL THEIR FACILITIES AND TO COORDINATE WORK SCHEDULES.

6. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (800) 227–2600 AT LEAST 48 HOURS PRIOR TO EXCAVATION TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND MAINTAIN A CURRENT DIG ALERT/811 TICKET THROUGHOUT THE PROJECT.

7. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ANY CURRENTLY APPLICABLE SAFETY LAW OF ANY JURISDICTIONAL BODY. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT THE STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND THE CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA. FOR ALL TRENCH EXCAVATION FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.

8. EXISTING CURB, GUTTER, SIDEWALK, SURVEY MONUMENTS, AND OTHER IMPROVEMENTS WITHIN PROJECT SITE THAT ARE DAMAGED OR DISPLACED AS A RESULT OF THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR.

9. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS AND SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. THE CONTRACTOR AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE ENGINEER, AND ALL DESIGN CONSULTANTS FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES OR DAMAGES ARISING FROM THE PERFORMANCE OF THE WORK DESCRIBED HEREIN EXCEPT THOSE ARISING FROM THE SOLE NEGLIGENCE OF ANY OF THE PREVIOUSLY MENTIONED PEOPLE OR ENTITIES. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL, OFF–HAUL AND DISPOSE OF ALL ITEMS TO BE REMOVED INCLUDING BUT NOT LIMITED TO: ASPHALT, CONCRETE STRIPING, ANY AND ALL OTHER DEBRIS FROM THE SITE, EXCESS FROM TRENCHING AND PAVEMENT CONSTRUCTION, TREES AND ROOT–BALLS FENCING AND SPOILS FROM EXCAVATION AT THE CONTRACTOR'S EXPENSE.

11. IF ARCHAEOLOGICAL RESOURCES OR HUMAN REMAINS ARE DISCOVERED DURING CONSTRUCTION, WORK SHALL BE HALTED WITHIN 150 FEET OF THE FIND UNTIL IT CAN BE EVALUATED BY A QUALIFIED PROFESSIONAL ARCHAEOLOGIST. IF THE FIND IS DETERMINED TO BE SIGNIFICANT, APPROPRIATE MITIGATION MEASURES SHALL BE FORMULATED AND IMPLEMENTED.

12. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE ENGINEER AND BUILDING OFFICIALS AS WELL AS THE OWNER PRIOR TO THEIR CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON RECORD DRAWINGS PRIOR TO THE ACCEPTANCE OF THE WORK AS COMPLETE. ANY CHANGES TO OR DEVIATIONS FROM THE PLANS MADE WITHOUT AUTHORIZATION SHALL BE AT THE CONTRACTOR'S SOLE RISK AND SHALL ABSOLVE THE ENGINEER OF ANY AND ALL RESPONSIBILITY ASSOCIATED WITH THE CHANGE OR DEVIATION.

13. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO KEEP THE SITE AND ADJACENT AREAS FREE FROM DIRT AND DEBRIS. SHOULD ANY DIRT OR DEBRIS BE DEPOSITED IN THE PUBLIC RIGHT–OF–WAY, THE CONTRACTOR SHALL REMOVE IT IMMEDIATELY.

14. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT AIRBORNE DUST FROM BECOMING A NUISANCE. DUST CONTROL MEASURES TO BE IMPLEMENTED INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
A) PROVIDE EQUIPMENT AND MANPOWER REQUIRED FOR WATERING ALL EXPOSED OR DISTURBED EARTH
B) COVER STOCKPILES OF DEBRIS, SOIL, OR OTHER MATERIALS WHICH MAY CONTRIBUTE TO AIRBORNE DUST.
C) KEEP CONSTRUCTION AREAS AND ADJACENT STREET FREE OF MUD AND DUST.
D) LANDSCAPE, SEED, OR COVER PORTIONS OF THE SITE AS SOON AS CONSTRUCTION IS COMPLETE.

15. A COPY OF ALL FIELD REPORTS/COMPACTIONS TESTS AND FINAL GRADING REPORT SHALL BE SUBMITTED TO THE CITY AT SCHEDULED INSPECTIONS.

16. PAD ELEVATION/S SHALL BE CERTIFIED TO 0.1 FEET, PRIOR TO DIGGING ANY FOOTINGS OR SCHEDULING ANY INSPECTIONS.

STORM DRAIN

1. ALL STORM DRAIN PIPING 6"–24" SHALL BE HIGH DENSITY POLYETHYLENE TYPE–S WITH INTEGRAL BELL & SPIGOT JOINTS (ADS–N12 OR EQUAL) OR PVC (SDR 35). INSTALLATION SHALL BE PER MANUFACTURERS SPECIFICATIONS OR AS SHOWN ON PLANS.

2. STORM DRAIN MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS.

3. ALL STORM DRAIN PIPE SHALL BE RIGID. NO FLEX PIPE.

SANITARY SEWER

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS.

2. SANITARY SEWER PIPE SHALL BE POLYVINYL CHLORIDE (PVC) PLASTIC GRAVITY SEWER PIPE WITH INTEGRAL WALL BELL AND SPIGOT JOINTS. ALL SOLID WALL PIPE, FITTINGS AND COUPLINGS IN 4" THROUGH 15" INCH DIAMETERS SHALL CONFORM TO ASTM 03033 AND ASTM 03034, SDR 35 MINIMUM.

3. PIPE SHALL BE INSTALLED IN COMPLIANCE WITH THE STANDARD SPECIFICATIONS AND THE MANUFACTURERS RECOMMENDED TRENCH CONSTRUCTION PRACTICE FOR SEMI–RIGID PVC SEWER PIPE AND AS DIRECTED BY THE CITY.

4. SEWER SERVICE LATERALS SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS.

5. ALL SEWER SERVICES SHALL BE MARKED WITH A "S" ON TOP OF CURB.

6. SANITARY SEWER CLEAN OUTS SHALL BE INSTALLED AT INTERVALS NOT TO EXCEED 100 FEET.

GRADING & DRAINAGE

1. CONTRACTOR SHALL NOTIFY CITY 48 HOURS BEFORE STARTING ANY GRADING OPERATIONS.

2. ALL GRADING SHALL CONFORM TO THE CITY GRADING ORDINANCE.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE THE REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF GRADING. RIGHT–OF–ENTRY, PERMISSION TO GRADE, AND ENCROACHMENT PERMIT(S) MAY BE REQUIRED PRIOR TO GRADING.

4. IT IS THE CONTRACTORS RESPONSIBILITY TO PREPARE THE GROUND SURFACE TO RECEIVE THE FILLS AND TO PLACE, SPREAD, MIX, WATER, AND COMPACT THE FILL. THE CONTRACTOR SHALL ALSO REMOVE ALL MATERIAL CONSIDERED UNSATISFACTORY BY THE SOILS ENGINEER.

5. WHERE UNSTABLE OR UNSUITABLE MATERIALS ARE ENCOUNTERED DURING SUB–GRADE PREPARATION, THE AREA IN QUESTION SHALL BE OVER EXCAVATED AND BACKFILLED WITH SELECT MATERIAL.

6. MAXIMUM CUT AND FILL SLOPE SHALL BE 2 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE DIRECTED.

7. ALL CUT SLOPES SHALL BE ROUNDED TO MEET EXISTING GRADES AND BLEND WITH SURROUNDING TOPOGRAPHY. ALL GRADED SLOPES SHALL BE PLANTED WITH SUITABLE GROUND COVER.

8. TREE REMOVAL SHALL INCLUDE REMOVAL OF TRUNKS, STUMPS, AND ROOT–BALLS. THE REMAINING CAVITY SHALL BE CLEARED OF ALL ROOTS LARGER THAN 1/2" TO A DEPTH OF NOT LESS THAN 18" AND BACKFILLED WITH SUITABLE MATERIAL THEN COMPACTED TO CONFORM WITH THE EXISTING GROUND.

9. CONTRACTOR SHALL USE CAUTION WHEN GRADING AROUND AND/OR OVER EXISTING UNDERGROUND UTILITIES.

10. EARTHWORK QUANTITIES:
CUT = 3,290 CY
FILL = 1,667 CY
NET = 1,623 CY FILL

EARTHWORK QUANTITIES ARE ESTIMATES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL EARTHWORK QUANTITIES. NO ALLOWANCE HAS BEEN MADE TO ACCOUNT FOR QUANTITIES FROM TRENCHING FOR FOUNDATION, FOOTINGS, PIERS AND/OR UTILITIES TRENCHES.

11. ALL SURFACE DRAINAGE SHALL MAINTAIN 2% SLOPE MINIMUM.

12. PERVIOUS SURFACES IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 5% FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET OF HORIZONTAL DISTANCE, A 5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF 2% WHERE LOCATED WITHIN 10 FEET OF THE BUILDING FOUNDATION. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2% AWAY FROM THE BUILDING.

13. INVERTS OF ALL STORM DRAIN LINES CONNECTING RETAINING WALL SUB–DRAINS AND FOUNDATION SUB–DRAINS SHALL BE FIELD VERIFIED AFTER FOOTINGS ARE PLACED.

14. BUILDINGS CONSTRUCTED ACROSS CUT/FILL LINE SHALL HAVE COMPACTION TESTS TAKEN CUT AREA AS WELL AS THE FILL AREA. TESTS SHALL MEET 90% OF THE RELATIVE COMPACTION PER ASTM D1557.

15. ALL STORM DRAIN MAINS SHALL HAVE A MINIMUM OF 12" COVER.

16. DURING WINTER OPERATIONS (BETWEEN OCTOBER 15 AND APRIL 15) THE FOLLOWING MEASURES MUST BE TAKEN:

A. DISTURBED SURFACES NOT INVOLVED IN IMMEDIATE OPERATIONS MUST BE PROTECTED BY MULCHING AND OR OTHER EFFECTIVE MEANS OF SOIL PROTECTION.

B. ALL ROADS AND DRIVEWAYS SHALL HAVE DRAINAGE FACILITIES SUFFICIENT TO PREVENT EROSION ON OR ADJACENT TO THE ROADWAY OR ON DOWNHILL PROPERTIES.

C. RUN–OFF FROM THE SITE SHALL BE DETAINED OR FILTERED BY BERMS, VEGETATED FILTER STRIPS, AND OR CATCH BASINS TO PREVENT THE ESCAPE OF SEDIMENT FROM THE SITE.

D. DRAINAGE CONTROL MEASURES SHALL BE MAINTAINED AND IN PLACE AT THE END OF EACH DAY AND CONTINUOUSLY THROUGH THE LIFE OF THE PROJECT DURING WINTER OPERATIONS.

17. ALL ROOF DRAINS SHALL DISCHARGE ONTO PAVED SURFACES, SPLASH BLOCKS OR BE HARD PIPED TO THE STORM DRAIN SYSTEM.

18. VEGETATION REMOVAL. ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL.

19. NO VEGETATION REMOVAL OR GRADING WILL BE ALLOWED WHICH WILL RESULT IN SILTATION OF WATER COURSES OR UNCONTROLLABLE EROSION.

20. PREPARATION OF GROUND FOR FILL. THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY THE REMOVAL OF TOPSOIL AND OTHER UNSUITABLE MATERIALS.

21. PREPARATION OF THE GROUND. THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, NON–COMPLYING FILL, TOPSOIL AND OTHER UNSUITABLE MATERIALS SCARIFYING TO PROVIDE A BOND WITH THE NEW FILL.

22. FILL MATERIAL PERMITTED. NO ORGANIC MATERIAL SHALL BE PERMITTED IN FILL EXCEPT AS TOPSOIL USED FOR SURFACE PLANT GROWTH ONLY AND WHICH DOES NOT EXCEED 4 INCHES IN DEPTH.

23. THE ULTIMATE PURPOSE OF GRADING IS FOR THE CONSTRUCTION OF A MIXED–USE FACILITY W/PARKING AND DRIVEWAYS.

UNDERGROUND UTILITIES

1. CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES, INCLUDING STORM DRAINS, SANITARY SEWERS AND WATER LINES, BEFORE ORDERING MATERIALS AND/OR CONSTRUCTING NEW FACILITIES.

2. ALL EXISTING MANHOLES AND UTILITY BOXES WITHIN THE PROJECT AREA ARE TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.

3. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES, CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.

4. PIPE MATERIALS AND INSTALLATION PROCEDURE SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.

5. SHOULD ANY WATER SYSTEM MAINS OR SERVICES BE DAMAGED BY THE CONTRACTOR, THE WATER SYSTEM SHALL BE REPAIRED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY.

TREE PROTECTION NOTES

THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE.

1. MATERIAL STORAGE: NO STORAGE OR PLACEMENT OF MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE.

2. EQUIPMENT CLEANING/LIQUID DISPOSAL: NO EQUIPMENT SHALL BE CLEANED OR OTHER LIQUIDS, INCLUDING, WITHOUT LIMITATION, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR SIMILAR MATERIALS DEPOSITED OR ALLOWED TO FLOW ONTO THE GROUND. ALL CONTAMINANTS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE CASAQ CONSTRUCTION BEST MANAGEMENT PRACTICES, SEE EROSION CONTROL PLAN SHEET C4.

3. TREE ATTACHMENTS: NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE.

4. VEHICULAR TRAFFIC: NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING SHALL TAKE PLACE WITHIN THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE OTHER THAN ON EXISTING STREET PAVEMENT. THIS RESTRICTION DOES NOT APPLY TO SINGLE INCIDENT ACCESS WITHIN THE CRITICAL ROOT ZONE FOR PURPOSES OF ESTABLISHING THE BUILDING PAD AND ASSOCIATED LOT GRADING, VEHICULAR TRAFFIC NECESSARY FOR ROUTINE UTILITY MAINTENANCE, EMERGENCY RESTORATION OF UTILITY SERVICE, OR ROUTINE MOWING OPERATIONS.

1. NO HEAVY EQUIPMENT, INCLUDING BUT NOT LIMITED TO TRUCKS, TRACTORS, TRAILERS, BULLDOZERS, BOBCAT TRACTORS, TRENCHERS, COMPRESSORS, AND HOISTS, SHALL BE ALLOWED INSIDE THE DRIP–LINE OF ANY PROTECTED TREE ON ANY CONSTRUCTION SITE WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY FORESTER.

2. ROOT PRUNING: ALL ROOTS TWO INCHES OR LARGER IN DIAMETER WHICH ARE EXPOSED AS A RESULT OF TRENCHING OR OTHER EXCAVATION SHALL BE CUT OFF SQUARE WITH A SHARP MEDIUM TOOTH SAW AND COVERED WITH PRUNING COMPOUND WITHIN TWO HOURS OF INITIAL EXPOSURE.

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED ON ALL TYPES OF CONSTRUCTION PROJECTS (INCLUDING RESIDENTIAL, COMMERCIAL, AND MUNICIPAL / PUBLIC DOMAIN PROJECTS).

1. PROTECTIVE FENCING: PRIOR TO THE ISSUANCE OF ANY BUILDING OR EARTH DISTURBANCE PERMIT, OR COMMENCING CONSTRUCTION, THE OWNER, CONTRACTOR OR SUBCONTRACTOR SHALL REQUIRE TREE PROTECTION INSPECTION AND APPROVAL BY THE CITY FORESTER, FOR EACH PROTECTED TREE ON A CONSTRUCTION SITE, A PROTECTIVE FENCING WHICH ENCIRCLE THE OUTER LIMITS OF THE CRITICAL ROOT ZONE OF THE TREE TO PROTECT IT FROM CONSTRUCTION ACTIVITY.

2. ALL PROTECTIVE FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE WORK AND REMAIN IN PLACE UNTIL ALL EXTERIOR CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED.

3. PROTECTIVE FENCING SHALL BE AT LEAST FOUR (4) FEET HIGH, CLEARLY VISIBLE, AND BE CLEARLY VISIBLE TO WORKERS ON THE SITE.

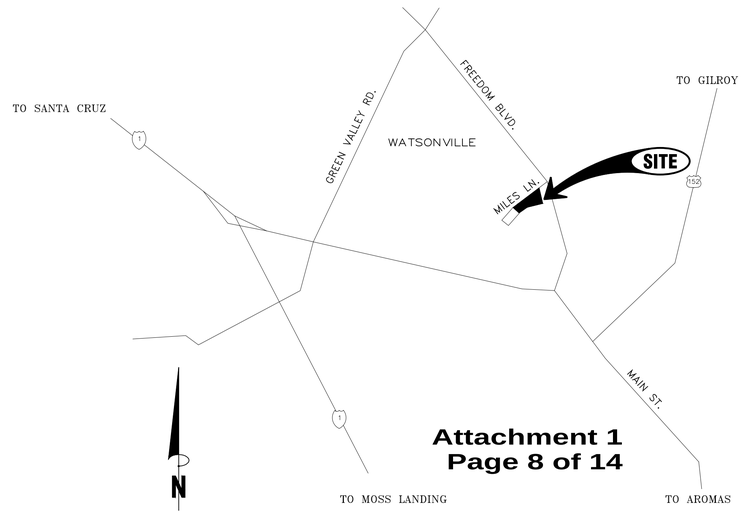
4. THE USE OF ORANGE VINYL CONSTRUCTION FENCING OR OTHER SIMILAR FENCING IS GENERALLY PERMITTED ONLY IF THERE IS NO CONSTRUCTION OR VEHICULAR ACTIVITY WITHIN TEN (10) FEET OF THE FENCE. IF CONSTRUCTION ACTIVITY OR VEHICULAR TRAFFIC IS EXPECTED WITHIN TEN (10) FEET OF THE FENCE, THE CONTRACTOR SHALL ALSO CONSULT WITH THE CITY FORESTER ON BARK PROTECTION REQUIREMENTS.

LEGEND

EXISTING		PROPOSED
	BOUNDARY LINE	
	EASEMENT (ESMT)	
	CENTERLINE (CL)	
SD	STORM DRAIN MAIN	SD
	ROOF DRAIN LATERAL	
SS	SANITARY SEWER MAIN	SS
W	WATER MAIN	W
	DRAINAGE FLOW LINE	
	SAWCUT	
GB	GRADE BREAK	GB
	ACCESSIBLE PATH OF TRAVEL	
170	MAJOR CONTOUR	170
169	MINOR CONTOUR	169
X	FENCE	X
× 405.46	SPOT ELEVATION	
	DROP INLET (DI)	
	CURB INLET (CI)	
	AREA DRAIN (AD)	AD
SDMH	STORM DRAIN MANHOLE (SDMH)	SDMH
SSMH	SANITARY SEWER MANHOLE (SSMH)	SSMH
	FIRE DEPARTMENT CONNECTION (FDC)	FDC
FH	FIRE HYDRANT (FH)	FH
PIV	POST INDICATOR VALVE (PIV)	PIV
WM	WATER METER (WM)	WM
WV	WATER VALVE (WV)	
	CHECK VALVE	
	DOUBLE CHECK VALVE	
	CLEANOUT (CO)	

SHEET INDEX

C1 COVER & GENERAL NOTES
C2 EX SITE PLAN/ SITE PLAN
C3 GRADING & DRAINAGE PLAN
C4 UTILITY PLAN
C5 SECTIONS
C5 DETAILS
C7 EROSION CONTROL



VICINITY MAP

Attachment 1
Page 8 of 14

REV.	DATE	DESCRIPTION	BY

C3 ENGINEERING INCORPORATED
Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

MADE IN THE USA

REGISTERED PROFESSIONAL ENGINEER
FRANK J. CAMPO
No. 61390
CIVIL
EXP. 06/30/23
STATE OF CALIFORNIA

COVER SHEET & GENERAL NOTES

MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

SCALE:	AS NOTED
DATE:	03–31–22
DESIGN BY:	FJC
DRAWN BY:	ECH
CHECKED BY:	FJC

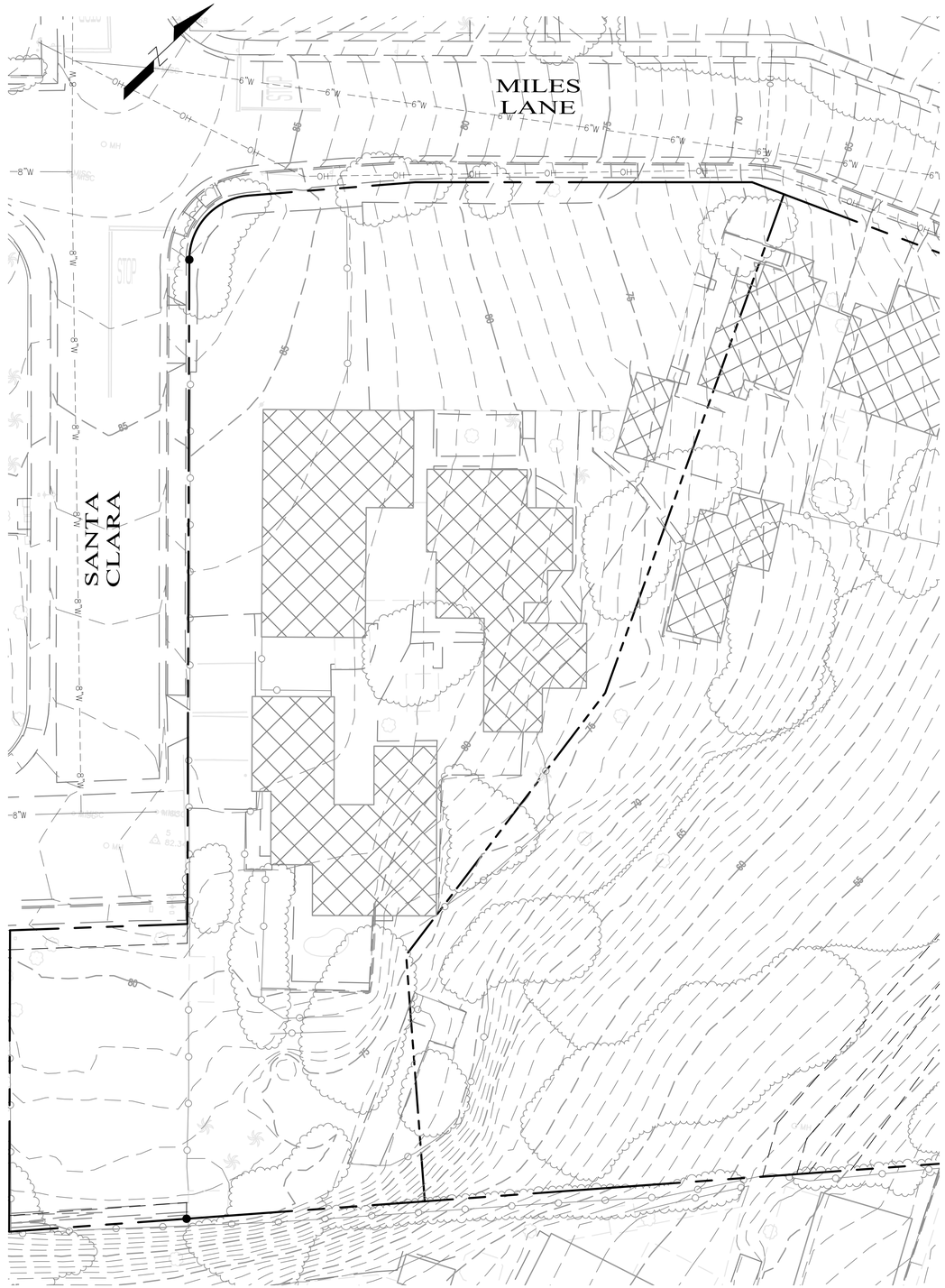
SHEET NUMBER: C1

OF 7 SHEETS

PROJECT# 118–186

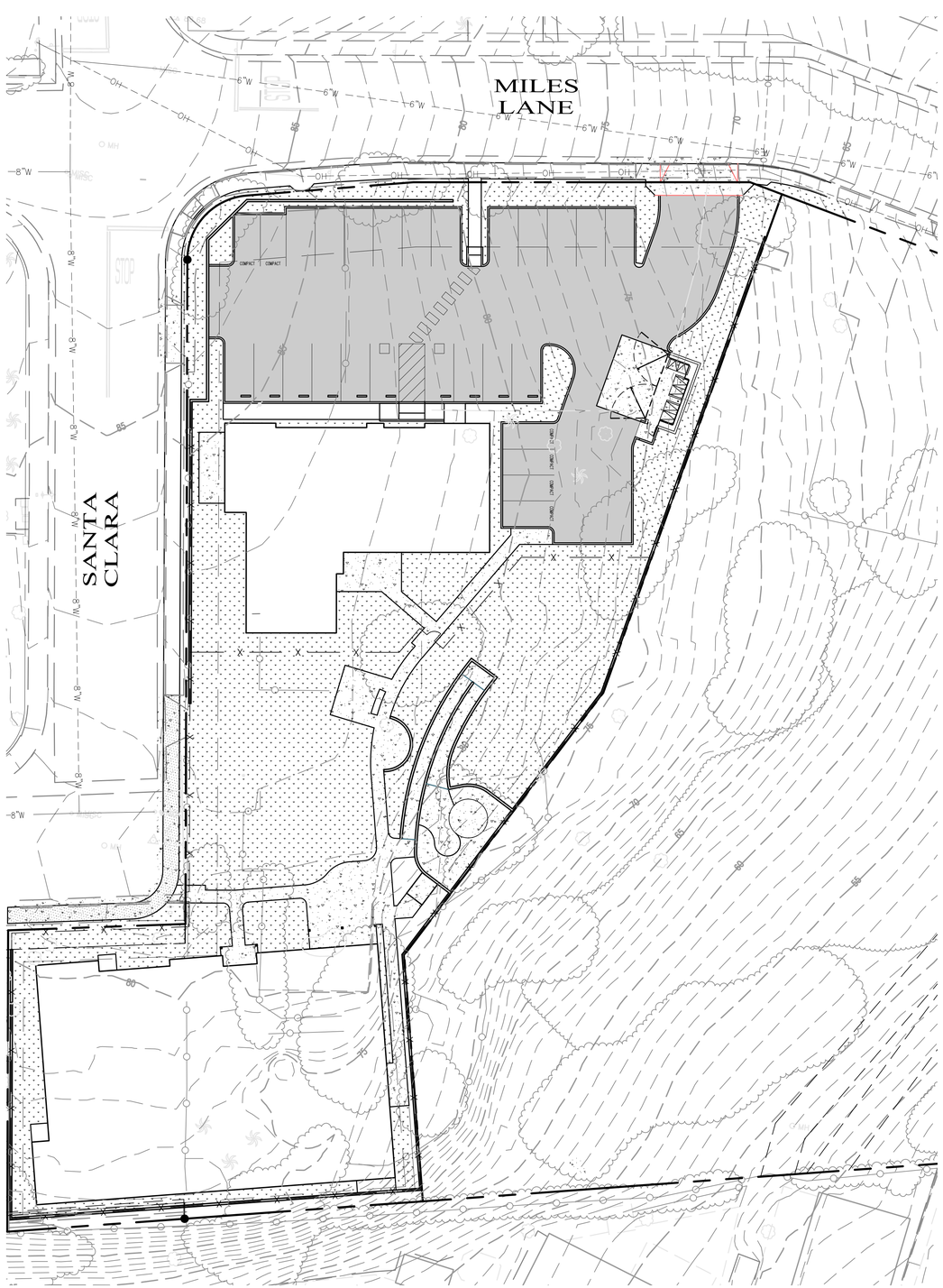
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Plotted: Apr 03, 2022 – 10:32pm



EX SITE PLAN

1" = 20'



PROPOSED SITE PLAN

1" = 20'

40 0 40 80 120

Scale 1" = 40'

Attachment 1
Page 9 of 14

REV.	DATE	DESCRIPTION	BY

C3 ENGINEERING INCORPORATED
Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

REGISTERED PROFESSIONAL ENGINEER
FRANK J. CAMPO
No. 61390
EXP. 06/30/23
CIVIL
STATE OF CALIFORNIA

EX SITE PLAN

MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

SCALE:	AS NOTED
DATE:	03-31-22
DESIGN BY:	FJC
DRAWN BY:	ECH
CHECKED BY:	FJC
SHEET NUMBER:	C2
OF 7 SHEETS	
PROJECT#	118-186

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HATCH LEGEND

- AC PAVEMENT, (SEE A/C15)
- CONCRETE PAVEMENT, (SEE B/C4)
- LANDSCAPE, (SEE LANDSCAPE ARCHITECT'S PLANS)

Attachment 1
Page 10 of 7

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Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

REGISTERED PROFESSIONAL ENGINEER
FRANK J. CAMPO
No. 61390
EXP. 06/30/23
CIVIL
STATE OF CALIFORNIA

GRADING & DRAINAGE

MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

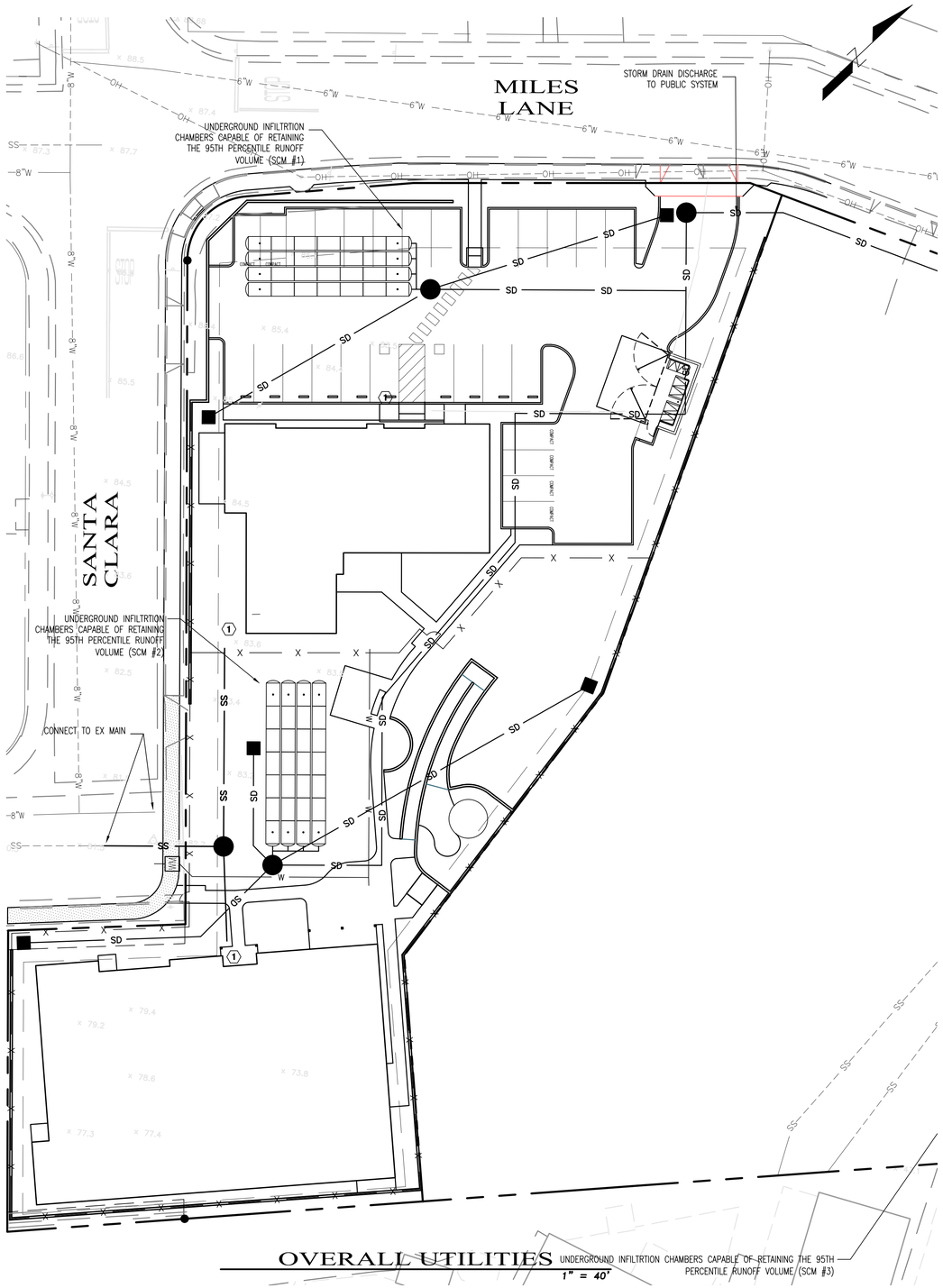
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C3
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OVERALL UTILITIES
1" = 40'

UNDERGROUND INFILTRTION CHAMBERS CAPABLE OF RETAINING THE 95TH PERCENTILE RUNOFF VOLUME (SCM #3)

LEGEND

W — W	WATER MAIN, (PVC)
SS — SS	SANITARY SEWER MAIN, (PVC)
SD — SD	STORM DRAIN MAIN, (<8" PVC, >8" HDPE)*
■	DROP INLET (DI)
■	CURB INLET (CI)
■ AD	AREA DRAIN (AD)
● SDMH	STORM DRAIN MANHOLE (SDMH)
● SSMH	SANITARY SEWER MANHOLE (SSMH)
FDC	FIRE DEPARTMENT CONNECTION (FDC)
FH	FIRE HYDRANT (FH)
PIV	POST INDICATOR VALVE (PIV)
WM	WATER METER (WM)
⋈	WATER VALVE (WV)
◀	CHECK VALVE
◀◀	DOUBLE CHECK VALVE
⬭	CLEANOUT (CO)
▭	UNDERGROUND RETENTION CHAMBER (SCM FOR STORMWATER QUANTITY)

UTILITY NOTES

1. ALL NEW STORM INLETS SHALL BE EQUIPPED WITH PERMANENT MEDIA FILTERS CABAPLE OF REMOVING SUSPENDED SOLIDS AS WELL AS HYDROCARBONS. (SCM FOR STORMWATER QUALITY)

2. ALL EXISTING WATER SERVICES AND SANITARY SEWER SERVICES SHALL BE DECOMMISIONED AND REMOVED OR ABANCONNED IN PLACE IN ACCORDANCE WITH JURISDICTIONAL AGENCY REQUIREMENTS.

① SANITARY SEWER SERVICE

40 0 40 80 120
Scale 1" = 40'

Attachment 1
Page 11 of 14

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Stormwater Management
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Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

REGISTERED PROFESSIONAL ENGINEER
FRANK J. CAMPO
No. 61390
CIVIL
EXP. 06/30/23
STATE OF CALIFORNIA

OVERALL UTILITIES

MIXED-USE DEVELOPMENT

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CHECKED BY:	FJC

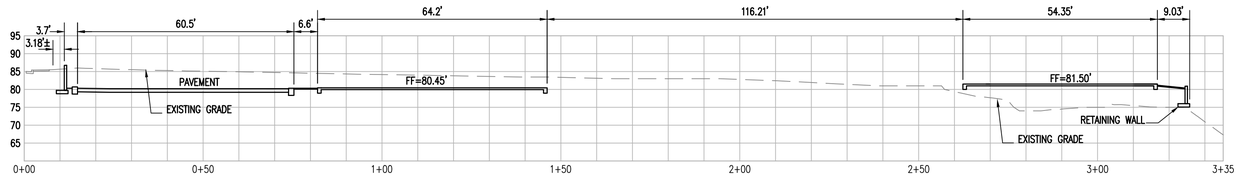
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C5

OF 7 SHEETS

PROJECT# 118-186

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3 / C4.1 SECTION 3

1" = 20'

Attachment 1
Page 12 of 14

Scale 1" = 20'

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Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
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REV.	DATE	DESCRIPTION	BY

MADE IN THE USA

REGISTERED PROFESSIONAL ENGINEER
FRANK J. CAMPO
No. 61390
EXP. 06/30/23
CIVIL
STATE OF CALIFORNIA

SECTIONS

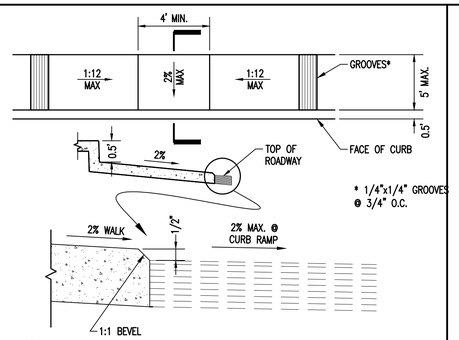
MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

SCALE:	AS NOTED
DATE:	03-31-22
DESIGN BY:	FJC
DRAWN BY:	ECH
CHECKED BY:	FJC

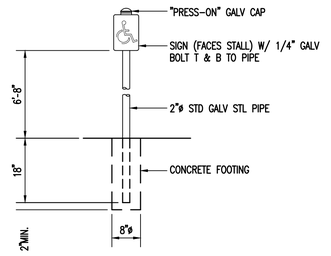
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OF 7 SHEETS
PROJECT# 118-186

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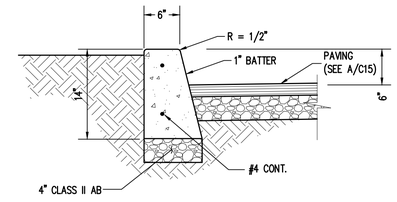
M C15 ACCESSIBLE RAMP

NTS



I C15 POLE MOUNTING

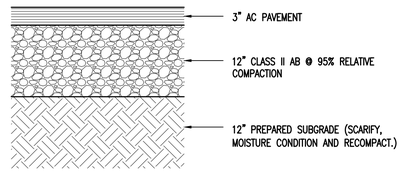
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NOTE:
WHERE CURB IS ADJACENT TO SIDEWALK, CAST MONOLITHIC OR PROVIDE 12" LONG #4 DOWELS @ 5' O.C.

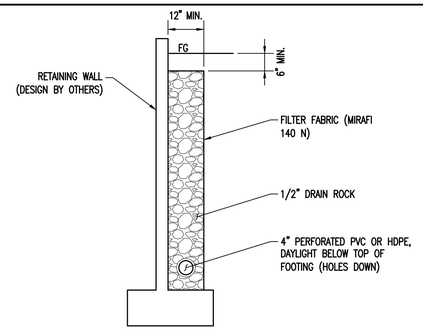
E C15 CONC. VERTICAL CURB

NTS



A C15 A.C. PAVEMENT SECT.

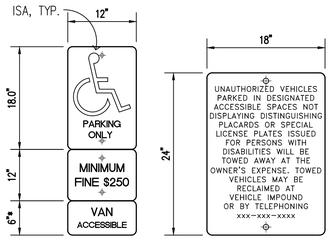
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N C15 RET. WALL SUBDRAIN

NTS

SEE (I/C15) FOR POLE MOUNTING DETAIL
USE 3/8" CONCRETE ANCHOR FOR WALL MOUNT APPLICATION

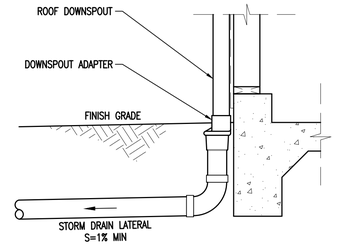


PARKING TOW AWAY SIGN

*OMIT AT REGULAR ACCESSIBLE STALL

J C15 SIGNAGE

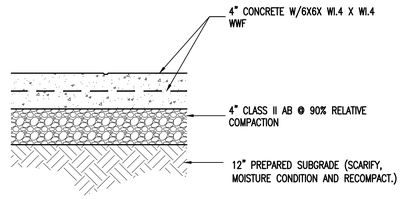
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F C15 ROOF DRAIN CONNECTION

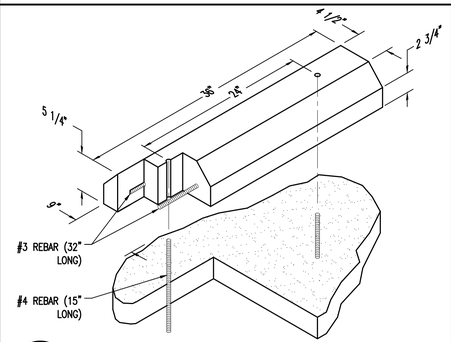
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SEE DETAIL D/C15 FOR THICKENED EDGE



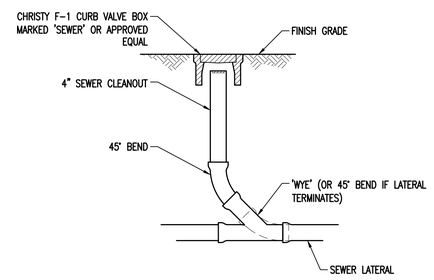
B C15 CONCRETE PAVEMENT

NTS



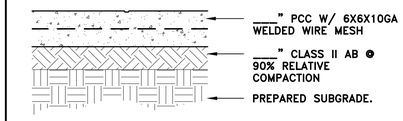
K C15 CONC. WHEELSTOP

NTS



G C15 CLEAN-OUT @ GRADE

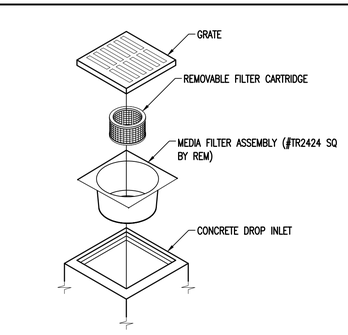
NTS



NOTE:
1. PROVIDE THICKENED EDGE WHERE SIDEWALK ABUTS LANDSCAPE/EARTH, (SEE DETAIL D/C15)

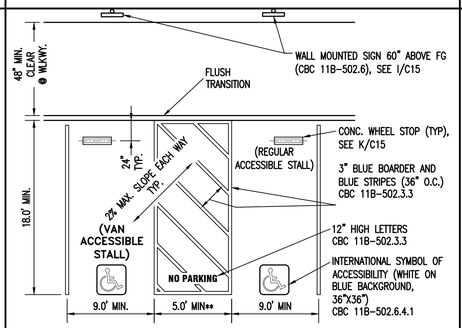
C C15 CONCRETE WALKWAY

NTS



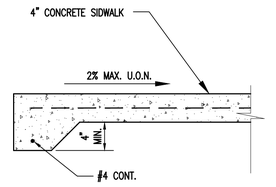
L C15 DROP INLET MEDIA FILTER

NTS



H C15 ACCESSIBLE STALL

NTS



D C15 THICKENED EDGE

NTS

Attachment 1
Page 13 of 14

REV.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

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Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

REGISTERED PROFESSIONAL ENGINEER FRANK J. CAMPO No. 61390 CIVIL STATE OF CALIFORNIA EXP. 06/30/23

SECTIONS & DETAILS

MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

SCALE:	AS NOTED
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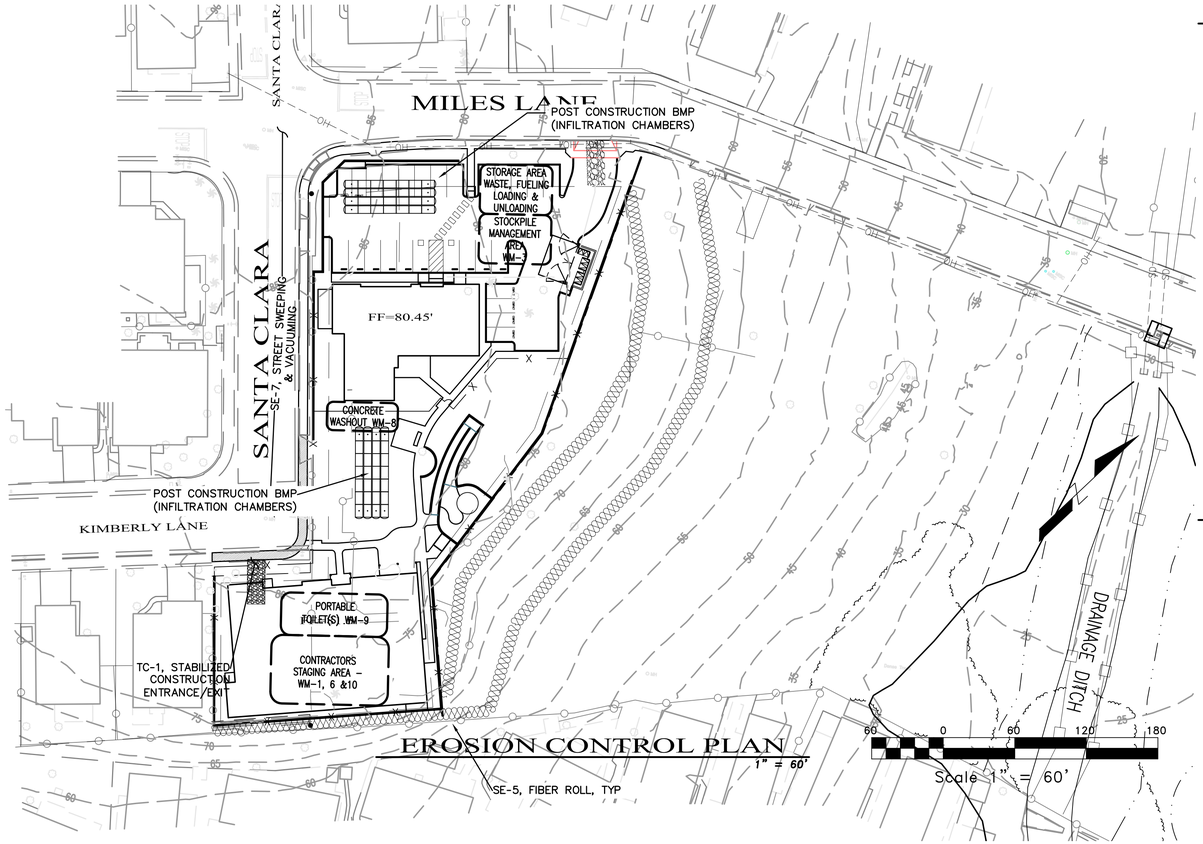
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PROJECT# 118-186

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Plotted: Apr 03, 2022 - 10:42pm



EROSION CONTROL PLAN

1" = 60'

BMP'S

EROSION CONTROL:
EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-3 HYDRAULIC MULCH
EC-4 HYDROSEEDING
EC-8 WOOD MULCHING
EC-16 NON-VEGETATIVE STABILIZATION

SEDIMENT CONTROL:
SE-1 SILT FENCE
SE-2 SEDIMENT BASINS
SE-3 SEDIMENT TRAP
SE-5 FIBER ROLL
SE-6 GRAVEL BAG BERM
SE-7 STREET SWEEPING AND VACUUMING
SE-8 SANDBAG BARRIER
SE-9 STRAW BALE BARRIER
SE-10 STORM DRAIN INLET PROTECTION
SE-13 COMPOST SOCKS AND BERMS
SE-14 BIOFILTER BAGS

TRACKING CONTROL:
TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3 ENTRANCE/OUTLET TIRE WASH

WIND EROSION CONTROL:
WE-1 WIND EROSION CONTROL

NON-STORM WATER MANAGEMENT:
NS-1 WATER CONSERVATION PRACTICES
NS-2 DEWATERING OPERATIONS
NS-3 PAVING AND GRINDING OPERATIONS
NS-6 ILLICIT CONNECTION/DISCHARGE
NS-7 POTABLE WATER/IRRIGATION
NS-8 VEHICLE AND EQUIPMENT CLEANING
NS-9 VEHICLE AND EQUIPMENT FUELING
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING
NS-14 MATERIAL AND EQUIPMENT USE

WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL:
WM-1 MATERIAL DELIVERY AND STORAGE
WM-2 MATERIAL USED
WM-3 STOCKPILE MANAGEMENT
WM-4 SPILL PREVENTION AND CONTROL
WM-5 SOLID WASTE MANAGEMENT
WM-6 HAZARDOUS WASTE MANAGEMENT
WM-7 CONTAMINATED SOIL MANAGEMENT
WM-8 CONCRETE WASTE MANAGEMENT
WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
WM-10 LIQUID WASTE MANAGEMENT

REFER TO THE CASQA BMP HANDBOOK FOR BMP FACT SHEETS.

LEGEND

INLET PROTECTION, (SEE D/C17)
PROPOSED DRAINAGE FLOW
FIBER ROLL, (SEE A/C17)
SILT FENCE (SEE F/C17)

STORMWATER MANAGEMENT

THE FOLLOWING STANDARD BMPS SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM:

PAINTING:
1. MINIMIZE USE OF OIL-BASED PAINTS
2. STORE SOLVENTS AND PAINTS IN ORIGINAL CONTAINERS OR OTHER FIRE MARSHAL APPROVED CONTAINER.
3. SPENT SOLVENTS ARE HAZARDOUS WASTES. STORE SPENT SOLVENTS IN APPROVED CONTAINERS. REUSE SOLVENTS AS MUCH AS POSSIBLE AND USE PAINTS AS MUCH AS POSSIBLE RATHER THAN DISPOSING OF THEM. DISPOSE OF SPENT SOLVENTS AND UNUSABLE PAINT AS A HAZARDOUS WASTE.
4. NEVER CLEAN PAINT EQUIPMENT WHERE SOLVENTS, PAINT OR CONTAMINATED RINSE WATER CAN ENTER THE STORM DRAIN SYSTEM.

PLASTERING/STUCCO/TILING/SITE-MIXED CONCRETE:
1. STORE PLASTER AND CEMENT IN COVERED AREAS AND KEEP THEM OUT OF THE WIND.
2. CONSERVE MATERIALS. DON'T MIX MORE PRODUCT THAN CAN BE USED BEFORE IT HARDENS.
3. IF THERE IS LEFT OVER PRODUCT, PLACE THE EXCESS IN AN EARTHEN DEPRESSION. LET THE PRODUCT CURE AND DISPOSE OF AS REGULAR REFUSE.
4. ALL RINSE WATER IS TO BE PLACED IN AN EARTHEN DEPRESSION CAPABLE OF HOLDING THE RINSE WATER AS WELL AS ANY RAIN WATER THAT WOULD FALL/RUN INTO THE DEPRESSION.

READY-MIXED CONCRETE:
1. HAVE AN EARTHEN DEPRESSION DUG PRIOR TO THE ARRIVAL OF THE READY-MIX TRUCK.
2. IF A PUMP IS USED, PLACE THE ENTIRE PUMP PRIMING FLUID AND REJECT CONCRETE IN THE DEPRESSION.
3. PLACE ALL SPILLED CONCRETE AND CHUTE WASH WATER IN THE DEPRESSION.
4. ALL TRUCK AND PUMP RINSE WATER IS TO BE TAKEN BACK TO THE READY-MIX BATCH PLANT FOR TREATMENT/RECYCLING.
5. BEFORE CREATING AN EXPOSED AGGREGATE FINISH, CAREFULLY PLAN AND PREPARE TO PREVENT THE SLURRY THAT IS WASHED OFF FROM ENTERING THE STORM DRAIN SYSTEM AND GUTTERS.

EARTH MOVING/GRADING:
1. REMOVE EXISTING VEGETATION ONLY WHEN NECESSARY.
2. PLANT TEMPORARY VEGETATION WHEN SLOPE HAVE BEEN DISTURBED BUT CONSTRUCTION IS STILL ONGOING DURING PERIODS OF RAIN
3. PROTECT DOWN SLOPE DRAINAGE COURSES BY RECOGNIZED METHODS SUCH AS THOSE IN THE CASQA HANDBOOK.
4. USE CHECK DAMS OR DITCHES TO DIVERT WATER AROUND EXCAVATIONS.
5. COVER STOCKPILES OF EXCAVATED SOIL WITH TARPS.
6. SCHEDULE GRADING ACTIVITIES DURING DRY PERIODS.

PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE, THE OWNER/APPLICANT SHALL SCHEDULE AN INSPECTION WITH RMA-ENVIRONMENTAL SERVICES TO ENSURE ALL NECESSARY SEDIMENT CONTROLS ARE IN PLACE AND THE PROJECT IS COMPLIANT WITH MONTEREY COUNTY REGULATIONS.

DURING CONSTRUCTION, THE OWNER/APPLICANT SHALL SCHEDULE AN INSPECTION WITH RMA-ENVIRONMENTAL SERVICES TO INSPECT DRAINAGE DEVICE INSTALLATION, REVIEW THE MAINTENANCE AND EFFECTIVENESS OF BMPS INSTALLED, AND TO VERIFY THAT POLLUTANTS OF CONCERN ARE NOT DISCHARGED FROM THE SITE. AT THE TIME OF THE INSPECTION, THE APPLICANT SHALL PROVIDE CERTIFICATION THAT ALL NECESSARY GEOTECHNICAL INSPECTIONS HAVE BEEN COMPLETED TO THAT POINT.

PRIOR TO FINAL INSPECTION, THE OWNER/APPLICANT SHALL SCHEDULE AN INSPECTION WITH RMA-ENVIRONMENTAL SERVICES TO ENSURE THAT ALL DISTURBED AREAS HAVE BEEN STABILIZED AND THAT ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES THAT ARE NO LONGER NEEDED HAVE BEEN REMOVED.

PRIOR TO FINAL INSPECTION, THE OWNER/APPLICANT SHALL PROVIDE RMA-ENVIRONMENTAL SERVICES A LETTER FROM A LICENSED PRACTITIONER.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT AIRBORNE DUST FROM BECOMING A NUISANCE TO NEIGHBORING PROPERTIES. THE CONTRACTOR SHALL CONFORM TO THE STANDARDS FOR DUST-CONTROL AS ESTABLISHED BY THE AIR QUALITY MAINTENANCE DISTRICT. DUST CONTROL MEASURES TO BE IMPLEMENTED INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
A) PROVIDE EQUIPMENT AND MANPOWER REQUIRED FOR WATERING ALL EXPOSED OR DISTURBED EARTH. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES.
B) COVER STOCKPILES OF DEBRIS, SOIL, OR OTHER MATERIALS WHICH MAY CONTRIBUTE TO AIRBORNE DUST.
C) KEEP CONSTRUCTION AREAS AND ADJACENT STREET FREE OF MUD AND DUST.
D) LANDSCAPE, SEED, OR COVER PORTIONS OF THE SITE AS SOON AS CONSTRUCTION IS COMPLETE.
THE CONTRACTOR SHALL ASSUME LIABILITY FOR CLAIMS RELATED TO WIND BLOWN MATERIAL. IF THE DUST CONTROL IS INADEQUATE AS DETERMINED BY THE CITY, THE CONSTRUCTION WORK SHALL BE TERMINATED UNTIL CORRECTIVE MEASURES ARE TAKEN.

2. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO KEEP STREETS AND ROADS FREE FROM DIRT AND DEBRIS. SHOULD ANY DIRT OR DEBRIS BE DEPOSITED IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL REMOVE IT IMMEDIATELY.

3. ALL CUT AND FILL SLOPES EXPOSED DURING CONSTRUCTION SHALL BE COVERED, SEEDED OR OTHERWISE TREATED TO CONTROL EROSION WITHIN 48 HOURS AFTER GRADING. CONTRACTOR SHALL RE-VEGETATE SLOPES AND ALL DISTURBED AREAS THROUGH AN APPROVED PROCESS AS DETERMINED BY THE CITY. THIS MAY CONSIST OF EFFECTIVE PLANTING OF RYE GRASS, BARLEY OR SOME OTHER FAST GERMINATING SEED.

4. DURING WINTER OPERATIONS (BETWEEN OCTOBER 15 AND APRIL 15), THE FOLLOWING MEASURES MUST BE TAKEN:
A) VEGETATION REMOVAL SHALL NOT PRECEDE SUBSEQUENT GRADING OR CONSTRUCTION ACTIVITIES BY MORE THAN 15 DAYS. DURING THIS PERIOD, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE. DISTURBED SURFACES NOT INVOLVED IN THE IMMEDIATE OPERATIONS MUST BE PROTECTED BY MULCHING AND/OR OTHER EFFECTIVE MEANS OF SOIL PROTECTION.
B) ALL ROADS AND DRIVEWAYS SHALL HAVE DRAINAGE FACILITIES SUFFICIENT TO PREVENT EROSION ON OR ADJACENT TO THE ROADWAY OR THE DOWNHILL PROPERTIES.
C) RUN-OFF FROM THE SITE SHALL BE DETAINED OR FILTERED BY BERMS, VEGETATED FILTER STRIPS AND/OR CATCH BASINS TO PREVENT THE ESCAPE OF SEDIMENT FROM THE DISTURBED AREA OR SITE. THESE DRAINAGE CONTROL MEASURES MUST BE MAINTAINED BY THE CONTRACTOR AS NECESSARY TO ACHIEVE THEIR PURPOSE THROUGHOUT THE LIFE OF THE PROJECT.
D) EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND IN PLACE AT THE END OF EACH DAY AND CONTINUOUSLY CHECKED THROUGHOUT THE LIFE OF THE PROJECT DURING WINTER OPERATIONS.
(GRADING/EROSION ORD. 2806-16.12.090)
E) THE GRADING INSPECTOR MAY STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.

5. IF VEGETATION REMOVAL TAKES PLACE PRIOR TO A GRADING OPERATION AND THE ACTUAL GRADING DOES NOT BEGIN WITHIN 30 DAYS FROM THE DATE OF REMOVAL, THEN THAT AREA SHALL BE PLANTED UNDER THE PROVISION OF SECTION 16.08.340 TO CONTROL EROSION. NO VEGETATION REMOVAL OR GRADING WILL BE ALLOWED WHICH WILL RESULT IN SILTATION OF WATER COURSES OR UNCONTROLLABLE EROSION.

EROSION CONTROL NOTES

6. ALL POLLUTANTS AND THEIR SOURCES, INCLUDING SOURCES OF SEDIMENT ASSOCIATED WITH CONSTRUCTION, CONSTRUCTION SITE EROSION AND ALL OTHER ACTIVITIES ASSOCIATED WITH CONSTRUCTION ACTIVITY ARE CONTROLLED;

7. ALL NON-STORM WATER DISCHARGES ARE IDENTIFIED AND EITHER ELIMINATED, CONTROLLED, OR TREATED;

8. SITE BMPS ARE TO BE EFFECTIVE AND RESULT IN THE REDUCTION OR ELIMINATION OF POLLUTANTS IN STORM WATER DISCHARGES AND AUTHORIZED NON-STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITY

9. STABILIZATION BMPS INSTALLED TO REDUCE OR ELIMINATE POLLUTANTS AFTER CONSTRUCTION IS COMPLETED.

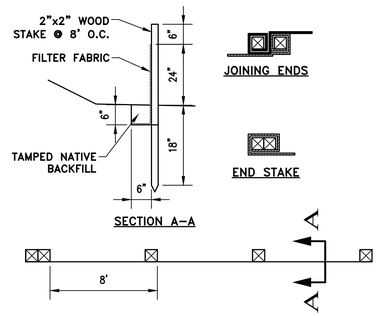
10. BEST MANAGEMENT PRACTICES (BMPS) TO BE IMPLEMENTED BY THE PROJECT ARE LISTED BY CATEGORY. FACT SHEETS, AND DETAILS FOR THE BMPS SELECTED FOR THIS PROJECT, CAN BE FOUND IN THE CASQA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.

11. CONTRACTORS STAGING AREA DESIGNATED FOR FOLLOWING STORM WATER BEST MANAGEMENT PRACTICES: SCHEDULING, WATER CONSERVATION PRACTICES, VEHICLE & EQUIPMENT CLEANING, VEHICLE & EQUIPMENT MAINTENANCE, MATERIAL DELIVERY & STORAGE, STOCKPILE MANAGEMENT, SPILL PREVENTION & CONTROL, SOLID WASTE MANAGEMENT, HAZARDOUS WASTE MANAGEMENT, CONCRETE WASTE MANAGEMENT, SANITARY WASTE MANAGEMENT.

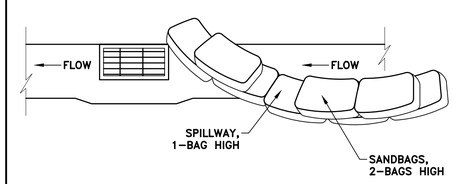
GRADING DATA

EARTHWORK QUANTITIES:
CUT = 3,290 CY
FILL = 1,667 CY
NET = 1,623 CY FILL

GRADING AREAS
TOTAL SITE AREA: 43,149 SF/0.99 AC
AREA DISTURBED: 43,149 SF/0.99 AC

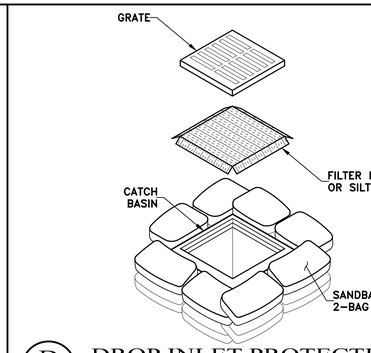


F C6.0 SILT FENCE NTS

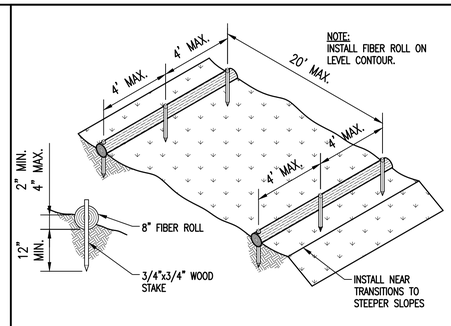


NOTES:
1. INTENDED FOR SHORT-TERM USE.
2. USE TO INHIBIT NON-STORM WATER FLOW.
3. ALLOW FOR PROPER MAINTENANCE AND CLEANUP.
4. BAGS MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETE.
5. NOT APPLICABLE IN AREAS WITH HIGH SILTS AND CLAYS WITHOUT FILTER FABRIC.

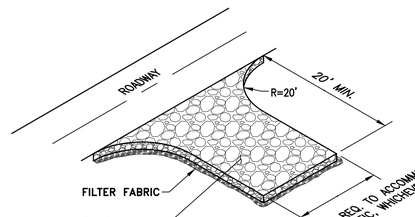
E C6.0 CURB INLET PROTECTION NTS



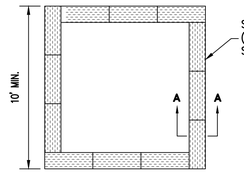
D C6.0 DROP INLET PROTECTION NTS



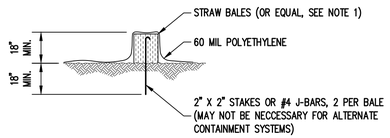
A C6.0 FIBER ROLL NTS



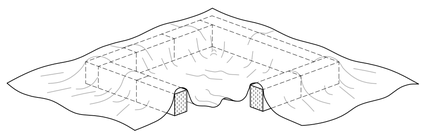
B C6.0 STABILIZE ENTRANCE NTS



CONTAINMENT CONFIGURATION



SECTION A-A



THIS SECTION REMOVED FOR GRAPHICAL REPRESENTATION ONLY. CONTAINMENT PERIMETER SHALL BE CONTINUOUS.

NOTES:
1. CONTRACTOR MAY FABRICATE OR USE PRE-FAB CONTAINER IN LIEU OF STRAW BAILS.
2. CONCRETE WASHOUT SHALL BE LOCATED BEHIND CURB AND AWAY FROM DRAINAGE INLETS OR WATERCOURSES

C C6.0 CONCRETE WASHOUT NTS

REV.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

MADE IN THE USA

C3 ENGINEERING INCORPORATED
Civil Engineering Land Development
Stormwater Management
126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@C3Engineering.net

REGISTERED PROFESSIONAL ENGINEER FRANK J. CAMPO No. 61390 CIVIL STATE OF CALIFORNIA EXP. 06/30/23

EROSION CONTROL
MIXED-USE DEVELOPMENT

Project Location: 139 MILES LANE, WATSONVILLE, CA 95076
PREPARED FOR: Encompass

SCALE:	AS NOTED
DATE:	03-31-22
DESIGN BY:	FJC
DRAWN BY:	ECH
CHECKED BY:	FJC
SHEET NUMBER:	C7
OF 7 SHEETS	
PROJECT#	118-186

THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. REUSE, REPRODUCTION, OR PUBLICATION, IN WHOLE OR IN PART, IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF C3 ENGINEERING.

Drawing file: Z:\Projects\118186 WRD - Miles Lane\Dwg\118186 XBase Encompass 2022.dwg
Plotted: Apr 03, 2022 - 10:32pm

Dear Mr. Meek,

We are reaching out to express our interest in a 12-month extension to the entitlements granted on the property at 161 Miles Lane, Watsonville. While we have accomplished major progress towards initiating the construction phase of the project, we believe that obtaining some additional time in the permitting process would allow us to best serve our clients and community.

Progress & Milestones

Our plan to break ground by January 2023 and complete the project by January 2024 is underway. We are working diligently to ensure that all essential project components are in place in the time leading up to initiating construction. Here are some milestones that have been accomplished or are currently imminent:

Milestone	Completion Date	Projected Date
Hired project manager	September 2021	
Completed schematic drawings	December 2021	
Complete 50% DD	March 2022	
Hire construction manager		April 2022
Complete 100% DD		April 2022
Complete 90% CD		July 2022
Apply for permits		July 2022
Select general contractor		July 2022
Begin construction		January 2023
Complete construction		January 2024
Begin program operations		June 2024

Justification for Extension Request

In order to complete construction in 12 months, our current priority is to plan how Si Se Puede clients can be served during construction. Creating and implementing a transition plan helps us avoid a two-phase project where we construct one building at a time, which would extend construction time to 24 months. We are working closely with the County of Santa Cruz to consider all options, with the aim of finalizing a plan in the next 120 days. An extension to the current entitlements will allow us the time and flexibility we need to sustain programming and be 100% prepared to apply for construction permits in the summer of 2022.

Please feel free to reach out with any questions, thoughts, or feedback about our progress to date or our upcoming plans. We are looking forward to working with you on guaranteeing the best outcomes for our community.

Sincerely,

Habiba Rotter
Impact Manager
Encompass Community Services

City of Watsonville
Community Development Department

M E M O R A N D U M

DATE: **June 18, 2020**

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

FROM: **Suzi Merriam, Community Development Director**
Justin Meek, AICP, Principal Planner

SUBJECT: **Public Hearing to consider adoption of a Mitigated Negative Declaration and approval of a Lot Line Adjustment, Density Bonus, Planned Development, and Special Use Permit with Design Review and Environmental Review (PP2019-14) to allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44)**

AGENDA ITEM: **June 23, 2020** **City Council**

RECOMMENDATION

On May 5, 2020, the Planning Commission of the City of Watsonville adopted Resolutions No 11-20 and 12-20, recommending respectively that the City Council (1) adopt a Mitigated Negative Declaration and (2) approve a Lot Line Adjustment, Density Bonus, Planned Development, and Special Use Permit with Design Review and Environmental Review (PP2019-14) to allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44).

These recommendations were based on findings and subject to conditions of approval.

DISCUSSION

Planning Commission Meeting and Public Comment

The Planning Commission considered all written and verbal evidence regarding this application at a public hearing. Three members of the public wrote letters in support of the Project prior to the meeting, including Leslie Conner on behalf of Santa Cruz Community Health, Laura Marcus on behalf of Dientes Community Dental, and Rafael Hernandez on behalf of Monterey Bay Economic Partnership. During the meeting, Ashley Schweickart, Acquisition & Pre-Construction Project Manager for MidPen Housing-Watsonville, Joanna Carman, Director of MidPen Housing-Watsonville, and Christine Sippl, Director of Impact & Partnerships with Encompass Community Services, gave a presentation about their joint effort and answered questions concerning the Project. Jonathan Pilch, Watsonville Wetlands Watch Executive

Director, spoke in support of the Project. A local resident, Kay Lynn Hahn, raised questions concerning parking and inquired about the Project's timeline. No other individuals spoke in support of or opposition to the Project. Attachment 1 provides a copy of the minutes for the hearing, and Attachment 2 provides the packet of written materials, including the staff report to the Planning Commission along with attachments.

Project Information and Analysis

The staff report to the Planning Commission describes the setting and Project (see pages 7-10). Altogether, the Project involves constructing eight buildings totaling 101,256± square feet on a 4.7± acre site, consisting of five 3-story apartment buildings and one 2-story community center with managers unit for use by MidPen as affordable housing and two buildings for use by Encompass Community Services as inpatient (residential) and outpatient facilities. Overall development includes installing new onsite circulation and parking lot, landscaping, open space areas, stormwater facilities, and trash enclosures. Development of the Project also involves demolishing seven existing buildings and impervious surfaces, such as building foundations and surface parking areas.

The staff report to the Planning Commission also provides a discussion of the following:

- The project's consistency with General Plan goals and policies, including the City's adopted Housing Element (see pages 11-14);
- The Project's consistency with all development regulations for the RM-2 Zoning District and the City of Watsonville Residential Development Standards for Multi-family Rental Projects (Duplexes, Triplexes, Fourplexes and Apartments) with certain concessions and modifications, per State Density Bonus Law and approval of the requested Planned Development (PD) Overlay District (see pages 15-19);
- The Project's conformity with the City's Livable Community Residential Design Guidelines (2001), including with respect to principles and objectives concerning site planning, common areas, architectural design, colors and materials, lighting, and landscaping (see pages 19-21);
- Site access via Miles Lane and an improvement to the intersection of Auto Center Drive and Marin Street for traffic safety purposes (see page 21);
- Anticipated light levels from proposed pole- and wall-mounted light fixtures, which are consistent with light levels in a residential neighborhood and would not result in a visual nuisance (see page 22);
- Proposed building elevations above the 100-year floodplain and drainage facilities and post-construction features, intended to control the flow rate and pollutant load to pre-project conditions (see pages 21-23); and
- Preparation of an Initial Study and Mitigated Negative Declaration for the Project, in accordance with the California Environmental Quality Act (see pages 23-24).

Required Findings

The Project may be approved if the Council can make the required five sets of findings for:

1. Density Bonus [WMC § 14-47.140(b)]
2. Planned Development Overlay District (WMC § 14-16.2508)
3. Special Use Permit (WMC § 14-12.513)
4. Design Review (WMC § 14-12.403)
5. Lot Line Adjustment (WMC § 13-8.03(a))

Supportive evidence is provided for each of the required five sets of findings.

Actions

The actions for consideration by the Council consist of first taking action on the Initial Study and Mitigated Negative Declaration prepared for the Project and then act on the requested project entitlements, as follows:

- Adopt a Resolution approving (1) the Mitigated Negative Declaration (PP2019-14) for the Miles Lane Project a 4.7± Acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California (APNs 016-491-01, -02, & -03, & 016-111-44); and (2) concurrently approve a Mitigation Monitoring And Reporting Program for the Project, in accordance with the California Environmental Quality Act;
- Introduce an Ordinance to adopt a Planned Development Overlay District on the underlying residential district for Santa Cruz County Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 and direct changes on the Zoning Map of the City of Watsonville; and
- Adopt a Resolution approving a Lot Line Adjustment, Density Bonus, and Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14) to allow construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville (APNs 016-491-01, -02, & -03, & 016-111-44).

Conclusion

The proposed Lot Line Adjustment, Density Bonus, Planned Development, Special Use Permit with Design Review and Environmental Review (PP2019-14) allow construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44). The Project is consistent with the General Plan and Zoning Ordinance with approval of the requested Density Bonus and Planned Development Overlay District. The Project would provide housing within an existing neighborhood on land designated for residential development and help accomplish the community's affordable housing goals in the Housing Element of the General Plan. The Project would replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These new facilities provide a valuable service for the community and complement the affordable housing component of the Project. The Project design is consistent with the City's Livable Community Residential Design Guidelines. An Initial Study has been prepared for the Project in accordance with the provisions of CEQA, which provides substantial evidence that the Project would not have a significant effect on the environment. Therefore, the Planning Commission recommended that the Council (1) adopt a Mitigated Negative Declaration and (2) approve the project entitlements, subject to findings and conditions.

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 is consistent with the Council's goal to expand quality housing opportunities, in that the Project would provide affordable housing for lower income households and is designed in conformance with the City's Livable Community Residential Design Guidelines (2001).

FINANCIAL IMPACT

The Project applicant would pay development impact fees at either at issuance of building permits or certificate 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 improvements.

ALTERNATIVES

The Council may sustain, modify or overrule the the Planning Commission. The Council may not adopt the Initial Study/Mitigated Negative Declaration and/or deny the requested entitlements for project approval, provided that the Council provides substantial evidence contrary to making required findings.

ATTACHMENTS

1. May 5, 2020 Planning Commission public hearing minutes
2. May 5, 2020 Planning Commission meeting packet, consisting of the staff report to the Planning Commission and the following attachments:
   a. Site and Vicinity Map
   b. Plan Set (February 28, 2020)
   c. Revised Planned Development Request (February 28, 2020)
   d. Revised Density Bonus Housing Plan (February 28, 2020)
   e. Post-construction Stormwater Requirements Summary
   f. Preliminary Stormwater Control Plan (February 27, 2020)
   g. Initial Study/Mitigated Negative Declaration (prepared Dec. 2, 2019; updated April 2020)
   h. Response to Comments Memorandum (April 2020)
   i. Revised Miles Lane Project IS/MND Recirculation Memo (April 21, 2020)
   j. Public comment letters to the Planning Commission

Electronic copies of the nine attachments to the staff report for the May 5, 2020 Planning Commission meeting along with the Initial Study and response to comments memorandum for the Miles Lane Project (SCN 2019129010) are available on the City's website at https://www.cityofwatsonville.org/DocumentCenter/Index/157 under "Projects/Miles Lane Project - Affordable Housing and Treatment Facility/2020-05-05 Planning Commission meeting/Attachments."

cc: City Attorney

M I N U T E S

REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE

COUNCIL CHAMBERS
275 MAIN STREET, 4th FLOOR, WATSONVILLE, CALIFORNIA

May 5, 2020 **6:09 PM**

In accordance with City policy, all Planning Commission meetings are recorded on audio and video in their entirety, and are available for review in the Community Development Department (CDD). These minutes are a brief summary of action taken.

1. ROLL CALL

Chair Matthew Jones, Vice-Chair Anna Kammer, and Commissioners Ed Acosta, Jenny T. Sarmiento, and Jenni Veitch-Olson were present. Commissioners Jenna Rodriguez and Phillip F. Tavarez were absent.

Staff members present were City Attorney Alan Smith, Community Development Director Suzi Merriam, Administrative Services Director Cindy Czerwin, Principal Planner Justin Meek, Public Works Administrative Services Manager Gabriel Gordo, Financial Analyst Silvia Diaz, Associate Planner Ivan Carmona, Assistant Planner Sarah Wikle, Recording Secretary Deborah Muniz and Administrative Assistant Maria Elena Ortiz.

2. PLEDGE OF ALLEGIANCE

Chair Matthew Jones led the Pledge of Allegiance.

3. PRESENTATIONS & ORAL COMMUNICATIONS

None

4. CONSENT AGENDA

A. MOTION APPROVING MINUTES OF MARCH 3, 2020 REGULAR MEETING

MOTION: It was moved by Commissioner Sarmiento, seconded by Vice-Chair Kammer, and carried by the following vote to approve the Consent Agenda:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

.

5. PUBLIC HEARINGS

A. CONSIDERATION OF MOTION RECOMMENDING CITY COUNCIL ADOPT THE CITY'S 2020-2021 CAPITAL IMPROVEMENT PROGRAM (CIP) WITH THE PROPOSED PUBLIC IMPROVEMENTS AND FIND THE PROJECTS ARE CONSISTENT WITH THE CITY'S GENERAL PLAN, FILED BY THE CITY OF WATSONVILLE

1) Staff Report

Staff Report was given by Administrative Services Director Cindy Czerwin.

2) Planning Commission Clarifying & Technical Questions

In answering Commissioner Veitch-Olson's inquiry, Administrative Services Director Czerwin explained that there is a large increase in projects for years 2022-2023 due to the chrome 6 projected being implemented during those years.

3) Public Hearing

Chair Jones opened the public hearing.

Hearing no comment, Chair Jones closed the public hearing.

4) Appropriate Motion(s)

MAIN MOTION: It was moved by Commissioner Veitch-Olson, seconded by Commissioner Sarmiento, to approve the following resolution:

RESOLUTION NO. 7-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, RECOMMENDATION TO THE CITY COUNCIL TO ADOPT THE CITY'S 2020-2021 CAPITAL IMPROVEMENT PROGRAM (CIP) WITH THE PROPOSED PUBLIC IMPROVEMENTS AND FIND THAT THE CIP SUPPORTS THE GENERAL PLAN

5) Deliberation

None

6) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

B. AN APPLICATION FOR A SPECIAL USE PERMIT WITH ENVIRONMENTAL REVIEW (PP2019-374) TO ALLOW THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE (TYPE 20) ABC LICENSE UNDER NEW OWNERSHIP FOR AN EXISTING GAS STATION WITH A 2,765± SQUARE FOOT CONVENIENCE STORE AND CAR WASH (VIKHAR GAS) LOCATED AT 676 EAST LAKE AVENUE (APN 017-072-01), FILED BY ATAM PARKASH SINGH SANDHU, APPLICANT AND PROPERTY OWNER

Prior to the staff report, Commissioner Anna Kammer recused herself due to owning property within 300 feet of the proposed project, therefore creating a conflict of interest.

1) Staff Report

Staff Report was given by Assistant Planner Sarah Wikle.

2) Planning Commission Clarifying & Technical Questions

None

3) Applicant Presentation

None

4) Planning Commission Clarifying & Technical Questions

None

5) Public Hearing

Chair Jones opened the public hearing.

Hearing no comment, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

MAIN MOTION: It was moved by Commissioner Veitch-Olson, seconded by Chair Jones, to approve the following resolution:

RESOLUTION NO. 8-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, APPROVING A SPECIAL USE PERMIT WITH ENVIRONMENTAL REVIEW (PP2019-374) TO ALLOW THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE (TYPE 20) ABC LICENSE UNDER NEW OWNERSHIP FOR AN EXISTING GAS STATION WITH A 2,765± SQUARE FOOT CONVENIENCE STORE AND CAR WASH (VIKHAR GAS) LOCATED AT 676 EAST LAKE AVENUE, WATSONVILLE, CALIFORNIA (APN 017-072-01)

7) Deliberation

None

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez
ABSTAIN:	COMMISSIONERS:	Kammer

C. AN APPLICATION FOR A SPECIAL USE PERMIT WITH MINOR DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2018-282) TO ALLOW CONSTRUCTION OF TWO DISTILLATION TOWERS OVER 35-FEET AND UPGRADE INTERNAL EQUIPMENT FOR THE AGRON BIODIESEL FACILITY LOCATED AT 860 WEST BEACH STREET (APN 018-321-01), FILED BY ROXBY HARTLEY WITH WIE-AGRON BIOENERGY, APPLICANT AND PROPERTY OWNER

1) Staff Report

Staff Report was given by Associate Planner Ivan Carmona.

2) Planning Commission Clarifying & Technical Questions

None

3) Applicant Presentation

Applicant Roxby Hartley, Wie-Agron Bioenergy, and Brad Wilson, President of Western Iowa Energy, both gave an overview of the project and how beneficial it will be to the City of Watsonville.

4) Planning Commission Clarifying & Technical Questions

None

5) Public Hearing

Chair Jones opened the public hearing.

Hearing no comment, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

MAIN MOTION: It was moved by Vice-Chair Kammer, seconded by Commissioner Sarmiento, to approve the following resolution:

RESOLUTION NO. 9-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, APPROVING A SPECIAL USE PERMIT WITH DESIGN REVIEW, AND ENVIRONMENTAL REVIEW (PP2018-282) TO ALLOW RECONSTRUCTION OF A 65-FOOT TALL DISTILLATION TOWER AND CONSTRUCTION OF A NEW 60-FOOT DISTILLATION TOWER ON A 1.56± ACRE SITE LOCATED AT 860 WEST BEACH STREET (APN 018-321-01)

7) Deliberation

None

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

D. AN APPLICATION FOR A SPECIAL USE PERMIT WITH DESIGN REVIEW, MAJOR VARIANCE, AND ENVIRONMENTAL REVIEW (PP2018-35) TO ALLOW THE DEMOLITION OF A MCDONALDS BUILDING WITH A SINGLE DRIVE-THROUGH LANE AND RECONSTRUCTION OF A NEW MCDONALDS BUILDING WITH A SPLIT DRIVE-THROUGH LANE AND TWO MENU BOARDS ON A 1.01± ACRE SITE LOCATED AT 1598 FREEDOM BOULEVARD (APN 019-282-03), FILED BY SILVIA WYTKIND, MCDONALDS USA, LLC, APPLICANT, ON BEHALF OF FRANCHISE REALTY INTERSTATE CORP (MCDONALDS), PROPERTY OWNER

1) Staff Report

Staff Report was given by Principal Planner Justin Meek.

2) Planning Commission Clarifying & Technical Questions

None

3) Applicant Presentation

None

4) Planning Commission Clarifying & Technical Questions

None

5) Public Hearing

Chair Jones opened the public hearing.

Hearing no comment, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

MAIN MOTION: It was moved by Vice-Chair Kammer, seconded by Chair Jones, to approve the following resolution:

RESOLUTION NO. 10-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, APPROVING A SPECIAL USE PERMIT WITH DESIGN REVIEW, MAJOR VARIANCE, AND ENVIRONMENTAL REVIEW (PP2018-35) TO ALLOW THE DEMOLITION OF A MCDONALD'S BUILDING WITH A SINGLE DRIVE-THROUGH LANE AND RECONSTRUCTION OF A NEW MCDONALD'S BUILDING WITH A SPLIT DRIVE-THROUGH LANE AND TWO MENU BOARDS ON A 1.01± ACRE SITE LOCATED AT 1598 FREEDOM BOULEVARD (APN 019-282-03)

7) Deliberation

None

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

E. RECOMMENDATION TO CITY COUNCIL FOR ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF A LOT LINE ADJUSTMENT, DENSITY BONUS, PLANNED DEVELOPMENT, AND SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2019-14) TO ALLOW CONSTRUCTION OF THE MILES LANE PROJECT ON A 4.7± ACRE SITE, FILED BY ELIZABETH NAHAS WILSON WITH MIDPEN HOUSING CORPORATION, APPLICANT, ON BEHALF OF MICHAEL C. MARCHISIO TRUST AND NAMVAR & SHIREEN DINYARI, PROPERTY OWNERS

1) Staff Report

Staff Report was given by Principal Planner Justin Meek.

2) Planning Commission Clarifying & Technical Questions

Principal Planner Meek answered questions from Commissioner Acosta regarding affordable housing visitor parking requirements.

Commissioner Sarmiento spoke in support of the project.

Bill Spain, Moore Iacofano Goltsman, Inc. Project Manager, gave a presentation on the Initial Study/Mitigated Negative Declaration prepared for the Miles Lane Project, in accordance with CEQA.

3) Applicant Presentation

A presentation was given by Ashley Schweickart, Acquisition & Pre-Construction Project Manager for MidPen Housing-Watsonville, Joanna Carman, Director of Housing Development-Watsonville and Christine Sippl, Director of Impact & Partnerships with Encompass Community Services.

4) Planning Commission Clarifying & Technical Questions

In answering Commissioner Sarmiento's inquiry, Director Sippl mentioned their plans for the continuation of the Si Se Puede program's services during construction.

5) Public Hearing

Chair Jones opened the public hearing.

Project Manager Schweickart, MidPen Housing Leasing Director, Daniel Fagan, and Director Sippl, answered questions from Watsonville resident, Kay Lynn Hahn, regarding parking at the proposed project.

Jonathan Pilch, Watsonville Wetlands Watch Executive Director, spoke in support of the project.

In answering Kay Lynn Hahn, Watsonville resident, Project Manager Schweickart and Director Sippl, both went over the project's timeline.

Hearing no further comment, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

MOTION: It was moved by Vice-Chair Kammer, seconded by Commissioner Acosta, to approve the following resolution:

RESOLUTION NO. 11-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION ADOPTING THE MITIGATED NEGATIVE DECLARATION (PP2019-14) FOR THE MILES LANE PROJECT ON A 4.7± ACRE SITE LOCATED AT 139, 141, 161 MILES LANE AND 201 KIMBERLY LANE, WATSONVILLE, CALIFORNIA (APNS 016-491-01, -02 & -03, & 016-111-44; AND RECOMMENDING THE CITY COUNCIL ADOPT CONCURRENTLY A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT, IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

7) Deliberation

None

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

9) Appropriate Motion(s)

MOTION: It was moved by Commissioner Sarmiento, seconded by Commissioner Veitch-Olson, to approve the following resolution:

RESOLUTION NO. 12-20 (PC):
RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION APPROVING A LOT LINE ADJUSTMENT, DENSITY BONUS, PLANNED DEVELOPMENT, AND SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2019-14) TO ALLOW THE CONSTRUCTION OF THE MILES LANE PROJECT ON A 4.7± ACRE SITE LOCATED AT 139, 141, 161 MILES LANE AND 201 KIMBERLY LANE, WATSONVILLE, CALIFORNIA (APNS 016-491-01, -02 & -03, & 016-111-44)

10) Deliberation

None

11) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS:	Acosta, Kammer, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Rodriguez, Tavarez

6. REPORT OF THE SECRETARY

The report was given by Director Merriam.

7. ADJOURNMENT

Chair Jones adjourned the meeting at 9:15 PM. The next Planning Commission meeting is scheduled for Tuesday, June 2, 2020, at 6:00 PM in the City Council Chambers.

Suzi Merriam, Secretary
Planning Commission

Matthew H. Jones, Chair
Planning Commission

City of Watsonville
M E M O R A N D U M

DATE: April 22, 2020

TO: Planning Commission

FROM: Suzi Merriam, Community Development Director
Justin Meek, AICP, Principal Planner

SUBJECT: Planning Commission recommendation to City Council for adoption of a Mitigated Negative Declaration and approval of a Lot Line Adjustment, Density Bonus, Planned Development, and Special Use Permit with Design Review and Environmental Review (PP2019-14) to allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44).

AGENDA ITEM: May 5, 2020 **Planning Commission**

RECOMMENDATION:
Staff recommends that the Planning Commission (a) adopt a Resolution recommending that the City Council adopt a Mitigated Negative Declaration and (b) adopt a Resolution recommending that the City Council approve a Lot Line Adjustment, Density Bonus, Planned Development, and Special Use Permit with Design Review and Environmental Review (PP2019-14) to allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44).

The recommendations are based on the attached findings and conditions of approval.

BASIC PROJECT DATA

APPLICATION NO.: PP2019-14 **APN:** 016-491-01, -02, & -03, & 016-111-44
LOCATION: 139, 141, 161 Miles Lane and 201 Kimberly Lane
LOT SIZE: 4.7± acre

PROJECT DESCRIPTION: The project proposes to construct eight buildings totaling 101,256± square feet on a 4.7± acre site, consisting of five 3-story apartment buildings and one 2-story community center with managers unit for use by MidPen as affordable housing and two buildings for use by Encompass Community Services as inpatient (residential) and outpatient facilities. Overall development includes installing new onsite circulation and parking lot, landscaping, open space areas, stormwater facilities, and trash enclosures. Development of the project also

involves demolishing seven existing buildings and impervious surfaces, such as building foundations and surface parking areas. Project entitlements consist of a Lot Line Adjustment, Density Bonus, Planned Development, and Special Use Permit with Design Review and Environmental Review.

GENERAL PLAN: Residential Medium Density and Environmental Management
ZONING: RM-2 (Multiple Residential-Medium Density) and EM-OS (Environmental Management-Open Space)
SURROUNDING GENERAL PLAN/ZONING: Residential Medium Density in the RM-2 Zoning District

EXISTING USE: Substance abuse facility and five residential dwellings; riparian habitat in Upper Watsonville Slough
PROPOSED USE: Substance abuse facility and 72 affordable housing units; riparian habitat in upper Watsonville Slough
SURROUNDING USES: Residential (single family, multifamily, and mobile home units)

FLOOD ZONE: A portion of the site is within the 100-year floodplain (Zone AE) with a base flood elevation of 26 to 26.3 feet (FEMA Flood Map Panel 0392E, Map No. 06087C0392E, revised May 16, 2012)

CEQA REVIEW: An Initial Study/Mitigated Negative Declaration has been prepared for this project, in accordance with the provisions of the California Environmental Quality Act (CEQA).

APPLICANT: Elizabeth Nahas Wilson, MidPen Housing Corp., 275 Main Street, Ste. 204, CA 95076
PROPERTY OWNERS:
Michael C. Marchisio Trust, 19745 Oakmont Drive, Los Gatos, CA 95033 (APNs: 016-491-01, 016-491, and 016-111-44)
Namvar & Shireen Dinyari, 299 Vista Drive, Watsonville, CA 95076 (APN: 016-491-03)

BACKGROUND

On January 16, 2019, Elizabeth Nahas Wilson with MidPen Housing Corporation, applicant, on behalf of Michael C. Marchisio Trust (APNs: 016-491-01, 016-491, and 016-111-44) and Namvar & Shireen Dinyari (APN: 016-491-03), property owners, applied for a Lot Line Adjustment, Density Bonus, and Special Use Permit with Design Review and Environmental Review (PP2019-14) to allow construction of the Miles Lane Project at the subject site. The Density Bonus application originally included a request of three concessions to reduce certain development standards and zoning code requirements. Namely, the applicant requested reducing the minimum net land area per unit requirement, allowing both residential and non-residential uses onsite, and reducing parking. At the time, the parking reduction request did not constitute a concession, since the proposed number of parking spaces were consistent with the alternative provisions are set forth in the City's zoning code for affordable housing projects, in accordance with state law.

The Miles Lane Project is a joint effort by MidPen Housing Corporation (MidPen) and Encompass Community Services (Encompass). MidPen is a non-profit that develops, owns and managers affordable housing. In the 45-plus years since it was founded, MidPen has developed over 100 communities and 8,500 homes for low-income families, seniors and special needs individuals throughout Northern California.[1] Encompass is a non-profit organization that provides services in behavioral health, family and social well-being, early childhood education, housing, and substance use recovery. Begun in 1973, Encompass has about 40 programs throughout Santa Cruz County.[2]

On June 12, 2019, the applicant amended the entitlement application to include a request for adopting a Planned Development (PD) Overlay District to allow the modification of district regulations concerning building setbacks. The applicant indicates that this request is necessary to ensure the feasibility of the proposed treatment facilities and affordable housing development.

On February 28, 2020, the applicant revised the project plans to remove two buildings and associated retaining walls on steep slopes (Attachment 2). This change was based on reducing construction costs. The applicant also revised the project plans to increase the overall number of dwelling units from 61 to 72 by adding a third story to five buildings. As one of the buildings now exceeds the maximum height limit of 40 feet, the applicant requests a height limit modification to allow this building with a height of 48 feet.

The applicant further amended and clarified the entitlement application requests at this time. The applicant indicated that the Planned Development process would also be used "to modify density and use" (Attachment 3). Modifications to district regulations may be requested using the Planned Development process rather than as concessions per state Density Bonus law. Altogether, requested modifications to district regulations include a mix of allowable uses onsite (i.e., residential and non-residential), an increase in maximum building height, a reduction of minimum building setbacks, and a reduction of minimum net land area per unit requirements.

The Density Bonus request is still required to allow a residential density greater than the maximum allowed per the General Plan. In a revised Density Bonus Housing Plan, the applicant notes that recent changes to state Density Bonus law permits housing developments to receive a density bonus of up to 80 percent if 100 percent of the total units are for lower income households (Attachment 4). The applicant further clarified the reduced parking concession request at 6.4 percent fewer stalls than required per the provisions set forth in the City's zoning code for affordable housing projects.

PROCESS

Lot Line Adjustment

A Lot Line Adjustment is a minor relocation of the boundary or boundaries between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, with no more parcels being created than originally existed. The procedures for review of a Lot Line Adjustment is the same as with the procedures for review of minor land divisions, as

[1] MidPen Housing website, https://www.midpen-housing.org/about-midpen/ (visited on April 6, 2020).
[2] Encompass Community Services website, https://www.encompasscs.org/about_us (visited on April 6, 2020).

contained in Chapter 13-5 of the Watsonville Municipal Code (WMC). Typically, this type of application is reviewed and approved administratively by the City's Minor Land Division Committee. WMC § 13-5.04. However, because the requested Lot Line Adjustment is part of a number of other requested entitlements, it is being referred to the Planning Commission for recommendation and City Council for final review and approval. The City Council has the authority to impose any conditions as are necessary to assure compliance with the provisions of the General Plan and the regulations of the zoning and building codes. The conditions are limited to those issues directly related to the Lot Line Adjustment. WMC § 13-8.03.

Density Bonus

State law allows a housing development with a certain percentage of affordable units to be eligible for a density bonus. Pursuant to California Government Code Section 65915, a city must adopt an ordinance that specifies how compliance with GOV Section 65915 will be implemented. Failure to adopt an ordinance does not relieve a city from complying with this section.

The City adopted WMC Chapter 14-47 in 2006 to implement GOV Section 65915. WMC Chapter 14-47 grants applicants density bonuses or other incentives or concessions, if the applicant agrees to construct a residential development which contains certain housing for very low, lower, and moderate income households.

At the time of the project submittal, residential developments that provided "at least 30 percent of the units for lower income households" were eligible for a 35 percent density bonus along with three development incentives or concessions. Recent legislation, however, increased the maximum bonus to 80 percent for projects involving 100 percent of the units for lower income households.[3] As such, the project is eligible for up to an 80 percent density bonus per state law.

Planned Development Overlay District and Special Use Permit

The purpose of the Planned Development (PD) Overlay District is to provide a technique to foster development plans for eligible lands which serve public objectives more fully than development plans permitted under conventional zoning regulations; and to establish criteria for identifying those parcels of land which are eligible for the special procedures available for creative development plans requiring special review and approval procedures.

The PD District is an "overlay" or "combining" district which is placed over or covers an existing base residential, commercial, or industrial districts.[4] The PD Overlay District shall be designated by the use of the letters PD following the underlying zoning designation. The regulations of the underlying district may be superseded, modified or amended upon approval of the planned development as provided in Part 25 of WMC Chapter 14-16. A PD Overlay District may provide for modifications on district regulations, where appropriate, in areas such as building setbacks, building height, lot area, parking, and use. WMC § 14-16.2503.

[3] AB 1763 (effective January 1, 2020) amended GOV Section 65915, increasing the maximum density bonus to 80% for residential development in which 100% of the total units are for lower income households (California Legislative Information, https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB1763).

[4] See American Planning Association "Property Topics and Concepts" website for more information on overlay zoning, https://www.planning.org/divisions/planningandlaw/propertytopics.htm#Overlay.

Pursuant to WMC Section 14-16.2502, the intent of the PD District is so that:

(a) Planned development zoning will be granted only where the subject parcel is large enough to make innovative and creative site planning possible;

(b) Applicants shall have the professional capability to produce a creative plan;

(c) The public interest in achieving goals stated in the General Plan will be served more fully through the planned development process rather than through application of conventional district regulations;

(d) The advantages to landowners afforded by the planned development process will be balanced by public benefits;

(e) Natural or man-made features and resources of the site such as topography, trees, watercourses, and the like are preserved; and

(f) A PD Overlay District shall only be allowed in any existing zoning districts.

The Planning Commission shall review the request for the establishment of a PD Overlay District and make a recommendation to the City Council, which shall review the matter at a public hearing and establish the PD Overlay District by ordinance. After adoption of a PD Overlay District, a Special Use Permit issued by the City Council shall be required for any and all uses in a PD Overlay District. An application for a Special Use Permit in a PD Overlay District shall include and be accompanied by a Specific Development Plan which, if approved by the City Council, shall become a part of the Use Permit. The recommendation by the Planning Commission, adoption by Ordinance of a PD Overlay District by the City Council, and issuance of a Special Use Permit by the City Council after adoption of a PD Overlay District shall in each instance be passed by at least five affirmative votes.

Before recommending or approving any PD Overlay District and related development plan, the Planning Commission and the City Council shall make the findings set forth in WMC Section 14-16.2508.

The purpose of the Special Use Permit is to ensure the proper integration of uses which, because of their special nature, may be suitable only in certain locations or zoning districts or only if such uses are arranged or designed in a particular manner. WMC § 14-12.500. This special review shall be for the purpose of determining that the proposed use is, and will continue to be, compatible with surrounding, existing, or planned uses; and for the further purpose of establishing such special conditions as may be necessary to ensure the harmonious integration and compatibility of uses in the neighborhood and with the surrounding area. WMC § 14-12.501.

Design Review

All new construction, exterior remodeling, additions, or changes in use requiring additional parking, which involve structures used for multi-family residential, commercial, industrial or public purpose are subject to Design Review. WMC § 14-12.400. No Building Permit shall be

issued for a development subject to Design Review until a Design Review Permit has been approved in accordance with WMC Chapter 14-12 and conditions of approval have been met.

When considering applications for Design Review, the Planning Commission shall evaluate the impact of the Design Review on and its compatibility with surrounding properties and neighborhoods to ensure the appropriateness of the development and make the findings set forth in WMC Section 14-12.403. The findings for a Design Review Permit are substantially similar to those required for Special Use Permits, except for the finding set forth in WMC Section 14-12.403(e), which requires that additional design elements be addressed.

Environmental Review

The California Environmental Quality Act requires local and state governments to consider the potential environmental effects of a project before making a decision on it. CEQA's purpose is to disclose the potential impacts of a project and suggest methods to minimize those impacts so that decision-makers will have full information upon which to base their decision. Below is a summary of key provisions for the consideration and adoption of a negative declaration or mitigated negative for a project.

1. **Consideration prior to approval.** Prior to approving a project, the decision-making body shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process.

2. **Standard.** The decision-making body can adopt the negative declaration or mitigated negative declaration only if it finds there is no substantial evidence that the project will have a significant effect on the environment.

3. **The Record.** The lead agency is to specify the location of the documents and materials constituting the record.

4. **Mitigation Monitoring and Reporting.** When adopting a mitigated negative declaration, the lead agency must also adopt a program for reporting or monitoring the changes it has required or made conditional on approval.

STANDARD OF REVIEW & APPEAL PROCESS

Whether a particular decision is adjudicative or legislative determines the requirements to support the decision. Legislative decisions involve the adoption of broad policies applicable to many situations (for example, general plan and zoning amendments). Legislative decisions generally require few, if any, findings.

Adjudicative (or "quasi-judicial") decisions, on the other hand, are not policy decisions. Adjudicative/quasi-judicial decisions apply already adopted policies or standards to individual

cases, such as a variance or conditional use permit application. Adjudicative/quasi-judicial decisions are based on evidence and must always be supported by findings.[5]

The proposed Planned Development is a legislative decision as it involves amending the Zoning Map with a PD Overlay District for the site. This legislative decision requires certain findings, as set forth in WMC Section 14-16.2508.

The remaining decisions before the Planning Commission—a Lot Line Adjustment, Density Bonus, and Special Use Permit with Design Review—are adjudicative/quasi-judicial decisions and require findings, either for denial, or as recommended, for approval and be supported by substantial evidence. *Toigo v Town of Ross* (1998) 70 Cal App 4th 309

If the Planning Commission's decision is appealed, the City Council will consider whether the action taken by the Planning Commission was erroneously taken and may sustain, modify or overrule Planning Commission's action. In order for the Planning Commission's decision to be overturned on appeal, the City Council must find that the action taken by the Planning Commission was erroneous and inconsistent with the intent of the Zoning District regulations that regulate the proposed action. WMC § 14-10.1106.

A lawsuit is required to challenge a Council's decision. A reviewing court will consider whether an adjudicative/quasi-judicial decision by the Council was supported by adequate findings. Courts scrutinize adjudicative/quasi-judicial decisions closely. An action may be overturned if the City (1) exceeded its authority, (2) failed to provide a fair hearing, or (3) or made a decision not supported by substantial evidence (also called "a prejudicial abuse of discretion").

Another important difference between legislative and adjudicative/quasi-judicial decisions on appeal is the substantial evidence standard: in weighing evidence of what happened at the Council meeting, courts go beyond whether a decision was "reasonable" (the legislative standard). Courts reviewing adjudicative/quasi-judicial decisions look to make sure the decision is supported by substantial evidence. Denied applicants argue that there is no substantial evidence to support the decision. Cities usually assert there is substantial evidence to support the decision and rely on (1) the written words in the staff findings, (2) the statements and letters presented at the hearing, and (3) the words of the Planning Commission or Council

DISCUSSION

Existing Site

The 4.7± acre project site consists of four properties located at 139-161 Miles Lane and 201 Kimberly Lane. Situated along the south side of Miles Lane and east of Santa Clara Street, the site is a short distance from Freedom Boulevard to the west. Single- and multi-family dwellings comprise nearby residences. As shown on Figure 1, the Portola Heights Mobile Home Park lies

[5] Quasi-judicial decisions require the decision-making body to take evidence and use its judgment to make factual as well as legal determinations about whether a particular property or project meets the standards established by the land use ordinance.

to south of the site. The upper reaches of the Watsonville Slough[6] runs through the low-lying portion of the site.



FIGURE 1 Aerial view of the project site and surrounding area
Source: Pictometry, 2016

Existing development on the project site include several residential structures. The 161 Miles Lane property has two houses totaling approximately 3,500 square feet and a separate workshop about 2,100 square feet in size. Encompass currently uses this property as a licensed substance use disorder treatment program facility with 23 beds (known as Si Se Puede). Three small houses (141, 149, and 153 Miles Lane) and two smaller cottages (145 and 155 Miles) are on the adjoining parcel 016-491-02. Most of the buildings are constructed of wood frame, with stucco siding, and composite shingle roofing. The house at 149 Miles Lane has a membrane roofing system and the house at 153 Miles Lane needs structural repairs and is currently vacant. The properties at 139 Miles Lane and 201 Kimberly Lane are undeveloped.

The portion of the site next to Santa Clara Street and Kimberly Lane are fairly flat. However, the rest of the site along Miles Lane is steeply sloped. The highest point, in the northwest corner of the site, is 86± feet above mean sea level (AMSL); the lowest elevation, near the mid-point of Miles Lane, is 25± feet AMSL (Attachment 2, Existing Site Plan, sheet C2.0). At the lowest elevation of the site are sensitive natural features including a perennial stream[7] running north to

[6] Watsonville Slough is the main drainage channel for the city, draining into the greater Watsonville State Wildlife Area. The Watsonville Slough connects to the Pajaro River near the beach at Monterey Bay.
[7] The stream channel itself is deeply incised with little bank formation, and is unusually straight, indicating that it was likely dug through the property at some point in the past. The channel ends in a stormwater structure that

south across the139 Miles Lane property, willow woodland (approximately 0.32 acres) adjacent to and west of the stream, and a seep wetland (approximately 0.05 acres) to the east of the stream.[8]

Proposed Project

The Miles Lane Project consists of the development of eight buildings totaling 101,256± square feet. Six of the buildings would be used for providing affordable housing, and the remaining two would be used as inpatient (residential) and outpatient facilities, which would replace the existing residential substance abuse treatment facility currently operated by Encompass. The affordable housing component consists of 16 studio, 19 1-bedroom, 18 2-bedroom, and 19 3-bedroom units and would provide housing for low, very low, and extremely low-income households. The portion of project site devoted to MidPen is 3.7 acres (161,797± square feet) with the remaining property area of 1.0 acres (43,363± square feet) for use by Encompass (Attachment 2, Preliminary Map).

To serve the housing, the project includes a centrally located community building that will include the following amenities: a community room and kitchen, a computer lab, a Learning Center for afterschool programming, a laundry room, and property manager and service manager offices. The Encompass' residential facility will average 28 program participants, with a maximum capacity of 30 residents, and is staffed 24/7. The inpatient facility will provide housing for 17 residents per night. The number of FTE staff will increase from 14 to 15 with a maximum of nine staff onsite at one time. The outpatient facility will serve 40 to 85 total clients per day and operate 9 AM to 5 PM on weekdays, with weekday evening hours of 5-9 PM, three to four days per week. The current outpatient program is on Auto Center Drive; the eight employees at this location would be transferred to the new facility after construction is completed.

Other key project components, including new circulation, parking, landscaping and open space, are as follows:

- **Circulation and Parking.** The parking lot for the inpatient and outpatient facilities would be accessed from Miles Lane near the corner of Santa Clara Street and Kimberley Lane. Three vehicular entrances are proposed for the affordable housing facility, all along Miles Lane. A total of 102 residential parking spaces and 27 spaces for the inpatient and outpatient facilities are proposed. Walkways provide general circulation throughout the site between the sidewalk and proposed buildings.

- **Landscape and Open Space.** The project includes both landscaping features as well as open space and recreational facilities. The project would provide 101 new trees and low water use ornamental plantings. The following recreational facilities are included with the project: 1,075 square-foot play space with climbing structure; 5,284 square feet of artificial turf for recreational activities; 930 square-foot courtyard with tables and BBQ; a 3,000 square-foot community garden with raised beds; and a 380 square-foot observation patio. The conceptual Landscape Plan and site amenities shown in Attachment 2 as sheets L-

causes water to backup into the channel and pool during the summer months. This structure also acts as a barrier to animals such as frogs and fish.

[8] The seep begins on the hillside on the eastern portion of the site and spreads out into the flatter section of the property.

1.0 through L-2.2. Additionally, the project includes a trail easement for a portion of the Upper Watsonville Trail (Segment 9.4) in the City's Trails and Bicycle Master Plan (2012) that crosses the project site.

- **Grading and Drainage.** The project would create 92,320± square feet of impervious surfaces[9] (Attachment 2, Grading and Drainage Plan, sheets C3.0 and C3.1). As shown in Table 1, the eight buildings would cover approximately 17 percent of the site with other impervious surfaces, such as drive aisles and parking, covering another 28 percent. The remaining 55 percent of the site is pervious, consisting of landscape and open space areas. The project is subject to the City's stormwater management requirements. Proposed retention and treatment features include bio-retention areas and underground infiltration chambers.

- **Utilities and Infrastructure.** The proposed project would connect to existing water, wastewater, storm drainage, electricity, and telecommunication infrastructure. Water service, wastewater treatment, stormwater management, and solid waste collection are provided by the City. Electricity and natural gas are provided by PG&E. The onsite utilities plan is shown in Attachment 2 as sheet C5.0.

- **Removal of Existing Structures**. As part of the project, all existing buildings would be demolished, including two homes used by Encompass as a substance abuse facility and housing program, three rental homes, one transitional rental home and one vacant, uninhabitable home.

TABLE 1 Pervious and Impervious Surface Areas

	Area (sf)	Area (acres)	%
Building footprint	34,073	0.78	17
Other impervious (e.g., pavement, pathways)	58,247	1.34	28
Pervious (e.g., landscaping, open space)	112,839	2.59	55
Total Project Site	**205,159**	**4.71**	**100**

Source: WR&D Architects, cover sheet A001 (02.28.2020) and C3 Engineering, Stormwater Control Plan, Miles Lane Housing Development (02.27.2020)

Potential Displacement

The project would not displace a substantial numbers of existing people or housing. Nevertheless, the project has the potential to displace the occupants of the existing homes to be demolished. The new housing development of 72 residential units, however, would have capacity to house those displaced by build-out of the project. Because new dwelling units would provide housing for low, very low, and extremely low-income households, rental prices would most likely not be a deterrent to existing residents who may elect to secure housing in the new development. As such, existing residents could feasibly be accommodated by the project's proposed affordable housing development.

[9] Note that accounting for the pre-project impervious surface area of 38,440± square feet results in a net impervious area of 53,880± square feet.

General Plan

The majority of the project site is designated Residential Medium Density on the General Plan Land Use Diagram. The purpose of the Residential Medium Density designation is to provide living environments through various forms of housing developments, including apartments, at densities between 8 and 13.99 dwelling units per net acre. Per state law, the project is eligible for a density bonus of up to 80 percent greater than the maximum allowed because it is a 100 percent affordable housing project. The project would not result in a residential density that exceeds the maximum allowed per state Density Bonus law and would help accomplish the community's affordable family housing goals in the Housing Element.

As shown on Figure 2, a small portion of the project site is designated Environmental Management. This area corresponds with the portion of the upper reaches of the Watsonville Slough that runs through the low-lying portion of the site and has been set aside for the protection and preservation of natural resources, such as wetlands, sloughs, and wildlife habitat. No development is proposed within this area.

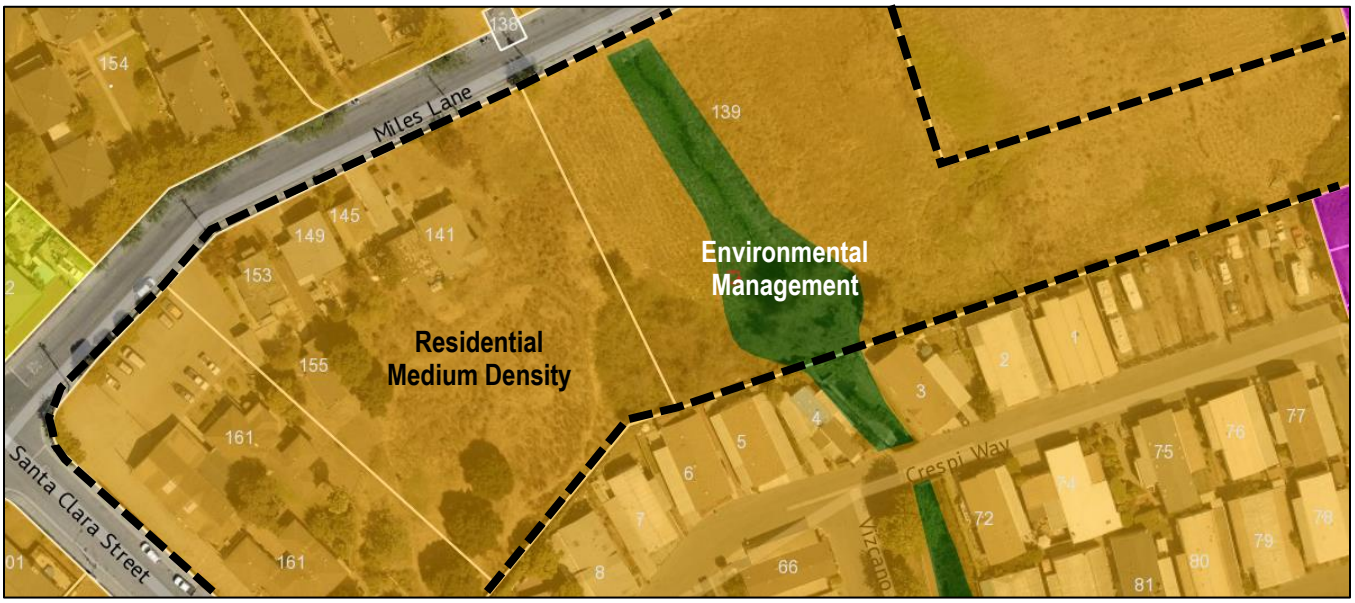


FIGURE 2 General Plan land use designations for the project site and surrounding area
Source: City of Watsonville GIS Geodatabase

General Plan Consistency

The proposed project is consistent with the following General Plan goals, policies and implementation measures concerning housing, land use compatibility, design, site improvement, and wildlife habitat protection.

- ***Housing Element Goal 3.0: Housing Production*** *– Provide housing opportunity for Watsonville's share of the regional housing need for all income groups.*

- ***Housing Element Policy 3.1*** *– Encourage the production of housing that meets the needs of all economic segments, including lower, moderate, and above moderate-income households, to achieve a balanced community*.

- ***Housing Element Policy 3.2*** *– Provide high quality rental and ownership housing opportunities for current and future residents that are affordable to a diverse range of income levels*.

- ***Housing Element Policy 3.4*** *– Continue to implement the Affordable Housing Ordinance, Density Bonus Ordinance, and other programs as a means of integrating affordable units within new residential development*.

- ***Housing Element Policy 4.2*** *– Implement and enforce residential design guidelines to ensure that the community's expectations are met with respect to the quality and style of housing projects.*

- ***Housing Element Program 18: Design Review Process*** *– The City will continue to use the Livable Community Residential Design Guidelines in concert with the City's General Plan, Zoning and Subdivision Ordinance and other area plans. The City will continue to ensure that projects comply with the City's design review process and the Design Guidelines.*

- ***Goal 4.7 Land Use Suitability*** *– Ensure that the orderly development of land for the needs of the existing and projected population within in the City limit and Sphere of Influence is based on the land's overall suitability, including: the accessibility of existing and proposed public facilities, services, and utilities, physical and financial constraints; and/or growth inducing impacts.*

- ***Policy 4.G Land Use Suitability*** *– The City shall encourage the development of urban uses on those lands best suited for urban uses and discourage it on lands unsuited for urban uses.*

- ***Goal 4.2: Neighborhoods*** *– Conserve and improve the living environment of existing Watsonville neighborhoods.*

- ***Policy 4.B: Neighborhood Preservation*** *–The City shall plan for the protection of existing neighborhood qualities and the provision of adequate neighborhood facilities in developing areas.*

- ***Implementation Measure 4.B.2: New Neighborhood Facilities*** *– The City shall utilize land use controls, such as, specific plan, LOS standards, and zoning development controls, to ensure balanced neighborhood development in a compact pattern, and to avoid premature extension of public facilities and services.*

- ***Implementation Measure 4.A.2: Land Use Compatibility*** *– The City shall monitor housing production to ensure compatibility with surrounding land uses.*

- ***Goal 5.1 Visual Resources*** *– Preserve and enhance the built and natural visual resources within Watsonville.*

- ***Goal 5.2 Community Appearance*** *– Blend new development and recognized values of community appearance and scenic qualities, and ensure that new development enhances, rather than detracts from its surroundings.*

- ***Goal 5.6 Urban Design*** *– Achieve high standards of street, site and building design that are both efficient, and aesthetically pleasing.*

- ***Policy 5.A Project Design Review*** *– The preservation of visual resources shall be accomplished through the design review process.*

- ***Policy 5.B Design Consistency*** *– The City shall review new development proposals to encourage high standards of urban design and to ensure that elements of architectural design and site orientation do not degrade or conflict with the appearance of existing structures.*

- ***Implementation Measure 5.A.4: Development Standards*** *– In addition to the Design Review Guidelines, the City shall use the adopted standards for multiple family residential developments to ensure that medium- and high-density development is designed so as to enhance rather than detract from the urban environment.*

- ***Implementation Measure 5.B.3: Enhancement*** *– The City shall utilize the development standards, zoning ordinance regulations for each district, and the design review guidelines to ensure that new development is an asset to the existing neighborhood and community with regard to parking, landscaping, open space, and project design.*

- ***Goal 9.5 Water Quality*** *– Ensure that surface and groundwater resources are protected.*

- ***Policy 9.D Water Quality*** *– The City shall provide for the protection of water quality to meet all beneficial uses, including domestic, agricultural, industrial, recreational, and ecological uses.*

- ***Goal 9.8 Wildlife Habitat*** *– Preserve and protect the remaining areas of wildlife habitat for their scenic and scientific value.*

- ***Policy 9.F Wildlife Habitat Protection*** *– The City shall designate for open space and environmental management those areas rich in wildlife species and fragile in ecological makeup. These habitat zones shall be made part of the greenbelt where appropriate.*

The project would provide housing within an existing neighborhood on land designated for residential development. The units would be 100 percent affordable and accommodate people of low, very low, and extremely low-income levels. The 72 units would contribute towards achieving the RHNA[10] figures in the City's 2015-2023 Housing Element for these income

[10] The Regional Housing Needs Allocation (or "RHNA") is based on State of California projections of population growth and housing unit demand and assigns a share of the region's future housing need to each jurisdiction within

categories. The City's 2015-2023 Housing Element also identifies the two vacant parcels onsite for development.[11] To allow development of 72 affordable housing units, the applicant has submitted a Density Bonus application in accordance with state Density Bonus law and the City's Density Bonus Ordinance.

The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and is complementary with the affordable housing component of the project.

The site abuts existing utilities that can be extended to serve the project. The project is not anticipated to induce population growth other than the residents that would directly inhabit the proposed residential units.

The project is consistent with all development regulations of the RM-2 Zoning District and the City of Watsonville Residential Development Standards for multi-family rental projects with approval of the requested concessions and modifications to development regulations. Additionally, the project is consistent with the City of Watsonville Livable Community Residential Design Guidelines (2001).

The proposed project does not encroach on land designated Environmental Management. Pursuant to WMC Section 6-3-535, the project is required to comply with the City's post-construction stormwater requirements, which are intended to minimize stormwater pollution and thereby protect receiving waterbodies, such as rivers, creeks and wetlands.

In summary, the proposed project, with implementation of conditions of approval, would be generally consistent with policies in the General Plan. Because general plans often contain numerous policies emphasizing differing legislative goals, a development project may be consistent with a general plan, taken as a whole, even if the project appears to be inconsistent with some of its policies. Based on a review of the General Plan's goals and policies, the proposed project is in harmony with the overall intent of the City's General Plan goals and policies, including those pertaining to commercial land uses, land use compatibility, design, site improvement, and wildlife habitat protection. It is within the Planning Commission's purview to decide if the proposed project is consistent or inconsistent with any applicable City goals or policies. Based on the analysis presented above, however, the project meets the intent of the City's General Plan goals and policies.

Zoning

The Zoning Ordinance implements the General Plan, regulates the future growth of the City, and promotes orderly community development.[12] It includes the Zoning Map, which sets forth the designations, locations and boundaries of zoning districts.

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the Association of Monterey Bay Area Governments (AMBAG). These housing need numbers serve as the basis for the update of the Housing Element in each California city and county.

[11] City of Watsonville 2015-2023 Housing Element, Chart 4.2 Vacant and Underutilized Parcels.

[12] The General Plan and Zoning are not the same. A general plan is a set of long-term goals and policies that a community uses to guide development decisions. Although the plan establishes standards for the location and

The developable portion of the project site is within the RM-2 Zoning District. The purpose of the RM-2 Zoning District is to provide rental opportunities for all persons who, by choice or need, may not be purchasing a home and to provide for the development of new subdivisions which meet the density levels prescribed, including planned developments, mini-lot subdivisions, condominiums, stock cooperatives, and community apartment subdivisions.

The project is consistent with the list of allowable uses for and general purpose of the RM-2 Zoning District, in that multi-family dwellings are a permitted use. Apartments with 17 or more units are permitted conditionally with issuance of a Special Use Permit. In addition, a residential care facility for seven or more persons is also permitted with issuance of a Special Use Permit. WMC Section 14-16.303(b). The applicant has requested allowing a mix of residential and non-residential uses and issuance of a single Special Use Permit as part of the Planned Development application.

Conformity with District Regulations and Residential Development Standards

The proposed project is consistent with all development regulations for the RM-2 Zoning District and City of Watsonville Residential Development Standards for multi-family rental projects with the following concessions and modifications:

1. A front yard setback of 12 feet for the Encompass inpatient (residential) building in lieu of the minimum 15-foot front yard setback requirement;
2. A front yard setback of 10 feet for the MidPen building #6 in lieu of the minimum 15-foot front yard setback requirement;
3. A rear yard setback of 5 feet for the MidPen building #3 in lieu of the minimum 10-foot rear yard setback requirement;
4. A building height of 48 feet for the MidPen building #5 in lieu of the maximum 40-foot height limit;
5. A reduced minimum net land area of 161,797± square feet for the MidPen portion of the site in lieu of the regulations requiring 255,000 square feet;
6. A parking reduction to provide 102 spaces for the MidPen portion of the project in lieu of the required 109 spaces; and
7. A mix of land uses (residential and non-residential) onsite.

Items 1, 2, 3, 4, 5, and 7 are requested as part of the Planned Development process; item 6 is requested as a concession under state Density Bonus law.

Minimum Building Setbacks and Maximum Building Height. The project plans show the location of the buildings in relation to property boundaries and public roadways (Attachment 2, Site Plan, sheet A100). Table 2a and 2b provide a summary of these buildings in relation to required front, side and rear yard setback requirements. As shown in these tables, most of the buildings conform to the City's setback requirements except for the requested modification to the front and rear yard setbacks to allow the construction of building #3 and #6 for MidPen and the inpatient (residential) building for Encompass in their proposed location. Similarly, aside

density of land uses, it does not directly regulate land use. Zoning, on the other hand, is regulatory. Under the zoning ordinance, development must comply with specific, enforceable standards such as minimum lot size, maximum building height, minimum building setback, and a list of allowable uses.

from the request to allow building #5 to have a maximum height of 48 feet, the proposed buildings conform with the height limit for structures in the RM-2 Zoning District.

TABLE 2a Consistency of Encompass Buildings with District Regulations

Provision	Standard	Residential Building	Outpatient Building
Minimum setbacks (feet)			
Front	15	**12±**	70±
Interior side	5	7±	47±
Exterior side	10	n/a	12±
Rear	10	7±	47±
Maximum building height (feet)	40	16±	17±

Source: WR&D Architects, Site Plan & Encompass Exterior Elevations, sheets A100 & A407 (02.28.2020)

TABLE 2b Consistency of MidPen Buildings with District Regulations

Provision	Std.	Bldg. #1	Bldg. #3	Bldg. #4	Bldg. #5	Bldg. #6	Bldg. #8
Minimum setbacks (feet)							
Front	15	144±	122±	21±	17±	**10±**	55±
Interior side	5	90±	6±	86±	19±	22±	6±
Exterior side	10	n/a	n/a	n/a	n/a	n/a	n/a
Rear	10	35±	**5±**	136±	124±	180±	84±
Maximum bldg. height (ft)	40	38±	39±	39±	**48±**	39±	24±

Source: WR&D Architects, Site Plan & Building 1-8 Exterior Elevations, sheets A100 & A401-A406 (02.28.2020)

Minimum Net Land Area. The minimum net land area requirement for development in the RM-2 Zoning District is intended to limit the density of residential development based on the number of bedrooms per unit. As shown in Table 3, this development regulation results in a minimum land area of 255,000 square feet, which is 93,203± square feet (or 37 percent) greater than the land area available for development by MidPen for providing affordable housing.

TABLE 3 Minimum Net Land Area Requirement

Unit Type (Bedrooms)	Units	Area per Unit	Land Area
Studio	16	3,250	52,000
1-bedroom	19	3,250	61,750
2-bedroom	18	3,625	65,250
3-bedroom	19	4,000	76,000
Total	**72**		**255,000**

Source: WR&D Architects, Site Plan, sheets A100 (02.28.2020)

Parking. The minimum parking requirement for residential projects with apartment units is a one carport and one open parking space per dwelling unit, pursuant to Section II.A.2 of the Residential Development Standards and WMC Section 14-17.201(a)(3). In addition, the minimum guest parking requirement for apartments with up to 75 units is one space per four bedrooms. The proposed project is not required to be consistent with these parking requirements, because state Density Bonus law has established lower standards for affordable

housing projects eligible for a density bonus. WMC Section 14-47.110(f) sets forth these lower parking requirements consistent with state law, as follows:

- Zero to one bedroom: one on-site parking space;
- Two to three bedrooms: two on-site parking spaces; and
- Four and more bedrooms: two and one-half parking spaces.

Table 4a provides a breakdown of the minimum parking requirement for the affordable housing component of the project. As shown in this table, a minimum of 109 would be required. However, the project provides seven fewer parking spaces and the applicant has requested a concession under state Density Bonus law to allow the parking standard for the proposed studio units to have a parking ratio of 0.565 spaces (Table 4b). The challenging site topography and natural areas minimize the developable portion of the site. Without a parking reduction, the applicant would have to expand the amount of level surfaces necessary for constructing parking stalls, which would require costly site improvements (e.g., retaining walls, soil excavation, offhauling). MidPen further indicates in the Density Bonus Housing Plan that this ratio is based on the parking demand at other affordable housing development in Santa Cruz County, such as the Jessie Street Apartment in Santa Cruz, St. Stephen Senior Housing in Live Oak, Aptos Blue in Aptos, and Sunny Meadows in Watsonville (Attachment 4).

TABLE 4a Minimum Parking Requirement

Unit Type	#	Spaces per Unit	Total Spaces
Studio	16	1	16
1-bedroom	19	1	19
2-bedrrom	18	2	36
3-bedroom	19	2	38
Total	**72**		**109**

TABLE 4b Proposed Parking with Concession

Unit Type	#	Spaces per Unit	Total Spaces
Studio	16	0.565	9
1-bedroom	19	1	19
2-bedrrom	18	2	36
3-bedroom	19	2	38
Total	**72**		**102**

Bicycle Parking. The proposed project provides two bicycle storage rooms, one in Building 3 and another in Building 5 (Figure 3). Altogether, these two rooms provide secure bicycle parking for approximately 40 bikes.

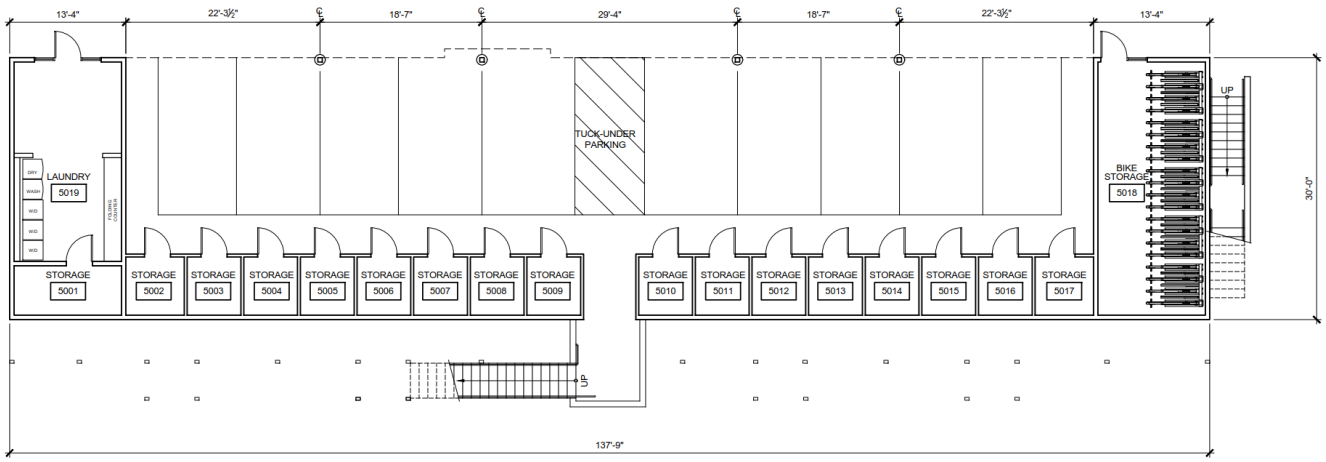


FIGURE 3 Proposed bike storage room (typ.)
Source: WR&D Architects, Building 5 Architectural Plan, sheet A207 (02.28.2020)

Landscaping/Buffer Areas. Pursuant to Section III.C.2 of the Residential Development Standards, 20 percent of the project site must be landscaped. The conceptual Landscape Plan (Attachment 2, sheets L-1.0, L-1.1, and L-1.2) shows the location of proposed landscape areas. In accordance with this requirement, all areas of the site that are not utilized for buildings, patios, parking, pedestrian paths, or vehicle access are landscaped or open space, totaling 55 percent of the site. Proposed plantings include 17 new street tees (e.g., London plane and pistache trees), 16 accent trees (e.g., crape myrtle and flowering plum), 32 interior trees (e.g., arbutus standard and brisbane box), nine evergreen trees (e.g., flaxleaf paperbark and fern pine), eight large native trees (e.g., California sycamore and coast live oak), 19 small native trees (e.g., vine maple and toyon), and a mix of shrubs, grasses and groundcovers.

A condition of approval requires the landscaping and irrigation design comply with the California Model Water Efficient Landscape Ordinance, in accordance with WMC Section 6-3.801.

Fencing. The proposed Site Plan and Landscape Plan (Attachment 2, sheets A100 and L-2.2) shows the location, height, materials and design for all proposed fencing. A 6-foot high redwood fence would divide the portions of the site from one another, such as the Encompass outpatient and inpatient (residential) buildings. Fencing would also frame and partially screen from view the affordable housing and open space areas associated with MidPen's portion of the site. The proposed fence design would complement the design of the proposed residential buildings and is compatible with residential privacy fences existing in the neighborhood.

Trash Enclosure. A trash enclosure is required for projects with five or more dwelling units, pursuant to Section III.C.9 of the Residential Development Standards. Three trash enclosures are proposed for the project. Proposed materials consist of metal gates and concrete block walls (Attachment 2, sheet A110). Access to the enclosures have been reviewed by the Public Works and Utilities Department. A condition of approval requires the enclosures to be constructed to City standards, including the requirement for a solid roof cover (City of Watsonville Public Improvement Standard No. S-602). As shown on the conceptual Landscape Plan (Attachment 2, sheet L-1.0), new landscaping would also help screen the enclosures from view and prevent graffiti.

Because of the close proximity of nearby riparian habitat, unless these enclosures are carefully maintained, they could attract nuisance pest species such as Norway rat, raccoon, and opossum that could become dependent on this possible food source, disrupting natural behaviors and creating nuisance conditions. A condition of approval requires the applicant to develop a monitoring program to ensure trash areas are routinely cleaned and secured at night.

Conformity with Residential Design Guidelines

The City of Watsonville's Livable Community Residential Design Guidelines (2001) is intended to communicate the community's expectation for quality neighborhoods and housing. The Guidelines are used in concert with the City's General Plan, Zoning and Subdivision Ordinance and provides direction for shaping new residential development and infill housing in existing neighborhoods. The Design Guidelines add a qualitative direction for new projects in support of General Plan policies, and provide guidance for increasing density with greater attention paid to amenities and creating interconnected and livable neighborhoods. The Design Guidelines also supplement the Zoning Ordinance, which establishes basic quantitative direction for residential development standards (e.g., setbacks, lot coverage, parking), by providing neighborhood and architectural design principles and objectives. For instance, the Design Guidelines provide ways to reduce the visual impact of parking. In addition, the Design Guidelines augment City engineering design standards with additional criteria for streetscapes and a greater variety of street sizes, including narrow alley streets.

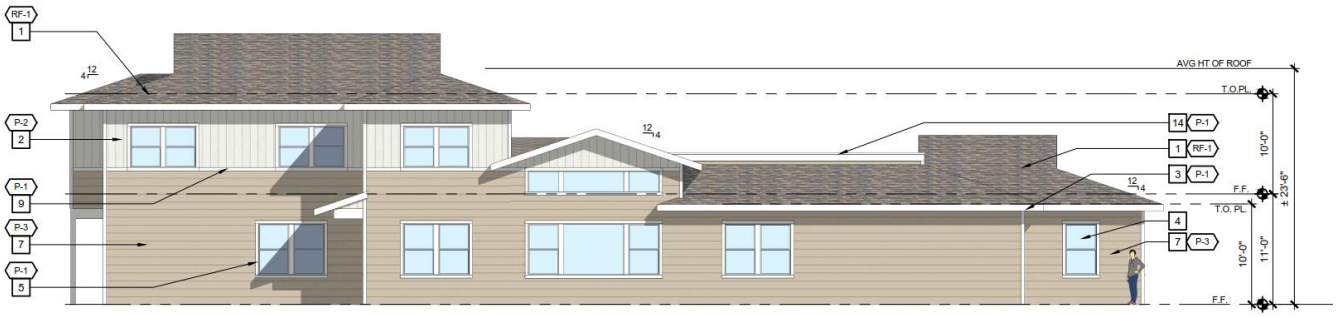


FIGURE 4a Proposed MidPen building design (typ.)
Source: WR&D Architects, Building 8 Exterior Elevations, sheet A406 (02.28.2020)



FIGURE 4b Proposed Encompass building design (typ.)
Source: WR&D Architects, Encompass Exterior Elevations, sheet A407 (02.28.2020)

The project is designed in accordance with the Design Guidelines. The project provides buildings that are well-composed, balanced, and appropriately articulated on all sides and have

facades with materials and architectural details that are aesthetically pleasing and harmonious. The massing of wall and roof planes are broken up by the use of balconies, dormers, trim, offsets in surfaces, and varying roof heights. Buildings materials are primarily alternative vertical and horizontal cement fiber siding (painted different colors) to provide a smooth lap siding appearance; a belly band divides vertical and horizontal siding. Parking is unobtrusively tucked under buildings 1, 3, 4, 5 and 6. Surface lots in view of the public right-of-way have landscaping and/or fencing to help screen parking spaces from view and minimize their visual impact. Building 3 steps down from three to two floors near the property boundary shared with the mobile home park. The project includes a community building and several common open spaces with amenities such as a play structure for young children, turf area for open play activities, slough observation patio with picnic table, courtyard with seating, and raised garden beds. As such, the project design adheres to many of the principles and objectives in the Design Guidelines, including the following provisions:

- Section 3.21 Site Planning
    - Buildings should define community and common open spaces.
    - Public, community and private spaces should be clearly distinguishable.
    - Units should provide “eyes-on-the-street” security by orienting towards streets and common areas.
    - Site entries should distinguish themselves with added texture or use of contrasting materials.
    - Entry drives to multifamily housing should be designed to create a positive identity for the project. Landscape and site design should frame and distinguish entry drives.
    - Parking shall be screened by landscaping or buildings.
    - Parking should be unobtrusive and not disrupt the quality of common spaces and pedestrian environments of multifamily development.
    - Visible long and unbroken rows of parked cars or garage doors should not be permitted. Parking should be distributed throughout the site in discrete courts and garages.
    - Services for multifamily development should not be visible from public areas. Trash bins, utility meters, transformers, and other service elements should be enclosed or otherwise concealed from view.
- Section 3.22 Common Areas
    - Multifamily development must provide both common and private open space for each unit consistent with residential development standards.
    - Common spaces and amenities should enhance the sense of community in multifamily projects.
- Section 3.23 Architectural Design
    - Multi-family projects should utilize a unifying theme and possess a common vocabulary of forms and architectural elements.
    - Visual interest should be created by articulation of facades, forms and use of color.
    - Building forms should be articulated by varying roof heights and wall planes; long, unbroken volumes and large, unarticulated wall and roof planes shall not be permitted.

    - Facades should have 3-D elements, such as chimneys, balconies, bay windows or dormers, to break up large wall and roof surfaces.
    - Every façade should be well composed, articulated and consistent on each façade.
- Section 3.24 Materials and Colors
    - Architecture should use a palette of materials which convey an image of quality and durability.
    - All facades should employ the same vocabulary of materials.
    - On corner units, architectural materials should be consistent on both exposed elevations.
    - Painted surfaces should use colors that reinforce architectural concepts and are compatible with natural materials, such as brick or stone.
- Section 3.25 Lighting
    - Lighting in projects should be designed for specific tasks (i.e., illuminating common areas, parking, paths, entryways, etc.).
    - Fixtures should incorporate cutoffs to screen the view of light sources from residents.
- Section 3.26 Landscape
    - All site areas not covered by structures, walkways, driveways or parking spaces should be landscaped.
    - Landscaping should support the distinction and transition between private, common and public spaces.
    - Landscape materials should be live plants; gravel, rock, bark and other materials are not a substitute for plant cover.
    - Landscape shall be permanent with automated irrigation; water-intensive plants, such as lawns and flowering exotics, should be used sparingly as accents.
    - Parking lots should be generously landscaped to provide shade, reduce glare and provide visual interest.

Site Access/Circulation

Existing vehicle access to the project site is provided by Miles Lane and Santa Clara Street. The Traffic Impact Study prepared for the project indicates that the project would not generate traffic which would conflict with anticipated traffic levels in the neighborhood or require traffic control devices save for the intersection of Auto Center Drive and Marin Street. The increase in traffic contributed by the project may exacerbate already hazardous driving conditions at this intersection. Implementation of Mitigation Measure TRANS-1 would reduce impacts to less than significant levels, and has been included as a condition of approval.

Pedestrian access is presently provided by existing sidewalk adjoining the project site. A condition of approval requires the applicant to install street improvements to City standards, including sidewalks where absent or in need of repair. In addition, as shown on the Preliminary Map (Attachment 2), the project would provide a trail easement across the site. This easement would allow the City to construct a portion of the Upper Watsonville Trail (Segment 9.4) called for in the City's Trails and Bicycle Master Plan (2012).

Lighting/Visual Impact

Nighttime illumination has the potential to change ambient lighting conditions and create a visual nuisance or hazard. The impact of nighttime lighting depends upon the type of use affected, the proximity to the affected use, the intensity of specific lighting, and the background or ambient level of the combined nighttime lighting. Nighttime ambient light levels may vary considerably depending upon the age, condition, and abundance of point-of-light sources present in a particular view. The use of exterior lighting for security and aesthetic illumination of architectural features may contribute substantially to ambient nighttime lighting conditions.

Spillover of light onto adjacent properties ("light trespass") has the potential to interfere with certain activities including vision, sleep, privacy and general enjoyment of the natural nighttime condition. Light sensitive uses include residential, some commercial and institutional uses and natural areas. Changes in nighttime lighting may significantly impact sensitive land uses if a proposed project increases ambient lighting conditions beyond its property line and project lighting routinely spills over into adjacent light-sensitive land use areas.

The project would provide lighting on the buildings and in the parking lot. Proposed lighting consists of 85 wall-mounted light fixtures (to illuminate the buildings' exterior and adjoining walks), 52 canopy light fixtures (to illuminate podium parking spaces), and 56 pole-mounted light fixtures (to illuminate parking spaces and drive aisles). The Photometric Site Plan (Attachment 2, sheet PH-1) provides the anticipated exterior light intensity. As shown on this plan, the proposed lighting would provide low to moderate light intensities around the buildings and within parking areas. The greatest light intensities result from the canopy fixtures to illuminate the podium parking spaces. Anticipated light levels would range from 3.3 footcandles (fc) to 17.2 fc in these areas. Pole-mounted lighting would illuminated the remaining surface parking spaces and drive aisles with light intensities ranging between approximately 1 fc and 7 fc, with higher intensity directly below the fixtures. Lower lighting intensities would be created by the wall-mounted fixtures to illuminate the sides of buildings with light less than 2 fc. These lighting levels would provide adequate light to illuminate the site, consistent with light levels in a residential neighborhood.

The photometric analysis also demonstrates that anticipated light intensities would not result in a visual nuisance. Little to no light would spill over onto adjoining residential properties and into nearby riparian habitat. Any potential spillover light would be further obscured from view by landscape plantings and fencing. Therefore, the project is not anticipated to create a glare nuisance.

Drainage

New development and redevelopment construction projects are subject to the City's post-construction stormwater management requirements (PCRs).[13] WMC § 6-3.535. The proposed

[13] The primary objective of the City's PCRs is to ensure the reduction of pollutant discharges to the maximum extent possible and prevent stormwater runoff from causing or contributing to a violation of water quality standards. The PCRs categorize projects into four primary tiers based mainly on the net increase in impervious surfaces that would result from a project (i.e., the amount of new and replaced impervious surfaces). Each PCR tier is linked to increasingly stringent performance requirements for stormwater management and treatment. Each PCR tier is

project is a PCR tier 4 type project, as it would create and/or replace more than 22,500 square feet of impervious surfaces to the project site. Attachment 5 provides a summary of PCR tiers 1 through 4 and their associated performance requirements for stormwater management and treatment.

The project plans include a preliminary Grading and Drainage Plan (Attachment 2, sheets C3.0 and C3.1) and Stormwater Control Plan (Attachment 6). As shown on these plans, proposed drainage facilities and post-construction features include dividing the site into 11 drainage management areas (DMAs), directing runoff from impervious surfaces (e.g., roof, hardscape, parking areas) to bioretention basins, limiting disturbance of natural drainage features, and providing underground storage facilities. These drainage management features are intended to control the flow rate and pollutant load to pre-project levels.

Engineering staff has reviewed the project's proposed drainage plans. A condition of approval requires the applicant to revise the plans in accordance with detailed comments prior to issuance of a building permit.

Flood Hazard Prevention

A portion of the project site is in a Federal Emergency Management Agency (FEMA) flood zone. The low-lying area that corresponds with the upper reaches of the Watsonville Slough is within the 100-year floodplain (Zone AE) with a base flood elevation of 26 to 26.3 feet (FEMA Flood Map Panel 0392E, Map No. 06087C0392E, revised May 16, 2012). The project may not impact the floodway and must protect buildings from potential flooding. As shown on the project plans, the finished floor elevation of the closest buildings is well above this flood zone (Attachment 2, Sections, sheet C4.1).

Environmental Review

An Initial Study has been prepared for the project in accordance with the provisions of CEQA (Attachment 7). The Initial Study addresses the potential physical environmental effects of the project for each of the environmental topics outlines in Appendix G of the CEQA Guidelines. Impacts to biological resources, cultural and tribal resources, geology and soils, hazards and hazardous materials, and transportation were found to be potentially significant but mitigable to less than significant. Impacts to other resource areas and environmental topics were found to be less than significant without mitigation.

The Initial Study was made available for public review and comment from December 2, 2019, to January 2, 2020. Hardcopies of the Initial Study were available for public review at the Community Development Department and Watsonville Public Library.

Table 5 provides a list of the federal, state, regional and/or local agencies along with private organizations and individuals that commented on the Initial Study.

subject to the performance requirements of that tier, plus the performance requirements of the lower tiers, as applicable.

TABLE 5 List of Commenters

Commenter	Agency/Group/Organization
Federal Agencies	
None	
State Agencies	
Scott Morgan, Director	OPR State Clearinghouse
Regional and Local Agencies	
Christine Duymich, Air Quality Planner II	Monterey Bay Air Resources District
Private Groups and Organizations	
Jennifer Alaniz	Nearby resident

No significant impacts were identified in the comments. Ms. Alaniz is a resident at the Portola Heights Mobile Park who requests to be notified on project developments. The letter sent by Mr. Morgan is a formal comment letter from the State Clearinghouse acknowledging that no State agencies submitted comments to the Office of Planning and Research (OPR) by the close date of January 2, 2020, and that the City has complied with the State's review requirements for draft environmental documents, pursuant to CEQA. The Monterey Bay Air Resources District letter mainly provides information. These comments do not changes the analyses or conclusions of the Initial Study. Responses and clarifications are included as Attachment 8.

On February 28, 2020, the applicant revised the project plans to remove two buildings and associated retaining walls on steep slopes. This change was based on reducing construction costs. The applicant also revised the project plans to increase the overall number of dwelling units from 61 to 72 by adding a third story to five buildings. These changes to the project do not result in any new impacts to the environment; therefore, as discussed in greater detail in Attachment 9, the Initial Study did not need to be recirculated.

A Resolution for consideration by the Planning Commission recommending that the City Council adopt the Mitigated Negative Declaration includes required findings, in accordance with Public Resources Code section 21080(c) and CEQA Guidelines section 15074. The findings adopt feasible mitigation measures to reduce the identified significant environmental impacts of the project. A Mitigation Monitoring and Reporting Program (MMRP) for the project would be adopted as part of this action. The purpose of the MMRP is to ensure the mitigation measures adopted in the findings for the project are implemented, in accordance with CEQA requirements. All identified mitigation measures are incorporated as conditions of approval.

CONCLUSION

The proposed Lot Line Adjustment, Density Bonus, Planned Development, Special Use Permit with Design Review and Environmental Review (PP2019-14) would allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane (APNs 016-491-01, -02, & -03, & 016-111-44). The project is consistent with the General Plan and Zoning Ordinance with approval of the requested Density Bonus and PD Overlay District. The project would provide housing within an existing neighborhood on land designated

for residential development and help accomplish the community's affordable housing goals in the Housing Element. The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and is complementary with the affordable housing component of the project. The project design is consistent with the City's Livable Community Residential Design Guidelines. An Initial Study has been prepared for the project in accordance with the provisions of CEQA, which provides substantial evidence that the project would not have a significant effect on the environment. Therefore, staff recommends that the Planning Commission (a) adopt a Resolution recommending that the City Council adopt a Mitigated Negative Declaration and (b) adopt a Resolution recommending that the City Council approve the project entitlements, subject to findings and conditions.

ATTACHMENTS

1. Site and Vicinity Map
2. Plan Set (February 28, 2020)
3. Revised Planned Development Request (February 28, 2020)
4. Revised Density Bonus Housing Plan (February 28, 2020)
5. Post-construction Stormwater Requirements Summary
6. Preliminary Stormwater Control Plan (February 27, 2020)
7. Initial Study/Mitigated Negative Declaration (prepared Dec. 2, 2019; updated April 2020)
8. Response to Comments Memorandum (April 2020)
9. Revised Miles Lane Project IS/MND Recirculation Memo (April 21, 2020)

An electronic copies of the above attachments along with the Initial Study, including the response to comments memorandum, for the Miles Lane Project (SCN 2019129010) is available on the City's website at:
https://www.cityofwatsonville.org/DocumentCenter/Index/157

RESOLUTION NO. 120-20 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADOPTING THE MITIGATED NEGATIVE DECLARATION (PP2019-14) FOR THE CONSTRUCTION OF A 72 UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT ON A 4.7± ACRE SITE LOCATED AT 139, 141, 161 MILES LANE AND 201 KIMBERLY LANE, WATSONVILLE, (APNS 016-491-01, -02, AND -03, AND 016-111-44); AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT, IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on January 16, 2019, an application for a Special Use Permit with Design Review and Environmental Review (PP2019-14), Lot Line Adjustment, and Density Bonus, to allow construction of a 61 unit multi-family affordable housing development located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California, was filed by Elizabeth Nahas Wilson with MidPen Housing Corporation, applicant, on behalf of the Michael C. Marchisio Trust and Namvar & Shireen Dinyari; and

WHEREAS, on June 12, 2019, the applicant amended the entitlement application to include a request for adopting a Planned Development Overlay District; and

WHEREAS, the California Environmental Quality Act (Public Resources Code section 21000, *et seq*., and the California Environmental Quality Act Guidelines, 14 California Code of Regulations section 15000, *et seq*., collectively, "CEQA") requires a lead agency to prepare a Mitigated Negative Declaration for projects that could have a significant impact on the environment without mitigation; and

WHEREAS, an Initial Study was prepared for the proposed project (dated December 2, 2019) in accordance with Section 15063 of the CEQA Guidelines. The Initial Study addresses the potential physical environmental effects of the proposed

project for each of the environmental topics outlined in Appendix G of the CEQA Guidelines. Impacts to biological resources, cultural and tribal resources, geology and soils, hazards and hazardous materials, and transportation were found to be potentially significant but mitigable to less than significant. Impacts to other resource areas and environmental topics were found to be less than significant without mitigation; and

WHEREAS, on December 2, 2019, City staff filed a Notice of Intent and copies of the proposed Mitigated Negative Declaration ("MND") with the State Clearinghouse, and thereby initiated the 30-day public review period for the document, which closed at 5:00 p.m. on Thursday, January 2, 2020. Notice was also given to local and regional agencies by mail and to neighboring property owners and interested parties as part of public hearing notices. Copies of the Initial Study were made available for public review at the Community Development Department and Watsonville Public Library; and

WHEREAS, on February 28, 2020, the applicant revised the project plans to remove two buildings and associated retaining walls on steep slopes. This change was based on reducing construction costs. The applicant also revised the project plans to increase the overall number of dwelling units from 61 to 72 by adding a third story to five buildings. These changes to the project do not result in any new impacts to the environment and, therefore, did not trigger the need for the Initial Study to be recirculated, pursuant to Section 15073.5 of the CEQA Guidelines; and

WHEREAS, on May 5, 2020, the Planning Commission conducted a public hearing, considered evidence both oral and documentary introduced and received, and adopted Resolution No. 11-20 (PC), recommending the City Council adopt the Mitigated Negative Declaration with the Mitigation Monitoring and Reporting Program, in

accordance with the California Environmental Quality Act for the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California (APNs 016-491-01, -02, & -03, & 016-111-44); and

WHEREAS, notice of time and place of the hearing to consider the adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was given at the time and in the manner prescribed by the Zoning Ordinance (Section 14-10.900) of the Watsonville Municipal Code. The matter called for hearing evidence both oral and documentary introduced and received, and the matter submitted for decision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

The City Council does hereby make and adopt the following Findings and adopt with these Findings a Mitigation Monitoring and Reporting Program, attached hereto and marked as Exhibit "A," in support of the Mitigated Negative Declaration for the construction of a 72 unit multi-family affordable housing development on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville (APNs 016-491-01, -02, & -03, & 016-111-44) in compliance with the requirements of CEQA:

1. The City, in its capacity as Lead Agency, has prepared an Initial Study and MND for the project. The purpose of the Initial Study is to determine whether the project could have a potentially significant effect on the environment and to identify and impose appropriate project mitigation measures to avoid such impacts or reduce them to a less-than significant level;

2. The Initial Study and MND reflects the City of Watsonville's independent judgment and analysis;

3. The MND was prepared in accordance with all legal requirements, including all public notice and comment period requirements, set forth in CEQA;

4. The Initial Study examined all relevant environmental issues associated with the project, and is a complete and adequate environmental document under the requirements of CEQA. Specifically, the Planning Commission supports the conclusions of the Initial Study and the mitigation measures proposed for the MND, as both documents as supported by substantial evidence; and

5. There is not substantial evidence in the record that the project, as mitigated, will have a significant effect on the environment for areas analyzed in the Initial Study, including biological resources, cultural and tribal resources, geology and soils, hazards and hazardous materials, and transportation. As discussed in the Initial Study analysis, mitigation measures have been identified that, when implemented, will avoid or reduce each of these impacts to less-than-significant levels.

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The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 23rd day of June, 2020, by Member Hurst, who moved its adoption, which motion being duly seconded by Member Estrada, was upon roll call carried and the resolution adopted by the following vote:

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

Rebecca J. García, Mayor

ATTEST:

City Clerk

June 25, 2020
Date

APPROVED AS TO FORM:

City Attorney

****

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 120-20 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 23rd day of June, 2020, and that the foregoing is a full, true and correct copy of said Resolution.

Beatriz Vázquez Flores, City Clerk

Date June 25, 2020

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "A"

Application No: PP2019-14
APNs: 016-491-01, -02, & -03, & 016-111-44
Applicant: MidPen
Hearing Date: June 23, 2020

CEQA FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM

I. INTRODUCTION TO CEQA FINDINGS

These Findings of Fact are made pursuant to the California Environmental Quality Act (Pub. Res. Code §21000 et seq., CEQA) and the CEQA Guidelines (Cal. Code Regs. title 14, §15000 et seq.) by the City of Watsonville (City), as the lead agency for the Miles Lane Project (or the project). These Findings of Fact pertain to the Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse No. 2019129010) prepared for the project.

II. LOCATION AND CUSTODIAN OF THE RECORD

The documents and other materials that constitute the record of proceedings on which the City of Watsonville's Findings of Fact are based are located at 250 Main Street, Watsonville, California. The custodian of these documents is Justin Meek, AICP, Principal Planner. This information is provided in compliance with Public Resources Code § 21081.6(a)(2) and 14 Cal. Code Regs. § 15074(c).

For purposes of CEQA and these Findings of Fact, the Record of Proceedings for the project consists of the following documents, at a minimum:

- The Notice of Intent (NOI) to adopt a Mitigated Negative Declaration and all other public notices issued by the City of Watsonville and in conjunction with the project.
- The Initial Study, including appendices and technical studies included or referenced in the Initial Study, including the Mitigation Monitoring and Reporting Program (MMRP) for the project.
- All comments submitted by agencies or members of the public during the public comment period on the Initial Study.
- All comments and correspondence submitted to the City of Watsonville with respect to the project.
- All Findings and resolutions adopted by the City of Watsonville decision makers in connection with the project and all documents cited or referred to therein.
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared by MIG, consultant to the City of Watsonville.
- All reports, memoranda, documentation, data output files relating to the land use and transportation modeling for the project.
- All documents and information submitted to the City of Watsonville by responsible, trustee, or other public agencies, or by individuals or organizations,

in connection with the project, up through the date the City of Watsonville decision makers approved the project planning entitlements.
- Matters of common knowledge to the City of Watsonville, including, but not limited to federal, State, and local laws and regulations.
- Any documents expressly cited in these Findings of Fact, in addition to those cited above.

III. MITIGATION MONITORING AND REPORTING PROGRAM

The City of Watsonville decision makers finds that a Mitigation Monitoring and Reporting Program (MMRP) for the project has been prepared and has been adopted concurrently with these Findings of Fact (Public Resources Code, § 21081.6(a)(1)). The MMRP for the project has been prepared in compliance with the requirements of Section 21081.6 of the California Public Resources Code and Section 15073 of the CEQA Guidelines.

The purpose of the MMRP is to ensure the adopted mitigation measures adopted in the Findings of Fact for the project are implemented, in accordance with CEQA requirements. The Findings of Fact adopt feasible mitigation measures to reduce the significant environmental impacts of the project. The mitigation measures adopted in the project Findings of Fact are listed in Section III of these Findings of Fact.

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
BIOLOGICAL RESOURCES					
BIO-1: Nesting Bird Avoidance or Conduct Preconstruction Surveys. If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds, a focused survey for active nests of such birds shall be conducted by a qualified biologist within seven (7) days prior to the beginning of project-related activities. The results of the survey shall be sent to the City of Watsonville prior to the start of project activities. The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos. Nesting seasons are typically defined as follows: i) March 15 to August 30 for smaller bird species such as passerines; ii) February 15 to August 30 for raptors. The following measures shall be taken to avoid potential inadvertent destruction or disturbance of nesting birds on and near the project site as a result of construction-related vegetation removal and site disturbance: ▪ To avoid impacts to nesting birds, all construction-related activities (including but not limited to mobilization and staging, clearing, grubbing, vegetation removal, fence installation, demolition, and grading) shall occur outside the avian nesting season (generally prior to February 1 or after August 31). Active nesting is present if a bird is sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest. ▪ If construction-related activities are scheduled to occur during the nesting season (generally February 1 through August 31), a qualified biologist shall conduct a habitat assessment and preconstruction nesting survey for nesting bird species no more than seven (7) days prior to initiation of work. A qualified wildlife biologist is an individual who possesses, at a minimum, a bachelor's or advanced degree, from an accredited university, with a major in biology, zoology, wildlife biology, natural resources science, or a closely related scientific discipline, at least two years of field experience in the biology and natural history of local plant, fish, and wildlife resources present at the development site, and knowledge of state and federal laws regarding the protection of sensitive and endangered species. The qualified biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures of birds known to nest in the project site. Surveys shall be conducted at the appropriate times of day during periods of peak activity (i.e., early morning or dusk) and shall be of sufficient duration to observe movement patterns. Surveys shall be conducted within the Project area and 250 feet of the construction limits for nesting non-raptors and 1,000 feet for	Project Applicant	Prior to construction	City of Watsonville Planning Division and Public Works Inspector	Prior to issuance of any grading permit(s). The City shall review and approve the results of all pre-construction surveys and any measures recommended by the biologist to avoid sensitive species, which shall be noted on the final project plans. The project proponent shall not initiate any ground disturbing activity until applicant has submitted evidence to the City that Mitigation Measures BIO-1, BIO-2, BIO-3, and BIO-4 has been completed and are consistent with USFWS and/or CDFW permit requirements (if agency involvement is required). In addition, prior to ground disturbing activities, the City shall be provided with a written summary of the results of surveys by a qualified biologist	Dependent on pre-construction survey results. If necessary, nest protection buffers will be fenced off and active nest monitoring will be initiated prior to permit issuance.

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
nesting raptors, as feasible. If the survey area is found to be absent of nesting birds, no further mitigation would be required. However, if project activities are delayed by more than seven (7) days, an additional nesting bird survey shall be performed. ▪ If pre-construction nesting bird surveys result in the location of active nests, no site disturbance (including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, fence installation, demolition, and grading), shall take place within the buffer zone established under BIO-2. Monitoring, by a qualified biologist, shall be required to ensure compliance with the relevant California Fish and Game Code requirements. Monitoring dates and findings shall be documented. Active nests found inside the limits of the buffer zones or nests within the vicinity of the project site showing signs of distress from Project activity, as determined by the qualified biologist, shall be monitored daily during the duration of the Project for changes in breeding behavior. If changes in behavior are observed (e.g., distress, disruptions), the buffer shall be immediately adjusted by the qualified biologist until no further interruptions to breeding behavior are detected. The nest protection buffers may be reduced if the qualified biologist determines in compliance with CDFW permit requirements (if any) that construction activities would not be likely to adversely affect the nest. If buffers are reduced, twice weekly monitoring may need to be conducted to confirm that construction activity is not resulting in detectable adverse effects on nesting birds or their young. The qualified biologist may implement an alternative monitoring schedule depending on the construction activity, season, and species potentially subject to impact, subject to compliance with CDFW permits (if any). Construction shall not commence within the prescribed buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use. A report of the findings will be prepared by a qualified biologist and submitted to the City prior to the initiation of construction-related activities that have the potential to disturb any active nests during the nesting season. ▪ City staff will not issue permits for ground disturbing activities until after the site has been surveyed by a qualified biologist to ensure that no active nest disturbance or destruction will occur as a result of the project. If necessary, nest protection buffers will be fenced off and active nest monitoring will be initiated prior to permit issuance.				to ensure that no active bird nest disturbance or destruction of breeding bat roosts will occur as a result of the project. If necessary, nest protection buffers will be fenced off and active nest monitoring will be initiated prior to permit issuance. A qualified biologist will also provide worker-awareness training prior to any work within aquatic habitats or adjacent upland habitat where California red-legged frog has potential to occur.	

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
BIO-2: Active Nest Buffer. The applicant shall designate active nests as "Ecologically Sensitive Areas" (ESA) and protect the nest (while occupied) during project activities with the establishment of a fence barrier surrounding the nest site. ▪ Buffer distances for bird nests should be site specific and an appropriate distance, as determined by the qualified biologist. The buffer distances should be specified to protect the bird's normal behavior to prevent nesting failure or abandonment. ▪ The qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established. ▪ Typical protective buffers between each identified nest site and construction site are as follows: 1) 300 feet for hawks, owls and eagles; 2) 50 feet for passerines. ▪ The qualified biologist shall monitor the behavior of the birds (e.g., adults and young, when present) at the nest site to ensure that they are not disturbed by project activities. ▪ Nest monitoring shall continue during project work until the young have completely left the nest site; as determined by the qualified biologist. ▪ No habitat removal or modification shall occur within the ESA-fenced nest zone until the young have fully fledged and will no longer be adversely affected by the project.	Project Applicant	Prior to construction	City of Watsonville Planning Division and Public Works Inspector	Review survey, confirm buffer zones (if required)	Once for survey/ Ongoing if nesting birds identified and until they have left the nest
BIO-3: California Red-Legged Frog and Western Pond Turtle Avoidance. Implementation of the following mitigation measure would reduce potential impacts to CRLF and WPT to less-than-significant. ▪ Silt fencing and orange construction fencing shall be erected along the project boundary, running parallel north to south along the perennial stream and around the seep wetland. The northern and southern ends of the silt and orange construction fencing shall extend at least 50 feet beyond the project site boundary to close off the work area. The bottom 4-6 inches of the fencing shall be buried to prevent wildlife from burrowing under the fence, allowing frogs or turtles entry to the work areas. ▪ Once the fences are erected and within 48 hours of initiating project construction, a qualified wildlife biologist (as defined under Mitigation Measure BIO-1 shall conduct a preconstruction survey of the project site in the	Project Applicant	Prior to and during construction	City of Watsonville Planning Division and Public Works Inspector	Confirm fencing, training, biological monitoring, and erosion control measures; review surveys	Ongoing

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
vicinity of the fences to ensure that no frogs or turtles are trapped inside the project construction zone. During this preconstruction survey the biologist shall also inspect the fence to make sure it is installed correctly. The project lead (i.e. foreman) should alert the biologist if the exclusion fence is damaged and/or otherwise non-functioning and initiate repairs as soon as possible. In consultation with the qualified biologist, the project lead may also initiate a second survey to relocate any CRLF or WPT within the project fencing to outside the work area. ▪ Finally, a qualified biologist shall provide project contractors and construction crews with a worker-awareness program and oversee the placement of CRLF or WPT exclusion fencing before any work within aquatic habitats or adjacent upland habitats where CRLF or WPT have potential to occur. This program shall include a description of the species and its habitats, legal status and required protection, and all applicable mitigation measures.					
BIO-4: Wetland Avoidance and BMP Implementation. Prior to grading, sturdy construction fencing shall be placed along the development boundaries and no construction activities shall be allowed outside of those boundaries. A qualified biologist shall confirm the extent to which jurisdictional wetlands will be impacted by the project. The biologist shall provide a written report, including photos, to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no more than 30 days after this visit.	Project Applicant	Prior to grading or construction	City of Watsonville Planning Division and Public Works Inspector	Review report and confirm fencing	Once
BIO-5: Develop and Implement a Habitat Restoration Plan. The applicant shall develop and implement a Habitat Restoration Plan to be submitted and approved by the City of Watsonville prior to the issuance of final grading plans to mitigate for direct impacts to the willow woodland. The plan will address the following: ▪ In order to mitigate for 0.040 acres removal of willow riparian habitat the Habitat Restoration Plan shall provide a minimum of 0.120 acres (a 3:1 ratio) of habitat restoration and enhancement the site. ▪ The plan shall include performance criteria against which to measure the project's success, a minimum of five years of maintenance and monitoring shall be included in order to demonstrate attainment of the performance criteria, and yearly status reports to be submitted to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no later than December 31 of the year that	Project Applicant	Prior to grading or construction	City of Watsonville Planning Division and Public Works Inspector	Review Habitat Restoration Plan	Once

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
monitoring occurred.					
CULTURAL RESOURCES & TRIBAL CULTURAL RESOURCES					
CUL-1: Conduct Archaeological Sensitivity Training for Construction Personnel. The Applicant shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards to conduct an archaeological sensitivity training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resource professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The Applicant and/or qualified professional archaeologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City **at least 48 hours before** holding the training and keep a log of all attendees. The training session shall include a handout and shall focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation, if one is necessary.	Project Applicant	Prior to grading or construction	Consulting archaeologist and City of Watsonville Public Works Inspector	Conduct training	Once (if entire team is trained at once)
CUL-2: Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. The Applicant shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards to conduct an archaeological sensitivity training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resource professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The Applicant and/or qualified professional archaeologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City at least 48 hours before holding the training and keep a log of all attendees. The training session shall include a handout and shall focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation, if one is necessary.	Project Applicant	During construction	Consulting archaeologist and City of Watsonville Public Works Inspector	Review and confirm recommendations	As needed if resources are unearthed

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
CUL-3: Conduct Archeological Resource Spot Check during Grading and Earth-moving Activities in Younger Alluvial Sediments. The Applicant shall retain an archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards (qualified archaeologist) to conduct an archaeological spot check after excavation has reached two feet below ground surface. The check shall determine if excavations have exposed archaeological resources, or if there is significant potential remaining for discovery. Additional spot checks may be required at the discretion of the monitoring archaeologist. If archaeological resources are discovered during a spot check, a qualified archaeological monitor shall be required to monitor all subsequent ground moving activity. Multiple earth-moving construction activities may require multiple archaeological monitors, as deemed appropriate by the qualified archaeologist.	Project Applicant	During construction	Consulting archaeologist and City of Watsonville Public Works Inspector	Conduct spot checks	As needed, after excavation of two feet or more below the ground surface
CUL-4: Prepare Report Upon Completion of Monitoring Services. The archaeological monitor, under the direction of a qualified professional archaeologist who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards, shall prepare a final report at the conclusion of archaeological monitoring (if required). The report shall be submitted to the Applicant, the NWIC, the City, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, evaluation of the resources with respect to the California Register and CEQA.	Project Applicant	During construction	Consulting archaeologist and City of Watsonville Public Works Inspector	Receive and review report	As needed if resources are unearthed
CUL-5: Cease Ground-Disturbing Activities and Notify County Coroner If Human Remains Are Encountered. If human remains are unearthed during implementation of the proposed project, the County of Santa Cruz and the Applicant shall comply with State Health and Safety Code Section 6050.5. The County of Santa Cruz and the Applicant shall immediately notify the County Coroner and no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). After the MLD has inspected the remains and the site, they have 48 hours to recommend to the landowner the treatment and/or disposal, with appropriate dignity, the human remains and any associated funerary objects. Upon the reburial of the human remains, the MLD shall file a record of	Project Applicant	During construction	Consulting archaeologist and City of Watsonville Public Works Inspector	Review and confirm recommendations	As needed if human remains are unearthed

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
the reburial with the NAHC and the project archaeologist shall file a record of the reburial with the CHRIS-NWIC. If the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner rejects the recommendation of the MLD and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.					
GEOLOGY AND SOILS					
GEO-1: California Building Code. All construction activities shall meet the California Building Code regulations for seismic safety. Construction plans shall be subject to review and approval of the City prior to the issuance of a building permit. All work shall be subject to inspection by the City and must conform to all applicable code requirements and approved improvement plans prior to final inspection approval or the issuance of a certificate of occupancy. The Applicant shall be responsible for notifying construction contractors about California Building Code regulations for seismic safety.	Project Applicant	Prior to issuance of building permit(s)	City of Watsonville Building Division	Review construction plans	Once
GEO-2: Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan. The Applicant shall submit an Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan prepared by a registered professional engineer or qualified stormwater pollution prevention plan developer as an integral part of the grading plan. The Plan shall be subject to review and approval of the City prior to the issuance of a grading permit. The Plan shall include all erosion control measures to be used during construction, including run-on control, sediment control, and pollution control measures for the entire site to prevent discharge of sediment and contaminants into the drainage system. The Plan shall include the following measures as applicable: ▪ Throughout the construction process, ground disturbance shall be minimized, and existing vegetation shall be retained to the extent possible to reduce soil erosion. All construction and grading activities, including short-term needs (equipment staging areas, storage areas and field office locations) shall minimize the amount of land area disturbed. Whenever possible, existing disturbed areas shall be used for such purposes. ▪ All drainage ways, wetland areas and creek channels shall be protected from silt and sediment in storm runoff using appropriate BMPs such as silt fences,	Project Applicant	Prior to issuance of grading permit(s)	City of Watsonville Public Works Inspector	Review Erosion Control Plan	Once for review of Erosion Control Plan; Ongoing for conformance with erosion control measures during construction

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
diversion berms and check dams. Fill slopes shall be stabilized and covered when appropriate. All exposed surface areas shall be mulched and reseeded. All cut and fill slopes shall be protected with hay mulch and/or erosion control blankets, as appropriate. ▪ All erosion control measures shall be installed according to the approved plans prior to the onset of the rainy season but no later than October 15th. Erosion control measures shall remain in place until the end of the rainy season but may not be removed before April 15th. The applicant shall be responsible for notifying construction contractors about erosion control requirement. ▪ Example design standards for erosion and sediment control include, but are not limited to, the following: avoiding disturbance in especially erodible areas; minimizing disturbance on slopes exceeding 30 percent; using berms, swales, ditches, vegetative filter strips, and catchbasins to prevent the escape of sediment from the site; conducting development in increments; and planting bare soils to restore vegetative cover. ▪ The applicant will also develop an inspection program to evaluate if there is any significant on-site erosion as a result of the rainfall. If there were problem areas at the site, recommendations will be made to improve methods to manage on-site erosion.					
GEO-3: Conduct Paleontological Sensitivity Training for Construction Personnel. The Applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The Applicant and/or qualified professional paleontologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City **at least 48 hours before** holding the training and keep a log of all attendees. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary.	Project Applicant	Prior to grading or construction	Consulting paleontologist and City of Watsonville Public Works Inspector	Conduct training	Once (if entire team is trained at once)
GEO-4: Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. If paleontological resources and or	Project Applicant	During construction	Consulting paleontologist and	Review and confirm recommendations	As needed if resources are

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the Applicant and the City. Work shall be allowed to continue outside of the buffer area. The Applicant and City shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing.			City of Watsonville Public Works Inspector		unearthed
HAZARDS & HAZARDOUS MATERIALS					
HAZ-1: Asbestos Containing Materials. Per recommendations in the Phase I Environmental Site Assessment (ESA) performed for the project site, prior to any redevelopment or demolition activities the Applicant shall: (1) survey the existing on-site structures for the presence of asbestos containing materials (to be conducted by an OSHA-certified inspector); and (2) if building elements containing any amount of asbestos are present, prepare a written Asbestos Abatement Plan describing activities and procedures for removal, handling, and disposal of these building elements using EPA- and/or OSHA-approved procedures, work practices, and engineering controls.	Project Applicant	Prior to demolition	City of Watsonville Building Division and Public Works Inspector	Review survey results and Asbestos Abatement Plan, if needed	Once to review survey results; Ongoing during demolition activities if asbestos containing materials are present
HAZ-2: Lead-based Paints. The Applicant shall test the existing on-site structures for lead-based paint. If present, the lead-based paint shall be removed and disposed of following lead abatement performance standards included in the U.S. Department of Housing and Urban Development Guidelines for Evaluation and Control of Lead-Based Paint program, in compliance with Title 8 California Code of Regulations (including Section 1532.1).	Project Applicant	Prior to demolition	City of Watsonville Building Division and Public Works Inspector	Review inspection results	Once to review inspection results; Ongoing during demolition activities if lead-based paint is present
TRANSPORTATION					
TRANS-1: Existing Plus Project Impacts on the Auto Center Drive & Marin Street Intersection. To improve driving conditions at the Auto Center Drive & Marin Street intersection, the City shall require the following improvements:	Project Applicant	Prior to issuance of occupancy permit	City of Watsonville Public Works & Utilities Department	Implement changes to Marin Street and Auto Center Drive North &	Once

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
				South	

Auto Center Drive South of Marin Street

- Provide approximately 280 feet of Striping Detail 22 (Centerline).
- Provide approximately 350 feet of Striping Detail 27B (Right Edgeline) and create a painted bulb-out for vehicles entering from Auto Center Drive. Within the painted bulb-out, add 6" diagonal white striping with 15' spacing. The right edgeline striping would move the center of the road away from the curb allowing for better visibility.
- Provide "Intersection Ahead" signage (W1-10e) with "Speed Sign" (W13-1P) with 20 mph speed and a custom "Limited Sight Distance" sign. Place at point of curvature for Northbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross traffic and to reduce speed.

Marin Street

- Move the 12-inch stop bar closer to the curb line along with new "STOP" markings. This will allow drivers to pull up further into the new 8-foot parking lane to increase visibility along Auto Center Drive.
- Provide approximately 75 feet of Striping Detail 22 (Centerline) to shift the westbound intersection approach to the north. This would allow for more visibility on the Auto Center Drive northbound approach.
- Extend red curb on the south curb approximately 85 feet. This red curb would remove approximately three on-street parking spaces. This would prevent drivers from parking in the painted bulb-out.
- Extend red curb on the north curb approximately 30 feet. This red curb would remove approximately one on-street parking space to allow more space for drivers to approach the intersection.

Auto Center Drive North and Marin Street

- Extend red curb approximately 120 feet on the east curb and provide "No Parking Anytime" signage. This would remove approximately five (5) on-street parking spaces. Red curb would make parking illegal along the eastern curb allowing southbound sight distance to be unobstructed.
- Provide "Intersection Ahead" signage (W1-10e) with "Speed Sign" (W13-1P) with 20 mph speed and a custom "Limited Sight Distance" sign. Place at point of curvature for southbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross

Mitigation Measures	Party Responsible for Implementation	Implementation Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency
traffic and to reduce speed. ▪ Provide speed feedback sign similar to existing signage on east side of Auto Center Drive. Place at point of curvature for southbound approach according to MUCTD Table 2C-4. ▪ Provide approximately 200 feet of Striping Detail 22 (Centerline) and Striping Detail 27B (Right Edgeline) for the Northbound approach. Right edgeline striping would be 8-feet from the curb. This striping would reduce confusion for vehicles traveling northbound. Provide approximately 490 feet of Striping Detail 27B (Right Edgeline) for the Southbound approach. This striping would move the center of the road away from the curb allowing for better visibility.					
TRANS-2: Construction Period Transportation Impacts. The Applicant shall submit a Construction Period Traffic Control Plan to the City for review and approval. The plan shall include traffic safety guidelines compatible with section 12 of the Caltrans Standard Specifications ("Construction Area Traffic Control Devices") to be followed during construction. The plan shall also specify provision of adequate signing and other precautions for public safety to be provided during project construction. In particular, the plan shall include a discussion of bicycle and pedestrian safety needs due to project construction and later, project operation. In addition, the plan shall address emergency vehicle access during construction. The applicant or their general contractor for the project shall notify the Public Works & Utilities Department and local emergency services (i.e., the Police and Fire Departments) prior to construction to inform them of the proposed construction schedule and that traffic delays may occur. Prior to approval of a grading permit, the City shall review and approve the project Construction Period Traffic Control Plan. During construction, the City shall periodically verify that traffic control plan provisions are being implemented:	Project Applicant	Prior to issuance of grading permit(s)	City of Watsonville Public Works Inspector	Review Construction Period Traffic Control Plan and confirm implementation	Once to review plan; Ongoing during grading and construction activities

RESOLUTION NO. 121-20 (CM)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A LOT LINE ADJUSTMENT, DENSITY BONUS, SPECIAL USE PERMIT/SPECIFIC DEVELOPMENT PLAN WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW FOR APPLICATION NO. (PP2019-14) FILED BY MIDPEN HOUSING CORPORATION, APPLICANT, TO CONSTRUCT A 72 UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT ON A 4.7± ACRE PARCEL LOCATED AT 139, 141, 161 MILES LANE AND 201 KIMBERLY LANE, WATSONVILLE, (APN'S: 016-491-01, -02, & -03, & 016-111-44)

WHEREAS, on January 16, 2019, an application for a Lot Line Adjustment, Density Bonus, Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14) for the construction of a (72) seventy-two unit multi-family affordable housing development on a 4.7±-acre parcel located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, was filed by MidPen Housing Corporation, applicant; and

WHEREAS, a Lot Line Adjustment is a minor relocation of the boundary or boundaries between four or fewer existing adjoining parcels, where the land taken from once parcel is added to an adjoining parcel with no more parcels being created than originally existed; and

WHEREAS, a Lot Line Adjustment is typically reviewed and approved administratively by the City's Minor Land Division Committee, however because the requested Lot Line Adjustment is part of a number of other requested entitlements, it is being recommended by the Planning Commission to be approved by the City Council; and

WHEREAS, the Density Bonus application originally included a request of three concessions to reduce certain development standards and zoning code requirements.

Namely, the applicant requested reducing the minimum net land area per unit requirement, allowing both residential and non-residential uses onsite, and reducing parking. At the time, the parking reduction request did not constitute a concession, since the proposed number of parking spaces were consistent with the alternative provisions are set forth in the City's zoning code for affordable housing projects, in accordance with state law; and

WHEREAS, the Density Bonus request is still required to allow a residential density greater than the maximum allowed per the General Plan. In a revised Density Bonus Housing Plan, the applicant notes that recent changes to state Density Bonus law permits housing developments to receive a density bonus of up to 80 percent if 100 percent of the total units are for lower income households. The applicant further clarified the reduced parking concession request at 6.4 percent fewer stalls than required per the provisions set forth in the City's zoning code for affordable housing projects; and

WHEREAS, pursuant to Section 65915 of Chapter 4.3 of Division 1 of Title 7 of the California Government Code (GOV), when an applicant seeks a density bonus for a housing development within the jurisdiction of a city, county, or city and county, that local government shall comply with this section; and

WHEREAS, Section 14-12.400 of the Watsonville Municipal Code requires approval of a Design Review Permit, acceptable to the Zoning Administrator for commercial, industrial, and multi-family residential construction; and

WHEREAS, the Special Use Permit and Design Review Permit are being processed concurrently; and

WHEREAS, recommendation by the by the Planning Commission, adoption by Ordinance of a Planned Development District by the City Council, and issuance of special use permit by the City Council after adoption of a Planned Development District shall in each instance be passed by at least five (5) affirmative votes; and

WHEREAS, the project was reviewed by the Planning Commission on May 5 2020, at which time the Planning Commission adopted Resolution No. 12-20 (PC), recommending that the City Council approve the Lot Line Adjustment, Density Bonus, Planned Development Overlay, Special Use Permit with Design Review and Specific Development Plan and Environmental Review (PP2019-14) for the construction of a (72) seventy-two unit multi-family affordable housing development on a 4.7±-acre parcel located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville; and

WHEREAS, notice of time and place of the hearing to consider approval of Application No. PP2019-14 was given at the time and in the manner where appropriate public noticing procedures have been followed and a public hearing was held according to Section 14-10.900 of the Watsonville Municipal Code; and

WHEREAS, the City Council has considered all evidence received, both oral and documentary, and the matter was submitted for decision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

Good cause appearing, and upon the Findings, attached hereto and incorporated herein as Exhibit “A”, the City Council of the City of Watsonville does hereby approve the Lot Line Adjustment, Density Bonus, Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14), subject to the Conditions of

Approval attached hereto and marked as Exhibit “B,” and approve the Special Use Permit/Specific Development Plan with Design Review and Development Review, attached hereto and marked as Exhibit “C” for the construction of a (72) seventy-two unit multi-family affordable housing development on a 4.7±-acre parcel located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville.

****

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 23rd day of June, 2020, by Member Hernandez, who moved its adoption, which motion being duly seconded by Member Gonzalez, was upon roll call carried and the resolution adopted by the following vote:

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

Rebecca J. García, Mayor

ATTEST:

City Clerk

June 25, 2020
Date

APPROVED AS TO FORM:

City Attorney

****

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 121-20 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 23rd day of June, 2020, and that the foregoing is a full, true and correct copy of said Resolution.

Beatriz Vázquez Flores, City Clerk

Date June 25, 2020

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "A"

Application No: PP2019-14
APNs: 016-491-01, -02, & -03, & 016-111-44
Applicant: MidPen
Hearing Date: June 23, 2020

DENSITY BONUS FINDINGS (WMC § 14-47.140[b])

1. The application is eligible for a Density Bonus and any concessions, or incentives requested if conforms to all standards included in Chapter 14-47 and includes a financing mechanism for all implementation and monitoring costs.

Supportive Evidence
The project will provide a 100 percent affordable rental housing development, serving extremely low-income, very low-income, and low-income households, and therefore is eligible for up to an 80 percent density bonus and three concessions, per state Density Bonus law. GOV § 65915.

2. Any requested incentive or concession will result in identifiable, financially sufficient, and actual cost reductions based upon appropriate financial analysis and documentation as described in Section 14-47.130 of Chapter 14-47.

Supportive Evidence
In the Density Bonus Housing Plan, the applicant indicates that the parking reduction is critical to developing an affordable housing project with enough units to be financially viable over the lifetime of the buildings. The challenging site topography and natural areas minimize the developable portion of the site. Without a parking reduction, the applicant would have to expand the amount of level surfaces necessary for constructing parking stalls, which would require costly site improvements (e.g., retaining walls, soil excavation, offhauling).

The partnership between MidPen and Encompass allows proportioning the purchase price of their division of land, sharing the cost of obtaining entitlements with a single design team, and minimizing the construction costs through shared road and utility infrastructure and site circulation.

The applicant provided a pro form to demonstrate that the requested concessions result in identifiable and actual cost reductions and, thereby, provide evidence that the cost reduction allows the applicant to provide affordable rents.

3. If the Density Bonus is based all or in part on donation of land, the approval body has made the findings included in Section 14-47.070(c) of Chapter 14-47.

Supportive Evidence
Not applicable. The proposed project does not involve a land donation.

4. If the Density Bonus, incentive, or concession is based all or in part on the inclusion of a Day Care Center, the approval body has made the findings required by Section 14-47.080(b) of Chapter 14-47.

Supportive Evidence
Not applicable. The proposed project does not include a Day Care Center.

5. A Density Bonus Housing Agreement in recordable form has been signed by the owner of the Residential Development with terms and conditions reasonably to satisfy the requirements of Chapter 14-47 and the Density Bonus Program Guidelines.

Supportive Evidence
The project will provide a 100 percent affordable rental housing development, serving extremely low-income, very low-income, and low-income households. More than 50 percent of the units are proposed to be restricted to be affordable to households earning 60 percent of Area Median Income or below with no units service households earning more than 80 percent of Area Median Income. Regulatory agreements setting forth affordability restrictions shall be recorded when all financing has been secured. Affordability restrictions shall be in place for at least 55 years. A condition of approval requires the applicable to record a Density Bonus Housing Agreement in accordance with the requirements of Chapter 14-47 and the Density Bonus Program Guidelines prior to issuance of a building permit.

SPECIAL USE PERMIT FINDINGS (WMC § 14-12.513)

The proposed mix of uses are permitted conditionally in the underlying RM-2 Zoning District. Apartments with 17 or more units are permitted conditionally with issuance of a Special Use Permit. In addition, a residential care facility for seven or more persons is also permitted with issuance of a Special Use Permit.

The purpose of the Special Use Permit is to formally allow a mix of residential and non-residential uses per the PD Overlay District, consisting of 72 affordable housing units (owned and operated by MidPen) and the replacement of an existing residential substance abuse treatment facility with a new residential substance abuse treatment facility and new outpatient rehabilitation facility (owned and operated by Encompass).

1. The proposed use at the specified location is consistent with the policies embodied in the adopted General Plan and the general purpose and intent of the applicable district regulations.

Supportive Evidence
The majority of the project site is designated Residential Medium Density on the General Plan Land Use Diagram and is within the RM-2 (Multiple Residential-Medium Density) Zoning District. The purpose of the Residential Medium Density designation is to provide living environments through various forms of

housing developments, including apartments, at densities between 8 and 13.99 dwelling units per net acre. Per state law, the project is eligible for a density bonus of up to 80 percent greater than the maximum allowed because it is a 100 percent affordable housing project. The project would not result in a residential density that exceeds the maximum allowed per state Density Bonus law and would help accomplish the community's affordable family housing goals in the Housing Element.

A small portion of the project site is designated Environmental Management and is within the EM-OS (Environmental Management Open Space) Zoning District. This area corresponds with the portion of the upper reaches of the Watsonville Slough that runs through the low-lying portion of the site and has been set aside for the protection and preservation of natural resources, such as wetlands, sloughs, and wildlife habitat. No development is proposed within this area.

The proposed project is consistent with the following General Plan goals, policies, and implementation measures concerning housing, land use compatibility, design, site improvement, and wildlife habitat protection:

- **Housing Element Goal 3.0: Housing Production** – Provide housing opportunity for Watsonville's share of the regional housing need for all income groups.

- **Housing Element Policy 3.1** – Encourage the production of housing that meets the needs of all economic segments, including lower, moderate, and above moderate-income households, to achieve a balanced community.

- **Housing Element Policy 3.2** – Provide high quality rental and ownership housing opportunities for current and future residents that are affordable to a diverse range of income levels.

- **Housing Element Policy 3.4** – Continue to implement the Affordable Housing Ordinance, Density Bonus Ordinance, and other programs as a means of integrating affordable units within new residential development.

- **Housing Element Policy 4.2** – Implement and enforce residential design guidelines to ensure that the community's expectations are met with respect to the quality and style of housing projects.

- **Housing Element Program 18: Design Review Process** – The City will continue to use the Livable Community Residential Design Guidelines in concert with the City's General Plan, Zoning and Subdivision Ordinance and other area plans. The City will continue to ensure that projects comply with the City's design review process and the Design Guidelines.

- **Goal 4.7 Land Use Suitability** – Ensure that the orderly development of land for the needs of the existing and projected population within in the City limit and Sphere of Influence is based on the land's overall suitability, including: the accessibility of existing and proposed public facilities,

services, and utilities, physical and financial constraints; and/or growth inducing impacts.

- **Policy 4.G Land Use Suitability** – The City shall encourage the development of urban uses on those lands best suited for urban uses and discourage it on lands unsuited for urban uses.

- **Goal 4.2: Neighborhoods** – Conserve and improve the living environment of existing Watsonville neighborhoods.

- **Policy 4.B: Neighborhood Preservation** – The City shall plan for the protection of existing neighborhood qualities and the provision of adequate neighborhood facilities in developing areas.

- **Implementation Measure 4.B.2: New Neighborhood Facilities** – The City shall utilize land use controls, such as, specific plan, LOS standards, and zoning development controls, to ensure balanced neighborhood development in a compact pattern, and to avoid premature extension of public facilities and services.

- **Implementation Measure 4.A.2: Land Use Compatibility** – The City shall monitor housing production to ensure compatibility with surrounding land uses.

- **Goal 5.1 Visual Resources** – Preserve and enhance the built and natural visual resources within Watsonville.

- **Goal 5.2 Community Appearance** – Blend new development and recognized values of community appearance and scenic qualities, and ensure that new development enhances, rather than detracts from its surroundings.

- **Goal 5.6 Urban Design** – Achieve high standards of street, site and building design that are both efficient, and aesthetically pleasing.

- **Policy 5.A Project Design Review** – The preservation of visual resources shall be accomplished through the design review process.

- **Policy 5.B Design Consistency** – The City shall review new development proposals to encourage high standards of urban design and to ensure that elements of architectural design and site orientation do not degrade or conflict with the appearance of existing structures.

- **Implementation Measure 5.A.4: Development Standards** – In addition to the Design Review Guidelines, the City shall use the adopted standards for multiple family residential developments to ensure that medium- and high-density development is designed so as to enhance rather than detract from the urban environment.

- **Implementation Measure 5.B.3: Enhancement** – The City shall utilize the development standards, zoning ordinance regulations for each district, and the design review guidelines to ensure that new development is an asset to the existing neighborhood and community with regard to parking, landscaping, open space, and project design.

- **Goal 9.5 Water Quality** – Ensure that surface and groundwater resources are protected.

- **Policy 9.D Water Quality** – The City shall provide for the protection of water quality to meet all beneficial uses, including domestic, agricultural, industrial, recreational, and ecological uses.

- **Goal 9.8 Wildlife Habitat** – Preserve and protect the remaining areas of wildlife habitat for their scenic and scientific value.

- **Policy 9.F Wildlife Habitat Protection** – The City shall designate for open space and environmental management those areas rich in wildlife species and fragile in ecological makeup. These habitat zones shall be made part of the greenbelt where appropriate.

The project would provide housing within an existing neighborhood on land designated for residential development. The units would be 100 percent affordable and accommodate people of low, very low, and extremely low-income levels. The 72 units would contribute towards achieving the RHNA figures in the City's 2015-2023 Housing Element for these income categories. The City's 2015-2023 Housing Element also identifies the two vacant parcels onsite for development. To allow development of 72 affordable housing units, the applicant has submitted a Density Bonus application in accordance with state Density Bonus law and the City's Density Bonus Ordinance.

The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and are complementary with the affordable housing component of the project.

The site abuts existing utilities that can be extended to serve the project. The project is not anticipated to induce population growth other than the residents that would directly inhabit the proposed residential units.

The project is consistent with all development regulations of the RM-2 Zoning District and the City of Watsonville Residential Development Standards for multi-family rental projects with approval of the requested concessions and modifications to development regulations. Additionally, the project is consistent with the City of Watsonville Livable Community Residential Design Guidelines (2001).

The proposed project does not encroach on land designated Environmental Management. Pursuant to WMC Section 6-3-535, the project is required to

comply with the City's post-construction stormwater requirements, which are intended to minimize stormwater pollution and thereby protect receiving waterbodies, such as rivers, creeks and wetlands.

2. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods.

Supportive Evidence

The proposed project would provide infill housing within an existing residential neighborhood. Single- and multi-family dwellings comprise nearby residences. Several apartment buildings are located across the street from the project site at 130, 136, and 154 Miles Lane.

The proposed project would not generate traffic in such an amount that would overload the street network outside the development. An Initial Study has been prepared for the proposed project, which includes a Traffic Impact Study. Transportation-related impacts were found to be less than significant with mitigation incorporated. Identified measures that mitigate potential impacts to Auto Center Drive and Marin Street Intersection have been included as conditions of approval.

Nighttime illumination has the potential to change ambient lighting conditions and create a visual nuisance. The proposed lighting provides adequate light to illuminate the site, consistent with light levels in a residential neighborhood. The photometric analysis prepared for the project demonstrate that anticipated light intensities would not result in a visual nuisance. Little to no light would spill over onto adjoining residential properties and into nearby riparian habitat. Any potential spillover light would be further obscured from view by landscape plantings and fencing. Therefore, the project is not anticipated to create a glare nuisance.

The proposed trash enclosures could attract nuisance pest species because of the close proximity of nearby riparian habitat. Unless these enclosures are carefully maintained, they could attract Norway rat, raccoon, opossum and other nuisance pest species that could become dependent on this possible food source, disrupting natural behaviors and creating nuisance conditions. A condition of approval requires the applicant to develop a monitoring program to be implemented by future tenants to ensure trash areas are routinely cleaned and secured at night.

3. The proposed use will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

Supportive Evidence

The proposed project would not generate traffic which would be hazardous or conflict with existing and anticipated traffic in the neighborhood. An Initial Study has been prepared for the proposed project, which includes a Traffic Impact Study. Transportation-related impacts were found to be less than significant with mitigation incorporated. Identified measures that mitigate potential impacts to Auto Center Drive and Marin Street Intersection have been included as conditions of approval.

4. **The proposed use incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets.**

Supportive Evidence

Direct access to the project site would occur from new driveways located along Miles Lane. As mentioned previously, mitigation measures to reduce transportation-related impacts to a less than significant level have been included as conditions of approval. No other roadway improvements, traffic control devices or access restrictions to control or divert traffic flow is needed.

5. **The proposed use incorporates features to minimize adverse effects, including visual impacts and noise, of the proposed special use on adjacent properties.**

Supportive Evidence

The project involves providing infill housing within an existing residential neighborhood. The project would also avoid areas set aside for the protection and preservation of natural resources, such as the portion of the upper reaches of the Watsonville Slough that traverses the site.

The project is designed in accordance with the City of Watsonville Livable Community Residential Design Guidelines. The project provides buildings that are well-composed, balanced, and appropriately articulated on all sides and have facades with materials and architectural details that are aesthetically pleasing and harmonious. The massing of wall and roof planes are broken up by the use of balconies, dormers, trim, offsets in surfaces, and varying roof heights. Buildings materials are primarily alternative vertical and horizontal cement fiber siding (painted different colors) to provide a smooth lap siding appearance; a belly band divides vertical and horizontal siding. Parking is unobtrusively tucked under buildings 1, 3, 4, 5 and 6. Surface lots in view of the public right-of-way have landscaping and/or fencing to help screen parking spaces from view and minimize their visual impact. Building 3 steps down from three to two floors near the property boundary shared with the mobile home park.

The project would not create a visual impact on adjoining residential properties or nearby riparian habitat. Little to no light would spill over onto adjoining residential properties and into nearby riparian habitat. Any potential spillover light would be further obscured from view by landscape plantings and fencing.

Therefore, the project is not anticipated to create a new source of potential light spillover or glare nuisance.

In addition, the project's trash enclosures would not attract nuisance pest species, such as Norway rat, raccoon, and opossum, with implementation of the condition of approval requiring regular monitoring of said enclosures to ensure they are routinely cleaned and secured at night.

6. The proposed special use complies with all additional standards imposed on it by the particular provisions of this chapter and all other requirements of this title applicable to the proposed special use and uses within the applicable base zoning district.

Supportive Evidence

There are no additional standards applicable to a mix of uses consisting of affordable housing and an inpatient/outpatient substance abuse treatment and rehabilitation facility.

As discussed previously, the project is designed in accordance with the City of Watsonville Livable Community Residential Design Guidelines. A condition of approval requires the installation of street frontage improvements to City standards.

7. The proposed special use will not be materially detrimental to the public health, safety, convenience and welfare, and will not result in material damage or prejudice to other property in the vicinity.

Supportive Evidence

The project involves providing infill housing within an existing residential neighborhood and would avoid areas set aside for the protection and preservation of natural resources, such as the portion of the upper reaches of the Watsonville Slough that traverses the site. The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and are complementary with the affordable housing component of the project. Therefore, the project would not materially damage or prejudice other property in the vicinity.

In addition, the project site is within a developed area that is currently served by municipal services, including water, sewer, police and fire, and therefore would not cause a serious public health or safety problem to future residents and substance use disorder patients onsite.

DESIGN REVIEW FINDINGS (WMC § 14-12.403)

1. The proposed development is consistent with the goals and policies embodied in the adopted General Plan and the general purpose and intent of the applicable district regulations.

Supportive Evidence

The majority of the project site is designated Residential Medium Density on the General Plan Land Use Diagram and is within the RM-2 (Multiple Residential-Medium Density) Zoning District. The purpose of the Residential Medium Density designation is to provide living environments through various forms of housing developments, including apartments, at densities between 8 and 13.99 dwelling units per net acre. Per state law, the project is eligible for a density bonus of up to 80 percent greater than the maximum allowed because it is a 100 percent affordable housing project. The project would not result in a residential density that exceeds the maximum allowed per state Density Bonus law and would help accomplish the community's affordable family housing goals in the Housing Element.

A small portion of the project site is designated Environmental Management and is within the EM-OS (Environmental Management Open Space) Zoning District. This area corresponds with the portion of the upper reaches of the Watsonville Slough that runs through the low-lying portion of the site and has been set aside for the protection and preservation of natural resources, such as wetlands, sloughs, and wildlife habitat. No development is proposed within this area.

The proposed project is consistent with the following General Plan goals, policies, and implementation measures concerning housing, land use compatibility, design, site improvement, and wildlife habitat protection:

- **Housing Element Goal 3.0: Housing Production** – Provide housing opportunity for Watsonville's share of the regional housing need for all income groups.

- **Housing Element Policy 3.1** – Encourage the production of housing that meets the needs of all economic segments, including lower, moderate, and above moderate-income households, to achieve a balanced community.

- **Housing Element Policy 3.2** – Provide high quality rental and ownership housing opportunities for current and future residents that are affordable to a diverse range of income levels.

- **Housing Element Policy 3.4** – Continue to implement the Affordable Housing Ordinance, Density Bonus Ordinance, and other programs as a means of integrating affordable units within new residential development.

- **Housing Element Policy 4.2** – Implement and enforce residential design guidelines to ensure that the community's expectations are met with respect to the quality and style of housing projects.

- **Housing Element Program 18: Design Review Process** – The City will continue to use the Livable Community Residential Design Guidelines in concert with the City's General Plan, Zoning and Subdivision Ordinance and other area plans. The City will continue to ensure that projects comply with the City's design review process and the Design Guidelines.

- **Goal 4.7 Land Use Suitability** – Ensure that the orderly development of land for the needs of the existing and projected population within in the City limit and Sphere of Influence is based on the land's overall suitability, including: the accessibility of existing and proposed public facilities, services, and utilities, physical and financial constraints; and/or growth inducing impacts.

- **Policy 4.G Land Use Suitability** – The City shall encourage the development of urban uses on those lands best suited for urban uses and discourage it on lands unsuited for urban uses.

- **Goal 4.2: Neighborhoods** – Conserve and improve the living environment of existing Watsonville neighborhoods.

- **Policy 4.B: Neighborhood Preservation** – The City shall plan for the protection of existing neighborhood qualities and the provision of adequate neighborhood facilities in developing areas.

- **Implementation Measure 4.B.2: New Neighborhood Facilities** – The City shall utilize land use controls, such as, specific plan, LOS standards, and zoning development controls, to ensure balanced neighborhood development in a compact pattern, and to avoid premature extension of public facilities and services.

- **Implementation Measure 4.A.2: Land Use Compatibility** – The City shall monitor housing production to ensure compatibility with surrounding land uses.

- **Goal 5.1 Visual Resources** – Preserve and enhance the built and natural visual resources within Watsonville.

- **Goal 5.2 Community Appearance** – Blend new development and recognized values of community appearance and scenic qualities, and ensure that new development enhances, rather than detracts from its surroundings.

- **Goal 5.6 Urban Design** – Achieve high standards of street, site and building design that are both efficient, and aesthetically pleasing.

- **Policy 5.A Project Design Review** – The preservation of visual resources shall be accomplished through the design review process.

- **Policy 5.B Design Consistency** – The City shall review new development proposals to encourage high standards of urban design and to ensure that elements of architectural design and site orientation do not degrade or conflict with the appearance of existing structures.

- **Implementation Measure 5.A.4: Development Standards** – In addition to the Design Review Guidelines, the City shall use the adopted standards

for multiple family residential developments to ensure that medium- and high-density development is designed so as to enhance rather than detract from the urban environment.

- **Implementation Measure 5.B.3: Enhancement** – The City shall utilize the development standards, zoning ordinance regulations for each district, and the design review guidelines to ensure that new development is an asset to the existing neighborhood and community with regard to parking, landscaping, open space, and project design.

- **Goal 9.5 Water Quality** – Ensure that surface and groundwater resources are protected.

- **Policy 9.D Water Quality** – The City shall provide for the protection of water quality to meet all beneficial uses, including domestic, agricultural, industrial, recreational, and ecological uses.

- **Goal 9.8 Wildlife Habitat** – Preserve and protect the remaining areas of wildlife habitat for their scenic and scientific value.

- **Policy 9.F Wildlife Habitat Protection** – The City shall designate for open space and environmental management those areas rich in wildlife species and fragile in ecological makeup. These habitat zones shall be made part of the greenbelt where appropriate.

The project would provide housing within an existing neighborhood on land designated for residential development. The units would be 100 percent affordable and accommodate people of low, very low, and extremely low-income levels. The 72 units would contribute towards achieving the RHNA figures in the City's 2015-2023 Housing Element for these income categories. The City's 2015-2023 Housing Element also identifies the two vacant parcels onsite for development. To allow development of 72 affordable housing units, the applicant has submitted a Density Bonus application in accordance with state Density Bonus law and the City's Density Bonus Ordinance.

The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and are complementary with the affordable housing component of the project.

The site abuts existing utilities that can be extended to serve the project. The project is not anticipated to induce population growth other than the residents that would directly inhabit the proposed residential units.

The project is consistent with all development regulations of the RM-2 Zoning District and the City of Watsonville Residential Development Standards for multi-family rental projects with approval of the requested concessions and modifications to development regulations. Additionally, the project is consistent

with the City of Watsonville Livable Community Residential Design Guidelines (2001).

The proposed project does not encroach on land designated Environmental Management. Pursuant to WMC Section 6-3-535, the project is required to comply with the City's post-construction stormwater requirements, which are intended to minimize stormwater pollution and thereby protect receiving waterbodies, such as rivers, creeks and wetlands.

2. The proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods.

Supportive Evidence

The proposed project would provide infill housing within an existing residential neighborhood. Single- and multi-family dwellings comprise nearby residences. Several apartment buildings are located across the street from the project site at 130, 136, and 154 Miles Lane.

The proposed project would not generate traffic in such an amount that would overload the street network outside the development. An Initial Study has been prepared for the proposed project, which includes a Traffic Impact Study. Transportation-related impacts were found to be less than significant with mitigation incorporated. Identified measures that mitigate potential impacts to Auto Center Drive and Marin Street Intersection have been included as conditions of approval.

Nighttime illumination has the potential to change ambient lighting conditions and create a visual nuisance. The proposed lighting provides adequate light to illuminate the site, consistent with light levels in a residential neighborhood. The photometric analysis prepared for the project demonstrate that anticipated light intensities would not result in a visual nuisance. Little to no light would spill over onto adjoining residential properties and into nearby riparian habitat. Any potential spillover light would be further obscured from view by landscape plantings and fencing. Therefore, the project is not anticipated to create a glare nuisance.

The proposed trash enclosures could attract nuisance pest species because of the close proximity of nearby riparian habitat. Unless these enclosures are carefully maintained, they could attract Norway rat, raccoon, opossum and other nuisance pest species that could become dependent on this possible food source, disrupting natural behaviors and creating nuisance conditions. A condition of approval requires the applicant to develop a monitoring program to be implemented by future tenants to ensure trash areas are routinely cleaned and secured at night.

3. **The proposed development will not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

Supportive Evidence

The proposed project would not generate traffic which would be hazardous or conflict with existing and anticipated traffic in the neighborhood. An Initial Study has been prepared for the proposed project, which includes a Traffic Impact Study. Transportation-related impacts were found to be less than significant with mitigation incorporated. Identified measures that mitigate potential impacts to Auto Center Drive and Marin Street Intersection have been included as conditions of approval.

4. **The proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets.**

Supportive Evidence

Direct access to the project site would occur from new driveways located along Miles Lane. As mentioned previously, mitigation measures to reduce transportation-related impacts to a less than significant level have been included as conditions of approval. No other roadway improvements, traffic control devices or access restrictions to control or divert traffic flow is needed.

5. **The proposed development incorporates features to minimize adverse effects including visual impacts of the proposed development on adjacent properties:**

   a) **Harmony and proportion of the overall design and the appropriate use of materials;**

   b) **The suitability of the architectural style for the project; provided, however, it is not the intent of this section to establish any particular architectural style;**

   c) **The sitting of the structure on the property, as compared to the sitting of other structures in the immediate neighborhood;**

   d) **The size, location, design, color, number, and lighting; and**

   e) **The bulk, height, and color of the project structure as compared to the bulk, height, and color of other structures in the immediate neighborhood.**

Supportive Evidence

The project involves providing infill housing within an existing residential neighborhood. The project would also avoid areas set aside for the protection and preservation of natural resources, such as the portion of the upper reaches of the Watsonville Slough that traverses the site.

The project is designed in accordance with the City of Watsonville Livable Community Residential Design Guidelines. The project provides buildings that are well-composed, balanced, and appropriately articulated on all sides and have facades with materials and architectural details that are aesthetically pleasing and harmonious. The massing of wall and roof planes are broken up by the use of balconies, dormers, trim, offsets in surfaces, and varying roof heights. Buildings materials are primarily alternative vertical and horizontal cement fiber siding (painted different colors) to provide a smooth lap siding appearance; a belly band divides vertical and horizontal siding. Parking is unobtrusively tucked under buildings 1, 3, 4, 5 and 6. Surface lots in view of the public right-of-way have landscaping and/or fencing to help screen parking spaces from view and minimize their visual impact. Building 3 steps down from three to two floors near the property boundary shared with the mobile home park.

The project would not create a visual impact on adjoining residential properties or nearby riparian habitat. Little to no light would spill over onto adjoining residential properties and into nearby riparian habitat. Any potential spillover light would be further obscured from view by landscape plantings and fencing. Therefore, the project is not anticipated to create a new source of potential light spillover or glare nuisance.

In addition, the project's trash enclosures would not attract nuisance pest species, such as Norway rat, raccoon, and opossum, with implementation of the condition of approval requiring regular monitoring of said enclosures to ensure they are routinely cleaned and secured at night.

6. The proposed development complies with all additional standards imposed on it by the particular provisions of this chapter, any City of Watsonville architectural guidelines, development and public improvement standards, and all other requirements of this title applicable to the proposed development.

Supportive Evidence

There are no additional standards applicable to the development of affordable housing and an inpatient/outpatient substance abuse treatment and rehabilitation facility.

As discussed previously, the project is designed in accordance with the City of Watsonville Livable Community Residential Design Guidelines. A condition of approval requires the installation of street frontage improvements to City standards.

7. The proposed development will not be materially detrimental to the public health, safety, convenience and welfare or result in material damage or prejudice to other property in the vicinity.

Supportive Evidence

The project involves providing infill housing within an existing residential neighborhood and would avoid areas set aside for the protection and

preservation of natural resources, such as the portion of the upper reaches of the Watsonville Slough that traverses the site. The project would also replace the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and are complementary with the affordable housing component of the project. Therefore, the project would not materially damage or prejudice other property in the vicinity.

In addition, the project site is within a developed area that is currently served by municipal services, including water, sewer, police and fire, and therefore would not cause a serious public health or safety problem to future residents and substance use disorder patients onsite.

LOT LINE ADJUSTMENT FINDINGS (WMC § 13-8.03[a])

1. **The parcels resulting from the lot line adjustment are consistent with the general plan, any applicable specific plan and the regulations of the zoning ordinance and building codes.**

   Supportive Evidence
   The project complies with the General Plan and applicable regulations of the Zoning Ordinance with approval of the requested Density Bonus and PD Overlay District.

2. **A greater number of parcels than originally existed are not created by the lot line adjustment.**

   Supportive Evidence
   The proposed lot line adjustments of the four subject properties would result in three properties, and therefore would not create a greater number of parcels than originally existing.

3. **The lot line adjustment shall not impair existing easements or it shall include the relocation of existing easements, utilities, or infrastructure serving adjacent lots, parcels, or public lands and streets prior to completing the lot line adjustment.**

   Supportive Evidence
   There are no existing easements that would be impaired by the proposed lot line adjustment. In addition, there are not existing easements, utilities, or infrastructure serving adjacent lots that would need to be relocated.

4. **The lot line adjustment shall not impair existing access or create a need for access to adjacent lots or parcels.**

Supportive Evidence

The project site would be accessed through four driveways off of Miles Lane. The lot line adjustment would not create a need for access to adjacent lots.

5. The lot line adjustment shall not require alteration of existing improvements or buildings, create a need for any building improvements, or otherwise create noncompliance with the Uniform Building Codes.

Supportive Evidence

The proposed lot line adjustment would accommodate the proposed building layout of the Miles Lane Project. The lot line adjustment is, therefore, necessary to accommodate the project and ensure buildings are not constructed over property lines.

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "B"

Application No: PP2019-14
APNs: 016-491-01,-02, & -03, & 016-111-44
Applicant: MidPen
Hearing Date: June 23, 2020

SPECIFIC DEVELOPMENT PLAN/SPECIAL USE PERMIT WITH DESIGN REVIEW & LOT LINE ADJUSTMENT CONDITIONS OF APPROVAL

General Conditions:

1. **Approval.** This approval applies to the Plan Set identified as "Miles Lane Housing" located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, CA 95076, dated and received by the Community Development Department on February 28, 2020, and filed by Elizabeth Nahas Wilson with MidPen Group, Inc., applicant, on behalf of Michael C. Marchisio Trust (APNs 016-491-01, 016-491-02, and 016-111-44) and Namvar & Shireen Dinyari (APN 016-491-03), property owners. (CDD-P)

2. **Conditional Approval Timeframe.** This Special Use Permit shall be null and void if not acted upon within **24 months** from the effective date of the approval thereof. Time extensions may be considered upon receipt of written request submitted no less than forty-five (45) days prior to expiration and in accordance with the provisions of Section 14-10.1201 of the Watsonville Municipal Code (WMC). (CDD-P)

3. **Modifications.** Modifications to the project or conditions imposed may be considered in accordance with WMC Sections 14-12.1000 and 14-10.1305. All revisions shall be submitted prior to field changes and are to be clouded on the plans. (CDD-P)

4. **Substantial Compliance.** Project development shall be accomplished in substantial accordance with the approved Plan Set. Any required revisions to the Plan Set shall be completed to the satisfaction of the Community Development Director or designee. (CDD-P)

5. **Grounds for Review.** The project shall be in compliance with the conditions of approval, all local codes and ordinances, appropriate development standards, and current City policies. Any deviation will be grounds for review by the City and may possibly result in revocation of the Special Use Permit or Design Review Permit, pursuant to Part 13 of WMC Chapter 14-10, or other code enforcement actions, pursuant to WMC Chapter 14-14. (CDD-P)

6. **Appeal Period/Effective Date.** This Special Use Permit with Design Review shall not be effective until **14 days** after approval by the decision-making body or following final action on any appeal. (CDD-P)

7. **Necessary Revisions.** The applicant shall make and note all revisions necessary to comply with all conditions of approval. The applicant shall certify in writing below the list(s) of conditions that the building plans comply with the conditions of approval. (CDD-P)

8. **Conditions of Approval.** A copy of the final conditions of approval must be printed on the first or second sheet of plans submitted for future permits. ***Plans without the conditions of approval printed directly on the first or second page will not be accepted at the plan check phase.*** (CDD-P)

9. **Required Statement.** The applicant and contractor who obtains a building permit for the project shall be required to sign the following statement, which will become conditions of the building permit:

> "I understand that the subject permit involves construction of a building (project) with an approved Special Use Permit with Design Review. I intend to perform or supervise the performance of the work allowed by this permit in a manner which results in a finished building with the same level of detail, articulation, and dimensionality shown in the plans submitted for building permits. I hereby acknowledge that failure to construct the building as represented in the building permit plans, may result in delay of the inspections process and/or the mandatory reconstruction or alteration of any portion of the building that is not in substantial conformance with the approved plans, prior to continuation of inspections or the building final."
>
> _____
> Signature of Building Contractor Date

Affordable Housing Condition:

10. **Density Bonus (Affordable) Housing Agreement.** The applicant shall record a Density Bonus Housing Agreement prior to issuance of a building permit. The Council, by Resolution, shall process, review, and consider the Density Bonus Housing Agreement in the same manner it considers Affordable Housing Agreements pursuant to WMC Section 14-46.110. (CDD-P-H, CA)

CEQA Environmental Document Filing Fee Condition:

11. **CDFW Filing Fee.** The California Department of Fish and Wildlife (CDFW) imposes and collects a filing fee to defray the costs of managing and protecting California's fish and wildlife resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, and developing monitoring programs. The applicant shall pay the fee for filing the Mitigated Negative Declaration (MND). (CDD-P)

Lot Line Adjustment Conditions:

12. **Legal Description.** The applicant shall prepare and submit legal descriptions for the revised parcel boundaries approved by this action, including a description of the trail access easement. (CDD-E)

13. **Certificate of Compliance and Recordable Map.** Prior to preparing and recording a certificate of compliance the applicant shall submit a legal description and geometric closure calculations for the exterior boundary of the three lots along with a recordable map presenting the metes and bounds of the legal description. (CDD-E)

Building and Fire-related Conditions:

14. **Required Permits.** The applicant shall obtain all required building permits (Building, Electrical, Plumbing, Mechanical, Grading, etc.) for this project. (CDD-B-E)

15. **Building Code.** Project construction shall comply with the California Building Code as adopted by the City. (CDD-B)

16. **Fire Code.** Project construction shall comply with California Fire Code as adopted by the City. (WFD)

17. **Energy Efficiency.** The project design shall conform with energy conservation measures articulated in Title 24 of the California Administrative Code and will address measures to reduce energy consumption such as low-flow shower heads, flow restrictors for toilets, low consumption lighting fixtures, and insulation and shall use drought tolerant landscaping. (CDD-B)

18. **Floodplain Development Permit.** The applicant shall obtain a Floodplain Development Permit prior to issuance of a building permit, in accordance with WMC Section 9-2.400. (CDD-E, PW)

Prior to or concurrent with the issuance of a Building Permit, the following requirements shall be met:

19. **Engineering Comments/Corrections.** The applicant shall revised the project plants in accordance with the comments/corrections provided by David Caneer, Principal Engineer, dated March 27, 2020. (CDD-E)

20. **Colors & Materials.** Plans submitted for building permit shall indicate that all final colors and materials shall be consistent with the colors and materials approved by this permit. (CDD-P)

21. **Landscaping & Irrigation Plan.** The applicant shall submit three copies of the final Landscaping and Irrigation Plan for review and approval by the Community Development Director prior to issuance of a building permit. The Landscaping Plan shall provide drought-tolerant plants suitable for the Central Coast region.

The Irrigation Plan shall provide an automatic water system (e.g., drip system) to irrigate all landscape areas. (CDD-B-E-P)

a. LANDSCAPING – The Landscape Plan shall indicate the types, quantities, locations and sizes of all plant material, including any existing major vegetation designated to remain and method of protecting planting areas from vehicular traffic. The Landscape Plan shall be drawn to scale, and plant types shall be clearly located and labeled. The plant list shall give the botanical name, common name, gallon sizes to be planted, and quantity of each planting. A minimum of 25 percent of all shrub material shall have a minimum 5-gallon container size. (CDD-E-P)

b. IRRIGATION SYSTEM – Automatic, low-flow irrigation system(s) shall be installed in all landscaped areas. Irrigation shall be programmed for night or early morning hours in order to minimize evaporation. (CDD-P)

c. WATER CONSERVATION – The project shall utilize water conservation, water recycling, and xeriscaping to the maximum extent possible. Irrigation systems shall be designed and maintained to avoid run-off, over-spray, or other similar conditions where water flows to waste. (CDD-B-E-P)

d. NEW TREES – As proposed in the preliminary landscape plans, the project shall provide a minimum of **101 trees**.

e. LANDSCAPE & IRRIGATION INSTALLATION – All landscaping and irrigation shall be approved and installed prior to occupancy of the project. (CDD-P)

f. WATER EFFICIENT LANDSCAPE ORDINANCE – The applicant shall submit a landscape documentation package and demonstrate compliance with the California Model Water Efficient Landscape Ordinance, pursuant to WMC Section 6-3.801. (CDD-P, -E)

22. **Lighting.** Plans submitted for building permit issuance shall show the locations and details of any exterior lighting fixtures. All lighting shall be downward facing and/or shielded and shall not spillover onto adjacent property, public roadways, and/or riparian habitat. (CDD-P)

23. **Trash Enclosure.** The trash enclosure shall conform with City of Watsonville Public Improvement Standard No. S-602, and is subject to review and approval by the Community Development Department. (CDD-P-E, PW)

24. **Street Frontage Improvements.** The applicant shall install street improvements (i.e., driveways, sidewalk, curb & gutter) where absent along the project street frontage (e.g., along Santa Clara Street and Kimberly Lane). The applicant shall also replace any and all existing street improvements that do not meeting City standards and/or are in need of repair. (CDD-E)

25. **Utility Connection.** The project shall connect to City utilities. (CDD-E)

26. **On/Off Site Permit.** Separate On/Off Site Permits are required for work in the public right-of-way and on the project site. The applicant shall obtain an encroachment permit for all off-site work. (CDD-E)

27. **Mechanical Equipment Screening.** All new mechanical equipment and appurtenances, including gas and water meters, electrical boxes, roof vents, air conditioners, antennas, etc. visible from the public way and from adjacent properties, shall be screened with material compatible with the materials of the building and shall be subject to the approval of the Zoning Administrator. (CDD-P)

28. **Post Construction Stormwater Ordinance.** The project is subject to the WMC Section 6-3.535 (Post Construction Requirements). The applicant shall prepare a stormwater control plan (SWCP) that demonstrates compliance with the ordinance to the satisfaction of the City Engineer, prior to issuance of a building permit. (CDD-E)

29. **Address Assignment.** Prior to building permit issuance, complete and submit an application for address assignment. (CDD-E)

30. **Nesting Bird Avoidance or Conduct Preconstruction Surveys (Mitigation Measure BIO-1).** If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds, a focused survey for active nests of such birds shall be conducted by a qualified biologist within seven (7) days prior to the beginning of project-related activities. The results of the survey shall be sent to the City of Watsonville prior to the start of project activities. The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos. Nesting seasons are typically defined as follows: i) March 15 to August 30 for smaller bird species such as passerines; ii) February 15 to August 30 for raptors.

    The following measures shall be taken to avoid potential inadvertent destruction or disturbance of nesting birds on and near the project site as a result of construction-related vegetation removal and site disturbance

    - To avoid impacts to nesting birds, all construction-related activities (including but not limited to mobilization and staging, clearing, grubbing, vegetation removal, fence installation, demolition, and grading) shall occur outside the avian nesting season (generally prior to February 1 or after August 31). Active nesting is present if a bird is sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest.

    - If construction-related activities are scheduled to occur during the nesting season (generally February 1 through August 31), a qualified biologist shall conduct a habitat assessment and preconstruction nesting survey for nesting bird species no more than seven (7) days prior to initiation of work. A qualified wildlife biologist is an individual who possesses, at a minimum, a bachelor's or advanced degree, from an accredited university, with a major in

biology, zoology, wildlife biology, natural resources science, or a closely related scientific discipline, at least two years of field experience in the biology and natural history of local plant, fish, and wildlife resources present at the development site, and knowledge of state and federal laws regarding the protection of sensitive and endangered species. The qualified biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures of birds known to nest in the project site. Surveys shall be conducted at the appropriate times of day during periods of peak activity (i.e., early morning or dusk) and shall be of sufficient duration to observe movement patterns. Surveys shall be conducted within the Project area and 250 feet of the construction limits for nesting non-raptors and 1,000 feet for nesting raptors, as feasible. If the survey area is found to be absent of nesting birds, no further mitigation would be required. However, if project activities are delayed by more than seven (7) days, an additional nesting bird survey shall be performed.

- If pre-construction nesting bird surveys result in the location of active nests, no site disturbance (including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, fence installation, demolition, and grading), shall take place within the buffer zone established under BIO-2. Monitoring, by a qualified biologist, shall be required to ensure compliance with the relevant California Fish and Game Code requirements. Monitoring dates and findings shall be documented. Active nests found inside the limits of the buffer zones or nests within the vicinity of the project site showing signs of distress from Project activity, as determined by the qualified biologist, shall be monitored daily during the duration of the Project for changes in breeding behavior. If changes in behavior are observed (e.g., distress, disruptions), the buffer shall be immediately adjusted by the qualified biologist until no further interruptions to breeding behavior are detected. The nest protection buffers may be reduced if the qualified biologist determines in compliance with CDFW permit requirements (if any) that construction activities would not be likely to adversely affect the nest. If buffers are reduced, twice weekly monitoring may need to be conducted to confirm that construction activity is not resulting in detectable adverse effects on nesting birds or their young. The qualified biologist may implement an alternative monitoring schedule depending on the construction activity, season, and species potentially subject to impact, subject to compliance with CDFW permits (if any). Construction shall not commence within the prescribed buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use. A report of the findings will be prepared by a qualified biologist and submitted to the City prior to the initiation of construction-related activities that have the potential to disturb any active nests during the nesting season.

- City staff will not issue permits for ground disturbing activities until after the site has been surveyed by a qualified biologist to ensure that no active nest disturbance or destruction will occur as a result of the project. If necessary, nest protection buffers will be fenced off and active nest monitoring will be initiated prior to permit issuance. (CDD-P-E, PW)

31. **Active Nest Buffer (Mitigation Measure BIO-2).** The applicant shall designate active nests as "Ecologically Sensitive Areas" (ESA) and protect the nest (while occupied) during project activities with the establishment of a fence barrier surrounding the nest site.

- Buffer distances for bird nests should be site specific and an appropriate distance, as determined by the qualified biologist. The buffer distances should be specified to protect the bird's normal behavior to prevent nesting failure or abandonment.

- The qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.

- Typical protective buffers between each identified nest site and construction site are as follows: 1) 300 feet for hawks, owls and eagles; 2) 50 feet for passerines.

- The qualified biologist shall monitor the behavior of the birds (e.g., adults and young, when present) at the nest site to ensure that they are not disturbed by project activities.

- Nest monitoring shall continue during project work until the young have completely left the nest site; as determined by the qualified biologist.

- No habitat removal or modification shall occur within the ESA-fenced nest zone until the young have fully fledged and will no longer be adversely affected by the project. (CDD-P-E, PW)

32. **California Red-Legged Frog and Western Pond Turtle Avoidance (Mitigation Measure BIO-3).** Implementation of the following mitigation measure would reduce potential impacts to CRLF and WPT to less-than-significant:

- Silt fencing and orange construction fencing shall be erected along the project boundary, running parallel north to south along the perennial stream and around the seep wetland. The northern and southern ends of the silt and orange construction fencing shall extend at least 50 feet beyond the project site boundary to close off the work area. The bottom 4-6 inches of the fencing shall be buried to prevent wildlife from burrowing under the fence, allowing frogs or turtles entry to the work areas.

- Once the fences are erected and within 48 hours of initiating project construction, a qualified wildlife biologist (as defined under Mitigation Measure BIO-1 shall conduct a preconstruction survey of the project site in the vicinity of the fences to ensure that no frogs or turtles are trapped inside the project construction zone. During this preconstruction survey the biologist shall also inspect the fence to make sure it is installed correctly. The project lead (i.e. foreman) should alert the biologist if the exclusion fence is damaged and/or otherwise non-functioning and initiate repairs as soon as possible. In consultation with the qualified biologist, the project lead may also initiate a

second survey to relocate any CRLF or WPT within the project fencing to outside the work area.

- Finally, a qualified biologist shall provide project contractors and construction crews with a worker-awareness program and oversee the placement of CRLF or WPT exclusion fencing before any work within aquatic habitats or adjacent upland habitats where CRLF or WPT have potential to occur. This program shall include a description of the species and its habitats, legal status and required protection, and all applicable mitigation measures. (CDD-P-E, PW)

33. **Wetland Avoidance and BMP Implementation (Mitigation Measure BIO-4).** Prior to grading, sturdy construction fencing shall be placed along the development boundaries and no construction activities shall be allowed outside of those boundaries. A qualified biologist shall confirm the extent to which jurisdictional wetlands will be impacted by the project. The biologist shall provide a written report, including photos, to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no more than 30 days after this visit. (CDD-E, PW)

34. **Develop and Implement a Habitat Restoration Plan (Mitigation Measure BIO-5).** The applicant shall develop and implement a Habitat Restoration Plan to be submitted and approved by the City of Watsonville prior to the issuance of final grading plans to mitigate for direct impacts to the willow woodland. The plan will address the following:
    - In order to mitigate for 0.040 acres removal of willow riparian habitat the Habitat Restoration Plan shall provide a minimum of 0.120 acres (a 3:1 ratio) of habitat restoration and enhancement the site.

    - The plan shall include performance criteria against which to measure the project's success, a minimum of five years of maintenance and monitoring shall be included in order to demonstrate attainment of the performance criteria, and yearly status reports to be submitted to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no later than December 31 of the year that monitoring occurred.

35. **Conduct Archaeological Sensitivity Training for Construction Personnel (Mitigation Measure CUL-1).** The Applicant shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards to conduct an archaeological sensitivity training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resource professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The Applicant and/or qualified professional archaeologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City at least 48 hours before holding the training and keep a log of all attendees. The training session shall include a handout and shall focus on how to identify archaeological resources that may be encountered during earthmoving activities

and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation, if one is necessary. (CDD-P,-E, PW)

36. **Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered (Mitigation Measure CUL-2).** In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities will not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Monitored work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. In the event that the newly discovered artifacts are determined to be prehistoric, Native American Tribes/Individuals shall be contacted and consulted, and Native American construction monitoring shall be initiated. The Applicant and City shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis. (CDD-P,-E, PW)

37. **Conduct Archeological Resource Spot Check during Grading and Earth-moving Activities in Younger Alluvial Sediments (Mitigation Measure CUL-3).** The Applicant shall retain an archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards (qualified archaeologist) to conduct an archaeological spot check after excavation has reached two feet below ground surface. The check shall determine if excavations have exposed archaeological resources, or if there is significant potential remaining for discovery. Additional spot checks may be required at the discretion of the monitoring archaeologist. If archaeological resources are discovered during a spot check, a qualified archaeological monitor shall be required to monitor all subsequent ground moving activity. Multiple earth-moving construction activities may require multiple archaeological monitors, as deemed appropriate by the qualified archaeologist. (CDD-P,-E, PW)

38. **Prepare Report Upon Completion of Monitoring Services (Mitigation Measure CUL-4).** The archaeological monitor, under the direction of a qualified professional archaeologist who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards, shall prepare a final report at the conclusion of archaeological monitoring (if required). The report shall be submitted to the Applicant, the NWIC, the City, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, evaluation of the resources with respect to the California Register and CEQA. (CDD-P,-E, PW)

39. **Cease Ground-Disturbing Activities and Notify County Coroner If Human Remains Are Encountered (Mitigation Measure CUL-5).** If human remains are unearthed during implementation of the proposed project, the County of Santa Cruz and the Applicant shall comply with State Health and Safety Code Section 6050.5. The County of Santa Cruz and the Applicant shall immediately notify the County Coroner and no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). After the MLD has inspected the remains and the site, they have 48 hours to recommend to the landowner the treatment and/or disposal, with appropriate dignity, the human remains and any associated funerary objects. Upon the reburial of the human remains, the MLD shall file a record of the reburial with the NAHC and the project archaeologist shall file a record of the reburial with the CHRIS-NWIC. If the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner rejects the recommendation of the MLD and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. (CDD-P,-E, PW)

40. **California Building Code (Mitigation Measure GEO-1).** All construction activities shall meet the California Building Code regulations for seismic safety. Construction plans shall be subject to review and approval of the City prior to the issuance of a building permit. All work shall be subject to inspection by the City and must conform to all applicable code requirements and approved improvement plans prior to final inspection approval or the issuance of a certificate of occupancy. The Applicant shall be responsible for notifying construction contractors about California Building Code regulations for seismic safety. (CDD-B)

41. **Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (Mitigation Measure GEO-2).** The Applicant shall submit an Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan prepared by a registered professional engineer or qualified stormwater pollution prevention plan developer as an integral part of the grading plan. The Plan shall be subject to review and approval of the City prior to the issuance of a grading permit. The Plan shall include all erosion control measures to be used during construction, including run-on control, sediment control, and pollution control measures for the entire site to prevent discharge of sediment and contaminants into the drainage system. The Plan shall include the following measures as applicable:

    - Throughout the construction process, ground disturbance shall be minimized, and existing vegetation shall be retained to the extent possible to reduce soil erosion. All construction and grading activities, including short-term needs (equipment staging areas, storage areas and field office locations), shall

minimize the amount of land area disturbed. Whenever possible, existing disturbed areas shall be used for such purposes.

- All drainage ways, wetland areas and creek channels shall be protected from silt and sediment in storm runoff using appropriate BMPs such as silt fences, diversion berms and check dams. Fill slopes shall be stabilized and covered when appropriate. All exposed surface areas shall be mulched and reseeded. All cut and fill slopes shall be protected with hay mulch and/or erosion control blankets, as appropriate.

- All erosion control measures shall be installed according to the approved plans prior to the onset of the rainy season but no later than October 15th. Erosion control measures shall remain in place until the end of the rainy season but may not be removed before April 15th. The applicant shall be responsible for notifying construction contractors about erosion control requirement.

- Example design standards for erosion and sediment control include, but are not limited to, the following: avoiding disturbance in especially erodible areas; minimizing disturbance on slopes exceeding 30 percent; using berms, swales, ditches, vegetative filter strips, and catchbasins to prevent the escape of sediment from the site; conducting development in increments; and planting bare soils to restore vegetative cover.

- The applicant will also develop an inspection program to evaluate if there is any significant on-site erosion as a result of the rainfall. If there were problem areas at the site, recommendations will be made to improve methods to manage on-site erosion. (CDD-E, PW)

42. **Conduct Paleontological Sensitivity Training for Construction Personnel (Mitigation Measure GEO-3).** The Applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The Applicant and/or qualified professional paleontologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City at least 48 hours before holding the training and keep a log of all attendees. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary. (CDD-P-E, PW)

43. **Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered (Mitigation Measure GEO-4).** If paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A

buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the Applicant and the City. Work shall be allowed to continue outside of the buffer area. The Applicant and City shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. (CDD-P-E, PW)

44. **Asbestos Containing Materials (Mitigation Measure HAZ-1).** Per recommendations in the Phase I Environmental Site Assessment (ESA) performed for the project site, prior to any redevelopment or demolition activities the Applicant shall: (1) survey the existing on-site structures for the presence of asbestos containing materials (to be conducted by an OSHA-certified inspector); and (2) if building elements containing any amount of asbestos are present, prepare a written Asbestos Abatement Plan describing activities and procedures for removal, handling, and disposal of these building elements using EPA- and/or OSHA-approved procedures, work practices, and engineering controls. (CDD-E, PW)

45. **Lead-based Paints (Mitigation Measure HAZ-2).** The Applicant shall test the existing on-site structures for lead-based paint. If present, the lead-based paint shall be removed and disposed of following lead abatement performance standards included in the U.S. Department of Housing and Urban Development Guidelines for Evaluation and Control of Lead-Based Paint program, in compliance with Title 8 California Code of Regulations (including Section 1532.1). (CDD-E, PW)

46. **Existing Plus Project Impacts on the Auto Center Drive & Marin Street Intersection (Mitigation Measure TRANS-1).** To improve driving conditions at the Auto Center Drive & Marin Street intersection, the City shall require the following improvements. (CDD-E, PW)

Auto Center Drive South of Marin Street

- Provide approximately 280 feet of Striping Detail 22 (Centerline).
- Provide approximately 350 feet of Striping Detail 27B (Right Edgeline) and create a painted bulb-out for vehicles entering from Auto Center Drive. Within the painted bulb-out, add 6" diagonal white striping with 15' spacing. The right edgeline striping would move the center of the road away from the curb allowing for better visibility.
- Provide "Intersection Ahead" signage (W1-10e) with "Speed Sign" (W13-1P) with 20 mph speed and a custom "Limited Sight Distance" sign. Place at point of curvature for Northbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross traffic and to reduce speed.

Marin Street

- Move the 12-inch stop bar closer to the curb line along with new "STOP" markings. This will allow drivers to pull up further into the new 8-foot parking lane to increase visibility along Auto Center Drive.
- Provide approximately 75 feet of Striping Detail 22 (Centerline) to shift the westbound intersection approach to the north. This would allow for more visibility on the Auto Center Drive northbound approach.
- Extend red curb on the south curb approximately 85 feet. This red curb would remove approximately three on-street parking spaces. This would prevent drivers from parking in the painted bulb-out.
- Extend red curb on the north curb approximately 30 feet. This red curb would remove approximately one on-street parking space to allow more space for drivers to approach the intersection.

Auto Center Drive North of Marin Street

- Extend red curb approximately 120 feet on the east curb and provide "No Parking Anytime" signage. This would remove approximately five (5) on-street parking spaces. Red curb would make parking illegal along the eastern curb allowing southbound sight distance to be unobstructed.
- Provide "Intersection Ahead" signage (W1-10e) with "Speed Sign" (W13-1P) with 20 mph speed and a custom "Limited Sight Distance" sign. Place at point of curvature for southbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross traffic and to reduce speed.
- Provide speed feedback sign similar to existing signage on east side of Auto Center Drive. Place at point of curvature for southbound approach according to MUCTD Table 2C-4.
- Provide approximately 200 feet of Striping Detail 22 (Centerline) and Striping Detail 27B (Right Edgeline) for the Northbound approach. Right edgeline striping would be 8-feet from the curb. This striping would reduce confusion for vehicles traveling northbound.
- Provide approximately 490 feet of Striping Detail 27B (Right Edgeline) for the Southbound approach. This striping would move the center of the road away from the curb allowing for better visibility.

47. **Construction Period Transportation Impacts (Mitigation Measure TRANS-2).** The applicant shall submit a Construction Period Traffic Control Plan to the City for review and approval. The plan shall include traffic safety guidelines compatible with section 12 of the Caltrans Standard Specifications ("Construction Area Traffic Control Devices") to be followed during construction. The plan shall also specify provision of adequate signing and other precautions for public safety to be provided during project construction. In particular, the plan shall include a discussion of bicycle and pedestrian safety needs due to project construction and later, project operation. In addition, the plan shall address emergency vehicle access during construction. The applicant or their general contractor for the project shall notify the Public Works & Utilities Department and local emergency services (i.e., the Police and Fire Departments) prior to construction to inform them of the proposed construction schedule and that traffic delays may occur.

Prior to approval of a grading permit, the City shall review and approve the project Construction Period Traffic Control Plan. During construction, the City shall periodically verify that traffic control plan provisions are being implemented. (CDD-E, PW)

Prior to permit issuance, the following conditions shall be addressed:

48. **Preconstruction Meeting.** Prior to issuance of a building permit or the commencement of any site work, the project applicant and the general contractor shall attend a pre-construction meeting with the Building Official and City staff to discuss the project conditions of approval, working hours, site maintenance and other construction matters. The general contractor shall acknowledge that he/she has read and understands the project conditions of approval, particularly those pertaining to construction practices and site safety, and will make certain that all project sub-contractors have read and understand them prior to commencing work and that a copy of the project conditions of approval will be posted on site at all times during construction. (CDD-P-B-E)

49. **MMRP Implementation.** The applicant shall prepare a list identifying the individuals responsible for implementing the Mitigation Monitoring and Reporting Program. The applicant shall provide upon request by the City a compliance log demonstrating all Mitigation Measures have been implemented. (CDD-P)

50. **Solid Waste Service Plan.** Solid waste generated during the construction shall be serviced by the City of Watsonville Solid Waste Division. Applicant shall submit a Solid Waste Service Plan on the City form for review and approval. (CDD-E)

During construction, the following conditions shall be adhered to:

51. **Superintendent.** Applicant shall have onsite at all times, a superintendent that shall act as the applicant's representative and as a point of contact for the City's Public Works Inspector. The superintendent shall be authorized by the Owner to direct the work of all contractors doing work on public and private improvements. (CDD-E, PW)

52. **Best Management Practices (BMPs).** Provide BMPs during construction to prevent sediment, debris and contaminants from draining offsite. BMPs shall comply with the City of Watsonville Erosion Control Standards and the Erosion and Sediment Control Field Manual by the California Regional Water Quality Control Board, San Francisco Region, latest edition. All erosion control shall be installed prior to October 15 and be maintained in place until April 15. Provide a note on the improvement plans stating that construction should take place between April 15 and October 15. The applicant shall ensure that all contractors are aware of all erosion control standards and BMPs. (CDD-E, PW)

53. **BMPs for Controlling Construction Emissions (Monterey Bay Air Resources District Recommendation).** The project applicant shall implement the following Best Management Practices to limit the potential fugitive dust, construction emissions, and odors generated by the project:

- Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) at least two times per day during construction and adequately wet demolition surfaces to limit visible dust emissions.
- Cover all haul trucks transporting soil, sand, or other loose materials off the project site.
- Use wet power vacuum street sweepers at least once per day to remove all visible mud or dirt track-out onto adjacent public roads (dry power sweeping is prohibited) during construction of the proposed project.
- Vehicle speeds on unpaved roads/areas shall not exceed 15 miles per hour.
- Complete all areas to be paved as soon as possible and lay building pads as soon as possible after grading unless seeding or soil binders are used.
- Minimize idling time of diesel-powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project.
- Maintain and properly tune all construction equipment in accordance with manufacturer's specifications and have a CARB-certified visible emissions evaluator check equipment prior to use at the site.

Post a publicly visible sign with the name and telephone number of the construction contractor and City staff person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the Monterey Bay Air Resources Management District to ensure compliance with applicable regulations. (CDD-E, PW, MBARD)

54. **Complimentary Dust Control Measures.** To minimize dust/grading impacts during construction the applicant shall:
    a. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day to minimize dust.
    b. Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.
    c. Sweep the adjacent street frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.
    d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.
    e. The City shall have the authority to stop all grading operations, if in opinion of City staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (CDD-E)

55. **Unanticipated Discovery of Contaminated Soils.** In the unlikely event that contaminated soils are discovered during the earth-moving activities, all development activities shall cease immediately and remain stopped until an assessment has been completed by a geotechnical firm approved by the City. If remediation is necessary, the applicant shall enter into a Remedial Action Agreement with the Santa Cruz County Environmental Health Service Agency. (CDD-P-E)

56. **Solid Waste Disposal.** All solid waste generated inside City limits must be hauled from the site of generation by the City of Watsonville Solid Waste Division, pursuant to Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code. This includes all wastes generated at construction sites, excavation projects, land clearing, demolition, earthwork projects, remodels, grading, and tenant improvement projects as well as ongoing business/residential use on the premises. Applicant shall comply with all applicable requirements for removal and disposal of hazardous materials. (PW)

57. **Work Hours.** No work for which a building permit is required shall be performed within the hours of 7 p.m. to 7 a.m., Monday through Friday, nor prior to 8 a.m. or after 5 p.m. on Saturday. No Work shall occur on Sundays or holidays. A sign shall be posted at a conspicuous location near the main entry to the site, prominently displaying these hour restrictions and identifying the phone # of the Job superintendent. (CDD-B)

Construction notes to be included with the Improvement Plans:

58. **Damaged Public Facilities.** Existing public facilities damaged during the course of construction or in an existing state of disrepair shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (CDD-E)

59. **Inspection Notice.** Contractor shall provide a minimum of 48 hours notice in advance of any required inspection. Any temporary suspension of work or returning to work for any reason shall be cause for the developer or contractor to telephone the Public Works Inspector at 831-768-3100. (CDD-E)

60. **Underground Utilities.** Prior to excavation, contractor shall locate all existing underground utilities. Call Underground Service Alert (U.S.A.) at 1-800-642-2444 to have utilities located and marked in the field. (CDD-E)

Prior to Final Inspection or Certificate of Occupancy, the following conditions shall be met:

61. **Statements of Compliance.** All project designer professionals who prepared plans for the project (*e.g.*, civil, structural, and geotechnical engineers) shall provide statements of compliance attesting that they have reviewed the completed project and that it was constructed in conformance with their recommendations and plans. Where special inspections and testing were involved, the letters of compliance shall be accompanied by inspection logs, testing and analysis that support the engineer's conclusions. (CDD-B-E)

62. **Landscaping Installation.** All landscaping and irrigation shall be installed and approved by Community Development Department staff. (CDD-P-E)

63. **Trash Removal.** All trash and construction debris shall be removed from the site. (CDD-B, PW)

Ongoing Conditions:

64. **Post Construction Stormwater Ordinance – Inspection, Maintenance and Annual Reporting.** Applicant shall perform inspections, maintenance to the post-construction stormwater management facilities and report to the City each year on these activities. (CDD-E, PW)

65. **Solid Waste Service.** All trash, recycling and greenwaste materials generated onsite shall be disposed of at a City-approved landfill or recycling center. The applicant shall contact the Solid Waste Division of the City Public Works Department to coordinate disposal of all trash, recycling and greenwaste materials. (PW)

66. **Trash Enclosure Maintenance.** Trash and recycling enclosure shall be maintained to the satisfaction of Watsonville Municipal Services. (PW)

67. **Lighting and Landscape Maintenance.** Lighting, landscaping and all other site improvements shall be maintained in perpetuity. Landscaping shall be maintained in good growing condition by a professional landscape maintenance company; and such maintenance shall include, where appropriate, weeding, mowing, pruning, cleaning, fertilizing and regular watering. All dead, dying and diseased vegetation shall be immediately replaced in kind. (CDD-P)

68. **Ongoing Maintenance.** Common (patio) areas, landscaping, street trees, driveways, parking spaces, walks, fences and walls shall be maintained on an ongoing basis by the property owner(s) for the entire development area. (CDD-P)

69. **Potential Attractive Pest Nuisance Avoidance.** To ensure trash enclosures do not attract nuisance pest species, such as Norway rat, raccoon, and opossum, the applicant shall develop a monitoring program to ensure trash areas are routinely cleaned and secured at night. (PW)

Future Sign Permit:

70. **Sign Permit.** Any new or proposed changes in the exterior signage for the premises shall require Sign and Building Permits through the Community Development Department. (CDD-P-B)

Indemnity Provision:

71. **Indemnity Provision.** The applicant shall sign a defense and indemnity contract agreeing to defend, indemnify, and hold harmless the City of Watsonville, its elected and appointed officials, officers, employees, and agents arising out Special Use Permit with Design Review and Environmental Review (PP2019-14), including but not limited to any approval or condition of approval of the City of Watsonville Planning Commission or City Council. The City shall promptly notify the applicant of any claim, action, or proceeding concerning this permit and the applicant and City shall cooperate fully in the defense of the matter. The City reserves the right to select counsel in the defense of the matter. (CA)

Key to Department Responsibility

CDD-B – Community Development Department (Building)
CDD-P – Community Development Department (Planning)
CDD-E – Community Development Department (Engineering)
CDD-H – Community Development Department (Housing)
PW – Public Works Department
WFD – Watsonville Fire Department
WPD – Watsonville Police Department
MBARD – Monterey Bay Air Resources District
CAT – City Attorney

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "C"

Application No: PP2019-14
APNs: 016-491-01, -02, & -03, & 016-111-44
Applicant: MidPen
Hearing Date: June 23, 2020

Applicant:	Elizabeth Nahas Wilson, MidPen Housing Corp.
Property Owner:	Michael C. Marchisio Trust, 19745 Oakmont Drive, Los Gatos, CA 95033 (APNs: 016-491-01, 016-491, and 016-111-44); Namvar & Shireen Dinyari, 299 Vista Drive, Watsonville, CA 95076 (APN: 016-491-03)
Project:	Special Use Permit/Specific Development Plan with Design Review and Environmental Review
Location:	139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, CA 95076
Purpose:	Allow the construction of the Miles Lane Project with a mix of residential and non-residential uses

A Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14) to allow the construction of the Miles Lane Project on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California (APNs 016-491-01, -02, & -03, & 016-111-44), was recommended for approval by the Planning Commission at a public hearing on May 5, 2020, and was reviewed by the City Council at a public hearing on June 23, 2020, and was conditionally approved by adoption of Resolution No. 121 -20 (CC) together with findings and conditions of approval attached hereto and made a part of this permit.

CITY OF WATSONVILLE
City Council

_____
Suzi Merriam
Community Development Director

ORDINANCE NO. 1407-20 (CM)

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING REZONING TO ESTABLISH A 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 AND EM (SPECIFIC PLAN) TO RM-2/PD FOR APPLICATION NO. PP2019-14 FILED BY MIDPEN HOUSING CORPORATION TO CONSTRUCT A 72 UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT ON A 4.7± ACRE PARCEL LOCATED AT 139, 141, 161 MILES LANE AND 201 KIMBERLY LANE, WATSONVILLE, AND DIRECTING CHANGES BE MADE ON THE ZONING MAP OF THE CITY OF WATSONVILLE (REQUIRES AT LEAST 5 AFFIRMATIVE VOTES PER SECTION 14-16.2507 OF THE WATSONVILLE MUNICIPAL CODE)

WHEREAS, on January 16, 2019, Elizabeth Nahas Wilson with MidPen Housing Corporation, applicant, on behalf of the Michael C. Marchisio Trust and Namvar & Shireen Dinyari, property owners, submitted Application No. PP2019-14 to rezone Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 presently zoned RM-2 Multiple Residential District (Medium Density) with a General Plan Designation of RM-2 and EM (Specific Plan) to establish a Planned Development Overlay so as to rezone said parcels to RM-2/PD for the construction of a (72) seventy-two unit multi-family affordable housing development on a 4.7±-acre parcel located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville; and

WHEREAS, on June 12, 2019, the applicant amended the entitlement application to include a request for adopting a Planned Development Overlay District to allow the modification of building setback regulations. The applicant indicates that this request is necessary to ensure the feasibility of the proposed treatment facilities and affordable housing development; and

WHEREAS, on February 28, 2020, the applicant revised the project plans to remove two buildings and associated retaining walls on steep slopes. This change was based on reducing construction costs. The applicant also revised the project plans to increase the overall number of dwelling units from 61 to 72 by adding a third story to five buildings. As one of the buildings now exceeds the maximum height limit of 40 feet, the applicant requests a height limit modification to allow this building with a height of 48 feet; and

WHEREAS, the applicant further amended and clarified the entitlement application requests at this time. The applicant indicated that the Planned Development process would also be used "to modify density and use." Modifications to district regulations may be requested using the Planned Development process rather than as concessions per state Density Bonus law. Altogether, requested modifications to district regulations include a mix of allowable uses onsite (i.e., residential and non-residential), an increase in maximum building height, a reduction of minimum building setbacks, and a reduction of minimum net land area per unit requirements; and

WHEREAS, certain project features are not permitted by the current zoning in that the project represents a departure from certain regulations of the RM-2 District; and

WHEREAS, the Planned Development District Regulations of Part 25 of Chapter 16 of Title 14 of the Watsonville Municipal Code (commencing with Section 14-16.2500) establish a procedure to change specific District Regulations (described in Section 14-16.2503 of the Watsonville Municipal Code where appropriate if eligible under Section 14-16.2504 and the findings required by Section 14-16.2508 of the Watsonville Municipal Code can be made; and

WHEREAS, the area affected is depicted on Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, implementation of this Planned Development Overlay Ordinance on the subject properties will carry out public objectives more fully; and

WHEREAS, on May 5, 2020, the Watsonville Planning Commission adopted Resolution No. 12-20 (PC) recommending, in part, that the City Council adopt an Ordinance designating the properties located at 139, 141, 161 Miles Lane and 201 Kimberly Lane with RM-2/PD; and

WHEREAS, notice of time and place of hearing for approval of the rezoning to establish the Planned Development Overlay District was given at the time and in the manner prescribed by the Zoning Ordinance pursuant to Section 14-10.900 of the Watsonville Municipal Code; and

WHEREAS, the City Council has considered all written and verbal evidence, and the matter submitted for decision.

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

1. That the City Council does hereby approve Rezoning to establish a Planned Development Overlay District on Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 presently zoned RM-2 Multiple Residential District (Medium Density) with General Plan Designation of RM-2 and EM (Specific Plan) to RM-2/PD which is consistent with Planned Development Rezoning Findings, attached hereto and identified as Exhibit "A," for Application No. PP2019-14 filed by MidPen Housing Corporation for the construction of a (72) seventy-two unit multi-family affordable housing

development on a 4.7±-acre parcel located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville.

2. That the City Clerk is hereby authorized and directed to make changes upon that portion of the official "Zoning Map of the City of Watsonville" as shown on Exhibit "B," a copy of which is attached hereto, and designates the ordinance number and effective date of the ordinance authorizing the change and to depict said lot lines on the Zoning Map once the subdivision map is recorded.

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 thirty (30) days after its final adoption.

****

The foregoing ordinance was introduced at regular City Council meeting of the City of Watsonville, held on the **23rd** day of **June**, **2020**, by Member **Hernandez**, who moved its adoption, which motion being duly seconded by Member **Gonzalez**, was upon roll call carried and ordered printed and published by the following vote:

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

Rebecca J. García
Rebecca J. García, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. **1407-20** (CM)

The foregoing ordinance, having been printed and published as required by the Charter of the City of Watsonville, and coming on for final consideration at the regular meeting of the Council of the City of Watsonville, held on the **7th** day of **July**, **2020**, by Member **Hurst**, who moved its adoption, which motion being duly seconded by Member **Parker**, was upon roll call carried and the ordinance finally adopted by the following vote:

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

Rebecca J. García, Mayor

ATTEST:

City Clerk

July 9, 2020
Date

EFFECTIVE DATE:
August 6, 2020

****

CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, in the County of Santa Cruz, State of California, hereby certify that the attached Ordinance No. 1407-20 (CM) is a true and correct copy of the original of said ordinance as it appears upon the official records of said City of Watsonville.

Beatriz Vázquez Flores, City Clerk

Date July 9, 2020

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "A"

Application No: PP2019-14
APNs: 016-491-01, -02, & -03, & 016-111-44
Applicant: MidPen
Hearing Date: June 23, 2020

PLANNED DEVELOPMENT OVERLAY DISTRICT FINDINGS (WMC § 14-16.2508)

The following findings apply to the portion of the project site in which a Planned Development (PD) Overlay District shall be combined with the underlying RM-2 Zoning District to allow the development of the Miles Lane Project, consisting of 72 affordable housing units (owned and operated by MidPen) and the replacement of an existing residential substance abuse treatment facility with a new residential substance abuse treatment facility and new outpatient rehabilitation facility (owned and operated by Encompass).

1. The District is consistent with the General Plan and/or the Local Coastal Land Use Plan, and/or adopted area plans when applicable.

Supportive Evidence
The developable portion of the project site is designated Residential Medium Density on the General Plan Land Use Diagram, which allows a density range of 8 to 13.99 units per acre. Per state law, the project is eligible for a density bonus of up to 80 percent greater than the maximum allowed because it is a 100 percent affordable housing project. The project would not result in a residential density that exceeds the maximum allowed per state Density Bonus law and would help accomplish the community's affordable housing goals in the Housing Element.

A small portion of the project site is designated Environmental Management. This area corresponds with the portion of the upper reaches of the Watsonville Slough that runs through the low-lying portion of the site and has been set aside for the protection and preservation of natural resources, such as wetlands, sloughs, and wildlife habitat. No development is proposed within this area.

2. The District is consistent with the purposes of WMC Chapter 14-16 and other applicable sections of Title 14.

Supportive Evidence
The PD process can be used to make modifications to subdivision and zoning district development standards for project sites that exceed one acre. The purpose of the PD process is to provide a technique to foster development plans which serve public objectives more fully than development plans permitted under conventional zoning regulations. A PD Overlay District may provide for modifications on district regulations, such as to building setbacks, building height, lot area, parking, and use.

The proposed project serves public objectives more fully than development plans permitted under conventional zoning regulations, in that proposed site layout, orientation and location of buildings, clustered development away from riparian areas, vehicular access, pedestrian circulation, parking, setbacks, common open space areas and communal amenities, and similar elements have been designed to create an attractive, livable project which addresses the housing needs of the City without having a negative effect on nearby neighborhoods and natural open spaces.

3. The General Development Plan includes planned variations to underlying district regulations which serve public purposes to an equivalent or higher degree than would underlying district regulations.

Supportive Evidence

Variations from conventional development standards are justified as the project is designed in a manner which offers amenities that enhance neighborhood quality, in general, and provides additional open space greater than what would be permitted by the underlying district regulations. The following is a list of project features that are considered a public benefit and, therefore, provide justification for a Planned Development:

- A centrally located community building that would provide the following amenities: a community room and kitchen, a computer lab, a Learning Center for afterschool programming, a laundry room, and property manager and service manager offices; and
- Multiple recreation facilities, including a 1,075 square-foot play space with climbing structure, 5,284 square feet of artificial turf for recreational activities, 930 square-foot courtyard with tables and BBQ, a 3,000 square-foot community garden with raised beds, and a 380 square-foot observation patio;
- Clustering development away from the perennial stream onsite and maximizing the developable land are for a mix of land uses compatible with the surrounding neighborhood;
- Providing 72 affordable housing units; and
- Providing in/outpatient substance use disorder treatment program facilities.

4. The General Development Plan can be coordinated with existing and proposed development of surrounding areas.

Supportive Evidence

The proposed project allows infill housing in a manner consistent with existing and planned nearby residential neighborhoods. Single- and multi-family dwellings comprise nearby residences. Several apartment buildings are located across the street from the project site at 130, 136, and 154 Miles Lane.

5. The General Development Plan, overall, provides an amenity level and amount of open space greater than what would have been permitted by the underlying district regulations.

Supportive Evidence

The proposed project provides, overall, amenities greater than would be permitted by the underlying district regulations. The project provides multiple

recreation facilities, including a 1,075 square-foot play space with climbing structure, 5,284 square feet of artificial turf for recreational activities, 930 square-foot courtyard with tables and BBQ, a 3,000 square-foot community garden with raised beds, and a 380 square-foot observation patio. In addition, the project includes a centrally located community building that would provide the following amenities: a community room and kitchen, a computer lab, a Learning Center for afterschool programming, a laundry room, and property manager and service manager offices. In addition, the project layout permits a large portion of the site to remain natural open space.

6. **If applicable, a final subdivision map for the proposed planned development shall be recorded within two years of the expected date of adoption of the General Development Plan for the planned development.**

Supportive Evidence
Not applicable. The proposed project does not involve recordation of a final subdivision map.

7. **The General Development Plan is planned so that the total development in each individual development phase can exist as an independent unit; adequate assurance will be provided that such objective will be attained; that the uses proposed will not be detrimental to present and planned surrounding uses, as shown in the General Plan, but will have a beneficial effect which could not be achieved without being located in a PD District.**

Supportive Evidence
The PD Overlay District would allow a mix of residential and non-residential uses. The project involves providing infill affordable housing within an existing neighborhood on land designated for residential development. The project also involves replacing the existing residential substance abuse treatment facility at 161 Miles Lane with a new residential substance use disorder treatment facility and an outpatient rehabilitation facility. These facilities provide a valuable service for the community and are complementary with the affordable housing component of the project.

8. **The General Development Plan includes streets and thoroughfares, suitable and adequate to carry anticipated traffic, and the proposed densities will not generate traffic in such amounts as to overload the street network outside the development.**

Supportive Evidence
The proposed project would not generate traffic in such an amount that would overload the street network outside the development. An Initial Study has been prepared for the proposed project, which includes a Traffic Impact Study. Transportation-related impacts were found to be less than significant with mitigation incorporated. Identified measures that mitigate potential impacts to Auto Center Drive and Marin Street Intersection have been included as conditions of approval.

9. The General Development Plan is designed so that existing or proposed utility services and facilities and other public improvements are adequate for the population densities and land uses proposed.

Supportive Evidence

An Initial Study has been prepared for the proposed project. Section 6.15 of the Initial Study assesses the potential impacts to public services and utilities from the proposed project. No significant impacts were identified. In addition, the applicant is required to pay impact fees, which are a one-time charge paid to the City by developers to offset the additional public service costs of new developments.

10. The General Development Plan is designed so that proposed ratios for off-street parking are consistent with parking regulations.

Supportive Evidence

The minimum parking requirement for residential projects with apartment units is a one carport and one open parking space per dwelling unit, pursuant to Section II.A.2 of the Residential Development Standards and WMC Section 14-17.201(a)(3). In addition, the minimum guest parking requirement for apartments with up to 75 units is one space per four bedrooms. The proposed project is not required to be consistent with these parking requirements, because state Density Bonus law has established lower standards for affordable housing projects eligible for a density bonus. WMC Section 14-47.110(f) sets forth these lower parking requirements consistent with state law, as follows:

- Zero to one bedroom: one on-site parking space;
- Two to three bedrooms: two on-site parking spaces; and
- Four and more bedrooms: two and one-half parking spaces.

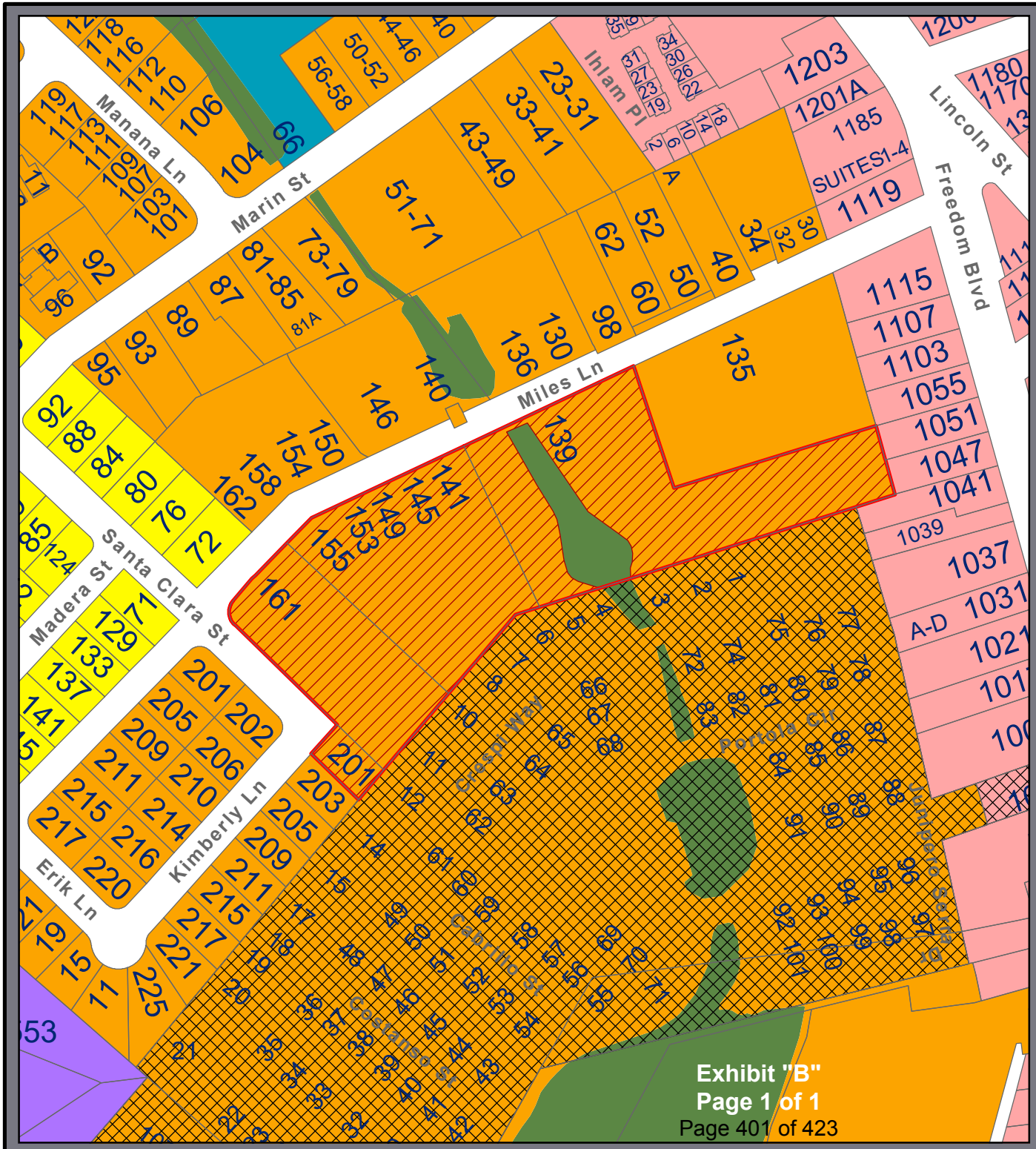
Table 4a in the staff report provides a breakdown of the minimum parking requirement for the affordable housing component of the project. As shown in this table, a minimum of 109 would be required. However, the project provides seven fewer parking spaces and the applicant has requested a concession under state Density Bonus law to allow the parking standard for the proposed studio units to have a parking ratio of 0.565 spaces. The challenging site topography and natural areas minimize the developable portion of the site. Without a parking reduction, the applicant would have to expand the amount of level surfaces necessary for constructing parking stalls, which would require costly site improvements (e.g., retaining walls, soil excavation, offhauling). MidPen further indicates in the Density Bonus Housing Plan that this ratio is based on the parking demand at other affordable housing development in Santa Cruz County, such as the Jessie Street Apartment in Santa Cruz, St. Stephen Senior Housing in Live Oak, Aptos Blue in Aptos, and Sunny Meadows in Watsonville

11. The General Development Plan will not have a detrimental and unmitigatable financial impact on the City.

Supportive Evidence

The project would provide 72 affordable housing units, which would help the City accomplish the community's affordable family housing goals in the Housing

Element. As mentioned previously, the applicant is also required to pay impacts fees to offset the additional public service costs of new developments.



Miles Lane Project

Proposed Zoning

Major Projects

- 131-161 Miles Ln

Zoning

- R-1P: Planned Single Family Residential
- R-1: Single Family Residential-Low Density
- RM-2: Multiple Residential-Medium Density
- RM-3: Multiple Residential-High Density
- CC: Central Commercial
- CCA: Central Commercial Core Area
- CN: Neighborhood Commercial
- CNS: Neighborhood Shopping Center
- CO: Office
- CT: Thoroughfare Commercial
- CV: Visitor Commercial
- IG: General Industrial
- IP: Industrial Park
- N: Institutional
- PF: Public Facilities
- EM-OS: Environmental Mgnt. Open Space-Private Land
- CZ-A: Coastal Zone-A
- CZ-B: Coastal Zone-B
- CZ-C: Coastal Zone-C
- CZ-D: Landfill
- CZ-E: Coastal Zone-E
- R-MP: Residential Manufactured Home Park District
- PD: Planned Development
- Parcel

N

1 inch = 200 feet

Prepared by Watsonville GIS Center 6/02/2020 ([20-062] Proposed PD Zoning Amendment).

This Document is a graphic representation using the best currently available sources. The City of Watsonville assumes no responsibility for any errors.

RESOLUTION NO. _____ (CM)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A TIME EXTENSION AND MINOR PERMIT MODIFICATION (PP2022-3320) FOR THE ENCOMPASS COMMUNITY SERVICES PORTION OF THE MILES LANE PROJECT (PP2019-14) ON A 0.99-ACRE SITE LOCATED AT 161 MILES LANE (APN: 016-491-07)

WHEREAS, On June 23, 2020, the City Council of the City of Watsonville took the following actions:

- adopted Resolution No. 120-20 (CM) approving (1) the Mitigated Negative Declaration (PP2019-14) for the Miles Lane Project a 4.7± Acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, California (APNs 016-491-01, -02, & -03, & 016-111-44); and (2) concurrently approving a Mitigation Monitoring and Reporting Program for the Project, in accordance with the California Environmental Quality Act (Attachment 4); and
- adopted Resolution No. 121-20 (CM) approving a Lot Line Adjustment, Density Bonus, and Special Use Permit/Specific Development Plan with Design Review and Environmental Review (PP2019-14) to allow construction of the Miles Lane Project, which included a substance abuse facility and 72 affordable housing units, on a 4.7± acre site located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville (APNs 016-491-01, -02, & -03, & 016-111-44) (Attachment 5); and
- introduced Ordinance No. 1407-20 (CM) to adopt a Planned Development Overlay District on the underlying residential district for Santa Cruz County Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 and direct changes on the Zoning Map of the City of Watsonville (Attachment 6); and

WHEREAS, on July 7, 2020, the City Council of the City of Watsonville adopted Ordinance No. 1407-20 (CM) establishing a Planned Development Overlay District on the underlying residential district for Santa Cruz County Assessor's Parcel Numbers 016-491-01, -02, & -03, & 016-111-44 and directing changes to the Zoning Map of the City of Watsonville; and

WHEREAS, on April 18, 2022, Encompass Community Services, applicant, on behalf of the owner of the property located at 161 Miles Lane (APN: 016-491-07), requested issuance of a Time Extension with Minor Permit Modification (PP2022-3320). The application includes a request for a one-year entitlement extension for the Encompass portion of the Miles Lane Project (noted on the plan set as "Encompass Residential" and "Encompass Outpatient" buildings) and minor permit modifications. Minor permit modifications include a 400± square foot addition and minor changes to the approved elevations of the Encompass Residential building and to the floor plans of both buildings; and

WHEREAS, the applicant submitted their application and fee on April 18, 2022, 67 days prior to the June 23, 2022, expiration date for the entitlements granted under PP2019-14; and

WHEREAS, the applicant has made significant progress towards initiating the construction phase of the project, but in order to best serve their clients and community, they are creating and implementing a transition plan that helps them avoid a two-phase project that would significantly extend construction time; and

WHEREAS, an extension to the current entitlements would allow Encompass Community Services the time and flexibility to sustain their programming and apply for building permits before the end of 2022; and

WHEREAS, notice of time and place of the hearing to consider approval of Application No. PP2022-3320 was given at the time and in the manner where appropriate public noticing procedures have been followed and a public hearing was held according to Section 14-10.900 of the Watsonville Municipal Code; and

WHEREAS, the City Council has considered all evidence received, both oral and documentary, and the matter was submitted for decision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the City Council does hereby approve the one-year Time Extension and Minor Design Modification (PP2022-3320), subject to the Conditions of Approval attached hereto and marked as Exhibit “A,” for the Encompass Community Services portion of the Miles Lane Project located at 161 Miles Lane (APN: 016-491-07).

****

CITY OF WATSONVILLE
CITY COUNCIL

EXHIBIT "A"

Application No: PP2022-3320
APN: 016-491-07
Applicant: Encompass Community Services
Hearing Date: September 13, 2022

SPECIFIC DEVELOPMENT PLAN/SPECIAL USE PERMIT WITH DESIGN REVIEW & LOT LINE ADJUSTMENT CONDITIONS OF APPROVAL

General Conditions:

1. **Approval.** This approval applies to the Plan Set identified as "Miles Lane Housing" located at 139, 141, 161 Miles Lane and 201 Kimberly Lane, Watsonville, CA 95076, dated and received by the Community Development Department on February 28, 2020, and filed by Elizabeth Nahas Wilson with MidPen Group, Inc., applicant, on behalf of Michael C. Marchisio Trust (APNs 016-491-01, 016-491-02, and 016-111-44) and Namvar & Shireen Dinyari (APN 016-491-03), property owners. (CDD-P)

2. **Conditional Approval Timeframe.** This Special Use Permit shall be null and void if not acted upon within 12~~2~~**4 months** from the effective date of the approval thereof (September 13, 2023). ~~Time extensions may be considered upon receipt of written request submitted no less than forty-five (45) days prior to expiration and in accordance with the provisions of Section 14-10.1201 of the Watsonville Municipal Code (WMC).~~ No further extensions may be granted by the Zoning Administrator or by the final hearing body (WMC §14-10.1201(a)). (CDD-P)

3. **Modifications.** Modifications to the project or conditions imposed may be considered in accordance with WMC Sections 14-12.1000 and 14-10.1305. All revisions shall be submitted prior to field changes and are to be clouded on the plans. (CDD-P)

4. **Substantial Compliance.** Project development shall be accomplished in substantial accordance with the approved Plan Set. Any required revisions to the Plan Set shall be completed to the satisfaction of the Community Development Director or designee. (CDD-P)

5. **Grounds for Review.** The project shall be in compliance with the conditions of approval, all local codes and ordinances, appropriate development standards, and current City policies. Any deviation will be grounds for review by the City and may possibly result in revocation of the Special Use Permit or Design Review Permit, pursuant to Part 13 of WMC Chapter 14-10, or other code enforcement actions, pursuant to WMC Chapter 14-14. (CDD-P)

6. **Appeal Period/Effective Date.** This Special Use Permit with Design Review shall not be effective until **14 days** after approval by the decision-making body or following final action on any appeal. (CDD-P)

7. **Necessary Revisions.** The applicant shall make and note all revisions necessary to comply with all conditions of approval. The applicant shall certify in writing below the list(s) of conditions that the building plans comply with the conditions of approval. (CDD-P)

8. **Conditions of Approval.** A copy of the final conditions of approval must be printed on the first or second sheet of plans submitted for future permits. ***Plans without the conditions of approval printed directly on the first or second page will not be accepted at the plan check phase.*** (CDD-P)

9. **Required Statement.** The applicant and contractor who obtains a building permit for the project shall be required to sign the following statement, which will become conditions of the building permit:

   "I understand that the subject permit involves construction of a building (project) with an approved Special Use Permit with Design Review. I intend to perform or supervise the performance of the work allowed by this permit in a manner which results in a finished building with the same level of detail, articulation, and dimensionality shown in the plans submitted for building permits. I hereby acknowledge that failure to construct the building as represented in the building permit plans, may result in delay of the inspections process and/or the mandatory reconstruction or alteration of any portion of the building that is not in substantial conformance with the approved plans, prior to continuation of inspections or the building final."

   Signature of Building Contractor: _____

   Date:_____

Affordable Housing Condition:

10. **Density Bonus (Affordable) Housing Agreement.** The applicant shall record a Density Bonus Housing Agreement prior to issuance of a building permit. The Council, by Resolution, shall process, review, and consider the Density Bonus Housing Agreement in the same manner it considers Affordable Housing Agreements pursuant to WMC Section 14-46.110. (CDD-P-H, CA)

CEQA Environmental Document Filing Fee Condition:

11. **CDFW Filing Fee.** The California Department of Fish and Wildlife (CDFW) imposes and collects a filing fee to defray the costs of managing and protecting

California's fish and wildlife resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, and developing monitoring programs. The applicant shall pay the fee for filing the Mitigated Negative Declaration (MND). (CDD-P)

Lot Line Adjustment Conditions:

12. **Legal Description.** The applicant shall prepare and submit legal descriptions for the revised parcel boundaries approved by this action, including a description of the trail access easement. (CDD-E)

13. **Certificate of Compliance and Recordable Map.** Prior to preparing and recording a certificate of compliance the applicant shall submit a legal description and geometric closure calculations for the exterior boundary of the three lots along with a recordable map presenting the metes and bounds of the legal description. (CDD-E)

Building and Fire-related Conditions:

14. **Required Permits.** The applicant shall obtain all required building permits(Building, Electrical, Plumbing, Mechanical, Grading, etc.) for this project. (CDD-B-E)

15. **Building Code.** Project construction shall comply with the California Building Code as adopted by the City. (CDD-B)

16. **Fire Code.** Project construction shall comply with California Fire Code as adopted by the City. (WFD)

17. **Energy Efficiency.** The project design shall conform with energy conservation measures articulated in Title 24 of the California Administrative Code and will address measures to reduce energy consumption such as low-flow showerheads, flow restrictors for toilets, low consumption lighting fixtures, and insulation and shall use drought tolerant landscaping. (CDD-B)

18. **Floodplain Development Permit.** The applicant shall obtain a Floodplain Development Permit prior to issuance of a building permit, in accordance with WMC Section 9-2.400. (CDD-E, PW)

Prior to or concurrent with the issuance of a Building Permit, the following requirements shall be met:

19. **Engineering Comments/Corrections.** The applicant shall revise the project plants in accordance with the comments/corrections provided by David Caneer, Principal Engineer, dated March 27, 2020. (CDD-E)

20. **Colors & Materials.** Plans submitted for building permit shall indicate that all final colors and materials shall be consistent with the colors and materials approved by this permit. (CDD-P)

21. **Landscaping & Irrigation Plan.** The applicant shall submit three copies of the final Landscaping and Irrigation Plan for review and approval by the Community Development Director prior to issuance of a building permit. The Landscaping Plan shall provide drought-tolerant plants suitable for the Central Coast region. The Irrigation Plan shall provide an automatic water system (e.g., drip system) to irrigate all landscape areas. (CDD-B-E-P)

    a. LANDSCAPING – The Landscape Plan shall indicate the types, quantities, locations and sizes of all plant material, including any existing major vegetation designated to remain and method of protecting planting areas from vehicular traffic. The Landscape Plan shall be drawn to scale, and plant types shall be clearly located and labeled. The plant list shall give the botanical name, common name, gallon sizes to be planted, and quantity of each planting. A minimum of 25 percent of all shrub material shall have a minimum 5-gallon container size. (CDD-E-P)

    b. IRRIGATION SYSTEM – Automatic, low-flow irrigation system(s) shall be installed in all landscaped areas. Irrigation shall be programmed for night or early morning hours in order to minimize evaporation. (CDD-P)

    c. WATER CONSERVATION – The project shall utilize water conservation, water recycling, and xeriscaping to the maximum extent possible. Irrigation systems shall be designed and maintained to avoid run-off, over-spray, or other similar conditions where water flows to waste. (CDD-B-E-P)

    d. NEW TREES – As proposed in the preliminary landscape plans, the project shall provide a minimum of **101 trees**.

    e. LANDSCAPE & IRRIGATION INSTALLATION – All landscaping and irrigation shall be approved and installed prior to occupancy of the project. (CDD-P)

    f. WATER EFFICIENT LANDSCAPE ORDINANCE – The applicant shall submit a landscape documentation package and demonstrate compliance with the California Model Water Efficient Landscape Ordinance, pursuant to WMC Section 6-3.801. (CDD-P, -E)

22. **Lighting.** Plans submitted for building permit issuance shall show the locations and details of any exterior lighting fixtures. All lighting shall be downward facing and/or shielded and shall not spillover onto adjacent property, public roadways, and/or riparian habitat. (CDD-P)

23. **Trash Enclosure.** The trash enclosure shall conform with City of Watsonville Public Improvement Standard No. S-602, and is subject to review and approval by the Community Development Department. (CDD-P-E, PW)

24. **Street Frontage Improvements.** The applicant shall install street improvements (i.e., driveways, sidewalk, curb & gutter) where absent along the project street frontage (e.g., along Santa Clara Street and Kimberly Lane). The applicant shall also replace any and all existing street improvements that do not meet City standards and/or are in need of repair. (CDD-E)

25. **Utility Connection.** The project shall connect to City utilities. (CDD-E)

26. **On/Off Site Permit.** Separate On/Off Site Permits are required for work in the public right-of-way and on the project site. The applicant shall obtain an encroachment permit for all off-site work. (CDD-E)

27. **Mechanical Equipment Screening.** All new mechanical equipment and appurtenances, including gas and water meters, electrical boxes, roof vents, air conditioners, antennas, etc. visible from the public way and from adjacent properties, shall be screened with material compatible with the materials of the building and shall be subject to the approval of the Zoning Administrator. (CDD-P)

28. **Post Construction Stormwater Ordinance.** The project is subject to the WMC Section 6-3.535 (Post Construction Requirements). The applicant shall prepare a stormwater control plan (SWCP) that demonstrates compliance with the ordinance to the satisfaction of the City Engineer, prior to issuance of a building permit. (CDD-E)

29. **Address Assignment.** Prior to building permit issuance, complete and submit an application for address assignment. (CDD-E)

30. **Nesting Bird Avoidance or Conduct Preconstruction Surveys (Mitigation Measure BIO-1).** If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds, a focused survey for active nests of such birds shall be conducted by a qualified biologist within seven (7) days prior to the beginning of project-related activities. The results of the survey shall be sent to the City of Watsonville prior to the start of project activities. The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos. Nesting seasons are typically defined as follows: i) March 15 to August 30 for smaller bird species such as passerines; ii) February 15 to August 30 for raptors.

    The following measures shall be taken to avoid potential inadvertent destruction

or disturbance of nesting birds on and near the project site as a result of construction-related vegetation removal and site disturbance

- To avoid impacts to nesting birds, all construction-related activities (including but not limited to mobilization and staging, clearing, grubbing, vegetation removal, fence installation, demolition, and grading) shall occur outside the avian nesting season (generally prior to February 1 or after August 31). Active nesting is present if a bird is sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest.

- If construction-related activities are scheduled to occur during the nesting season (generally February 1 through August 31), a qualified biologist shall conduct a habitat assessment and preconstruction nesting survey for nesting bird species no more than seven (7) days prior to initiation of work. A qualified wildlife biologist is an individual who possesses, at a minimum, a bachelor's or advanced degree, from an accredited university, with a major in biology, zoology, wildlife biology, natural resources science, or a closely related scientific discipline, at least two years of field experience in the biology and natural history of local plant, fish, and wildlife resources present at the development site, and knowledge of state and federal laws regarding the protection of sensitive and endangered species. The qualified biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures of birds known to nest in the project site. Surveys shall be conducted at the appropriate times of day during periods of peak activity (i.e., early morning or dusk) and shall be of sufficient duration to observe movement patterns. Surveys shall be conducted within the Project area and 250 feet of the construction limits for nesting non-raptors and 1,000 feet for nesting raptors, as feasible. If the survey area is found to be absent of nesting birds, no further mitigation would be required. However, if project activities are delayed by more than seven (7) days, an additional nesting bird survey shall be performed.

- If pre-construction nesting bird surveys result in the location of active nests, no site disturbance (including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, fence installation, demolition, and grading), shall take place within the buffer zone established under BIO-2. Monitoring, by a qualified biologist, shall be required to ensure compliance with the relevant California Fish and Game Code requirements. Monitoring dates and findings shall be documented. Active nests found inside the limits of the buffer zones or nests within the vicinity of the project site showing signs of distress from Project activity, as determined by the qualified biologist, shall be monitored daily during the duration of the Project for changes in breeding behavior. If changes in behavior are observed (e.g., distress, disruptions), the buffer shall be immediately adjusted by the qualified biologist until no further interruptions to breeding behavior are detected. The nest protection buffers may be reduced if the qualified biologist determines in

compliance with CDFW permit requirements (if any) that construction activities would not be likely to adversely affect the nest. If buffers are reduced, twice weekly monitoring may need to be conducted to confirm that construction activity is not resulting in detectable adverse effects on nesting birds or their young. The qualified biologist may implement an alternative monitoring schedule depending on the construction activity, season, and species potentially subject to impact, subject to compliance with CDFW permits (if any). Construction shall not commence within the prescribed buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use. A report of the findings will be prepared by a qualified biologist and submitted to the City prior to the initiation of construction-related activities that have the potential to disturb any active nests during the nesting season.

- City staff will not issue permits for ground disturbing activities until after the site has been surveyed by a qualified biologist to ensure that no active nest disturbance or destruction will occur as a result of the project. If necessary, nest protection buffers will be fenced off and active nest monitoring will be initiated prior to permit issuance. (CDD-P-E, PW)

31. **Active Nest Buffer (Mitigation Measure BIO-2).** The applicant shall designate active nests as "Ecologically Sensitive Areas" (ESA) and protect the nest (while occupied) during project activities with the establishment of a fence barrier surrounding the nest site.

    - Buffer distances for bird nests should be site specific and an appropriate distance, as determined by the qualified biologist. The buffer distances should be specified to protect the bird's normal behavior to prevent nesting failure or abandonment.
    - The qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.
    - Typical protective buffers between each identified nest site and construction site are as follows: 1) 300 feet for hawks, owls and eagles; 2) 50 feet for passerines.
    - The qualified biologist shall monitor the behavior of the birds (e.g., adults and young, when present) at the nest site to ensure that they are not disturbed by project activities.
    - Nest monitoring shall continue during project work until the young have completely left the nest site; as determined by the qualified biologist.
    - No habitat removal or modification shall occur within the ESA-fenced nest zone until the young have fully fledged and will no longer be adversely affected by the project. (CDD-P-E, PW)

32. **California Red-Legged Frog and Western Pond Turtle Avoidance**

(MitigationMeasure BIO-3). Implementation of the following mitigation measure would reduce potential impacts to CRLF and WPT to less-than-significant:

- Silt fencing and orange construction fencing shall be erected along the project boundary, running parallel north to south along the perennial stream and around the seep wetland. The northern and southern ends of the silt and orange construction fencing shall extend at least 50 feet beyond the project site boundary to close off the work area. The bottom 4-6 inches of the fencing shall be buried to prevent wildlife from burrowing under the fence, allowing frogs or turtles entry to the work areas.
- Once the fences are erected and within 48 hours of initiating project construction, a qualified wildlife biologist (as defined under Mitigation Measure BIO-1 shall conduct a preconstruction survey of the project site in the vicinity of the fences to ensure that no frogs or turtles are trapped inside the project construction zone. During this preconstruction survey the biologist shall also inspect the fence to make sure it is installed correctly. The project lead (i.e. foreman) should alert the biologist if the exclusion fence is damaged and/or otherwise non-functioning and initiate repairs as soon as possible. In consultation with the qualified biologist, the project lead may also initiate a second survey to relocate any CRLF or WPT within the project fencing to outside the work area.
- Finally, a qualified biologist shall provide project contractors and construction crews with a worker-awareness program and oversee the placement of CRLF or WPT exclusion fencing before any work within aquatic habitats or adjacent upland habitats where CRLF or WPT have potential to occur. This program shall include a description of the species and its habitats, legal status and required protection, and all applicable mitigation measures. (CDD-P-E, PW)

33. **Wetland Avoidance and BMP Implementation (Mitigation Measure BIO-4).** Prior to grading, sturdy construction fencing shall be placed along the development boundaries and no construction activities shall be allowed outside of those boundaries. A qualified biologist shall confirm the extent to which jurisdictional wetlands will be impacted by the project. The biologist shall provide a written report, including photos, to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no more than 30 days after this visit. (CDD-E, PW)

34. **Develop and Implement a Habitat Restoration Plan (Mitigation Measure BIO-5).** The applicant shall develop and implement a Habitat Restoration Plan to be submitted and approved by the City of Watsonville prior to the issuance of final grading plans to mitigate for direct impacts to the willow woodland. The plan will address the following:

    - In order to mitigate for 0.040 acres removal of willow riparian habitat the Habitat Restoration Plan shall provide a minimum of 0.120 acres (a 3:1 ratio)

of habitat restoration and enhancement the site.

- The plan shall include performance criteria against which to measure the project's success, a minimum of five years of maintenance and monitoring shall be included in order to demonstrate attainment of the performance criteria, and yearly status reports to be submitted to the City of Watsonville, and, to the extent required by project permits, to the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife no later than December 31 of the year that monitoring occurred.

35. **Conduct Archaeological Sensitivity Training for Construction Personnel (Mitigation Measure CUL-1).** The Applicant shall retain a qualified professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards to conduct an archaeological sensitivity training for construction personnel prior to commencement of excavation activities. The training session shall be carried out by a cultural resource professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The Applicant and/or qualified professional archaeologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City at least 48 hours before holding the training and keep a log of all attendees. The training session shall include a handout and shall focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and the general steps a qualified professional archaeologist would follow in conducting a salvage investigation, if one is necessary. (CDD-P,-E, PW)

36. **Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered (Mitigation Measure CUL-2).** In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities will not be allowed to continue until a qualified archaeologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Monitored work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. In the event that the newly discovered artifacts are determined to be prehistoric, Native American Tribes/Individuals shall be contacted and consulted, and Native American construction monitoring shall be initiated. The Applicant and City shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis. (CDD-P,-E, PW)

37. **Conduct Archeological Resource Spot Check during Grading and Earth-moving Activities in Younger Alluvial Sediments (Mitigation Measure CUL-3).** The Applicant shall retain an archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards (qualified archaeologist) to conduct an archaeological spot check after excavation has reached two feet below ground surface. The check shall determine if excavations have exposed archaeological resources, or if there is significant potential remaining for discovery. Additional spot checks may be required at the discretion of the monitoring archaeologist. If archaeological resources are discovered during a spot check, a qualified archaeological monitor shall be required to monitor all subsequent ground moving activity. Multiple earth-moving construction activities may require multiple archaeological monitors, as deemed appropriate by the qualified archaeologist. (CDD-P,-E, PW)

38. **Prepare Report Upon Completion of Monitoring Services (Mitigation Measure CUL-4).** The archaeological monitor, under the direction of a qualified professional archaeologist who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards, shall prepare a final report at the conclusion of archaeological monitoring (if required). The report shall be submitted to the Applicant, the NWIC, the City, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report shall include a description of resources unearthed, if any, evaluation of the resources with respect to the California Register and CEQA. (CDD-P,-E, PW)

39. **Cease Ground-Disturbing Activities and Notify County Coroner If Human Remains Are Encountered (Mitigation Measure CUL-5).** If human remains are unearthed during implementation of the proposed project, the County of Santa Cruz and the Applicant shall comply with State Health and Safety Code Section 6050.5. The County of Santa Cruz and the Applicant shall immediately notify the County Coroner and no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). After the MLD has inspected the remains and the site, they have 48 hours to recommend to the landowner the treatment and/or disposal, with appropriate dignity, the human remains and any associated funerary objects. Upon the reburial of the human remains, the MLD shall file a record of the reburial with the NAHC and the project archaeologist shall file a record of the reburial with the CHRIS-NWIC. If the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner rejects the recommendation of the MLD and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native

American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. (CDD-P,-E, PW)

40. **California Building Code (Mitigation Measure GEO-1).** All construction activities shall meet the California Building Code regulations for seismic safety. Construction plans shall be subject to review and approval of the City prior to the issuance of a building permit. All work shall be subject to inspection by the City and must conform to all applicable code requirements and approved improvement plans prior to final inspection approval or the issuance of a certificate of occupancy. The Applicant shall be responsible for notifying construction contractors about California Building Code regulations for seismic safety. (CDD-B)

41. **Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (Mitigation Measure GEO-2).** The Applicant shall submit an Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan prepared by a registered professional engineer or qualified stormwater pollution prevention plan developer as an integral part of the grading plan. The Plan shall be subject to review and approval of the City prior to the issuance of a grading permit. The Plan shall include all erosion control measures to be used during construction, including run-on control, sediment control, and pollution control measures for the entire site to prevent discharge of sediment and contaminants into the drainage system. The Plan shall include the following measures as applicable:

    - Throughout the construction process, ground disturbance shall be minimized, and existing vegetation shall be retained to the extent possible to reduce soil erosion. All construction and grading activities, including short-term needs (equipment staging areas, storage areas and field office locations) shall minimize the amount of land area disturbed. Whenever possible, existing disturbed areas shall be used for such purposes.

    - All drainage ways, wetland areas and creek channels shall be protected from silt and sediment in storm runoff using appropriate BMPs such as silt fences, diversion berms and check dams. Fill slopes shall be stabilized and covered when appropriate. All exposed surface areas shall be mulched and reseeded. All cut and fill slopes shall be protected with hay mulch and/or erosion control blankets, as appropriate.

    - All erosion control measures shall be installed according to the approved plans prior to the onset of the rainy season but no later than October 15th. Erosion control measures shall remain in place until the end of the rainy season but may not be removed before April 15th. The applicant shall be responsible for notifying construction contractors about erosion control requirement.

    - Example design standards for erosion and sediment control include, but are not limited to, the following: avoiding disturbance in especially erodible areas;

minimizing disturbance on slopes exceeding 30 percent; using berms, swales, ditches, vegetative filter strips, and catch basins to prevent the escape of sediment from the site; conducting development in increments; and planting bare soils to restore vegetative cover.

- The applicant will also develop an inspection program to evaluate if there is any significant on-site erosion as a result of the rainfall. If there were problem areas at the site, recommendations will be made to improve methods to manage on-site erosion. (CDD-E, PW)

42. **Conduct Paleontological Sensitivity Training for Construction Personnel (Mitigation Measure GEO-3).** The Applicant shall retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and shall conduct a paleontological sensitivity training for construction personnel prior to commencement of excavation activities. The Applicant and/or qualified professional paleontologist shall propose a date for scheduling the training at the pre-construction meeting with City staff. The Applicant shall notify the City at least 48 hours before holding the training and keep a log of all attendees. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of paleontological monitors, notification and other procedures to follow upon discovery of resources, and the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary. (CDD-P-E, PW)

43. **Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered (Mitigation Measure GEO-4).** If paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction activities shall not be allowed to continue until appropriate paleontological treatment plan has been approved by the Applicant and the City. Work shall be allowed to continue outside of the buffer area. The Applicant and City shall coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. (CDD-P-E, PW)

44. **Asbestos Containing Materials (Mitigation Measure HAZ-1).** Per recommendations in the Phase I Environmental Site Assessment (ESA)

performed for the project site, prior to any redevelopment or demolition activities the Applicant shall: (1) survey the existing on-site structures for the presence of asbestos containing materials (to be conducted by an OSHA-certified inspector); and (2) if building elements containing any amount of asbestos are present, prepare a written Asbestos Abatement Plan describing activities and procedures for removal, handling, and disposal of these building elements using EPA- and/or OSHA-approved procedures, work practices, and engineering controls. (CDD-E, PW)

45. **Lead-based Paints (Mitigation Measure HAZ-2).** The Applicant shall test the existing on-site structures for lead-based paint. If present, the lead-based paint shall be removed and disposed of following lead abatement performance standards included in the U.S. Department of Housing and Urban Development Guidelines for Evaluation and Control of Lead-Based Paint program, in compliance with Title 8 California Code of Regulations (including Section 1532.1). (CDD-E, PW)

46. **Existing Plus Project Impacts on the Auto Center Drive & Marin Street Intersection (Mitigation Measure TRANS-1).** To improve driving conditions at the Auto Center Drive & Marin Street intersection, the City shall require the following improvements. (CDD-E, PW)

Auto Center Drive South of Marin Street

- Provide approximately 280 feet of Striping Detail 22 (Centerline).
- Provide approximately 350 feet of Striping Detail 27B (Right Edgeline) and create a painted bulb-out for vehicles entering from Auto Center Drive. Within the painted bulb-out, add 6” diagonal white striping with 15’ spacing. The right edgeline striping would move the center of the road away from the curb allowing for better visibility.
- Provide “Intersection Ahead” signage (W1-10e) with “Speed Sign” (W13-1P) with 20 mph speed and a custom “Limited Sight Distance” sign. Place at point of curvature for Northbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross traffic and to reduce speed.

Marin Street

- Move the 12-inch stop bar closer to the curb line along with new “STOP” markings. This will allow drivers to pull up further into the new 8-foot parking lane to increase visibility along Auto Center Drive.
- Provide approximately 75 feet of Striping Detail 22 (Centerline) to shift the westbound intersection approach to the north. This would allow for more visibility on the Auto Center Drive northbound approach.
- Extend red curb on the south curb approximately 85 feet. This red curb would remove approximately three on-street parking spaces. This would prevent drivers from parking in the painted bulb-out.
- Extend red curb on the north curb approximately 30 feet. This red curb would

remove approximately one on-street parking space to allow more space for drivers to approach the intersection.

Auto Center Drive North of Marin Street

- Extend red curb approximately 120 feet on the east curb and provide “No Parking Anytime” signage. This would remove approximately five (5) on-street parking spaces. Red curb would make parking illegal along the eastern curb allowing southbound sight distance to be unobstructed.
- Provide “Intersection Ahead” signage (W1-10e) with “Speed Sign” (W13-1P) with 20 mph speed and a custom “Limited Sight Distance” sign. Place at point of curvature for southbound approach according to MUCTD Table 2C-4. This sign would warn drivers of the approaching intersection to be aware of cross traffic and to reduce speed.
- Provide speed feedback sign similar to existing signage on east side of Auto Center Drive. Place at point of curvature for southbound approach according to MUCTD Table 2C-4.
- Provide approximately 200 feet of Striping Detail 22 (Centerline) and Striping Detail 27B (Right Edgeline) for the Northbound approach. Right edgeline striping would be 8-feet from the curb. This striping would reduce confusion for vehicles traveling northbound.
- Provide approximately 490 feet of Striping Detail 27B (Right Edgeline) for the Southbound approach. This striping would move the center of the road away from the curb allowing for better visibility.

47. **Construction Period Transportation Impacts (Mitigation Measure TRANS-2).** The applicant shall submit a Construction Period Traffic Control Plan to the City for review and approval. The plan shall include traffic safety guidelines compatible with section 12 of the Caltrans Standard Specifications (“Construction Area Traffic Control Devices”) to be followed during construction. The plan shall also specify provision of adequate signing and other precautions for public safety to be provided during project construction. In particular, the plan shall include a discussion of bicycle and pedestrian safety needs due to project construction and later, project operation. In addition, the plan shall address emergency vehicle access during construction. The applicant or their general contractor for the project shall notify the Public Works & Utilities Department and local emergency services (i.e., the Police and Fire Departments) prior to construction to inform them of the proposed construction schedule and that traffic delays may occur.

    Prior to approval of a grading permit, the City shall review and approve the project Construction Period Traffic Control Plan. During construction, the City shall periodically verify that traffic control plan provisions are being implemented. (CDD-E, PW)

Prior to permit issuance, the following conditions shall be addressed:

48. **Preconstruction Meeting.** Prior to issuance of a building permit or the

commencement of any site work, the project applicant and the general contractor shall attend a pre-construction meeting with the Building Official and City staff to discuss the project conditions of approval, working hours, site maintenance and other construction matters. The general contractor shall acknowledge that he/she has read and understands the project conditions of approval, particularly those pertaining to construction practices and site safety, and will make certain that all project sub-contractors have read and understand them prior to commencing work and that a copy of the project conditions of approval will be posted on site at all times during construction. (CDD-P-B-E)

49. **MMRP Implementation.** The applicant shall prepare a list identifying the individuals responsible for implementing the Mitigation Monitoring and Reporting Program. The applicant shall provide upon request by the City a compliance log demonstrating all Mitigation Measures have been implemented. (CDD-P)

50. **Solid Waste Service Plan.** Solid waste generated during the construction shall be serviced by the City of Watsonville Solid Waste Division. Applicant shall submit a Solid Waste Service Plan on the City form for review and approval. (CDD-E)

During construction, the following conditions shall be adhered to:

51. **Superintendent.** Applicant shall have onsite at all times, a superintendent that shall act as the applicant's representative and as a point of contact for the City's Public Works Inspector. The superintendent shall be authorized by the Owner to direct the work of all contractors doing work on public and private improvements. (CDD-E, PW)

52. **Best Management Practices (BMPs).** Provide BMPs during construction to prevent sediment, debris and contaminants from draining offsite. BMPs shall comply with the City of Watsonville Erosion Control Standards and the Erosion and Sediment Control Field Manual by the California Regional Water Quality Control Board, San Francisco Region, latest edition. All erosion control shall be installed prior to October 15 and be maintained in place until April 15. Provide a note on the improvement plans stating that construction should take place between April 15 and October 15. The applicant shall ensure that all contractors are aware of all erosion control standards and BMPs. (CDD-E, PW)

53. **BMPs for Controlling Construction Emissions (Monterey Bay Air Resources District Recommendation).** The project applicant shall implement the following Best Management Practices to limit the potential fugitive dust, construction emissions, and odors generated by the project:

    - Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) at least two times per day during construction and

adequately wet demolition surfaces to limit visible dust emissions.
- Cover all haul trucks transporting soil, sand, or other loose materials off the project site.
- Use wet power vacuum street sweepers at least once per day to remove all visible mud or dirt track-out onto adjacent public roads (dry power sweeping is prohibited) during construction of the proposed project.
- Vehicle speeds on unpaved roads/areas shall not exceed 15 miles per hour.
- Complete all areas to be paved as soon as possible and lay building pads as soon as possible after grading unless seeding or soil binders are used.
- Minimize idling time of diesel-powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project.
- Maintain and properly tune all construction equipment in accordance with manufacturer's specifications and have a CARB-certified visible emissions evaluator check equipment prior to use at the site.

Post a publicly visible sign with the name and telephone number of the construction contractor and City staff person to contact regarding dust complaints. This person shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the Monterey Bay Air Resources Management District to ensure compliance with applicable regulations. (CDD-E, PW, MBARD)

54. **Complimentary Dust Control Measures.** To minimize dust/grading impacts during construction the applicant shall:
    a. pray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day to minimize dust.
    b. Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.
    c. Sweep the adjacent street frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.
    d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.
    e. The City shall have the authority to stop all grading operations, if in opinion of City staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (CDD-E)

55. **Unanticipated Discovery of Contaminated Soils.** In the unlikely event that contaminated soils are discovered during the earth-moving activities, all development activities shall cease immediately and remain stopped until an assessment has been completed by a geotechnical firm approved by the City. If remediation is necessary, the applicant shall enter into a Remedial Action Agreement with the Santa Cruz County Environmental Health Service Agency. (CDD-P-E)

56. **Solid Waste Disposal.** All solid waste generated inside City limits must be hauled from the site of generation by the City of Watsonville Solid Waste Division, pursuant to Chapter 3 (City Utilities) of Title 6 (Sanitation and Health) of the Watsonville Municipal Code. This includes all wastes generated at construction sites, excavation projects, land clearing, demolition, earthwork projects, remodels, grading, and tenant improvement projects as well as ongoing business/residential use on the premises. Applicant shall comply with all applicable requirements for removal and disposal of hazardous materials. (PW)

57. **Work Hours.** No work for which a building permit is required shall be performed within the hours of 7 p.m. to 7 a.m., Monday through Friday, nor prior to 8 a.m. or after 5 p.m. on Saturday. No Work shall occur on Sundays or holidays. A sign shall be posted at a conspicuous location near the main entry to the site, prominently displaying these hour restrictions and identifying the phone # of the Job superintendent. (CDD-B)

Construction notes to be included with the Improvement Plans:

58. **Damaged Public Facilities.** Existing public facilities damaged during the course of construction or in an existing state of disrepair shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (CDD-E)

59. **Inspection Notice.** Contractor shall provide a minimum of 48 hours notice in advance of any required inspection. Any temporary suspension of work or returning to work for any reason shall be cause for the developer or contractor to telephone the Public Works Inspector at 831-768-3100. (CDD-E)

60. **Underground Utilities.** Prior to excavation, contractor shall locate all existing underground utilities. Call Underground Service Alert (U.S.A.) at 1-800-642-2444to have utilities located and marked in the field. (CDD-E)

Prior to Final Inspection or Certificate of Occupancy, the following conditions shall be met:

61. **Statements of Compliance.** All project designer professionals who prepared plans for the project (*e.g.*, civil, structural, and geotechnical engineers) shall provide statements of compliance attesting that they have reviewed the completed project and that it was constructed in conformance with their recommendations and plans. Where special inspections and testing were involved, the letters of compliance shall be accompanied by inspection logs, testing, and analysis that support the engineer’s conclusions. (CDD-B-E)

62. **Landscaping Installation.** All landscaping and irrigation shall be installed and approved by Community Development Department staff. (CDD-P-E)

63. **Trash Removal.** All trash and construction debris shall be removed from the site. (CDD-B, PW)

Ongoing Conditions:

64. **Post Construction Stormwater Ordinance – Inspection, Maintenance and Annual Reporting.** Applicant shall perform inspections, maintenance to the post-construction stormwater management facilities and report to the City each year on these activities. (CDD-E, PW)

65. **Solid Waste Service.** All trash, recycling and green waste materials generated onsite shall be disposed of at a City-approved landfill or recycling center. The applicant shall contact the Solid Waste Division of the City Public Works Department to coordinate disposal of all trash, recycling and green waste materials. (PW)

66. **Trash Enclosure Maintenance.** Trash and recycling enclosure shall be maintained to the satisfaction of Watsonville Municipal Services. (PW)

67. **Lighting and Landscape Maintenance.** Lighting, landscaping and all other site improvements shall be maintained in perpetuity. Landscaping shall be maintained in good growing condition by a professional landscape maintenance company; and such maintenance shall include, where appropriate, weeding, mowing, pruning, cleaning, fertilizing and regular watering. All dead, dying and diseased vegetation shall be immediately replaced in kind. (CDD-P)

68. **Ongoing Maintenance.** Common (patio) areas, landscaping, street trees, driveways, parking spaces, walks, fences and walls shall be maintained on an ongoing basis by the property owner(s) for the entire development area. (CDD-P)

69. **Potential Attractive Pest Nuisance Avoidance.** To ensure trash enclosures do not attract nuisance pest species, such as Norway rat, raccoon, and opossum, the applicant shall develop a monitoring program to ensure trash areas are routinely cleaned and secured at night. (PW)

Future Sign Permit:

70. **Sign Permit.** Any new or proposed changes in the exterior signage for the premises shall require Sign and Building Permits through the Community Development Department. (CDD-P-B)

Indemnity Provision:

71. **Indemnity Provision.** The applicant shall sign a defense and indemnity contract agreeing to defend, indemnify, and hold harmless the City of Watsonville, its

elected and appointed officials, officers, employees, and agents arising out Special Use Permit with Design Review and Environmental Review (PP2019-14), including but not limited to any approval or condition of approval of the City of Watsonville Planning Commission or City Council. The City shall promptly notify the applicant of any claim, action, or proceeding concerning this permit and the applicant and City shall cooperate fully in the defense of the matter. The City reserves the right to select counsel in the defense of the matter. (CA)