# AGENDA CITY OF WATSONVILLE CITY COUNCIL MEETING



Opportunity Through Diversity; Unity Through Cooperation.

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

Mayor Jimmy Dutra, District 6
Ari Parker Mayor Pro Tempore, District 7

Eduardo Montesino, Council Member, District 1 Aurelio Gonzalez, Council Member, District 2 Lowell Hurst, Council Member, District 3 Francisco Estrada, Council Member, District 4 Rebecca J. Garcia, Council Member, District 5

> Matthew D. Huffaker, City Manager Alan J. Smith, City Attorney Beatriz Vázquez Flores, City Clerk

#### Remote Teleconference Meeting

https://cityofwatsonville-org.zoomgov.com/j/1604661504 Or iPhone one-tap: US: +16692545252,,1604661504# or +16692161590,,1604661504#

Or Telephone: US: +1 669 254 5252 or +1 669 216 1590 or +1 646 828 7666

Webinar ID: 160 466 1504

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

Meetings are streamed live via the City's website. Meeting are also televised live on Charter Cable Communications Channel 70 and AT&T Channel 99.

HOW TO VIEW THE MEETING: There is no physical location from which members of the public may observe the meeting. Please view the meeting which is being televised at Channel 70 (Charter) and Channel 99 (AT&T) and video streamed at <a href="https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes">https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes</a>.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit written comments by emailing <a href="mailto:citycouncil@cityofwatsonville.org">citycouncil@cityofwatsonville.org</a>. All comments will be part of the meeting record. Emails received three hours before the meeting may not be uploaded to the Agenda and may not be seen by the Council or staff. They will be added to the agenda the day after the meeting.

HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to join the meeting through Zoom Webinar from their computer, tablet or smartphone at:

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Or iPhone one-tap: US: +16692545252,,1604661504# or +16692161590,,1604661504#

Or Telephone: US: +1 669 254 5252 or +1 669 216 1590 or +1 646 828 7666

Webinar ID: 160 466 1504 to express their comments.

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

#### SPANISH INTERPRETATION AVAILABLE VIA THE ZOOM WEBINAR

#### 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.



# AGENDA CITY OF WATSONVILLE CITY COUNCIL MEETING

Opportunity Through Diversity; Unity Through Cooperation.

Tuesday, March 23, 2021, 4:30 p.m.

**Pages** 

#### 1. CLOSED SESSION CORRESPONDENCE (IF ANY)

#### 2. CLOSED SESSION

**CLOSED SESSION ANNOUNCEMENT:** 

PUBLIC COMMENTS REGARDING THE CLOSED SESSION AGENDA WILL ONLY BE ACCEPTED BY THE CITY COUNCIL AT THIS TIME.

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

## 2.a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Government Code Section 54956.9)

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

- 1) Name of case: Monterey Bay Aviation, Inc., dba United Flight Services v City of Watsonville, et al Santa Cruz County Superior Court (Case No. 19CV03692)
- 2) Name of case: Monterey Bay Aviation, Inc., dba United Flight Services v City of Watsonville, et al Santa Cruz County Superior Court (Case No. 20CV01562)

#### 2.b. PERSONNEL MATTERS

(Government Code Section 54957)

## 1. PUBLIC EMPLOYMENT

Title: City Attorney and City Clerk

#### 2.c. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency negotiator: Nathalie Manning, Matt Huffaker & Mike McDougall

Employee organization: Service Employees International Union, Local 521

#### CITY COUNCIL RESUMES AT 6:00 P.M.

- 3. ROLL CALL
- 4. PLEDGE OF ALLEGIANCE
- 5. INFORMATION ITEMS
  - 5.a. REPORT OF DISBURSEMENTS

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- 5.b. MISCELLANEOUS DOCUMENTS REPORT
- 5.c. WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE (IF ANY)
- 6. PRESENTATIONS & ORAL COMMUNICATIONS

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

- 6.a. ORAL COMMUNICATIONS FROM THE PUBLIC (2 MINUTES EACH)
- 6.b. ORAL COMMUNICATIONS FROM THE COUNCIL (2 MINUTES EACH)
- 6.c. REPORT OUT OF CLOSED SESSION
- 6.d. MAYOR'S PROCLAMATION ACKNOWLEDGING RYOKO KOZUKI & FLOWERS BY TOSHI

MAYOR'S PROCLAMATION ACKNOWLEDGING RYOKO KOZUKI & FLOWERS BY TOSHI FOR PROVIDING BEAUTIFULLY CRAFTED FLOWER ARRANGEMENTS THAT BRING SMILES TO ALL THOSE WHO RECEIVE THEM

6.e. MAYOR'S PROCLAMATION RECOGNIZING WATSONVILLE YOGA, DANCE & HEALING ARTS

MAYOR'S PROCLAMATION RECOGNIZING WATSONVILLE YOGA, DANCE & HEALING ARTS FOR PROVIDING A SPACE & INSPIRATION TO BE PART OF A LEARNING JOURNEY IN A WAY THAT IS EQUITABLE & MINDFUL OF THE CULTURAL VALUES OF THIS COMMUNITY

6.f. MAYOR'S PROCLAMATION CONGRATULATING MOUNTAIN BIKERS OF

		SANTA CRUZ MAYOR'S PROCLAMATION CONGRATULATING MOUNTAIN BIKERS OF SANTA CRUZ FOR THEIR WORK ON THE PUMP TRACK & THANKING THEM FOR PROVIDING A NEW OPPORTUNITY FOR PEOPLE OF ALL AGES TO GET OUTSIDE AND GET ACTIVE	
	6.g.	MAYOR'S PROCLAMATION RECOGNIZING MARCH 2021 AS NATIONAL AMERICAN RED CROSS MONTH  MAYOR'S PROCLAMATION RECOGNIZING MARCH 2021 AS NATIONAL AMERICAN RED CROSS MONTH & ENCOURAGING ALL MEMBERS OF THE COMMUNITY TO REACH OUT & SUPPORT ITS HUMANITARIAN MISSION	
7.	NEW	BUSINESS	
	7.a.	PRESENTATION OF COMMUNITY WIDE SURVEY RESULTS BY GREAT BLUE RESEARCH, INC.  1) Presentation by Project Manager Veschi (Great Blue Research, Inc.)  2) City Council Clarifying & Technical Questions  3) Public Input  4) Motion Accepting Survey Results	48
8.	REP	DRTS TO COUNCIL No Action Required	
	8.a.	BUDGET TIMELINE & PUBLIC INPUT UPDATE (Recommended by Administrative Services Director Czerwin)	115
9.	All ite consi remo	SENT AGENDA  The sems appearing on the Consent Agenda are recommended actions which are defined to be routine and will be acted upon as one consensus motion. Any items wed will be considered immediately after the consensus motion. The Mayor will public input prior to the approval of the Consent Agenda.	
	<u>PUBI</u>	LIC INPUT (2 MINUTES EACH)	
	9.a.	MOTION APPROVING MINUTES OF MARCH 9, 2021	116
	9.b.	CONTRACT CHANGE ORDER WITH TOP LINE ENGINEERS, INC. (Recommended by Public Works & Utilities Director Palmisano) RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER 1 WITH TOP LINE ENGINEERS, INC., FOR CORRALITOS SAND FILTER STRUCTURE ROOF REPLACEMENT PROJECT NO. WA-20-14348; ADDING TO THE SCOPE OF WORK, IN AN AMOUNT NOT TO EXCEED \$238,383 [Amends Resolution No. 209-20 (CM)]	126
	9.c.	CONTRACT AMENDMENT #4 WITH RINCON CONSULTANTS, INC. (Recommended by Public Works & Utilities Director Palmisano) RESOLUTION APPROVING FOURTH AMENDMENT TO CONTRACT WITH RINCON CONSULTANTS, INC., FOR ASSISTANCE WITH PERMITTING FOR	134

\$12,992

9.d.	FILING ANNUAL ENGINEER'S REPORT FOR GONZALES STREET ALLEY LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT (Recommended by Parks & Community Services Director Calabaquib) RESOLUTION DIRECTING FILING OF THE 2021-2022 ANNUAL ENGINEER'S REPORT FOR THE GONZALES STREET ALLEYWAY LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-94-1 (LLMAD)	156
9.e.	FILING ANNUAL ENGINEER'S REPORT FOR BAY BREEZE LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT (Recommended by Parks & Community Services Director Calubaquib)  RESOLUTION DIRECTING THE FILING OF 2021-2022 ANNUAL ENGINEER'S REPORT FOR THE BAY BREEZE SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-02 (LLMAD)	160
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9.g.	DECLARING THE PORTER BUILDING AS A SURPLUS PROPERTY (Recommended by Assistant City Manager Vides) RESOLUTION DECLARING REAL PROPERTY OWNED BY THE CITY LOCATED AT 280 MAIN STREET, (PORTION OF APN: 017-182-16), WATSONVILLE, AS SURPLUS LAND & NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, & TAKING RELATED ACTIONS PURSUANT TO GOVERNMENT CODE SECTION 54221	170
9.h.	DONATION TO WATSONVILLE FIREFIGHTERS INC (Recommended by Fire Chief Lopez) RESOLUTION DECLARING A 1928 SEAGRAVE LADDER TRUCK AS SURPLUS & AUTHORIZING THE DONATION & TRANSFER OF OWNERSHIP & TITLE FROM THE CITY OF WATSONVILLE TO WATSONVILLE FIREFIGHTERS, INC.	176
9.i.	ACCEPTANCE OF TOBACCO GRANT PROGRAM (Recommended by Police Chief Honda) RESOLUTION ACCEPTING A \$512,719 GRANT FROM THE CALIFORNIA DEPARTMENT OF JUSTICE – OFFICE OF THE ATTORNEY GENERAL TOBACCO LAW ENFORCEMENT GRANT PROGRAM FY 2020-21 & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND	180
9.j.	APPOINTMENT TO PÁJARO REGIONAL FLOOD MANAGEMENT AGENCY JOINT EXERCISE OF POWERS BOARD OF DIRECTORS (Requested by Mayor Dutra)	184

	GONZALEZ AS ALTERNATE TO THE PÁJARO REGIONAL FLOOD MANAGEMENT AGENCY JOINT EXERCISE OF POWERS BOARD OF DIRECTORS	
9.k.	SUPPORTING CURRENT LAND USE & ZONING FOR WATSONVILLE COMMUNITY HOSPITAL (Requested by Mayor Dutra) RESOLUTION SUPPORTING CURRENT LAND USE & ZONING FOR WATSONVILLE COMMUNITY HOSPITAL SERVING MONTEREY BAY, CENTRAL COAST, AND SANTA CRUZ COUNTY	207
9.1.	CANNABIS TAX ORDINANCE REGARDING TAX RATE (Recommended by Community Development Director Merriam)  FINAL ADOPTION OF ORDINANCE AMENDING SECTIONS 3-6.1202 (DEFINITIONS) & 3-6.1206 (AMOUNT OF TAX OWED) OF ARTICLE 12 (WATSONVILLE CANNABIS BUSINESS TAX) OF CHAPTER 6 (TAXATION) OF TITLE 3 (ZONING) OF THE WATSONVILLE MUNICIPAL CODE [Amends Ordinance No. 1330-16 (CM) Pursuant to §3-6.1232]	209
	S REMOVED FROM CONSENT AGENDA IC INPUT (2 MINUTES EACH)	
NEW	BUSINESS (Continued)	
11.a.	PRESENTATION OF THE 2020 HOUSING ELEMENT ANNUAL PROGRESS REPORT (Recommended by Community Development Director Merriam)  1) Staff Report by Housing Manager Landaverry  2) City Council Clarifying & Technical Questions  3) Public Input  4) Motion Whether to Approve Staff Recommendation  5) City Council Deliberation on Motion  6) Motion accepting the Housing Element Annual Progress Report for 2020	220
11.b.	PINTO LAKE CONSULTANT CONTRACT & LEASE WITH MAIN ST. ENTERPRISE, INC., (Recommended by Parks & Community Services Director Calubaquib)  1) Staff Report by Parks & Community Services Director Calubaquib  2) City Council Clarifying & Technical Questions  3) Public Input  4) Motion Whether to Approve Staff Recommendation  5) City Council Deliberation on Motion  6) RESOLUTION AWARDING CONTRACT TO MAIN ST. ENTERPRISE, INC., TO PROVIDE MANAGEMENT OPERATIONS & SERVICES  (CONCESSIONAIRE SERVICES) AT PINTO LAKE PARK LOCATED AT 451 GREEN VALLEY ROAD	224
EMER	RGENCY ITEMS ADDED TO AGENDA	
REQU	JESTS & SCHEDULING FUTURE AGENDA ITEMS	
ADJO	URNMENT	

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11.

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14.

RESOLUTION APPOINTING DR. NANCY A. BILICICH & COUNCIL MEMBER

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day and on the City of Watsonville website at https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office (275 Main Street, 4th Floor) during normal business hours.

Such documents are also available on the City of Watsonville website at: https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes subject to staff's ability to post the document before the meeting.

# CITY OF WATSONVILLE FINANCE DEPARTMENT SUMMARY OF DISBURSEMENTS WARRANT REGISTER DATED 3/3/2021 TO 3/16/2021

FUND FUND NO. NAME

**AMOUNT** 

130 EMPLOYEE CASH DEDUCTIONS FUND		720,857.82
150 GENERAL FUND		207,788.78
202 REDEVELOPMENT OBLIG RETIREMENT		4,136.46
204 REDEVELOPMENT HOUSING FUND		501.00
205 COMMUNITY DEV BLOCK GRANT		630.00
221 INCLUSIONARY HOUSING		998.82
246 CIVIC CENTER COMMON AREA		6,950.98
260 SPECIAL GRANTS		145,152.42
281 PARKS DEVELOPMENT FUND		8,979.17
305 GAS TAX		16,702.04
306 SB1-GAS TAX FUNDING		2,806.08
309 PARKING GARAGE FUND		6,030.49
310 SALES TAX MEASURE G		21,829.51
312 MEASURE D		15,534.27
340 CITY-WIDE TRAFFIC IMPACT		6,567.00
344 IMPACT-EAST HIGHWAY 1 AREA		15,459.97
354 SPECIAL DISTRICT FUNDS		82.77
710 SEWER SERVICE FUND		396,830.85
720 WATER OPERATING FUND		171,534.88
730 AIRPORT ENTERPRISE FUND		52,829.41
740 WASTE DISPOSAL FUND		93,466.72
765 COMPUTER REPLACEMENT FUND		13,110.00
780 WORKER'S COMP/LIABILITY FUND		70,599.43
787 HEALTH INSURANCE FUND POOL		633,085.88
790 INFORMATION & TECHNOLOGY ISF		10,937.36
	TOTAL	2,623,402.11
TOTAL ACCOUNTS PAYABLE 3/3/2021 TO 3/16/2021		1,902,544.29
PAYROLL INVOICES		720,857.82
TOTAL OF ALL INVOICES		2,623,402.11

# Check Register

## For the Period 3/3/2021 through 3/16/2021

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	AFLAC	43160	3/12/2021	73574	Payroll Run 1 - Warrant 210312	\$10,104.67
	BENEFIT COORDINATORS CORPORATION	43161	3/12/2021	73558	Payroll Run 1 - Warrant 210312	\$3,819.61
	CA STATE DISBURSEMENT UNIT	698	3/11/2021	73576	Payroll Run 1 - Warrant 210312	\$3,953.31
	CINCINNATI LIFE INSURANCE CO	43162	3/12/2021	73573	Payroll Run 1 - Warrant 210312	\$45.13
	CITY EMPLOYEES ASSOCIATION	43163	3/12/2021	73560	Payroll Run 1 - Warrant 210312	\$432.00
	COLONIAL LIFE & ACCIDENT INS	43164	3/12/2021	73561	Payroll Run 1 - Warrant 210312	\$198.40
	COUNTY OF SANTA CRUZ- SHERIFF-CORONER	43165	3/12/2021	73562	Payroll Run 1 - Warrant 210312	\$617.56
	ICMA RETIREMENT TRUST 457	699	3/11/2021	73563	Payroll Run 1 - Warrant 210312	\$46,939.17
		700	3/11/2021	73579	Payroll Run 1 - Warrant 210312	\$2,927.26
	OPERATING ENGINEERS LOCAL #3	43166	3/12/2021	73564	Payroll Run 1 - Warrant 210312	\$5,676.00
	PRE-PAID LEGAL SERVICES INC.	43167	3/12/2021	73577	Payroll Run 1 - Warrant 210312	\$207.20
	PROF FIRE FIGHTERS- WATSONVILLE	43168	3/12/2021	73565	Payroll Run 1 - Warrant 210312	\$2,295.00
	PUBLIC EMP RETIREMENT SYSTEM	703	3/11/2021	73566	Payroll Run 1 - Warrant 210312	\$277,974.57
	SALLY MCCOLLUM	43169	3/12/2021	73559	Payroll Run 1 - Warrant 210312	\$500.00
	SECOND HARVEST FOOD BANK	43170	3/12/2021	73567	Payroll Run 1 - Warrant 210312	\$42.00
	SEIU LOCAL 521	43172	3/12/2021	73578	Payroll Run 1 - Warrant 210312	\$25.00
		43171	3/12/2021	73568	Payroll Run 1 - Warrant 210312	\$1,225.14
	STATE OF CALIFORNIA TAX BOARD	43173	3/12/2021	73570	Payroll Run 1 - Warrant 210312	\$345.70
	WAGEWORKS INC	43174	3/12/2021	73575	Payroll Run 1 - Warrant 210312	\$3,908.62
	WATSONVILLE POLICE ASSOCIATION	43175	3/12/2021	73571	Payroll Run 1 - Warrant 210312	\$7,044.00
	WIRE TRANSFER-IRS	702	3/11/2021	73572	Payroll Run 1 - Warrant 210312	\$294,752.43

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	WIRE TRANSFER-STATE OF CALIFORNIA	701	3/11/2021	73569	Payroll Run 1 - Warrant 210312	\$57,825.05
	Fund Total					\$720,857.82
0150	31 LASSEN WY LLC	42892	3/3/2021	ISMAEL O.CHAVEZ	12 JASPER WAY APT H	\$1,260.00
		43142	3/10/2021	MARIA DEL SOCORRO	15 LASSEN WAY	\$1,417.00
	ADAN AVALOS ROMERO	43143	3/10/2021	JUAN C. AVALOS	410 J STREET	\$1,500.00
	AIR SYSTEMS	43144	3/10/2021	210012344	SERVICE	\$4,650.00
	AIRTEC SERVICE,INC	42910	3/9/2021	16103	FIRE STATION 2 HEATER REPLACEMENT	\$4,310.00
		42910	3/9/2021	16272	2ND FLOOR BOILER SERVICE	\$456.00
	ANALGESIC SERVICES, INC.	42916	3/9/2021	315241	OXYGEN	\$50.00
	ARRIAGA, JOHN	42918	3/9/2021	8266	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$528.56
		42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$198.21
		42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$2,246.38
		42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$528.57
	AT&T	42920	3/9/2021	138890696 02.17.2021	TV/INTERNET SERVICES	\$212.17
	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$16.29
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$944.52
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$52.92
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$85.53
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$16.29

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount	
0150	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$69.23	
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$741.36	
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$41.98	
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$1,089.41	
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$2,415.15	
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$23.64	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$16.27	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$1,446.47	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$52.64	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$85.06	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$16.27	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$68.78	
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$740.78	
			42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$42.01
			42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$1,335.28
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$2,410.45	
			42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$23.49
		42921	3/9/2021	000015942689	PAL CHARGES FROM 12/24/20- 01/23/2021	\$67.58	

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AT&T-CAL NET 2	42921	3/9/2021	000016079340	PAL CHARGES FROM 01/24/21- 02/23/21	\$67.31
	AUTO CARE LIFESAVER TOWING	42922	3/9/2021	20-22438	VEHICLE TOW	\$90.00
		42922	3/9/2021	20-23979	VEHICLE TOW	\$54.00
	BAKER & TAYLOR BOOKS	42925	3/9/2021	L1734444- 02/28/2021	BOOKS	\$197.78
		42925	3/9/2021	75025907- 02/28/2021	BOOKS	\$36.82
		42925	3/9/2021	C0116843- 02/28/2021	BOOKS	\$56.02
	BEST DOORS INC.	42929	3/9/2021	1202	Service Call: adjust safety sensor on back door an	\$450.00
		42929	3/9/2021	1201	Removed and replaced one pair of broken springs o	\$850.00
		42929	3/9/2021	1200	Removed and replaced on T Trolley operator on door	\$2,250.00
	BEWLEY'S CLEANING, INC.	42930	3/9/2021	009877	CLEANING SERVICES AT SUITE 104 IN CIVIC PLAZA	\$296.70
	BILL FANNIN FENCING	42931	3/9/2021	FEBRUARY 1, 2021	SERVICE CALL- POLICE STATION GATES	\$496.00
	BODY BY HANK	42933	3/9/2021	19919	BODY LABOR	\$2,414.36
		42933	3/9/2021	20183	BODY LABOR	\$111.00
	BOUND TREE MEDICAL LLC	42935	3/9/2021	83922837	Cable for LP15	\$563.57
		42935	3/9/2021	83936659	EMS Supplies - Smart Capnoline	\$97.25
	BOZO MARGARETICH	43145	3/10/2021	ORALIA GONZALEZ	145 SIXTH ST.,APT B	\$1,200.00
	BRIBIESCA, JUAN	42937	3/9/2021	TRVL ON 01/25/2021	WPD- FIELD TRAINING OFFICER REIMBURSEMENTS	\$54.85
	BURTON'S FIRE APPARATUS, INC.	42940	3/9/2021	51700	PARTS	\$237.25
	CALIFORNIA COAST UNIFORM COMPANY	43146	3/10/2021	8303	UNIFORM JACKETS AND TAILORING	\$762.07
	CARLOS ZAMUDIO	43147	3/10/2021	TERESA HERNANEZ	727 LINCOLN STREET	\$1,500.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CASTULO RODRIGUEZ	42945	3/9/2021	4693	SERVICE	\$360.00
	CHARTER COMMUNICATIONS	42948	3/9/2021	0258099022621	INTERNET CHARGES FOR PINTO LAKE FR 02/26/-03/25/21	\$144.98
	CHAZ TOWING	42951	3/9/2021	74042	TOW SERVICES	\$145.00
	CHEVROLET OF WATSONVILLE	42952	3/9/2021	243917	SERVICE	\$127.60
	COAST & VALLEY PROPERTIES, INC.	42895	3/3/2021	PATRICIA ZAMORA	236 LOCUST ST.#2	\$1,500.00
	COLLIN TRAVERS	42955	3/9/2021	TRVL ON 01/25/2021	WPD- FIELD TRAINING OFFICER REIMBURSEMENTS	\$67.07
	COUNTY OF SANTA CRUZ-CLERK OF THE BOARD	42957	3/9/2021	1151	FILING FEE FOR NOTICE OF EXEMPTION FOR 112 LEE ROA	\$50.00
		42957	3/9/2021	02-12-21	FILING FEE FOR NOTICE OF EXEMPTION FOR 558 MAIN ST	\$50.00
	COUNTY OF SANTA CRUZ-ISD	42958	3/9/2021	QUERY_02.24.202 1	OPEN QUERY CHARGES	\$1,311.55
	CREATIVE SECURITY CO., INC.	42959	3/9/2021	63110	CONSULTANT SERVICES	\$1,889.44
	CRESTVIEW GARDENS APTS	43148	3/10/2021	LORENA CHAVEZ CERVAN	130 CRESTVIEW CT.APT 45	\$1,500.00
	CRIME SCENE CLEANERS INC	42960	3/9/2021	80226	SERVICE	\$300.00
		42960	3/9/2021	80476	SERVICE	\$125.00
		42960	3/9/2021	79237	SERVICE	\$225.00
		42960	3/9/2021	76018	CLEANING SERVICE	\$125.00
	CSG CONSULTANTS, INC	42961	3/9/2021	34152	ON-CALL ENGINEERING BUILDING P	\$4,617.50
		42961	3/9/2021	35198	FIRE PLAN REVIEW/BLDG INSPECT/	\$3,220.00
		42961	3/9/2021	35255	FIRE PLAN REVIEW/BLDG INSPECT/	\$1,742.50
	CUZICK, MATT	42963	3/9/2021	02/20/2021	MOTOR MAINTENANCE	\$699.50
	DAVIS MARINEZ	43149	3/10/2021	EIRA M SALAS MARTINE	424 JEFFERSON STREET	\$1,500.00
	DEPARTMENT OF JUSTICE	42966	3/9/2021	492719	DOJ FINGERPRINTS	\$356.00
	DIAMOND D COMPANY	42968	3/9/2021	4438	CITYWIDE SIDEWALK REPAIR PROJE	\$10,106.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	DIAMOND D COMPANY	42968	3/9/2021	4444	CITYWIDE SIDEWALK REPAIR PROJE	\$1,359.78
	DOMINIC CHANGCO	42970	3/9/2021	TRVL ON 01/25/2021	WPD- REPORT WRITING UPDATE TRAVEL REIMB.	\$32.11
	EDUARDO VALADEZ	42973	3/9/2021	00074	VEHICLE OUTFITTING	\$4,636.84
		42973	3/9/2021	#VEHICLE40 PATROL UN	SERVICE	\$130.79
	FASTENAL COMPANY	42977	3/9/2021	CAWAT113091	SUPPLIES	\$93.33
		42977	3/9/2021	CAWAT113093	LIME VESTS	\$28.06
		42977	3/9/2021	CAWAT113160	SUPPLIES	\$82.96
		42977	3/9/2021	CAWAT113282	PARTS	\$59.24
		42977	3/9/2021	CAWAT113391	SUPPLIES	\$132.11
		42977	3/9/2021	CAWAT113283	GLOVES	\$22.34
		42977	3/9/2021	CAWAT113398	SUPPLIES	\$123.32
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$645.37
		42977	3/9/2021	CAWAT113214	SUPPLIES	\$81.94
	FINDAWAY WORLD LLC	42979	3/9/2021	341182	BOOKS	\$391.89
	FIRST ALARM, INC.	42982	3/9/2021	595203	ALARM SERVICE	\$30.00
	FREEDOM TUNE-UP	42984	3/9/2021	12046	VEHICLE SMOG	\$46.00
		42984	3/9/2021	12047	VEHICLE SMOG	\$46.00
	FULGONI, BRIAN	42985	3/9/2021	TRVL ON 01/25/2021	WPD- SWAT TEAM LEADER COURSE REIMB.	\$44.88
		42985	3/9/2021	TRVL ON 11/29/2020	WPD- RIFLE MARKSMANSHIP AND SNIPER REIMB.	\$317.75
	GRAINGER	42988	3/9/2021	9708528543	WEATHERPROOF COVERS	\$248.91
	GREAT BLUE RESEARCH, INC.	42990	3/9/2021	012668	2020 Community Wide Survery	\$11,750.00
	HARRIS & ASSOCIATES INC.	42994	3/9/2021	47477	To determine appropriate CEQA	\$1,665.00
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$72.05
		42897	3/3/2021	02/12/2021	SUPPLIES	\$64.97

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$109.09
		42897	3/3/2021	02/12/2021	SUPPLIES	\$69.78
		42897	3/3/2021	02/12/2021	SUPPLIES	\$139.61
		42897	3/3/2021	02/12/2021	SUPPLIES	\$7.55
	IRMA LETICIA PLASCENCIA JAUREGUI	43152	3/10/2021	LAURA GUZMAN	624 RODRIGUEZ ST.	\$1,500.00
	JACKSON LEWIS PC	43001	3/9/2021	7668684	FOR PROFESSIONAL SERVICES RENDERED	\$166.67
	JAY GARCIA	43002	3/9/2021	PERSONAL PROPERTY	WPD- PERSONAL PROPERTY REIMBURSEMENT	\$299.40
	KARINA RODRIGUEZ	43007	3/9/2021	REFUND	ENTERTAINMENT PERMIT	\$156.00
	KELLY-MOORE PAINT COMPANY, INC.	43008	3/9/2021	818-00000321519	PAINT	\$136.22
	LEAGUE OF CALIFORNIA CITIES	43011	3/9/2021	640972	640972 MEMBERSHIP DUES 2021	\$18,427.00
	LHPM PROPERTY MANAGEMENT	42898	3/3/2021	SUMMER G OBLEDO	410 BREWINGTON AVE.	\$1,500.00
	LIEBERT CASSIDY WHITMORE	43013	3/9/2021	1514845	LEGAL SERVICES WITH LABOR AND	\$2,444.00
	MARTHA VEGA	43016	3/9/2021	BOOT REIMB FY20/21	CDD- BOOT REIMBURSEMENT	\$200.00
	MIDWEST TAPE	43019	3/9/2021	99984110	BOOKS	\$92.84
		43019	3/9/2021	500010489	BOOKS	\$229.50
		43019	3/9/2021	500022785	BOOKS	\$38.23
		43019	3/9/2021	99983899	BOOKS	\$38.23
		43019	3/9/2021	500022786	BOOKS	\$49.15
		43019	3/9/2021	99954490	BOOKS	\$21.84
	MISSION LINEN SUPPLY	43020	3/9/2021	292108- 03/01/2021	UNIFORM RENTAL AND LAUNDRY SER	\$60.32
		43020	3/9/2021	292109- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$508.43
	MONTEREY BAY AIR RESOURCES DISTRICT	43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$474.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MONTEREY BAY AIR RESOURCES DISTRICT	43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$354.00
	MONTEREY BAY ECONOMIC PARTNERSHIP	43024	3/9/2021	1881	1881 ANNUAL MEMBERSHIP	\$5,000.00
	NAPA AUTO PARTS	43027	3/9/2021	132254	PARTS- HEADLIGHTS	\$44.62
		43027	3/9/2021	130590	SUPPLIES	\$87.38
	NORTHGATE APARTMENTS	42899	3/3/2021	YULIANA ORTIZ	485 HOLOHAN RD.,APT#135	\$1,500.00
	OSUNA AUTO ELECTRIC & SMALL	43034	3/9/2021	41578	REPAIR PULL CORD	\$28.27
	ENGINE REPAIR	43034	3/9/2021	41444	SUPPLIES	\$120.15
	PACIFIC GAS & ELECTRIC	43050	3/9/2021	9491368495-0- 2/22	ELEC	\$1,188.74
		43050	3/9/2021	9491368495-0- 2/22	ELEC	\$1,402.63
		43049	3/9/2021	5740377546-3- 2/24	ELEC	\$311.36
		43037	3/9/2021	5060076049-5- 2/23	ELEC	\$1,105.90
		43044	3/9/2021	4829825447-4- 2/22	ELEC	\$75.01
		43040	3/9/2021	0458151262-3- 2/22	ELEC	\$458.78
		43039	3/9/2021	8480030300-4- 2/21	GAS & ELEC	\$938.76
		43047	3/9/2021	7624842502-7- 2/24	ELEC	\$173.49
	PAJARO VALLEY PRINTING	43055	3/9/2021	41709	300-FORMS ANIMAL ORDINANCE	\$376.91
	PORTOLA HEIGHTS MOBILE ESTATES	43153	3/10/2021	BRADLEY POLISUK	107 CRESPI CIRCLE	\$1,500.00
	PRAXAIR DISTRIBUTION, INC	43066	3/9/2021	61511269	RENTAL	\$128.00
	QUENCH USA, INC.	43071	3/9/2021	INV02978707	WATER SERVICE	\$65.55
		43071	3/9/2021	INV02493294	WATER SERVICE	\$65.55
		43071	3/9/2021	INV02956344	WATER	\$334.32

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	QUENCH USA, INC.	43071	3/9/2021	INV02605402-BAL	INV02605402 BALANCE-WATER SERVICE	\$13.66
		43071	3/9/2021	INV02605402-BAL	INV02605402 BALANCE-WATER SERVICE	\$13.66
		43071	3/9/2021	INV02605402-BAL	INV02605402 BALANCE-WATER SERVICE	\$13.66
		43071	3/9/2021	INV02605402-BAL	INV02605402 BALANCE-WATER SERVICE	\$13.66
		43071	3/9/2021	INV02937170	WATER SERVICE	\$15.03
		43071	3/9/2021	INV02937170	WATER SERVICE	\$15.03
		43071	3/9/2021	INV02937170	WATER SERVICE	\$15.03
		43071	3/9/2021	INV02937170	WATER SERVICE	\$15.00
	R.S. HUGHES	43073	3/9/2021	78878925-00	Sensors for Gas Monitors	\$672.16
	RADICH, RADOVAN	43074	3/9/2021	TRVL ON 10/16/2020	WPD- REIMBURSEMENT FOR TRAVEL-MURDER INVESTIGATION	\$51.48
		43074	3/9/2021	TRVL ON 10/16/2020	WPD- REIMBURSEMENT FOR TRAVEL-MURDER INVESTIGATION	\$76.46
		43074	3/9/2021	TRVL ON 10/16/2020	WPD- REIMBURSEMENT FOR TRAVEL-MURDER INVESTIGATION	\$21.60
	RAMIREZ, REBECCA	43076	3/9/2021	TRVL ON 01/04/2021	WPD- ICI HOMICIDE REIMBURSEMENT	\$135.17
	RENT SMART, INC.	42901	3/3/2021	MARISOL CARRILLO	301 JEFFERSON STREET	\$550.00
	RICOH USA, INC	43155	3/10/2021	5061519508	COPIER CHARGES	\$12.81
		43155	3/10/2021	5061519508	COPIER CHARGES	\$142.50
		43155	3/10/2021	5061519508	COPIER CHARGES	\$609.79
		43155	3/10/2021	5061519508	COPIER CHARGES	\$22.00
		43155	3/10/2021	5061519508	COPIER CHARGES	\$58.39
		43155	3/10/2021	5061519508	COPIER CHARGES	\$58.39
		43155	3/10/2021	5061519508	COPIER CHARGES	\$38.92
		43155	3/10/2021	5061519508	COPIER CHARGES	\$38.91

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	43155	3/10/2021	5061519720	COPIER CHARGES	\$8.20
		43155	3/10/2021	5061519720	COPIER CHARGES	\$8.20
		43155	3/10/2021	5061519720	COPIER CHARGES	\$5.47
		43155	3/10/2021	5061519720	COPIER CHARGES	\$5.47
		43155	3/10/2021	5061519563	COPIER CHARGES	\$54.73
		43078	3/9/2021	1087548786	RICOH PRINTER FOR PCS-SENIOR CENTER	\$6,881.66
		43079	3/9/2021	104695797	COPIER RENTAL	\$1,201.12
	SAFEGUARD BUSINESS SYSTEMS	43086	3/9/2021	034352879	EVIDENCE SUPPLIES	\$625.14
		43086	3/9/2021	034410127	EVIDENCE SUPPLIES	\$380.19
	SANTA CRUZ COUNTY CONFERENCE & VISITORS COUNCIL	43156	3/10/2021	11/16/20 TO 2/15/21	TOURISM FEE	\$32,030.06
	SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	43087	3/9/2021	IN0100492	HEALTH PERMIT	\$895.00
	SAUL VALADEZ	43088	3/9/2021	TRVL ON 01/25/2021	WPD- FIELD TRAINING OFFICER REIMBURSEMENTS	\$78.20
	SCOTT'S PPE RECON INC.	43090	3/9/2021	35650	Turnout repair for Nov. 2019	\$93.00
		43090	3/9/2021	36611	Velcro name panels	\$60.09
		43090	3/9/2021	36328	TURNOUT SERVICES JULY 2020	\$2,478.00
	SERVICE PRINTERS	43092	3/9/2021	1810	OFFICE FORMS	\$459.12
	SIRCHIE FINGER PRINT LABORATORIES, INC.	43094	3/9/2021	0479344-IN	EVIDENCE SUPPLIES	\$407.11
	SOFTWAREONE, INC.	43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$440.55
		43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$440.55
	SUNSYSTEM TECHNOLOGY	43103	3/9/2021	026532	CITYWIDE SOLAR MAINTENANCE CON	\$887.13
	SUPERIOR ALARM COMPANY	43104	3/9/2021	156665	SERVICE	\$95.00
	SYNCB/AMAZON	43105	3/9/2021	AMA 030521	AMAZON CREDIT CARD	\$28.34

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TERRA X PEST SERVICE, INC.	43159	3/10/2021	35632	SERVICE	\$99.00
	TESLA ENERGY OPERATIONS, INC.	43112	3/9/2021	122-20	PROPERTY OWNER REQUESTING REFUND OF PERMIT FEES FO	\$436.30
	TINO'S PLUMBING INC	43114	3/9/2021	130260	SERVICE AT 250 MAIN ST.	\$236.74
	TRI-COUNTY FIRE PROTECTION INC	43116	3/9/2021	54200	HYDROTEST AND OTHER SERVICES	\$126.78
	U S BANK CORPORATE PAYMENT SYSTEM	42902	3/3/2021	2625-01/22/2021	SEAGATE EXTERNAL DRIVE	\$62.81
		42902	3/3/2021	2625-01/22/2021	USB THUMB DRIVES FOR PD	\$14.24
		42902	3/3/2021	2625-01/22/2021	EXTERNAL DRIVE SHIPPING CHARGES	\$10.90
		42902	3/3/2021	2625-01/22/2021	HEADSET FOR CDD-RUBEN	\$24.30
		42902	3/3/2021	2625-01/22/2021	HEADSET FOR PD-ELIZABETH	\$24.30
		42902	3/3/2021	2625-01/22/2021	HEADSET FOR CLK-R.IBARRA	\$24.30
		42902	3/3/2021	2625-01/22/2021	APPLE ADAPTER FOR COUNCIL	\$20.76
		42902	3/3/2021	2625-01/22/2021	APPLE ADAPTER FOR MAYOR	\$20.76
		42902	3/3/2021	2625-01/22/2021	PHONE HEADSET FOR E.SOUSA	\$201.02
		42902	3/3/2021	2625-01/22/2021	UPS BATTERY FOR CLK	\$37.86
		42902	3/3/2021	2625-01/22/2021	UPS BATTERY FOR PD ROOM	\$37.86
		43118	3/9/2021	5607-01/22/2021	LICENSE RENEWAL FOR B. HEISTEIN, QAC 133154	\$60.00
		43118	3/9/2021	5607-01/22/2021	RETURNED- LIGHTS FOR SANTA TOUR	(\$82.54)
		43118	3/9/2021	5607-01/22/2021	SENIOR CENTER SUPPLIES	\$55.03
		43118	3/9/2021	5607-01/22/2021	SUBSCRIPTION RENEWAL	\$480.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	43118	3/9/2021	5607-01/22/2021	2021 CPRS CONFERENCE & EXPONICK	\$295.00
	ULINE	43119	3/9/2021	129768549	EVIDENCE SUPPLIES	\$86.69
	UNIFIED BUILDING	43121	3/9/2021	9679	Janitorial Services for Recrea	\$5,885.00
	MAINTENANCE	43121	3/9/2021	9679	Janitorial Services for Recrea	\$4,000.00
		43121	3/9/2021	9679	Janitorial Services for Recrea	\$2,500.00
	UNIQUE MANAGEMENT SERVICES, INC.	43122	3/9/2021	593594	COLLECTION AGENCY FEES	\$44.75
	URETSKY, ELY	43125	3/9/2021	TRVL ON 01/25/2021	WPD- SWAT COMMANDER TRAINING REIMBURSEMENTS	\$83.61
	V & V MANUFACTURING, INC.	43127	3/9/2021	52143	BADGE	\$95.25
	VERIZON WIRELESS	43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$52.01
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$4.69
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$58.37
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$228.06
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$38.01
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$520.29
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$1,064.72
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$380.10
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$114.03
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$28.70
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$42.39

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	VERIZON WIRELESS	43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$652.03
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$30.99
	VISTA VERDE APARTMENTS	42904	3/3/2021	JULIO ORNELAS	48 STEWART AVE.,#7	\$870.00
	WATSONVILLE CHRYSLER DODGE JEEP RAM	43131	3/9/2021	202754	VEHICLE REPAIR	\$124.87
	WATSONVILLE FORD	43132	3/9/2021	142066	VEHICLE REPAIRS	\$271.74
		43132	3/9/2021	141930	REPAIRS	\$252.18
		43132	3/9/2021	142055	VEHICLE REPAIRS	\$388.39
		43132	3/9/2021	142216	VEHICLE REPAIRS	\$1,446.07
		43132	3/9/2021	143611	VEHICLE REPAIR	\$88.38
		43132	3/9/2021	143592	VEHICLE REPAIR	\$87.69
	WATSONVILLE UPHOLSTERY	43133	3/9/2021	002970	SEAT COVER	\$234.88
	Fund Total					\$207,788.78
0202	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$62.20
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$61.83
	BURKE, WILLIAMS & SORENSEN, LLP	42939	3/9/2021	264582	264582 PROFESSIONAL SERVICES RENDERED	\$3,997.50
	RICOH USA, INC	43155	3/10/2021	5061519508	COPIER CHARGES	\$14.93
	Fund Total					\$4,136.46
0204	GRESHAM SAVAGE NOLAN & TILDEN APC	42992	3/9/2021	379516	LEGAL SERVICES RELATED TO HOUS	\$501.00
	Fund Total					\$501.00
0205	ADAMS ASHBY GROUP, INC.	42906	3/9/2021	3366	Professional services related	\$420.00
		42906	3/9/2021	3456	Professional services related	\$210.00
	Fund Total					\$630.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0221	SERVICE PRINTERS	43092	3/9/2021	1807	ENVELOPES	\$998.82
	Fund Total					\$998.82
0246	AIR SYSTEMS	43144	3/10/2021	210012344	SERVICE	\$4,650.00
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$441.98
	MONTEREY BAY AIR RESOURCES DISTRICT	43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$474.00
		43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$505.00
	PANTHER PROTECTIVE SERVICE	43057	3/9/2021	002-2021CPG	SECURITY AT 275 MAIN ST.	\$880.00
	Fund Total					\$6,950.98
0260	CHAVARRIA, AARON	42949	3/9/2021	TRVL ON 02/11/2021	WPD-SFST/ARIDE TRAINING REIMBURSEMENTS	\$17.09
	FASTENAL COMPANY	42977	3/9/2021	CAWAT113399	SUPPLIES	\$1,682.45
	HARRIS & ASSOCIATES INC.	42994	3/9/2021	47472	DESIGN PROPOSAL FOR RAIL TRAIL	\$605.00
	HCC TACTICAL GEAR FOR WARRIORS	42995	3/9/2021	INV-0116	COMMUNICATION HEADSETS	\$9,978.96
	MONTEREY BAY ECONOMIC PARTNERSHIP	43024	3/9/2021	2208	CONSULTING REGIONAL BROADBAND	\$24,020.00
	SAVE MART SUPERMARKET	43157	3/10/2021	092021020512031 7	SUPPLIES	\$13.64
	TENNYSON ELECTRIC, INC.	43109	3/9/2021	1200242	AIRPORT BLVD AT HOLM RD SIGNAL	\$108,753.38
	U S BANK CORPORATE PAYMENT SYSTEM	43118	3/9/2021	5607-01/22/2021	EXCEL IN PLACE SUPPLIES	\$81.90
	Fund Total					\$145,152.42
0281	K & D LANDSCAPING INC.	43006	3/9/2021	130122	1/14/2021-INV130122, RAMSAY PUMP TRACK IRRIGATION	\$8,979.17
	Fund Total					\$8,979.17
0305	AIR UNLIMITED	42909	3/9/2021	291631	INV#291631 PROPANE 12.6 GAL ON 2/2/2021	\$40.59

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	BEAR ELECTRICAL SOLUTIONS INC.	42927	3/9/2021	12234	ANNUAL STREET LIGHT MAINTENANC	\$1,290.00
		42927	3/9/2021	12233	ANNUAL TRAFFIC SIGNAL MAINTENA	\$2,335.00
	FASTENAL COMPANY	42977	3/9/2021	CAWAT112885	STEEL FRAME	\$645.37
		42977	3/9/2021	CAWAT104064-	CREDIT FOR CAWAT104064	(\$85.55)
		42977	3/9/2021	CAWAT112782	SUPPLIES	\$270.21
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$47.83
	MISSION LINEN SUPPLY	43020	3/9/2021	292105- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$151.04
	PACIFIC GAS & ELECTRIC	43036	3/9/2021	6771895322-6- 2/23	ELEC	\$542.42
		43038	3/9/2021	0581861689-7- 2/23	ELEC	\$58.75
		43046	3/9/2021	0909726970-9- 2/22	ELEC	\$10,515.61
	PKT WELDING & FABRICATION	43061	3/9/2021	1943	INV#1943 MANUFACTURE FOUR GOPHER PROBES	\$256.64
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	43100	3/9/2021	05032813	INV#05032813 2-WAY BLUE 921 REFL MARKER & QWIKSTIX	\$562.13
	TRI-COUNTY FIRE PROTECTION	43116	3/9/2021	54930	SERVICE	\$54.00
	INC	43116	3/9/2021	54466	SERVICE	\$18.00
	Fund Total					\$16,702.04
0306	EPICO SYSTEMS INC.	42975	3/9/2021	2020-101	FIBER OPTICS UPGRADE PROJ ST-2	\$2,737.80
	GRANITE ROCK COMPANY	42989	3/9/2021	1286203	INV#1286203 GABION ROCK	\$68.28
	Fund Total					\$2,806.08
0309	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$739.67
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$735.02
	FIRST ALARM, INC.	42982	3/9/2021	596145	SERVICE	\$343.56

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0309	PACIFIC GAS & ELECTRIC	43035	3/9/2021	3370611625-9- 2/23	ELEC	\$2,026.24
	PANTHER PROTECTIVE SERVICE	43057	3/9/2021	001-2021CG	SERVICE	\$1,986.00
		43057	3/9/2021	002-2021-2CPG	VEHICLE AND FOOT PATROL AT CIVIC PLAZA	\$200.00
	Fund Total					\$6,030.49
0310	ADVANTAGE GEAR, INC	42908	3/9/2021	39554-1	Partial Biannual uniform order per MOU	\$294.89
		42908	3/9/2021	39456-1	Partial order - Biannual uniform order per MOU	\$164.53
		42908	3/9/2021	39365-1	Partial order - Biannual uniform order per MOU	\$153.44
		42908	3/9/2021	39377-1	Partial order - Biannual uniform order per MOU	\$156.53
	CDW GOVERNMENT, INC.	42946	3/9/2021	8481364	FIREWALL SERVICE FOR SCARE & NATURECENTER	\$327.10
	CI TECHNOLOGIES, INC.	42953	3/9/2021	3112	ANNUAL SOFTWARE MAINTENANCE FROM 03/2021-02/2022	\$1,298.92
	LAYER 1 NETWORKS INC.	43010	3/9/2021	40324	OUTLET INSTALL IN PD SQUAD ROOM	\$1,726.52
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	43054	3/9/2021	013121 PARKS	CASE MANAGEMENT - PVPSA JAN 2021	\$4,815.06
		43054	3/9/2021	013121 MEASURE G	CASE MANAGEMENT, COUNSELING AN	\$4,747.67
	PURE WATER PLUS	43069	3/9/2021	16756	Monthly water and cooler service 2/12- 3/12 ST1	\$272.50
	SCOTT'S PPE RECON INC.	43090	3/9/2021	36163	Velcro name panels	\$150.80
		43090	3/9/2021	36328	TURNOUT SERVICES JULY 2020	\$4,703.05
	SOUTH BAY REGIONAL PUBLIC	43098	3/9/2021	221360	PERSONNEL TRAINING	\$462.00
	SAFETY	43098	3/9/2021	221352	PERSONNEL TRAINING	\$175.00
	VERIZON WIRELESS	43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$2,381.50
	Fund Total					\$21,829.51

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0312	ECOLOGY ACTION OF SANTA CRUZ	42971	3/9/2021	P22221	Invoice P22221 2021 Sponsorship for Bike Month / B	\$7,500.00
	RINCON CONSULTANTS, INC.	43080	3/9/2021	28327	PRECONSTRUCTION COMPLIANCE SER	\$8,034.27
	Fund Total					\$15,534.27
0340	EPICO SYSTEMS INC.	42975	3/9/2021	2020-101	FIBER OPTICS UPGRADE PROJ ST-2	\$6,567.00
	Fund Total					\$6,567.00
0344	CALIFORNIA DEPARTMENT OF TRANSPORTATION	42967	3/9/2021	21006774	AGREEMENT W/CALTRANS PSR/PDS H	\$15,459.97
	Fund Total					\$15,459.97
0354	MISSION LINEN SUPPLY	43020	3/9/2021	292109- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$53.21
		43020	3/9/2021	292109- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$29.56
	Fund Total					\$82.77
0710	ADVANCED ANALYTICAL SOLUTIONS, LLC.	42907	3/9/2021	28448	LAB SUPPLIES	\$200.00
	AMERICAN MESSAGING	42914	3/9/2021	M7023652VC	SERVICE FOR WASTWATER AND OVERCHARGES FOR MARCH	\$218.22
	AMERIGAS	42915	3/9/2021	3118477901	PROPANE	\$908.20
		42915	3/9/2021	3118438549	PROPANE	\$1,119.38
	APPLIED INDUSTRIAL	42917	3/9/2021	7020957535	SUPPLIES	\$1,076.16
	TECHNOLOGIES	42917	3/9/2021	7020867904	PARTS	\$96.58
	ARRIAGA, JOHN	42918	3/9/2021	8266	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$97.27
		42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$270.25
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$97.08
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$272.06

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	AUTOMATION DIRECT.COM, INC.	42923	3/9/2021	11822874	SUPPLIES	\$131.89
		42923	3/9/2021	11883215	PARTS	\$184.21
	BEECHER ENGINEERING, INC.	42928	3/9/2021	0221-66	PRE-DESIGN STUDY OF THE WWTP E	\$12,000.00
	BME INC	42932	3/9/2021	3629	ANNUAL MAINTENANCE FOR CO- GENE	\$42,400.00
	BOWMAN & WILLIAMS, INC.	42936	3/9/2021	15061	CONSULTING SURVEYOR SERVICES	\$570.00
		42936	3/9/2021	15162	CONSULTING SURVEYOR SERVICES	\$1,520.00
	BUCKLES-SMITH ELECTRIC	42938	3/9/2021	1569069-02	PARTS	\$27.81
	CALCON SYSTEMS, INC	42942	3/9/2021	48323	ON-CALL SCADA	\$2,320.00
	CASSIDY'S PIZZA	42944	3/9/2021	4339	TRAINING MEAL	\$111.87
	CDW GOVERNMENT, INC.	42946	3/9/2021	8481364	FIREWALL SERVICE FOR SCARE & NATURECENTER	\$327.09
	CLAIRE LAUGHLIN CONSULTING	42954	3/9/2021	FEBRUARY 2, 2021	INVOICE DATED FEBRUARY 2, 2021 FOR ONLINE VIRTUAL	\$2,000.00
		42954	3/9/2021	FEBRUARY 2, 2021	INVOICE DATED FEBRUARY 2, 2021 FOR ONLINE VIRTUAL	\$2,000.00
	CULLIGAN WATER ENTERPRISES, INC.	42962	3/9/2021	1183235	PARTS	\$528.39
		42962	3/9/2021	1184456	FINANCE CHARGE	\$7.93
	CWEA	42964	3/9/2021	MARCOS LONA 2021	MEMBERSHIP DUES	\$192.00
	ECAST ENGINEERING INC.	43150	3/10/2021	03/08/2021	SANITARY SEWER MANHOLE LOCATIO	\$9,597.68
	ENVIRONMENTAL INNOVATIONS, INC.	42974	3/9/2021	1325	Coordination of City's Green B	\$6,500.16
	EUROFINS/EATON ANALYTICAL, INC.	42976	3/9/2021	L0555435	LAB SUPPLIES	\$60.00
	F & F INDUSTRIAL EQUIPMENT CORP.	42896	3/3/2021	REISSUE CHECK #42451	INVOICE #176520- SUPPLIES FOR SCIENCE WORKSHOP	\$3,129.00
	FASTENAL COMPANY	42977	3/9/2021	CAWAT112885	STEEL FRAME	\$215.13
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$1,290.74
		42977	3/9/2021	CAWAT113237	SUPPLIES	\$33.17

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	FASTENAL COMPANY	42977	3/9/2021	CAWAT113308	SUPPLIES	\$8.19
		42977	3/9/2021	CAWAT113533	SUPPLIES	\$37.31
		42977	3/9/2021	CAWAT113526	SUPPLIES	\$337.84
		42977	3/9/2021	CAWAT113100	SUPPLIES	\$18.58
		42977	3/9/2021	CAWAT112526	RETURN- SUPPLIES	(\$67.93)
		42977	3/9/2021	CAWAT113516	SUPPLIES	\$16.70
		42977	3/9/2021	CAWAT113279	SUPPLIES	\$16.58
	FEDEX	42978	3/9/2021	7-289-05846	FRT	\$67.00
		42978	3/9/2021	7-282-49693	FRT	\$76.94
	FIRE DETECTION UNLIMITED, INC.	42980	3/9/2021	8746	SERVICE	\$944.32
		42980	3/9/2021	8898	SERVICE & PARTS	\$274.56
		42980	3/9/2021	9395	ALARM MONITORING	\$944.32
	FISHER SCIENTIFIC	42983	3/9/2021	3434792	LAB SUPPLIES	\$272.37
		42983	3/9/2021	2334050	LAB SUPPLIES	\$240.40
		42983	3/9/2021	2258319	LAB SUPPLIES	\$131.69
		42983	3/9/2021	4732736	LAB SUPPLIES	\$47.52
		42983	3/9/2021	4904180	LAB SUPPLIES	\$95.25
		42983	3/9/2021	1569069-02-	CREDIT FOR INVOICE 1569069-02	(\$27.81)
	GRAINGER	42988	3/9/2021	9804728526	SUPPLIES	\$165.78
	GREEN TOUCH	42991	3/9/2021	906	LANDSCAPING MAINTENANCE	\$840.00
		42991	3/9/2021	854	LANDSCAPING MAINTENANCE	\$440.00
	HACH COMPANY	42993	3/9/2021	12340770	DIGITAL pH SENSOR	\$1,427.95
		42993	3/9/2021	12342053	DIGITAL pH SENSOR	\$1,288.39
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$3.79
		42897	3/3/2021	02/12/2021	SUPPLIES	\$35.47
	IDEXX LABORATORIES INC.	42997	3/9/2021	3078776335	LAB SUPPLIES	\$1,002.46

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	IDEXX LABORATORIES INC.	42997	3/9/2021	3078776321	LAB SUPPLIES	\$287.78
		42997	3/9/2021	3079104831	SUPPLIES	\$781.04
		42997	3/9/2021	3078776341	LAB SUPPLIES	\$1,175.55
	INORGANIC VENTURES INC	42999	3/9/2021	0258330-IN	LAB SUPPLIES	\$302.60
	JO-ANN STORES, LLC	43003	3/9/2021	DMARVA22-030	GLUE GUNS FOR TOOLKITS	\$3,697.90
	LIEBERT CASSIDY WHITMORE	43013	3/9/2021	1515012	LEGAL SERVICES WITH LABOR AND	\$2,848.00
		43013	3/9/2021	1514844	LEGAL SERVICES WITH LABOR AND	\$267.80
	MATHESON TRI-GAS INC.	43017	3/9/2021	23152869	LAB SERVICES	\$16.16
		43017	3/9/2021	23128349	LAB SERVICES	\$310.16
	MESITI-MILLER ENGINEERING, INC.	43018	3/9/2021	012117	SYDNEY AVE STORM DRAIN IMPROVE	\$732.00
	MISSION LINEN SUPPLY	43020	3/9/2021	279226- 03/01/2021	UNIFORM RENTAL AND LAUNDRY SER	\$1,126.02
	MONTEREY BAY ANALYTICAL SERVICES, INC.	43023	3/9/2021	2101WAT	JANUARY 2021 WATER SAMPLING	\$162.00
		43023	3/9/2021	2101WAT	JANUARY 2021 WATER SAMPLING	\$22.50
	MONTEREY COUNTY HERALD	43025	3/9/2021	0001282996	0001282996 CLASSIFIED ADVERTISING JANUARY 2021	\$615.65
	NPG MONTEREY-SALINAS, CA LLC	43030	3/9/2021	542198-1	ADVERTISING	\$500.00
	OLIN CORPORATION	43032	3/9/2021	2938779	SODIUM HYPOCHLORITE SOLUTION	\$4,757.38
	PACIFIC GAS & ELECTRIC	43045	3/9/2021	5314251010-5- 2/19	ELEC	\$5,445.78
		43051	3/9/2021	6994615709-1- 2/26	ELEC	\$59,350.22
		43042	3/9/2021	0998529372-0- 2/21	ELEC	\$71.38
	PAN-PACIFIC SUPPLY	43056	3/9/2021	29607216	REWINDING OF PUMP MOTOR	\$6,597.50
		43056	3/9/2021	29607216	REWINDING OF PUMP MOTOR	\$6,597.50
	PAPE MACHINERY, INC	43058	3/9/2021	1835844	SERVICE	\$2,124.71
		43058	3/9/2021	1835668	SERVICE	\$4,499.83

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	PAPE MACHINERY, INC	43058	3/9/2021	1835820	SERVICE AND PARTS	\$1,322.65
	PAPE MATERIAL HANDLING, INC.	43059	3/9/2021	288019S	FORKLIFT FOR WASTEWATER FACILITY	\$19,998.21
	PENINSULA PEST MANAGEMENT,	43060	3/9/2021	14295	SERVICES AT PANABAKER FACILITY	\$230.00
	INC.	43060	3/9/2021	14293	SERVICES AT CLEARWATER	\$125.00
		43060	3/9/2021	14294	SERVICES AT CLEARWATER	\$200.00
	PLATT	43062	3/9/2021	1H80114	SUPPLY	\$28.58
	PLOTTER PROS	43063	3/9/2021	55859	INVOICE #55859 FOR PLOTTER PRINTER SUPPLIES	\$574.97
	POLYDYNE INC.	43064	3/9/2021	1523294	CHEMICALS FOR WASTEWATER AND R	\$7,095.41
	PRECIADO, JAIME	43067	3/9/2021	BOOT REIMB FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$200.00
	RAFTELIS FINANCIAL CONSULTANTS, INC.	43075	3/9/2021	18240	UTILITY ENTERPRISE ANALYSIS AN	\$2,076.00
	RICOH USA, INC	43155	3/10/2021	5061519508	COPIER CHARGES	\$134.68
		43155	3/10/2021	5061519508	COPIER CHARGES	\$7.07
		43155	3/10/2021	5061519508	COPIER CHARGES	\$46.93
		43155	3/10/2021	5061519656	COPIER CHARGES	\$32.74
		43155	3/10/2021	5061518947	COPIER CHARGES	\$2.51
	ROCKWELL SOLUTIONS	43081	3/9/2021	2589	SPRING	\$208.39
	ROSEMARIE DOW	43083	3/9/2021	BOOT REIMB FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$152.95
	SCHAAF & WHEELER, CONSULTING CIVIL	43089	3/9/2021	33849	MILES LANE PUMP STATION UPGRAD	\$10,365.00
	SHAPE, INC.	43093	3/9/2021	128032	EFFLUENT WETWELL	\$13,088.15
	SJSU RESEARCH FOUNDATION	43095	3/9/2021	AR012484	CHARTER OF JOHN H. MARTIN	\$1,186.25
		43095	3/9/2021	AR021546	CHARTER OF JOHN H. MARTIN	\$365.00
		43095	3/9/2021	AR021422	CHARTER OF JOHN H. MARTIN FOR RESEARCH	\$547.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	SOFTWAREONE, INC.	43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$881.10
		43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$881.10
	STOKE, BRAD	43101	3/9/2021	CWEA REIMBURSEMENT S	PW- CWEA MEMBERSHIP AND CERTIFICATION RENEWALS	\$192.00
		43101	3/9/2021	CWEA REIMBURSEMENT S	PW- CWEA MEMBERSHIP AND CERTIFICATION RENEWALS	\$202.00
	STUART ANDREW MORRISON	43102	3/9/2021	2102-3	COLLECTION DIVISION TRAINING	\$900.00
	SUNSYSTEM TECHNOLOGY	43103	3/9/2021	026532	CITYWIDE SOLAR MAINTENANCE CON	\$2,922.37
	TEKLEEN AUTOMATIC FILTERS, INC.	43107	3/9/2021	28715	PARTS	\$282.20
	TELLEZ, RUBEN	43108	3/9/2021	02/17/2021 REIMB.	PW- REIMBURSEMENT FOR GAS EXPENSE	\$80.00
	TELSTAR INSTRUMENTS, INC.	43158	3/10/2021	106393	ELECTRICAL AND INSTRUMENTATION	\$1,352.85
		43158	3/10/2021	106722	ELECTRICAL AND INSTRUMENTATION	\$13,210.69
	TERRA X PEST SERVICE, INC.	43110	3/9/2021	38610	SERVICE	\$240.00
	TESCO CONTROLS, INC.	43111	3/9/2021	0072015-IN	PAJARO VALLEY DISK FILTER IMPR	\$84,214.80
	THATCHER COMPANY, INC.	43113	3/9/2021	282134	CHEMICALS FOR RECYCLE WATER	\$4,167.94
	TRITON CONSTRUCTION INC.	43117	3/9/2021	17404	OPERATOR SERVICES	\$400.00
	U S BANK CORPORATE PAYMENT SYSTEM	42902	3/3/2021	2625-01/22/2021	APPLE ADAPTER FOR IPAD	\$20.76
		42902	3/3/2021	2625-01/22/2021	HEADSETS FOR PW	\$136.51
		42902	3/3/2021	2625-01/22/2021	IPAD COVER FOR R.SMITH	\$76.42
		43118	3/9/2021	9464-01/22/2021	MEMBERSHIP FEE- WILL BE REFUNDED NEXT MONTH	\$14.19
	USA BLUEBOOK	43126	3/9/2021	493416	USB DREDGER	\$3,278.55
		43126	3/9/2021	491348	SUPPLIES	\$555.39

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	USA BLUEBOOK	43126	3/9/2021	491289	SUPPLIES	\$16.24
	VERIZON WIRELESS	43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$77.10
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$71.61
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$46.28
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$38.01
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$38.01
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$114.03
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$76.02
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$114.03
	VWR INTERNATIONAL IN	43129	3/9/2021	8803857807	LAB SUPPLIES	\$222.60
		43129	3/9/2021	8803611502	LAB SUPPLIES	\$228.64
		43129	3/9/2021	8803611503	LAB SUPPLIES	\$67.21
		43129	3/9/2021	8803650855	LAB SUPPLIES	\$766.20
		43129	3/9/2021	8803841985	LAB SUPPLIES	\$531.45
	WATSONVILLE BLUEPRINT	43130	3/9/2021	98284	PRINTING SERVICE	\$58.27
	WECO INDUSTRIES	43134	3/9/2021	0047103-IN	PARTS & REPAIR	\$683.70
		43134	3/9/2021	0047187-IN	REPAIRS	\$461.24
		43134	3/9/2021	0047188-IN	SUPPLIES	\$1,582.55
	WINZER CORPORATION	43138	3/9/2021	6811185	LIME REMOVER	\$384.40
	YOURSERVICESOLUTIONS.COM	43140	3/9/2021	210252	INSTALLATION OF EV CAR CHARGER	\$1,712.50
	INC.	43140	3/9/2021	210252	INSTALLATION OF EV CAR CHARGER	\$4,962.50
		43140	3/9/2021	210251	INSTALLATION OF EV CAR CHARGER	\$1,712.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	YOURSERVICESOLUTIONS.COM	43140	3/9/2021	210251	INSTALLATION OF EV CAR CHARGER	\$9,622.50
	ZARAGOZA, RUDY	43141	3/9/2021	3/2/2021	PW-CWEA MEMBERSHIP	\$192.00
	Fund Total					\$396,830.85
0720	AMERICAN MESSAGING	42913	3/9/2021	M7023541VC	PAGER SERVICE FOR WATER FRM 03/01/2021-03/21/21	\$76.99
	ARRIAGA, JOHN	42918	3/9/2021	8266	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$2,907.08
	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$295.56
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$294.53
	BILL FANNIN FENCING	42931	3/9/2021	FEBRUARY 2, 2021	FEBRUARY 2, 2021- HARVEST DR GATE #2 FABRICATION O	\$3,900.00
		42931	3/9/2021	JANUARY 20, 2021	HARVEST DR GATE #2 1/10/2021 SERVICE CALL DUE TO W	\$510.00
	C&A PORTABLE POTTIES SERVICE, LLC	42941	3/9/2021	2282-5	SERVICE	\$480.70
	CESAR SANCHEZ	42947	3/9/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$163.48
	EPICO SYSTEMS INC.	42975	3/9/2021	2020-95	FIBER OPTICS MAINTENANCE CONTR	\$7,365.00
	FASTENAL COMPANY	42977	3/9/2021	CAWAT113389	PARTS	\$23.12
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$215.13
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$645.37
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$645.37
		42977	3/9/2021	CAWAT113071	PARTS	\$86.39
	FIRST ALARM, INC.	42982	3/9/2021	593847	ALARM SERVICE	\$270.36
	GRAINGER	42988	3/9/2021	9796166206	US FLAG	\$114.27
	GRANITE ROCK COMPANY	42989	3/9/2021	JANUARY 2021	PURCHASE OF CONSTRUCTION MATER	\$40,595.57

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0720	GRANITE ROCK COMPANY	42989	3/9/2021	JANUARY 2021	PURCHASE OF CONSTRUCTION MATER	\$5,121.18
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$1,523.43
		42897	3/3/2021	02/12/2021	SUPPLIES	\$58.83
		42897	3/3/2021	02/12/2021	SUPPLIES	\$99.12
		42897	3/3/2021	02/12/2021	SUPPLIES	\$751.91
	JOSE MANUEL PONCE	43005	3/9/2021	2/16/2021	PW-SAFETY BOOTS	\$200.00
	LA SELVA	43009	3/9/2021	6367	TREE REMOVAL	\$875.00
	MISSION LINEN SUPPLY	43020	3/9/2021	292106- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$587.95
		43020	3/9/2021	292107- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$727.17
		43020	3/9/2021	279214- 03/01/2021	UNIFORM RENTAL AND LAUNDRY SER	\$239.16
	MNS ENGINEERS, INC.	43021	3/9/2021	77069	VARIOUS WATER/WASTEWATER DESIG	\$5,892.50
		43021	3/9/2021	76868	VARIOUS WATER/WASTEWATER DESIG	\$16,330.00
		43021	3/9/2021	76869	VARIOUS WATER/WASTEWATER DESIG	\$33,362.50
	ORTEGA, CARLOS	43033	3/9/2021	REISSUE CHECK #38806	PW- REISSUE OF CHECK #38806	\$150.85
	OSUNA AUTO ELECTRIC & SMALL	43034	3/9/2021	41477	PARTS	\$325.87
	ENGINE REPAIR	43034	3/9/2021	41373	SERVICE TO VEHICLE	\$217.50
	PACIFIC GAS & ELECTRIC	43048	3/9/2021	8999729770-3- 2/24	ELEC	\$10.51
	PAJARO VALLEY FABRICATION	43053	3/9/2021	28680	SHEAR MATERIAL	\$41.73
	INC.	43053	3/9/2021	28679	SHEAR MATERIAL	\$57.96
	PAPE MACHINERY, INC	43058	3/9/2021	1835804	INV#1835804 WATER SERVICES- REPAIR ON JD 444K SERIA	\$1,352.19
		43058	3/9/2021	1835361	INV#1835361 WATER SERVICE- REPAIR ON BO S205 SERIAL	\$2,465.80

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	PAPE MACHINERY, INC	43058	3/9/2021	1835637	INV#1835637 WATER SERVICE- REPAIR ON JD 410G SERIAL	\$1,672.29
		43058	3/9/2021	1835766	INV#1835766 WATER SERVICE- REPAIR ON JD 444K SERIAL	\$3,256.40
		43058	3/9/2021	1835609	INV#1835609 WATER SERVICES- REPAIR ON JD 410G SERI	\$3,765.16
		43058	3/9/2021	1835904	INV#1835904 WATER SERVICES- REPAIR ON JD 410G SERIA	\$1,350.17
	POWER ENGINEERS, INC.	43065	3/9/2021	397140	CONSULTANT SERVICES FOR CITYWO	\$3,237.50
	PRAXAIR DISTRIBUTION, INC	43066	3/9/2021	61860830	CHEMICALS	\$91.24
	PSOMAS	43068	3/9/2021	170577	CORRALITOS FILTER CONCRETE AND	\$20,270.00
	RAFTELIS FINANCIAL CONSULTANTS, INC.	43075	3/9/2021	18240	UTILITY ENTERPRISE ANALYSIS AN	\$2,789.63
	RICOH USA, INC	43155	3/10/2021	5061519508	COPIER CHARGES	\$134.68
		43155	3/10/2021	5061519508	COPIER CHARGES	\$19.64
		43155	3/10/2021	5061518947	COPIER CHARGES	\$2.52
	ROJAS, MARTIN	43082	3/9/2021	2ND BOOT FY20/21	PW- 2ND BOOT REIMBURSEMENT FY20/21	\$200.00
	SABRE BACKFLOW, LLC.	43085	3/9/2021	2086	INV#2086 CALIBRATION AND SERVICE FOR SN#09180284,	\$535.89
	SDI PRESENCE LLC	43091	3/9/2021	6044	Sup. Control and Data Acquisit	\$525.00
	T & P SALES	43106	3/9/2021	12065	INV#12065 DROP IN RUBBER FLANG GASKETS & NEOPRENE	\$685.62
	TRI-COUNTY FIRE PROTECTION	43116	3/9/2021	54847	SERVICE	\$91.28
	INC	43116	3/9/2021	54433	MAINTENANCE	\$363.00
	U S BANK CORPORATE PAYMENT	43118	3/9/2021	9464-01/22/2021	AWWA RENEWAL- M. BRANDENBURG	\$100.00
	SYSTEM	43118	3/9/2021	9464-01/22/2021	ANTI-GLARE SCREEN FOR UB STAFF	\$38.12
		43118	3/9/2021	9464-01/22/2021	TRAIL PROJECT- FIELD SERVICES	\$17.80
		43118	3/9/2021	9464-01/22/2021	WATER SERVICES- PROPANE TANK	\$103.51

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	U S BANK CORPORATE PAYMENT SYSTEM	43118	3/9/2021	9464-01/22/2021	BACKFLOW CERTIFICATION COURSE- J. PONCE	\$300.00
	UNDERGROUND SERVICE ALERT	43120	3/9/2021	21DIG132494	INV#21DIG132494 CALIFORNIA STATE FEE REGULATORY C	\$1,324.49
	VERIZON WIRELESS	43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$290.52
		43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$176.67
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$342.09
		43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$76.02
	VERONICA JUAREZ	42903	3/3/2021	37453	REIMBURSEMENT- UTILITY ACCOUNT 37453	\$170.56
	Fund Total					\$171,534.88
0730	AIRTEC SERVICE,INC	42910	3/9/2021	16131	SERVICE- HEATING ISSUE	\$152.00
	AT&T	42894	3/3/2021	831724 4877- 02/07/21	SERVICE	\$190.19
	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$353.75
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$351.71
	ED BOGNER MECHANICAL CO., INC.	42972	3/9/2021	64464	SERVICE	\$288.41
	FIRST ALARM SECURITY & PATROL, INC.	42981	3/9/2021	10998448	VEHICLE FOOT PATROL	\$714.03
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$444.95
		42897	3/3/2021	02/12/2021	SUPPLIES	\$1,728.84
		42897	3/3/2021	02/12/2021	SUPPLIES	\$96.11
		42897	3/3/2021	02/12/2021	SUPPLIES	\$177.30
	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	43004	3/9/2021	35492758	QUARTERLY BILLING 03/01/2021- 05/31/2021	\$1,057.92
	MISSION LINEN SUPPLY	43020	3/9/2021	292110- 03/01/2021	UNIFORM RENTAL AND LAUNDRY SER	\$536.72

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	NAPA AUTO PARTS	43027	3/9/2021	131437	SUPPLIES	\$30.13
	NPM, INC.	43031	3/9/2021	182627	UST OPERATORS MONTHLY INSPECTION	\$80.00
	PACIFIC GAS & ELECTRIC	43041	3/9/2021	983095808081-3- 2/22	ELEC	\$129.05
	PAJARO VALLEY ELECTRIC, INC.	43052	3/9/2021	13533	DRIVING RANGE PROJECT	\$1,630.01
	RICOH USA, INC	43155	3/10/2021	5061519927	COPIER CHARGES	\$26.39
	U S BANK CORPORATE PAYMENT SYSTEM	42902	3/3/2021	2625-01/22/2021	HEASET FOR AIR-ALEX	\$24.29
		42902	3/3/2021	2625-01/22/2021	WATSONVILLEFLYIN.ORG RENEWAL	\$42.34
	UNITED SITE SERVICES INC.	43124	3/9/2021	114-11544669	SERVICE	\$80.43
	VERIZON WIRELESS	43128	3/9/2021	9873930660	CITY CELL & DATA CHARGES FROM 01/23-02/22/2021	\$150.26
	WATSONVILLE BLUEPRINT	43130	3/9/2021	98135	BOND COPY	\$58.02
	WORLD FUEL SERVICES	43139	3/9/2021	731404	PURCHASE OF AVIATION GRADE GAS	\$15,397.89
		43139	3/9/2021	730840	PURCHASE OF AVIATION GRADE GAS	\$29,088.67
	Fund Total					\$52,829.41
0740	AIR UNLIMITED	42909	3/9/2021	291700	INV#291700 PROPANE 41 GALLONS ON 2/5/2021	\$132.09
		42909	3/9/2021	291694	INV#291694 PROPANE 21.5 GALLONS ON 1/29/2021	\$69.27
		42909	3/9/2021	291714	INV#291714 PROPANE 29.2 GALLONS 2/21/2021	\$94.08
		42909	3/9/2021	291649	INV#291649 PROPANE 29.7 GALLONS ON 2/19/2021	\$95.68
		42909	3/9/2021	291727	INV#291727 PROPANE 45 GALLONS ON 2/15/2021	\$144.98
		42909	3/9/2021	291640	INV#291640 PROPANE 35.6 GALLONS ON 2/10/2021	\$114.69
		42909	3/9/2021	291745	INV#291745 PROPANE 38 GAL ON 3/3/2021	\$122.43
	ALTEC INDUSTRIES INC	42912	3/9/2021	11583029	HYDRAULIC CYLINDER	\$1,421.20

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	AMERIGAS	42915	3/9/2021	3118193680	PROPANE	\$452.67
	AMREP COMPANY, INC	42893	3/3/2021	3/1/2021	PARTS & REPAIR SUPPLIES	\$5,772.75
	ARRIAGA, JOHN	42918	3/9/2021	8266	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	42919	3/9/2021	AR025242	FY21- LEVELIZED CHARGE-NAT GAS	\$198.21
	AT&T-CAL NET 2	42921	3/9/2021	000015942714	PHONE CHARGES VARIOUS DEP FROM 12/24/20-01/23/21	\$327.91
		42921	3/9/2021	000016079365	CALNETC60_PHONE CHARGES FROM 01/24-01/23/21	\$327.00
	AWTI 3RD EYE CAM	42924	3/9/2021	200008	BACKLIT MONITOR AND EXTENSION CABLE	\$589.48
	BANDERAS, FABIAN	42926	3/9/2021	BOOT REIMB. FY20/21	PW-BOOT REIMBURSEMENT FY20/21	\$200.00
	BURTON'S FIRE APPARATUS, INC.	42940	3/9/2021	51664	PARTS	\$483.95
	CAMPOS BROS. RECOVERY, INC.	42943	3/9/2021	12189	INV#12189 APPLIANCE RECYCLER 2/16/2021	\$450.00
		42943	3/9/2021	12609	INV#12609 APPLIANCE RECYCLE 2/9/2021	\$477.00
		42943	3/9/2021	12729	INV#12729 APPLIANCE RECYCLED ON 3/2/2021	\$524.00
		42943	3/9/2021	12757	INV#12757 APPLIANCE RECYCLED ON 2/23/2021	\$450.00
	CHAVEZ, CARLOS	42950	3/9/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$166.76
	CHEVROLET OF WATSONVILLE	42952	3/9/2021	244812	FILTER	\$17.70
		42952	3/9/2021	244412	PARTS	\$153.11
	D&G SANITATION	42965	3/9/2021	278419	SERVICE	\$191.10
	DIAMOND VIEW AUTO GLASS	42969	3/9/2021	INV-0744	WINDSHIELD REPAIR	\$85.00
	FASTENAL COMPANY	42977	3/9/2021	CAWAT113501	PARTS	\$7.65
		42977	3/9/2021	CAWAT113335	PARTS	\$13.32
		42977	3/9/2021	CAWAT113604	SUPPLIES	\$289.10

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0740	FASTENAL COMPANY	42977	3/9/2021	CAWAT113603	PARTS	\$2.99
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$215.13
		42977	3/9/2021	CAWAT112885	STEEL FRAME	\$645.37
		42977	3/9/2021	CAWAT112980	SUPPLIES	\$311.72
		42977	3/9/2021	CAWAT113422	SUPPLIES	\$1,733.10
		42977	3/9/2021	CAWAT113461	PARTS	\$41.24
		42977	3/9/2021	CAWAT113407	SUPPLIES	\$180.45
		42977	3/9/2021	CAWAT113375	PARTS	\$17.17
	FREEDOM TUNE-UP	42984	3/9/2021	12075	VEHICLE SMOG	\$65.00
	GCS ENVIRONMENTAL EQUIPMENT SERVICES	42986	3/9/2021	22803	OPERATORS MANUAL	\$138.08
	GOLDEN GATE TRUCK CENTER	42987	3/9/2021	FA005037202:01	PARTS	\$382.04
		42987	3/9/2021	FA005040588:01	PARTS	\$120.71
	GRAINGER	42988	3/9/2021	9810595158	SUPPLIES	\$134.73
	HOME DEPOT CREDIT SERVICES	42897	3/3/2021	02/12/2021	SUPPLIES	\$5.47
	HOPE SERVICES, INC.	42996	3/9/2021	S171795	LITTER REMOVAL FROM CITY ROADW	\$1,995.00
		42996	3/9/2021	S171795	LITTER REMOVAL FROM CITY ROADW	\$1,995.00
	INLAND INDUSTRIAL TIRE NORTH INC.	42998	3/9/2021	266484	23.5R25 YOKOHAMA RB31 E-3/L-3 DISMOUNT POLYFILLED	\$14,602.86
	INTERSTATE BATTERY CO	43000	3/9/2021	03/02/2021	BATTERIES	\$652.22
	KELLY-MOORE PAINT COMPANY,	43008	3/9/2021	818-00000321515	PAINT	\$140.59
	INC.	43008	3/9/2021	818-00000321448	PAINT	\$151.73
	LINCOLN STREET RADIATOR	43014	3/9/2021	21814	HEATER CORE	\$907.86
	MISSION LINEN SUPPLY	43020	3/9/2021	292104- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$341.88
		43020	3/9/2021	292101- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$308.40

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0740	MISSION LINEN SUPPLY	43020	3/9/2021	292100- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$918.00
		43020	3/9/2021	292103- 02/28/2021	UNIFORM RENTAL AND LAUNDRY SER	\$305.36
	MONTEREY BAY AIR RESOURCES DISTRICT	43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$317.00
		43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$425.00
		43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$465.00
		43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$354.00
		43022	3/9/2021	410-012921	ANNUAL RENEWAL INVOICE 410- 012921	\$354.00
	MORENO ROOFING CORPORATION	43026	3/9/2021	1050476	INV#1050476 REPAIR WORK	\$419.82
	NATIONAL TRUCK SALES & SERVICE	43028	3/9/2021	244093	VEHICLE SERVICE	\$5,244.85
	NORCAL KENWORTH	43029	3/9/2021	F205919	PARTS	\$459.28
	NPM, INC.	43031	3/9/2021	182592	TRIENNIAL OVERFILL/DROP TUBE PREVENTION INSPECTION	\$500.00
	OSUNA AUTO ELECTRIC & SMALL	43034	3/9/2021	41414	PARTS AND SERVICE	\$690.09
	ENGINE REPAIR	43034	3/9/2021	41345	PARTS AND SUPPLIES	\$968.02
		43034	3/9/2021	41554	PARTS	\$60.40
	PACIFIC GAS & ELECTRIC	43043	3/9/2021	1437608399-5- 2/19	ELEC	\$2,159.53
	PAJARO VALLEY FABRICATION	43053	3/9/2021	28665	LABOR TO REPAIR TRUCK	\$1,100.00
	INC.	43053	3/9/2021	28654	LABOR TO REPAIR TRUCK	\$1,329.22
	PAJARO VALLEY PRINTING	43055	3/9/2021	41749	ADVERTISING MATERIALS	\$304.81
	PAPE MACHINERY, INC	43058	3/9/2021	1835689	INV#1853689 PDO- REPAIR ON JD 244E SERIAL NO. T624	\$2,103.50
		43058	3/9/2021	1835711	INV#1835711 PDO-REPAIR ON JD 85G SERIAL NO. 1FF085	\$1,885.62

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0740	PAPE MACHINERY, INC	43058	3/9/2021	1835713	INV#1835713 PDO-REPAIR ON JD 444H SERIAL NO. DW444	\$2,212.27
		43058	3/9/2021	1835801	INV#1835801 PDO-REPAIR ON JD 244E SERIAL NO:T6244E	\$327.87
		43058	3/9/2021	1835580	INV#1835580 PDO-REPAIR ON JD 85G SERIAL NO. 1FF085	\$915.91
		43058	3/9/2021	1835800	INV#1835800 REPAIR ON PDO-JD SERIAL NO. DW444HX584	\$1,379.01
		43058	3/9/2021	1835827	INV#1835827 LANDFILL-REPAIR ON JD 762B-2 SERIAL NO	\$3,103.04
		43058	3/9/2021	1835346	INV#1835346 LANDFILL-REPAIR ON JD 510D SERIAL NO.	\$735.36
		43058	3/9/2021	1835521	INV#1835521 LANDFILL-REPAIR ON ZZ GENERATOR SERIAL	\$643.80
		43058	3/9/2021	1835335	INV#1835335 LANDFILL-REPAIR ON JD 624J SERIAL NO.	\$1,469.56
		43058	3/9/2021	1835314	INV#1835314 LANDFILL-REPAIR ON JD 700H SERIAL NO.	\$2,836.64
		43058	3/9/2021	1835378	INV#1835378 LANDFILL-REPAIR ON JD 762B-2 SERIAL NO	\$805.40
		43058	3/9/2021	1835784	INV#1835784 LANDFILL-REPAIR ON JD 700D SERIAL NO.	\$1,303.15
		43058	3/9/2021	12518865	INV#12518865 AT156445 FILLER CAP	\$106.97
	PKT WELDING & FABRICATION	43061	3/9/2021	1939	INV#1939 REPAIR DUMPSTER #3	\$300.59
		43061	3/9/2021	1940	INV#1940 MANUFACTURE SAFETY LIGHT BRACKETS AND DRI	\$231.14
	PRAXAIR DISTRIBUTION, INC	43066	3/9/2021	61356252	CYLINDER RENT	\$103.94
	QUALITY WATER ENTERPRISES	43070	3/9/2021	1183601	INV#1183601 5 GAL WATER FOR THE LANDFIL-SERVICE FO	\$28.84
	QUINTERO TIRES WHEEL SERVICE	43072	3/9/2021	16605	NEW TIRE 315 80 AND SERVICE CALL	\$835.00
	RAFTELIS FINANCIAL CONSULTANTS, INC.	43075	3/9/2021	18240	UTILITY ENTERPRISE ANALYSIS AN	\$1,621.87
	RAYMUNDO MARTIN	43077	3/9/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$179.80

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	S. MARTINELLI & COMPANY	43084	3/9/2021	1800000234	INV#1800000234 SCALE USAGE FOR NOVEMBER 2020	\$22.00
		43084	3/9/2021	1800000212	INV#1800000212 SCALE USAGE FOR SEPTEMBER 2020	\$22.00
	SNAP ON INDUSTRIAL	43096	3/9/2021	ARV-46935867	PARTS	\$1,061.75
	SOFTWAREONE, INC.	43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$440.55
	SPECIALTY DISTRIBUTORS, INC	43099	3/9/2021	141860	PINS	\$478.09
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	43100	3/9/2021	05032443	INV#05032443 NO PARKING SIGNS FOR SWEEPERS	\$652.74
	SUNSYSTEM TECHNOLOGY	43103	3/9/2021	026532	CITYWIDE SOLAR MAINTENANCE CON	\$1,409.00
	TIREHUB, LLC	43115	3/9/2021	18860383	TIRES	\$1,713.30
	TRI-COUNTY FIRE PROTECTION INC	43116	3/9/2021	54929	SERVICE	\$126.00
		43116	3/9/2021	54791	FIRE EXTINGUISHER	\$557.31
	U S BANK CORPORATE PAYMENT SYSTEM	43118	3/9/2021	9464-01/22/2021	ECOTRAPS FOR LANDFILL	\$111.34
		43118	3/9/2021	9464-01/22/2021	VEHICLE DIAGNOSTICS SOFTWARE LIC	\$285.00
		43118	3/9/2021	9464-01/22/2021	FUEL STATION HANDWASH STATION	\$1,921.17
		43118	3/9/2021	9464-01/22/2021	FIELD SERVICES- PROFESSIONAL DEVELOPMENT	\$34.34
		43118	3/9/2021	9464-01/22/2021	FIELD SERVICES- PROFESSIONAL DEVELOPMENT	\$103.68
		43118	3/9/2021	9464-01/22/2021	FIELD SERVICES- PROFESSIONAL DEVELOPMENT	\$72.56
	UNITED ROTARY BRUSH	43123	3/9/2021	CI262492	PARTS	\$2,675.02
	CORPORATION	43123	3/9/2021	CI258844	PARTS	\$1,368.79
	VERIZON WIRELESS	43128	3/9/2021	9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$152.10
		43128		9873937132	CELL & DATA CHARGES FOR MSC FROM 01/23-02/22/21	\$2.70
	WATSONVILLE FORD	43132	3/9/2021	23686	PARTS	\$81.76

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	WATSONVILLE FORD	43132	3/9/2021	23746	PART	\$4.52
	WEST COAST RUBBER RECYCLING	43135	3/9/2021	21-374	INV#21-374 TIRE DISPOSAL	\$892.50
	WEST COAST SECURITY INC.	43136	3/9/2021	08202020-1	FACE MASKS	\$452.00
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	43137	3/9/2021	084P12275	PARTS	\$237.97
	Fund Total					\$93,466.72
0765	LENOVO INC.	43012	3/9/2021	6456116034	10 COMPUTERS FOR CRP	\$13,110.00
	Fund Total					\$13,110.00
	ALLEN,GLAESSNER,HAZELWOOD &	42911	3/9/2021	13489	13489 CASTILLO V COW	\$7,740.00
	WERTH, LLP	42911	3/9/2021	13707	13707 CASTILLO V COW	\$3,937.50
		42911	3/9/2021	14507	14507 CASTILLO V COW	\$10,142.50
	BORDIN SEMMER LLT	42934	3/9/2021	121720 3100- 049M	121720 3100-049M ORTEGA V COW	\$742.50
		42934	3/9/2021	011821-0490M	011821-0490M ORTEGA V COW	\$1,363.55
	COLLINS COLLINS MUIR &	42956	3/9/2021	4335071	PEDROZA V COW	\$851.50
	STEWART LLP	42956	3/9/2021	4333749	4333749 PEDROZA V COW	\$182.00
		42956	3/9/2021	4334428	4334428 PEDROZA V COS	\$1,173.00
		42956	3/9/2021	4335387	4335387 ARGUETA V COW	\$1,867.50
	LWP CLAIMS SOLUTIONS INC	43015	3/9/2021	19343	CLAIMS ADMINISTRATION - MARCH 2021	\$13,574.00
	THE GRUNSKY LAW FIRM LLC	43151	3/10/2021	96251	PROFESSIONAL SERVICES	\$29,025.38
	Fund Total					\$70,599.43
0787	PREFERRED BENEFIT	42900	3/3/2021	EIA39358	CLAIMS TO 2/25/21	\$10,333.63
		43154	3/10/2021	39439	CLAIM PD W/E 3/4/2021	\$13,631.27
		42900	3/3/2021	EIA39336	EIA39336- CLAIMS WEEK ENDING 02/18/2021	\$7,804.79
	WORKTERRA	42905	3/3/2021	WAT0321	BENEFITS MARCH 2021	\$601,316.19
	Fund Total					\$633,085.88

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0790	AT&T-CAL NET 2	42921	3/9/2021	000015942864	CALNET PRIMARY ACCOUNT FROM 12/24/20-01/23/21	\$1,880.73
		42921	3/9/2021	000016079515	CALNET PRIMARY ACCOUNT FROM 01/24/21-02/23/21	\$1,955.21
	LAYER 1 NETWORKS INC.	43010	3/9/2021	40391	CABLE REPAIR AT CIVIC PLAZA	\$748.76
	SDI PRESENCE LLC	43091	3/9/2021	5815	DIRECT LABOR T&M	\$350.00
	SOFTWAREONE, INC.	43097	3/9/2021	US-PSI-1018399	MICROSOFT TRUE UP LICENSES	\$4,916.58
	U S BANK CORPORATE PAYMENT SYSTEM	42902	3/3/2021	2625-01/22/2021	WATSONVILLE.ORG RENEWAL	\$859.98
		42902	3/3/2021	2625-01/22/2021	MATRIX SWTICH FOR CHAMBERS	\$163.88
		42902	3/3/2021	2625-01/22/2021	FIBER PATCH CABLES FOR IT	\$62.22
	Fund Total					\$10,937.36
Total	Total					\$2,623,402.11



### MISCELLANEOUS DOCUMENTS REPORT MARCH 23, 2021

#### 1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES

-- Crossroad Chevron March 12, 2021

#### 2.0 PROCLAMATIONS & CERTIFICATES

- -- Brenda Villafano Team Hunger Fighters of the Year March 4, 2021
- --KSBW 8 & Joseph W. Heston Lifetime Achievement Award March 4, 2021
- --Mary Wells Hunger Fighter of the Year March 4, 2021

#### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control

1137 WESTRIDGE PARKWAY

SALINAS, CA 93907 (831) 755-1990

File Number: 620905

Receipt Number: 2664488MAR 15 21 PM 3:48

Geographical Code: 4403

Copies Mailed Date: March 12, 2021

Issued Date:

DISTRICT SERVING LOCATION: SALINAS

Received Watsonville City Clerk

First Owner:

KDS DHALIWAL INVESTMENTS INC

Name of Business:

CROSSROAD CHEVRON

Location of Business:

1851 MAIN ST

WATSONVILLE, CA 95076

County:

SANTA CRUZ

Is Premises inside city limits?

Yes

Census Tract:

1104.00

Mailing Address:(If different

from

3736 FALLON RD

#509

premises address)

DUBLIN, CA 94568

Type of license(s):

21

Dropping Partner: Yes

Transferor's license/name:

License Type 21 - Off-Sale General	Transaction Type ORI	Master Y	Secondary LT And Count		d Count
License Type Application Fee	Transaction Description	Fee Code	Dup	<u>Date</u> 09/28/20	Fee \$15,835,00
1 - Off-Sale General	ANNUAL FEE	NA NA	Ω	03/12/21	\$814.00
				Total	\$16,649.00

No Have you ever been convicted of a felony?

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act?

STATE OF CALIFORNIA

County of SANTA CRUZ

Date: September 28, 2020

Applicant Name(s)

KDS DHALIWAL INVESTMENTS INC



#### roclamation

#### Brenda Villafano Team Hunger Fighters of the Year March 4, 2021

WHEREAS, Second Harvest Food Bank Santa Cruz County wishes to recognize Brenda Villafano and team for their extraordinary contributions to the nutrition and health of their community; and

WHEREAS, Brenda Villafano and team are Watsonville residents who provided over 500 hours of volunteer service in 2020 at Freedom School; and

WHEREAS, they did not want to close their food distribution site because of the pandemic, despite normally needing 12 volunteers; and

WHEREAS, Brenda and team have ensured families, children and community members continue to have access to quality food; and

WHEREAS, Brenda and team have remained steadfast in their volunteerism and take all precautions to protect themselves and those who visit their site from COVID through social distancing; and

WHEREAS, Brenda and team have instilled their values of equality, compassion and service to others in their children by including them in their volunteering; and

WHEREAS, Brenda and team are an inspiration with their dedication, dependability and commitment to fighting hunger and food insecurity through volunteerism, respect and compassion for people.

**NOW, THEREFORE,** I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate Brenda Villafano and team on receiving Second Harvest Food Bank Santa Cruz County's "2021 Hunger Fighters of the Year Award" and commend them for their valuable service and interest in the well-being of the community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 4<sup>th</sup> day of March, Two thousand and twenty one.

Jimmy Durra, Mayor

WATSONVILLE, CALIFORNIA



### roclamation

# KSBW8 Joseph W. Heston Lifetime Achievement Award March 4, 2021

WHEREAS, Second Harvest Food Bank Santa Cruz County wishes to recognize KSWB 8 and Joseph W. Heston for their extraordinary contributions to the health and wellbeing of their community; and

**WHEREAS,** they hosted a one day COVID relief fundraiser for the tri-county food banks, raising over \$525,000; and

WHEREAS, KSBW 8 and Joseph have raised more than \$2.5M over 36 years through their Share Your Holiday campaign in support of Second Harvest's partner agency Salvation Army; and

**WHEREAS,** they have used their media presence to raise awareness of hunger and food insecurity in their service area; and

**WHEREAS,** they hosted Project Community: A Day of Help and Hope, which generated \$236,541 for Second Harvest in a single day; and

WHEREAS, KSBW 8 broadcasts more local news than any other station in the market and has consistently worked to support the central coast communities; and

WHEREAS, KSBW 8 and Joseph take their mission to engage and inform to the next level while using the power of their three television stations, website and news app to bring people together.

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate KSBW 8, under the leadership of Joseph W. Heston, on receiving Second Harvest Food Bank Santa Cruz County's "2021 Lifetime Achievement Award" and commend them for their constant efforts in helping the communities around

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this  $4^{\text{th}}$  day of March, Two thousand and twenty one.

Jimmy Dutra, Mayor



### roclamation

#### Mary Wells Hunger Fighter of the Year March 4, 2021

WHEREAS, Second Harvest Food Bank Santa Cruz County wishes to recognize Mary Wells for her extraordinary contributions to the nutrition and health of her community; and

WHEREAS, Mary is the lead pantry volunteer for St. Vincent de Paul, which is run by parishioners from Our Lady Star of the Sea; and

WHEREAS, Mary has been volunteering for approximately 20 years, during which time she has initiated blanket and sock drives, Easter, Thanksgiving and Christmas holiday food bag events, walk-a-thons and other fundraisers in support of the pantry; and

WHEREAS, Mary has helped ensure that families, children and community members have access to quality food and other necessities; and

WHEREAS, Mary has gone above and beyond, getting to know the pantry's clients and driving many of them to grocery stores; and

WHEREAS, Mary works tirelessly and energetically to continue motivating and serving her community; and

WHEREAS, Mary is the face of St. Vincent de Paul's pantry, and is an inspiration with her dedication, dependability and steadfast commitment to fighting hunger and food insecurity with joy, dignity and love.

**NOW, THEREFORE,** I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate Mary Wells on receiving Second Harvest Food Bank Santa Cruz County's "2021 Hunger Fighter of the Year Award" and commend her for her valuable service and efforts within the community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this  $4^{th}$  day of March, Two thousand and twenty one.

Jimmy Dutra, Mayor

WATSONVILLE, CALIFORNIA

### 2020 City of Watsonville CA Community Wide Survey Frequency Table

#### SurveyType

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Phone	500	64.9	64.9	64.9
	Online	270	35.1	35.1	100.0
	Total	770	100.0	100.0	

#### Would you prefer to complete this survey in English or Spanish?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	English	452	58.7	58.7	58.7
	Spanish	318	41.3	41.3	100.0
	Total	770	100.0	100.0	

#### Overall, how satisfied are you with how the City of Watsonville is currently serving the community?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	270	35.1	35.1	35.1
	Somewhat satisfied	380	49.4	49.4	84.4
	Not very satisfied	60	7.8	7.8	92.2
	Not at all satisfied	30	3.9	3.9	96.1
	Don't know / unsure	30	3.9	3.9	100.0
	Total	770	100.0	100.0	

### Thinking about the City of Watsonville three years ago, would you say the city is currently better off, worse off, or about the same?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Better off	291	37.8	37.8	37.8
	Worse off	129	16.8	16.8	54.5
	About the same	310	40.3	40.3	94.8
	Don't know / unsure	40	5.2	5.2	100.0
	Total	770	100.0	100.0	

#### How prevalent of an issue would you say are the following in the City of Watsonville? - Crime

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very prevalent	264	34.3	34.3	34.3
	Somewhat prevalent	338	43.9	43.9	78.2
	Not very prevalent	95	12.3	12.3	90.5
	Not at all prevalent	24	3.1	3.1	93.6
	Don't know / unsure	49	6.4	6.4	100.0
	Total	770	100.0	100.0	

#### How prevalent of an issue would you say are the following in the City of Watsonville? - Drug use

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very prevalent	313	40.6	40.6	40.6
	Somewhat prevalent	258	33.5	33.5	74.2
	Not very prevalent	75	9.7	9.7	83.9
	Not at all prevalent	24	3.1	3.1	87.0
	Don't know / unsure	100	13.0	13.0	100.0
	Total	770	100.0	100.0	

#### How prevalent of an issue would you say are the following in the City of Watsonville? - Gang activity

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very prevalent	282	36.6	36.6	36.6
	Somewhat prevalent	291	37.8	37.8	74.4
	Not very prevalent	94	12.2	12.2	86.6
	Not at all prevalent	37	4.8	4.8	91.4
	Don't know / unsure	66	8.6	8.6	100.0
	Total	770	100.0	100.0	

### Do you believe there is a need for the City of Watsonville to develop more programs designed to reduce crime, drug use, and gang activity in the city?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	673	87.4	87.4	87.4
	No	50	6.5	6.5	93.9
	Don't know / unsure	47	6.1	6.1	100.0
	Total	770	100.0	100.0	

#### How satisfied would you say you are with how the Watsonville Fire Department engages and interacts with the community?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	428	55.6	55.6	55.6
	Somewhat satisfied	258	33.5	33.5	89.1
	Not very satisfied	23	3.0	3.0	92.1
	Not at all satisfied	7	.9	.9	93.0
	Don't know / unsure	54	7.0	7.0	100.0
	Total	770	100.0	100.0	

#### How satisfied would you say you are with the Police Department's efforts to reduce crime in the City of Watsonville?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	262	34.0	34.0	34.0
	Somewhat satisfied	374	48.6	48.6	82.6
	Not very satisfied	68	8.8	8.8	91.4
	Not at all satisfied	41	5.3	5.3	96.8
	Don't know / unsure	25	3.2	3.2	100.0
	Total	770	100.0	100.0	

#### How well would you say the Police Department performs in the following areas? - Responding to community concerns

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	210	27.3	27.3	27.3
	Good	272	35.3	35.3	62.6
	Fair	163	21.2	21.2	83.8
	Poor	62	8.1	8.1	91.8
	Don't know / unsure	63	8.2	8.2	100.0
	Total	770	100.0	100.0	

### How well would you say the Police Department performs in the following areas? - Communicating information to the community

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	198	25.7	25.7	25.7
	Good	284	36.9	36.9	62.6
	Fair	176	22.9	22.9	85.5
	Poor	56	7.3	7.3	92.7
	Don't know / unsure	56	7.3	7.3	100.0
	Total	770	100.0	100.0	

#### How well would you say the Police Department performs in the following areas? Engaging in community events

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	193	25.1	25.1	25.1
	Good	315	40.9	40.9	66.0
	Fair	148	19.2	19.2	85.2
	Poor	38	4.9	4.9	90.1
	Don't know / unsure	76	9.9	9.9	100.0
	Total	770	100.0	100.0	

# How satisfied are you with the following aspects of the City of Watsonville community? - Opportunities to participate in community matters (Council and Planning meetings, special events, Town hall meetings)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	210	27.3	27.3	27.3
	Somewhat satisfied	360	46.8	46.8	74.0
	Not very satisfied	63	8.2	8.2	82.2
	Not at all satisfied	27	3.5	3.5	85.7
	Don't know / unsure	110	14.3	14.3	100.0
	Total	770	100.0	100.0	

### How satisfied are you with the following aspects of the City of Watsonville community? - Opportunities to volunteer (Commissions and boards)

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	202	26.2	26.2	26.2
	Somewhat satisfied	327	42.5	42.5	68.7
	Not very satisfied	67	8.7	8.7	77.4
	Not at all satisfied	30	3.9	3.9	81.3
	Don't know / unsure	144	18.7	18.7	100.0
	Total	770	100.0	100.0	

#### How would you rate the sense of community in the City of Watsonville? Would you say it is...

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	136	17.7	17.7	17.7
	Good	352	45.7	45.7	63.4
	Fair	208	27.0	27.0	90.4
	Poor	47	6.1	6.1	96.5
	Don't know / unsure	27	3.5	3.5	100.0
	Total	770	100.0	100.0	

#### How would you rate the sense of inclusiveness and diversity in the City of Watsonville? Would you say it is...

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	119	15.5	15.5	15.5
	Good	348	45.2	45.2	60.6
	Fair	198	25.7	25.7	86.4
	Poor	59	7.7	7.7	94.0
	Don't know / unsure	46	6.0	6.0	100.0
	Total	770	100.0	100.0	

#### Please tell me how you would rate the City of Watsonville as a... - Place to live

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	223	29.0	29.0	29.0
	Good	349	45.3	45.3	74.3
	Fair	167	21.7	21.7	96.0
	Poor	29	3.8	3.8	99.7
	Don't know / unsure	2	.3	.3	100.0
	Total	770	100.0	100.0	

#### Please tell me how you would rate the City of Watsonville as a... - Place to raise children

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	174	22.6	22.6	22.6
	Good	317	41.2	41.2	63.8
	Fair	197	25.6	25.6	89.4
	Poor	56	7.3	7.3	96.6
	Don't know / unsure	26	3.4	3.4	100.0
	Total	770	100.0	100.0	

#### Please tell me how you would rate the City of Watsonville as a... - Place to retire

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	152	19.7	19.7	19.7
	Good	278	36.1	36.1	55.8
	Fair	190	24.7	24.7	80.5
	Poor	102	13.2	13.2	93.8
	Don't know / unsure	48	6.2	6.2	100.0
	Total	770	100.0	100.0	

### Would you support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	473	61.4	61.4	61.4
	No	199	25.8	25.8	87.3
	Don't know / unsure	98	12.7	12.7	100.0
	Total	770	100.0	100.0	

### How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - The quality of recreation programs and events

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	192	24.9	24.9	24.9
	Somewhat satisfied	341	44.3	44.3	69.2
	Not very satisfied	61	7.9	7.9	77.1
	Not at all satisfied	55	7.1	7.1	84.3
	Don't know / unsure	121	15.7	15.7	100.0
	Total	770	100.0	100.0	

# How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - Availability of recreation programs that meet my/my family's needs and interests

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	178	23.1	23.1	23.1
	Somewhat satisfied	330	42.9	42.9	66.0
	Not very satisfied	58	7.5	7.5	73.5
	Not at all satisfied	77	10.0	10.0	83.5
	Don't know / unsure	127	16.5	16.5	100.0
	Total	770	100.0	100.0	

### How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - Convenience of time and location of programs and events

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	169	21.9	21.9	21.9
	Somewhat satisfied	354	46.0	46.0	67.9
	Not very satisfied	58	7.5	7.5	75.5
	Not at all satisfied	48	6.2	6.2	81.7
	Don't know / unsure	141	18.3	18.3	100.0
	Total	770	100.0	100.0	

### How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - Affordability of recreation programs and events

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	187	24.3	24.3	24.3
	Somewhat satisfied	337	43.8	43.8	68.1
	Not very satisfied	53	6.9	6.9	74.9
	Not at all satisfied	49	6.4	6.4	81.3
	Don't know / unsure	144	18.7	18.7	100.0
	Total	770	100.0	100.0	

### How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - The quality of parks

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	245	31.8	31.8	31.8
	Somewhat satisfied	342	44.4	44.4	76.2
	Not very satisfied	82	10.6	10.6	86.9
	Not at all satisfied	51	6.6	6.6	93.5
	Don't know / unsure	50	6.5	6.5	100.0
	Total	770	100.0	100.0	

### How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation - Convenience of accessing quality parks from your home

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	263	34.2	34.2	34.2
	Somewhat satisfied	326	42.3	42.3	76.5
	Not very satisfied	70	9.1	9.1	85.6
	Not at all satisfied	58	7.5	7.5	93.1
	Don't know / unsure	53	6.9	6.9	100.0
	Total	770	100.0	100.0	

#### For each, please indicate how satisfied you are with each - Shopping opportunities

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	172	22.3	22.3	22.3
	Somewhat satisfied	288	37.4	37.4	59.7
	Not very satisfied	226	29.4	29.4	89.1
	Not at all satisfied	65	8.4	8.4	97.5
	Don't know / unsure	19	2.5	2.5	100.0
	Total	770	100.0	100.0	

#### For each, please indicate how satisfied you are with each - Employment opportunities

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	125	16.2	16.2	16.2
	Somewhat satisfied	275	35.7	35.7	51.9
	Not very satisfied	222	28.8	28.8	80.8
	Not at all satisfied	64	8.3	8.3	89.1
	Don't know / unsure	84	10.9	10.9	100.0
	Total	770	100.0	100.0	

#### For each, please indicate how satisfied you are with each - Dining opportunities

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	171	22.2	22.2	22.2
	Somewhat satisfied	305	39.6	39.6	61.8
	Not very satisfied	204	26.5	26.5	88.3
	Not at all satisfied	65	8.4	8.4	96.8
	Don't know / unsure	25	3.2	3.2	100.0
	Total	770	100.0	100.0	

#### For each, please indicate how satisfied you are with each - Entertainment opportunities

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very satisfied	106	13.8	13.8	13.8
	Somewhat satisfied	223	29.0	29.0	42.7
	Not very satisfied	313	40.6	40.6	83.4
	Not at all satisfied	94	12.2	12.2	95.6
	Don't know / unsure	34	4.4	4.4	100.0
	Total	770	100.0	100.0	

#### How you would rate the City of Watsonville as a... - Place to visit

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	160	20.8	20.8	20.8
	Good	221	28.7	28.7	49.5
	Fair	267	34.7	34.7	84.2
	Poor	106	13.8	13.8	97.9
	Don't know / unsure	16	2.1	2.1	100.0
	Total	770	100.0	100.0	

#### How you would rate the City of Watsonville as a... - Place to work

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	167	21.7	21.7	21.7
	Good	242	31.4	31.4	53.1
	Fair	214	27.8	27.8	80.9
	Poor	100	13.0	13.0	93.9
	Don't know / unsure	47	6.1	6.1	100.0
	Total	770	100.0	100.0	

Next, I will read you a series of actions the City of Watsonville is considering regarding the creation of houses and jobs in the city. - Encouraging more housing developments in town

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly support	413	53.6	53.6	53.6
	Somewhat support	198	25.7	25.7	79.4
	Somewhat oppose	80	10.4	10.4	89.7
	Strongly oppose	42	5.5	5.5	95.2
	Don't know / unsure	37	4.8	4.8	100.0
	Total	770	100.0	100.0	

Next, I will read you a series of actions the City of Watsonville is considering regarding the creation of houses and jobs in the city. - Increasing development downtown in an effort to bring more jobs and housing to the community

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly support	476	61.8	61.8	61.8
	Somewhat support	204	26.5	26.5	88.3
	Somewhat oppose	34	4.4	4.4	92.7
	Strongly oppose	21	2.7	2.7	95.5
	Don't know / unsure	35	4.5	4.5	100.0
	Total	770	100.0	100.0	

Next, I will read you a series of actions the City of Watsonville is considering regarding the creation of houses and jobs in the city. - Creating additional jobs and housing near existing infrastructure, such as roads and utilities, to help preserve and

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly support	505	65.6	65.6	65.6
	Somewhat support	191	24.8	24.8	90.4
	Somewhat oppose	20	2.6	2.6	93.0
	Strongly oppose	13	1.7	1.7	94.7
	Don't know / unsure	41	5.3	5.3	100.0
	Total	770	100.0	100.0	

# Next, I will read you a series of actions the City of Watsonville is considering regarding the creation of houses and jobs in the city. - Encouraging new businesses downtown and adaptive reuse of historic buildings to foster a vibrant downtown

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly support	517	67.1	67.1	67.1
	Somewhat support	171	22.2	22.2	89.4
	Somewhat oppose	17	2.2	2.2	91.6
	Strongly oppose	23	3.0	3.0	94.5
	Don't know / unsure	42	5.5	5.5	100.0
	Total	770	100.0	100.0	

#### How prevalent of an issue would you say housing security and homelessness are in the City of Watsonville is?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Very prevalent	367	47.7	47.7	47.7
	Somewhat prevalent	280	36.4	36.4	84.0
	Not very prevalent	64	8.3	8.3	92.3
	Not at all prevalent	21	2.7	2.7	95.1
	Don't know / unsure	38	4.9	4.9	100.0
	Total	770	100.0	100.0	

### Did you know that City of Watsonville tap water meets all State and Federal regulations for drinking water, making your tap water safe to drink?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	452	58.7	58.7	58.7
	No	257	33.4	33.4	92.1
	Don't know / unsure	61	7.9	7.9	100.0
	Total	770	100.0	100.0	

### How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as: - Water

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	307	39.9	39.9	39.9
	Good	258	33.5	33.5	73.4
	Fair	132	17.1	17.1	90.5
	Poor	22	2.9	2.9	93.4
	Don't know / unsure	51	6.6	6.6	100.0
	Total	770	100.0	100.0	

### How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as: - Sewer

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	270	35.1	35.1	35.1
	Good	269	34.9	34.9	70.0
	Fair	127	16.5	16.5	86.5
	Poor	32	4.2	4.2	90.6
	Don't know / unsure	72	9.4	9.4	100.0
	Total	770	100.0	100.0	

### How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as: - Garbage

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	285	37.0	37.0	37.0
	Good	293	38.1	38.1	75.1
	Fair	125	16.2	16.2	91.3
	Poor	36	4.7	4.7	96.0
	Don't know / unsure	31	4.0	4.0	100.0
	Total	770	100.0	100.0	

### How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as: - Street Repairs

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	131	17.0	17.0	17.0
	Good	197	25.6	25.6	42.6
	Fair	191	24.8	24.8	67.4
	Poor	231	30.0	30.0	97.4
	Don't know / unsure	20	2.6	2.6	100.0
	Total	770	100.0	100.0	

### How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as: - Customer Service phone line

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Excellent	145	18.8	18.8	18.8
	Good	259	33.6	33.6	52.5
	Fair	144	18.7	18.7	71.2
	Poor	47	6.1	6.1	77.3
	Don't know / unsure	175	22.7	22.7	100.0
	Total	770	100.0	100.0	

### Now, I will read you several statements regarding the City of Watsonville library. - The library is important to the vitality of the Watsonville area.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly agree	583	75.7	75.7	75.7
	Somewhat agree	117	15.2	15.2	90.9
	Somewhat disagree	17	2.2	2.2	93.1
	Strongly disagree	7	.9	.9	94.0
	Don't know / unsure	46	6.0	6.0	100.0
	Total	770	100.0	100.0	

### Now, I will read you several statements regarding the City of Watsonville library. - The library is an integral part of educating youth in Watsonville.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly agree	609	79.1	79.1	79.1
	Somewhat agree	92	11.9	11.9	91.0
	Somewhat disagree	14	1.8	1.8	92.9
	Strongly disagree	10	1.3	1.3	94.2
	Don't know / unsure	45	5.8	5.8	100.0
	Total	770	100.0	100.0	

### Now, I will read you several statements regarding the City of Watsonville library. - The library contributes to a positive quality of life in Watsonville.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly agree	591	76.8	76.8	76.8
	Somewhat agree	115	14.9	14.9	91.7
	Somewhat disagree	6	.8	.8	92.5
	Strongly disagree	7	.9	.9	93.4
	Don't know / unsure	51	6.6	6.6	100.0
	Total	770	100.0	100.0	

### Now, I will read you several statements regarding the City of Watsonville library. - The library contributes to lifelong learning.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Strongly agree	601	78.1	78.1	78.1
	Somewhat agree	101	13.1	13.1	91.2
	Somewhat disagree	7	.9	.9	92.1
	Strongly disagree	7	.9	.9	93.0
	Don't know / unsure	54	7.0	7.0	100.0
	Total	770	100.0	100.0	

### How would you describe the frequency at which you currently receive information from the City of Watsonville? Would you say it is...

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Not enough	171	22.2	22.2	22.2
	About right	539	70.0	70.0	92.2
	Too much	17	2.2	2.2	94.4
	Don't know / unsure	43	5.6	5.6	100.0
	Total	770	100.0	100.0	

#### Which of the following categories best describes your age?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	18 to 24	46	6.0	6.0	6.0
	25 to 34	108	14.0	14.0	20.0
	35 to 44	172	22.3	22.3	42.3
	45 to 54	140	18.2	18.2	60.5
	55 to 64	109	14.2	14.2	74.7
	65 to 74	107	13.9	13.9	88.6
	75 or older	59	7.7	7.7	96.2
	Refused	29	3.8	3.8	100.0
	Total	770	100.0	100.0	

#### Which of the following best describes your total household income before taxes?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Less than \$10,000	41	5.3	5.3	5.3
	\$10,000 to less than \$25,000	153	19.9	19.9	25.2
	\$25,000 to less than \$50,000	140	18.2	18.2	43.4
	\$50,000 to less than \$75,000	65	8.4	8.4	51.8
	\$75,000 to less than \$100,000	67	8.7	8.7	60.5
	\$100,000 to less than \$125,000	36	4.7	4.7	65.2
	\$125,000 to less than \$150,000	21	2.7	2.7	67.9
	\$150,000 or more	33	4.3	4.3	72.2
	Refused	214	27.8	27.8	100.0
	Total	770	100.0	100.0	

#### Are you of Hispanic background such as Mexican, Cuban, or Puerto Rican?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	534	69.4	69.4	69.4
	No	195	25.3	25.3	94.7
	Refused	41	5.3	5.3	100.0
	Total	770	100.0	100.0	

#### What is your race?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	White	248	32.2	32.2	32.2
	African American	2	.3	.3	32.5
	Asian, Pacific Islander	8	1.0	1.0	33.5
	Aleutian, Eskimo or American Indian	3	.4	.4	33.9
	Other (please specify):	26	3.4	3.4	37.3
	Refused	110	14.3	14.3	51.6
	Hispanic	373	48.4	48.4	100.0
	Total	770	100.0	100.0	

#### Do you currently rent or own your residence?

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Rent	228	29.6	29.6	29.6
	Own	482	62.6	62.6	92.2
	Don't know / unsure	9	1.2	1.2	93.4
	Refused	51	6.6	6.6	100.0
	Total	770	100.0	100.0	

#### In your opinion, which three (3) community initiatives should be a priority for the City of Watsonville in 2021?

	. ,	•		
		Resp	onses	Percent of
		N	Percent	Cases
\$Q2_MR <sup>a</sup>	The development and preservation of quality housing units	130	6.4%	16.9%
	Development of affordable housing units	312	15.5%	40.5%
	Improvement of the City's financial sustainability	70	3.5%	9.1%
	Maintenance of the community's infrastructure and facilities (roads, utilities, sidewalks, parking lots, etc.)	166	8.2%	21.6%
	Environmental preservation and conservation (trees, wetlands, water quality, pollution prevention, etc.)	117	5.8%	15.2%
	Improve internet/Wi-Fi access city wide	45	2.2%	5.8%
	Job creation and workforce development	147	7.3%	19.1%
	Business attraction and expansion	73	3.6%	9.5%
	Improvement of community engagement	35	1.7%	4.5%
	Improvement of recreational activities and parks for residents	85	4.2%	11.0%
	Reduce crime	304	15.1%	39.5%
	Community policing	168	8.3%	21.8%
		-		

#### In your opinion, which three (3) community initiatives should be a priority for the City of Watsonville in 2021?

		Responses		Percent of	
		N	Percent	Cases	
	Expand youth prevention programs	119	5.9%	15.5%	
	Reduction of traffic congestion	69	3.4%	9.0%	
	Maintain Library services	32	1.6%	4.2%	
	Other (please specify):	70	3.5%	9.1%	
	Don't know / unsure	42	2.1%	5.5%	
	Public health/Covid- 19/Vaccine	18	0.9%	2.3%	
	High cost of living/too expensive	15	0.7%	1.9%	
Total		2017	100.0%	261.9%	

#### a. Group

#### Which three (3) of the following Fire Department services are the most important to you?

		Responses  N Percent		Percent of Cases
\$Q9_MR <sup>a</sup>	Attending neighborhood functions	127	6.8%	16.5%
	Fire safety education for children (class/school)	542	29.2%	70.4%
	Fire safety education for adults (business or group)	441	23.8%	57.3%
	Youth Fire Academy	321	17.3%	41.7%
	Social media engagement	69	3.7%	9.0%
	Fire station tours	61	3.3%	7.9%
	Car seat inspections	176	9.5%	22.9%
	Don't know / unsure	65	3.5%	8.4%
	None of the above	54	2.9%	7.0%
Total		1856	100.0%	241.0%

a. Group

# The City of Watsonville is eager to encourage healthier lifestyles through fostering active transportation options, such as walking and biking. What would you say are your barriers to do so, if any?

		Responses		Percent of	
		N	Percent	Cases	
\$Q21_MR <sup>a</sup>	I don't own a bike	105	10.1%	13.6%	
	I don't know how to ride a bike	35	3.4%	4.5%	
	I don't feel safe biking	193	18.6%	25.1%	
	I do not feel safe walking	175	16.9%	22.7%	
	It takes too long to get where I need to go	80	7.7%	10.4%	
	There are not enough places to lock my bike	66	6.4%	8.6%	
	Other (please specify):	43	4.1%	5.6%	
	I walk or bike, there are no barrier to do so	290	28.0%	37.7%	
	Not enough sidewalks/paths/bike lanes/crosswalks	22	2.1%	2.9%	
	Age/Disabled	14	1.4%	1.8%	
	Road safety (drivers speeding/distracted, traffic, etc.)	14	1.4%	1.8%	
Total		1037	100.0%	134.7%	

a. Group

## Which three (3) of the following Department of Public Works and Utilities projects do you feel are most important to invest utility rates and taxes into?

		Responses		Percent of	
		N	Percent	Cases	
\$Q46_MR <sup>a</sup>	Upgrading aging water infrastructure and storage to ensure future reliability	215	11.0%	27.9%	
	Upgrading aging wastewater treatment facility and sewer infrastructure to avoid costly repairs	192	9.8%	24.9%	
	Paving and repairing streets and roads	492	25.2%	63.9%	
	Improving street lighting	386	19.8%	50.1%	
	Improving traffic safety	326	16.7%	42.3%	
	Protecting our natural resources, such as wetlands and air quality	260	13.3%	33.8%	
	Other (please specify):	31	1.6%	4.0%	
	Don't know / unsure	30	1.5%	3.9%	
	None of the above	22	1.1%	2.9%	
Total		1954	100.0%	253.8%	

a. Group

#### How do you currently receive information from the City of Watsonville?

		Responses		Percent of	
		N	Percent	Cases	
\$Q51_MR <sup>a</sup>	Newsletters	257	18.0%	33.4%	
	E-mail	124	8.7%	16.1%	
	Social media	285	20.0%	37.0%	
	City of Watsonville website	96	6.7%	12.5%	
	Text messages	57	4.0%	7.4%	
	Phone calls	34	2.4%	4.4%	
	Television	209	14.7%	27.1%	
	Radio	66	4.6%	8.6%	
	Newspaper	100	7.0%	13.0%	
	Word of mouth	104	7.3%	13.5%	
	Other (please specify):	14	1.0%	1.8%	
	Don't know / unsure	21	1.5%	2.7%	
	I do not receive information from the City of Watsonville	29	2.0%	3.8%	
	Direct mail	18	1.3%	2.3%	
	Bill insert	10	0.7%	1.3%	
Total		1424	100.0%	184.9%	

a. Group

#### And, how would you prefer to receive information from the City of Watsonville?

		Responses		Percent of
		N	Percent	Cases
\$Q52_MR <sup>a</sup>	Newsletters	232	16.8%	30.1%
	E-mail	185	13.4%	24.0%
	Social media	253	18.3%	32.9%
	City of Watsonville website	101	7.3%	13.1%
	Text messages	104	7.5%	13.5%
	Phone calls	36	2.6%	4.7%
	Newspaper	90	6.5%	11.7%
	Television	191	13.8%	24.8%
	Radio	66	4.8%	8.6%
	Word of mouth	55	4.0%	7.1%
	Other (please specify):	16	1.2%	2.1%
	Don't know / unsure	20	1.4%	2.6%
	I do not want to receive information from the City of Watsonville	9	0.7%	1.2%
	Direct mail	22	1.6%	2.9%
Total		1380	100.0%	179.2%

a. Group

#### **UPDATED Q51 Frequency**

#### How do you currently receive information from the City of Watsonville?

		Responses		Percent of	
		N	Percent	Cases	
\$Q51_MR <sup>a</sup>	Newsletters	257	18.1%	33.4%	
	E-mail	124	8.7%	16.1%	
	Social media	285	20.0%	37.0%	
	City of Watsonville website	96	6.7%	12.5%	
	Text messages	57	4.0%	7.4%	
	Phone calls	34	2.4%	4.4%	
	Television	209	14.7%	27.1%	
	Radio	66	4.6%	8.6%	
	Newspaper	100	7.0%	13.0%	
	Word of mouth	104	7.3%	13.5%	
	Other (please specify):	14	1.0%	1.8%	
	Don't know / unsure	21	1.5%	2.7%	
	I do not receive information from the City of Watsonville	28	2.0%	3.6%	
	Direct mail	18	1.3%	2.3%	
	Bill insert	10	0.7%	1.3%	
Total		1423	100.0%	184.8%	

a. Group



#### Community Wide Survey



Report of Findings

5 March 2021 Confidential & Proprietary

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## Harnessing the power of data to help clients achieve organizational goals.

Data to support strategic decisions to improve on products and services. Since 1979, our experience with study and instrument design, data collection, analysis, and formal presentation assists our clients in identifying the "why" and "what's next."

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**Solutions** that are customized to provide a personalized approach of understanding organizational, employee, and customer needs allowing for more informed decisions.



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### Project Overview

- GreatBlue Research was commissioned by the City of Watsonville, CA (hereinafter "City of Watsonville" or "Watsonville") to conduct market research to understand their community's perceptions of various programs and services offered by the city.
- The primary goals for this research study were to assess community initiatives that residents prioritize, perception of community safety and engagement, satisfaction with recreational offerings and economic opportunities, support for building and employment initiatives, and the perception of public works and educational services.
- In order to service these research goals, GreatBlue employed telephone and digital survey methodologies to capture the opinions of residents of the City of Watsonville.
- The outcome of this research will enable the City of Watsonville to a) more clearly understand current sentiments regarding the city's programs and services, b) gauge residents' order of priority of various community initiatives, and c) enhance strategic planning to incorporate improvements to the city's programs and services.



The City of Watsonville Community Wide Study leveraged a quantitative research methodology to address the following areas of investigation:

- Prioritization of community initiatives
- Perception of safety, Fire Department and Police Department
- Satisfaction with community engagement opportunities and the sense of community
- Satisfaction with the quality of recreational programs and events
- Satisfaction with economic opportunities
- Support for housing and employment initiatives
- Perception of the performance of public works
- Perception of the library
- Current and preferred methods of communication
- Demographic profiles of respondents

### Research Methodology Snapshot

Methodology

Phone / Digital

No. of Completes

770 (500 phone + 270 digital) No. of Questions

60\*

Incentive

None

Sample

Procured by GreatBlue and Watsonville

Target

Residents of the City of Watsonville

**Quality Assurance** 

Dual-level\*\*

Margin of Error

3.5%

Confidence Level

95%

Research Dates

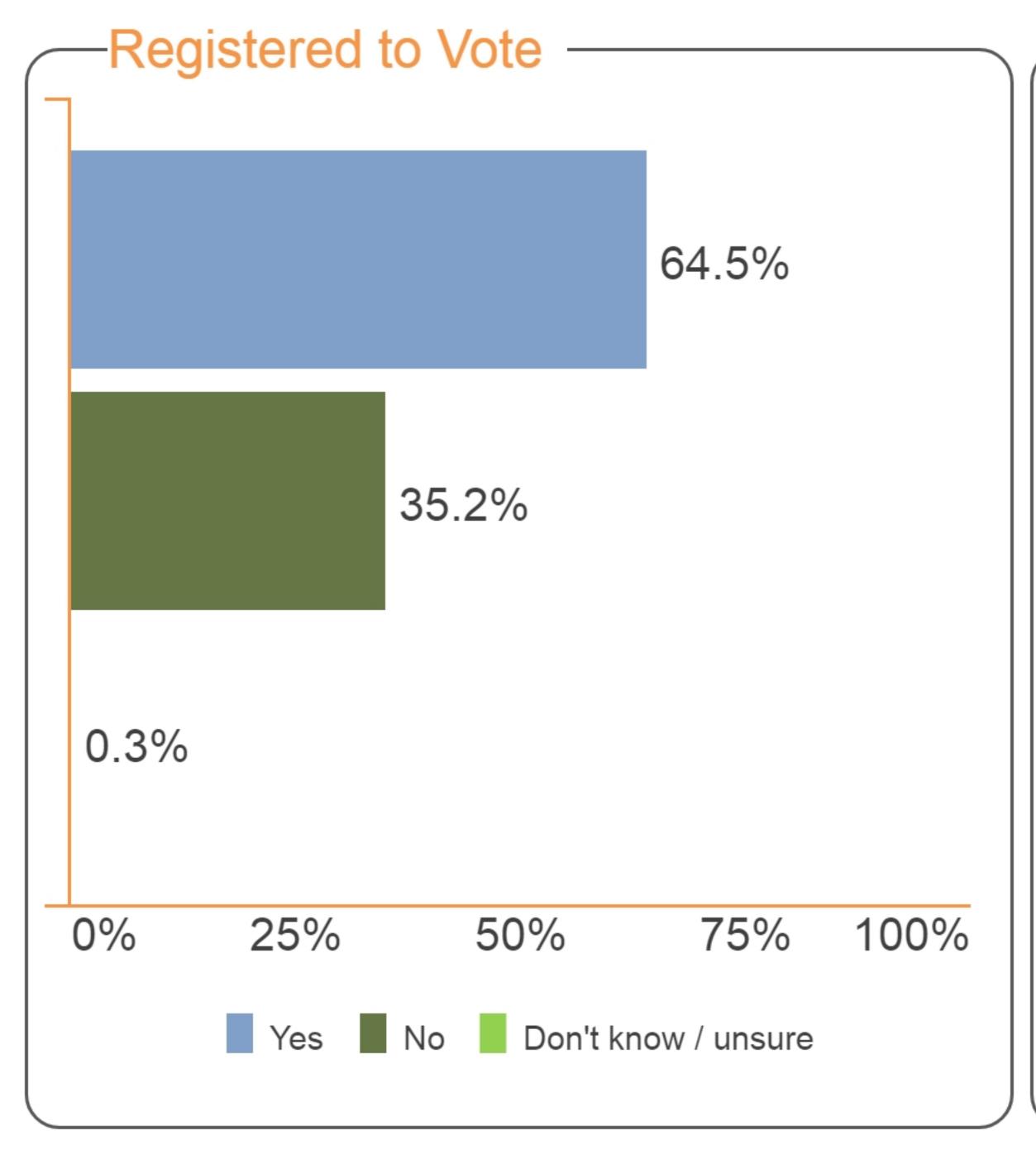
January 8 -February 16

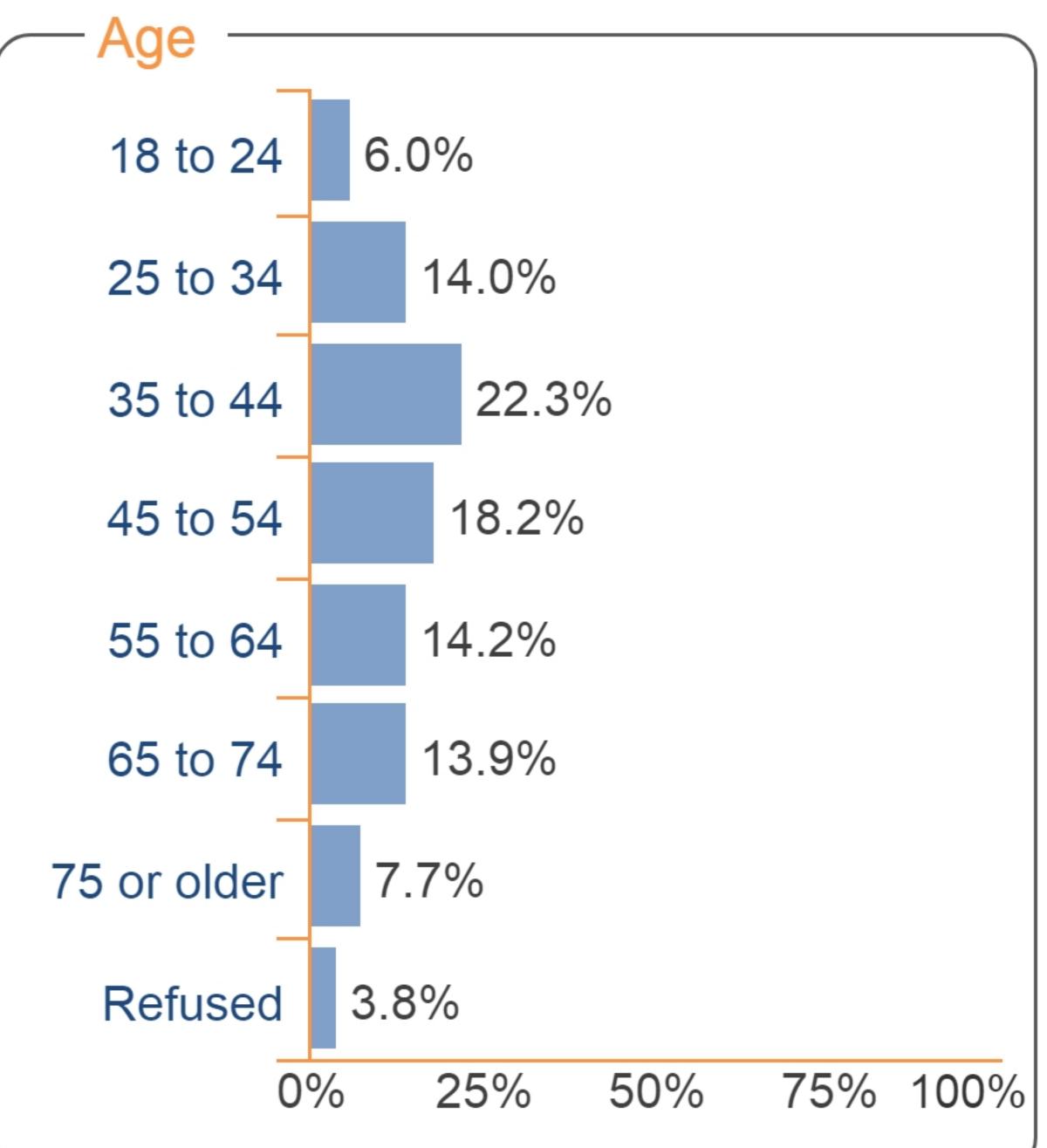
<sup>\*</sup> This represents the total possible number of questions; not all respondents will answer all questions based on skip patterns and other instrument bias.

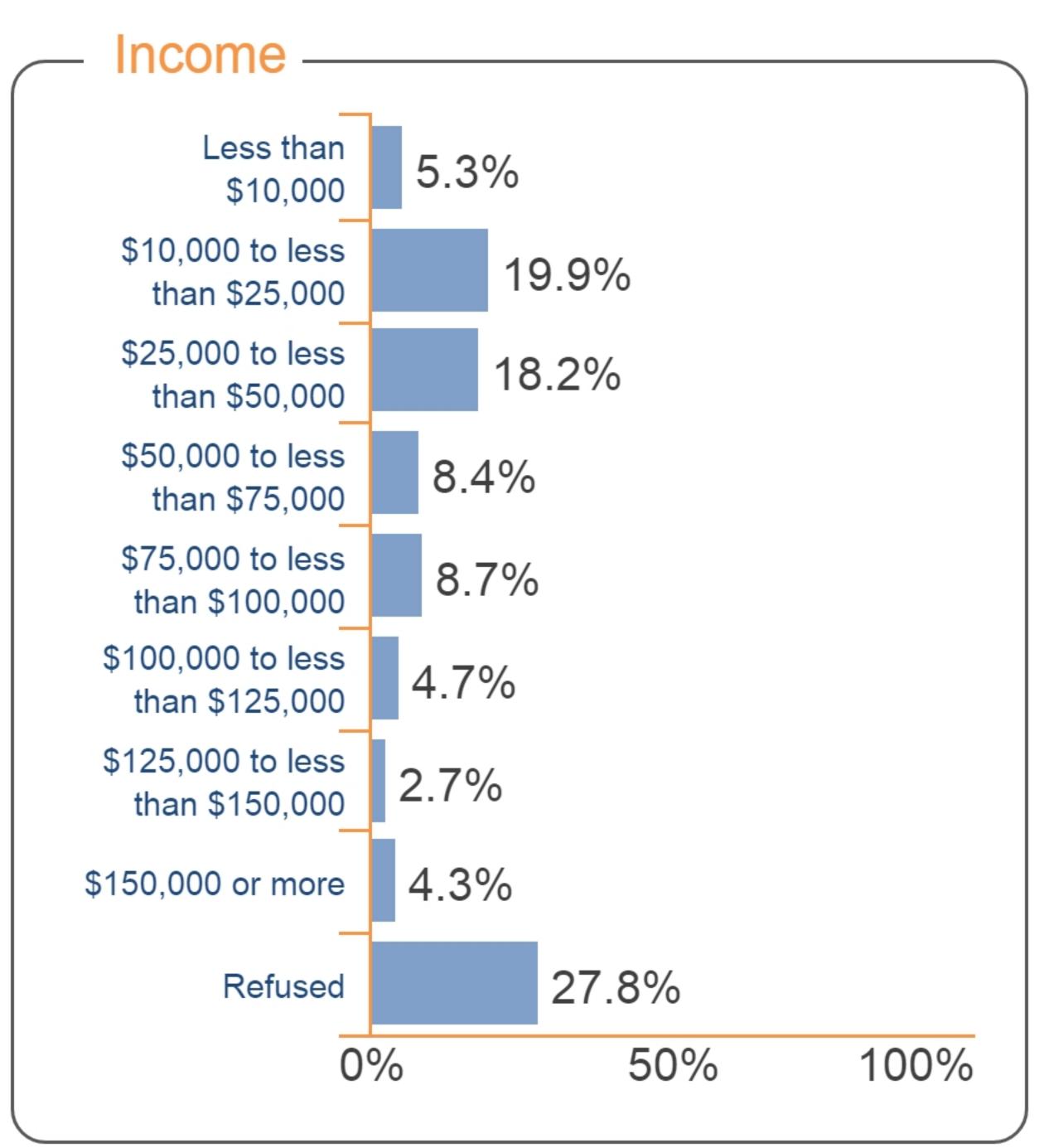
<sup>\*\*</sup> Supervisory personnel, in addition to computer-aided interviewing platform, ensure the integrity of the data is accurate.

### Respondent Snapshot

This slide quantifies select data points to provide context for this research study. The data is not meant to be proportional to population contribution, rather to provide an empirical view into the demographic profile of the participants.

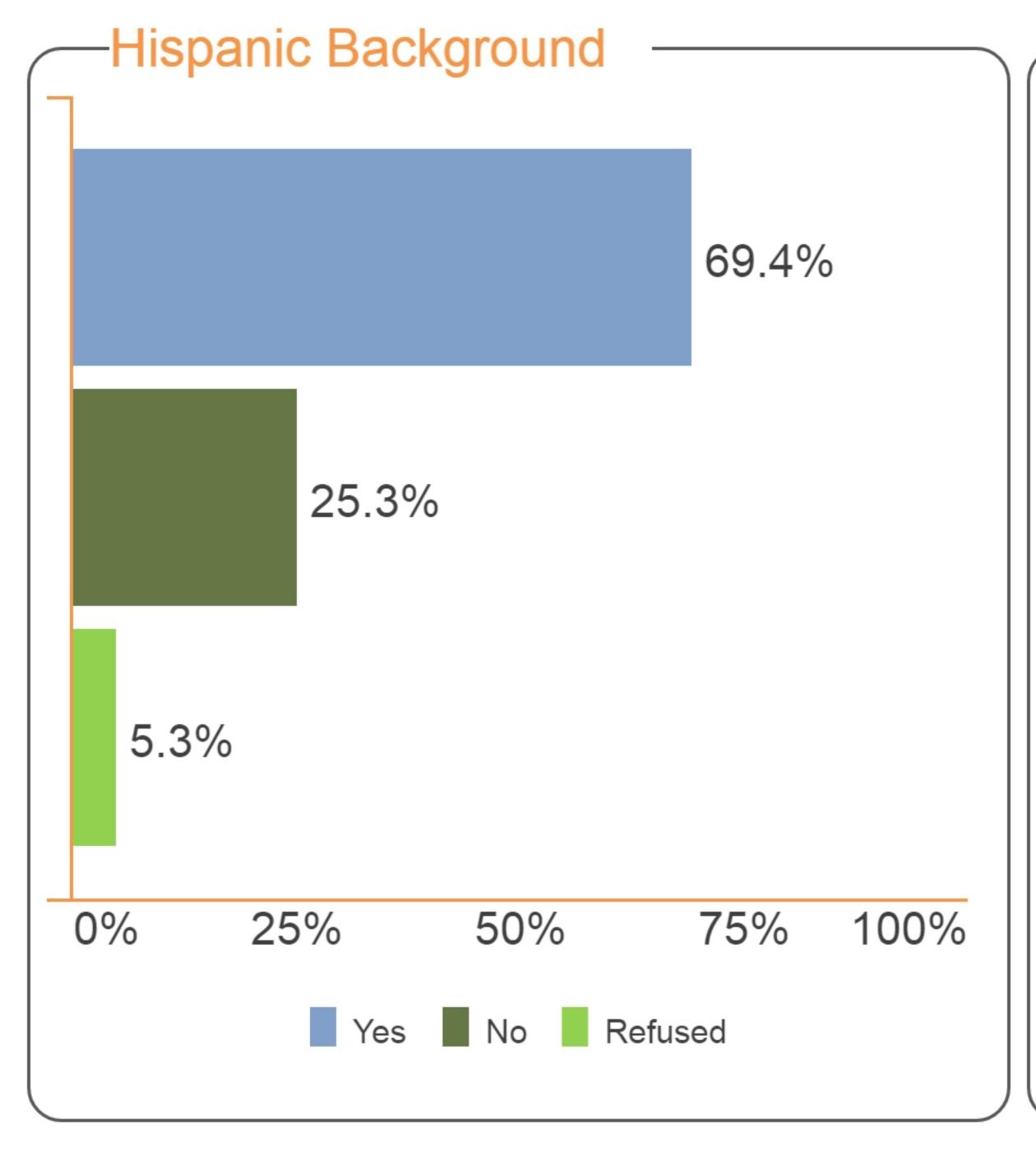


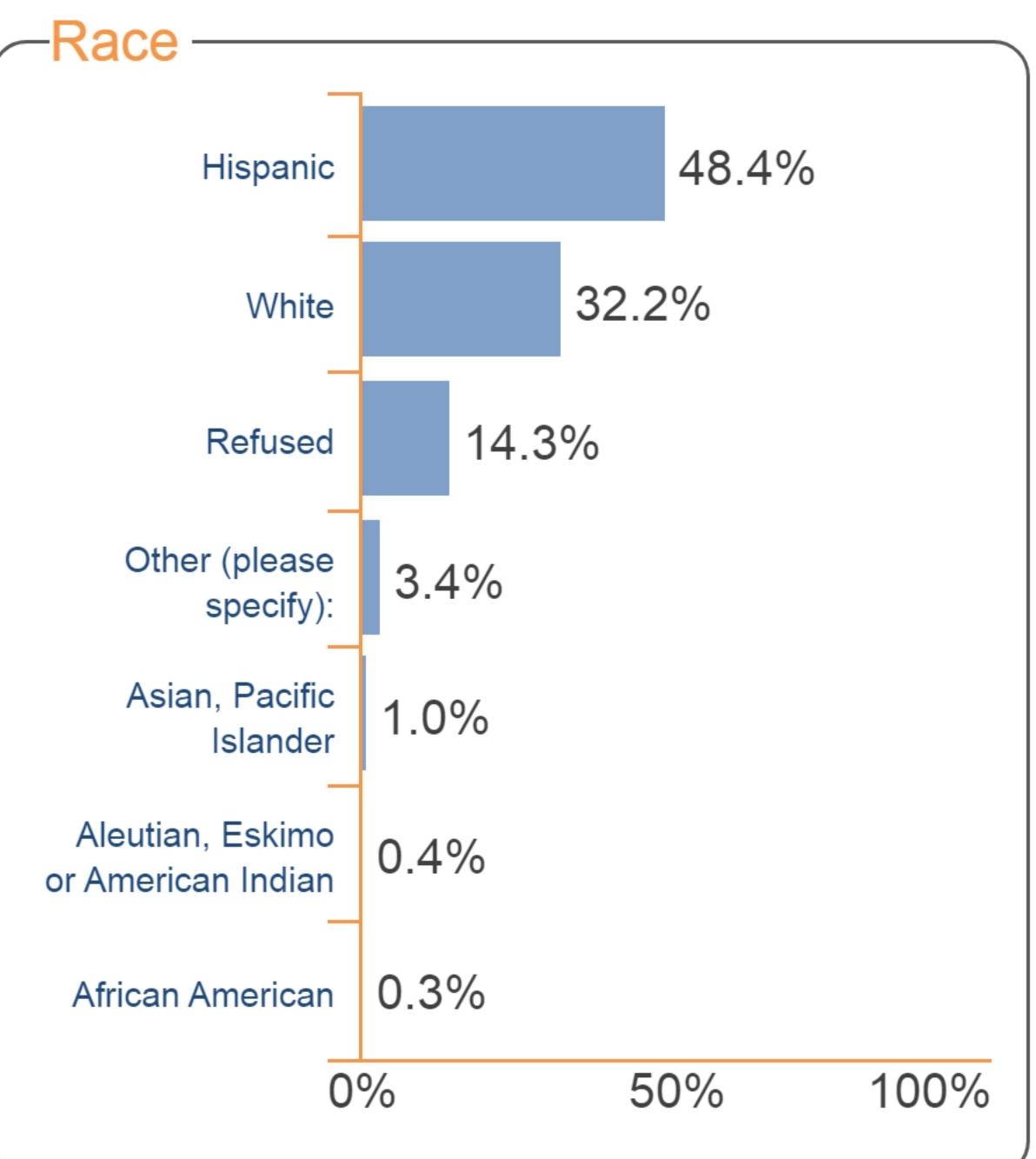


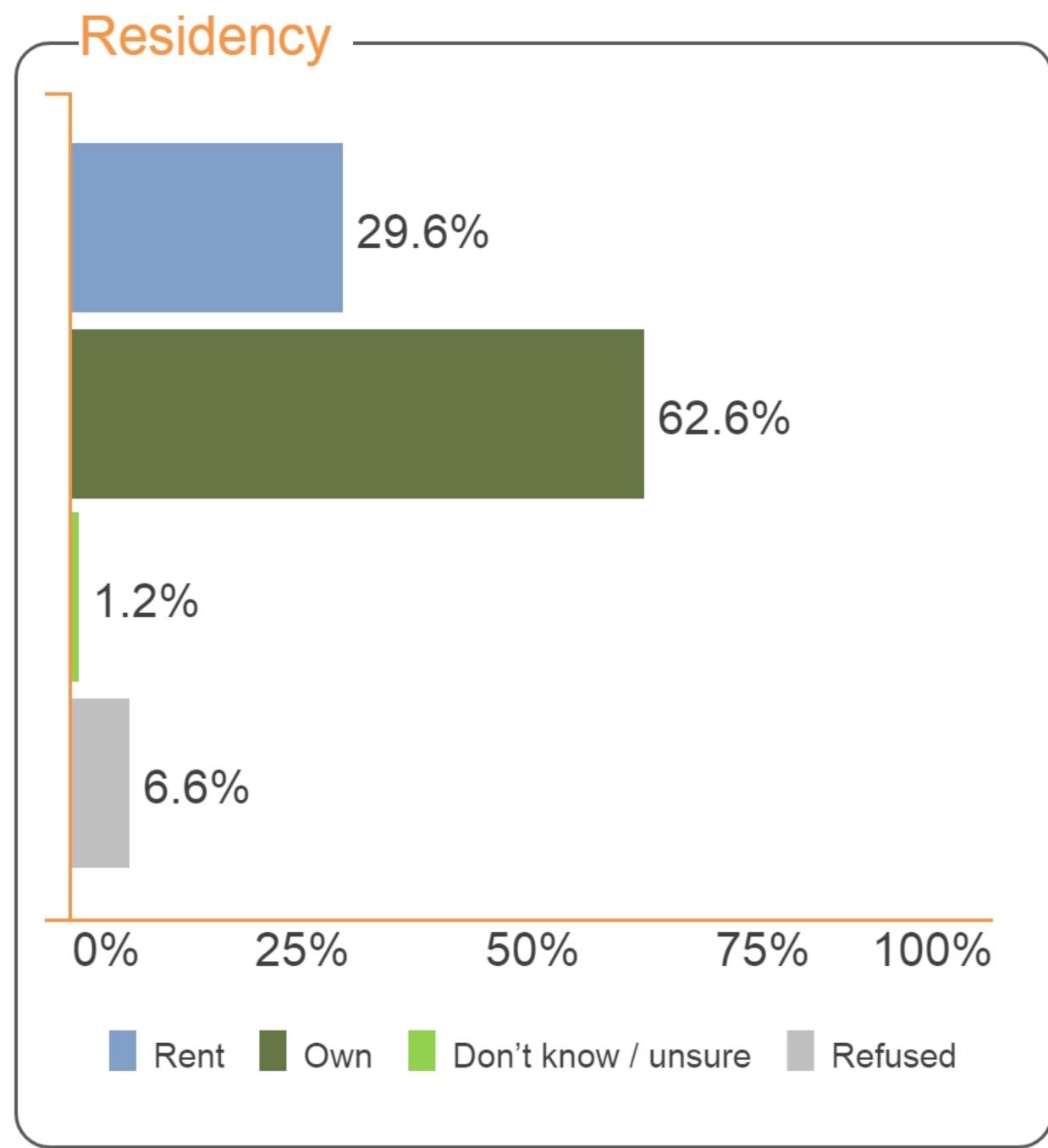


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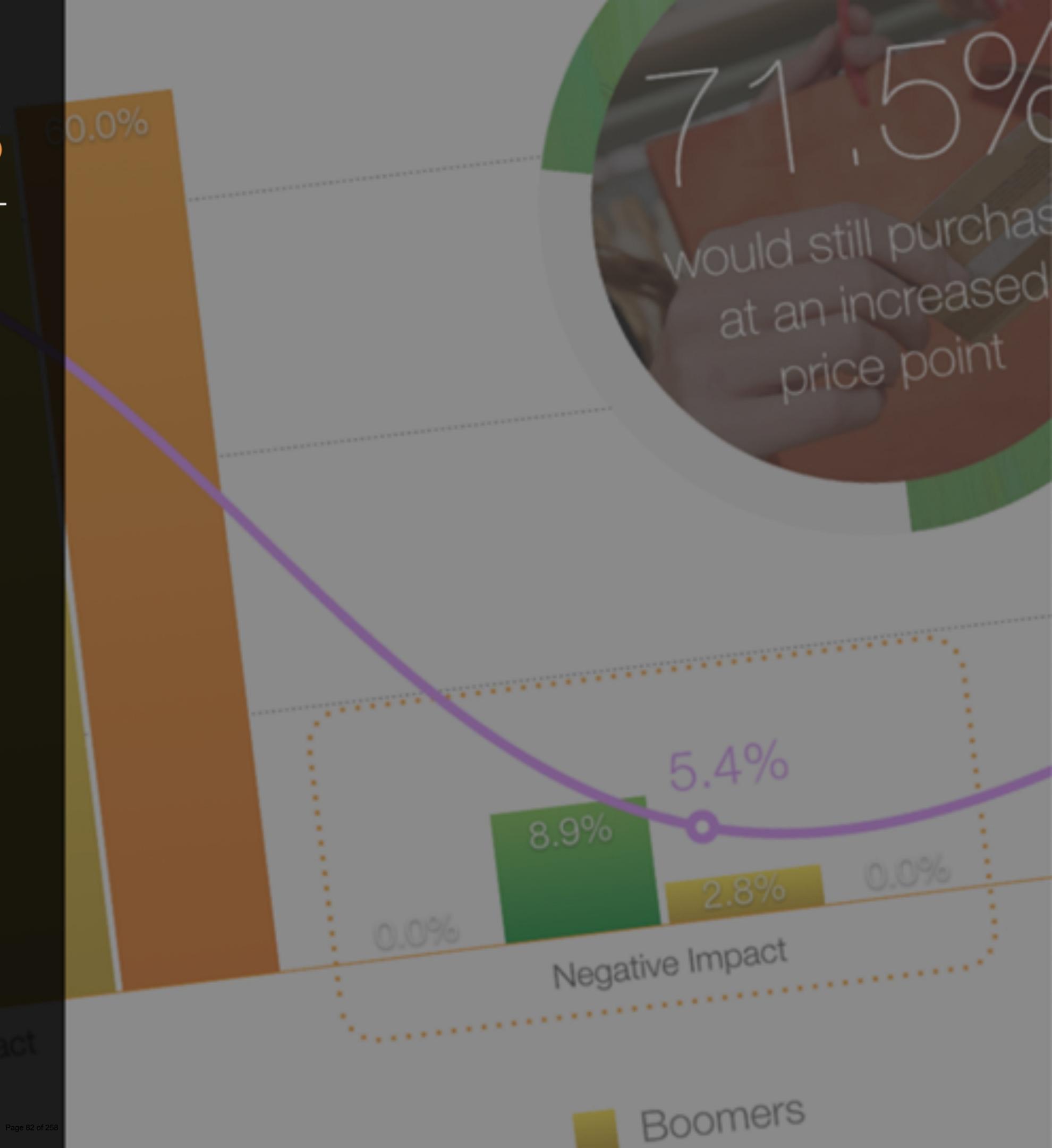
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Aggregate Data (Provided Seperately)



- The majority of respondents, 84.5%, reported they are either "very satisfied" (35.1%) or "somewhat satisfied" (49.4%) with how the City of Watsonville is currently serving the community. Further, while two-fifths of respondents (40.3%) reported the City of Watsonville is about the same as it was three years ago, a similar frequency (37.8%) reported the city is better off now.
- Roughly two-fifths of surveyed residents indicated the development of affordable housing units (40.5%) and reducing crime (39.5%) should be the top priorities for the City of Watsonville in 2021, followed by over one-fifth who prioritized community policing (21.8%) and the maintenance of the community's infrastructure and facilities (21.6%).
- More than four-fifths of respondents reported drug use (85.2%), crime (83.5%) and gang activity (81.4%) are either
  "very prevalent" or "somewhat prevalent" issues in the City of Watsonville. Additionally, the majority of respondents
  (87.4%) indicated there is a need for the City of Watsonville to develop more programs designed to reduce crime, drug
  use and gang activity in the city.
- The majority of surveyed residents (89.1%) indicated they are either "very satisfied" (55.6%) or "somewhat satisfied" (33.5%) with how the Watsonville Fire Department engages and interacts with the community.
- Seven-out-of-ten respondents (70.4%) reported fire safety education for children is one of the most important Fire Department services, followed by nearly three-fifths (57.3%) who indicated fire safety education for adults is most important.

- More than four-fifths of surveyed residents, 82.6%, reported they are either "very satisfied" (34.0%) or "somewhat satisfied" (48.6%) with the Police Department's efforts to reduce crime in the City of Watsonville.
- Nearly three-quarters of respondents (73.2%) provided ratings of "excellent" or "good" for the Police Department
  "engaging in community events," while more than two-thirds of respondents rated the Police Department positively for
  "responding to community concerns" (68.2%) and "communicating information to the community" (67.5%).
- Roughly three-quarters of surveyed residents (74.1%) indicated they are either "very satisfied" or "somewhat satisfied" with the "opportunities to participate in community matters" in the City of Watsonville, while over two-thirds of respondents (68.7%) reported satisfaction with the "opportunities to volunteer" in Watsonville.
- Over three-fifths of respondents, 63.4%, rated the sense of community in the City of Watsonville as either "excellent" (17.7%) or "good" (45.7%), while three-fifths of respondents, 60.7%, rated the sense of inclusiveness and diversity in Watsonville as either "excellent" (15.5%) or "good" (45.2%).
- Three-quarters of surveyed residents (74.4%) reported the City of Watsonville is an "excellent" or "good" place to live, while two-thirds (66.0%) rated Watsonville positively as a place to raise children. Fewer respondents (59.6%) indicated the City of Watsonville is an "excellent" or "good" place to retire.
- More than three-fifths of respondents (61.4%) reported they would support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space.

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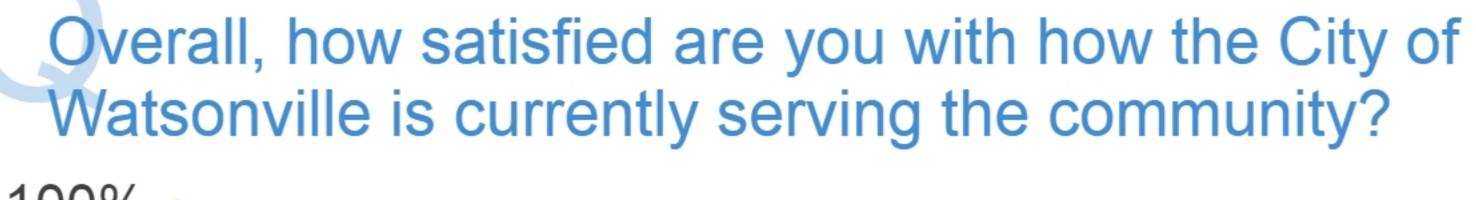
- While over one-third of surveyed residents (37.7%) reported they currently walk and bike around Watsonville and there
  are no barriers to them doing so, roughly one-quarter of respondents indicated "I don't feel safe biking" (25.1%) and "I
  do not feel safe walking" (22.7%) as reasons for not doing so.
- Over three-quarters of respondents indicated they are either "very satisfied" or "somewhat satisfied with the
  "convenience of accessing quality parks from your home" (76.5%) and the "quality of parks" (76.2%) in Watsonville.
- More than three-fifths of surveyed residents reported they are either "very satisfied" or "somewhat satisfied" with the dining opportunities (63.9%) and shopping opportunities (61.2%) in the City of Watsonville.
- Nearly three-fifths of respondents, 56.6%, rated the City of Watsonville as either an "excellent" (23.1%) or "good" (33.5%) place to work, while one-half, 50.5%, rated Watsonville as either an "excellent" (21.2%) or "good" (29.3%) place to visit.
- The vast majority of surveyed residents reported they either "strongly support" or "somewhat support" the City of Watsonville creating additional jobs and housing near existing infrastructure to help preserve agricultural land and natural areas (95.5%) and encouraging new businesses downtown and reuse of historic buildings (94.5%).
- More than four-fifths of respondents, 84.1%, indicated housing security and homelessness are "very prevalent" (47.7%) or "somewhat prevalent" (36.4%) issues in the City of Watsonville.

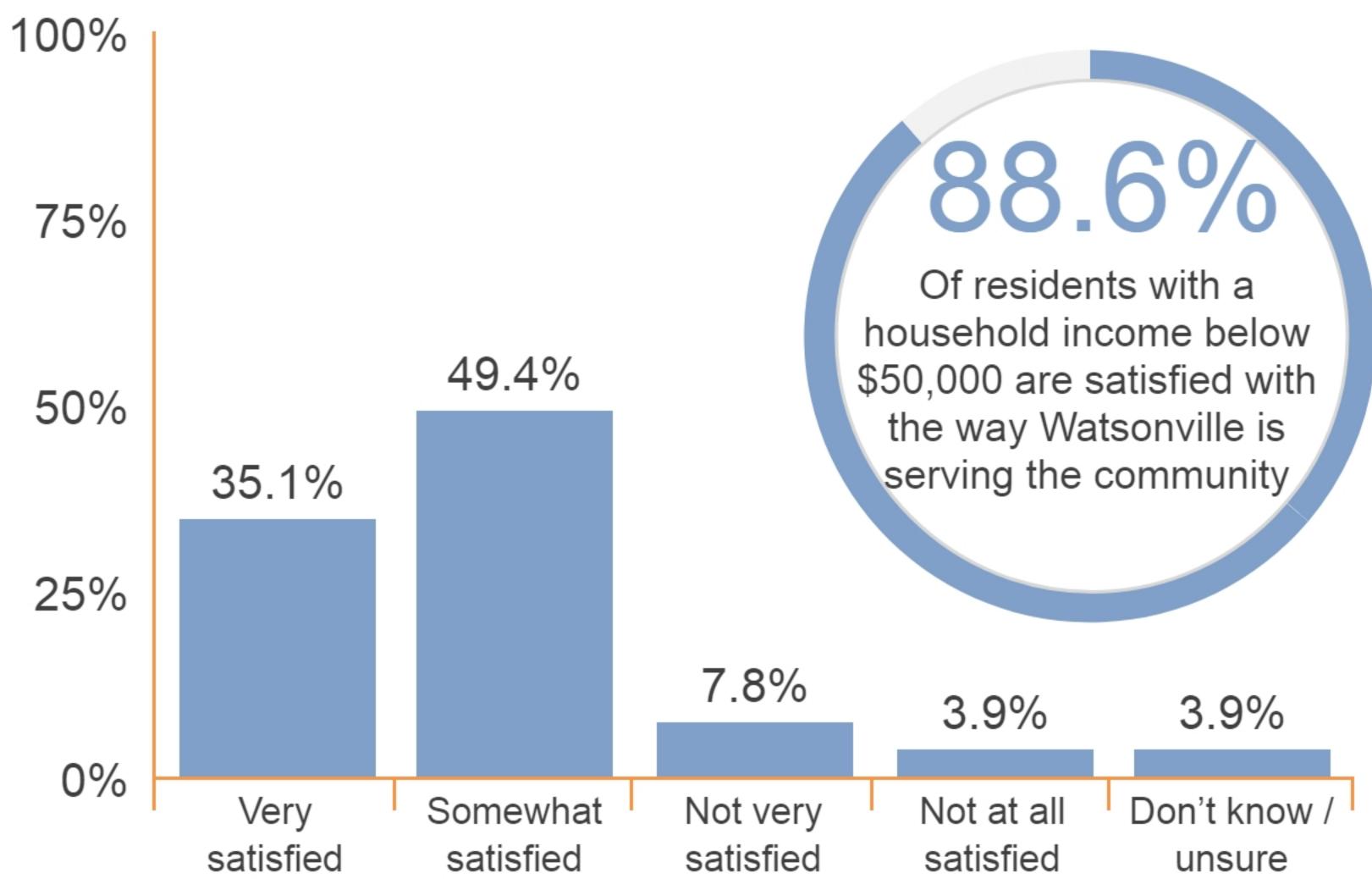
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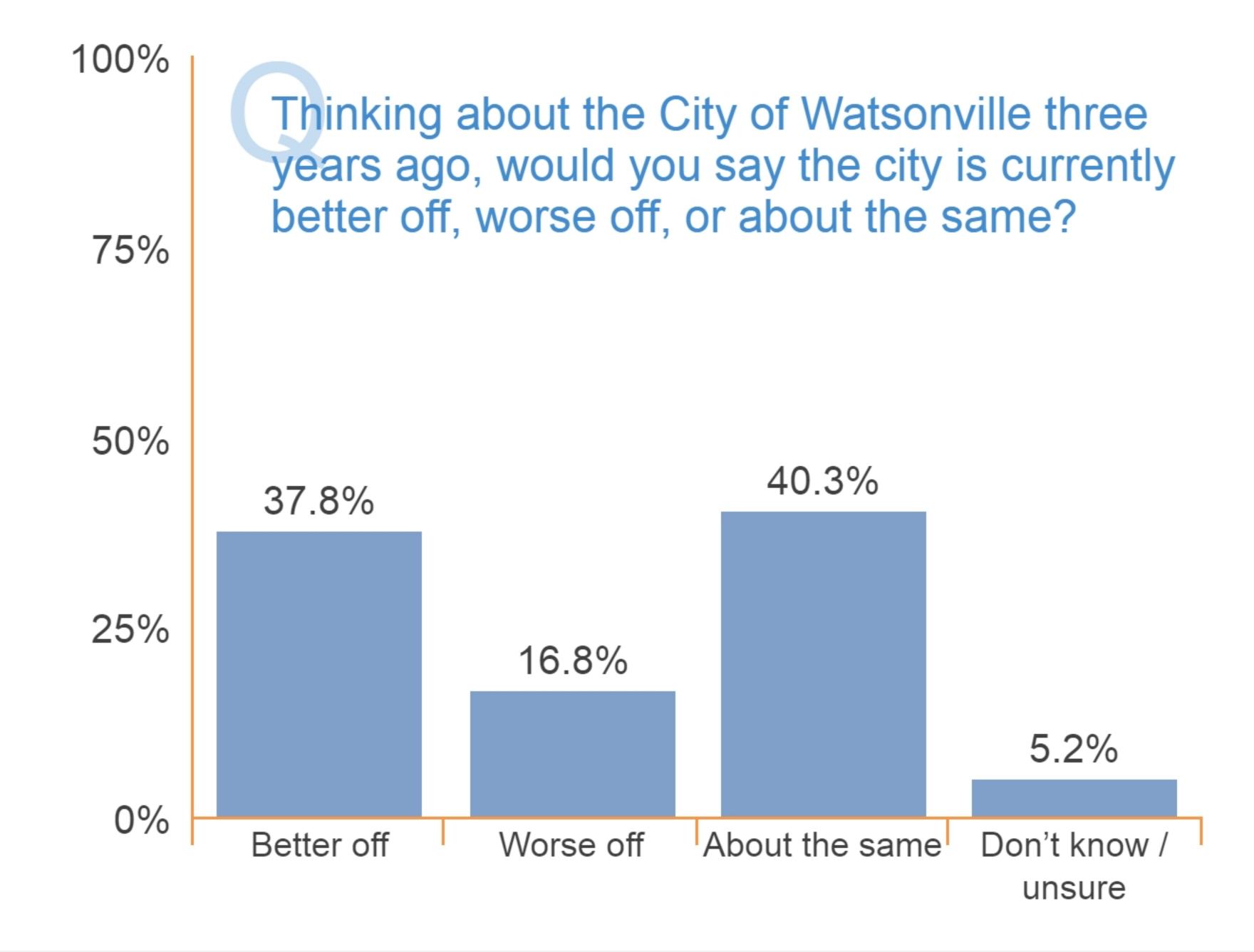
- Nearly three-fifths of surveyed residents (58.7%) were aware the City of Watsonville tap water meets all State and Federal regulations for drinking water.
- When rating the overall job being done by Watsonville's utilities and public works, roughly three-quarters of respondents provided ratings of "excellent" or "good" for garbage (75.1%) and water (73.4%) services, while fewer respondents rated the Customer Service phone line (52.4%) and street repairs (42.6%) positively.
- Over three-fifths of surveyed residents (63.9%) reported paving and repairing streets and roads should be a priority among other Department of Public Works and Utilities projects, while one-half of respondents (50.1%) reported improving street lighting should be a priority.
- Nearly all respondents either "strongly agreed" or "somewhat agreed" that the City of Watsonville library "contributes to a positive quality of life in Watsonville" (98.2%) and that "the library contributes to lifelong learning" (98.0%).
- Nearly two-fifths of surveyed residents (37.0%) reported currently receiving information from the City of Watsonville on social media, with roughly one-third (32.9%) indicating a preference for receiving this information on social media.
   Additionally, one-third of respondents (33.4%) reported currently receiving information from Watsonville through newsletters, with 30.1% reporting a preference for receiving information this way.
- Seven-out-of-ten respondents (70.0%) indicated the frequency at which they currently receive information from the City
  of Watsonville is "about right," while over one-fifth of respondents (22.2%) reported the current frequency of
  communication is "not enough."

### Satisfied with Watsonville serving the community

Over four-fifths of surveyed residents, 84.5%, indicated they are either "very satisfied" (35.1%) or "somewhat satisfied" (49.4%) with how the City of Watsonville is currently serving the community. Of note, more residents with a household income lower than \$50,000 (88.6%) reported satisfaction with the way Watsonville is serving the community than residents with a household income of \$50,000 or more (82.5%). Further, nearly two-fifths of respondents (37.8%) reported the City of Watsonville is better off than three years ago, while a similar frequency (40.3%) reported the city is about the same.





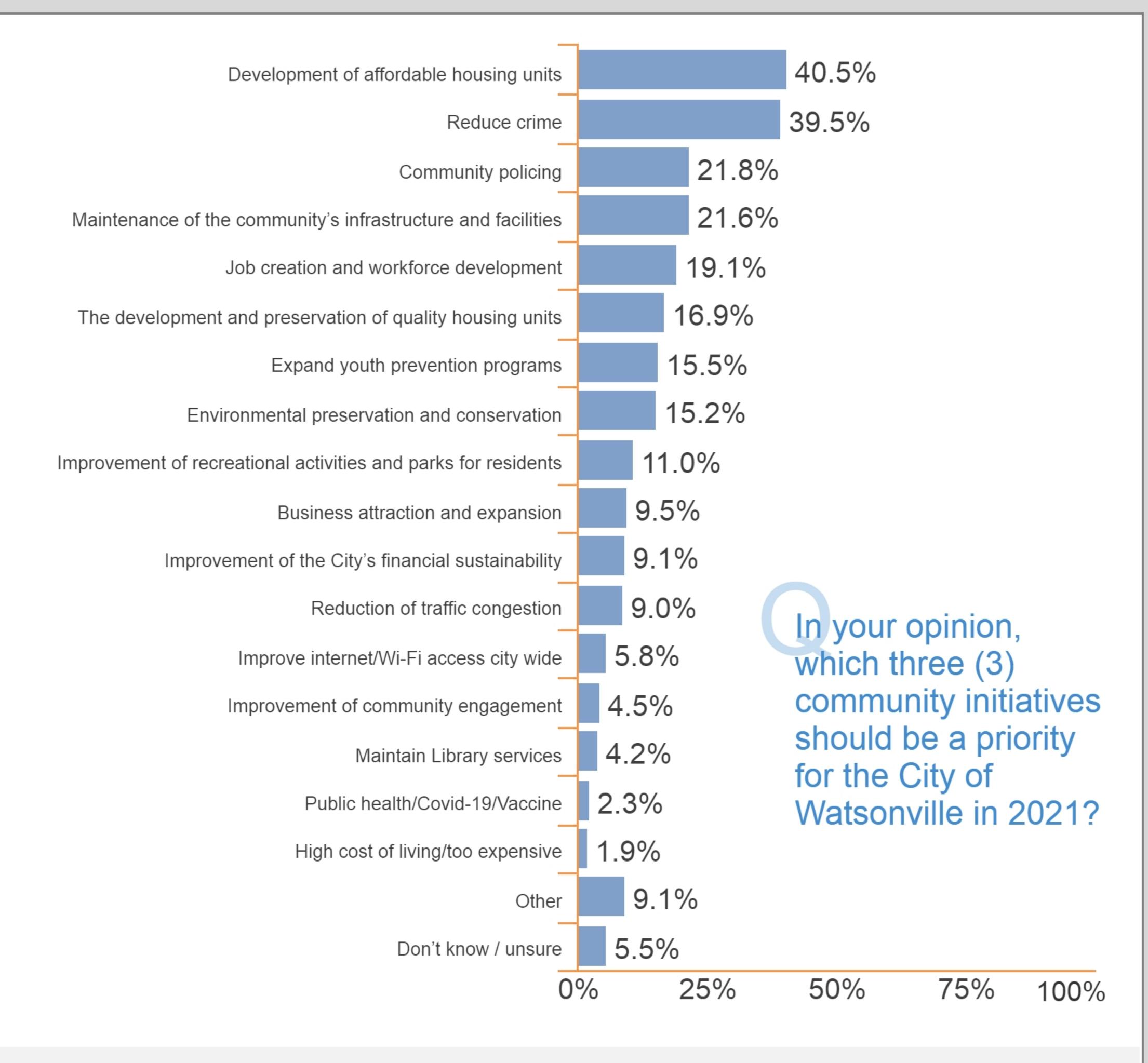


# Prioritize affordable housing and crime reduction

Roughly two-fifths of respondents indicated the development of affordable housing units (40.5%) and reducing crime (39.5%) should be priorities for the City of Watsonville in 2021.

Over one-fifth of surveyed residents also prioritized community policing (21.8%) and the maintenance of the community's infrastructure and facilities (21.6%).

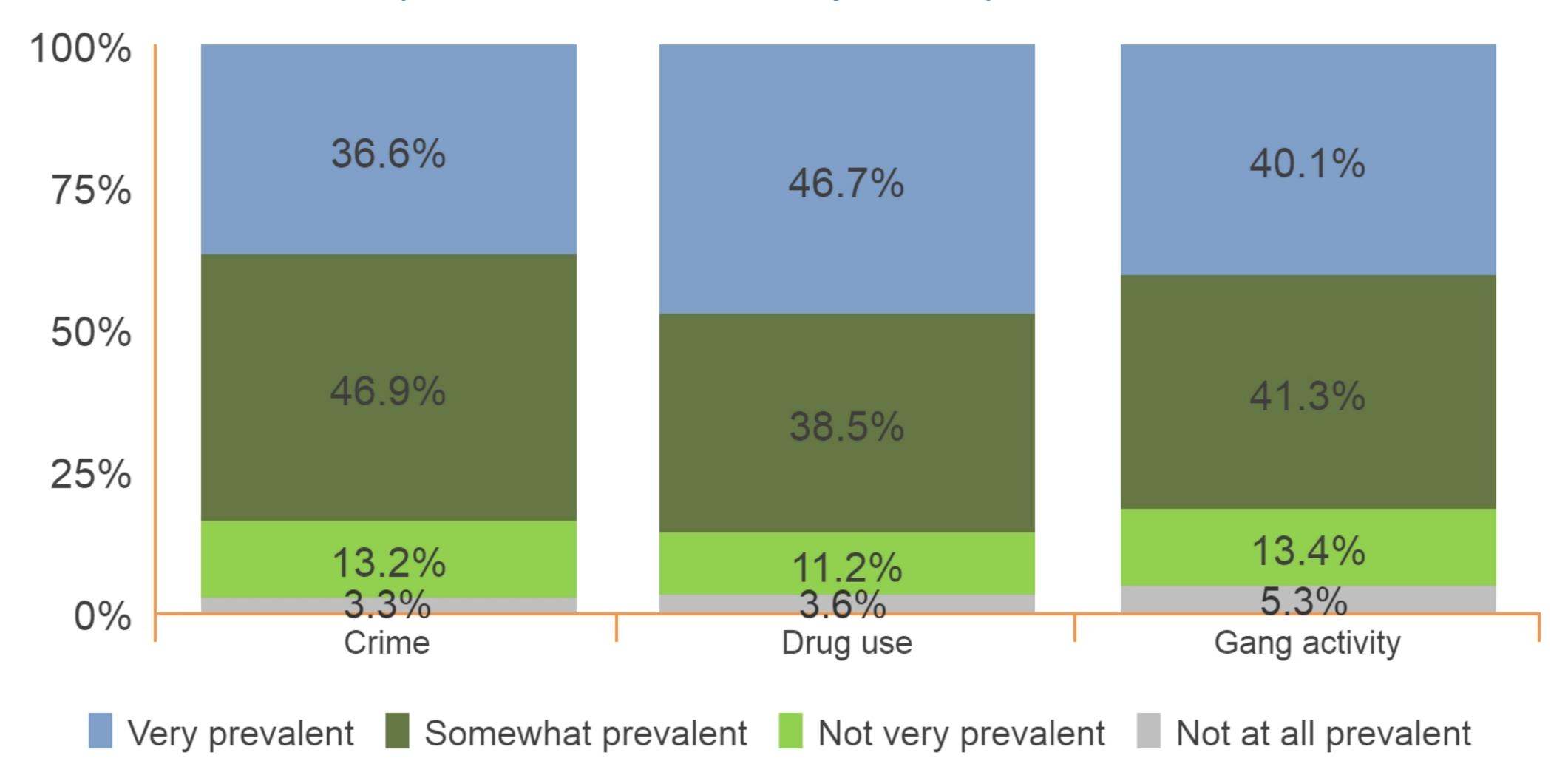
Notably, fewer respondents 55 years of age and older (27.6%) prioritized the development of affordable housing units compared to respondents 18 to 34 years of age (46.8%) or 35 to 54 years of age (50.0%).



### Believe crime, drug use and gang activity are prevalent

Over four-fifths of surveyed residents reported believing that drug use (85.2%), crime (83.5%) and gang activity (81.4%) are either "very prevalent" or "somewhat prevalent" issues in the City of Watsonville. Further, the majority of respondents (87.4%) indicated there is a need for the City of Watsonville to develop more programs designed to reduce crime, drug use, and gang activity in the city. Of note, more respondents 35 to 54 years of age (85.5%) reported gang activity is a prevalent issue in the City of Watsonville than respondents 55 years of age and older (78.8%) or 18 to 34 years of age (78.4%).

How prevalent of an issue would you say are the following in the City of Watsonville? (w/o "don't know" responses)

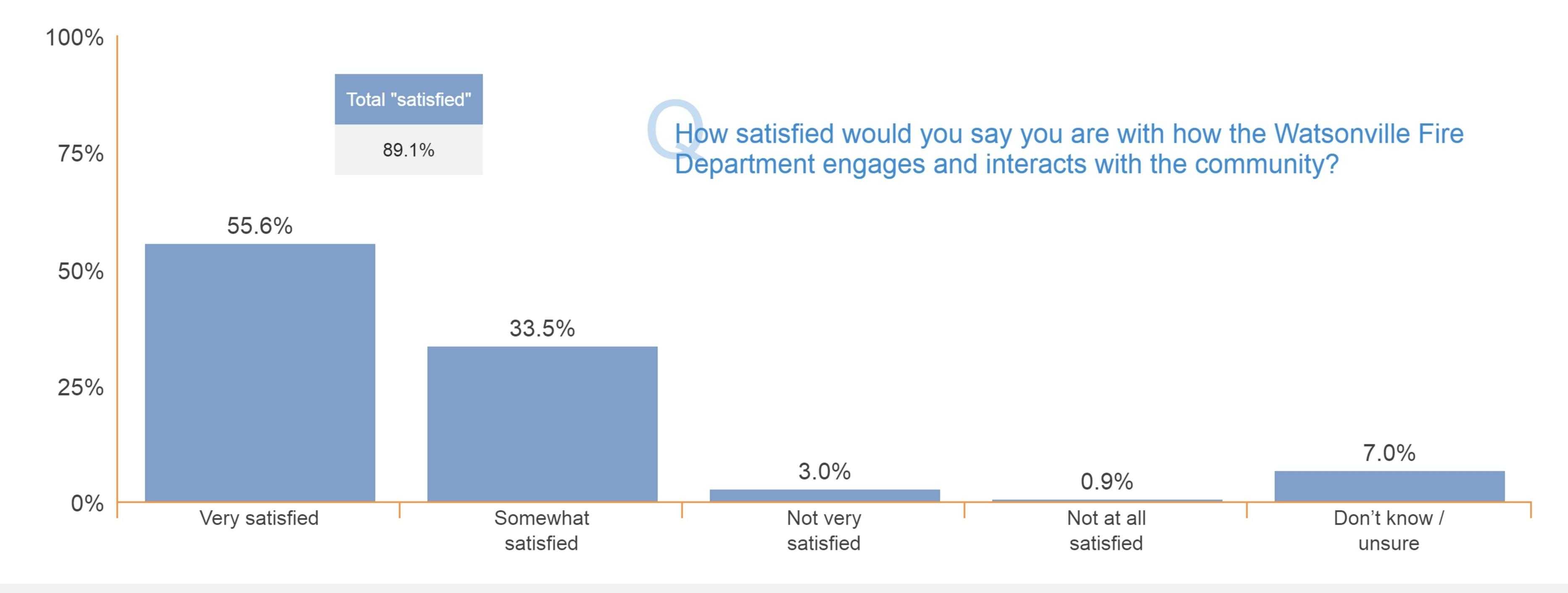


87.4%

Believe there is a need for the City of Watsonville to develop more programs designed to reduce crime, drug use, and gang activity in the city

### Satisfied with the Fire Department

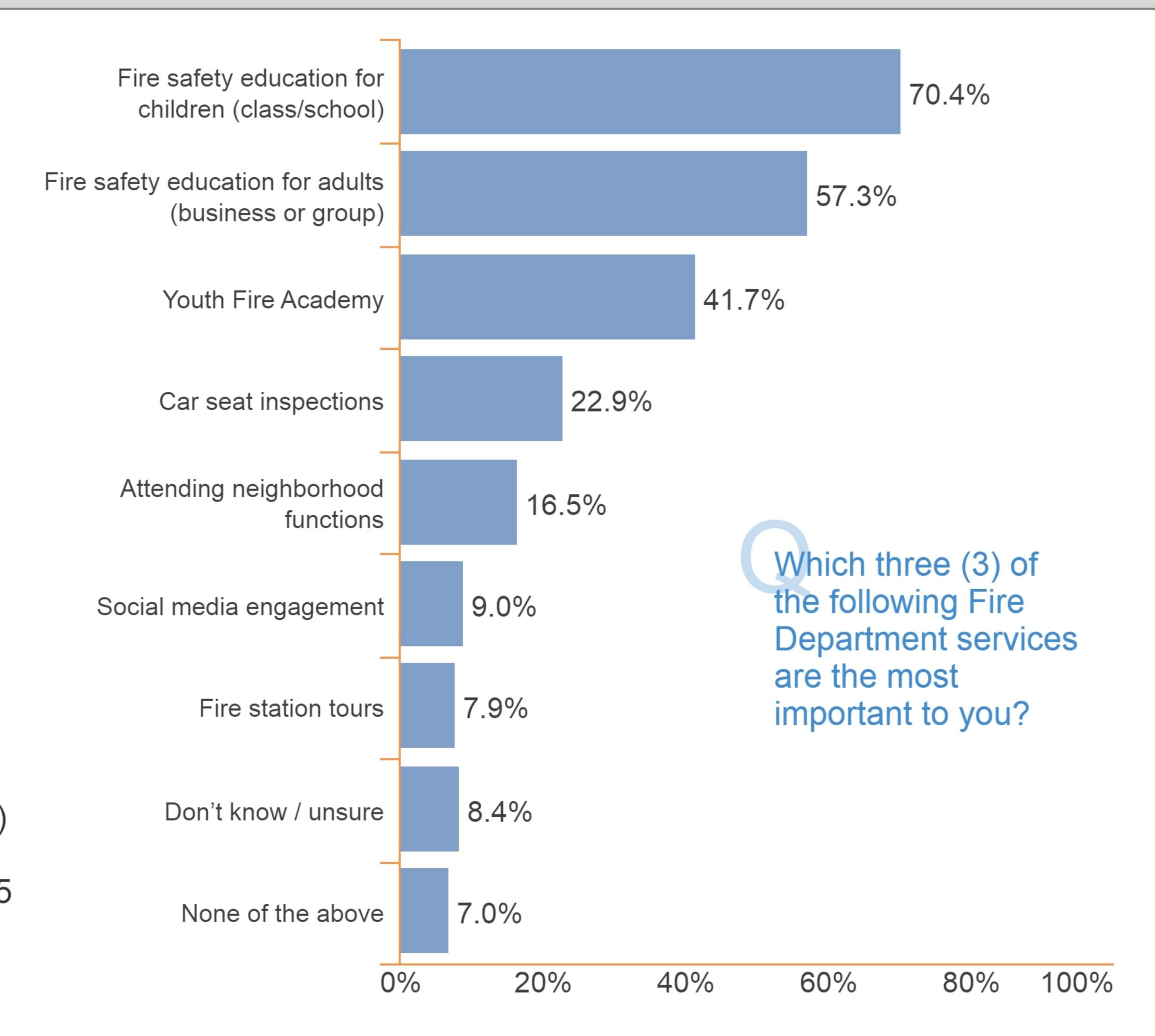
Nearly nine-out-of-ten surveyed residents (89.1%) indicated they are either "very satisfied" (55.6%) or "somewhat satisfied" (33.5%) with how the Watsonville Fire Department engages and interacts with the community. Notably, more respondents with a household income less than \$50,000 (92.2%) reported satisfaction with Watsonville Fire Department's interactions with the community than those with a household income of \$50,000 or more (83.3%).



### Find fire safety education important

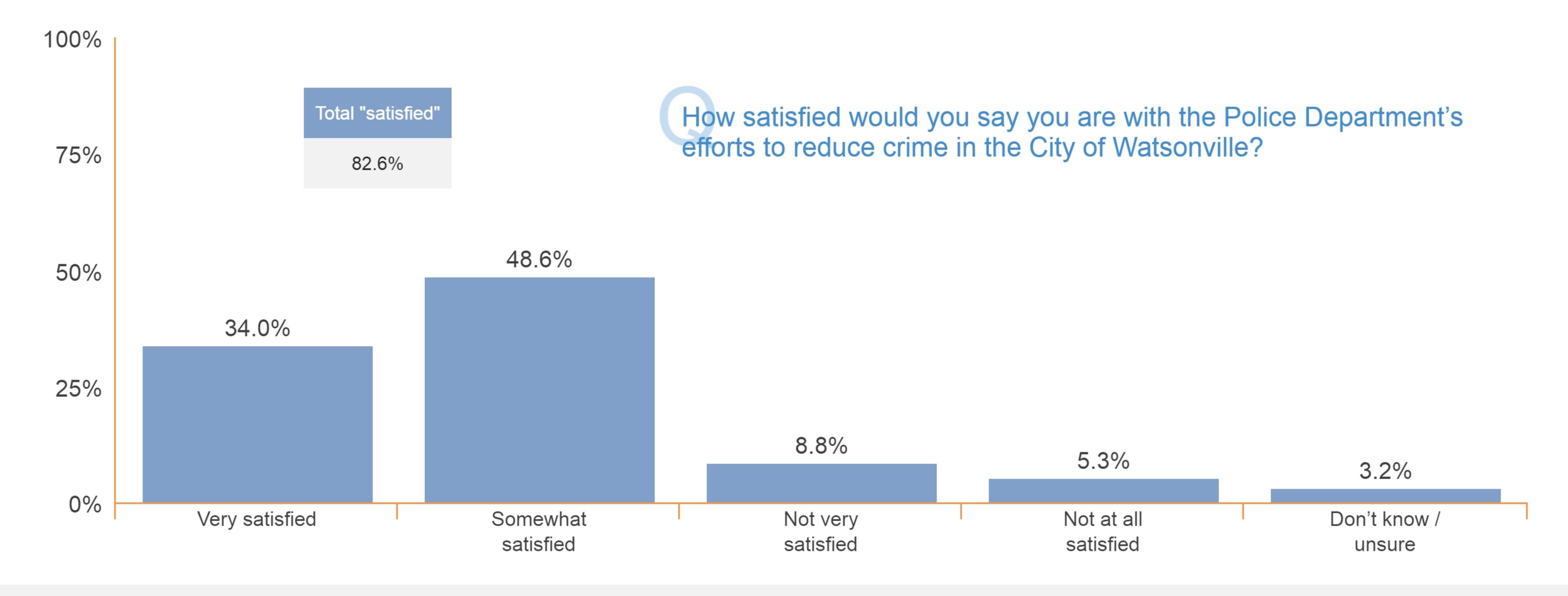
When asked to indicate which Fire Department services are most important to them, seven-out-of-ten respondents (70.4%) reported fire safety education for children is most important, followed by nearly three-fifths of respondents (57.3%) who indicated fire safety education for adults is most important to them.

Notably, more respondents 35 to 54 years of age prioritized fire safety education for children (76.0%) and adults (64.4%) than respondents 18 to 34 years of age (74.7% and 58.4%, respectively) or 55 years of age and older (63.3% and 51.3%, respectively).



### Satisfied with police department crime reduction efforts

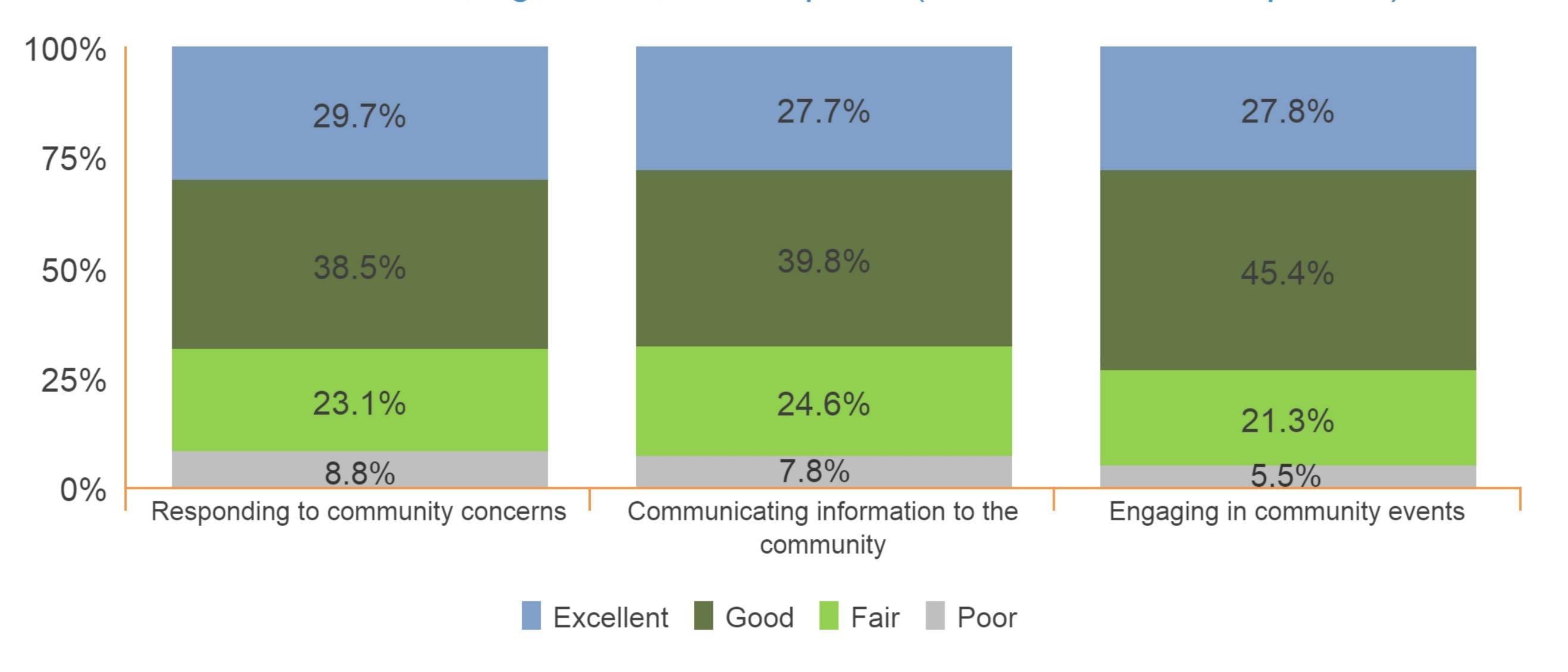
Over four-fifths of surveyed residents, 82.6%, reported they are either "very satisfied" (34.0%) or "somewhat satisfied" (48.6%) with the Police Department's efforts to reduce crime in the City of Watsonville. Of note, more respondents who own their residence (86.3%) reported satisfaction with the Police Department's efforts to reduce crime in the City of Watsonville than those who rent their residence (78.6%).



### Police rated positively for community engagement

Nearly three-quarters of respondents (73.2%) provided ratings of "excellent" or "good" for the Police Department "engaging in community events," while more than two-thirds of respondents rated the Police Department positively for "responding to community conerns" (68.2%) and "communicating information to the community" (67.5%). Of note, more respondents 55 years of age and older (71.7%) rated the Police Department positively for "responding to community concerns" than respondents 35 to 54 years of age (67.8%) or 18 to 34 years of age (61.6%).

How well would you say the Police Department performs in the following areas? Please use a scale of "excellent," "good," "fair" and "poor." (w/o "don't know" responses)



71.7%

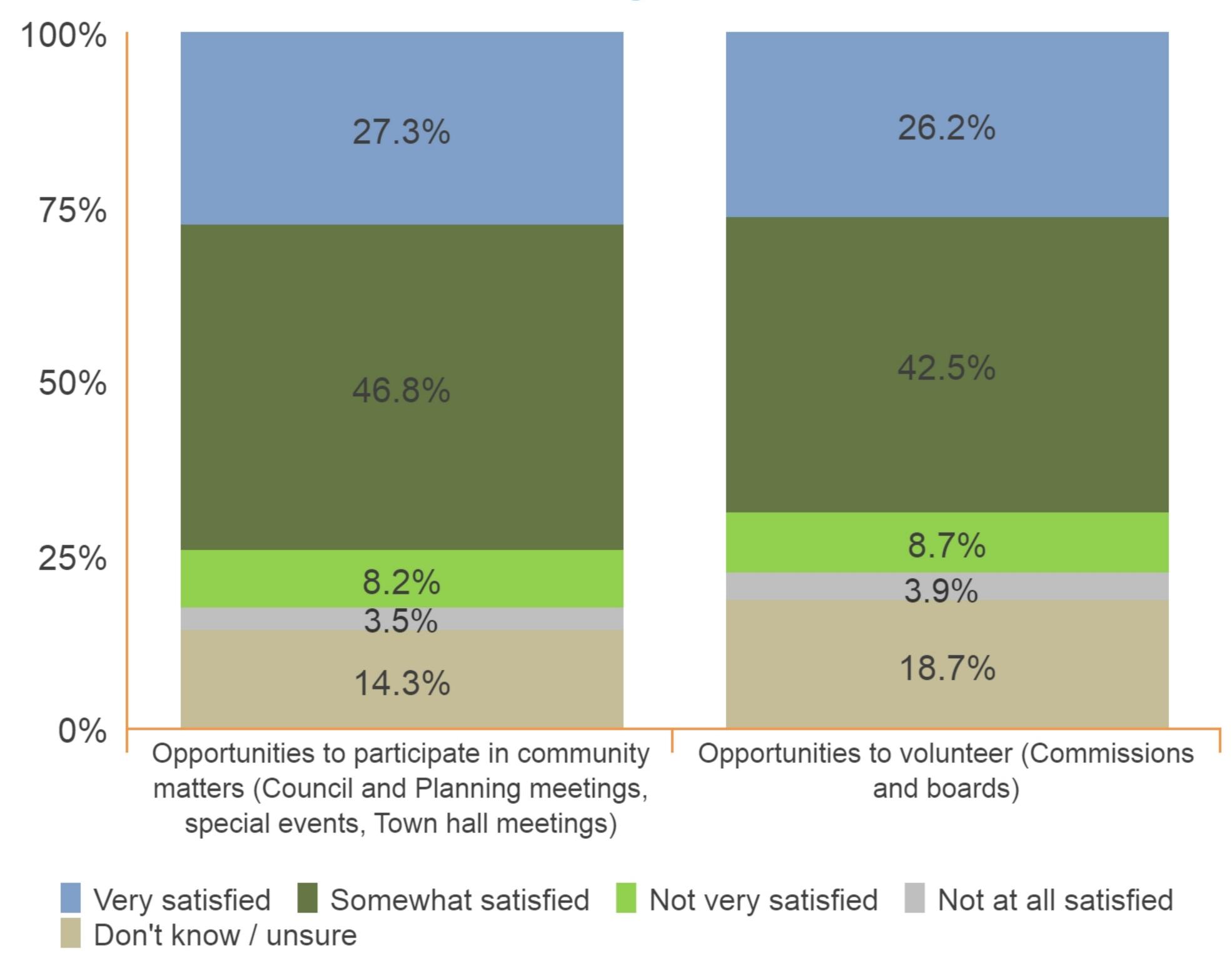
Of respondents 55 years of age and older rated the Police Department positively for "responding to community conerns"

# Satisfied with ability to participate in community matters

Roughly three-quarters of respondents (74.1%) reported they are either "very satisfied" or "somewhat satisfied" with the "opportunities to participate in community matters" in the City of Watsonville, while over two-thirds of respondents (68.7%) reported they are satisfied with the "opportunities to volunteer" in Watsonville.

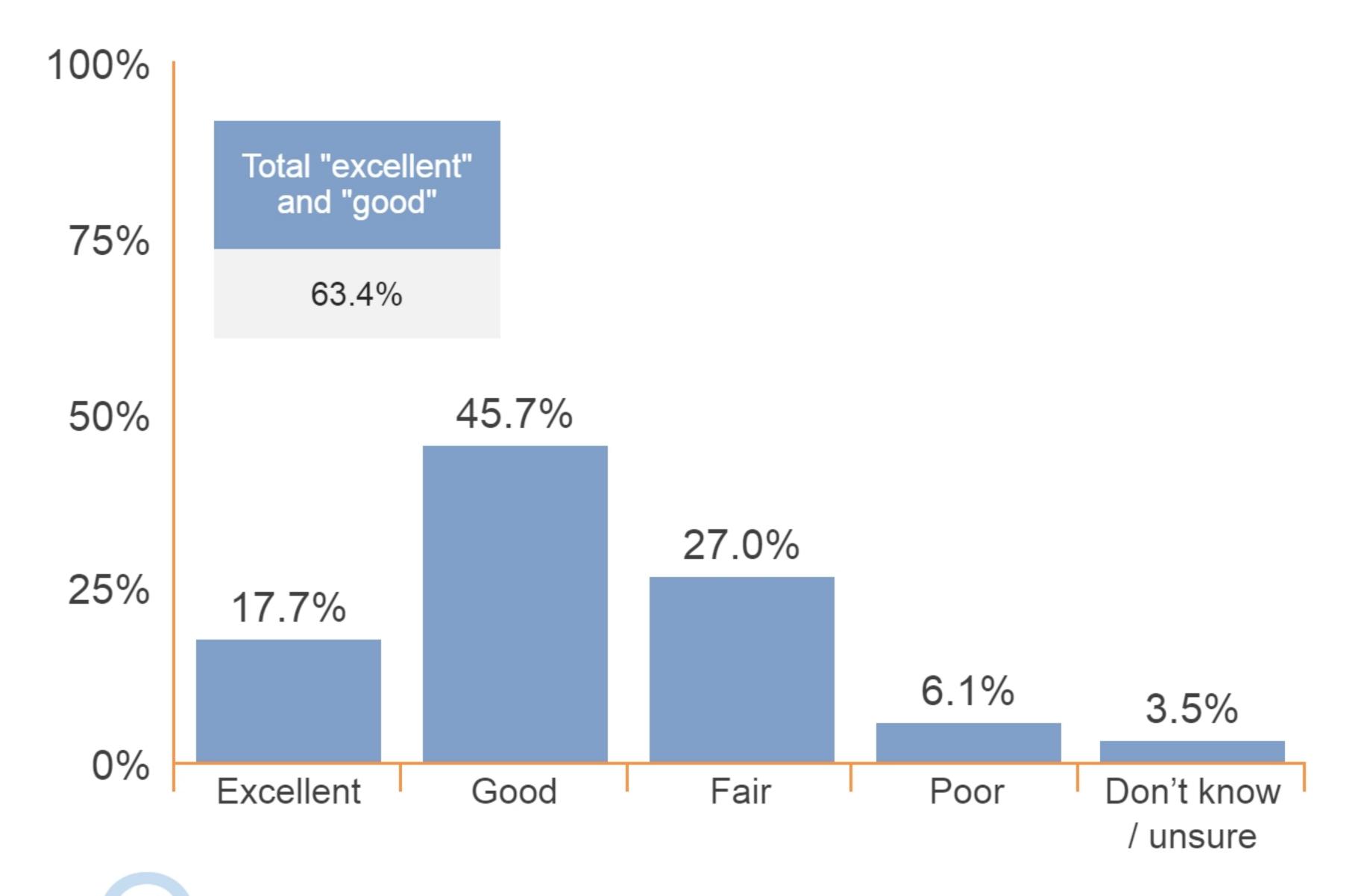
Of note, 14.3% of respondents were unsure of their satisfaction with the "opportunities to participate in community matters," and 18.7% were unsure of their satisfaction with the "opportunities to volunteer" in Watsonville.

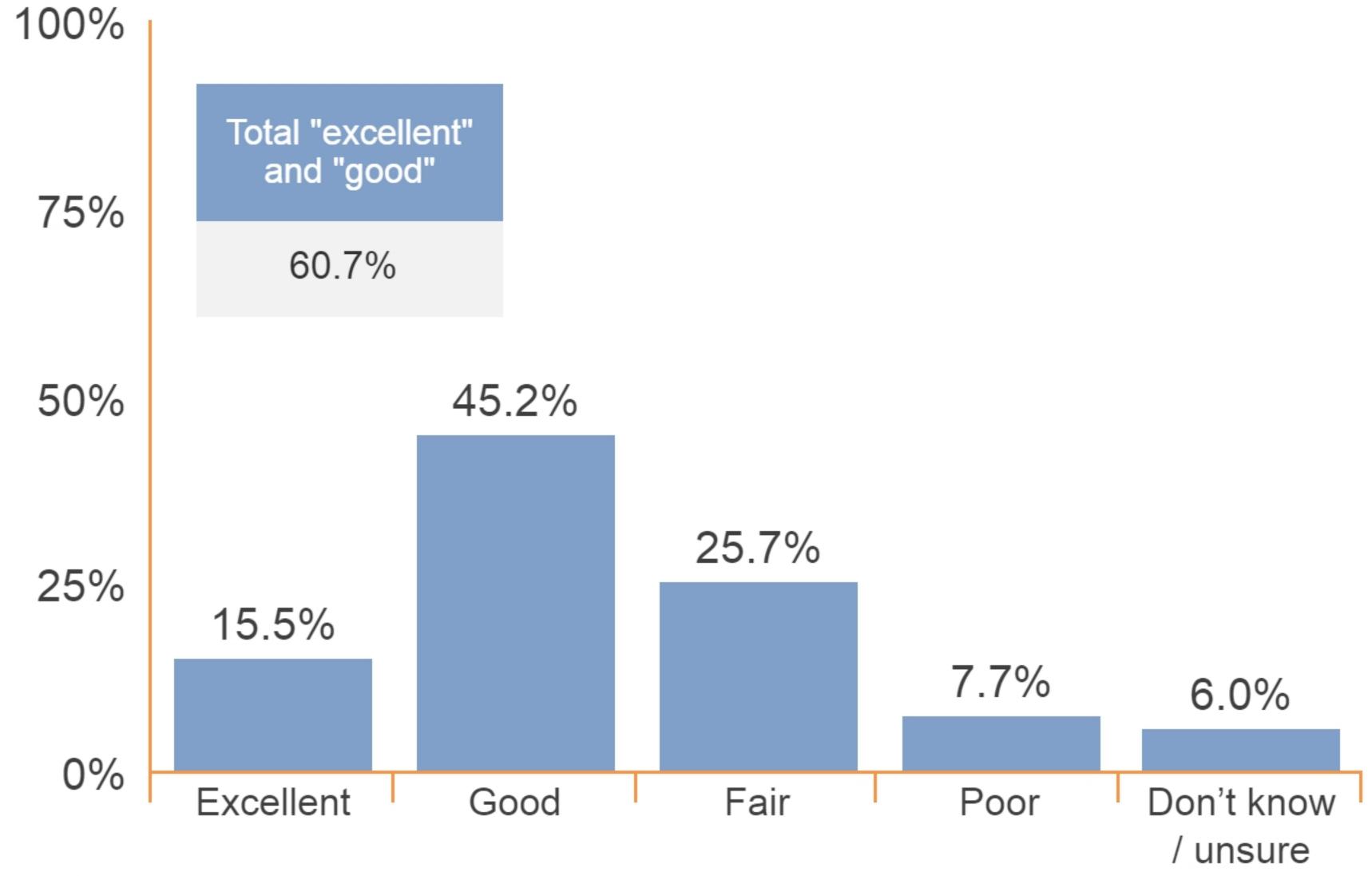
How satisfied are you with the following aspects of the City of Watsonville community? Would you say you are "very satisfied," "somewhat satisfied," "not very satisfied" or "not at all satisfied" with the following:



### Some rate community and diversity positively

Over three-fifths of surveyed residents, 63.4%, rated the sense of community in the City of Watsonville as either "excellent" (17.7%) or "good" (45.7%). Meanwhile, three-fifths of respondents, 60.7%, rated the sense of inclusiveness and diversity in the City of Watsonville as either "excellent" (15.5%) or "good" (45.2%). More respondents who indicated they are of Hispanic background rated the City of Watsonville positively for its sense of community (66.5%) and sense of inclusiveness and diversity (64.3%) than those respondents who indicated they are not of Hispanic background (59.5% and 54.3%, respectively).





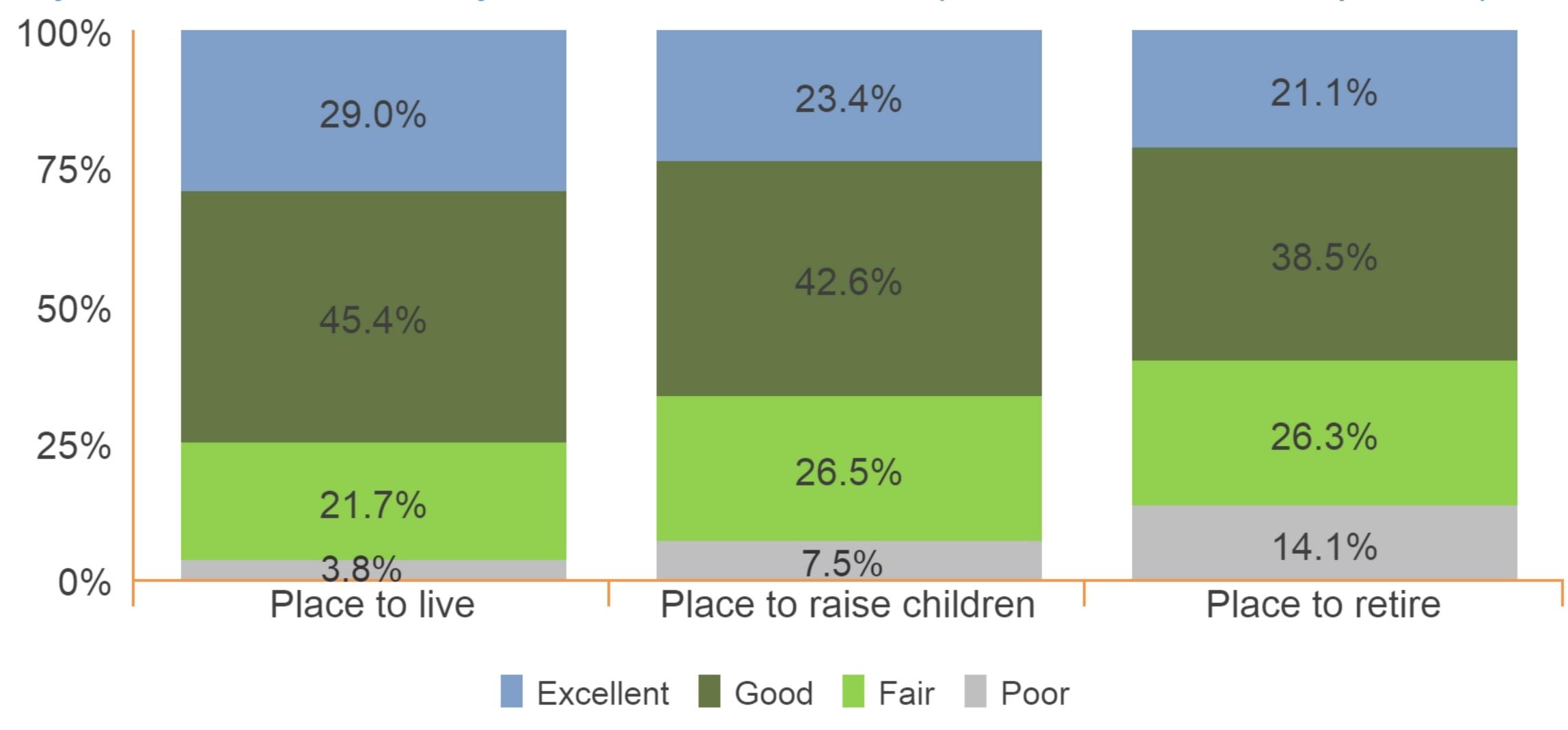
How would you rate the sense of community in the City of Watsonville? Would you say it is...

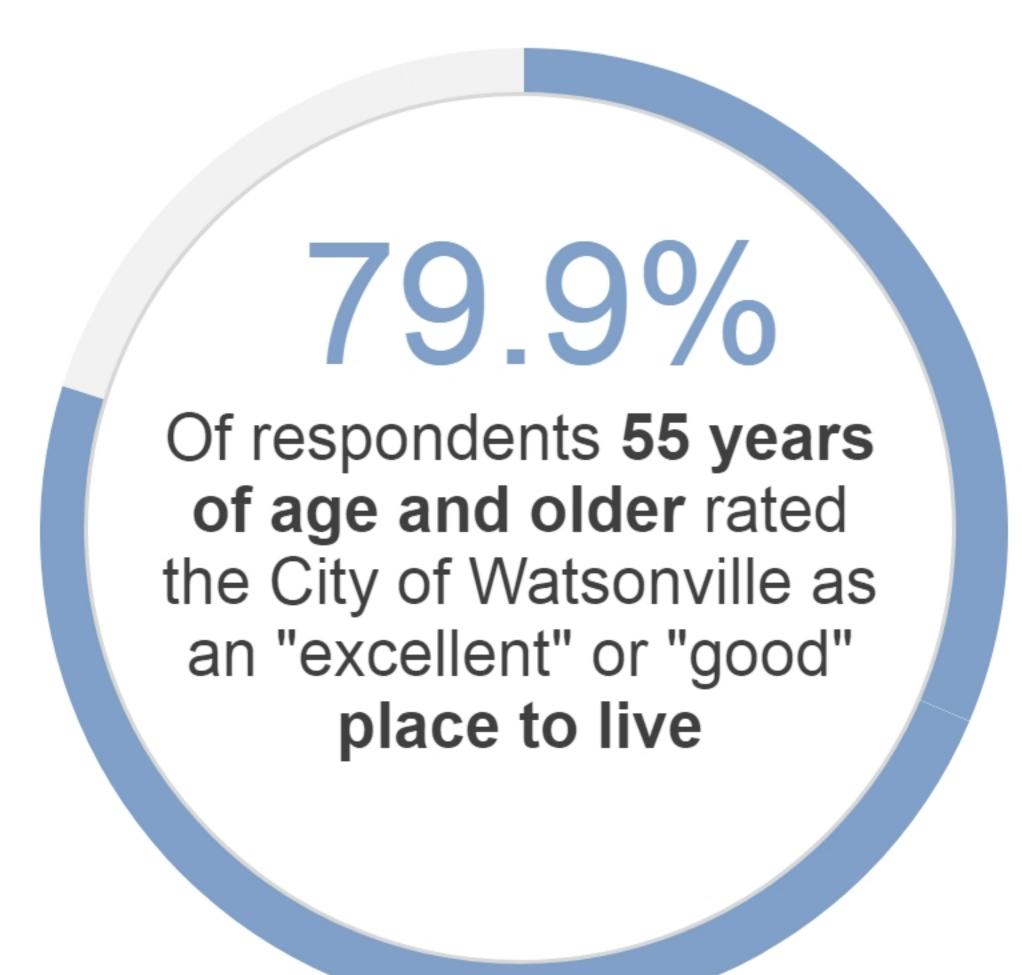
How would you rate the sense of inclusiveness and diversity in the City of Watsonville? Would you say it is...

### Watsonville rated as an excellent or good place to live

Three-quarters of respondents (74.4%) rated the City of Watsonville as "excellent" or "good" as a place to live, while two-thirds (66.0%) rated Watsonville positively as a place to raise children. Fewer surveyed residents (59.6%) indicated the City of Watsonville is an "excellent" or "good" place to retire. Notably, more respondents 55 years of age and older (79.9%) rated the City of Watsonville as an "excellent" or "good" place to live than those 18 to 34 years of age (71.4%) or 35 to 54 years of age (71.2%).

Now, using a scale of "excellent," "good," "fair" and "poor," please tell me how you would rate the City of Watsonville as a... (w/o "don't know" responses)





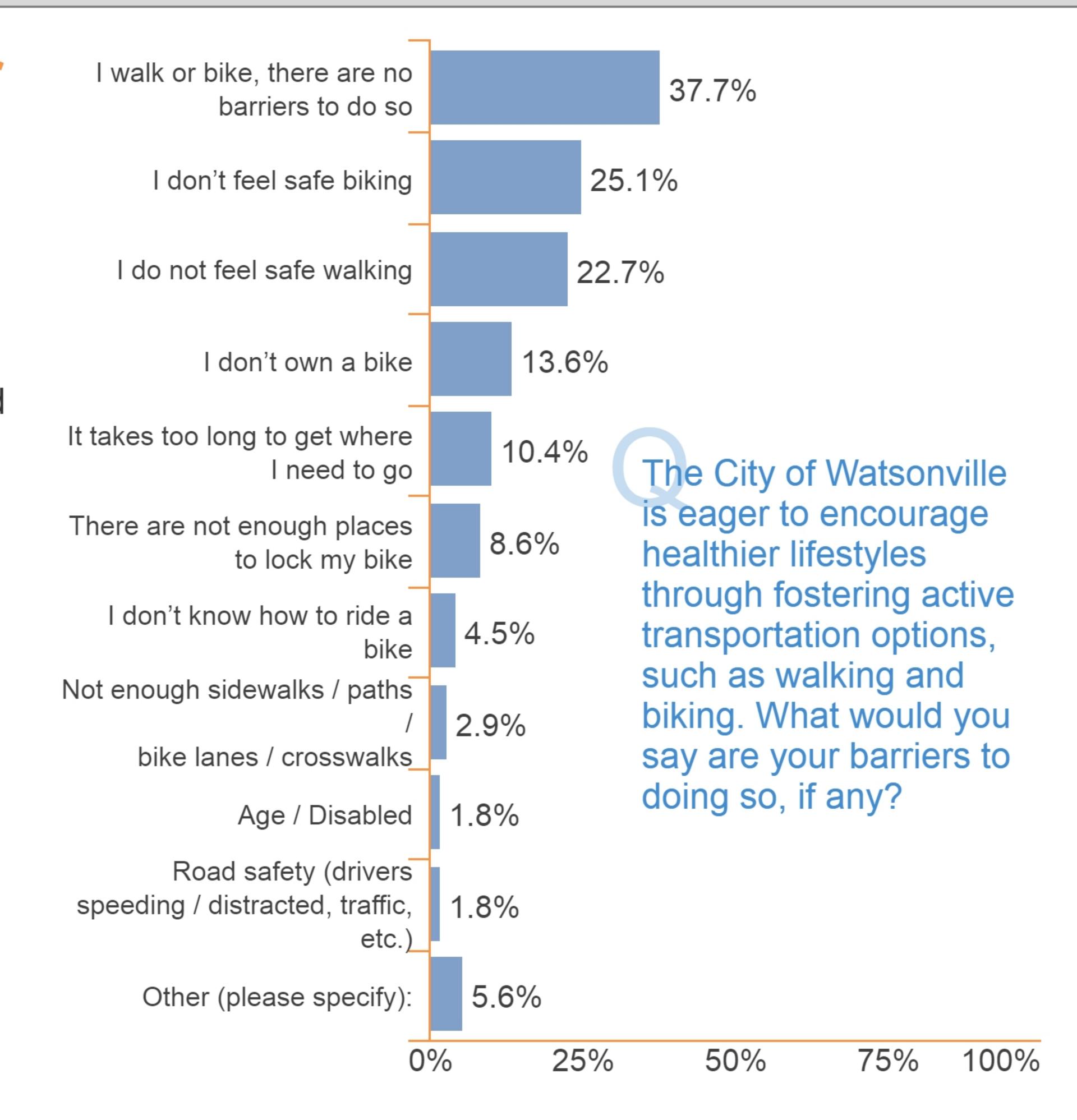
## Safety primary reason for not biking and walking

Over three-fifths of surveyed residents (61.4%) reported they would support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space.

While over one-third of respondents (37.7%) indicated they currently walk and bike around Watsonville and there are no barriers to doing so, roughly one-quarter of respondents indicated "I don't feel safe biking" (25.1%) and "I do not feel safe walking" (22.7%) as reasons for not doing so.

61.4%

Would support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space



### Satisfied with convenience and quality of parks

Over three-quarters of respondents indicated they are either "very satisfied" or "somewhat satisfied" with the "convenience of accessing quality parks from your home" (76.5%) and the "quality of parks" (76.2%) in Watsonville. Further, over two-thirds of respondents reported satisfaction with Watsonville's "quality of recreation programs and events" (69.2%), the "affordability of recreation programs and events" (68.1%) and the "convenience of time and location of programs and events" (67.9%). Of note, more respondents with a household income lower than \$50,000 reported satisfaction with "the quality of recreation programs and events" (78.1%) and the "availability of recreation programs that meet my/my family's needs and interests (75.4%) compared to those with a household income of \$50,000 or more (62.6% and 60.8%, respectively).

How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation (including youth and adult sports, after school programs and activities), parks and wellness offerings? Would you say you are "very satisfied," "somewhat satisfied," "not very satisfied" or "not at all satisfied" with the following:

	Total "satisfied"	Very satisfied	Somewhat satisfied	Not very satisfied	Not at all satisfied	Don't know / unsure
Convenience of accessing quality parks from your home	76.5	34.2	42.3	9.1	7.5	6.9
The quality of parks	76.2	31.8	44.4	10.6	6.6	6.5
The quality of recreation programs and events	69.2	24.9	44.3	7.9	7.1	15.7
Affordability of recreation programs and events	68.1	24.3	43.8	6.9	6.4	18.7
Convenience of time and location of programs and events	67.9	21.9	46.0	7.5	6.2	18.3
Availability of recreation programs that meet my/my family's needs and interests	66.0	23.1	42.9	7.5	10.0	16.5

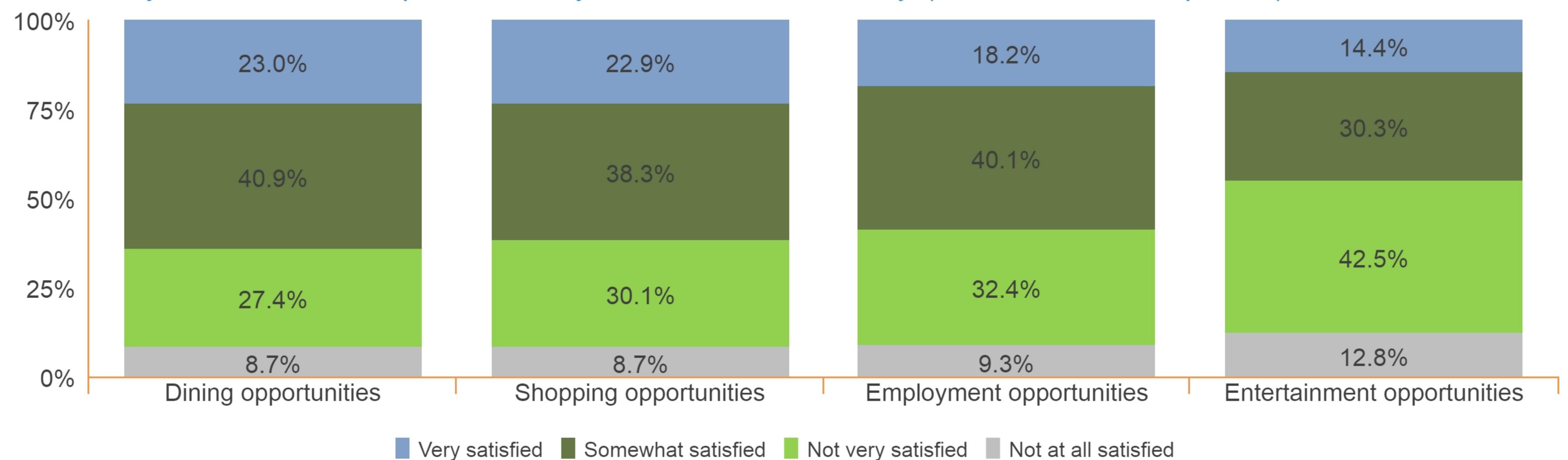
78.1%

Of respondents with a household income lower than \$50,000 reported satisfaction with the quality of recreation programs and events

### Satisfied with dining and shopping opportunities

More than three-fifths of surveyed residents indicated they are either "very satisfied" or "somewhat satisfied" with the dining opportunities (63.9%) and shopping opportunities (61.2%) in the City of Watsonville. Further, nearly three-fifths of respondents (58.3%) reported satisfaction with the employment opportunities in Watsonville, while less than one-half (44.7%) indicated they are satisfied with the entertainment opportunities in Watsonville.

Now, I will read a list of characteristics pertaining to the economy of the City of Watsonville. For each, please indicate how satisfied you are with each aspect of the City of Watsonville's economy. (w/o "don't know" responses)



### Some rate Watsonville positively as a place to work

Nearly three-fifths of surveyed residents, 56.6%, rated the City of Watsonville as either an "excellent" (23.1%) or "good" (33.5%) place to work, while one-half, 50.5%, rated Watsonville as either an "excellent" (21.2%) or "good" (29.3%) place to visit. A higher frequency of respondents with a household income lower than \$50,000 (59.8%) reported Watsonville is an "excellent" or "good" place to work than those with a household income of \$50,000 or more (45.0%).

Now, please tell me, using a scale of "excellent," "good," "fair" and "poor," how you would rate the City of Watsonville as a... (w/o "don't know" responses)



59.8%

Of respondents with a household income lower than \$50,000 reported Watsonville is an "excellent" or "good" place to work

### Support creation of jobs and housing

Nearly all surveyed residents, 95.5%, reported they either "strongly support" (69.3%) or "somewhat support" (26.2%) the City of Watsonville creating additional jobs and housing near existing infrastructure to help preserve agricultural land and natural areas. Further, over nine-tenths of respondents supported initiatives regarding Watsonville's downtown area, such as encouraging new businesses downtown and reuse of historic buildings (94.5%) and increasing development downtown to bring more jobs and housing to the community" (92.6%). Notably, more respondents 35 to 54 years of age (97.1%) supported Watsonville encouraging new businesses downtown and reuse of historic buildings than those 18 to 34 years of age (92.0%) or 55 years of age and older (93.0%).

Next, I will read you a series of actions the City of Watsonville is considering regarding the creation of houses and jobs in the city. For each, please tell me if you "strongly support," "somewhat support," "somewhat oppose" or "strongly oppose" the City of Watsonville taking that measure. (w/o "don't know" responses)

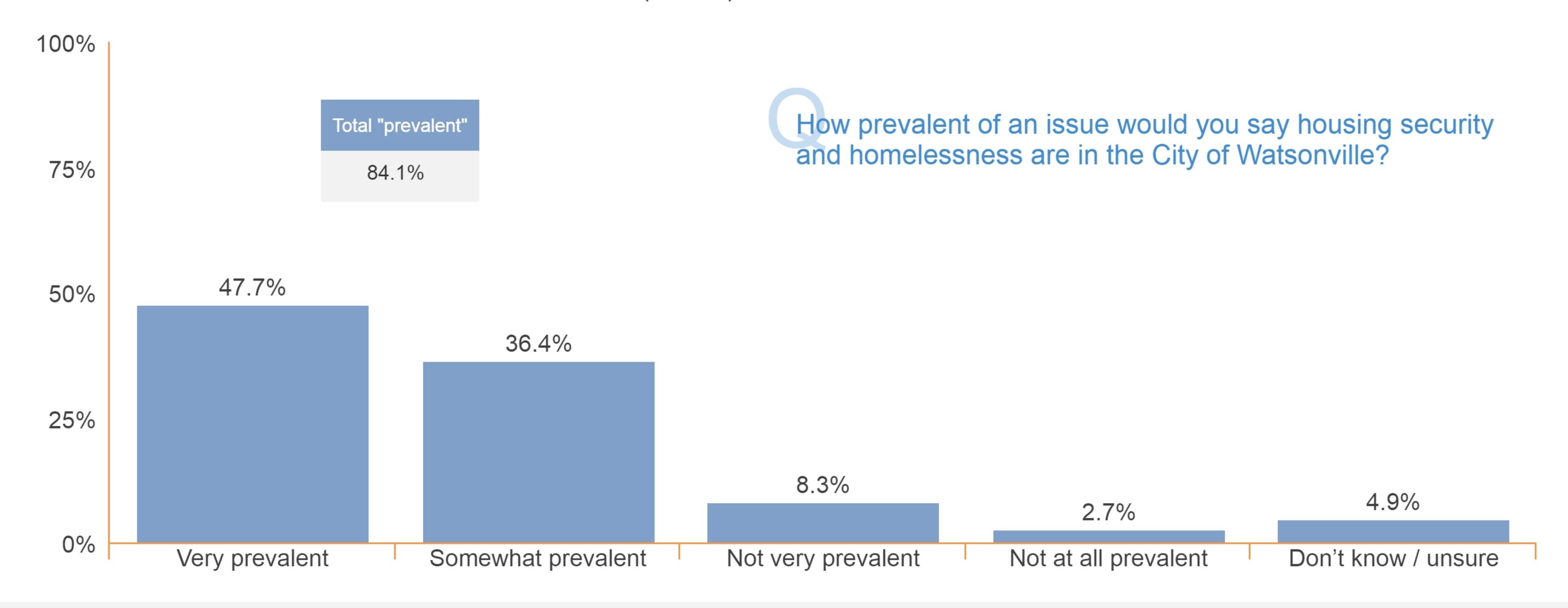
	Total "support"	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose
Creating additional jobs and housing near existing infrastructure, such as roads and utilities, to help preserve and protect agricultural land and natural areas	95.5	69.3	26.2	2.7	1.8
Encouraging new businesses downtown and adaptive reuse of historic buildings to foster a vibrant downtown	94.5	71.0	23.5	2.3	3.2
Increasing development downtown in an effort to bring more jobs and housing to the community	92.5	64.8	27.8	4.6	2.9
Encouraging more housing developments in town	83.4	56.3	27.0	10.9	5.7

97.1%

Of respondents 35 to 54 years of age support Watsonville encouraging new businesses downtown and reuse of historic buildings

### Find housing security and homelessness prevalent

Over four-fifths of surveyed residents, 84.1%, reported housing security and homelessness are "very prevalent" (47.7%) or "somewhat prevalent" (36.4%) issues in the City of Watsonville. Of note, a higher frequency of respondents with a household income of \$50,000 or more (91.5%) indicated housing security and homelessness in Watsonville are prevalent issues than those with a household income lower than \$50,000 (82.0%).



## Garbage and water service rated positively

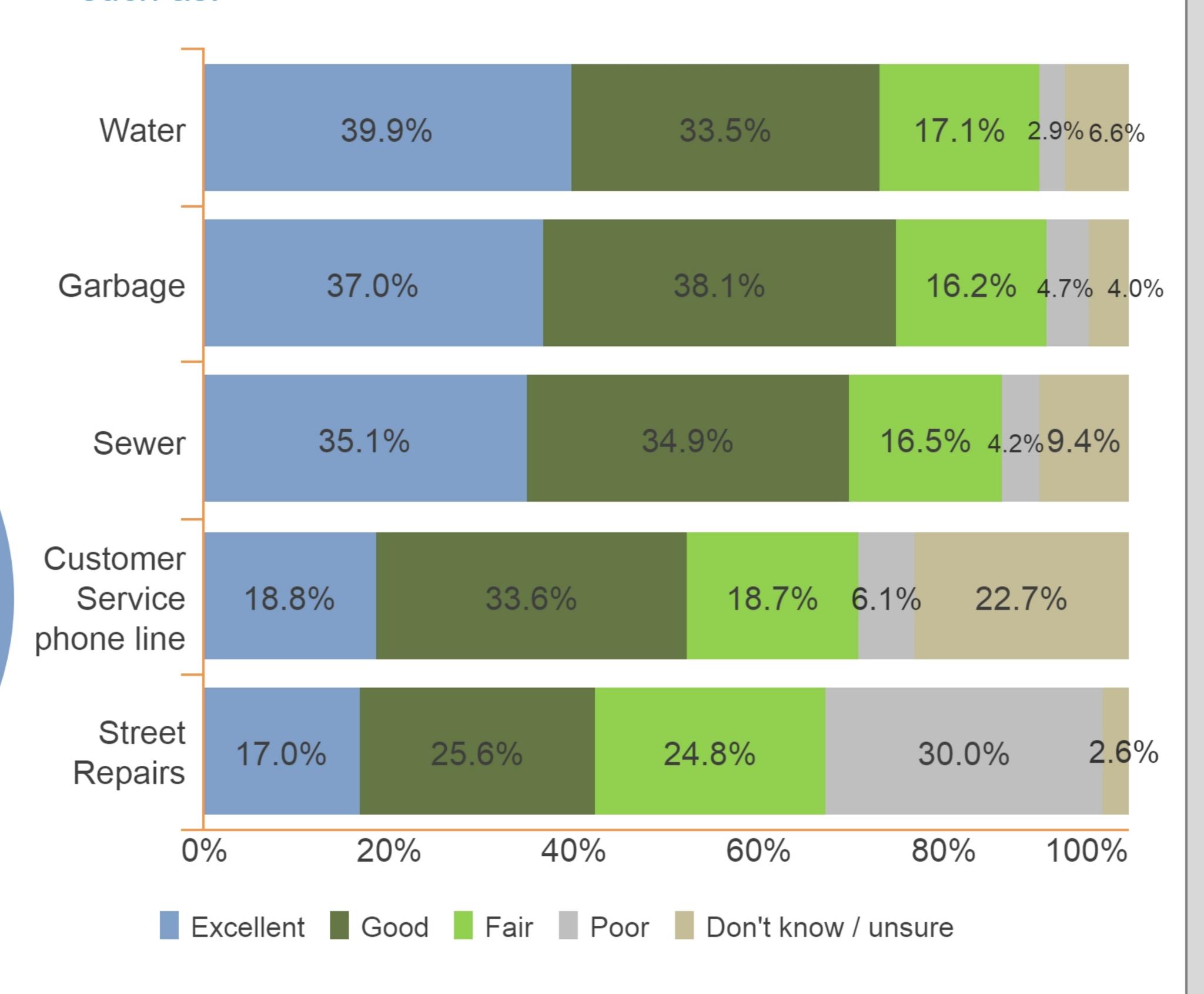
Nearly three-fifths of respondents (58.7%) were aware the City of Watsonville tap water meets all State and Federal regulations for drinking water.

When rating the overall job being done by Watsonville's utilities and public works, roughly three-quarters of respondents provided ratings of "excellent" or "good" for garbage (75.1%) and water (73.4%) services, while fewer respondents rated the Customer Service Phone line (52.4%) and street repairs (42.6%) positively.

58.7%

Were aware the City of Watsonville tap water meets all State and Federal regulations for drinking water

How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as:



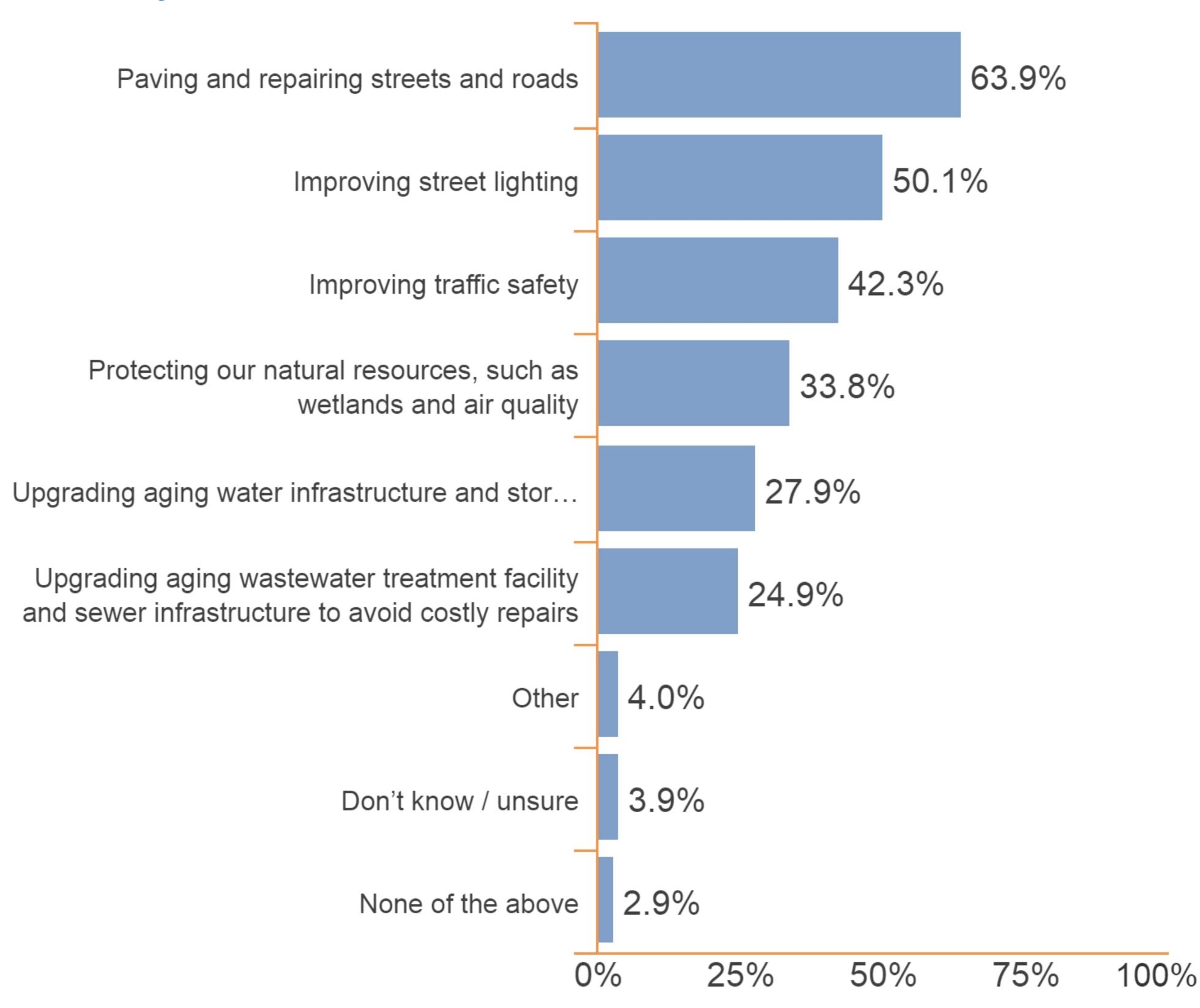
### Prioritize paved and repaired streets

When rating the importance of several Department of Public Works and Utilities projects, over three-fifths of surveyed residents (63.9%) prioritized paving and repairing streets and roads, while another one-half of respondents (50.1%) placed importance on improved street lighting.

More than two-fifths of respondents (42.3%) reported improving traffic safety should be a priority among other Department of Public Works and Utilities projects.

Of note, fewer respondents 55 years of age and older prioritized improving street lighting (38.2%) and improving traffic safety (36.4%) than respondents 18 to 34 years of age (52.6% and 42.9%, respectively) or 35 to 54 years of age (61.5% and 50.0%, respectively).

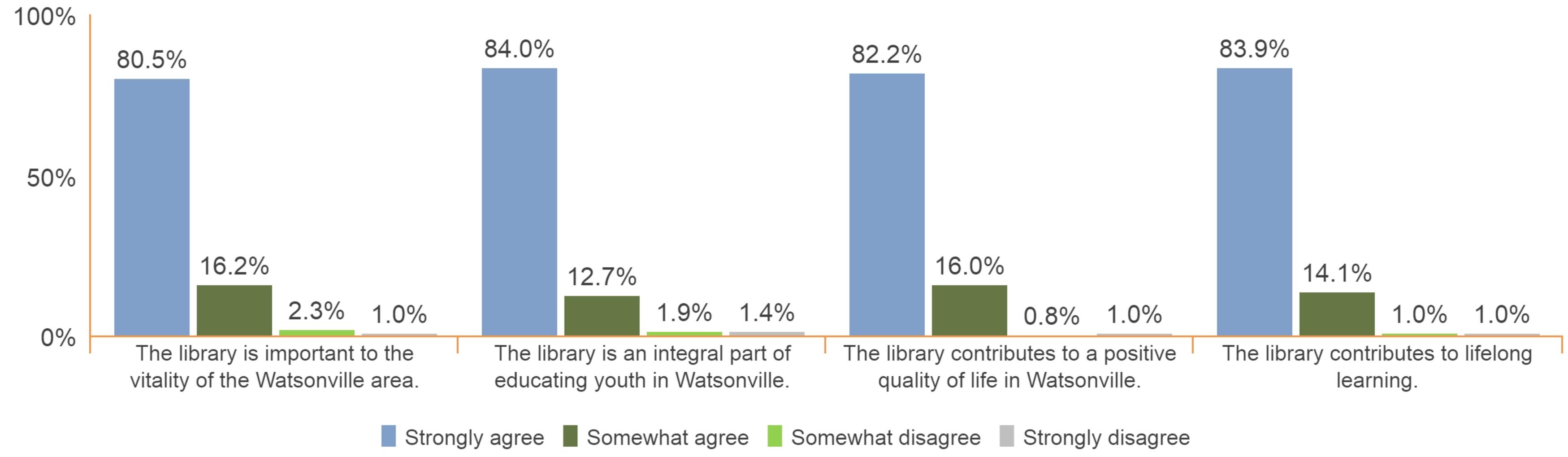
Which three (3) of the following Department of Public Works and Utilities projects do you feel are most important to invest utility rates and taxes into?



### Positive ratings for library's contributions

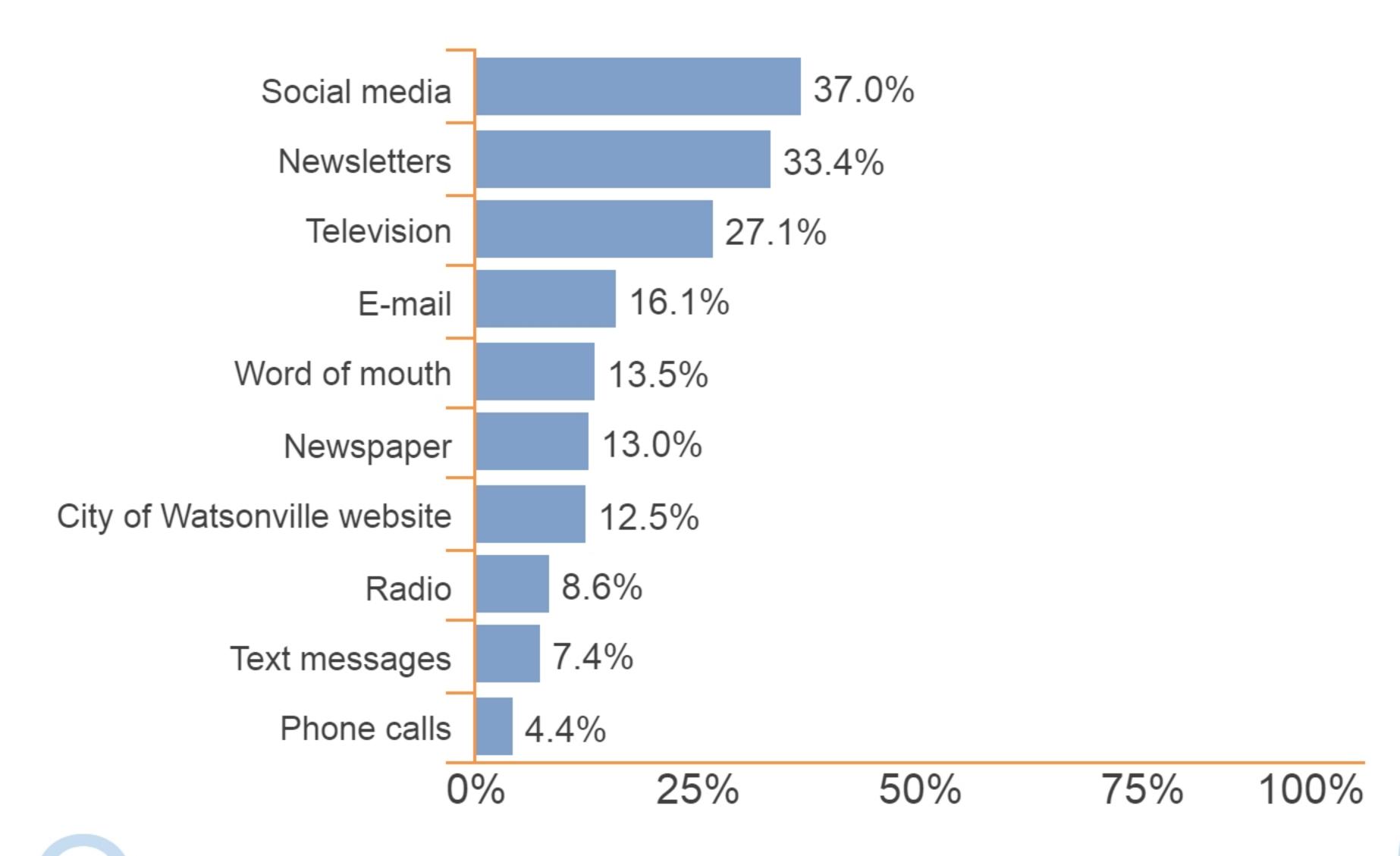
Nearly all surveyed residents either "strongly agreed" or "somewhat agreed" that the City of Watsonville library "contributes to a positive quality of life in Watsonville" (98.2%) and that "the library contributes to lifelong learning" (98.0%). Further, more than nine-out-of-ten respondents agreed that "the library is important to the vitality of the Watsonville area" (96.7%) and "the library is an integral part of educating youth in Watsonville" (96.7%).

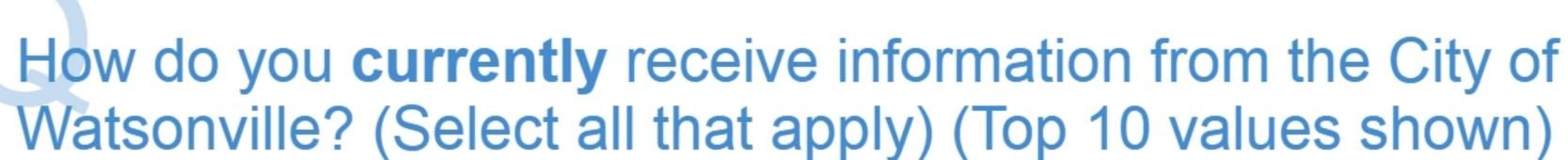
Now, I will read you several statements regarding the City of Watsonville library. For each, please tell me if you "strongly agree," "somewhat agree," "somewhat disagree" or "strongly disagree" with the statement. (w/o "don't know" responses)

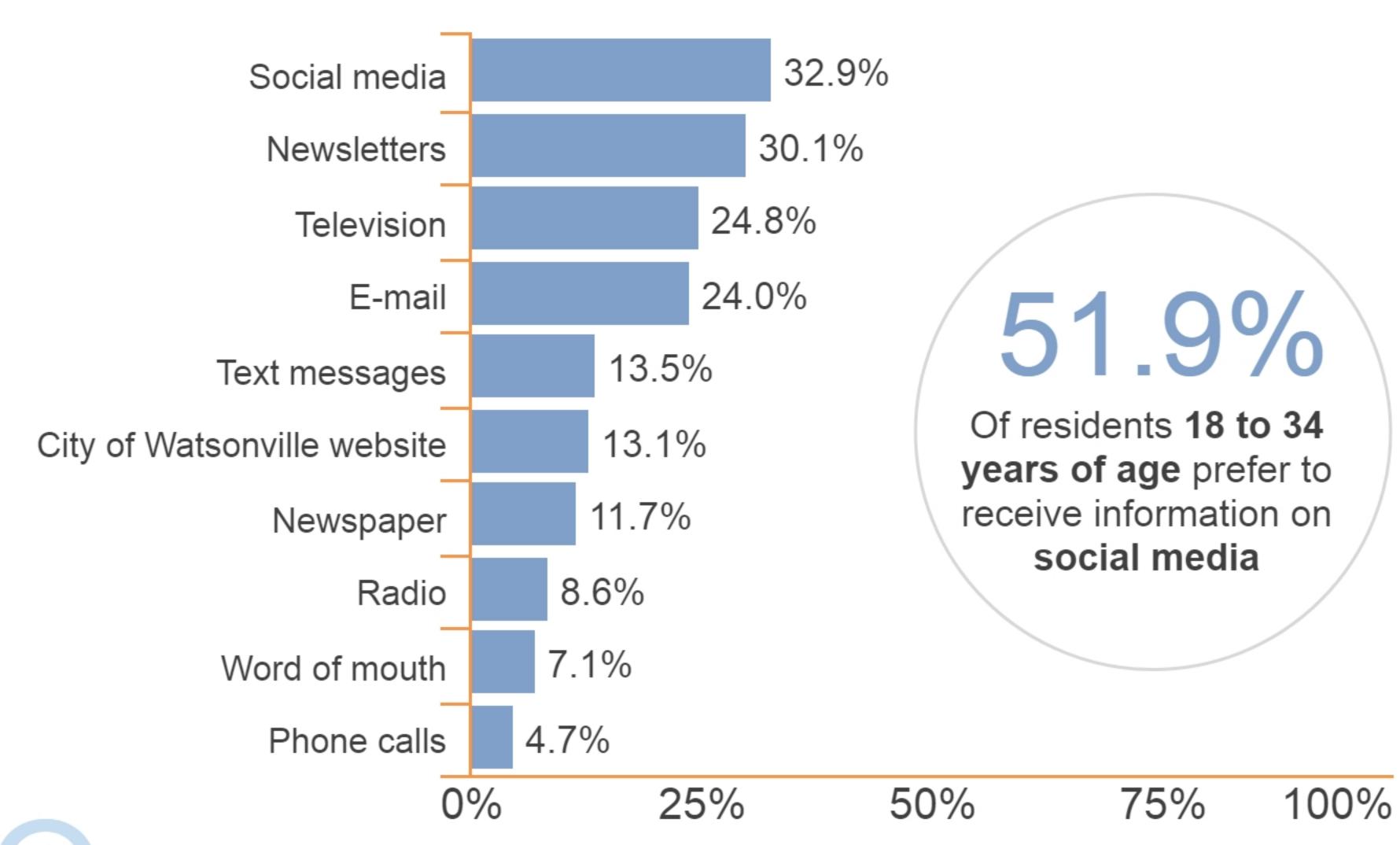


#### Prefer to receive information on social media

Nearly two-fifths of respondents (37.0%) reported they currently receive information from the City of Watsonville on social media, while roughly one-third (32.9%) indicated they prefer to receive information from the City of Watsonville through this platform. Further, one-third of surveyed residents (33.4%) noted currently receiving information from Watsonville through newsletters, with 30.1% reporting a preference for receiving information this way. Of note, more respondents 18 to 34 years of age (51.9%) reported a preference for receiving information from Watsonville on social media, followed by respondents 35 to 54 years of age (41.0%) and respondents 55 years of age and older (14.9%).



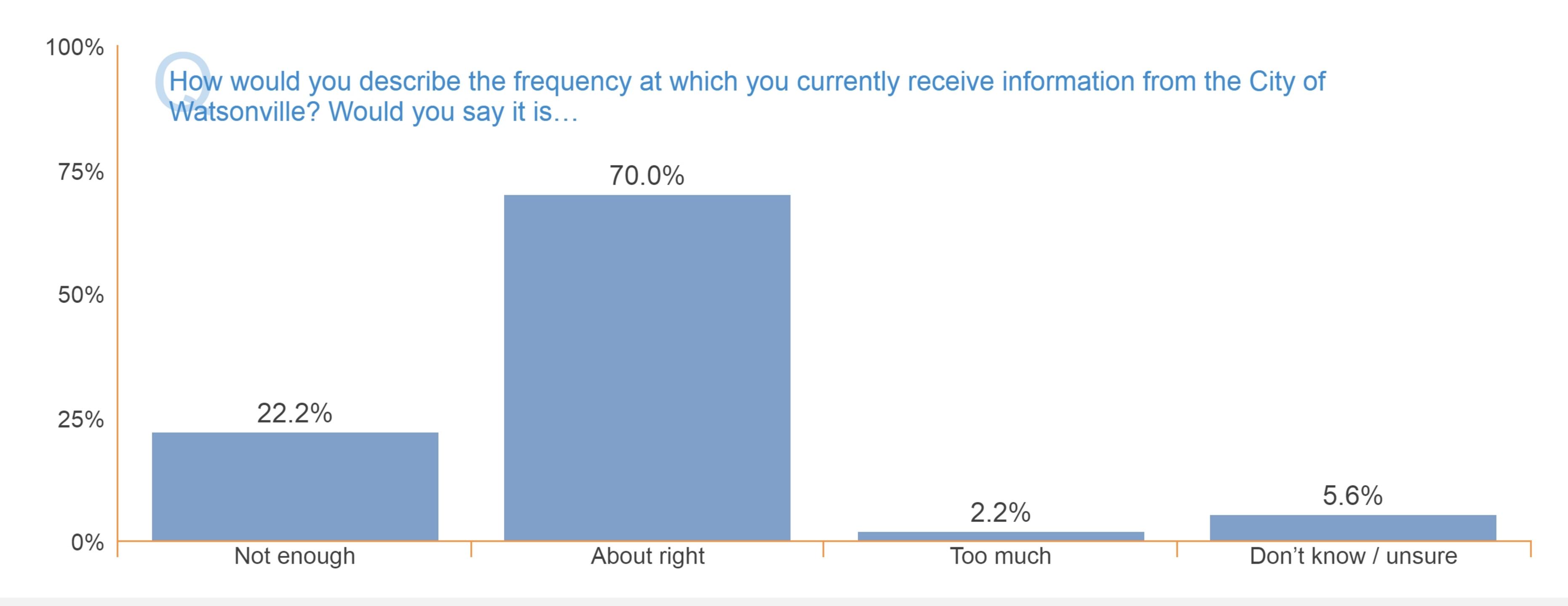




And, how would you **prefer** to receive information from the City of Watsonville? (Select all that apply) (Top 10 values shown)

### Frequency of communication is 'about right'

Seven-out-of-ten surveyed residents (70.0%) indicated the frequency at which they currently receive information from the City of Watsonville is "about right." Meanwhile, over one-fifth of respondents (22.2%) reported the current frequency of communication from Watsonville is "not enough."



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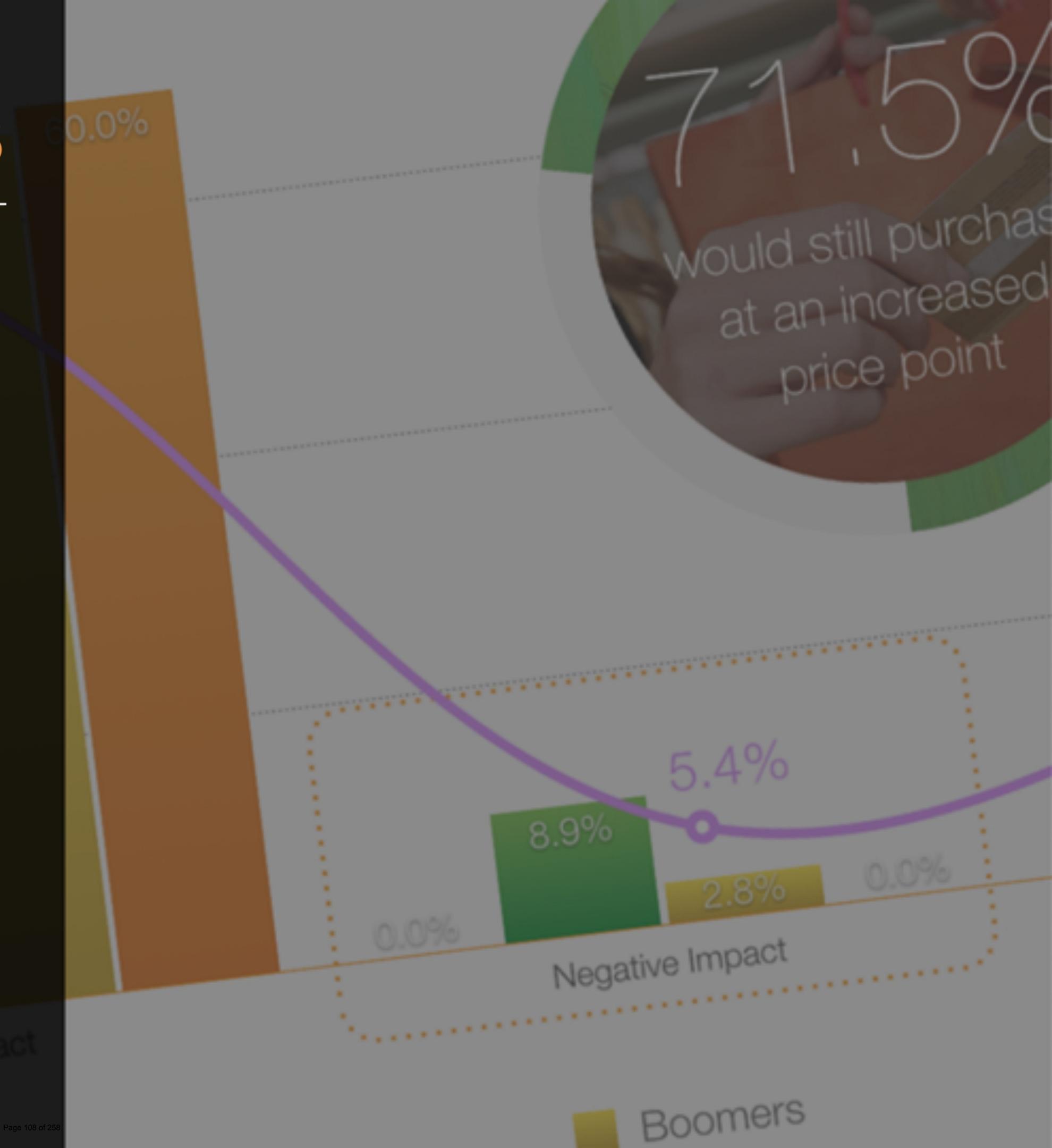
SECTION TWO
Project Overview

SECTION THREE Key Study Findings

SECTION FOUR

Considerations

Aggregate Data (Provided Seperately)



# Considerations

- Prioritize community safety improvements and crime reduction in strategic planning. Crime reduction was a top priority for many surveyed residents when considering community initiatives for the City of Watsonville, and the majority of respondents reported crime and gang activity are prevalent issues in Watsonville. Further, the primary reason respondents indicated not biking or walking around the city was not feeling safe to do so. For this reason, it is recommended that the City of Watsonville make crime prevention and safety enhancements a top priority when developing their strategic plan initiatives. To support this cause, the City of Watsonville may consider developing additional programs designed to reduce crime, drug use and gang activity in the city, as well as offer youth prevention programs that combat these issues when residents are young. An increased focus on improving community safety and reducing criminal activity may gradually ensure residents they live in a community where it is safe for outdoor activities such as biking, walking and running, in turn improving the health of the community.
- Focus Public Works projects on paving and repairing streets and roads. The majority of surveyed residents indicated a top priority of the Department of Public Works should be paving and repairing the streets and roads in Watsonville. In the coming years, it is recommended that, where possible, Public Works funds be allocated towards the paving and repair of roads throughout the City of Watsonville to ensure the city is safe to drive in and provide a more comfortable driving experience for residents. Ultimately, roads where there is the most traffic and businesses such as downtown should be prioritized, as well as those roads in worse condition than others. These road condition improvements may encourage more transportation throughout the city, specifically to local restaurants and stores.

# Considerations

- Focus on retaining millennial and generation Z residents. Fewer residents 18 to 34 years of age rated the City of Watsonville as either an "excellent" or "good" place to live than residents 55 years of age and older. In order to improve the perception younger residents have of the city, it is suggested that the City of Watsonville focus on establishing more programs and services that would be appealing to their millennial and generation Z residents, to ensure these residents remain in Watsonville instead of moving to a different city. This may entail introducing businesses that millennials traditionally find attractive, such as fast casual dining, coffee shops and fitness centers. Further, this may help to address the economic development initiatives in Watsonville's strategic plan, while also helping to employee more local residents at businesses that are traditionally sought out by residents 18 to 34 years of age. This focus on younger consumers may help to establish a generation that views the City of Watsonville as a positive place to live.
- Conduct follow-up survey research on a consistent basis. Given that many of the findings from this survey will be used to help guide strategic planning initiatives for the City of Watsonville, it is recommended that after two or three years, a follow-up survey be conducted with the purpose of measuring the success of Watsonville's strategic plan goals. The questions and wording should remain as close as possible to the 2021 instrument in order to track data across the years and determine where improvements have been achieved, and where additional efforts must still be made to enhance the city overall. This will allow for time to consume the findings from this year's report, determine and initiate actions to take based on the results, and the measure community opinions based on these adjustments. Ultimately, continued survey efforts will help the city gauge their progress in developing a safer community for residents, improving the economy, and enhancing community engagement.

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# CITY OF WATSONVILLE, CA

Community Wide Survey Follow-up Findings

- 1. Overall, how satisfied are you with how the City of Watsonville is currently serving the community?
  - More respondents who completed the survey in Spanish (90.9%) indicated they are satisfied with the way the City of Watsonville is currently serving the community than those who completed the survey in English (79.9%).
- 2. Thinking about the City of Watsonville three years ago, would you say the city is currently better off, worse off, or about the same?
  - More respondents who completed the survey in Spanish (47.5%) reported the City of Watsonville is better off now than it was three years ago, compared to those who completed the survey in English (31.0%).

# **SAFETY**

- 3. How satisfied would you say you are with how the Watsonville Fire Department engages and interacts with the community?
  - More respondents who completed the survey in Spanish (94.7%) reported they are satisfied with how the Watsonville Fire Department engages and interacts with the community than those who completed the survey in English (85.2%).
- 4. How satisfied would you say you are with the Police Department's efforts to reduce crime in the City of Watsonville?
  - More respondents who completed the survey in Spanish (88.1%) reported they are satisfied with the Police Department's efforts to reduce crime in the City of Watsonville than those who completed the survey in English (78.8%).

How well would you say the Police Department performs in the following areas? Please use a scale of "excellent," "good," "fair" and "poor."

• More respondents who completed the survey in Spanish (73.7%) provided positive ratings for the Police Department responding to community concerns than those who completed the survey in English (64.2%).





# Community Engagement and Inclusivity

How satisfied are you with the following aspects of the City of Watsonville community? Would you say you are "very satisfied," "somewhat satisfied," "not very satisfied" or "not at all satisfied" with the following:

- More respondents who completed the survey in Spanish (81.8%) reported satisfaction with the opportunities to participate in community matters in Watsonville than those who completed the survey in English (68.5%).
- 5. How would you rate the sense of inclusiveness and diversity in the City of Watsonville? Would you say it is...
  - Fewer respondents who completed the survey in English (54.0%) rated the sense of inclusiveness and diversity in Watsonville positively compared to those who completed the survey in Spanish (70.1%).

Now, using a scale of "excellent," "good," "fair" and "poor," please tell me how you would rate the City of Watsonville as a...

• More respondents who completed the survey in Spanish (80.1%) rated Watsonville as either an "excellent" or "good" place to live compared to those who completed the survey in English (70.5%).

# Recreation and Wellness

- 6. Would you support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space?
  - More respondents with an income less than \$50,000 (73.7%) reported they would support paying an amount in sales tax for the improvement and expansion of recreation programs than those with an income of \$50,000 or more (58.6%)
  - Fewer respondents 55 years of age and older (50.2%) reported they would support paying an amount in sales tax for the improvement and expansion of recreation programs than those 35 to 54 years of age (68.9%) or 18 to 34 years of age (68.9%).

How satisfied would you say you are with the following characteristics of the City of Watsonville's recreation (including youth and adult sports, after school programs and activities), parks and wellness offerings? Would you say you are "very satisfied," "somewhat satisfied," "not very satisfied" or "not at all satisfied" with the following:

• More respondents who completed the survey in Spanish (81.8%) reported satisfaction with the quality of recreation programs and events than those who completed the survey in English (60.4%).





# **Economy**

Now, I will read a list of characteristics pertaining to the economy of the City of Watsonville. For each, please indicate how satisfied you are with each aspect of the City of Watsonville's economy.

• More respondents who completed the survey in Spanish (60.5%) reported they are satisfied with the entertainment opportunities in Watsonville than those who completed the survey in English (33.5%).

Now, please tell me, using a scale of "excellent," "good," "fair" and "poor," how you would rate the City of Watsonville as a...

• More respondents who completed the survey in Spanish (67.7%) rated Watsonville positively as a place to work than those who completed the survey in English (48.1%).

# **Public Works**

How would you rate the overall job being done by Watsonville's utilities and public works in providing services such as:

• Fewer respondents who completed the survey in English (44.7%) gave positive ratings for the overall job being done by Watsonville's Customer Service phone line than those who completed the survey in Spanish (63.5%).

# City of Watsonville

# STRATEGIC PLAN & BUDGET PROCESS



# **Planning Process**

Identify our priorities for the next 2 years with City Council's Direction.



# **Program Insights**

Apply our findings to optimize our resources for program efficiency.

# **Budget Development**

Develop a budget based on strategic priorities and program insights.

# **MARCH 2021**

# Outreach

3/8 - Community Survey Data

**3/15** - Electronic submission for Community Budget Ideas

3/25 - Community Budget 101

3/27 - Community Budget 101

# Internal Work

**3/17** - Budget Narrative Instructions release

# **APRIL 2021**

# Outreach

**4/22** - Strategic Plan & Budget Town Hall

**4/24** - Strategic Plan & Budget Town Hall

# Internal Work

4/2 - Executive Team Workshop

4/10 - Council & Staff Workshop

4/10 - 4/16

Budget meeting with Depts.

**4/23** - Strategic Goals & Dept. Write Ups for Budget are Deage 115 of 258

# MAY 2021

# City Council

5/25 - Adopt Strategic Plan

# Internal Work

**5/30** - Staff making entries and balancing to present a balanced recommended budget to Council

# **JUNE 2021**

# City Council

6/8 - First Budget Hearing

**6/22 -** Budget Adoption

# COMMUNITY BRAINSTORM













# MINUTES REGULAR CITY COUNCIL MEETING



# March 9, 2021

# 1. CLOSED SESSION

Public comments regarding the Closed Session Agenda were accepted by the City Council at that time.

The following speakers asked Council to finalize sale of the Porter Building to Pájaro Valley Arts:

Eli

Jessica Carrasco Margarito, District 1 Rosa, District 6

## 1.a CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code Section 54956.8)

Property: 280 Main Street (APN: 017-182-16) Negotiating parties: Tamara Vides (for City)

Pajaro Valley Arts

Under negotiation: Price and terms of payment

# 1.b CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency negotiator: Nathalie Manning & Matt Huffaker

Employee organization: Service Employees International Union, Local 521 Clerical Technical

(SEIU)

# 1.c CONFERENCE WITH LEGAL COUNSEL—PENDING LITIGATION

(Government Code Section 54956.9(b))

1. Initiation of litigation pursuant to subdivision (c) of Section 54956.9: [1 case]

# CITY COUNCIL RESUMED AT 5:30 P.M.

# 2. ROLL CALL

Mayor Dutra, Mayor Pro Tempore Parker, and Council Members Estrada, García, González, Hurst, and Montesino were present via teleconference through Zoom Webinar.

Staff members present via teleconference through Zoom Webinar were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Assistant City Manager Vides, Public Works & Utilities Director Palmisano, Police Chief Honda, Fire Chief Lopez, Deputy City Manager Manning, Administrative Services Director Czerwin, Airport Director Williams, Community Development Director Merriam, Interim Library Director Martinez, Innovation & Technology Director Boyes, Parks & Community Services Director Calubaquib, Assistant Public Works & Utilities Director Di Renzo, Police Captain Zamora, Senior Financial Analyst Rodriguez, Assistant City Clerk Ortiz, Older Adult Services Supervisor Nunez, and Interpreter Landaverry.

# 3. PLEDGE OF ALLEGIANCE

# 4. INFORMATION ITEMS

### 4.a REPORT OF DISBURSEMENTS

# 4.b WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION JANUARY MEETING HIGHLIGHTS (Council Member González)

### 5. PRESENTATIONS & ORAL COMMUNICATIONS

# 5.a ORAL COMMUNICATIONS FROM THE PUBLIC

Steve Trujillo, District 7, announced that the Cabrillo College Governing Board was conducting a search to rename Cabrillo College. He encouraged the Council and public to participate in the discussion.

Jessica Carrasco asked Council to prioritize the Ramsay Park Master Plan and requested establishment of an outdoor men's and women's soccer league.

Celeste spoke about Mayor Dutra's poor behavior toward her at the previous Policing and Social Equity meeting. She stated she had submitted complaints about the Mayor and staff, but the City had been unresponsive in addressing her complaints.

Dr. Nancy A. Bilicich spoke about her participation in the recent Zone 7, Flood Control and Water Conservation District Meeting. She spoke about the likelihood of FEMA supporting the river levee project and spoke about efforts to deter homeless encampments along the local creeks and levees.

Eli, District 7, requested a town hall meeting to discuss homelessness and affordable housing. She asked that Council prioritize funding for parks and recreation services.

# 5.b ORAL COMMUNICATIONS FROM THE COUNCIL

Member García spoke about her participation in the Housing Santa Cruz County official launch. She requested the City adopt a Health in All Policy Ordinance similar to that of Santa Cruz.

Member Estrada spoke about the importance of International Women's Day and equality for all. He spoke about the success of the Watsonville Film Festival and those recognized at the event.

Mayor Pro Tempore Parker encouraged the public to celebrate Women's History Month. She thanked staff for working in vaccination sites in Watsonville and encouraged everyone to vaccinate themselves against COVID-19. She commended Raquel Pulido for her efforts to improve Ramsay Park Soccer Fields.

Member Montesino thanked Dr. Nancy Bilicich for her work on the Zone 7, Flood Control and Water Conservation District and thanked those who worked on the Ramsay Park Pump Track.

Member González spoke in support of women's soccer leagues and stressed the importance of collaboration between the City and PVUSD to offer school playgrounds as park space for residents.

Member Hurst asked the public to prevent the spread of COVID-19 and vaccinate themselves against it. He spoke about the importance of celebrating International Women's History Month. He spoke about the success of the Watsonville Film Festival and invited the public to future community events.

Mayor Dutra expressed his condolences to those affected by the recent passing of Bill Neighbors and Linda Gordon. He spoke about the grand opening for the Pájaro Valley High School Football Field and the grand opening of the Ramsay Park Pump Track. He spoke about the importance of women's rights.

- 5.c MAYOR'S PROCLAMATION RECOGNIZING MARCH 2021 AS WOMEN'S HISTORY MONTH & ENCOURAGING ALL CITIZENS TO REFLECT ON THE GENERATIONS OF WOMEN THAT HAVE MADE AN IMPACT IN OUR HISTORY, AS WELL AS THOSE WHO CONTINUE MAKING AN IMPACT TODAY
- 5.d MAYOR'S PROCLAMATION RECOGNIZING RAFAEL SUAREZ OF FARMERS INSURANCE FOR PROVIDING QUALITY INSURANCE & FINANCIAL SERVICES TO THE COMMUNITY
- 5.e MAYOR'S PROCLAMATION RECOGNIZING PAUL & ANNA LIU & FREEDOM BAKERY FOR PROVIDING DELICIOUS COOKIES & CAKES, BRINGING SMILES TO THE COMMUNITY
- 5.f SERVICE WITH HEART AWARDS SERVICE WITH HEART AWARDS: SR. FINANCIAL ANALYST PATRICIA RODRIGUEZ & OLDER ADULT SERVICES SUPERVISOR KATIE NUÑEZ
- 5.g REPORT OUT OF CLOSED SESSION

City Attorney Smith reported that Council gave direction, but took no final action on Items 1.a. and 1.b. In regards to Item 1.c., he stated Council authorized filing a complaint in Santa Cruz County Superior Court seeking an injunction to remove some unpermitted improvements at 4 Vista Pointe Drive if they were not removed by April 8, 2023.

6. REPORTS TO COUNCIL -- No Action Required

# 6.a CITY MANAGER'S UPDATE REPORT

In answering Member García, City Manager Huffaker spoke about process for development of a memorial in honor of those who passed away from COVID-19.

City Manager Huffaker and Assistant City Manager Vides answered questions from Member Estrada regarding COVID-19 vaccination efforts and timeline for the Ramsay Park Soccer Field improvements.

# 7. CONSENT AGENDA

Member García explained the reasons she requested Item 6.c.

Eli spoke in support of Item 6.c and asked Council for further efforts against racism.

Steve Trujillo thanked Council for approving relocation of the George Washington Bust from the City Plaza to the Watsonville Public Library. He spoke in support of Item 6.c. and asked Council for further efforts against racism.

Gabriel Medina spoke in support of Item 6.c. and asked Council for further efforts against racism.

**MOTION:** It was moved by Member Montesino, seconded by Member Estrada and carried by the following vote to approve the Consent Agenda:

AYES: MEMBERS: Estrada, García, González, Hurst, Montesino, Parker, Dutra

NOES: MEMBERS: None ABSENT: MEMBERS: None

- 7.a MOTION APPROVING MINUTES OF FEBRUARY 23, 2021
- 7.b AMENDMENTS NO. 2 & NO. 3 TO CONTRACTS WITH HARRIS & ASSOCIATES, INC. FOR ASSISTANCE WITH PERMITTING FOR RAIL TRAIL PROJECT IN A TOTAL AMOUNT OF \$28,776
  - 1) RESOLUTION NO. 69-21 (CM):
    RESOLUTION APPROVING SECOND AMENDMENT TO CONTRACT WITH HARRIS & ASSOCIATES, INC., FOR DESIGN SERVICES FOR THE RAIL TRAIL LEE ROAD PROJECT, NO. CT-18-01A & RAIL TRAIL WALKER STREET PROJECT NO. CT-18-01B; ADDING TO SCOPE OF WORK TO ASSIST WITH CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) PERMITTING REQUIREMENTS & INCREASING THE AMOUNT BY \$13,992
  - 2) RESOLUTION NO. 70-21 (CM):
    RESOLUTION APPROVING THIRD AMENDMENT TO CONTRACT WITH HARRIS &
    ASSOCIATES, INC., FOR DESIGN SERVICES FOR THE RAIL TRAIL LEE ROAD
    PROJECT, NO. CT-18-01A AND THE RAIL TRAIL WALKER STREET PROJECT NO.
    CT-18-01B; ADDING TO SCOPE OF WORK TO ASSIST WITH CALIFORNIA PUBLIC
    UTILITIES COMMISSION (CPUC) PERMITTING REQUIREMENTS & INCREASING
    THE AMOUNT BY \$14,78
- 7.c RESOLUTION NO. 71-21 (CM):
  RESOLUTION DECLARING RACISM AS A PUBLIC HEALTH CRISIS
- 8. ITEMS REMOVED FROM CONSENT AGENDA (None)
- 9. PUBLIC HEARINGS, ORDINANCES, & APPEALS
- 9.a AMENDMENT TO CANNABIS TAX ORDINANCE REGARDING TAX RATE
  - 1) Staff Report by Community Development Director Merriam.
  - 2) City Council Clarifying & Technical Questions Community Development Director Merriam answered questions from Member García regarding impacts tax rates have on consumers, potential for tax disbursements among departments to change through a ballot measure, and impacts the reduction would have on tax revenues.

Community Development Director Merriam, in answering Member Estrada explained reasoning for recommending reduction in tax rates for cannabis.

Member Dutra requested that staff research impacts legalized cannabis sales had on the illegal cannabis market.

Community Development Director Merriam, in answering Member Hurst, spoke about tax rates for recreational cannabis and medical cannabis.

Community Development Director Merriam answered questions from Member González regarding maximum allowed tax rate for cannabis.

Community Development Director Merriam answered questions from Mayor Dutra regarding lack of adjustments of tax rates for cannabis in other jurisdictions in the County and effects it had on Watsonville's cannabis sales.

# 3) Public Hearing

Mayor Dutra opened the public hearing.

Crystal González, Community Prevention Partners, stated concerns regarding lowering tax rates for cannabis, while considering rate increases for utilities. She asked that cannabis taxes be set higher to deter oversaturation of cannabis use and access for youth.

Seth Smith spoke in support of staff recommendation and asked for further reduction of tax rates for cannabis.

Eli spoke in support of staff recommendation. She asked for tax disbursements among departments to change through a ballot measure.

Colleen Wallau stated reduction in tax rates for cannabis did not guarantee higher sales for cannabis.

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

**MOTION:** It was moved by Member Hurst and seconded by Member González to introduce the ordinance listed below.

# 5) City Council Deliberation on Motion

Mayor Dutra stated his concerns in oversaturation of cannabis outlets in Watsonville resulting from a lower tax rate.

**MOTION:** The above motion and ordinance introduction listed below carried by the following vote:

AYES: MEMBERS: Estrada, Hurst, González, Montesino,

Parker

NOES: MEMBERS: García, Dutra

ABSENT: MEMBERS: None

6) ORDINANCE INTRODUCTION AMENDING SECTIONS 3-6.1202 (DEFINITIONS) & 3-6.1206 (AMOUNT OF TAX OWED) OF ARTICLE 12 (WATSONVILLE CANNABIS BUSINESS TAX) OF CHAPTER 6 (TAXATION)

# OF TITLE 3 (ZONING) OF THE WATSONVILLE MUNICIPAL CODE [Amends Ordinance No. 1330-16 (CM) Pursuant to §3-6.1232]

# 10. NEW BUSINESS

## 10.a DOWNTOWN SPECIFIC PLAN PRESENTATION

1) Staff Report by Simran Malhotra with Raimi & Associates

# 2) City Council Clarifying & Technical Questions

Ms. Malhotra answered questions from Member García regarding outreach efforts conducted as part of the creation of the Downtown Specific Plan.

Ms. Malhotra, in answering Member Hurst, spoke about importance the relationship between landlords and tenants had on the downtown businesses.

In answering Member Montesino, Ms. Malhotra spoke about implementation strategies that would be conducted as part of the implementation of the Downtown Specific Plan.

Ms. Malhotra, in answering Member Estrada, listed ways Council could support efforts for implementation of the Downtown Specific Plan.

Ms. Malhotra answered questions from Member González regarding strategies used to address displacement of tenants in the downtown area and consideration of the Complete Streets Plan as part of implementation of the Downtown Specific Plan.

# 3) Public Input

Steve Trujillo spoke about the need for public restrooms downtown, designated police for downtown, need for transportation to and from the downtown area, and enforcement of speeding in downtown.

Judy Gittelsohn spoke about the need for the rail trail in the downtown area.

Gabriel Medina asked Council to support tenants over landlords. He gave suggestions on how the downtown could be improved. He accused the Council of displacing residents through approval of projects catered to the rich.

Eli spoke about the importance of supporting the arts in downtown.

Eileen Clark-Nagaoka asked for better outreach to residents regarding improvement of the downtown area. She gave suggestions on how to improve downtown.

Colleen Wallau spoke about need for more businesses downtown to create revenues for the City.

Jessica Carrasco spoke about the importance of supporting art in the downtown area. She asked for more funding for Parks & Community Services.

Vanessa Quiroz-Carter asked for increased funding for Parks & Community Services and gave suggestions on how to improve the downtown area.

# 10.b <u>ACCEPTING RESULTS OF FINANCIAL ANALYSIS & UTILITY RATES</u> <u>RECOMMENDATIONS THEREOF & FIXING TIME FOR PUBLIC HEARING FOR MAY 25,</u> 2021

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

# 2) City Council Clarifying & Technical Questions

Assistant Public Works & Utilities Director Di Renzo answered questions from Member Montesino regarding adverse effects not increasing utility rates would have on City infrastructure.

In answering Mayor Pro Tempore Parker, Assistant Public Works & Utilities Director Di Renzo spoke about risks in not maintaining infrastructure for utilities and potential for unsafe conditions and litigation.

City Manager Huffaker and Public Works & Utilities Director Palmisano answered questions from Member García regarding the stimulus package that would provide funding for cities and the ability to use for utility infrastructure and efforts by the City to ensure utilities were available to residents despite financial challenges.

In answering Member González, Public Works & Utilities Director Palmisano stated those opposing rate increases should mail a signed letter, per Proposition 218. City Manager Huffaker and City Attorney Smith answered questions from Member González regarding inability for the general fund to offset needs stemming from utility infrastructure needs.

In answering Member Montesino, Assistant Public Works & Utilities Director Di Renzo spoke about utility rates charged to customers outside of City limits.

Public Works & Utilities Director Palmisano and Assistant Public Works & Utilities Director Di Renzo answered questions from Member Hurst regarding rate differences between those receiving services within City limits and those outside City limits. Assistant Public Works & Utilities Director Di Renzo listed the challenges in assessing rate increases while delivering on needed improvements with the staffing available.

In answering Mayor Dutra, Public Works & Utilities Director Palmisano spoke about the process outlined in Proposition 218 for utility rate increases and lack of opposition over previous rate increases.

# 3) Public Input

Assistant Public Works & Utilities Director Di Renzo answered questions from Colleen Wallau regarding rate increases approved in the past.

Eli asked that the presentation be made available to the public.

Maceo Hastings Porro, Regeneración Pájaro Valley Climate Action, asked for a more equitable method for increasing rates based on equity.

**1st MOTION (Failed):** It was moved by Member Montesino, seconded by Member Hurst to amend the proposed resolution to increase rates for wastewater by 8.5% instead of

7.5%, increase cost for water services by 2% instead of 1%, and increase solid waste rates by 8.5% instead of 7.5% for the first three (3) years and 5% for the following two (2) years.

# 5) City Council Deliberation on Motion

Member Hurst listed reasons costs for utilities were high and why it was important to increase rates further.

Members García and González stated they would support staff recommendation, but asked that further adjustments of rates be postponed until the City received stimulus funding that could help repair infrastructure.

Member Estrada stated the public would not support rate increases higher than those proposed by staff.

1<sup>st</sup> **MOTION:** The above motion failed by the following vote:

AYES: MEMBERS: Hurst, Montesino, Parker

NOES: MEMBERS: Estrada, García, González, Dutra

ABSENT: MEMBERS: None

**2<sup>nd</sup> MOTION:** It was moved by Member González, seconded by Member García to approve the resolution listed below.

**MOTION TO AMEND 2**<sup>nd</sup> **Motion (Failed)**: It was moved by Member Montesino, seconded by Member Hurst and failed by the following vote to amend the previous motion by setting rate increases for solid waste by 7.5% for the duration of the proposed rate increase period instead of 7.5% the first three (3) years and 5% the following two (2) years.

AYES: MEMBERS: Estrada, García, González, Hurst, Montesino, Parker

NOES: MEMBERS: Estrada, García, González, Dutra

ABSENT: MEMBERS: None

2<sup>nd</sup> MOTION: The 2nd motion to approve staff recommendation carried by the following

vote:

AYES: MEMBERS: Estrada, Hurst, García, González, Montesino,

Parker, Dutra

NOES: MEMBERS: None ABSENT: MEMBERS: None

## 6) RESOLUTION NO. 72-21 (CM):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING THE RESULTS OF THE FINANCIAL ANALYSIS AND UTILITY RATE RECOMMENDATIONS, DIRECTING STAFF TO PROVIDE PUBLIC NOTIFICATION OF THE PROPOSED UTILITY RATES, AND DIRECTING THE CITY CLERK TO GIVE NOTICE THEREOF AND FIXING THE TIME FOR PUBLIC HEARING FOR MAY 25, 2021, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54354.5 AND CALIFORNIA CONSTITUTION ARTICLE 13D SECTION 6

# 11. EMERGENCY ITEMS ADDED TO AGENDA

# 12. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

13.	ADJOURNMENT The meeting adjourned at 10:32 p.m.
Jimmy	Dutra, Mayor
ATTE	ST:
Beatri	z Vázquez Flores, City Clerk

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# **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO

DANIELLE GREEN, PRINCIPAL ENGINEER

SUBJECT: CORRALITOS SAND FILTER ROOF REPLACEMENT PROJECT

WA-20-14348 CONTRACT CHANGE ORDER IN THE AMOUNT OF

\$238,383 TO ADD SEDIMENTATION BASIN ROOF

# STATEMENT OF ISSUES:

The sedimentation basin structure adjacent to the Corralitos Sand Filter structure roof can be added to the scope of the project utilizing sustainably salvaged existing redwood from the sand filter roof demolition, thereby saving the City future costs.

# **RECOMMENDED ACTION:**

It is recommended that City Council execute Contract Change Order Number 1 in the amount of \$238,383 with Top Line Engineers, Inc. to add the sedimentation basin roof replacement to the scope of the Corralitos Sand Filter Roof Replacement Project (WA-20-14348).

# **DISCUSSION:**

The City owns and operates the Water Filtration Plant located on Eureka Canyon Road in Corralitos. The concrete sand filtration plant was constructed in 1930, and the wood plank roof was last replaced 34 years ago. The roof is splintering, cracking, and warped and has reached the end of its useful life.

The contract to replace the Sand Filter roof (Project WA-20-14348) was awarded to the lowest, responsive bidder, Top Line Engineers, Inc. in the amount of \$611,500. The adjacent sedimentation basin roof replacement was included as a bid add alternate in the contract documents, but was not awarded with the base bid due to budgetary considerations.

As the contractor has completed the demolition of the existing sand filter structure roof, it was determined that a sufficient quantity of existing lumber from the sand filter structure is in good, salvageable condition which could be utilized to save costs on the sedimentation basin roof replacement bid alternate. Staff asked the contractor to prepare a cost proposal to utilize the existing redwood from the sand filter roof demolition to replace the existing roof joists at the sedimentation basin in combination with purchasing and installing new redwood decking material. The cost proposal for this work is \$238,383, which is \$81,000 less than the \$319,950 cost in the bid alternate for purchasing and installing all new redwood materials.

This change order will reduce sedimentation basin roof replacement costs, eliminates the need for a future sedimentation basin roof replacement project in a few years, and sustainably utilizes the existing redwood material that otherwise would be disposed of.

It is recommended that Council execute the proposed Contract Change Order No 1 with Top Line Engineers, Inc. in the amount of \$238,383 to add the sedimentation basin roof replacement to the scope of the Sand Filter Roof Replacement, Project WA-20-14348.

# STRATEGIC PLAN:

The scope that will be added via this change order is consistent with Goal 3: Infrastructure and Environment, Long-Range Capital Improvement Plan focus to replace aging facilities.

# **FINANCIAL IMPACT:**

This change order can be funded by transferring \$238,383 from Budget Item 720-913-7855-14826 to Budget Item 720-913-7813-14348.

# **ALTERNATIVE ACTION:**

Council could elect not to execute this Change Order. This would require a separate sedimentation basin roof replacement project to be undertaken in a few years. However, this would result in the sustainable salvaged lumber materials being unavailable for use to lower the project cost, making a future sedimentation basin roof replacement project at least \$81,000 more expensive than the proposed change order amount.

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 NUMBER 1 WITH TOP LINE ENGINEERS, INC., A CORPORATION, FOR THE CORRALITOS SAND FILTER STRUCTURE ROOF REPLACEMENT PROJECT, NO. WA-20-14348; ADDING TO THE SCOPE OF WORK, IN AN AMOUNT NOT TO EXCEED \$238,383; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

# Amends Resolution No. 209-20 (CM)

WHEREAS, on or about December 8, 2020, the City awarded bid of \$611,500 to Top Line Engineers, Inc., a corporation, [Contractor's License #1000389] for the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348; and

WHEREAS, Change Order Number 1 is for the cost to salvage the existing sand filter roof joists in good condition, prepare and install the roof joists over the sedimentation basin, and install new wood planking on the sedimentation basin roof; and

WHEREAS, Contract Change Order Number 1 increases contract amount by \$238,383.00 (from contract amount prior to this change order of \$611,500.00 to \$849,883.00).

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

1. That Contract Change Order Number 1 with Top Line Engineers, Inc., a corporation, for the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348, increasing the scope of work in an amount not to exceed \$238,383, a copy of which Change Order is attached hereto and incorporated herein by this reference, is hereby approved.

Reso No. \_\_\_\_ (CM)

That the City Manager be and is hereby authorized and directed to execute
 Contract Change Order Number 1 on behalf of the City of Watsonville.

# **CITY OF WATSONVILLE Public Works and Utilities Department**

CONTRACT CI	HANGE ORDER No.	1		Contract No. 1	907
Project Name:	Corrlitos Sand Filter	r Structure Roof R	Replacement	City Project No. <u>v</u>	/A-20-14348
Contractor:	Top Line Engineers,	, Inc.			
Description of	Work:				
similar age and included as a bi awarded due to determined that sedimentation befor the cost to s	cion basin structure is in condition as the sand id add alternate for con available budget. Whill that a sufficient quantity of pasin, thereby saving sinal alvage the existing sand	filter structure. This implete replacement le demolishing the foliation of joists in good condignificant costs from the filter joists in good filter joist	s sedimentation ba tof existing joists a existing roof joists dition could be salv in the bid add alteriod condition, prepa	sin roof replacement wand wood planking, but on the sand filter struction aged and utilized for the change and install the joists	/as was not ture, it was ne ge order is
	ŕ		ge Order No. 1	\$238,383.00	
This change ord	By reason of this order to der constitutes full and all indirect costs and tin	complete compens	sation for all labor, lired to perform the	equipment, materials, e above described cha	
This change ord profit, any and a work shall be co	der constitutes full and all indirect costs and tin	complete compens	sation for all labor, lired to perform the e provisions of the	equipment, materials, e above described cha	-
This change ord	der constitutes full and all indirect costs and tin	complete compens ne adjustment requ e with the applicabl	sation for all labor, lired to perform the e provisions of the	equipment, materials, e above described cha Contract Documents.	-
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This change ord profit, any and a work shall be contact the contact that t	der constitutes full and all indirect costs and tinompleted in accordance contractor:	complete compensine adjustment request with the applicable.  Top Line Enginee	pation for all labor, lired to perform the e provisions of the ers, Inc.	equipment, materials, e above described cha Contract Documents.  Date	nge. All

The Original Contract Sum: \$611,500.00 Net Change by Previously Authorized Change Orders \$0.00 The Contract Sum Prior to this Change Order: \$611,500.00 **Amount of this Change Order:** \$238,383.00 The New Contract Sum Including this Change Order: \$849,883.00

39%

**Cumulative Change Order Percentage Increase** 

Top Line Engineers, Inc.



Top Line Engineers, Inc.
Printed: Jan 26, 2021

23146 Clawiter Road, Hayward, CA 94545

Fax: 510 940 8623 Phone: 510-940 8614

# **Change Order**

Owner InfoJob InfoChange Order IDCity of Watsonville<br/>Corralitos, CaCorralitos, Caproposed CH O#1

# Corralito's sand filters roof replacement

CO ID	Created / Approved Date	Price
proposed CH O#1	Created: Jan 26, 2021 Pending	\$216,950.00

Description	
Sedimentation Basin structure	

Cost Code	Title	Description	Qty/Unit	Unit Cost	Price
Demolition	Sedimentation Basin structure Demolition	labor materials and equipment to demo the existing deking material and selected joist on bad conditions. including disposal	1.00 lumpsum	\$28,850.00	\$28,850.00
Demolition	Lumber selection	select and clean existing 2x8 from nails and damage to be reused	40.00 hours	\$95.00	\$3,800.00
wood framing	sedimentation Basin structure framing	labor materials and equipment to repair joist and install new 2x6 redwood deking	1.00	\$178,800.00	\$178,800.00
5500 Metal Fabrications	access doors	fabricate the access doors with 1/4 aluminum diamond plated matching the sand filters ones	10.00 each	\$550.00	\$5,500.00
					\$216,950.00

Status	Signature	Date
Approved by:		

# **Approval Comments**

**Please Note:** A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$216,950.00





# Hayward Lumber Co

www.HaywardLumber.com Hayward Redwood City 1775 East Bayshore Road Redwood City, CA 94063

(650) 366-3732

3700761 002 Bill TOP LINE ENGINEERS, INC. Ship **CORRALITOS SAND FILTER** To 23144 CLAWITER RD To **EUREKA CANYON RD** HAYWARD, CA 94545 APN: WA-20-14348 **CORRALITOS, CA 95076** Instructions Placed by **EVERARDO GUTIERRE** Customer PO 356099 Taken By dav Sales in dav Sales out DAV

Order#		37257442-00
Page #		1
Ship Point		Hayward Redwood City
V	ia	
Terms		AR Net 10th
D	Entered	03/05/21
A	Promised	03/25/21
A T	Picked	
r E S	Shipped	
	Invoiced	
3	Printed	03/05/21 08:09

	Product		Quantity	Qty	Footage or	Unit	Price	Amount
Ln#	Description		Ordered	UM	Quantity	Price	UM	(Net)
1	ZL-2x8xmemo RWD CON HRT A/D S4S		3400	LF	4533.32	3695.00	MBF	16746.48
	ZL-37257442-001							
	Tally: 100/16 100/18							

4533.32 1 Lines Total Subtotal 16746.48

> **CA Lbr Fee** 167.46 Taxes 1423.45 18337.39 Invoice Total

\$300 Delivery + 15% Contractor Mark Up on Total: \$21,433.00

WARNING: Drilling, sawing, sanding or machining wood product can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more agreementations are www.Prop65Warnings.ca.gov/wood



# **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO

**MURRAY FONTES, PRINCIPAL ENGINEER** 

SUBJECT: CONTRACT AMENDMENT #4 WITH RINCON CONSULTANTS, INC.

FOR ASSISTANCE WITH PERMITTING FOR THE RAIL TRAIL

PROJECT IN THE AMOUNT OF \$12,992

# STATEMENT OF ISSUES:

Planning analysis is required for the rail crossing permit applications being prepared and submitted to the California Public Utility Commission for the City's Rail Trail project.

# **RECOMMENDED ACTION:**

It is recommended that the City Council adopt a resolution approving Contract Amendment #4 for assistance with permitting for the Rail Trail Project with Rincon Consultants, Inc. for a not to exceed amount of \$12,992.

# **DISCUSSION:**

On January 24, 2017, Council approved Resolution No. 9-17 (CM) and an agreement with Rincon Consultants, Inc. to provide preconstruction compliance services for construction of the portion of the Rail Trail that is from Ohlone Parkway to the Watsonville Slough Trail trailhead in a not to exceed amount of \$110,904. Three subsequent Contract Amendments increased the total contract amount to \$228,635.00.

Staff is working on plans and permits for the next phases of the Rail Trail project with Phase 2 from Lee Road to Ohlone Parkway and Phase 3 from the Watsonville Slough Trail trailhead to Walker Street. The design consultant for these phases is Harris and Associates, Inc. and they are also helping the City to secure permits from the California Public Utilities Commission (CPUC) to allow the trail to cross the railroad tracks at two new locations. Each permit requires that the City provide an analysis that demonstrates that the project is consistent with the CPUC Environmental and Social Justice Action Plan. Harris asked Rincon Consultants, Inc. to do the analysis because they did environmental work on this project previously. Since Rincon is currently under contract with the City for other environmental work on this project, staff is proposing to amend the current agreement to include this work.

After the CPUC receives and accepts all of the required documentation, they may take up to 18 months to review and approve the permit. City staff plans to construct Phase 2 in 2023. The schedule for Phase 3 is unknown as property needs to be acquired and the owner has postponed discussions because of the pandemic.

The cost of this work will be paid for by a transfer of funds from the Measure D Trail Maintenance Account Number 0312-927-7837-14321.

# STRATEGIC PLAN:

The project is consistent with the following Strategic Plan goal: 03 – Infrastructure & Environment

# FINANCIAL IMPACT:

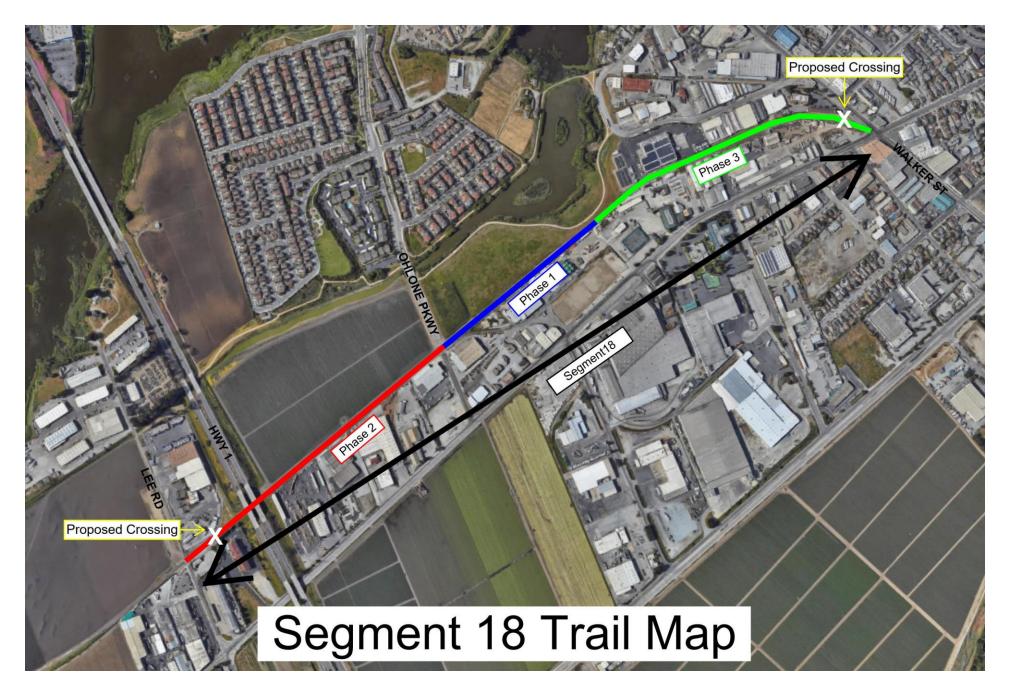
The cost of the amendment will be \$12,992. It will be paid with funds transferred from the Measure D Trail Maintenance Account, Number 0312-972-7837-14321 to Project Account Number 0312-972-7837-14309.

# **ALTERNATIVE ACTION:**

No reasonable alternatives are known at this time.

# ATTACHMENTS AND/OR REFERENCES (If any):

1) Segment 18 Trail Map



# RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FOURTH AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND RINCON CONSULTANTS, INC., A CORPORATION, FOR ASSISTANCE WITH PERMITTING FOR THE RAIL TRAIL LEE ROAD PROJECT, IN AN AMOUNT NOT TO EXCEED \$12,992; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

Amends Resolution No.'s 9-17 (CM), 162-19 (CM) and 42-20 (CM)

WHEREAS, on or about January 24, 2017, the Council approved Resolution No. 9-17 (CM) approving an agreement between the City and Rincon Consultants, Inc., to provide preconstruction compliance services for the Rail Trail Lee Road project; and

WHEREAS, on or about October 11, 2018, the City approved a First Amendment to Consultant Services Contract extending the term of the contract from June 30, 2018, to June 30, 2020, and to update the fee schedule; there was no change in the amount of the contract, nor any funds added; and

WHEREAS, on or about October 22, 2019, the City Council adopted Resolution No. 162-19 (CM) approving Second Amendment to Consultant Services Contract increasing the contract amount to \$138,738 to pay for additional services needed to obtain Santa Cruz County Health Services Agency approval of the plan for identifying and handling possible hazardous materials within project soils; and

WHEREAS, on or about April 14, 2020, the City Council adopted Resolution 42-20 (CM) approving Third Amendment to Consultant Services Contract increasing the contract amount to \$89,897 for sampling soils for hazardous materials, preparing a site assessment of the condition of the existing soils, preparing a remediation plan for the project site and

Reso No. \_\_\_\_ (CM)
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Project.docx
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1

assisting to secure the appropriate permits from the Santa Cruz County Health Services

Agency; and

WHEREAS, this Fourth Amendment is an additive change order for work not

requested before, to wit, to provide an analysis that demonstrates that the project is

consistent with the California Public Utilities Commission (CPUC) Environmental and

Social Justice Action Plan, extends the term of the contract to June 30, 2022, and

increases the contract amount by \$12,992 (from contract amount prior to this amendment

of \$228,635 to \$241,627).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Fourth Amendment to Contract for Consultant Services between

the City of Watsonville and Rincon Consultants, Inc., a corporation, in an amount not to

exceed \$12,992, for assistance with permitting for the Rail Trail Lee Road project, a copy

of which Fourth Amendment is attached hereto and incorporated herein by this reference,

is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute

said Fourth Amendment for and on behalf of the City of Watsonville.

\*\*\*\*\*\*\*\*\*\*\*

Reso No. \_\_\_\_\_(CM) C:\Program Files\eSCRIBE\TEMP\20241521129\20241521129,,,Resolution - Contract Amendment for Rail Trail Lee Rd

2

# FOURTH AMENDMENT TO CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF WATSONVILLE AND RINCON CONSULTANTS, INC.

THIS FOURTH AMENDMENT TO CONTRACT for consultant services is entered into by and between the City of Watsonville ("City") and RINCON CONSULTANTS, INC. ("Consultant") on \_\_\_\_\_\_\_. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract to provide Preconstruction Compliance Services for the Rail Trail project, dated January 25, 2017 and the work was amended through a First Amendment, dated October 11, 2018, a Second Amendment, dated September 16, 2019 and a Third Amendment, dated April 15, 2020;

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:

Exhibit "A" "Scope of Services" is hereby amended to read:

Add tasks as described on attached "Exhibit 1."

Provide additional Services as requested in writing and approved by the City.

Section 3 is hereby amended to add the following:

Schedule of Performance. Term of contract shall be extended to June 30, 2022"

Section 4 is hereby amended to read:

Total Compensation. The total obligation of the City under this Contract is increased in a not-to-exceed amount of Twelve Thousand, Nine Hundred Ninety-Two Dollars and No Cents, (\$12,992.00) for a total obligation of \$241,627.00 as described below:

Current Contract Amount	\$228,635.00
Exhibit "1"	\$10,827.00
Additional Services, cost not-to-exceed	<u>\$2,165.00</u>
Total obligation under this Contract	\$241,627.00

All other terms and conditions of the Contract dated January 25, 2017, as amended, shall remain in full force and effect.

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

CITY OF WATSONVILLE	RINCON CONSULTANTS, INC.
Bv	By Stephen Swete, Executive Vice President
By Matthew D. Huffaker, City Manager	Stephen Svete, Executive Vice President
ATTEST:	
By Beatriz Vázquez Flores, City Clerk	
APPROVED AS TO FORM:	
By Alan J. Smith, City Attorney	



Murray Fontes <murray.fontes@cityofwatsonville.org>

# Rail Trail Lee Road - Scope and Cost for CPUC Environmental & Social Justice Analysis

1 message

Megan Jones <mjones@rinconconsultants.com>

Tue, Jan 12, 2021 at 3:17 PM

To: "Murray Fontes (murray.fontes@cityofwatsonville.org)" <murray.fontes@cityofwatsonville.org> Cc: David Daitch <ddaitch@rinconconsultants.com>, "Mike Sherrod (mssherrod@rrmdesign.com)" <mssherrod@rrmdesign.com>

Hi Murray,

I hope this email finds you well. As you are aware, we have been coordinating with RRM regarding the need for a new Environmental & Social Justice analysis for both of the rail crossings along the Rail Trail Lee Road alignment. Mike Sherrod just indicated that you would prefer to process this as an amendment to our current contract for the preconstruction work.

Below is our scope and cost estimate for the purpose of this assignment:

- We will complete two Environmental & Social Justice analyses, one for each of the Rail Trail Lee Road segment's
  rail crossings, for consistency with the CPUC Environmental and Social Justice Action Plan; the analyses will be
  presented in a brief letter report or memorandum
- The analyses will rely on readily available information and responses to an information request to be provided to RRM and the City of Watsonville
- We will submit the first analysis by Friday, January 15, assuming we receive an email notice to proceed today, and timely response to our information request; the second analysis will rely heavily on the first, allowing for an overall project efficiency
- The cost to complete this analysis is \$10,827

Given the quick turnaround for the first analysis, we would appreciate an email notice to proceed by the end of the day today. Please let me know if you have questions, or if you need any additional information to formalize this amendment.

Regards,

### Megan Jones, Principal

Rincon Consultants, Inc.

Environmental Scientists | Planners | Engineers

831-915-9757 Mobile

831-920-5424 Direct

rinconconsultants.com

Ranked 2019 "Hot Firm" and "Best Firm to Work For" by Zweig Group

A Please consider the environment before printing this email.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

uns cer	unicate does not conten in	giils to the certificate floider if	ii iieu oi su	ch endorsement(s).		
	Lockton Insurance Broker 777 S. Figueroa Street, 52 CA License #0F15767	,		CONTACT NAME:  PHONE (A/C, No, Ext):  E-MAIL ADDRESS:		
	Los Angeles CA 90017 (213) 689-0065			INSURER(S) AFFORDING COVERAGE	NAIC #	
	(215) 005 0005			INSURER A: Crum & Forster Specialty Insurance Co	44520	
insured 1462718	Rincon Consultants, Inc. 180 N. Ashwood Ave. Ventura CA 93003			INSURER B: Hartford Fire Insurance Company	19682	
				INSURER C: Starstone National Insurance Company	25496	
				INSURER D:		
				INSURER E:		
				INSURER F:		
COVERA	GES RINCOOL	CERTIFICATE NUMBER:	16050579	PEVISION NUMBER	VVVVVVV	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

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

	(CLUSIONS AND CONDITIONS OF SUCH		-				
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	EPK-133853	2/1/2021	2/1/2023	EACH OCCURRENCE \$ 3,000,000  DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	X SIR: \$50,000						MED EXP (Any one person) \$ 10,000
	X P&I						PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	Y	Y	72UENOL5481	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
							\$ XXXXXXX
Α	UMBRELLA LIAB X OCCUR	N	N	EFX-116867	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED X RETENTION \$ 10,000						\$ XXXXXXX
С	WORKERS COMPENSATION		Y	T10210329	2/1/2021	2/1/2022	X PER OTH- STATUTE ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)	, ,					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O LiabClaims Made	N	N	EPK-133853	2/1/2021	2/1/2023	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability: Carrier: HDI Specialty Insurance Company, Policy No. Renewal Policy #: SCTRD2590380000, Policy Term: 2/1/2021-2/1/2022, Limit: \$5,000,000 SIR: \$10,000

CERTIFICATE HOLDER	CANCELLATION See Attachments
16059578 City of Watsonville City Clerk 275 Main Street, Suite 400 Watsonville CA 95076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
watsonvine CA 33070	AUTHORIZED REPRESENTATIVE

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The City of Watsonville, its appointed and elected officials and employees are Additional Insureds for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form. DocuSign Envelope ID: 15CA4A1B-784C-4C49-A975-372948E10C59

Attachment Code: D563840 Certificate ID: 16059578

Policy Number: EPK-133853

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with	Blanket when specifically required in a
the named insured.	written contract with the named insured.
Information required to complete this Schedule, if not shown a	above, will be shown in the Declarations.

- A. Section III Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EN0321-0211 Page 1 of 1

DocuSign Envelope ID: 15CA4A1B-784C-4C49-A975-372948E10C59

Attachment Code: D563841 Certificate ID: 16059578

Policy Number: EPK-133853

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SCHEDULE**

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above,	will be shown in the Declarations.

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EN0320-0211 Page 1 of 1

DocuSign Envelope ID: 15CA4A1B-784C-4C49-A975-372948E10C59 Attachment Code: D563842 Certificate ID: 16059578

Policy Number: EPK-133853

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART ERRORS AND OMISSIONS LIABILITY COVERAGE PART

## **SCHEDULE**

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- **A. SECTION III WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
  - Coverage available under this coverage part shall apply as primary insurance. Any other insurance available
    to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by
    this endorsement.
  - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  - 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EN0147-1111 Page 1 of 1

Attachment Code: D563844 Certificate ID: 16059578

Policy Number: 72UENOL5481 Policy Term: 2/1/2021 to 2/1/2023

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

## A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture.
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

## B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**COMMERCIAL AUTOMOBILE** 

HA 99 16 03 12

#### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. WHO IS AN INSURED of Section II Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

## (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

## E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

### 2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

## 4. HIRED AUTO PHYSICAL DAMAGE

#### **COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

# 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

## 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

# 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

 a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above: or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b.Section III Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c.For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

# 9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

# 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

# 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

## 14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### 15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

# 18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

DocuSign Envelope ID: 15CA4A1B-784C-4C49-A975-372948E10C59 Attachment Code: D563844 Certificate ID: 16059578

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Missouri Special Note: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

#### Per Policy Minimum Waiver Premium by State:

AL, AR, CA, CO, CT, DC, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, MS, MT, NV, NM, OH, OK, OR, PA, RI, SC, SD, UT, VT, WA,

\$500: WV

\$250: AK, DE, LA, NY, TN, VA

\$100: NC (per waiver)

\$50: W

N/A: AZ, FL, GA, KY, MA, MO, NE, NH, NJ, TX

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

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

Endorsement Effective 2/1/2021 Policy No. T10210329 Endorsement No. 10
Insured Rincon Consultants, Inc. Policy Effective Date 2/1/2021

Insurance Company StarStone National Insurance Company

Countersigned By

**WC 00 03 13** (Ed. 4-84)

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## **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB

BEN HEISTEIN, ASSISTANT PARKS & COMMUNITY SERVICES

**DIRECTOR** 

SUBJECT: DIRECTING FILING OF THE 2021-22 ANNUAL ENGINEER'S

REPORT FOR GONZALES STREET ALLEY LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT PK-94-1

## STATEMENT OF ISSUES:

This resolution is a procedural one that directs staff and the Assistant Public Works & Utilities Director, as the Engineer, to prepare the necessary reports, including the program budget and the assessment schedule, for City Council consideration. This report should appear on the April 13<sup>th</sup>, 2021 City Council meeting agenda.

## **RECOMMENDED ACTION:**

Staff recommends the City Council adopt the Resolution Directing the Filing of the Annual Engineer's Report for Assessment District PK-94-1.

## **DISCUSSION:**

The 1972 Landscaping and Lighting Act requires the filing of various procedural resolutions. This resolution directing the filing of the engineer's report triggers the development of the 2021/2022 program and budget. Under Proposition 218, the Gonzales Street Alleyway Assessment District meets the test of "special benefit" and is exempt from any mail ballot process.

The City Council may recall that the Gonzales Street Alleyway District was established in order to assist the residents bordering the alleyway to cooperatively maintain this parcel that is now owned by the City. The annual cost to maintain the parcel is estimated at \$640 and is spread among 17 parcels.

## STRATEGIC PLAN:

The Assessment District addresses the City Council's Strategic Goal 03-Infrastructure & Environment by working to maintain our built infrastructure and preserve our natural environment through careful planning, preservation and maintenance for current residents and future generations.

## **FINANCIAL IMPACT:**

The preparation of the Engineer's Report will be accomplished by City Staff at no cost to the District. The total assessment to be collected for 2021-22 will be determined upon preparation of the Engineer's Report.

## **ALTERNATIVE ACTION:**

None. This resolution is procedural and does not obligate the City Council

## ATTACHMENTS AND/OR REFERENCES (If any):

None.

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DIRECTING THE FILING OF THE 2021-2022 ANNUAL ENGINEER'S REPORT FOR THE GONZALES STREET ALLEYWAY LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-94-1 (LLMAD)

## Assessment District No. PK-94-1

(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the Gonzales Street Alleyway Landscaping and Lighting Maintenance Assessment District was formed pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, on October 11, 1994, the City Council adopted Resolution No. 297-94 (CM), a Resolution of Intention to Order Improvements, Levy and Collect Assessments for the *Gonzales Street Alleyway Landscaping and Lighting Assessment District* No. PK-94-1; and

WHEREAS, Resolution No. 297-94 (CM) described the improvements as follows: the installation, servicing, and/or maintenance; of public lighting, landscaping, park and recreational improvements within the Assessment District; and

WHEREAS, on November 29, 1994, the City Council adopted Resolution No. 352-94 (CM) ordering the maintenance of improvements and confirming the first annual Engineer's Report (including the diagram and assessment) and levying the assessment; and

WHEREAS, the current plans and specifications call for annual maintenance: a) routine plant care and mowing, and b) alleyway maintenance; and

Reso No. \_\_\_\_ (CM

WHEREAS, Streets and Highways Code Section 22621 requires proceedings to

be taken for any fiscal year during which an assessment is to be levied and collected

within an existing assessment district; and

WHEREAS, it is anticipated that an assessment will be levied and collected within

this Assessment District during fiscal year 2021-2022 in an estimated amount to be

determined upon preparation of the Engineer's Report; and

WHEREAS, this Resolution is adopted pursuant to Section 22622 of the California

Streets and Highways Code; and

WHEREAS, there are no new improvements and no substantial changes in

existing improvements proposed for said Assessment District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the Engineer is hereby ordered to prepare and to file the 2021-2022 annual

report with the City Clerk for the Gonzales Street Alleyway Landscaping and Lighting

Maintenance Assessment District PK-94-1 in accordance with Article 4 (commencing

with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 of the

Street and Highways Code.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Reso No. \_\_\_\_\_ (CM

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## **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB

BEN HEISTEIN, ASSISTANT PARKS & COMMUNITY SERVICES

**DIRECTOR** 

SUBJECT: DIRECTING FILING OF THE 2021-22 ANNUAL ENGINEER'S

REPORT FOR BAY BREEZE LANDSCAPE & LIGHTING MAINTENANCE ASSESSMENT DISTRICT PK-03-02

## STATEMENT OF ISSUES:

This resolution is required to direct staff and the Assistant Public Works & Utilities Director, as the Engineer, to prepare the necessary reports, including the program budget and the assessment schedule, for City Council consideration. The engineer's report should appear for approval on the April 13<sup>th</sup>, 2021 City Council meeting agenda.

## **RECOMMENDED ACTION:**

Staff recommends the City Council adopt the Resolution Directing the Filing of the Annual Engineer's Report for Assessment District PK-03-02.

## **DISCUSSION:**

The 1972 Landscaping and Lighting Act requires various resolutions to provide notice to those affected. This resolution directing the filing of the engineer's report triggers the development of the 2021/2022 program and budget.

The Bay Breeze Subdivision is located at the southwest corner of Ohlone Parkway and Harkins Slough Road. The improvements include maintenance of landscaping, lighting, street trees, perimeter fencing, a pedestrian path, detention basins and a sewer pump station. The project's developer, Western Pacific Housing, proposed that the operation, maintenance, repair and replacement of these items be funded through the formation of a LLMAD as provided in the Project's Tentative Map Condition No. 17.

The City accepted the public improvements at the City Council meeting of March 22, 2005, (Resolution No. 60-05 (CM)). City staff now maintains the above-listed improvements.

## STRATEGIC PLAN:

The Assessment District addresses the City Council's Strategic Goal 03-Infrastructure & Environment by working to maintain our built infrastructure and preserve our natural

environment through careful planning, preservation and maintenance for current residents and future generations.

## **FINANCIAL IMPACT:**

The preparation of the Engineer's Report will be accomplished by City Staff at no cost to the District. The total assessment to be collected for 2021-22 will be determined upon preparation of the Engineer's Report.

## **ALTERNATIVE ACTION:**

None. This resolution is procedural and does not obligate the City Council

## ATTACHMENTS AND/OR REFERENCES (If any):

None.

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DIRECTING THE FILING OF THE 2021-2022 ANNUAL ENGINEER'S REPORT FOR THE BAY BREEZE SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-02 (LLMAD)

## **Assessment District No. PK-03-02**

(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the Bay Breeze Subdivision Landscaping and Lighting Maintenance Assessment District was formed pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, on March 25, 2003, the City Council adopted Resolution No. 73-03 (CM), a Resolution of Intention to Order Improvements, Levy and Collect Assessments for the Bay Breeze Subdivision; and

**WHEREAS**, the improvements to be made in this assessment district are generally described as follows:

- (a) Operate, maintain, repair, and replace the interior streetlights within the Subdivision.
  - (b) Maintain and replace the street trees within the District.
- (c) Operate, maintain, repair, and replace the detention basins and detention basin access roads within the District.
- (d) Operate, maintain, repair, and replace the perimeter fencing within the District on its exterior boundaries.
- (e) Maintain and replace the plantings done as a part of the wetland mitigation plan.

(f) Maintain the Environmental Management Open Space parcel to be created inside the District.

(g) Maintain, repair, and replace the pedestrian path within the slough area

outside adjacent to the District.

(h) Maintain, repair, and replace the landscaping within the public lands

[abutting] and within the District, including the Ohlone Parkway medians.

(i) Operate, maintain, repair, and replace the sewer pump station within the

District.

(i) Maintain the graffiti coatings on walls within the District and with public

exposure.

(k) Administrative services to operate the District; and

WHEREAS, on June 10, 2003, the City Council adopted Resolution No. 150-03

(CM) ordering the maintenance of improvements and confirming the first annual

Engineers Report (including the diagram and assessment) and levying the assessment;

and

WHEREAS, Streets and Highways Code Section 22621 requires proceedings to

be taken for any fiscal year during which an assessment is to be levied and collected

within an existing assessment district; and

WHEREAS, it is anticipated that an assessment will be levied and collected

within this Assessment District during fiscal year 2021-2022 in an estimated amount to

be determined upon preparation of the Engineer's Report; and

WHEREAS, this Resolution is adopted pursuant to Section 22622 of the

California Streets and Highways Code; and

Reso No. \_\_\_\_ (CM)

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WHEREAS, there are no new improvements and no substantial changes in existing improvements proposed for said Assessment District.

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

That the Engineer is hereby ordered to prepare and to file the 2021-2022 annual report with the City Clerk for the Bay Breeze Subdivision Landscaping and Lighting Maintenance District in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 of the Street and Highways Code.

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## **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB

BEN HEISTEIN, ASSISTANT PARKS & COMMUNITY SERVICES

**DIRECTOR** 

SUBJECT: DIRECTING FILING OF THE 2021-22 ANNUAL ENGINEER'S

REPORT FOR VISTA MONTAÑA LANDSCAPE & LIGHTING

**MAINTENANCE ASSESSMENT DISTRICT PK-03-02** 

## STATEMENT OF ISSUES:

This resolution directs staff and the Assistant Public Works & Utilities Director, as the Engineer, to prepare the necessary reports, including the program budget and the assessment schedule, for City Council consideration. This engineer's report should appear on the April 13<sup>th</sup>, 2021 City Council meeting agenda.

## **RECOMMENDED ACTION:**

Staff recommends the City Council adopt the Resolution Directing the Filing of the Annual Engineer's Report for Assessment District PK-03-03.

## **DISCUSSION:**

The 1972 Landscaping and Lighting Act requires the filing of various procedural resolutions. This resolution directing the filing of the engineer's report triggers the development of the 2021/2022 program and budget.

The Vista Montaña subdivision is located off of East Lake Avenue and adjacent to Ann Soldo Elementary School. The Vista Montaña Subdivision LLMAD is comprised of two Zones: A and B. Zone A benefits all parcels within the District which includes, for example, the street lighting installed along Highway 152, the landscape improvements along Highway 152 and the agricultural buffer area. Zone B benefits those parcels within the single-family residential area primarily and includes the maintenance of the "street end caps", the "park strips" and street lighting.

The subdivision's developer, the Clarum Corporation, proposed that the maintenance of these items be funded through a Landscaping and Lighting Assessment District and was required in Tentative Map Condition No. 74.

## STRATEGIC PLAN:

The Assessment District addresses the City Council's Strategic Goal 03-Infrastructure & Environment by working to maintain our built infrastructure and preserve our natural environment through careful planning, preservation and maintenance for current residents and future generations.

## **FINANCIAL IMPACT:**

The preparation of the Engineer's Report will be accomplished by City Staff at no cost to the District. The total assessment to be collected for 2021-22 will be determined upon preparation of the Engineer's Report.

## **ALTERNATIVE ACTION:**

None. This resolution is procedural and does not obligate the City Council

## ATTACHMENTS AND/OR REFERENCES (If any):

None.

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DIRECTING THE FILING OF THE 2021-2022 ANNUAL ENGINEER'S REPORT FOR THE VISTA MONTAÑA SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-03 (LLMAD)

## Assessment District No. PK-03-03

(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the Vista Montaña Subdivision Landscaping and Lighting Maintenance Assessment District was formed pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, on April 22, 2003, the City Council adopted Resolution No. 98-03 (CM), a Resolution of Intention to Order Improvements, Levy and Collect Assessments for the Vista Montaña Subdivision; and

**WHEREAS**, the improvements to be made in this assessment district are generally described as follows:

- (a) Operate, maintain, repair and replace the storm drain detention basins, drainage channels, drainage facilities and erosion control measures within the agricultural buffer area, including the proposed storm drain culvert crossing Highway 152 and the inlet structure on the west side of Highway 152.
- (b) Maintain, repair, and replace all facilities within the agricultural buffer area (except streets and utilities) including but not limited to landscaping, signage, perimeter walls, retaining walls, pedestrian paths and erosion control plantings within or adjacent to the detention basins and drainage swale.
- (c) Operate, maintain, repair, and replace and supply power to the street lighting within the District.

(d) Maintain, repair, and replace the landscape parkway strip and street trees within the District.

(e) Maintain, repair, and replace the landscaping and replace the perimeter

wall along Highway 152, which may or may not be within the District boundaries.

(f) Maintain, repair, and replace the pedestrian/bike path connecting

McKenzie Avenue and outside the subdivision.

Provide administrative services to operate the District; and (g)

WHEREAS, on June 10, 2003, the City Council adopted Resolution No. 149-03

(CM) ordering the maintenance of improvements and confirming the first annual

Engineers Report (including the diagram and assessment) and levying the assessment;

and

WHEREAS, Streets and Highways Code Section 22621 requires proceedings to

be taken for any fiscal year during which an assessment is to be levied and collected

within an existing assessment district; and

WHEREAS, it is anticipated that an assessment will be levied and collected

within this Assessment District during fiscal year 2021-2022 in an estimated amount to

be determined upon preparation of the Engineer's Report; and

WHEREAS, this Resolution is adopted pursuant to Section 22622 of the

California Streets and Highways Code; and

WHEREAS, there are no new improvements and no substantial changes in

existing improvements proposed for said Assessment District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

2

That the Engineer is hereby ordered to prepare and to file the 2021-2022 annual report with the City Clerk for the Vista Montaña Subdivision Landscaping and Lighting Maintenance District in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 of the Street and Highways Code.

\*\*\*\*\*\*\*\*\*\*\*



## Agenda Report

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: ASSISTANT CITY MANAGER VIDES

SUBJECT: RESOLUTION DECLARING THE PORTER BUILDING AS A

**SURPLUS PROPERTY** 

## STATEMENT OF ISSUES:

The City intends to sell City owned property located at 280 Main St. also known as the Porter Building. In order to do so, the City Council must declare the property as surplus land.

## **RECOMMENDED ACTION:**

Adopt a Resolution declaring the Porter Building (Portion of APN 017-182-16) as a surplus property.

## **DISCUSSION:**

**BACKGROUND** 

The Surplus Lands Act ("SLA") in state law (Government Code section 54221), which was recently amended, requires that before a local agency such as the City takes any action to dispose of (sell or lease) property, it must declare the property to be either "surplus land" or "exempt surplus land". Unless the surplus land is exempt, the agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development (HCD) of their interest in surplus property.

The notice of availability must be given prior to the agency "participating in negotiations to dispose of the property". An entity receiving notice from the agency has 60 days to notify the agency of its interest in purchasing the property, and the agency is required to negotiate in good faith for not less than 90 days with any entity that has responded. Notwithstanding the obligation to negotiate in good faith, the local agency is not required to sell or lease the property to the agency, or to do so for less than fair market value.

If an agency fails to provide the proper notices, there is a significant penalty that requires a local agency to forfeit 30% of the purchase/lease proceeds for the first violation and 50% for any subsequent violations. The SLA's definition of "exempt surplus property" includes: property that is less than 5000 square feet; property that is transferred to another local, state or federal agency for that agency's use; property exchanged for another property for that agency's use; property put out to competitive bid for 100% affordable housing units or for 300 (or more)

housing units, at least 25% of which must be affordable to lower income households; property that is subject to a valid legal restriction not imposed by the local agency that would prohibit housing (non-residential zoning is not a valid legal restriction); property that is too small for residential use; or is a former street or easement that is conveyed to an adjacent property owner; and property that is licensed or leased for one year or less.

The "Porter Building" meets the definition of "surplus" property because it is not necessary for the City's use and does not meet any of the exceptions cited in the SLA. Therefore, in order for the City to dispose of this property in compliance with state law the Council must declare it as surplus property and provide appropriate notice to HCD.

The property at issue is located at 280 Main Street and consists of approximately 12,000 sq. ft building (Portion of APN 017-182-16). The City recently received an offer to purchase the site to be used as an art gallery and artist studios.

This property meets the definition of "surplus" property because it is not necessary for the City's use as defined pursuant to the amended SLA. As the property is not "exempt" per the amended SLA, the City must first declare it surplus and provide the notices described above before engaging in negotiations with a potential buyer.

## STRATEGIC PLAN:

Adopting the resolution to declare the "Porter Building" as a surplus property supports Council Strategic Goal #4 by supporting the development of the downtown.

## FINANCIAL IMPACT:

Adopting this resolution has no financial impact to the City.

## **ALTERNATIVE ACTION:**

The Council may consider not adopting this resolution at this time.

## **ATTACHMENTS AND/OR REFERENCES (If any):**

None.

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DECLARING REAL PROPERTY OWNED BY THE CITY LOCATED AT 280 MAIN STREET, (PORTION OF APN: 017-182-16), WATSONVILLE, AS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS PURSUANT TO GOVERNMENT CODE SECTION 54221

WHEREAS, the City of Watsonville is the owner of certain real property located at 280 Main Street (portion of APN: 017-182-16), commonly known as the Porter Building, attached hereto as Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220 – 54233 ("Act"), surplus land is land owned by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

WHEREAS, the property is approximately 15,000 square feet in size, is currently vacant and is located at the Southwest corner of the Maple Street/Second Street and Main Street intersections, across the street from the Watsonville Civic Plaza Building and is not currently being used by the City; and

**WHEREAS,** City staff has determined that the Property is not suitable for the City's use; and

WHEREAS, the City Council desires to declare that the Property is surplus land and not necessary for the City's use; and

Reso No. \_\_\_\_\_ (CM

WHEREAS, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability of the Property to certain designated entities; and

**WHEREAS**, the accompanying staff report provides supporting information upon which declaration and findings set forth in this Resolution are based.

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

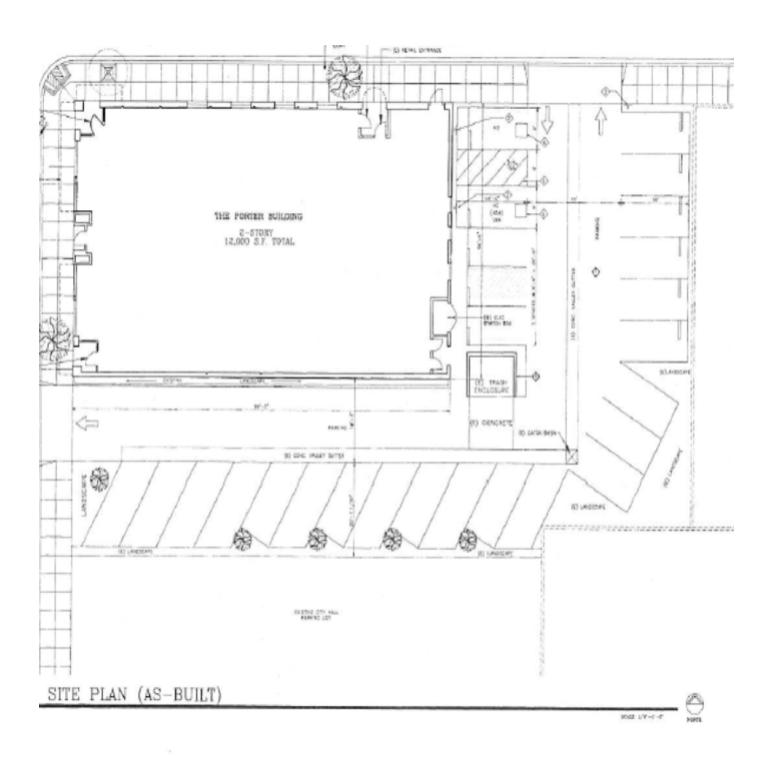
- 1. The City Council hereby finds and declares that the Property located at 280 Main Street (portion of APN: 017-182-16), is no longer necessary for the City's use and is therefore surplus land as defined in California Government Code section 54221.
- 2. The City Council hereby authorizes and directs the City Clerk to send a notice of availability, to the entities designated in Government Code Section 54222 ("Designated Entities") by electronic mail, or by certified mail.
- 3. Any proposed agreement for the sale of the Property shall be subject to the approval of the City Council.
- 4. The sale of the Property as surplus is exempt from environmental review under the California Environmental Quality Act (" CEQA") pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales). However, if development was proposed on the Property by a subsequent buyer, then that development would be reviewed under CEQA.
- 5. City staff is hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions

Reso No. \_\_\_\_ (CM)

include negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase or lease the Property in compliance with the Act.

\*\*\*\*\*\*\*\*\*\*\*\*

## **PREMISES**



## **Agenda Report**



MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: FIRE CHIEF LOPEZ

SUBJECT: DONATION AND TRANSFER OF TITLE OF THE 1928 SEAGRAVE

LADDER TRUCK TO WATSONVILLE FIREFIGHTERS INC

## STATEMENT OF ISSUES:

The City of Watsonville currently holds the title on the 1928 Seagrave Ladder Truck that is housed in the Watsonville Fire Department Chief Gene Friend Fire Museum at 105 Second Street. This truck is on display but not being fully maintained by Watsonville Firefighters, Inc. since they do not own the ladder truck.

## **RECOMMENDED ACTION:**

City Council approve by resolution, the donation and transfer of title of the 1928 Seagrave Ladder Truck to Watsonville Firefighter's, Inc. (WFF), a 501(c)(3) charitable non-profit corporation, with the requirement that the WFF provide an antique engine, without cost, to the City of Watsonville for various events as requested by the City of Watsonville Fire Chief or his/her designee.

## **DISCUSSION:**

The 1928 Seagrave ladder truck will continue to be on display at the Watsonville Fire Department Chief Gene Friend Fire Museum at 105 Second Street. This ladder truck served the City for 48 years and has been maintained by the members of Watsonville Firefighters Inc. The ladder truck is a part of the long and proud history of the Watsonville Fire Department. This ladder truck and other retired apparatus in the Gene Friend Museum have been used over the years in the 4<sup>th</sup> of July parade, Watsonville High School homecoming parade and other public events.



In accordance with City of Watsonville Municipal Code Section 3-5.600, *Disposition of surplus equipment and supplies*, the Purchasing Officer, Administrative Services Director approves of the requested disposition of this fire truck.

## STRATEGIC PLAN:

This item relates to Strategic Plan 05- Community Engagement & Well-Being. After 49 years of service, the 1928 Seagrave Ladder Truck is a part of Watsonville. Having this ladder truck in full working order and on display for past, present and future generations will bring continued pride in the rich history of Watsonville and provide for community engagement.

## FINANCIAL IMPACT:

There would be a reduction in the current financial impact. The City would reduce its liability by transferring the title to Watsonville Firefighters Inc.

## **ALTERNATIVE ACTION:**

Maintain ownership which would include maintenance costs to keep the ladder truck operational, insurance premiums and staffing for the pumper for special events.

## ATTACHMENTS AND/OR REFERENCES (If any):

None.

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DECLARING A 1928 SEAGRAVE LADDER TRUCK AS SURPLUS AND AUTHORIZING THE DONATION AND TRANSFER OF OWNERSHIP AND TITLE FROM THE CITY OF WATSONVILLE TO WATSONVILLE FIREFIGHTERS, INC.

WHEREAS, the City of Watsonville currently holds title on the 1928 Seagrave

Ladder Truck that is housed in the Watsonville Fire Department Chief Gene Friend Fire

Museum located at 105 Second Street; and

WHEREAS, § 3-5.600 (Disposition of Surplus Equipment and Supplies) of the Watsonville Municipal Code provides that the Purchasing Officer shall have the authority to dispose of all supplies and equipment which cannot be used by any City department or that have become unsuitable for City use and shall have the authority to exchange the same for, or trade in the same on, new supplies and equipment. Disposition of such surplus supplies and equipment shall be made in a commercially reasonable manner as approved by the Purchasing Officer using reasonable discretion. Surplus supplies and equipment may also be donated to non-profit, charitable or governmental agencies.

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

- 1. That the 1928 Seagrave fire ladder be and is hereby declared as surplus and the same is no longer needed for City purposes.
- 2. That the donation and transfer of ownership and title of the 1928 Seagrave Ladder Truck is hereby approved and is to be donated, "as is-where is," with no express or implied warranty to Watsonville Firefighters, Inc., to be displayed at the Watsonville Fire Department Chief Gene Friend Fire Museum.

- 3. That Watsonville Firefighters, Inc. will provide and install an antique engine for the 1928 Seagrave Ladder Truck without cost to the City of Watsonville.
- 4. That the 1928 Seagrave Ladder Truck will be used for special events as requested by the Fire Chief or his/her designee.

# **Agenda Report**



MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: POLICE CHIEF HONDA

SUBJECT: TOBACCO GRANT PROGRAM

# **STATEMENT OF ISSUES:**

According to the Centers for Disease Control and Prevention, cigarette smoking remains the leading cause of preventable death and disability in the United States and reported that in 2019, 4% of middle school students and 11.5% of high school students indicated current use of two or more tobacco products. It is important to prevent and reduce the use of tobacco products among youth.

## **RECOMMENDED ACTION:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to accept and appropriate the California Department of Justice, Office of Attorney General, Tobacco Grant Program FY 2020-21 in the amount of \$512,719 to enforce state and local laws related to illegal sale and marketing of tobacco products, including e-cigarettes, to minors, and to execute all required documents, future amendments, if any, and appropriate funds to the grant fund.

#### **DISCUSSION:**

Approved by California voters in 2016, Prop. 56 increased taxes on cigarettes and other tobacco products by \$2 starting in April 2017. This initiative allocates a portion of annual revenue to the California Department of Justice to support local enforcement efforts to reduce the illegal sale of tobacco products to minors. In accordance with the State Budget Act and the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, as added by Proposition 56, the Attorney General released a Tobacco Grant Program request for proposal due on August 7, 2020. The California Department of Justice Tobacco Grant Program application process was highly competitive and it intended to distribute \$28.5 million to eligible local law enforcement agencies for qualifying tobacco enforcement purposes. The Watsonville Police Department (WPD) applied and was awarded \$512,719 in Tobacco Grant Program funds. The grant term is from January 1, 2021 through June 30, 2024.

The Watsonville Police Department is committed to supporting the California Department of Justice Tobacco Grant Program to promote a healthier California by focusing on the following goals:

- (1) Reducing illegal sales of tobacco products to minors
- (2) Increasing education among youth, parents and community members regarding the negative effects of underage tobacco use

Effectively enforcing laws against cigarette sales to minors throughout regular compliance checks and penalizing retailers that sell to minors can significantly reduce youth smoking. This grant would allow adequate funding to have frequent enforcement and compliance checks. The WPD will be conducting tobacco retail license inspections, tobacco-related enforcement operations, shoulder tap operations, will be educating retailers to ensure they comply with tobacco laws and will provide roll call training on tobacco-related issues to all sworn personnel on a regular basis.

The WPD will be collaborating with the Pájaro Valley Prevention and Student Assistance Program (PVPSA), a nonprofit that has over 30 years of experience in health education and tobacco use prevention services in Watsonville. PVPSA will take the lead in providing tobacco prevention education to youth, parents, teachers, school nurses, administrators, community members and law enforcement by providing evidence-based programs. PVPSA is a certified provider of the evidence-based program, Too Good for Drugs which fosters life skills, character values, resistance skills to negative peer influence, and resistance to the use of illegal drugs, alcohol and tobacco.

The Tobacco Grant Program funding will allow the Watsonville Police Department to accomplish its program goals by using a comprehensive approach in combining tobaccorelated enforcement and collaborating with PVPSA, who will take the lead in increasing education in the negative effects of underage tobacco use.

# **STRATEGIC PLAN:**

The Tobacco Grant Program supports the strategic plan priority of public safety. This grant will allow the Watsonville Police Department to focus its efforts on problematic retailers of tobacco products with an effort to reduce illegal sales to minors.

#### FINANCIAL IMPACT:

The Tobacco Grant Program in the amount of \$512,719 does not require any local match funds and has no financial impact to the General Fund.

# **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 A \$512,719 GRANT FROM THE CALIFORNIA DEPARTMENT OF JUSTICE - OFFICE OF THE ATTORNEY GENERAL TOBACCO LAW ENFORCEMENT GRANT PROGRAM FY 2020-21; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS, FUTURE AMENDMENTS IF ANY; AND APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

WHEREAS, the Watsonville Police Department submitted an application to the California Department of Justice – Office of the Attorney General Tobacco Law Enforcement Grant Program with a deadline of August 7, 2020, and was awarded \$512,719 in grant funds for a thirty-six (36) month term to enforce state and local laws related to the illegal sales and marketing of tobacco products, including e-cigarettes to minors in the City of Watsonville.

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

- That the \$512,719 grant from the California Department of Justice Office
   of the Attorney General Tobacco Law Enforcement Grant Program is hereby accepted.
- 2. That the City Manager of the City of Watsonville or his designee is hereby authorized and directed to execute in the name of the City of Watsonville, any agreements, and amendments thereto and any necessary documents, and to submit all documents including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds required by the California Department of Justice Office of the Attorney's General.
- 3. That the \$512,719 grant is hereby appropriated to the Special Grants Fund [0260].

4.	Grant funds received hereunder shall not be used to supplant ongoing law
enforcemen	t expenditures.
	********



# **Agenda Report**

MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO

JACKIE MCCLOUD, ENVIRONMENTAL SUSTAINABILITY MANAGER

**SUBJECT:** Pajaro River Flood Management Agency Board Membership

# STATEMENT OF ISSUES:

At the January 19, 2021 meeting, the City Council approved Resolution No. 39-21, agreeing to a Joint Exercise of Powers Agreement between the City of Watsonville, the County of Santa Cruz, the County of Monterey, Santa Cruz County Flood Control and Water Conservation District, and the Monterey County Water Resources Agency to establish the Pájaro River Flood Management Agency (PRFMA).

The City Council needs to appoint persons to serve as the Watsonville board member and alternate of the PRFMA.

#### **RECOMMENDED ACTION:**

It is recommended that the City Council select the Santa Cruz County Flood Control and Water Conservation District – Zone No. 7, City of Watsonville appointee to serve as the appointed board member on the PRFMA. The current appointee is Dr. Nancy A. Bilicich. The alternate to serve as the board member is proposed to be Councilmember Aurelio Gonzalez.

#### **DISCUSSION:**

#### Joint Exercise of Powers Agreement

The City Council approved and executed the Joint Exercise of Powers Agreement (JPA Agreement) to form the Pajaro Regional Flood Management Agency to reduce flood risk to lives and property. The JPA Agreement allows the Member Agencies to exercise common powers independently or in cooperation with the United States, the State of California or any other entity.

# **PRFMA Board Appointments**

The approved and executed PRFMA JPA Agreement establishes the Board composition accordingly:

1. One Board member selected by the Santa Cruz County Board of Supervisors from among its members, who shall be the representative for Supervisorial District Two or Four;

- 2. One Board member selected by the Santa Cruz County Flood Control and Water Conservation District Zone No. 7 Board of Directors from among its members, who shall be the representative for either Supervisorial District Two or Four;
- 3. One Board member selected by the Watsonville City Council;
- 4. One Board member selected by the Monterey County Water Resources Agency Board of Supervisors from among its members; and
- 5. One Board member who shall be the Monterey County Supervisor for Supervisorial District Two.

The City Council selected and approved Dr. Nancy Bilicich to serve as the appointee to the Santa Cruz County Flood Control and Water Conservation District – Zone No. 7. Dr. Bilicich has a long history of serving on the City of Watsonville City Council, Zone 7 as Vice Chair, and the Pájaro River Flood Prevention Authority as Chair and Vice-Chair. She is also a resident of the City and lives within the flood plain. She has the experience and background to represent the City of Watsonville as a Board member for the PRFMA. District 2 Councilmember Aurelio Gonzalez is recommended as the alternate Board member to Dr. Bilicich.

# **STRATEGIC PLAN:**

This action aligns with Strategic Goal: 03-Infrastructure & Environment

#### **FINANCIAL IMPACT:**

There is no financial impact related to this action.

#### **ALTERNATIVE ACTION:**

The City Council may elect to recommend and approve a different appointee to the PRFMA. The City Council could reject staff's recommendation and appoint another representative from the City Council.

# **ATTACHMENTS AND/OR REFERENCES (If any):**

1) Resolution No. 39-21 - Pájaro Regional Flood Management Agency JPA

# RESOLUTION NO. 39-21 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING JOINT EXERCISE OF **POWERS** AGREEMENT ESTABLISHING THE PAJARO REGIONAL FLOOD MANAGEMENT AGENCY BETWEEN THE CITY OF WATSONVILLE, THE COUNTY OF SANTA CRUZ, THE COUNTY OF MONTEREY, SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AND MONTEREY COUNTY WATER RESOURCES AGENCY, TO REDUCE FLOOD RISK ON THE LOWER PAJARO RIVER: AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

- 1. That the Joint Exercise of Powers Agreement establishing the Pájaro Regional Flood Management Agency between the City of Watsonville, the County of Santa Cruz, the County of Monterey, Santa Cruz County Flood Control and Water Conservation District, and Monterey County Water Resources Agency, to reduce flood risk on the lower Pájaro River, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.
- 2. That the City Manager be and is hereby authorized and directed to execute said Agreement for and on behalf of the City of Watsonville.

\*\*\*\*\*\*\*\*\*\*\*\*\*

Page 1 of 19

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the <u>19<sup>th</sup></u> day of <u>January</u>, 2021, by Member <u>Montesino</u>, who moved its adoption, which motion being duly seconded by Member Hurst, was upon roll call carried and the resolution adopted by the following vote:

AYES: **COUNCIL MEMBERS:** Estrada, García, Gonzalez, Hurst,

Montesino, Parker, Dutra

NOES: COUNCIL MEMBERS: None

ABSENT: **COUNCIL MEMBERS:** None

Jimmy Dutra, Mayor

ATTEST:

1/Olova

DocuSigned by:

City Clerk

1/25/2021 | 10:12 AM PST

Date

APPROVED AS TO FORM:

Alan J. Smith City Attorney

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 39-21 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 19th day of January, 2021, and that the foregoing is a full, true and correct copy of said Resolution.

Bla WOLNIA

Beatriz Vázquez Flores, City Clerk

1/25/2021 | 10:12 AM PST

Date

# **JOINT EXERCISE OF POWERS AGREEMENT**

BY AND AMONG THE

**COUNTY OF SANTA CRUZ,** 

CITY OF WATSONVILLE,

**COUNTY OF MONTEREY,** 

SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

AND

**MONTEREY COUNTY WATER RESOURCES AGENCY** 

**CREATING THE** 

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY (PRFMA)

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## PAJARO REGIONAL FLOOD MANAGEMENT AGENCY

# JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement ("Agreement") is made by and among:

- a. County of Santa Cruz, a political subdivision of the State of California organized and existing under the laws of the State of California;
- County of Santa Cruz Flood Control and Water Conservation District, created by resolutions of the Santa Cruz County Flood Control and Water Conservation District pursuant to Chapter 77 of the Water Code Appendix (West's Annotated California Codes);
- c. County of Monterey, a political subdivision of the State of California organized and existing under the laws of the State of California;
- d. City of Watsonville, a municipal corporation (herein called "Watsonville"); and
- e. Monterey County Water Resources Agency, a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix.

These parties are referenced herein as Member Agencies or, individually, as a Member Agency.

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq. (the "JPA Law") may finance, construct, and operate public capital improvements and provide services to serve territory within the jurisdictions of the agencies which form the joint powers entity.

WHEREAS, the Member Agencies are authorized to acquire, construct, improve, operate, and maintain infrastructure to control, manage, and conserve waters for the protection of life and property.

WHEREAS, a need exists for coordinated planning to control waters within, or flowing into, the boundaries of the Member Agencies for the protection of private and public property.

WHEREAS, a need exists to develop a regional water control plan for coordinated and regional efforts to finance, provide, and maintain infrastructure to promote flood protection in the areas described herein.

WHEREAS, a joint powers agency is appropriate to provide local assurances to, and participate in cost sharing for, flood control work with the State of California and the United States Army Corps of Engineers.

WHEREAS, such a regional water control plan can best be achieved through the cooperative action of the Parties by creating a joint powers agency.

WHEREAS, the Member agencies wish to form a joint powers agency to manage the risk of flooding of lands in Santa Cruz and Monterey Counties, and for other purposes authorized under the JPA Law and this Agreement.

## **AGREEMENT**

Now, therefore, in consideration of the above premises and of the mutual promises contained herein, the Parties do hereby agree as follows:

# Article I. DEFINITIONS

#### Section 1.01 Definitions

- "Agreement" means this Joint Exercise of Powers Agreement, as amended from time to time.
- "Agency" means the Pajaro Regional Flood Management Agency established by this Agreement or the territory it serves, as the context may require. The territory the Agency serves is the portion of the Pajaro River watershed within the jurisdiction of the Member Agencies.
- "Board" or "Board of Directors" means the governing Board of the Agency.
- "Budget" means an approved budget appropriating funding for the expenses of the Agency.
- "Director" or "Directors" means one or more members of the Board.
- "Fiscal Year" means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year unless the Board should adopt another fiscal year by resolution.
- "Infrastructure" means watercourses, drainage channels, conduits, ditches, canals, water storage facilities, pumping plants, levees, buildings and structures or other capital facilities for the management and disposal of waters within the Agency, or outside and running into the Agency, to persons or property or to conserve any waters for beneficial use within the Agency. "Infrastructure" shall also include easements and rights-of-way for any purpose of the Agency.
- "JPA Law" means the Joint Exercise of Powers Act, Government Code section 6500 et seq. as it now exists or may hereafter be amended.
- "Member Agencies" means the parties to this Agreement identified above or which become party, accepting the rights and obligations of a Member Agency pursuant to an amendment to this Agreement.
- "Project Commitments" means written agreements between or among the Agency, the State of California, the federal government or other public agencies to: (i) operate and maintain Infrastructure, (ii) indemnify one another, one or more Member Agencies, or other public entities for liabilities arising out of such operation and maintenance or the failure of such operation and maintenance; and/or (iii) indemnify one another, one or more Member Agencies, or other public or private entities for design or construction of Infrastructure designed or constructed by the Agency.

# **Section 1.02 Statutory References**

Any reference in this agreement to a statute shall mean that statute as it now exists or may hereafter be amended.

# **Article II. GENERAL PROVISIONS**

# **Section 2.01 Purpose**

The purpose of the Agency is to exercise the common powers of the Member Agencies addressed by this Agreement to reduce flood risk to lives and property. Each Member Agency has common authority to study, plan for, develop, finance, acquire, design, construct, maintain, repair, replace, rehabilitate, manage, operate and control Infrastructure to protect lives and property independently or in cooperation with the United States, the State of California, or other entities. The Agency may exercise any of those powers independently or in cooperation with the United States, the State of California, or any other entity. The Agency may serve as the non-federal sponsor and make Project Commitments with respect to Infrastructure.

# Section 2.02 Creation of Public Agency as Separate Legal Entity

There is hereby created a public authority known as the "Pajaro Regional Flood Management Agency." It is the intent of the Parties that the Agency shall be a legal entity separate from the Parties pursuant to Government Code section 6507. Its liabilities shall be its own as provided in Article XI of this Agreement.

#### **Section 2.03 Effective Date**

This amended Agreement shall be effective on the date it is signed by the last Member Agency to do so.

# Article III. POWERS

## **Section 3.01 General Powers**

The Agency may exercise the powers granted to it under the JPA Law, including but not limited to the powers of each of the Member Agencies as may be necessary to the accomplishment of the purposes of this Agreement.

## Section 3.02 Power to Issue Bonds

The Agency shall have all the powers provided in the JPA Law, including the power to issue bonds.

#### **Section 3.03 Specific Powers**

The Agency is hereby authorized, in its own name, to do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, including but not limited to:

- a. To study, plan, and implement ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing into the boundaries of the Agency;
- b. To participate in financing or re-financing any Infrastructure, in accordance with any terms and conditions imposed by the JPA Law;
- c. To make and enter into contracts necessary to the accomplishment of the purposes of this Agreement;
- d. To contract for the services of engineers, attorneys, planners, financial consultants, and other contractors and consultants as needed;
- e. To employ such persons as it deems necessary;

- f. To enter into agreements with the United States of America, the State of California, or any other public or private person to provide a portion or all of the local contribution which may be required for Infrastructure constructed by the State or Federal governments or one or more Member Agencies;
- g. To acquire, construct, manage, control, maintain, improve, repair, replace, and/or operate any Infrastructure; provided, however, that the Agency shall not do so as to Infrastructure within the boundaries of a Member Agency without its prior written agreement;
- h. To acquire by eminent domain or otherwise, and to hold and dispose of, any interest in real or personal property necessary to the accomplishment of the purposes of this Agreement;
- i. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
- j. To sue and be sued in its own name;
- k. To adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Agency;
- I. To incur debts, liabilities, or obligations;
- m. To levy and collect assessments and/or special taxes and to participate in other financing districts;
- n. To establish, revise, and collect fees as a condition of development of land or otherwise;
- To apply for, accept, and receive state, federal, or local licenses, permits, grants, loans, and other
  aid from any agency of the United States of America, or of the State of California, or from any
  other public or private entity necessary for the accomplishment of the purposes of this
  Agreement;
- p. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the JPA Law;
- q. To invest money not required for the immediate necessities of the Agency pursuant to Government Code sections 6505.5 and 53601;
- r. To refinance indebtedness incurred by one of more Member Agencies in connection with any of the purposes of this Agreement;
- s. To apply for letters of credit or other form of financial guarantees to secure the repayment of bonds and enter into agreements in connection therewith;
- t. To carry out and enforce this Agreement; and
- u. To exercise all other powers not specified here but common to the Member Agencies and authorized by Government Code section 6508.

#### **Section 3.04 Restriction on Exercise of Powers**

The powers of the Agency shall be exercised in the manner provided in the JPA Law, and, except for those powers set forth in the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the County of Santa Cruz in the exercise of similar powers.

#### **Section 3.05 Obligations of Agency**

The debts, liabilities and obligations of the Agency shall not be the debts, liabilities and obligations of any Member Agency or any other Public Agency.

# Section 3.06 Non-Liability for Obligations, Activities, or Operation of the Agency

No Member Agency, Director, officer, agent, consultant, or employee of the Agency shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Agency; but nothing herein contained shall relieve any such Member Agency, Director, officer, agent, or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Agency.

#### **Section 3.07 Indemnification of Parties**

The Agency shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty, or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Agency or (b) such Member Agency's status as party to this Agreement.

# Article IV. ORGANIZATION AND GOVERNANCE

# **Section 4.01 Governing Body of the Agency**

- a. The Agency shall be governed by a Board of Directors comprising five persons selected by the Member Agencies as set forth in this section below. All voting power of the Agency shall reside in the Board.
- b. The Board shall comprise the following:
  - i. One Boardmember selected by the Santa Cruz County Board of Supervisors from among its members, who shall be the representative for Supervisorial District Two or Four;
  - ii. One Boardmember selected by the Santa Cruz County Flood Control and Water Conservation District Zone No. 7 Board of Directors from among its members, who shall be the representative for either Supervisorial District Two or Four;
  - iii. One Boardmember selected by the Watsonville City Council;
  - iv. One Boardmember selected by the Monterey County Water Resources Agency Board of Supervisors from among its members; and
  - v. One Boardmember who shall be the Monterey County Supervisor for Supervisorial District Two.
- c. References to supervisorial districts in this section mean those districts as presently numbered and such successor districts as include the territory of the respective County within the Agency.
- d. Each appointing authority shall also appoint an Alternate from among the appointing authority's members. The Alternates shall serve in the absence of recusal of the Member for whom they are the Alternate but shall not otherwise sit with or deliberate with the Board.
- e. Except for Supervisors appointed by virtue of service as Monterey County Supervisor representing District Two, Boardmembers and Alternates serve at the pleasure of their appointing authorities and shall hold office until a successor takes the oath of office as an officer of the Agency.
- f. Each appointing authority shall promptly appoint a successor to a Boardmember or Alternate who ceases, for any reason, to be a Boardmember or Alternate or qualified to serve on the Board under the standards of subsection b above.
- g. The Agency may compensate Boardmembers and/or Alternates for service to the Agency as the Board may determine. A Board member or Alternate may be reimbursed for expenses he or she

reasonably incurs in the conduct of the Agency's business pursuant to a written policy of the Agency.

# **Section 4.02 Principal Office**

The Board shall designate the Agency's principal office at a place convenient to the work of the Agency within or without the Agency. The Secretary shall note any change in that designation in the minutes of a Board meeting and notify each Member Agency of that change in writing.

# **Section 4.03 Board Meetings**

The Board shall meet at the Agency's principal office or at such other place as it may be designated. The Board shall establish the time and place of its regular meetings by resolution furnished to each Member Agency. Regular, adjourned, and special meetings shall be called and held as specified in the Ralph M. Brown Act, Government Code section 54950 et seq.

# Section 4.04 Quorum, Required Votes, and Approvals

Three-fifths of Boardmembers then in office shall constitute a quorum for the transaction of business. Except as this Agreement of applicable law otherwise requires, the vote of a majority of a quorum is sufficient to carry an action. Boardmembers may not cast proxy or absentee votes. Each Boardmember shall have an equal vote.

#### **Section 4.05 Minutes**

The Secretary shall keep minutes of Board meetings, and provide them to each Boardmember, Alternate, and Member Agency or, alternatively, maintain them on the Agency's website.

#### Section 4.06 Rules, Bylaws, and Regulations

The Agency may adopt and amend from time to time such rules, bylaws, and regulations for the conduct of its affairs as may be necessary or advisable and as are consistent with this Agreement and applicable law.

#### Section 4.07 Vote or Assent of Parties

Any agreement, vote, assent, or approval of a Member Agency required by this Agreement or applicable law shall be filed with the Secretary and be evidenced by a resolution or approved meeting minutes of the governing board of the Member Agency.

#### **Section 4.08 Officers**

Unless the Board determines otherwise by resolution, the Agency officers designated in this section shall hold office for one year commencing with the first Board meeting of each calendar year provided, however, that the first Chairperson, Vice Chairperson, and Secretary appointed shall hold office from the date of their appointment to the second January 1st thereafter to avoid initial terms of less than a year. The Board shall also have the power to appoint such additional officers as it deems necessary and appropriate. The Treasurer and Auditor hereby designated may be changed only by the consent of all Board members then in office and shall not be members of the Board.

- a. <u>Chairperson and Vice-Chairperson</u>. The Board shall select from among its members a Chairperson and a Vice-Chairperson who shall cease to serve in that role upon ending service on the Board or upon election of a new Chairperson/Vice-Chairperson, whichever occurs first.
- b. <u>Secretary</u>. The Board shall appoint a Secretary who may also be a Director; the Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Agency. The Secretary shall have charge of, handle, and have access to all other records of the Agency.
- c. <u>Treasurer</u>. The Santa Cruz County Treasurer shall be the Treasurer of the Agency and shall be the depositary and shall have custody of all money of the Agency, from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the JPA Law. The Treasurer shall be responsible for providing quarterly reports and verifying the balance of such reports as maintained by the records of the Auditor.
- d. <u>Auditor</u>. The Santa Cruz County Auditor-Controller shall be the Auditor of the Agency and shall have the duties and obligations of the Auditor as set forth in sections 6505 and 6505.6 of the JPA Law, including the audit obligation stated in section 8.02 of this Agreement.
- e. <u>General Counsel.</u> The Board shall appoint an attorney licensed to practice in California who shall serve at the pleasure of the Board. The Board may, but need not, appoint the County Counsel of either Santa Cruz or Monterey Counties to serve in this role. General Counsel shall work cooperatively with the Executive Director, but shall report to the Board.

#### **Section 4.09 Executive Director**

Until the Board otherwise directs, the Executive Director shall be an employee of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 ("Zone 7") designated by Zone 7. Should Zone 7 decline to continue to provide an employee to serve in that role, the Board shall promptly appoint another to serve as Executive Director. The Executive Director shall be appointed by, and serve at the pleasure of, the Board. The Executive Director shall be responsible to the Board for the proper and efficient administration of the Agency as is or hereafter may be placed in his or her charge pursuant to this Agreement, or of any Board ordinance, resolution, or order. In addition to other powers and duties herein provided, the Executive Director is authorized:

- a. Under policy direction of the Board, to plan, organize, and direct all activities of the Agency;
- b. To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement including, but not limited to, section 4.08 above;
- c. To authorize expenditures authorized by an approved Budget;
- d. To make recommendations to, and requests of, the Board concerning all of the matters and things which are to be performed, done, or carried out by the Agency; and
- e. To call meetings of the Board.

#### **Section 4.10 Privileges and Immunities**

As provided in Government Code section 6513, all the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their

respective functions shall apply to the officers, agents, and/or employees of the Agency to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement.

None of the officers, agents, or employees of the Agency shall be deemed, solely by reason of their employment by the Agency, to be employed by any Member Agency or, by reason of their employment by the Agency, to be subject to any of the requirements of any Member Agency.

## **Section 4.11 Bonding**

Any person who has charge of any funds or securities of the Agency shall be bonded in amounts fixed by Board resolution.

#### **Section 4.12 Conflicts of Interest**

- a. POLITICAL REFORM ACT. Board members are "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Agency shall adopt a conflicts of interest code in compliance with the Political Reform Act.
- b. LEVINE ACT. Board members are "officials" within the meaning of Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to its restrictions on the acceptance, solicitation, or direction of contributions.

# **Article V. PLANNING AND PROJECTS**

# **Section 5.01 Planning**

The Agency shall undertake and/or participate in such studies and planning as necessary to reduce flood damage within the Agency, as part of a larger integrated water resources program or otherwise. Such studies and planning may include, but need not be limited to, proposals for the construction of an upstream storage or detention dam, the rehabilitation or elevation or construction of levees, and assumption and/or maintenance of Infrastructure constructed or owned by one or more Member Agencies. Such studies and planning shall identify financing methods for such proposals and may allocate capital as well as maintenance and operating costs among the Member Agencies.

#### **Section 5.02 Projects**

The Agency shall develop, design, acquire, and construct Infrastructure and necessary funding (including local cost shares of federal projects), to reduce flooding within the Agency, potentially as part of a larger integrated water resources program or otherwise. The Agency may construct, rehabilitate, or fund all or part of projects independently or in cooperation with the United States, the State of California, or another public entity or entities.

# **Article VI. BUDGETS AND PAYMENTS**

# **Section 6.01 Budget**

Within 90 days after the first meeting of the Board, and before the start of each subsequent fiscal year, the Board shall adopt a Budget for the ensuing Fiscal Year which it may amend from time to time. Approval of a Budget or Budget requires a unanimous vote of Directors (or Alternates voting in the absence or recusal of a Director) then in office.

## **Section 6.02 Contributions for Operating Expenses**

- a. Upon its formation, the Agency is not expected to have any assets to allocate to Infrastructure. The Agency will nevertheless undertake planning and administrative work before adoption of an initial Budget and securing funding. The Member Agencies agree to fund this work in the shares established through a separate agreement.
- b. The Agency shall allocate overhead costs consistently with financing methods for proposals approved by the Board pursuant to section 5.01 of this Agreement. The Agency shall allow Member Agencies a reasonable opportunity to review and comment on any proposed allocation or reallocation of overhead.
- c. In accordance with Section 6512.1 of the JPA Law, the Board may direct repayment or return to the Member Agencies of all or part of any contributions made by the Member Agencies upon such terms as may be consistent with the JPA Law and other applicable law. The Agency shall hold title to all it acquires during the term of this Agreement, including but not limited to Infrastructure.

# Article VII. Accounting and Audits

# **Section 7.01 Accounts and Reports**

The Agency shall maintain books and accounts consistently with standards adopted by the Controller of the State of California for special districts.

#### **Section 7.02 Audit**

The Auditor shall cause to be conducted an audit compliant with generally accepted audit standards of the records and the accounts of the Agency and file such audit reports with the State Controller and each Member Agency within six months of the end of each fiscal year or by such other deadline as is imposed by law or a grant or loan agreement.

#### Article VIII. Maintenance and Operation of Infrastructure

The Board shall determine before acquiring or constructing any Infrastructure whether or not the Agency will maintain and/or operate it. If the Agency is to maintain and/or operate particular Infrastructure, it shall do so efficiently, economically, and in a manner not detrimental to the Member Agencies. If the Board determines that one or more Member Agencies will maintain and/or operate particular Infrastructure, that Member Agency or those Member Agencies shall accept that responsibility in writing before the Agency agrees to or does acquire or construct that Infrastructure.

# **Section 8.01 Project Commitments**

This Agreement may not be rescinded or terminated, the Agency dissolved, and no Member Agency may withdraw from the Agency while the Agency has outstanding Project Commitments unless another public agency has provided such reasonable written assurances to perform those Project Commitments as the State, the Federal government, or other contracting parties as to those Project Commitments may request.

The Agency may assume Project Commitments of a Member Agency by resolution of the Board and in no other fashion.

# **Article IX.** LIABILITY OF BOARD

#### **Section 9.01 Liabilities**

Except as provided in Section 9.03, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, or obligations of the Agency alone and not of the Member Agencies as provided in Government Code section 6508.1. Any financial dealings between the Agency and one or more Member Agencies shall be by written contract.

## Section 9.02 Liability of Boardmembers; Defense & Indemnity

Except as otherwise provided in this Agreement, the funds of the Agency may be used to defend, indemnify, and hold harmless the Agency and any Director, officer, or employee for their actions taken within the course and scope of their work for the Agency. The Agency may self-insure, participate in pooled self-insurance, or purchase insurance to provide such coverage. The Agency shall defend and indemnify its officers and employees if and as required by Government Code sections 825 and 995.

#### **Section 9.03 Pension Liability**

- a. The Agency may contract with the California Public Employees Retirement System (PERS) or any other public entity to provide pension benefits to its employees with such consent and assurances of the Member Agencies as may then be required by applicable law.
- b. Each Member Agency's conditional share of pension liability, defined in paragraph (c) below, shall be provided by a written agreement made when the benefits are contracted for and, in the absence of such an agreement, the Agency may not contract for such pension services. Such agreement shall conditionally allocate 100 percent of the Agency's pension liabilities among the Member Agencies, leaving no portion of that liability unassigned.
- c. A Member's conditional share of pension liability means liability due under Government Code section 6508.2 to fund payments to CalPERS or another public entity with which the Agency contracts to provide pension benefits to the Agency's employees ("Pension Provider") which liability the Agency does not pay because this Agreement is terminated, the Agency becomes insolvent, or the Agency's agreement with the Pension Provider is terminated.

# Article X. Rescission, Termination, Withdrawal, Assignment

#### Section 10.01 Term

The Agency shall continue until this Agreement is rescinded or terminated as herein provided and as provided in section 8.01 of this Agreement.

#### **Section 10.02** Rescission or Termination

A Member Agency may withdraw from this Agreement pursuant to section 10.04. The Agency shall wind up its affairs and dissolve upon withdrawal by the second-to-last Member Agency to do so. The Agency may wind up its affairs and dissolve, and the Agency terminated, by unanimous written consent of the Member Agencies. Any such dissolution shall be consistent with section 8.01. This Agreement shall terminate with dissolution of the Agency except as respects insurance and indemnities which the Board may identify to survive that dissolution.

# Section 10.03 Disposition of Assets

Upon termination of this Agreement, the Agency's remaining assets shall be returned to the Member Agencies then participating in the Agency in proportion to their contributions to the Agency's funding. The Board shall first offer any Infrastructure and other illiquid assets of the Agency to the Member Agencies for good and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for good and adequate consideration. The net proceeds from any sale or the illiquid assets if no sale occurs shall be distributed as provided in the first sentence of this section.

#### Section 10.04 Withdrawal

- a. Subject to section 10.02 of this Agreement, no Member Agency may withdraw from the Agency without the unanimous consent of the other Member Agencies after: (1) the withdrawing Member Agency provides written notice to the other Member Agencies of intent to withdraw, and (2) the withdrawing Member Agency honors any unmet obligations under this Agreement. Any withdrawal shall be effective on the last day of the fiscal year in which the withdrawal is agreed unless all Member Agencies agree otherwise in writing.
- b. If a withdrawing Member Agency has any rights in any Infrastructure or responsibility for obligations of the Agency, except by a written agreement of all Member Agencies, the withdrawing Member Agency may not sell, lease, or transfer those rights or be relieved of those obligations, except an obligation to pay its share of operation and maintenance costs of Infrastructure.
- c. The Agency shall not refund or repay a withdrawing Member Agency's initial commitment of funds to the Agency absent unanimous agreement of the initial Member Agencies. The Agency may refund or repay any subsequent contribution in accordance with any written terms and conditions upon which the contribution was made.

#### Section 10.05 Admission of New Parties

Additional public entities may become Member Agencies upon such terms and conditions as the Board may provide with the unanimous consent of all Member Agencies, evidenced by a written addendum to this Agreement signed by all of Member Agencies, including the new Member Agency.

#### Section 10.06 Amendment

This Agreement may be amended only by the unanimous agreement of the Member Agencies.

## Section 10.07 Assignment; Binding on Successors

Except as otherwise provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the written consent of all other Member Agencies. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void and confer no rights on any third party. Any approved assignment or delegation shall be consistent with the terms of any then extant Project Commitments or other obligations of the Agency.

# **Section 10.08** Notice of Agreement or Amendment

- a. Within 30 days of the effective date of this Agreement or any amendment to it and pursuant to the JPA Law, the Agency shall give notice to the Secretary of State. The Agency shall give any other notice required by applicable law upon the approval, termination, or any amendment of this Agreement.
- b. Within 10 days after the effective date of this Agreement, the Agency shall cause a statement of the information, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State and with the County Clerk.

#### Section 10.09 Notice

Any notice or instrument required to be given or delivered by depositing the same in any United States mail, registered or certified, postage prepaid, addressed to the Member Agency or the Agency, shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Agency or a Member Agency specifies in writing.

# Section 10.10 Severability

Should a court of competent jurisdiction decide any part, term, or provision of this Agreement conflicts with law or is otherwise unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected and, to that end, the Member Agencies declare the parts, terms, and provisions of this Agreement to be severable.

#### Section 10.11 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Member Agencies.

# Section 10.12 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes. Signatures may be given by emailed pdf or other equivalent means with the same force as original wet signatures.

# **Section 10.13** Integration

This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

# Section 10.14 Execution; Warrantee

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant for the benefit of the Member Agencies for which they do not sign that they have actual authority to bind their respective principals to this Agreement.

IN WITNESS WHEREOF, the Member Agencies have caused this Agreement to be executed on the day indicated below.

COUNTY OF SANTA CRUZ	COUNTY OF MONTEREY
By:CHAIRPERSON	By:CHAIRPERSON
Date:	Date:
ATTEST:	ATTEST:
CLERK OF THE BOARD	CLERK OF THE BOARD
APPROVED AS TO FORM:	APPROVED AS TO FORM:
COUNTY COUNSEL	COUNTY COUNSEL

CITY OF WATSONVILLE	SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	
Ву:		
By: Matthew D. Huffaker, City Manager	By: CHAIRPERSON	
Date:		
ATTEST:	Date:	
ATTEST.	ATTEST:	
Beatriz V. Flores, City Clerk		
,	CLERK OF THE BOARD	
APPROVED AS TO FORM:	APPROVED AS TO FORM:	
Alan J. Smith, City Attorney		
	DISTRICT COUNSEL	
MONTEREY COUNTY WATER RESOURCES AGENCY		
By:CHAIRPERSON		
Date:		
ATTEST:		
CLERK OF THE BOARD		
APPROVED AS TO FORM:		
AGENCY COUNSEL		

# RESOLUTION NO. \_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING DR. NANCY A. BILICICH AND COUNCIL MEMBER GONZALEZ AS ALTERNATE TO THE PÁJARO REGIONAL FLOOD MANAGEMENT AGENCY JOINT EXERCISE OF POWERS BOARD OF DIRECTORS

WHEREAS, on or about January 19, 2021, the Council adopted Resolution No. 39-21 (CM) approving the Joint Exercise of Powers Agreement establishing the Pájaro Regional Flood Management Agency between the City of Watsonville, the County of Santa Cruz, the County of Monterey, Santa Cruz County Flood Control and Water Conservation District, and Monterey County Water Resources Agency; and

WHEREAS, Section 4.01 (Governing Body of the Agency) of Article IV (Organization and Governance) of the Pájaro Regional Flood Management Agency Joint Exercise of Powers Agreement requires the City Council to appoint a Member to the Board of Directors and appoint an alternate from among the appointing authority's members to serve in their absence; and

WHEREAS, the appointed Board Member shall hold office for one (1) year commencing with the first Board meeting of each calendar year provided, however, that the first Chairperson, Vice Chairperson, and Secretary appointed shall hold office from the date of their appointment to the second January 1<sup>st</sup> thereafter to avoid initial terms of less than a year, pursuant to Section 4.08 (Officers) of Article IV (Organization and Governance) of the Pájaro Regional Flood Management Agency Joint Exercise of Powers Agreement.

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

Reso No. \_\_\_\_ (CM) C:\Program Files\eSCRIBE\TEMP\17394615869\17394615869,,,Resolution - Appointments to PRFMA JPA.docx ri 3/18/2021 5:39:49 PM

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- 1. That Dr. Nancy A. Bilicich is hereby appointed to the Pájaro Regional Flood Management Agency Joint Exercise of Powers Board of Directors and shall serve at the pleasure of the City Council.
- 2. That Council Member Gonzalez is hereby appointed alternate to the Pájaro Regional Flood Management Agency Joint Exercise of Powers Board of Directors and shall serve at the pleasure of the City Council.
- 3. That the City Clerk is hereby directed to transmit a copy of this resolution to the Pájaro Regional Flood Management Agency Joint Exercise of Powers Board of Directors.

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# RESOLUTION NO.\_\_\_\_(CM)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE SUPPORTING THE CURRENT LAND USE AND ZONING FOR WATSONVILLE COMMUNITY HOSPITAL SERVING MONTEREY BAY, THE CENTRAL COAST AND SANTA CRUZ COUNTY

**WHEREAS**, Watsonville Community Hospital was founded in 1895 by Dr. P.K. Watters and opened in a five-bedroom home at 3<sup>rd</sup> Street and Alexander in Watsonville; and

WHEREAS, in 1897, the hospital outgrew the first site and moved to nearby 123

Third Street; and

WHEREAS, in 1938, still growing with the community, Watsonville Community

Hospital moved again to a building on Monte Vista Street, with a capacity for 39 patients

and doubled in size to 77 beds before moving once again; and

WHEREAS, Watsonville Community Hospital's Board of Directors decided to construct its own building at the corner of Airport Boulevard and Green Valley Road, with an initial capacity of 102 beds which was dedicated on Sunday, July 6, 1969; and

WHEREAS, the hospital was severely damaged by the 1989 Loma Prieta earthquake; and

WHEREAS, nearly nine years after the Loma Prieta earthquake, the hospital bought a building near the Watsonville Municipal Airport from Seagate to house its outpatient and administrative services and constructed a three-story, 100,000 square foot building to accommodate a 106-bed hospital located at 75 Nielsen Street; and

WHEREAS, Watsonville Community Hospital serves a diverse population with a comprehensive range of medical, surgical and emergency services; and

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WHEREAS, Watsonville Community Hospital and Dominican Hospital are the two remaining hospitals with emergency departments that serve the entire County; and

WHEREAS, the Zoning District in which Watsonville Community Hospital is located allows public/private/non-profit hospital uses and non-profit and/or public rehabilitation and medical clinics and prohibits private, for-profit rehabilitation and medical clinics.

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

That, based on information available to the Council at this time, the Council is committed to maintaining the current land use and zoning district for Watsonville Community Hospital located at 75 Nielsen Street.

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ORDINANCE NO. (	(CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING SECTIONS 3-6.1202 (DEFINITIONS) AND 3-6.1206 (AMOUNT OF TAX OWED) OF ARTICLE 12 (WATSONVILLE CANNABIS BUSINESS TAX) OF CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF THE WATSONVILLE MUNICIPAL CODE

Amends Ordinance No. 1330-16 (CM) Pursuant to §3-6.1232

WHEREAS, the Council, by Resolution No. 111-16 (CM) called a General Municipal Election to be held in the City of Watsonville on November 8, 2016, as required by law, for the purpose of submitting to the qualified electors of the City a measure whether to impose a tax on cannabis cultivation of not more than \$20 per square foot per year of canopy area, not more than 2.5% on gross receipts from manufactured cannabis product, and not more than 10% on gross receipts from the retail sale of cannabis; and

WHEREAS, the voters in the City of Watsonville at the election conducted on November 8, 2016, enacted the Watsonville Cannabis Business Tax Measure (Measure L); and

WHEREAS, Measure L was codified as Article 12 of Chapter 6 of Title 3 of the Municipal Code; and

WHEREAS, § 3-6.1202 provides in pertinent part that notwithstanding the maximum tax rates for cultivation, manufactures and dispensary sales set forth in subdivisions (a), (b) and (c) of § 3-6.1206, the Council may, in its discretion, at any time by ordinance, adopt a lower tax rate, and

rd No. \_\_\_\_\_ (CM)

WHEREAS, §3-6.1232 of Measure L provides that Article 12 may be repealed or amended by the Council without a vote of the people, so long as the rate of any tax is not increased; and

WHEREAS, subdivision (c) of §3-6.1232 further provides that Council action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, is not an increase in the rate of tax, so long as such interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with Measure L; and

WHEREAS, the Council finds that the changes to the definitions in § 3-6.1202 merely interprets and clarifies the definitions set forth in Measure L and are consistent with the language of Measure L; and

WHEREAS, the Council finds that the changes in the amount of tax owed as set forth in Section 3-6.1206 and the tax rate as set forth in § 3-6.1206 are consistent with Measure L.

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

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#### **CHAPTER 6 TAXATION**

# Article 12. Watsonville Cannabis Business Tax

#### **SECTION 1. ENACTMENT.**

Article 12 (Watsonville Cannabis Business Tax) of Chapter 6 (Taxation) of Title 3 (Finance) of the Watsonville Municipal Code is hereby amended by deleting Sections 3-6.1202 (Definitions) and 3-6.1206 (Amount of tax owed) in their entirety and replacing with new Sections 3-6.1202 (Definitions) and 14-18.326 (Amount of tax owed) to read in words and figures and follows:

#### Sec. 3-6.1202 Definitions.

The definitions in this section shall govern the application and interpretation of this chapter.

The definitions promulgated for the California Cannabis Cultivation Program in Division 8 (Cannabis Cultivation) of Title 3 (Food and Agriculture) of the California Code of Regulations Section 8000 et seg., 3 CCR 8000.

The definitions promulgated for the California Bureau of Cannabis Control in Division 42 (Bureau of Cannabis Control) of Title 16 (Professional and Vocational Regulations) of the California Code of Regulations Section 5000 et seq., 16 CCR 5000.

(a) "Business" shall include all activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

3

- (b) "Cultivated area" shall mean any area indoors that is the greater of either:
  - (1) the total area of a property that is densely or primarily occupied by cannabis cultivation; or
  - (2) one square foot per juvenile or mature cannabis plant on the parcel.
- (c) "Employee" shall mean each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission or room and board.
- (d) "Engaged in business" shall mean the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in business within the City if:
  - (1) Such person or person's employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;
  - (2) Such person or person's employee owns or leases real property within the City for business purposes;
  - (3) Such person or person's employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business;

- (4) Such person or person's employee regularly conducts solicitation of business within the City;
- (5) Such person or person's employee performs work or renders services in the City on a regular and continuous basis involving more than five (5) working days per year;
- (6) Such person or person's employee utilizes the streets within the City in connection with the operation of motor vehicles for business purposes. The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."
- (e) "Evidence of doing business" shall mean whenever any person shall, by use of signs, circulars, cards or any other advertising media, including the use of Internet or telephone solicitation, represent that such person is engaged in cannabis business in the City, then these facts may be used as evidence that such person is engaged in business in the City.
- (f) "Gross receipts," except as otherwise specifically provided, shall mean the total amount actually received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of

materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

- (1) Cash discounts allowed and taken on sales;
- (2) Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
- (3) Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- (4) Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
- (5) Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a person's own account, not derived in the ordinary course of a business;
- (6) Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
- (7) Cash value of sales, trades or transactions between departments or units of the same business;
- (8) Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if

the whole or portion of such amounts excluded as uncollectible are subsequently collected, they shall be included in the amount of gross receipts for the period when they are recovered;

- (9) Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one and no/100s (\$1.00) dollar;
- (10) Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.
- (g) "Gross receipts" subject to the business tax shall be that portion of gross receipts relating to business conducted within the City.
- (h) "Cannabis business" or "medical cannabis business" shall mean either of the following:
  - (1) Any location where cannabis is distributed, delivered, dispensed, sold or given away to a qualified patient, a person with an identification card, or a primary caregiver.
  - (2) Any vehicle or other mode of transportation, stationary or mobile, which is used to transport, distribute, deliver, dispense, or give away cannabis to a qualified patient, a person with an identification card, or a primary caregiver.

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- (3) Notwithstanding subsections (k)(1) and (k)(2) of this section,"medical cannabis business" shall not include any of the following:
  - (i) A residence or dwelling unit in which a resident may possess and cultivate amounts of cannabis in compliance with State law.
- (i) "Cannabis business tax," "business tax" or "cannabis tax" shall mean the tax due for engaging in cannabis business in the City of Watsonville.
- (j) "Person" shall mean, without limitation, any natural individual, organization, firm, trust, common law trust, estate, partnership of any kind, association, syndicate, club, joint stock company, joint venture, limited liability company, corporation (including foreign, domestic, and nonprofit), cooperative, receiver, trustee, guardian, or other representative appointed by order of any court.
  - (k) "Sale" shall mean and includes any sale, exchange, or barter.
- (I) "Finance Director" shall mean the Director of Finance for the City of Watsonville or such other person designated by the City Manager from time to administer this chapter.

#### Sec. 3-6.1206 Amount of tax owed.

(a) <u>Cultivation</u>. Every person who engages in the business of cannabis cultivation in the City shall pay an annual tax of not to exceed twenty and no/100ths (\$20.00) dollars per square foot per year (\$20.00/SF/YR) of canopy area. The tax shall be paid monthly to the Finance Director. Notwithstanding the maximum tax rate of twenty and no/100ths (\$20.00) dollars per square foot per year imposed under this subsection, the City Council may, in its discretion, at any time by ordinance, adopt a lower tax rate for cannabis cultivation, as defined in such ordinance, subject to the

maximum rate set forth in this subsection. The Council may by ordinance also increase the tax from time to time, not to exceed the maximum tax of this subsection.

- (1) The Cannabis tax shall be set at \$10 per square foot for flowering canopy, and \$1 per square foot for immature and/or nursery plants.
- (b) Manufacturers. Every person who engages in the business of manufactured cannabis or manufacture of cannabis products in the City shall pay to the City a tax of not more than two and one-half percent (2.5%) of gross receipts. The tax shall be paid monthly in arrears to the Finance Director at the rate of eight and thirtythree-one-hundredths (8.33%) percent of the annual tax per month or any portion of a month. Notwithstanding the maximum tax rate of two and one-half (2.5%) percent of gross receipts imposed under this subsection, the Council may, in its discretion, at any time by ordinance, implement a lower tax rate for all cannabis manufacture businesses as defined in such ordinance, subject to the maximum rate set forth in this subsection. The Council may by ordinance also increase any such tax rate from time to time, not to exceed the maximum tax rate established in this subsection. The cannabis business tax for manufacturers is set at two and one-half (2.5%) percent of gross receipts from the manufacture of cannabis or manufactured cannabis products in the City through and including February 2018 to allow collection and analysis of such data as may be determined by the City Council to be appropriate to consider any change in the initial two and one-half (2.5%) percent rate after February 2018.
- (c) <u>Retail Sales</u>. Every person engaged in retail cannabis sales business, including but not limited to a retail cannabis business in the City shall pay a business tax of no more than ten percent (10%) of gross receipts. The tax shall be paid monthly to

the Finance Director. Notwithstanding the maximum tax rate of ten (10%) percent of gross receipts imposed under this subsection, the Council may, in its discretion, at any time by ordinance, implement a lower tax rate for all retail cannabis sales, as defined in such ordinance, subject to the maximum ten percent (10%) above. The Council may by ordinance also increase any such tax rate from time to time, not to exceed the maximum tax rate established under this subsection. The cannabis business tax for retail sales is set at five (5%) percent of gross receipts from retail sales of cannabis, and cannabis products.

#### **SECTION 2. PUBLICATION.**

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

#### **SECTION 3. EFFECTIVE DATE.**

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

\*\*\*\*\*\*\*\*\*

The fo	oregoing ordinance was intro	oduced at regular City Council meeting of the City
of Watsonvill	le, held on the <u>9<sup>th</sup></u> day of	March_, 2020, by MemberHurst_, who
moved its ad	loption, which motion being	g duly seconded by Member <u>González</u> , was
upon roll call	carried and ordered printed	d and published by the following vote:
AYES:	COUNCIL MEMBERS:	Estrada, González, Hurst, Montesino, Parker
NOES:	COUNCIL MEMBERS:	García, Dutra
ABSENT:	COUNCIL MEMBERS:	None
		Jimmy Dutra, Mayor
ATTEST:		
City Clerk		
APPROVED	AS TO FORM:	
City Attorney	,	

## Agenda Report



MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: COMMUNITY DEVELOPMENT DIRECTOR MERRIAM

HOUSING MANAGER LANDAVERRY

SUBJECT: PRESENTATION OF THE 2020 HOUSING ELEMENT ANNUAL

**PROGRESS REPORT** 

#### STATEMENT OF ISSUES:

Presentation of the 2020 Housing Element Annual Progress Report.

#### **RECOMMENDED ACTION:**

Staff recommends that the City Council by motion, accept the Housing Element Annual Progress Report for 2020, which must be submitted to the State Housing and Community Development Department and the Office of Planning and Research by April 1, 2021.

#### DISCUSSION:

Government Code Section 65400 requires each local government to complete the Housing Element Annual Progress Report (APR) and submit it to the State Housing and Community Development Department (HCD) and the Office of Planning and Research (OPR) by April 1 each year. Cities and counties with a compliant housing element and up-to-date submissions of APRs gain access to SB 2 Building Homes and Jobs Act funds.

This part of the Housing Element Annual Report details progress in meeting the City's share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing. The Housing Element APR is prepared using standards, forms, and definitions adopted by HCD. The data and information in the HCD forms document the number of new units of all types of housing in each income category, and the progress in meeting the City's share of the Regional Housing Needs Allocation (RHNA).

The reporting forms have been revised by HCD in recent years and require detailed information on each application, entitlement, issued building permit and completed construction in an Excel spreadsheet format. As a result, the tables are large and difficult to reproduce as attachments to this report. Therefore, Tables A and A2 are not attached to this report but will be submitted to HCD and OPR as required. Summaries of the information presented in Tables A and A2 are attached to this report in Table B and four summary tables.

Table A contains data on the housing development applications that were submitted to the Community Development Department in 2020. A total of 41 units (ADU's) were proposed in the 41 applications received last year. Approximately 44% of the applications were still in process at the end of 2020 and are expected to be approved in 2021. The table below shows all proposed units in 2020.

Table A: Housing Applications Summary		
Total Housing Applications Submitted:	41	
Number of Proposed Units in All Applications Received:	41	
Total Housing Units Approved:	23	
Total Housing Units Disapproved:	0	

Table A2 contains data on the discretionary housing development applications that were approved (entitled), all ministerial building permits issued for housing development, and housing construction completed. Building permits were issued for a total of 23 housing units in 2020 including single family dwellings, ADUs, apartments, and condominium units. One housing project (Miles Lane Project by MidPen Housing) was entitled in 2020, proposing development of 72 new units. Twenty-nine units were granted final building permits, which included the Marin St. Townhomes (16 units) and 13 ADU's. The table below shows all the building activity in 2020.

Table A2: Building Permits Issued by Affordability Summary			
Income Level	Current Year		
	Deed Restricted	1	
Very Low	Non-Deed Restricted	0	
	Deed Restricted	1	
Low	Non-Deed Restricted	0	
	Deed Restricted	0	
Moderate	Non-Deed Restricted	0	
Above Moderate		27	
Total Units		29	

Table B (attached) places these 29 new housing units into affordability categories to demonstrate the City's progress in meeting the allocated share of regional housing need for the current planning period (2015-2023).

#### STRATEGIC PLAN:

The Housing Element Annual Progress Report is an informational document that shows the City's progress in meeting our Regional Housing Needs Allocation. Affordable Housing is Goal 1 in the City Council 2018-2020 Strategic Plan.

#### FINANCIAL IMPACT:

Preparation of the Housing Element Annual Progress Report is part of the Community Development Department's budgeted work program using existing staff resources.

## **ALTERNATIVE ACTION:**

City Council can decide not to accept the Housing Element Annual Progress Report for 2020 at this time, but doing so, may jeopardize the City's ability to gain access to SB2 Building Homes and Jobs Act funds.

#### **ATTACHMENTS:**

1) 2020 Housing Element Summary Tables

Jurisdiction	Watsonville	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary				
Income Le	Current Year			
VoryLow	1			
Very Low	Non-Deed Restricted	0		
Low	Deed Restricted	1		
	Non-Deed Restricted	0		
Moderate	Deed Restricted	0		
Moderate	Non-Deed Restricted	0		
Above Moderate		27		
Total Units		29		

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary			
Total Housing Applications Submitted:	41		
Number of Proposed Units in All Applications Received:	41		
Total Housing Units Approved:	23		
Total Housing Units Disapproved:	0		

Use of SB 35 Streamlining Provisions			
Number of Applications for Streamlining	0		
Number of Streamlining Applications Approved	0		
Total Developments Approved with Streamlining	0		
Total Units Constructed with Streamlining	0		

Units Constructed - SB 35 Streamlining Permits						
Income	Income Rental Ownership Total					
Very Low	0	0	0			
Low	0	0	0			
Moderate	0	0	0			
Above Moderate	0	0	0			
Total	0	0	0			

Cells in grey contain auto-calculation formulas





MEETING DATE: Tuesday, March 23, 2021

**TO: City Council** 

FROM: PARKS & COMMUNITY SERVICES DIRECTOR CALUBAQUIB

SUBJECT: PINTO LAKE CONSULTANT CONTRACT AND LEASE

#### STATEMENT OF ISSUES:

A consultant has been identified to assume management of operations of Pinto Lake Park.

#### **RECOMMENDED ACTION:**

Staff recommends that the City Council adopt a resolution approving:

- 1. A Consultant Contract with Main St. Enterprise, Inc. for the management of operations at Pinto Lake Park at 451 Green Valley Road, Watsonville, and
- 2. A Lease with Main St. Enterprise, Inc. for occupancy of the modular home at Pinto Lake Park.

#### **DISCUSSION:**

### Background

For many years, Pinto Lake Park was operated by a consultant, with City staff solely responsible for the maintenance of grounds, collection of garbage, and general park cleanup. The Consultant was expected to facilitate park reservations for camping and group picnics; serve as beachmaster in overseeing boating operations, including boat inspections and the rental of rowboats and paddle boats; provide fishing supplies; collect various park fees, including camping, picnic reservation fees and weekend parking fees.

The City provided a modular home for a monthly lease, and an office, including utilities and water, garbage and sewer service as part of the agreement. The modular home serves to house the caretaker/consultant and/or its personnel, 24 hours a day, seven days a week and year-round. A separate Lease was required for occupancy of the modular home located at Pinto Lake Park.

For 23 years, from 1983-2006, the City held an agreement with Patricia McQuade for consultant services. Following Patricia McQuade, Peggy S. Stone then served for a short time as Consultant from 2006-2010. In 2010, the Council re-hired Patricia McQuade through a new Consultant and Lease for a four-year term, with the option of two additional two-year extensions (through August 2018). Patricia McQuade passed away in April 2017, prior to the end of the last extension.

Following the death of Patricia McQuade, the City transitioned to managing operations at the park in-house, utilizing teammates under the Parks and Community Services Department (PCS). A City employee was also identified to serve as the Night Caretaker and occupy the modular home. The intent of this shift was to grow programming at the Park and increase City revenue to support PCS operations. Over the past few years, the City has struggled with maintaining a consistent team at the Park, adversely impacting our ability to grow recreation programs, events and operations, and the full time Recreation Coordinator position assigned to the park has remained vacant the majority of the time.

Net revenue generated at the park has also been inconsistent, as the City, in addition to maintenance responsibilities, assumed responsibility for the costs to operate the entire park operations. While operating under a consultant agreement, the facility generated, on average, a net of \$25,000 in annual revenue, not including administrative and maintenance expenses. Since bringing operation of the park in-house, net revenue has been inconsistent (most years requiring General Fund subsidy), while also requiring a significant amount of administrative oversight.

**Net Profit/Loss for Pinto Lake** (not including administrative and maintenance expenses)

					- 1 /
FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
\$25,056*	\$26,300*	-\$18,614	\$74,000*	-\$18,179	-\$11,145**
Under	City	First full year	Pinto FTE	Pinto FTE	**Projected
Consultant	assumed	of City	was vacant	was vacant	
Agreement.	operations	operations	for most of	for most of	
	mid-year		year.	year. Park	
				closed	
				March-June	
				due to	
				COVID.	

<sup>\*</sup>Adjusted to account for utilities (average of \$13,000 per year).

## **Request for Proposals Issued**

Due to difficulties in achieving the goal of expanding programming and events at the Park and inconsistencies in net revenue generation to cover City costs of the operation, City staff issued a Request for Proposals (RFP) to identify a new Park Consultant to assist the City in achieving the following goals:

- 1. Ensure the safe use of Pinto Lake City Park by all City residents, visitors and staff, by applying and enforcing all applicable laws, ordinances, regulations of all local, State and Federal governing bodies.
- 2. Maximize the use of Pinto Lake City Park by City residents and visitors by
  - a. Prioritizing community access,
  - b. Delivering creative programming and marketing strategies,
  - c. Maintaining facilities and equipment according to high standards, and
  - d. Providing exceptional service that results in high levels of customer satisfaction.
- 3. Maintain consistent and open communication with City staff on operations, incidents and financial reporting.

Proposals were due on September 11, 2020 and the City received one response from Main St. Enterprise, Inc. The proposal met the RFP qualifications and Main St. Enterprise, Inc. advanced to an interview with an RFP Selection Committee. The Selection Committee used the following criteria for evaluation:

- Understanding of the scope of work to be performed
- Response to the project objectives and scope outlined in the RFP
- Creativity and problem solving provided in proposal
- · Ability to meet the goals outlined in the RFP
- Qualifications and experience as it relates to the scope of work in the RFP
- References and satisfactory record of performance
- Proposed compensation to City

The selection Committee recommended Main St. Enterprise Inc. for Management of Pinto Lake Park. Out of a maximum score of 100 points, the Selection Committee rated Main St. Enterprise, Inc. at an overall average score of 84.3.

## **Experience and Qualifications of Main St. Enterprise, Inc. (MSE)**

Main St. Enterprise Inc. is a small business located in Watsonville that was established in 2018. According to the proposal, MSE "strives to increase community unity through the development of events and strong partnerships. Main St. Enterprise Inc. focuses on helping other organizations grow their business through advertisement, event planning, special events and partnerships." The President of MSE has also served as the Watsonville Farmers Market Manager since 2001, responsible for planning and managing activities for each market, maintaining positive relationships with all vendors, ensuring compliance with all market regulations, keeping records and submitting appropriate paperwork needed to run a certified farmers' market, partnering with the City on special events and providing excellent communication with City Officials, market participants and customers. Staff believes that this experience in managing the operations of the market, advertising, record keeping, working proactively with the City and providing high levels of customer service will aid in MSE's success at Pinto Lake Park. It is expected that the proposer's experience in managing special events will also be instrumental in expanding programs and events offered to the community at the Park.

#### **Park Management Services Contract**

The term of the Park Management Services (Consultant Services) Contract is for a period of two (2) years commencing on April 5, 2021, through April 30, 2023.

The Consultant shall collect and retain all fees and revenue collected at Pinto Lake Park. Moreover, the Consultant will make payment to the City for use of the Park in the amount of \$800.00 per month (subject to CPI increase each year of the Contract); pay an annual Telephone Service Fee based upon actual costs incurred by the City; and will pay to the City an annual Bonus Payment Fee that is based upon a percentage of the annual Gross Receipts collected by Consultant as follows:

## Gross Receipts Bonus Payment Percentage

\$0 to \$49,999 3% \$50,000 to \$99,999 10%

Over \$100,000 14% (Increase to 15% effective January 1, 2022)

#### **Lease for Modular Home**

The residential lease by the Consultant is for a three (3) bedroom and two (2) bath modular home located at Pinto Lake Park in the City of Watsonville. The term of the lease will commence on April 5, 2021, and tenancy shall be from month-to-month. The residential lease is contingent upon "tenant" (Consultant and/or its personnel) serving as Consultant of Pinto Lake Park. The tenant shall pay a monthly rent of \$500.00 and a security deposit of \$500.00 will be required to be paid by the tenant.

#### **Park User Fees**

The Council last adopted Services Fees for Pinto Lake (fees paid by park users for vehicles, launch fees, RV camping, etc.) on June 14, 2016 (Resolution No. 97-16 (CM)). As we recover from the COVID-19 pandemic, it is recommended that the current Pinto Lake Service Fees remain as is. Fees for use of the baseball field and picnic areas will also remain consistent with PCS rental fees. Staff will revisit these fees as operations normalize.

#### STRATEGIC PLAN:

02-Fiscal Health – It is anticipated that the Consultant Contract will stabilize the anticipated annual net revenue generated at the Park to support maintenance operations and reduce the administrative support required to operate the Park with City staff.
05-Community Engagement & Well-Being – It is anticipated that the Consultant will develop programs and events that maximize the use of the Park by the community.

#### FINANCIAL IMPACT:

It is anticipated that the Consultant Contract will stabilize the anticipated annual net revenue generated at the Park to support maintenance operations and reduce the administrative support required to operate the Park with City staff. It is anticipated that in the first year of this contract, the Consultant's payment to the City will be approximately \$29,000, so long as Park operations are not affected by COVID related closures. Through the FY 21-23 budget development process, staff will adjust the budget accounts for Pinto Lake (687) to reflect these changes.

#### **ALTERNATIVE ACTION:**

The Council may elect to not approve this contract. Subsequently, staff would continue to manage operations at Pinto Lake.

#### ATTACHMENTS AND/OR REFERENCES (If any):

1) Resolution No. 97-16 (CM) - Pinto Lake Service Fees

## RESOLUTION NO. 97-16 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING AND ADOPTING CERTAIN FEES RELATING TO THE USE OF FACILITIES AT PINTO LAKE PARK IN THE CITY OF WATSONVILLE

Rescinds Resolution No.'s 277-06 (CM) and 183-09 (CM) Amends Resolution No. 325-00 (CM)

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

- 1. That the City Council does hereby amend and adopt certain fees for the use of facilities at Pinto Lake Park as listed in Exhibit "A", attached hereto and incorporated herein by this reference.
- 2. That the aforementioned amended fees, rates, and charges shall supersede any and all fees of the City inconsistent therewith and shall be effective immediately.

\*\*\*\*\*\*\*\*\*

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the \_\_14th\_ day of \_\_June\_\_, 2016, by Member Coffman-Gomez , who moved its adoption, which motion being duly seconded by Member \_\_\_\_\_, was upon roll call carried and the resolution adopted by the following vote:

AYES:

COUNCIL MEMBERS:

Bilicich, Cervantez Alejo, Coffman-

Gomez, Dutra, Garcia, Hurst,

Hernandez

NOES:

COUNCIL MEMBERS:

None

ABSENT:

COUNCIL MEMBERS:

None

ATTEST:

APPROVED AS TO FORM:

Attorne

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 97-16 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 14th day of <u>June</u>, 2016, and that the foregoing is a full, true and correct copy of said Resolution.

Beatriz Vázguez Flores, City Clerk

## **PINTO LAKE SERVICE FEES**

SERVICE FEE		
	Resident	Non Resident
Vehicle Entry Fee		
Day use (weekends & holidays)	\$2.00	\$3.00
Six month day use permit	\$15.00	\$22.50
Annual day use permit	\$25.00	\$37.50

Boat Trailer Parking Fee	\$4.00	\$6.00
Six month permit	\$15.00	\$22.50
Annual Permit	\$25.00	\$37.50
Launch Fees (Includes safety, equipment inspection, state license check, etc.)	\$10.00	\$10.00
Annual Launch Permit	\$60.00	\$80.00

Seniors, aged 62 years and older, and person with disability (those with CA State Disability Placards in their automobile license plate) shall be granted fifty percent (50%) discount on vehicle, boat trailer or launch fees

Recreational Vehicle Camping Fee	\$45.00 per night	\$45.00 per night
One to two persons in one travel trailer	\$2.00 per night	\$2.00 per night
Each additional person or pet	\$5.00 per night	\$5.00 per night

Service pets with proper documentation and certification will not be charged a per night fee

Dump Station Fee	\$10.00	\$10.00
Boat Storage Fee	\$30.00 per month	\$37.50 per month

Boat Rental Fee	\$10.00 per hour	\$10.00 per hour
	\$25.00 per half day	\$25.00 per half day

Boat and Watercraft Inspection Fee		
Inspection Fee per canoe, kayak, inflatable up to 12 ft.	\$10.00	\$10.00
Inspection Fee per boat, and inflatable over 12 ft.	\$12.00	\$12.00

## RESOLUTION NO.\_\_\_\_\_(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING CONTRACT TO MAIN ST. ENTERPRISE, INC., A CORPORATION, TO PROVIDE MANAGEMENT OPERATIONS AND SERVICES (CONCESSIONAIRE SERVICES) AT PINTO LAKE PARK LOCATED AT 451 GREEN VALLEY ROAD, WATSONVILLE; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, § 3-5.500 of the Municipal code provides that an RFP or RFQ process is found to be an effective and efficient way to procure professional services and procurement of professional services shall be based on proposals solicited from capable professionals and be evaluated based on a combination of factors including education, training, experience and demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, a Request for Proposals (RFP) was issued on August 12, 2020, requesting interested entities and/or individuals to provide management operations and services for the City of Watsonville's Pinto Lake Park; and

WHEREAS, the deadline for submittal of Request for Proposals was September 11, 2020; and

**WHEREAS**, the City Manager has recommended that the proposal from Main St. Enterprise, Inc., a corporation, be accepted as the best response.

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

- 1. That the proposal of Main St. Enterprise, Inc., a corporation, is hereby accepted.
- 2. That the Contract for Consultant Services between the City of Watsonville and Main St. Enterprise, Inc., a corporation, for the provision of management operations

and services for the City of Watsonville's Pinto Lake Park, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

- 3. Consultant shall file FPPC form 700s and 805s pursuant to section 20 of the Contract.
- 4. That the City Manager be and is hereby authorized and directed to execute the Contract for and on behalf of the City.

\*\*\*\*\*\*\*\*\*\*

## CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND MAIN ST. ENTERPRISE, INC.

**THIS CONTRACT**, (the "Contract") is made and entered into this <u>5<sup>TH</sup> day of April</u>, <u>2021</u>, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Main St. Enterprise**, **Inc.**, hereinafter called "Consultant."

#### WITNESSETH

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS,** Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be for two (2) years which term shall commence on April 5, 2021 and expire on April 30, 2023, unless sooner terminated under the provisions of this Contract.

If Consultant has substantially and satisfactorily complied with the terms of both this Contract and the Lease entered into between the City and the Consultant on or about April 5, 2021, and fully incorporated herein (referred to as the "Lease" and attached as Exhibit "E") and subject to termination under Section 12 hereof, Consultant shall thereafter have one (1) option to renew this Contract for two (2) years (the "Option Term"). The City may refuse the Option Term or to otherwise renew this Contract if the City has notified the Consultant of any breach of either this Contract or the Lease during the prior term.

Such option may be exercised by written notice delivered to the City Clerk by November 1, 2022. Other than the fees during the Option Term, such option to renew this Contract is on the same terms and subject to the same conditions. If the City does not agree as to the fees for the Option Term within sixty (60) days, then the exercise of the option to renew shall become void and of no further force or effect.

SECTION 3. CITY MAY TERMINATE THE CONTRACT IF CONSULTANT IS NO LONGER OCCUPYING THE MODULAR HOME AT PINTO LAKE PARK PURSUANT TO RESIDENTIAL LEASE. This Contract and all conditions, covenants, and provisions contained in this Contract may, at the sole discretion of the City, be terminated without prior written notice if, for any reason, the Consultant, his agents, employees, or officers are no occupying the modular home at Pinto Lake Park pursuant to the Lease.

Violation of any condition, covenant, or provision of the Lease will also serve as a violation of this Contract and may, at the sole discretion of the City, result in the immediate termination of this Contract. No prior written notice of termination will be necessary if the City chooses to terminate this Contract as a result of any violation of the Lease.

**SECTION 4. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 5. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 6. METHOD OF PAYMENT**. Method of payment shall be as set out in Exhibit C.

**SECTION 7. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 8. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 9. INDEMNIFICATION.** Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against

any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

#### SECTION 10. INSURANCE.

- A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:
- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.
- C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

- D. Consultant shall obtain and maintain a Blanket Fidelity bond in the principal sum of twenty-five thousand dollars (\$25,000) which shall cover the acts and conduct of Consultant and its agents and employees. Consultant shall satisfactorily provide proof of bond to the City Clerk on an annual basis and in advance of each year of the Contract term.
- E. Consultant shall obtain a City of Watsonville Business License on an annual basis. Consultant shall satisfactorily provide proof of license to the Clerk on an annual basis and in advance of each year of the Contract term.
- F. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self-insured retention is increased.

**SECTION 11. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

#### SECTION 12. TERMINATION.

Α. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, the City may send written notice of the breach to the Consultant at the address identified in Section 22 of this Contract. Material obligations include, but are not limited to, (1) paying all sums owed to the City under this Contract; (2) performing work professionally, courteously, and respectfully; (3) providing high quality customer service; (4) obtaining and maintaining all permits or licenses that may be required in connection with the operation of the concessions; (5) implementing established City Council approved fees for the Park; (6) collecting, receiving, and depositing all Park fees into a separate business account, including day use fees, camping fees, picnic reservations use and deposit fees, boat inspection fees, launch fees; (7) submitting all documents and reports to the city as detailed in Exhibit "B"; (8) maintaining the Park and all equipment in a clean, safe and usable condition; (9) developing and implementing a public relations and marketing program; (10) causing, to the best of Consultant's ability, all rules and regulations of the City of Watsonville, County of Santa Cruz, or State of California to be obeyed. particularly as they apply to boating and water safety, as they now or hereafter may exist relating to boating on the lake and use of the Park for such purposes; (11) paying all debts incurred for the purchase of supplies, materials, office equipment and supplies for use in, or in connection with the operation and maintenance of concessions; (12) complying with all conditions, covenants, and provisions contained within the Lease; (13) complying with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. (14) Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

If it is a monetary breach of this Contract, the Consultant shall have ten (10) days to cure the breach. In addition to all other remedies provided by law, the City may

terminate this Contract immediately upon written notice if the monetary breach is not cured prior to the expiration of that period.

If it is a non-monetary breach of the Contract, the Consultant shall have ten (10) days to cure the breach. However, if the nature of the non-monetary breach is such that the same cannot reasonably be cured within said ten (10) day period, Consultant shall not be deemed to be in default if Consultant shall within such period commence such cure and thereafter diligently prosecute the same in completion. In addition to all other remedies provided by law, the City may terminate this Contract immediately upon written notice if the non-monetary breach is not cured within said ten (10) day period or, if the nature of the breach is such that it cannot reasonably be cured in within said ten (10) day period and thereafter diligently prosecuted the same to completion.

The Residential Lease attached hereto as Exhibit "E", shall immediately terminate upon termination of this Contract.

- B. If Consultant fails to perform any of its obligations under the Lease, in addition to all other remedies provided by law, City may terminate this Contract immediately without notice.
- C. The City Manager is empowered to terminate this Contract on behalf of City.
- D. In the event of termination, Consultant shall deliver to City copies of all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the Park fees and revenue collected and shall include the corresponding park activities, work papers, schedules, reports and other work performed by Consultant and upon receipt thereof.

**SECTION 13. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 14. GOVERNING LAW**. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

**SECTION 15. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

Notwithstanding these facts, this Contract is executed in conjunction with the Lease and any violation of the Lease shall be deemed a violation of the Contract and may be grounds for termination of the Lease.

**SECTION 16. CONFIDENTIAL INFORMATION.** Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

**SECTION 17. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 18. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 19. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

#### **SECTION 20. CONFLICT OF INTEREST.**

- A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 21. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the Park fees and revenue collected and shall include corresponding park activities conducted in provided park management and concessionaire services, and shall furnish to City, its authorized agents and employees,

such other evidence or information as City may require with respect to any such revenue paid to Consultant. City shall have the right at any time and from time to time to audit all of the books of account, bank statements, documents, records, returns, papers and files of Consultant relating to Gross Receipts and business transacted, and, on request by City, Consultant shall make all such matters available for examination. If City should have an audit made for any fiscal year or calendar year and the Gross Receipts and business transacted a shown by Consultants statement for such year should be found to be understated by more than three percent (3%), Consultant shall immediately pay to the CITY the cost of such audit as well as the additional percentage due and payable by Consultant to City.

**SECTION 22. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

#### **CITY**

#### CONSULTANT

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040 Jesus Madrigal 419 Prospect Street Watsonville, CA 95076 (831) 588-7366 chuymad@gmail.com

#### **SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

Exhibit D: List of City Assets available for use by Concessionaire

Exhibit E: Residential Lease

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# **WITNESS THE EXECUTION HEREOF,** on the day and year first hereinabove written.

CITY	CONSULTANT
CITY OF WATSONVILLE	
BY  Matthew D. Huffaker, City Manager	BY Jesus Madrigal [Title]
ATTEST:	
BY	
Beatriz Vázquez Flores, City Clerk	
APPROVED AS TO FORM:	
BY	
Alan J. Smith, City Attorney	

#### **EXHIBIT "A"**

#### SCOPE OF SERVICES

The Consultant will be responsible for the daily operations of Pinto Lake Park, herein called "Park," located at 451 Green Valley Road, Watsonville, CA 95076, to include the following:

#### I. MANAGEMENT OF THE PARK

- a. Hire, train and supervise all personnel required to supervise the Park on a twenty-four (24) hour basis and maintain continuous residence in the Cityowned mobile home at the Park. to ensure the security of the Park to the public. Consultant will require, at Consultant's expense, criminal background checks for all employees at time of hire. Bilingual language skills highly desirable for all employees;
- Respond to any and all emergencies that threaten the life or safety of Park patrons or employees, to the extent affordable through staff training or as required by law, and report such emergencies to the Parks and Community Services Director and emergency medical services, law enforcement or other appropriate entities;
- c. Facilitate public access to the Park, open the Park to the public at 7:00 AM and lock gates and close the Park at sunset each day, provided however, that Consultant will make arrangements for reasonable ingress and egress for park patrons using the camping facilities;
- d. Post and collect Park fees (established by the City Council), including camping fees, boat inspection fees, picnic facility reservation fees, week-end parking fees, and others, while maintaining accurate financial records. All fees shall be deposited into a separate business account and shall not be comingled with any other business or personal funds.;
- e. Facilitate reservations for all amenities, including camping, pavilion and picnic rentals, ballfield rentals and rental of boat and other City-owned equipment in an efficient manner that provides excellent customer service;
- f. Provide personnel to serve as the "Camp Host" for the RV Park to oversee campers and assure compliance with Park and City regulations, provide customer service, identify problems, settle disputes, etc. to provide a safe and enjoyable customer experience;
- g. Provide personnel to serve as "Beach Master" and oversee boating operations and launching, in compliance with all local, State and Federal regulations, including the rental of Consultant-owned and City-owned equipment, including but not limited to rowboats and peddle boats, lifejackets, etc. to provide a safe and enjoyable customer experience;
- h. Supervise and maintain responsibility for any events (except for events hosted by the City of Watsonville) that take place at the Park, with approval and permit from City's Parks and Community Services Director or designee;
- Communicate policies and procedures, fees and other pertinent information for Park operations to Park users through signage, website, brochures, handouts, etc. in English and Spanish to maximize Park use and ensure customer compliance;

- j. Maintain all City-owned equipment and facilities (listed in Exhibit "D") and Consultant-owned equipment, so they remain clean and can be used safely by the public and staff and is consistent with the provision of a high level of service. Consultant shall be solely responsible for the maintenance of Consultant-owned equipment and facilities. Consultant shall be responsible for maintenance or replacement required of City-owned equipment and facilities caused by general wear and tear, up to the amount of \$500. The City shall be responsible for maintenance or replacement required of City-owned equipment and facilities caused by general wear and tear, for maintenance/replacement costs that exceed \$500. Equipment and facilities that are damaged, lost or stolen while under the care and use by Consultant or its agents shall be the responsibility of Consultant to replace lost or stolen equipment at Consultant's expense;
- k. Inspect restrooms, keep them supplied, and in an emergency clean them (all supplies for restrooms shall be furnished by City) to maintain their cleanliness:
- I. Perform work professionally, courteously, respectfully and provide high quality customer service in interactions with the public to create an environment whereby Park patrons are safe and have a good experience. Consultant shall routinely distribute a customer service feedback survey to park patrons; summarize results and forward surveys and results to the City;
- m. Submit park patron complaint forms within 24 hours upon Consultant's receipt of complaint to Parks and Community Director or his/her Designee.
- n. Ensure that Park and patrons and personnel, including those reserving the picnic areas, maintain the area clean of all papers, trash, and debris following use to maintain a clean environment;
- o. Maintain Park drains free from debris to prevent flooding;
- Obtain and maintain up to date, at Consultant's own expense, any and all permits or licenses that may be required in connection with the operation of the concessions;
- q. Pay all debts incurred for the purchase of supplies, materials, office equipment and supplies for use in, or in connection with the operation and maintenance of concessions.
- r. Optional:
  - i. Consultant may also choose to operate, with approval of the City's Parks and Community Services Director or designee, snack/beverage concessions or vending machines for the convenience of park users;
  - ii. Consultant may also choose to operate, with approval of the City's Parks and Community Services Director or designee, a bait concession, in compliance with CDFH regulations, for the convenience of fishermen

#### II. COMPLIANCE WITH RULES AND REGULATIONS

a. In the use and occupancy of the Park and in the conduct of all business, activities and transactions thereon, Consultant will comply with and enforce all applicable laws, ordinances, rules, regulations, and orders of the City of

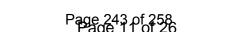
- Watsonville, County of Santa Cruz, or any governmental subdivision, body or authority, including all Federal, State, and municipal laws and ordinances;
- Consultant shall not use or permit the Park, or any part thereof to be used, for any other purpose or purposes for which the Park is approved without first obtaining the written consent of the City's Parks and Community Services Director or designee;
- Enforce Park rules and regulations as set forth in Chapter 10.1.01 of City's Municipal Code for Pinto Lake Park and as set forth in Chapter 10.2.01 for City Parks;
- d. Comply with the rules and regulations of the City of Watsonville and the State of California, as they apply to boating and water safety, and as they now or hereafter may exist relating to boating on the lake and use of the Park for such purposes. Rules and regulations governing boating and water safety must be strictly enforced at all times;
- e. Implement and manage the Park Boat Inspection Program, Prevention Strategies and boat inspection fees to prevent Zebra and Quagga Mussel infestation as approved by City Council.
- f. Regularly inspect and record inspection of all boating and safety equipment to ensure it meets all State boat safety standards and laws. Any equipment not passing such inspection shall be immediately removed from service;
- g. In the conduct of concession operations, Consultant shall not unreasonably interfere with the property, interests, operations or activities of the City;
- h. Acquire all necessary permits for special events, except for those sponsored by the City, that take place at the Park.

#### III. CARETAKER RESIDENCE

- a. The Consultant shall maintain continuous residence for a caretaker in a mobile home at the park. A Residential Lease has been entered into between the Consultant and the City and is attached as Exhibit "E" and incorporated fully herein (the "Lease"). The Lease and all conditions, and provisions contained in the Lease are contingent upon the Consultant continuing, without interruption, to serve as the Consultant for Pinto Lake Park pursuant to this Consultant Contract. The Lease shall be automatically terminated upon termination of this Contract.
- b. City, without charge to Consultant, shall furnish gas, electricity, water, solid waste service and sewer service for Consultant's mobile home.
- c. Consultant shall be charged a lease fee for occupancy of City-owned mobile home in the amount agreed upon by the City, as part of the Consultant's Contract. Consultant shall be required to provide refundable mobile home security deposit of \$500. A separate Lease will be required for occupancy of City-owned mobile home.

#### IV. CITY SPONSORED AND CO-SPONSORED PROGRAMS

a. Consultant shall cooperate with City to accommodate the seasonal use of the baseball field by the Watsonville American Little League by City Council-approved Contract. Shall meet annually with League President or designee and the City's Parks and Recreation Director to determine appropriate operational responsibilities of the League and Consultant. Discussion items shall include



- issues of scheduling including pre-season practices, regular season and post-season tournaments, cleaning of league generated trash, parking and facility use fees.
- b. Consultant shall cooperate with City and its designated Departments to develop additional programs, activities, and special events at the Park, including but not limited to sailing and fishing programs, day camps, field trips and others as may be developed from time to time, and will collaborate on development of storage facilities for program-required supplies and equipment. Special event permit fees shall be waiver for events hosted by Consultant.

#### V. DOCUMENTS AND RECORDS

- Keep accurate and complete records and accounts of all receipts, collections, fees, sales and business transacted and provide City access to such records and accounts to ensure financial accountability;
- b. Keep and preserve for at least eighteen months (18) after the end of each month all cash register tape readings, bank books, or duplicate deposit slips, and other evidence of Gross Receipts and business transacted. "Gross Receipts" shall include the entire amount of the fee collected and prices charged, whether wholly or partly for cash or on credit, or otherwise, for all receipts, collection fees, sales and rentals of every kind and description, made in, upon, or resulting from the conduct of business;
- c. Maintain regular communication with City's Parks and Community Services Director, or designee, regarding issues, incidents and emergencies;
- d. By the 10<sup>th</sup> of each month, prepare and submit to the City's Parks and Community Services Director
  - A detailed report summarizing the previous month's activities, including usage numbers, programs, problems and incidents and other information pertinent to the achievement of the goals listed in this RFP.
  - ii. A detailed financial report, summarizing revenue collected in the previous month for each fee category.
- e. At the City's request (not more than annually), and at the Consultant's expense, conduct a financial audit of Consultant's operations of the Park.

#### VI. RESPONSIBILITIES OF THE CITY

The City maintains the general park and recreation areas including the care of lawns, trees, vegetation, parking area, buildings, restrooms, camping area, and Little League ball field. The City will consider proposals that include the maintenance of the park, although this is not required. Entities interested in assuming these maintenance responsibilities should indicate this in their proposal.

## **EXHIBIT "B"**

## **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

Serv	ice	Schedule
1.	Management of Park	Duration of Contract
	I. Consultant shall routinely distribute a	I. By the 10 <sup>th</sup> of the month for
	customer service feedback survey to park	the previous month
	patrons; summarize results and forward	
	surveys and results to the City;	Mari Call
	m. Submit park patron complaint forms to	m. Within 24 hours upon
	Parks and Community Director or his/her Designee.	Consultant's receipt of complaint
	Designee.	Complaint
II.	Compliance with Rules, Regulations, and Laws	Duration of Contract
III.	Caretaker Residence	Duration of Contract
IV.	City Sponsored and Co-Sponsored Programs	Duration of Contract
V.	Documentation and Records	
	d. Prepare and submit to the City's Parks and	
	Community Services Director:	Manufaka Dananta Bartha Aothar
	i. Monthly	Monthly Reports: By the 10 <sup>th</sup> of
	<ul> <li>i. A detailed report summarizing the previous month's activities,</li> </ul>	the month for the previous month.
	including usage numbers,	inonti.
	programs, problems and incidents	
	and other information pertinent to	
	the achievement of the goals listed	
	in this RFP.	
	<ol> <li>ii. A detailed financial report,</li> </ol>	
	summarizing revenue collected in	
	the previous month for each fee	
	category. <i>ii. Quarterly</i>	Quartarly Paparta: By the 20th
	<ul><li>ii. Quarterly</li></ul>	Quarterly Reports: By the 20 <sup>th</sup> day of the months of January,
	Statement produced by a Certified	April, July, September for the
	Public Accountant, commissioned	previous quarter
	by Consultant. Certified Public	process question
	Account fees shall be the	
	responsibility of the Consultant.	
	Should any discrepancies arise in the monthly	
	activity and financial summary reports and	
	payment to the City by Consultant, such	
	discrepancies will be reviewed and mutually	
	resolved in a reasonable period of time by City	
	and Consultant not to exceed 14 days.	

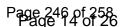
#### **EXHIBIT "C"**

#### COMPENSATION

1. **TOTAL COMPENSATION TO CONSULTANT.** The Consultant shall collect and retain all Park fees and revenue collected including day use fees, concession revenue, camping fees, picnic reservations use and deposit fees, boat inspection fees, launch fees, boat trailer parking fees, boat rental fees, permit fees, and week-end parking fees.

The Consultant, its agents, or employees shall occupy the modular home located at Pinto Lake at a discounted rental amount pursuant to the Lease attached hereto as Exhibit "E". The discounted rental amount is part of the compensation available as part of this Contract.

- 2. **PAYMENT TO CITY BY CONSULTANT.** Payment(s) to City for use of Park as performed under this contract shall be made as follows:
  - a. Park Use Fee Paid to City: \$800.00 paid each month
    - i. The Park Use Fee shall be paid monthly in advance on the First day of each month, free from all claims and demands against Consultant of any kind or nature or description whatsoever and without deduction or offset, except as provided in subsection (iv) below, commencing on the date the Contract term commences, and continuing for the term. In the event the Contract term does not commence on the first day of the month, then the Park Use Fee shall be prorated to the first of the month so as to provide for subsequent payments on the first of the month.
    - ii. The Park Use Fee shall be paid in form of cash, check, or money order and made payable to the City of Watsonville at the following address:
      - 250 Main Street, Watsonville, CA 95076, or at any other place designated by the City from time to time.
    - iii. Park Use Fees not received by the City by the tenth (10th) of the month shall bear a late payment fee of ten percent (10%) per annum of the amount due.
    - iv. Should revenue generating Park operations (including both the RV Park and activities associated with water access) be forced to close due to local, State or Federal mandates, flooding or other catastrophic events, and due to no fault of the Consultant, the Park Use Fee shall be waived and/or pro-rated during such closure.
  - b. **Telephone Service Fee:** Fee is based upon Consultant's use of the City phone number and phone service. The fee shall be based upon costs paid by the City as charged by the phone company. The Consultant shall pay fees on an annual basis for a twelve-month period of telephone services. This fee shall be paid to the City within fifteen days upon receipt of invoice from the City. Payments not received by the due date shall bear a late payment fee of ten percent (10%) of the amount due.
  - c. Bonus Payment Fee: Fee is based upon annual Gross Receipts.



Gross Revenue	Fee
\$0-\$49,999	3%
\$50,000-\$99,999	10%
Over \$100,000	14%

- i. The percentages referenced above shall be due on the thirty-fifth day following the end of the calendar year and shall be paid within ten (10) days after the due date; and, shall be determined on the basis of the sales and business transacted for such year.
- ii. "Gross Receipts" shall include the entire amount of the fee collected and prices charged, whether wholly or partly for cash or on credit, or otherwise, for all receipts, collections fees, sales and rental of every kind and description, made in, upon, or resulting from the conduct of business.
- iii. "Gross Receipts" shall not include, or if included, there shall be deducted (but only to the extent they have been included), as the case may be, the amount of any sales tax due the City, County, and State on sales from the Park where such taxes are both added to the selling price or absorbed therein and paid to the taxing authority by Concessionaire (but not by any vendor of Consultant).
- iv. Payments not received by the due date shall bear a late payment fee of ten percent (10%) of the amount due.
- d. Annual Periodic Cost of Living Adjustment. The Park Use Fee shall be adjusted annually, every July 1<sup>st</sup>, beginning July 1, 2022 and each July 1<sup>st</sup> thereafter using the rate of April to April change in Consumer Price Index (CPI) for All Urban Consumers San Francisco-Oakland-San Jose, California. If the index published nearest the adjustment date ("extension index") has increased over the "beginning index", the Park Use Fee for the following year shall be set by multiplying the Park Use Fee by a fraction, the numerator of which is the extension index and the denominator of which is the beginning index. The "beginning index" is defined as the first monthly Park Use Fee as set forth in this Exhibit C, Paragraph 1, for the first adjustment to be made after one (1) year, and is thereafter defined as the new monthly Park Use Fee thereafter established, after each adjustment date for each year of the remaining Contract term.
- e. Bonus Payment Fee Increase. Notwithstanding subection 2(d) above, and commencing with calendar year 2022, the Fee for Gross Revenue over \$100,000 shall increase to 15%.

## LIST OF CITY ASSETS AVAILABLE FOR USE BY CONCESSIONAIRE

The City acquired the following assets and are available for use by the Concessionaire during the term of the Contract.

- A. 1 Mobile Home (3 bedroom-2 bath)
- B. 1 Office
- C. 1 Storage Shed
- D. 4 Pedal Boats
- E. 5 Aluminum, 5 Fiberglass Rowboats & 1 Boat Trailer
- F. 2 Electric Motors & Gas Motor, 8 boat batteries
- G. 114 Life vests & Boating Jackets
- H. 6 set of Oars
- 1 Gas Generator
- J. 16 Gallon Shop Vacuum
- K. 1 Four Bank Battery Charger
- L. 2 Lounge Chairs & 1 Fire Pit
- M. 1 Tent (10'x'20')
- N. Tool shed/Workshop (8' x 20')
- O. Boathouse (10' x 12')
- P. Power, water hookups and sewer service to RV sites
- Q. 1 dump station
- R. Website www.pintolake.com
- S. Park phone line and number (monthly bill to be paid for by Concessionaire)

#### RESIDENTIAL LEASE

This Residential Lease ("Lease") is made this fifth day of April, 2021 by and between the City of Watsonville, a municipal corporation, (referred to as "Landlord), and Main St. Enterprise, Inc., a California corporation (referred to as "Tenant").

#### **Section 1. Lease**

Tenant leases from Landlord a three (3) bedroom and two (2) bathroom modular home located at Pinto Lake Park in the City of Watsonville, subject to the terms and conditions contained in this Lease. (referred to as "Leased Premises").

#### Section 2. Term

The term of this Lease shall commence on 12:01 a.m. on the fifth (5<sup>th</sup>) day of April 2021 and shall be for a tenancy from month-to-month. Notwithstanding the stated term, as detailed in section three (3) of the Lease, the Tenant continuing to be in contractual service with the Landlord as Concessionaire of Pinto Lake Park is a condition concurrent to this Lease and this Lease will terminate on the date that Tenant ceases serving as Concessionaire of Pinto Lake Park.

## Section 3. Lease Contingent upon Tenant Serving as Concessionaire of Pinto Lake Park

The Lease and all conditions, covenants, and provisions contained in the Lease are contingent upon the Tenant continuing, without interruption, to serve as the Concessionaire for Pinto Lake Park pursuant to the Contract for Consultant Services entered into between the Landlord and the Tenant on or about April 5, 2021 and fully incorporated herein (references to "Consultant" in the Contract shall mean the same party as "Concessionaire" and "Tenant" herein). It is a condition concurrent to this Lease that Tenant serve as Concessionaire of Pinto Lake Park and the Lease will be automatically terminated if, for any reason, the Tenant is no longer serving as Concessionaire of Pinto Lake Park and no prior notice will be necessary if Landlord chooses to initiate an unlawful detainer to regain possession of the Leased Premises.

An uncured violation of any material condition, covenant, or provision of the Contract will also serve as a violation of the Lease and may, at the sole discretion of the Landlord, result in the immediate termination of this Lease and no prior notice will be necessary if Landlord chooses to initiate an unlawful detainer to regain possession of the Leased Premises. Tenant is required vacate the premises within three (3) days from the termination of the Contract.

## **Section 4. Rent**

A. Tenant shall pay to the Landlord monthly rent in the amount of Five Hundred dollars (\$500.00). The rental fee shall be paid monthly in advance on the first day of each month, free from all claims and demands against Landlord of any kind or nature or description whatsoever and without deduction or offset, commencing on the date the Lease commences, and continuing for the term. In the event the Lease does not commence on the first day of the month then the rental fee shall be prorated to the first of the month so as to provide for subsequent payments on the first of the month. The rent shall be adjusted annually, every July 1<sup>st</sup>

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beginning July 1, 2022, and each July 1<sup>st</sup> thereafter using the rate of April to April change in the Consumer Price Index (CPI) for All Urban Consumers San Francisco-Oakland-San Jose, California.

- B. Rent shall be paid in the form of cash, check, or money order and made payable to the City of Watsonville.
- C. The rental amount is a discounted sum offered as part of the compensation available to the Concessionaire of Pinto Lake. It is a condition concurrent to this Lease that Tenant serve as Concessionaire of Pinto Lake Park and the Lease will be automatically terminated if, for any reason, the Tenant is no longer serving as Concessionaire of Pinto Lake Park.
- D. The Tenant has been advised in paragraph 39 of this Lease to seek independent Tax counsel regarding the effects of this lease, which include, but are not limited to, any effect(s) from receiving a discounted rental amount as part of the compensation available to him or her as Concessionaire of Pinto Lake Park.
- E. The lease fee shall be paid to the Landlord at the following address: 250 Main Street, Watsonville, CA 95076, or at any other place designated by Landlord from time to time.
- F. Lease fee not received by Landlord by the fifth (5th) of the month shall bear a late payment fee of ten per cent (10%) per annum of the amount due.

#### Section 5. Utilities

Landlord shall be responsible for the payment of all utilities and services to the Leased Premises other than telephone service. This includes, but is not limited to: One Hundred percent (100%) of the sewer, water, garbage, electricity, and gas. The landlord shall pay the telephone company for any and all charges incurred by the Tenant and, thereafter, shall seek reimbursement for all payments made from the Tenant. The Tenant shall reimburse the Landlord for all telephone charges within fifteen (15) days of the request for reimbursement being made. Payments not received by the due date shall bear a late payment fee of ten percent (10%) of the amount due.

#### **Section 6. Security Deposit**

On the date the Lease is executed, Tenant shall deposit \$500.00 with the Landlord. Deposit shall serve as security for Tenant's faithful performance of Tenant's obligations hereunder.

If Tenant fails to pay rent or other charges due hereunder or otherwise defaults with respect to any provision of this Lease, Landlord may use all or any portion of said security deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Lessee's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord uses all or any portion of the deposit, Tenant shall within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore said security deposit to the full amount hereinabove stated. Landlord shall not be required to keep said security deposit separate from its



general accounts. If Tenant performs all of Tenant's obligations, said deposit, or so much thereof that has not been applied by Landlord, shall be returned to the Tenant within ten (10) days of termination of this Lease. Tenant is not entitled to any interest on said deposit.

#### Section 7. Credit Report

The Landlord shall have the right to require the Tenant to provide a credit report, at the Landlord's expense, prior to execution of the Lease Agreement. The Landlord shall have the right to require the Tenant to provide a credit report at any time during its tenancy at the Landlord's expense.

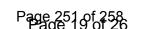
## **Section 8. Occupancy of Leased Premises**

Except as otherwise provided in this section, only the Tenant may occupy the Leased Premises. Employees or agents of the Tenant may occupy the Leased Premises while they are working at Pinto Lake Park on the Tenant's behalf. The occupant of the Leased Premises may have up to two guests on the Leased Premises at any one time. A person shall be considered a "guest" for these purposes if he or she occupies the Leased Premises for 5 or fewer consecutive days or for a total of fewer than 20 calendar days in a year. No other person shall be permitted to occupy the Leased Premises except with the prior written approval of Landlord.

a. Use of an RV Space as a Second Night Caretaker's Residence

The Tenant may occupy one (1) RV space at Pinto Lake Park, RV space #\_\_\_\_\_\_, for use as an additional night caretaker's residence (the "Additional Caretaker's RV"), under the following conditions:

- (i) Tenant shall pay to the Landlord monthly rent in the amount of one hundred dollars (\$100.00). The rental fee shall be paid monthly in advance on the first day of each month, free from all claims and demands against Landlord of any kind or nature or description whatsoever and without deduction or offset, commencing on the date the Lease commences, and continuing for the term. In the event the Lease term does not commence on the first day of the month then the rental fee shall be prorated to the first of the month so as to provide for subsequent payments on the first of the month. The rent shall be adjusted annually, every July 1<sup>st</sup> beginning July 1, 2022, and each July 1<sup>st</sup> thereafter using the rate of April to April change in the Consumer Price Index (CPI) for All Urban Consumers San Francisco-Oakland-San Jose, California.
- (ii) The Additional Caretaker's RV at the above space must be in operational condition and maintain, and have for presentation to authorities, all current licenses and registration;
- (iii) The Additional Caretaker's RV must have Recreational Vehicle Industry Association (RVIA) certification and comply with all Park rules that apply to RV's, in addition to rent of one hundred dollars (\$100.00) per month;
- (iv) Vehicle must be maintained in "good" condition, which shall include, but



is not limited, to the following:

- a. Doors, shrouds, panels, windows and coverings, all of which, and the RV as a whole, shall be intact and not unsightly;
- b. The entirety of the Additional Caretaker's RV shall not be unsightly and shall eb free of any and all obvious, poorly-repaired damage (i.e., any repairs done using duct tape, repair tape, or excessive caulk); and,
- c. All hoses, wires, and any other exterior lines, shall route through ports as originally designated and as further designated by the Park.
- (v) The names and contact information of the person(s) to occupy the Additional Caretaker's RV shall be provided below:

Name:	Phone:
1 vanic	1 Hone

#### **Section 9. Use of Leased Premises**

Tenant agrees that the Leased Premises are to be used exclusively as the living quarters of Tenant, his/her agents, or employees while he or she is serving as Concessionaire of Pinto Lake Park and shall not be used for any other purpose. Tenant may not use the Leased Premises for any other purpose without the prior written consent of the Landlord, which Landlord may withhold in Landlord's sole discretion.

#### Section 10. Pets

Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Leased Premises without Landlord's written consent.

## Section 11. No Smoking

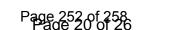
No smoking is allowed on the Leased Premises. If smoking does occur on the Leased Premises, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Lease; (iii) Tenant, Tenant's guests, and all others may be required to leave the Leased Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire Leased Premises regardless of when these items were last cleaned or replaced.

#### Section 12. Compliance with Law

Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Leased Premises.

#### **Section 13. Maintenance and Alterations**

Tenant is aware of the status of the Leased Premises, including the fixtures and furnishings, if any. Tenant agrees that the Leased Premises, fixtures, and furnishings, appliances, equipment and furniture are in good working order and repair and accept the Leased Premises "as is." Tenant shall, at Tenant's own expense and at all times, maintain the Leased



Premises in good working order (which shall include repairing and/or replacing of any appliances), including all equipment, appliances, furniture and fixtures, and shall surrender the Leased Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant waives their rights under Civil Code Section 1942 to repair and deduct the expenses of repairs from the rent when due and agrees to improve, repair, or maintain all portions of the Leased Premises as part of the consideration for rental except as may otherwise be agreed by Landlord. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, and guests. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Leased Premises without the prior written consent of Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Leased Premises, including wall, ceiling, and floor coverings, and the furniture, fixtures, and furnishings of the Leased Premises.

Tenant shall maintain the plants, trees, bushes (referred to as "Yard") surrounding the perimeter of the Leased Premises and ensure that the Yard is properly maintained by Tenant, including proper watering, weeding and other maintenance related to the Yard.

## Section 14. Entry

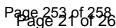
Landlord shall have the right to enter the Leased Premises for the purposes of emergencies and for showing the Leased Premises to prospective Tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least twenty-four (24) hours' prior notice. In the case of an emergency or Tenant's abandonment or surrender of the Leased Premises, Landlord or Landlord's agent may enter the Leased Premises at any time, without obtaining Tenant's prior consent. Tenant agrees not to change the locks or add locks to the entrances of the Leased Premises without the prior consent of Landlord and without providing Landlord with a key to any locks.

#### **Section 15. Indemnification**

Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Leased Premises or any part of the Leased Premises or in common areas, unless the damage is a proximate result of the gross negligence or willful conduct of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord, Landlord's agents, or Landlord's employees, from any liability, costs (including reasonable attorneys' fees), or claims for personal injuries or property damage arising out of or related to the use or occupancy of the Leased Premises by Tenant.

#### **Section 16. Insurance**

Tenant shall maintain in full force and effect during the term of this Lease a policy of Renter's Insurance to protect Tenant against any liability to any person or entity resulting from any accident occurring in or around the Leased Premises or for any damage to the Leased Premises. Such coverage shall be in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) against any claims for personal injury, or property damage occurring on or about



the Leased Premises. Landlord shall be named as an additional insured on the Renter's Insurance. A certificate of insurance shall be furnished to Landlord at the time of execution of this Lease.

#### **Section 17. Subrogation Waiver**

Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the leased premises, a waiver of any right of subrogation that any such insurer of one party may acquire against the other by virtue of payment of any loss under that insurance.

## Section 18. Assignment and Subletting

Tenant shall not assign this Lease or any interests under this Lease or sublet the Leased Premises or any portion of the Leased Premises and any attempt by the Tenant to assign this Lease or any rights, duties, and obligations arising hereunder shall be void and of no effect.

## **Section 19. Abandoned Property**

If Tenant abandons or surrenders the Leased Premises, Landlord may consider any personal property left on the Leased Premises to be abandoned and may dispose of it in any manner allowed by law. If Landlord reasonably believes that the abandoned personal property has a total resale value of less than Three Hundred Dollars and 00/100 (\$300.00), Landlord may keep the personal property for Landlord's use or otherwise dispose of it in accordance with law. All personal property on the Leased Premises is made subject to a lien in favor of Landlord for the payment of all sums due under this Lease, to the maximum extent allowed by law.

#### Section 20. Default by Tenant

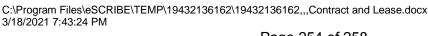
Landlord and Tenant agree that every condition, covenant, and provision of this Lease is material and reasonable. If Tenant fails to pay rent when due, or perform any condition, covenant, or provision of this Lease, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease and no prior notice will be necessary if Landlord chooses to initiate an unlawful detainer to regain possession of the Leased Premises.

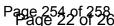
Further, Landlord and Tenant agree that any violation of this Lease shall also be treated as a violation of the Contract and Landlord, at Landlord's option, may terminates all rights of Tenant under the Contract.

Further, Landlord and Tenant agree that if Tenant fails to comply with all material obligations of the Contract, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease and no prior notice will be necessary if Landlord chooses to initiate an unlawful detainer to regain possession of the Leased Premises.

#### Section 21. Remedies

If Tenant defaults, Landlord may elect to:





- A. Continue the Lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due; or
- B. At any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease, including the cost of recovering the Leased Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that the Tenant proves could be reasonably avoided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§ 1951.2 and 1951.4.

## Section 22. Disclosure Pursuant to Civil Code §2079.10a (Proximity of Registered Sex Offenders)

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

## Section 23. Attorneys' Fees

In any legal action brought by either party to enforce the terms of this Lease or relating to the Leased Premises, the prevailing party shall be entitled to all costs incurred in connection with that action, including reasonable attorneys' fees.

#### Section 24. Waiver

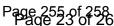
No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.

## **Section 25. Notices**

Any notice that either party may or is required to give may be delivered in person or be given by mailing the notice, postage pre-paid, to Tenant at the Leased Premises or to Landlord at the address shown in Section 4, or at any other place designated by the parties from time to time.

#### Section 26. Time

Time is of the essence in this Lease.



## Section 27. Holding Over

If Tenant remains in possession of all or any part of the Premises after the termination of the Lease with the consent of the Landlord, such possession shall be deemed to be a tenant at sufferance and not a renewal hereof or an extension for any further term. Such tenancy shall remain on a month to month basis and be subject to the same terms and conditions as were previously applicable.

#### **Section 28. Construction**

Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to Sections are to this Lease.

## **Section 29. Further Assurances**

Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorneys, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to contemplate any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other act and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.

#### Section 30. Third Party Rights

Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.

#### **Section 31. Integration**

This Lease and the attached exhibits contain the entire agreement between the parties regarding the subject matter of the Lease, and this Lease expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters. Notwithstanding these facts, this Lease is executed in conjunction with the Contract and any violation of the Contract shall be deemed a violation of the Lease and grounds for termination of the Lease.

#### Section 32. Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

#### Section 33. Amendment

This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

## Section 34. Partial Invalidity

Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of the Lease shall remain in full force.

#### Section 35. Exhibits

All attached exhibits are incorporated in this Lease by reference.

## Section 36. Joint and Several Liability

If Tenant is more than one person, each person shall be jointly and severally liable for the performance of Tenant's obligations under this Lease.

## Section 37. Governing Law

The validity, meaning, and effect of this Lease shall be determined in accordance with California law.

#### Section 38. Waiver of Damages and Indemnification

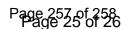
Landlord shall not be liable to Tenant for any injury or damage that may result to any person or property by or from any cause whatsoever, except as results from acts of the sole negligence on the party of the Landlord, its agents, servants, employees or invitees. Without limiting the generality of the foregoing waiver, it is expressly extended to injury or damage caused by water leakage of any character from the roof(s), wall(s), or any part of the Leased Premises, or caused by gas, oil, electricity or any other cause in or about the Leased Premises. Tenant agrees to hold the Landlord harmless from, and to defendant the Landlord against, any and all claims or liability for any death or for injury to any person or damage to any property, whatsoever occurring in, on or about the Premises.

## Section 39. Independent Tax and Legal Counsel

Tenant acknowledges that it has been urged to seek independent tax and legal counsel with respect to the meaning and effect of this Lease.

#### Section 40. Modification

The Lease may not be modified except by a written agreement signed by both Landlord and Tenant.



# IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first hereinabove written.

"City"	"Tenant"
CITY OF WATSONVILLE, a municip corporation	Main St. Enterprise, Inc., a California corporation
By: Matthew D. Huffaker, City Manager	By: Jesus Madrigal
ATTEST:	
Beatriz Vazquez Flores, City Clerk	
APPROVED AS TO FORM:	
Alan J. Smith, City Attorney	

Watc11537/PintoLakePark/PintoLakeLease-03012021