

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 <https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes>.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit written comments by emailing citycouncil@cityofwatsonville.org. 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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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

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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, June 8, 2021, 2:30 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 REAL PROPERTY NEGOTIATOR

(Government Code Section 54956.8)

1) Property: 701 Ohlone Parkway (APN: 018-711-23)

Negotiating parties: Matt Huffaker & Tamara Vides (City)

East Ohlone Watsonville, LLC

Under negotiation: Price, terms of payment

2) Property: 751 Ohlone Parkway (APN: 018-711-19)

Negotiating parties: Matt Huffaker & Tamara Vides (City)

East Ohlone Watsonville, LLC

Under negotiation: Price, terms of payment

2.b. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency negotiator: Nathalie Manning, Matt Huffaker, Mike McDougall

Employee organization: Confidential, Fire Management, IAFF Local 1272 (Fire), Management, Mid-Management, Police Management

CITY COUNCIL RESUMES AT 3:30 P.M.

3.	ROLL CALL	
4.	INFORMATION ITEMS	
4.a.	REPORT OF DISBURSEMENTS	6
4.b.	MISCELLANEOUS DOCUMENTS REPORT	42
4.c.	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 JUNE MEETING HIGHLIGHTS (Council Member González)	
5.	REPORTS TO COUNCIL -- No Action Required	
5.a.	REVENUE MEASURE OVERSIGHT COMMITTEE SALES TAX REPORT BY REVENUE MEASURE OVERSIGHT COMMITTEE CHAIR P.J. MECOZZI AS REQUIRED BY WATSONVILLE MUNICIPAL CODE SECTION 3-6.1102	
5.b.	CITY MANAGER'S UPDATE REPORT	46
6.	CONSENT AGENDA <i>All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the consensus motion. The Mayor will allow public input prior to the approval of the Consent Agenda.</i>	
	<u>PUBLIC INPUT (2 MINUTES EACH)</u>	
6.a.	MOTION APPROVING MINUTES OF MAY 25, 2021	54
6.b.	SOLE SOURCE PURCHASE FROM SWIFT FUELS OF UNLEADED AVIATION FUEL (Recommended by Airport Director Williams) RESOLUTION APPROVING SOLE SOURCE PURCHASE FROM SWIFT FUELS, LLC., FOR PURCHASE OF UNLEADED AVIATION FUEL FOR FISCAL YEAR 2021-2022, IN AN AMOUNT NOT TO EXCEED \$400,000 (FUNDED FROM AIRPORT ENTERPRISE FUND)	62
6.c.	CONTRACT WITH THATCHER COMPANY OF CALIFORNIA (Recommended by Public Works & Utilities Director Palmisano) RESOLUTION APPROVING CONTRACT WITH THATCHER COMPANY OF CALIFORNIA FOR PURCHASE OF FERRIC CHLORIDE USED IN WASTEWATER TREATMENT PROCESSES, IN AN AMOUNT NOT TO EXCEED \$150,000 FOR FY2021-2022 (FUNDED FROM THE WASTEWATER ENTERPRISE FUND)	66
6.d.	CONTRACT WITH UNIVAR SOLUTIONS USA INC. (Recommended by Public Works & Utilities Director Palmisano) RESOLUTION APPROVING CONTRACT WITH UNIVAR SOLUTIONS USA INC. FOR THE PURCHASE OF SODIUM HYPOCHLORITE USED IN WASTEWATER TREATMENT PROCESSES, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR FY2021-2022 (FUNDED FROM THE WASTEWATER	91

ENTERPRISE FUND)

- 6.e. **KAMILAH DEYN TOWNHOMES PUBLIC & ON-SITE IMPROVEMENT AGREEMENT & FINAL MAP (Recommended by Public Works & Utilities Director Palmisano)** 250
- 1) RESOLUTION APPROVING PUBLIC & ON-SITE IMPROVEMENT AGREEMENT WITH DEVELOPER SHAWKI DEYN PROPERTIES, LLC., FOR THE KAMILAH DEYN TOWNHOMES, TRACT NO. 1592, LOCATED AT 221 AIRPORT BOULEVARD (APN: 015-371-01)
- 2) RESOLUTION APPROVING FINAL SUBDIVISION MAP FOR KAMILAH DEYN TOWNHOMES, TRACT NO. 1592, LOCATED AT 221 AIRPORT BOULEVARD (APN: 015-371-01)
- 6.f. **MEMORANDUM OF UNDERSTANDING WITH SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521** 363
- RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING WITH SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521, CLERICAL TECHNICAL UNIT FOR THE TERM BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2022
- 6.g. **FY2021/2022 BUDGET FOR SANTA CRUZ COUNTY ZONE 7 FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ZONE 7) (Recommended by Public Works & Utilities Director Palmisano)** 402
- RESOLUTION APPROVING PROPOSED FY 2021/2022 SANTA CRUZ COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT ZONE 7 BUDGET AS APPROVED BY THE ZONE 7 BOARD OF DIRECTORS
7. **ITEMS REMOVED FROM CONSENT AGENDA**
- PUBLIC INPUT (2 MINUTES EACH)**
8. **NEW BUSINESS**
- 8.a. **SOCIAL SERVICES GRANTS TO COMMUNITY & SOCIAL AGENCIES (Recommended by Council Sub-Committee Member Montesino, Mayor Pro Tempore Parker, & Mayor Dutra)** 410
- 1) Staff Report by Sr. Administrative Analyst Padilla
- 2) City Council Clarifying & Technical Questions
- 3) Public Input
- 4) Motion Whether to Approve Staff Recommendation
- 5) City Council Deliberation on Motion
- 6) RESOLUTION APPROVING AWARD OF SOCIAL SERVICE GRANTS IN THE AMOUNT OF \$266,000 TO DESIGNATED COMMUNITY & SOCIAL SERVICE AGENCIES; & AUTHORIZING AND DIRECTING PAYMENT OF SAME FOR FISCAL YEARS 2021/2022 AND 2022/2023

COUNCIL DINNER AT 5:00 P.M.

CITY COUNCIL RESUMES AT 5:30 P.M.

9. **ROLL CALL**

10. PLEDGE OF ALLEGIANCE

11. 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.

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

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

11.c. REPORT OUT OF CLOSED SESSION

11.d. PROCLAMATION RECOGNIZING PAJARO VALLEY PRIDE 429
MAYOR'S PROCLAMATION RECOGNIZING PAJARO VALLEY PRIDE FOR THEIR ONGOING EFFORTS IN DIVERSIFYING AND ENSURING EQUITABLE SOCIAL JUSTICE FOR ALL MEMBERS OF THE COMMUNITY

11.e. PROCLAMATION RECOGNIZING QUEER YOUTH LEADERSHIP AWARDS 430
MAYOR'S PROCLAMATION RECOGNIZING QUEER YOUTH LEADERSHIP AWARDS FOR THEIR CONTINUOUS EFFORTS TO SPOTLIGHT OUTSTANDING QUEER YOUTH AND FOR THEIR ONGOING WORK TO BETTER THE LIVES OF ALL LGBTQIA+ PERSONS

11.f. PROCLAMATION RECOGNIZING JEN SALINAS-HOLZ 431
MAYOR'S PROCLAMATION RECOGNIZING JEN SALINAS-HOLZ FOR HER WORK WITH LGBTQIA+ YOUTH, AND HER CONTINUOUS EFFORTS TO ENSURE EVERY PVUSD STUDENT RECEIVES EQUAL OPPORTUNITIES

11.g. PROCLAMATION RECOGNIZING ELDER ABUSE AWARENESS 432
MAYOR'S PROCLAMATION RECOGNIZING JUNE 15, 2021 AS WORLD ELDER ABUSE AWARENESS DAY & JUNE AS ELDER ABUSE AWARENESS MONTH & ENCOURAGING ALL CITIZENS TO JOIN US IN ITS OBSERVANCE

11.h. PROCLAMATION RECOGNIZING SUNDAY, JUNE 6, 2021 AS CANCER SURVIVORS DAY 433
MAYOR'S PROCLAMATION RECOGNIZING SUNDAY, JUNE 6, 2021, AS "RELAY FOR LIFE OF WATSONVILLE CANCER SURVIVORS DAY" & ENCOURAGING THE COMMUNITY TO JOIN THEIR MOVEMENT BY STARTING A FUNDRAISING TEAM, MAKING A DONATION, OR VOLUNTEERING DURING THEIR EVENTS

12. NEW BUSINESS (Continued)

12.a. 2021-2023 STRATEGIC PLAN

434

- 1) Staff Report by Assistant City Manager Vides
- 2) City Council Clarifying & Technical Questions
- 3) Public Input
- 4) Motion Whether to Approve Staff Recommendation
- 5) City Council Deliberation on Motion
- 6) RESOLUTION APPROVING CITY OF WATSONVILLE STRATEGIC PLAN 2021-2023

13. PUBLIC HEARINGS, ORDINANCES, & APPEALS

**13.a. PROPOSED FY 2021-22 and 2022-23 BUDGET & RELATED ACTIONS
(Recommended by Administrative Services Director Czerwin)**

471

-) Staff Report by Administrative Services Director Czerwin

Link for Biennial-Budget-Draft-2021-20231

- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation
- 5) City Council Deliberation on Motion
- 6) Appropriate motions if any
- 7) INTRODUCTION OF UNCODIFIED ORDINANCE INCREASING COMPENSATION BY FIVE PERCENT (5%) FOR EACH MEMBER OF THE CITY COUNCIL PER MONTH INCLUDING A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF \$50,000

OR

INTRODUCTION OF UNCODIFIED ORDINANCE INCREASING COMPENSATION BY FIVE PERCENT (5%) FOR EACH MEMBER OF THE CITY COUNCIL FROM \$578.81 TO \$607.75 PER MONTH

14. EMERGENCY ITEMS ADDED TO AGENDA

15. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

16. ADJOURNMENT

This agenda was posted in accordance to the California Brown Act. The agenda packet can be accessed on the City of Watsonville website at <https://www.cityofwatsonville.org/2123/City-Council-Agendas-Minutes>

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 5/13/2021 TO 6/1/2021

FUND NO.	FUND NAME	AMOUNT
130	EMPLOYEE CASH DEDUCTIONS FUND	712,718.99
150	GENERAL FUND	208,804.42
160	RETIREMENT FUND	81.00
202	REDEVELOPMENT OBLIG RETIREMENT	289.34
205	COMMUNITY DEV BLOCK GRANT	920.00
221	INCLUSIONARY HOUSING	67.46
246	CIVIC CENTER COMMON AREA	33,445.15
260	SPECIAL GRANTS	54,704.09
291	CANNABIS REVENUE FUND	10,634.32
305	GAS TAX	24,097.86
309	PARKING GARAGE FUND	6,611.09
310	SALES TAX MEASURE G	25,977.52
312	MEASURE D	887.13
354	SPECIAL DISTRICT FUNDS	2,813.49
510	ENERGY BOND DEBT PAYMENT	147,903.91
710	SEWER SERVICE FUND	319,397.94
720	WATER OPERATING FUND	172,489.20
730	AIRPORT ENTERPRISE FUND	96,017.48
740	WASTE DISPOSAL FUND	244,252.12
741	LANDFILL CLOSURE	13,880.75
780	WORKER'S COMP/LIABILITY FUND	61,544.82
787	HEALTH INSURANCE FUND POOL	622,470.44
790	INFORMATION & TECHNOLOGY ISF	17,801.80
TOTAL		2,777,810.32
TOTAL ACCOUNTS PAYABLE 5/13/2021 TO 6/1/2021		2,065,091.33
PAYROLL INVOICES		712,718.99
TOTAL OF ALL INVOICES		2,777,810.32

Check Register

For the Period 5/13/2021 through 6/1/2021

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	AFLAC	44387	5/21/2021	76002	Payroll Run 1 - Warrant 210521	\$9,561.09
	BENEFIT COORDINATORS CORPORATION	44388	5/21/2021	75989	Payroll Run 1 - Warrant 210521	\$817.30
	CA STATE DISBURSEMENT UNIT	733	5/20/2021	76004	Payroll Run 1 - Warrant 210521	\$4,139.65
	CINCINNATI LIFE INSURANCE CO	44389	5/21/2021	76001	Payroll Run 1 - Warrant 210521	\$45.13
	COLONIAL LIFE & ACCIDENT INS	44390	5/21/2021	75991	Payroll Run 1 - Warrant 210521	\$198.40
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	44391	5/21/2021	75992	Payroll Run 1 - Warrant 210521	\$617.56
	ICMA RETIREMENT TRUST 457	728	5/20/2021	75993	Payroll Run 1 - Warrant 210521	\$49,416.73
		729	5/20/2021	76006	Payroll Run 1 - Warrant 210521	\$2,677.52
	PROF FIRE FIGHTERS-WATSONVILLE	44392	5/21/2021	75994	Payroll Run 1 - Warrant 210521	\$2,210.00
	PUBLIC EMP RETIREMENT SYSTEM	730	5/20/2021	75995	Payroll Run 1 - Warrant 210521	\$276,233.00
	SALLY MCCOLLUM	44393	5/21/2021	75990	Payroll Run 1 - Warrant 210521	\$500.00
	SECOND HARVEST FOOD BANK	44394	5/21/2021	75996	Payroll Run 1 - Warrant 210521	\$42.00
	SEIU LOCAL 521	44395	5/21/2021	75997	Payroll Run 1 - Warrant 210521	\$1,323.55
		44396	5/21/2021	76007	Payroll Run 1 - Warrant 210521	\$35.00
	STATE OF CALIFORNIA TAX BOARD	44397	5/21/2021	75999	Payroll Run 1 - Warrant 210521	\$344.99
	WAGeworks INC	44398	5/21/2021	76003	Payroll Run 1 - Warrant 210521	\$3,908.62
	WIRE TRANSFER-IRS	732	5/20/2021	76000	Payroll Run 1 - Warrant 210521	\$300,533.40
	WIRE TRANSFER-STATE OF CALIFORNIA	731	5/20/2021	75998	Payroll Run 1 - Warrant 210521	\$60,115.05
	Fund Total					\$712,718.99
0150	A L LEASE COMPANY, INC	44401	5/25/2021	4/30/21	REPAIR SUPPLIES	\$82.22
		44401	5/25/2021	4/30/21	REPAIR SUPPLIES	\$220.94
	A TOOL SHED RENTALS, INC.	44402	5/25/2021	1494967-6	EQUIP RENTAL	\$414.03

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AED ONE-STOP SHOP	44407	5/25/2021	000624	AED SUPPLIES	\$868.00
	ANALGESIC SERVICES, INC.	44410	5/25/2021	326711	OXYGEN	\$50.00
	ANIMAS CONSTRUCTION	44364	5/19/2021	169174	Pinto Lake Pavilion Roof Repai	\$3,000.00
		44412	5/25/2021	169176	Pinto Lake Pavilion Roof Repai	\$3,000.00
		44412	5/25/2021	169178	Pinto Lake Pavilion Roof Repai	\$6,000.00
	BAKER & TAYLOR BOOKS	44418	5/25/2021	L4417824-4/30/21	BOOKS	\$402.10
		44418	5/25/2021	L4414254-4/30/21	BOOKS	\$23.50
		44418	5/25/2021	L4319434-4/30/21	BOOKS	\$457.56
		44418	5/25/2021	L5858864-4/30/21	BOOKS	\$573.31
		44418	5/25/2021	C0116843-4/30/21	BOOKS	\$529.53
	BENCHMARK ENVIRONMENTAL ENGINEERING,	44421	5/25/2021	E21-513	PROFESSIONAL SERVICES-INSPECTION	\$375.00
	BRODART CO.	44426	5/25/2021	755922-050321	BOOKS - APRIL STATEMENT	\$198.56
		44426	5/25/2021	04352-050321	BOOKS - APRIL STATEMENT	\$517.79
	BSN SPORTS INC	44427	5/25/2021	911796984	MAJOR LEAGUE BASES	\$163.88
	C & N TRACTOR	44429	5/25/2021	4/30/2021	REPAIR PARTS & SUPPLIES	\$75.32
	CALIFORNIA COAST UNIFORM COMPANY	44430	5/25/2021	8669	UNIFORM	\$15.00
	CDW GOVERNMENT, INC.	44432	5/25/2021	C317955	SURGE PROTECTORS	\$762.57
		44432	5/25/2021	C915369	SURFACE CHARGER FOR CINDY	\$87.99
	CELEDONIA CARRILLO	44433	5/25/2021	REFUND-2021	SPRING SOCCER	\$150.00
	CENTRAL COAST LANDSCAPE & MAINTENANCE	44434	5/25/2021	21982	MAY SERVICE	\$400.00
	CHARTER COMMUNICATIONS	44438	5/25/2021	0002463051521	SERVICE	\$140.81
		44438	5/25/2021	0002463051521	SERVICE	\$214.39
		44438	5/25/2021	0002463051521	SERVICE	\$30.94
		44437	5/25/2021	0258099051021	FINAL DSL CHARGES FOR PINTO LAKE	\$46.77

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CHAZ TOWING	44439	5/25/2021	74472	VEHICLE MAINTENANCE	\$54.00
	COASTAL TRACTOR	44443	5/25/2021	IV71709	ALAMO MOWER U HANGERS	\$392.86
	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$1,011.65
		44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$82.41
	COUNTY OF SANTA CRUZ-ISD	44448	5/25/2021	QUERY_04.24.2021	OPEN QUERY CHARGES	\$1,311.55
	CREWSENSE, LLC	44450	5/25/2021	0020370	Pro Quarterly Charges for 5/5/2021 - 8/4/20201	\$355.47
	CRIME SCENE CLEANERS INC	44451	5/25/2021	80892	SERVICE	\$125.00
	CRUZIO/THE INTERNET STORE INC.	44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$139.90
		44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$69.95
		44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$74.95
	CSG CONSULTANTS, INC	44453	5/25/2021	36112	FIRE PLAN REVIEW/BLDG INSPECT/	\$4,887.50
		44453	5/25/2021	B210294	FIRE PLAN REVIEW/BLDG INSPECT/	\$9,547.17
	DANIEL KLINE	44456	5/25/2021	5-14-21	REFUND OF PLAN CHECK FEES FOR 25 JEFFERSON STREET,	\$3,539.04
	DAVIS AUTO PARTS	44458	5/25/2021	04/26/2021	PARTS AND SUPPLIES	\$21.01
	DEPARTMENT OF JUSTICE	44462	5/25/2021	508748	DOJ FINGERPRINTING	\$226.00
	DEPARTMENT OF TREASURY	44366	5/19/2021	CP504B	PENALTY 990 FORM- NOTICE CP504B	\$4,372.56
	EDUARDO VALADEZ	44465	5/25/2021	000075	CAR RADIO SERVICE	\$408.75
	ELEVATOR SERVICE COMPANY, INC.	44467	5/25/2021	32604	SERVICE	\$400.00
		44467	5/25/2021	32604	SERVICE	\$530.00
		44467	5/25/2021	32604	SERVICE	\$200.00
	FASTENAL COMPANY	44470	5/25/2021	CAWAT115235	SUPPLIES	\$167.85
	FEDEX	44472	5/25/2021	7-364-08870	FRT	\$19.78

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FEDEX	44472	5/25/2021	7-356-99282	FRT	\$18.19
		44472	5/25/2021	7-349-15312	FRT	\$7.16
		44472	5/25/2021	7-341-60919	FRT	\$5.98
		44472	5/25/2021	7-334-77239	FRT	\$11.88
		44472	5/25/2021	7-275-09620	FRT	\$54.80
		44472	5/25/2021	7-268-34747	FRT	\$9.62
		44472	5/25/2021	7-260-97764	FRT	\$7.79
		44472	5/25/2021	7-246-07373	FRT	\$44.61
		44472	5/25/2021	7-327-25609	FRT	\$16.51
		44472	5/25/2021	7-319-68255	FRT	\$7.19
		44472	5/25/2021	7-304-90083	FRT	\$7.36
		44472	5/25/2021	7-296-53367	FRT	\$46.62
		44472	5/25/2021	7-289-06729	FRT	\$5.95
		44472	5/25/2021	7-282-77872	FRT	\$6.21
	FIRST ALARM, INC.	44474	5/25/2021	607636	SERVICE	\$30.00
	FRANCHISE TAX BOARD	44368	5/19/2021	0148223210313	ENTITY ID: CORP3076774- NOTICE # 0148223210313	\$41.20
	GAME TIME, INC	44477	5/25/2021	PJI-0155752	03/11/2021, INV#PJI-0155752 - PLAYGROUND EQUIPMENT	\$397.24
	GRAHAM POLYGRAPH	44480	5/25/2021	21-22	POLY EXAMS	\$600.00
	HARRIS & ASSOCIATES INC.	44488	5/25/2021	47630	Develop LHMP analysis/envirome	\$2,561.25
		44488	5/25/2021	48426	Develop LHMP analysis/envirome	\$3,046.25
	IFLAND SURVEY, INC.	44493	5/25/2021	7623	CONSULTING SURVEYOR SERVICES -	\$1,850.00
	INFOSEND, INC.	44494	5/25/2021	191372	191372 OUR TOWN APRIL INSERTION FEE	\$120.31
		44494	5/25/2021	188036	188036 OUR TOWN FEBRUARY INSERTION FEE	\$120.00
		44494	5/25/2021	186482	186482 OUR TOWN INSERTION FEE JANUARY 2021	\$120.77

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	JACKSON LEWIS PC	44499	5/25/2021	7774074	LEGAL SERVICES WITH LABOR AND	\$74.00
	JAMES WHITE LIBRARY	44500	5/25/2021	13	LOST ILL BOOK	\$20.00
	JOHNSON, ROBERTS, & ASSOC, INC.	44503	5/25/2021	145427	PHQ REPORTS	\$35.00
	LEAHY, JORDAN	44508	5/25/2021	041521	041521 MEDITATION CLASS	\$75.00
	LITERACY MINNESOTA	44515	5/25/2021	051321-OTR	SUBSCRIPTION FOR NORTHSTAR DIGITAL LITERACY	\$500.00
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$1,055.33
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$737.58
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$104.62
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$386.09
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$1,338.61
	MISSION LINEN SUPPLY	44521	5/25/2021	292109-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$510.36
		44521	5/25/2021	292108-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$60.32
	NAPA AUTO PARTS	44524	5/25/2021	137041	COOLANT	\$42.57
	NICHE ACADEMY	44525	5/25/2021	5280	NICHE ACADEMY ANNUAL SUBSCRIPTION	\$2,800.00
	ONE TIME VENDOR	44531	5/25/2021	09-2018-007665	REFUND- GYMNASTICS CLASS CANCELLED ON 9/18/2018	\$14.00
		44537	5/25/2021	12-2018-008225	REFUND- GYMNASTICS CLASSES CANCELLED ON 12/04 &11	\$28.00
		44532	5/25/2021	10-2018-007914	REFUND- GYMNASTICS CLASS CANCELLED	\$16.00
		44529	5/25/2021	11-2018-008116	REFUND- GYMNASTICS CLASSES	\$18.00
		44533	5/25/2021	11-2018-000669	REFUND- GYMNASTICS CREDIT	\$18.00
		44534	5/25/2021	01-2019-008470	REFUND- GYMNASTICS CLASS	\$84.00
		44528	5/25/2021	08-2019-013798	REFUND- COMP. SOCCER BOYS- FALL 2019	\$25.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ONE TIME VENDOR	44536	5/25/2021	05-2019-011065	REFUND- PINTO LAKE PICNIC RENTAL FEE CREDIT	\$50.00
		44530	5/25/2021	12-2018-008219	REFUND- GYMNASTICS CREDIT DUE TO CANCELLED CLASS	\$28.00
		44535	5/25/2021	11-2019-015907	REFUND- GYMNASTICS CLASSES CANCELLED	\$70.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	44538	5/25/2021	42500	TOOL SHARPENING	\$50.00
		44538	5/25/2021	42157	BACKPACK SPRAYER	\$32.76
	PACIFIC GAS & ELECTRIC	44552	5/25/2021	3653340008-5-5/19/	ELEC	\$21.31
		44541	5/25/2021	9656517006-3-5/17/	ELEC	\$13.73
		44548	5/25/2021	0418334151-2-5/18/	ELEC	\$1,592.09
		44551	5/25/2021	4048670603-5-5/19/	ELEC	\$18.22
		44376	5/19/2021	1553836670-7-5/6/21	ELEC	\$675.22
		44376	5/19/2021	1553836670-7-5/6/21	ELEC	\$2,758.17
		44376	5/19/2021	1553836670-7-5/6/21	ELEC	\$6,511.09
		44376	5/19/2021	1553836670-7-5/6/21	ELEC	\$5,463.71
		44542	5/25/2021	0951393634-5-5/17/	ELEC	\$41.41
		44545	5/25/2021	7523404092-3-5/14/	ELEC	\$3,070.73
		44553	5/25/2021	9925942904-3-5/19/	ELEC	\$135.01
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$147.30
		44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$186.79
		44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$218.19
		44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$32.22

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PREFERRED PLUMBING, INC.	44568	5/25/2021	1621	1/7/2021, INV#1621 - PLUMBING AT LOCATION 118 SECO	\$4,739.01
	PROMO DIRECT	44569	5/25/2021	N142347	5/5/2021, INV#N142347 - PAL PROGRAM PROMOTIONAL MA	\$4,998.00
	QUENCH USA, INC.	44571	5/25/2021	INV03113935	WATER SERVICE	\$15.03
		44571	5/25/2021	INV03113935	WATER SERVICE	\$15.03
		44571	5/25/2021	INV03113935	WATER SERVICE	\$15.03
		44571	5/25/2021	INV03113935	WATER SERVICE	\$15.00
	RICOH USA, INC	44641	5/27/2021	5061917387	MONTHLY MAINTENANCE FOR COPIERS	\$9.29
		44641	5/27/2021	5061917387	MONTHLY MAINTENANCE FOR COPIERS	\$9.29
		44641	5/27/2021	5061917387	MONTHLY MAINTENANCE FOR COPIERS	\$6.20
		44641	5/27/2021	5061917387	MONTHLY MAINTENANCE FOR COPIERS	\$6.20
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$53.88
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$175.39
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$431.48
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$46.57
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$108.90
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$108.90
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$72.60
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$72.60
		44641	5/27/2021	5061917211	MONTHLY MAINTENANCE FOR COPIERS	\$67.27
		44641	5/27/2021	5061917610	MONTHLY MAINTENANCE COPIER	\$10.30
	SAIDI FARHAT	44582	5/25/2021	5-6-21	REFUND OF BUILDING PERMIT FEE FOR 221 AIRPORT BLVD	\$215.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	SANTA CRUZ COUNTY CONFERENCE & VISITORS COUNCIL	44586	5/25/2021	02/16/21- 05/14/21	2ND Q TOURISM ASSSMENT FEE	\$30,439.53
	SCHEDULESOURCE, INC.	44589	5/25/2021	13007	SUBSCRIPTION TO SCHEDULING SOFTWARE	\$2,100.00
	SCHOLASTIC INC.	44590	5/25/2021	29345102	BOOKS	\$350.69
	SCHWAAB,INC	44591	5/25/2021	6022601	CUSTOM STAMP	\$89.70
	SCORE AMERICAN SOCCER COMPANY, INC.	44592	5/25/2021	6666247	4/26/2021, INV#6666247 - SPRING 2021 REC SOCCER UN	\$3,501.84
	SHERWIN WILLIAMS	44595	5/25/2021	7079-8	PAINTING SUPPLIES	\$44.39
	SHRED-IT USA	44642	5/27/2021	8181924678	SHREDDING SERVICES	\$141.04
		44642	5/27/2021	8181924678	SHREDDING SERVICES	\$72.02
		44642	5/27/2021	8181924678	SHREDDING SERVICES	\$163.10
		44642	5/27/2021	8181924678	SHREDDING SERVICES	\$83.47
	SUNCREST NURSERIES INC	44600	5/25/2021	SI-205306	04/30/21, INV#SI-205306 - TREE/LANDSCAPING REPLACE	\$1,039.94
		44600	5/25/2021	SI-205450	5/6/2021, INV#SI-205450 - LANDSCAPING REPLACEMENT	\$2,606.42
	TAYLOR'S OFFICE CITY	44603	5/25/2021	4/30/21	SUPPLIES	\$480.21
		44603	5/25/2021	4/30/21	SUPPLIES	\$15.25
		44603	5/25/2021	4/30/21	SUPPLIES	\$88.98
	T-MOBILE USA, INC.	44602	5/25/2021	9444139328	GPS	\$240.00
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	5486-04/22/2021	RIPL CALIFORNIA VIRTUAL EVENT	\$50.00
		44615	5/25/2021	5486-04/22/2021	COMPASSIONATE PATRON ENGAGEMENT	\$5.45
		44615	5/25/2021	5486-04/22/2021	ONLINE MONTHLY SERVICE	\$5.00
		44615	5/25/2021	5486-04/22/2021	SRP- ART SUPPLIES	\$312.59
		44615	5/25/2021	5486-04/22/2021	GRANT- LEARNING PACK	\$61.66
		44615	5/25/2021	5486-04/22/2021	MISC. PURCHASES	\$763.39
		44615	5/25/2021	5486-04/22/2021		

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9097-04/22/2021	STAFF TRAINING	\$210.00
		44615	5/25/2021	9097-04/22/2021	STAFF TRAINING	\$150.00
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	6703-04/22/2021	CITY HALL GYM: EQUIPMENT	\$126.37
		44615	5/25/2021	6703-04/22/2021	CITY HALL GYM: EQUIPMENT	\$1,038.93
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$53.97
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$12.00
		44615	5/25/2021	6703-04/22/2021	OFFICE & COMPUTER SUPPLIES	\$136.43
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$25.20
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$21.84
		44615	5/25/2021	6703-04/22/2021	OFFICE & COMPUTER SUPPLIES: OFFICE CHAIR	\$377.10
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$11.18
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$5.00
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$77.06
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$77.06
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: FOOD	\$51.87

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: BEVERAGE	\$60.00
		44615	5/25/2021	6703-04/22/2021	OFFICE SUPPLIES: COFFEE	\$73.98
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: FOOD/BEVERAGE	\$409.69
		44615	5/25/2021	6703-04/22/2021	STRATEGIC PLANNING WORKSHOP: FOOD/BEVERAGE	\$573.56
		44615	5/25/2021	8573-04/22/2021	ONLINE SUBSCRIPTION FEES: NY TIMES	\$12.00
		44615	5/25/2021	8573-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$66.42
		44615	5/25/2021	8573-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$232.16
		44615	5/25/2021	8573-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$265.43
		44615	5/25/2021	8573-04/22/2021	STRATEGIC PLANNING WORKSHOP: LUNCH	\$500.00
		44615	5/25/2021	8573-04/22/2021	STRATEGIC PLANNING WORKSHOP: SUPPLIES	\$25.05
		44615	5/25/2021	8573-04/22/2021	MISC. PURCHASEEVENT TICKET: ANNUAL VINTAGE PICNIC:	\$35.00
		44615	5/25/2021	8573-04/22/2021	EVENT TICKET: ANNUAL VINTAGE PICNIC: AURELIO GONZ	\$35.00
		44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$20.00
		44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$350.00
		44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$350.00
		44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$19.00
		44615	5/25/2021	9522-04/22/2021	MEMBERSHIP DUES	\$150.00
		44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$124.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9522-04/22/2021	BLDG DIVISION UNIFORMS	\$346.00
		44615	5/25/2021	9522-04/22/2021	BLDG DIVISION UNIFORMS	\$206.76
		44615	5/25/2021	9522-04/22/2021	MEMBERSHIP RENEWAL	\$238.00
		44615	5/25/2021	9522-04/22/2021	MEMBERSHIP RENEWAL	\$265.00
		44615	5/25/2021	9522-04/22/2021	HOTEL RESERVATION	\$279.47
		44615	5/25/2021	9522-04/22/2021	HOTEL RESERVATION	\$20.00
		44615	5/25/2021	8557-04/22/2021	CITY COUNCIL MEETING: STAFF DINNER	\$62.60
		44615	5/25/2021	8557-04/22/2021	JOB ADVERTISEMENT: PRINCIPAL PLANNER	\$630.00
		44615	5/25/2021	8557-04/22/2021	JOB ADVERTISEMENT: PRINCIPAL PLANNER	\$195.00
		44615	5/25/2021	8557-04/22/2021	HR DEPT: FIRE NEGOTIATIONS LUNCH	\$37.47
		44615	5/25/2021	9478-04/22/2021	VARNISH FOR WOODEN LADDERS	\$93.47
		44615	5/25/2021	9478-04/22/2021	CHILD PASSENGER SAFETY TECH ACCESS	\$135.00
		44615	5/25/2021	5716-04/22/2021	WEBCAMS	\$120.04
		44615	5/25/2021	5716-04/22/2021	OFFICE SUPPLIES	\$127.50
		44615	5/25/2021	5716-04/22/2021	OFFICE SUPPLIES	\$341.00
		44615	5/25/2021	5716-04/22/2021	DUTY GEAR - MIC HOLDER	\$28.30
	ULINE	44616	5/25/2021	130672667	02/26/2021, INV#130672667 - CORRUGATED WRAP ROLL.	\$2,234.41
		44616	5/25/2021	133415702	EVIDENCE SUPPLIES	\$1,617.14

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	UNIQUE MANAGEMENT SERVICES, INC.	44617	5/25/2021	601322	COLLECTION AGENCY FEES	\$35.80
	V & V MANUFACTURING, INC.	44618	5/25/2021	52597	BADGE	\$128.52
	VERDE DESIGN, INC.	44621	5/25/2021	1R-2104600	Design & consulting services f	\$4,567.50
	WATSONVILLE CADILLAC BUICK GMC	44624	5/25/2021	360839	VEHICLE SERVICE	\$1,823.05
	WATSONVILLE FORD	44625	5/25/2021	144531	VEHICLE SERVICE	\$1,075.48
		44626	5/25/2021	05/07/2021	2021 TRANSIT 10 PASSENGER WAGON	\$36,595.12
	WEST COAST SECURITY INC.	44629	5/25/2021	05152021-3	REPLACEMENT DVR & ACCESSOIRES FOR RAMSAY PARK	\$8,176.76
	WESTERN TREE NURSERY, INC.-05132	44630	5/25/2021	0000536476	04/29/2021, INV#0000536476, PLANTS FOR BRIDGE ST.	\$2,679.97
	WEX BANK	44384	5/19/2021	71657453	FUEL POLICE DEPT	\$575.73
	ZOOM VIDEO COMMUNICATIONS, INC.	44632	5/25/2021	INV85345903	PRORATED NAMED HOST LICENSES	\$534.46
	Fund Total					\$208,804.42
0160	ICMA RETIREMENT CORP	44491	5/25/2021	45490	ACCOUNT MAINTENANCE FEE 04/01-06/30/2021	\$81.00
	Fund Total					\$81.00
0202	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$41.21
	RICOH USA, INC	44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$31.60
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9522-04/22/2021	OFFICE SUPPLIES	\$216.53
	Fund Total					\$289.34
0205	ADAMS ASHBY GROUP, INC.	44405	5/25/2021	3628	Professional services	\$210.00
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9522-04/22/2021	STAFF TRAINING	\$250.00
	VERDE DESIGN, INC.	44621	5/25/2021	9-1920400	Consultant	\$460.00
	Fund Total					\$920.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0221	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9522-04/22/2021	OFFICE SUPPLIES	\$31.05
		44615	5/25/2021	9522-04/22/2021	OFFICE SUPPLIES	\$36.41
	Fund Total					\$67.46
0246	K & D LANDSCAPING INC.	44504	5/25/2021	153	MAINTENANCE	\$1,515.00
		44504	5/25/2021	499	REPAIR DRIP LINES	\$243.81
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$515.99
	PACIFIC GAS & ELECTRIC	44374	5/19/2021	0498528361-5-5/12/	GAS & ELEC	\$23,570.29
	PANTHER PROTECTIVE SERVICE	44557	5/25/2021	005-2021CPG	SERVICE	\$880.00
	THYSSENKRUPP ELEVATOR CORP.	44607	5/25/2021	3005873905	SERVICE	\$6,720.06
	Fund Total					\$33,445.15
0260	CRAFTWATER ENGINEERING, INC.	44449	5/25/2021	20-127.03	Green Infrastructure Implement	\$10,134.00
	ECOLOGY ACTION OF SANTA CRUZ	44464	5/25/2021	67408	BIKE SMART, WALK SMART AND SAF	\$6,335.00
	FEDERAL EASTERN INTERNATIONAL LLC	44471	5/25/2021	52618700	BALLISTIC HELMETS	\$38,145.55
	REGISTER PAJARONIAN	44576	5/25/2021	42727	AD	\$89.54
	Fund Total					\$54,704.09
0291	LENOVO INC.	44509	5/25/2021	6457157321	COMPUTER SUPPLIES	\$275.20
		44509	5/25/2021	6457256976	COMPUTER SUPPLIES	\$9,112.35
	PACIFIC CREST ENGINEERING, INC.	44539	5/25/2021	9554	field compaction testing for FS1 Concrete Apron Re	\$785.00
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$11.77
	SUNCREST NURSERIES INC	44600	5/25/2021	SI-205491	05/04/2021, INV#SI-205491 - TREE/LANDSCAPING REPLA	\$406.41
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9522-04/22/2021	FLAG POLE ROPE	\$43.59
	Fund Total					\$10,634.32

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	CHEVROLET OF WATSONVILLE	44440	5/25/2021	2-13-2021 FLATBED	CHEVROLET 5500 FLAT BED 2-13-2021	\$8,188.29
	FRANCISCO BANDERAS-ARANDA	44476	5/25/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$142.00
	GRANITE ROCK COMPANY	44482	5/25/2021	1302320	INV#1302320 GRANITEPATCH	\$92.81
	MISSION LINEN SUPPLY	44521	5/25/2021	292105- 04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$151.04
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	44538	5/25/2021	42539	SERVICE	\$160.63
	PACIFIC GAS & ELECTRIC	44376	5/19/2021	1553836670-7- 5/6/21	ELEC	\$2,028.89
		44373	5/19/2021	1540833758-0- 5/12	ELEC	\$72.80
		44544	5/25/2021	141390331-8- 5/14/21	ELEC	\$80.41
		44554	5/25/2021	0909726970-9- 5/17/21	ELEC	\$10,753.80
	STATE CONTROLLER'S OFFICE	44598	5/25/2021	FAUD-00002789	REPORT 19/20	\$2,211.12
	ZAP MANUFACTURING INC.	44631	5/25/2021	4599	INV#4599 REMOVE & REFACE 24X30 WITH R2-1 H.I.P W/1	\$216.07
	Fund Total					\$24,097.86
0309	CRUZIO/THE INTERNET STORE INC.	44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$99.95
	DEPARTMENT OF INDUSTRIAL RELATIONS	44461	5/25/2021	S 1789571 SJ	FEE	\$675.00
	ELEVATOR SERVICE COMPANY, INC.	44467	5/25/2021	32604	SERVICE	\$400.00
		44467	5/25/2021	32604	SERVICE	\$520.00
	PACIFIC GAS & ELECTRIC	44376	5/19/2021	1553836670-7- 5/6/21	ELEC	\$4,479.94
	PANTHER PROTECTIVE SERVICE	44557	5/25/2021	005-2021-2CPG	SERVICE	\$200.00
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
	Fund Total					\$6,611.09

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	ADAMSON POLICE PRODUCTS	44406	5/25/2021	INV352889	PATROL SUPPLIES	\$2,507.43
	CALIFORNIA PEACE OFFICER'S ASSOCIATION	44431	5/25/2021	302680	PERSONNEL TRAINING	\$45.00
	CDW GOVERNMENT, INC.	44432	5/25/2021	C769991	DC CHARGER FOR GETAC COMPUTER	\$103.91
	CRUZIO/THE INTERNET STORE INC.	44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$499.00
	EWING IRRIGATION PRODUCTS, INC.	44469	5/25/2021	6718707	SUPPLIES	\$173.12
		44469	5/25/2021	6718950	SUPPLIES	\$819.58
	FIGUEROA, ANTONIO	44367	5/19/2021	TRVL ON 05/25/2021	WPD- CPOA BOARD MEETING	\$124.50
	GREEN RUBBER-KENNEDY AG	44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$269.52
	IFLAND SURVEY, INC.	44493	5/25/2021	7624	4/19/2021, INV#7624 - SUPPLEMENTAL SURVEY RAMSAY P	\$1,550.00
	INTERSTATE TRAFFIC CONTROL PRODUCTS	44497	5/25/2021	244112	5/3/21, INV#244112 - CONE SIGN (2) KEEP LEFT (2) K	\$94.55
	JOHNSTON, COREY	44635	5/26/2021	6/8/21	PER DIEM POST TRAINING	\$106.75
	KELLY-MOORE PAINT COMPANY, INC.	44505	5/25/2021	818-00000326172	SOCCER FIELD PAINT	\$169.71
		44505	5/25/2021	818-00000326342	PAINT	\$49.97
		44505	5/25/2021	818-00000325763	PAINT	\$43.42
		44505	5/25/2021	818-00000326154	PAINT	\$43.42
		44505	5/25/2021	818-00000326155	PAINT	\$37.67
	LA SELVA	44507	5/25/2021	6731	05/10/2021, INV#6731 - CLEAN, OPEN, SHAPE AND REDU	\$1,800.00
	LEXIS NEXIS RISK DATA MANAGEMENT	44510	5/25/2021	1382615-20210430	LAW ENFORCEMENT DATABASE	\$1,620.68
	LEXIS NEXIS RISK SOLUTIONS FL INC.	44511	5/25/2021	805914-20210430	DORS	\$708.33
	PISTURINO, JARROD J	44379	5/19/2021	TRVL ON 05/19/2021	WPD- SHERMAN BLOCK 1 OF 8	\$167.75
		44562	5/25/2021	TRVL ON 06/16/2021	WPD- PER DIEM FOR SHERMAN BLOCK 2 OF 8	\$167.75

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	RADICH, RADOVAN	44573	5/25/2021	TRVL ON 06/02/2021	WPD- PER DIEM FOR SHERMAN BLOCK #2 OF 8	\$167.75
		44574	5/25/2021	TRVL ON 05/05/2021	WPD- SHERMAN BLOCK REIMB. #1 OF 8	\$236.22
	RODRIGUEZ, EDMUNDO DAVID	44382	5/19/2021	TRVL ON 05/25/2021	WPD- CPOA BOARD MEETING	\$124.50
	SALVADOR MENDOZA	44583	5/25/2021	TRVL ON 05/03/2021	WPD- ICI HOMIIDE LUNCH REIMBURSEMENTS	\$135.01
	SANTA CLARA COUNTY SHERIFF'S OFFICE	44637	5/26/2021	4/19/21	BASIC SWAT COURSE	\$2,475.00
	SAUL VALADEZ	44588	5/25/2021	TRVL 05/10/2021	WPD- DINNER REIMBURSEMENT NFDD INSTRUCTOR	\$28.00
	THUL, DONALD	44638	5/26/2021	6/8/2021	POST PER DIEM	\$106.75
	TOL, SJON	44639	5/26/2021	6/8/21	PER DIEM POST TRAINING	\$106.75
	TRUJILLO, JUAN	44383	5/19/2021	TRVL ON 05/23/2021	WPD- SHERMAN BLOCK 2 OF 8	\$167.75
		44614	5/25/2021	TRVL ON 06/27/2021	WPD- PER DIEM FOR SHERMAN BLOCK #3 OF 8	\$167.75
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	5716-04/22/2021	FENCE PRIVACY SCREEN	\$54.60
		44615	5/25/2021	5716-04/22/2021	SAMPLE GEAR	\$87.40
		44615	5/25/2021	5716-04/22/2021	CCW COORDINATOR HOTEL	\$292.04
		44615	5/25/2021	5716-04/22/2021	BATTERIES	\$58.16
		44615	5/25/2021	5716-04/22/2021	POST MOTOR REG	\$2,007.00
		44615	5/25/2021	5716-04/22/2021	DEESCALATION REG FEE	\$375.00
		44615	5/25/2021	5716-04/22/2021	PLAQUES	\$604.23
		44615	5/25/2021	5716-04/22/2021	PLAQUES	\$494.37

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	5716-04/22/2021	CANNABIS AWARENESS REG	\$125.00
		44615	5/25/2021	5716-04/22/2021	CAMINOS SUPPLIES	\$10.90
		44615	5/25/2021	5716-04/22/2021	SAMPLE GEAR	\$25.33
		44615	5/25/2021	5716-04/22/2021	DUTY GEAR - GUARDS	\$3,212.00
		44615	5/25/2021	5716-04/22/2021	USE OF FORCE REG	\$40.00
		44615	5/25/2021	5716-04/22/2021	USE OF FORCE REG	\$40.00
		44615	5/25/2021	5716-04/22/2021	USE OF FORCE REG	\$40.00
		44615	5/25/2021	5716-04/22/2021	MEDIA SUPPLIES	\$122.35
		44615	5/25/2021	5716-04/22/2021	CAMINOS SUPPLIES	\$78.97
		44615	5/25/2021	5716-04/22/2021	TACTICAL MISSION FLIGHT	\$60.00
		44615	5/25/2021	5716-04/22/2021	TACTICAL MISSION FLIGHT	\$60.00
		44615	5/25/2021	5716-04/22/2021	CAMINOS SUPPLIES	\$84.44
		44615	5/25/2021	5716-04/22/2021	MEDIA SUPPLIES	\$261.11
		44615	5/25/2021	5716-04/22/2021	BATTERIES	\$74.89
		44615	5/25/2021	5716-04/22/2021	SAMPLE GEAR REFUND	(\$87.40)
		44615	5/25/2021	5716-04/22/2021	DUTY GEAR - BAGS	\$1,439.55
		44615	5/25/2021	5716-04/22/2021	DUTY GEAR - GUARDS	\$1,410.00
		44615	5/25/2021	5716-04/22/2021	SAMPLE GEAR REFUND	(\$139.96)

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	5716-04/22/2021	USE OF FORCE REG	\$40.00
		44615	5/25/2021	5716-04/22/2021	USE OF FORCE REG	\$40.00
		44615	5/25/2021	5716-04/22/2021	NFDD INSTRUCTOR REG	\$250.00
	Fund Total					\$25,977.52
0312	COUNTY OF SANTA CRUZ-DEPT OF PUBLIC WORKS	44446	5/25/2021	20-11888	20-1188 PERMIT FEE FOR LEE ROAD RAIL TRAIL PROJECT	\$887.13
	Fund Total					\$887.13
0354	K & D LANDSCAPING INC.	44504	5/25/2021	567	IRRIGATION REPAIR	\$2,702.12
	MISSION LINEN SUPPLY	44521	5/25/2021	292109-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$83.08
	PACIFIC GAS & ELECTRIC	44547	5/25/2021	0541697410-2-5/18/	ELEC	\$12.61
		44549	5/25/2021	0519864328-9-5/18/	ELEC	\$5.58
		44546	5/25/2021	6312050406-1-5/18/	ELEC	\$10.10
	Fund Total					\$2,813.49
0510	BANC OF AMERICA LEASING	44640	5/27/2021	R52968	LEASE	\$139,784.00
		44640	5/27/2021	R52968	LEASE	\$8,119.91
	Fund Total					\$147,903.91
0710	A L LEASE COMPANY, INC	44401	5/25/2021	4/30/21	REPAIR SUPPLIES	\$139.40
		44401	5/25/2021	4/30/21	REPAIR SUPPLIES	\$174.57
	ABSOLUTE STANDARDS, INC	44404	5/25/2021	201178	SUPPLIES	\$190.00
	AIRGAS USA, LLC	44409	5/25/2021	9112693226	SUPPLIES	\$1,009.51
		44409	5/25/2021	9979562198	SUPPLIES	\$36.34
		44409	5/25/2021	9979562199	SUPPLIES	\$2.70
	APPLIED INDUSTRIAL TECHNOLOGIES	44413	5/25/2021	7021522450	SUPPLIES	\$77.90

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	BANC OF AMERICA LEASING	44640	5/27/2021	R52968	LEASE	\$40,350.66
		44640	5/27/2021	R52968	LEASE	\$2,460.87
	BAY POWER INC	44420	5/25/2021	INV1-14862	MECH LINKAGE	\$5,353.25
		44420	5/25/2021	INV1-14570	AMPECTOR	\$8,175.00
	BERMAN NORTH CLIENT TRUST ACCOUNT	44399	5/21/2021	SETTLEMENT	SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS	\$65,000.00
	CDW GOVERNMENT, INC.	44432	5/25/2021	C770648	TYPE FACE COVER FOR SURFACE PRO-D.GREEN	\$75.20
	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$591.34
	D&G SANITATION	44454	5/25/2021	279724	SERVICE	\$333.21
	DELL MARKETING L.P.	44459	5/25/2021	10488059843	TWO 34" MONITORS & 1 27" FOR PUBLIC WORKS	\$2,116.08
	FASTENAL COMPANY	44470	5/25/2021	CAWAT115024	PARTS	\$79.44
		44470	5/25/2021	CAWAT115292	PARTS	\$108.51
		44470	5/25/2021	CAWAT115421	PARTS	\$25.47
		44470	5/25/2021	CAWAT114753	SUPPLIES	\$243.98
	FEDEX	44472	5/25/2021	7-363-75223	FRT	\$14.83
	FISHER SCIENTIFIC	44475	5/25/2021	1770048	SUPPLIES	\$144.35
		44475	5/25/2021	3128627	SUPPLIES	\$355.27
	GRANITE ROCK COMPANY	44482	5/25/2021	1285909	SUPPLIES	\$109.19
	GREEN RUBBER-KENNEDY AG	44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$77.52
		44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$192.14
		44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$12.63
	GROCERY OUTLET	44486	5/25/2021	30035922362258-	SUPPLIES-FOOD SCRAP VIDEO	\$12.36
	HACH COMPANY	44487	5/25/2021	12426678	SUPPLIES	\$165.06
		44487	5/25/2021	12428879	SUPPLIES	\$188.57
	JANICE M DRAKE GUY	44400	5/21/2021	SETTLEMENT	SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS	\$85,000.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	JERRY ALLISON LANDSCAPING INC.	44501	5/25/2021	043021-27	INV#043021-27 MAINTENANCE ON HOLM RD, HARVEST DR &	\$97.00
	KIMBALL MIDWEST	44506	5/25/2021	8722320	SUPPLIES	\$988.74
	LIBERTY PROCESS EQUIPMENT, INC.	44512	5/25/2021	0087182-IN	PUMP PARTS	\$11,575.38
	LIFE TECHNOLOGIES CORPORATION	44513	5/25/2021	79392352	FLOWMETER KIT	\$2,507.90
	LISA MARTIN	44514	5/25/2021	2021-1392 SEWER	SEWER LATERAL REBATE CLEAN OUTINSTALLATION @ 326 R	\$250.00
	MARLEN SANCHEZ	44517	5/25/2021	REIMBURSEMENT S	PW- CWEA MEMBERSHIP REIMBURSEMENTS	\$192.00
		44517	5/25/2021	REIMBURSEMENT S	PW- CWEA MEMBERSHIP REIMBURSEMENTS	\$89.00
		44517	5/25/2021	REIMBURSEMENT S	PW- CWEA MEMBERSHIP REIMBURSEMENTS	\$192.00
		44517	5/25/2021	REIMBURSEMENT S	PW- CWEA MEMBERSHIP REIMBURSEMENTS	\$358.00
	MCCLOUD, JACQUELINE	44518	5/25/2021	5/17/2021	TESTBOOK	\$102.80
	MERCURY METALS INC	44519	5/25/2021	13767	FABRICATE METAL	\$231.07
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$400.84
	MISSION LINEN SUPPLY	44521	5/25/2021	279226-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$1,570.97
	MONTEREY ONE WATER	44522	5/25/2021	13928	M1W BILLING FOR REGIONAL TV AD BUY PROGRAM	\$970.00
	OLIN CORPORATION	44527	5/25/2021	2967211	SODIUM HYPOCHLORITE SOLUTION	\$4,709.34
	PAJARO VALLEY FABRICATION INC.	44555	5/25/2021	28816	LABOR TO REPAIR DOOR VENT COVER	\$46.29
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$56.70
	PENINSULA PEST MANAGEMENT, INC.	44560	5/25/2021	14451	BASAL. FULL TREATMENT.	\$3,451.00
		44560	5/25/2021	14450	INSECTICIDE APPLICATION	\$200.00
		44560	5/25/2021	14448	APPLCIATION OF HERBICIDE	\$230.00
		44560	5/25/2021	14449	VERTEBRATE PEST MANAGEMENT	\$125.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	POLYDYNE INC.	44566	5/25/2021	1541311	CHEMICALS FOR WASTEWATER AND R	\$7,129.34
		44566	5/25/2021	1543890	CHEMICALS FOR WASTEWATER AND R	\$2,704.72
	PRAXAIR DISTRIBUTION, INC	44567	5/25/2021	63109387	CYLINDER RENT	\$285.05
	RESPIROMETER SYSTEMS AND APPLICATIONS, LLC	44578	5/25/2021	043021-01	RESPIROMETER SYSTEM FOR LAB	\$8,000.00
		44578	5/25/2021	043021-01	RESPIROMETER SYSTEM FOR LAB	\$15,320.00
		44578	5/25/2021	043021-01	RESPIROMETER SYSTEM FOR LAB	\$1,000.00
	RICOH USA, INC	44641	5/27/2021	5061916986	MONTHLY MAINTENANCE FOR COPIER	\$36.66
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$191.06
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$14.97
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$66.57
	SAMPLE TRAPS, LLC	44585	5/25/2021	9122-2464	SUPPLIES	\$320.84
	SHAPE, INC.	44594	5/25/2021	128301	LABOR, HAZMAT AND PREP	\$853.00
		44594	5/25/2021	128300	REBUILD AND PARTS	\$4,085.73
	SIEMENS INDUSTRY, INC.	44596	5/25/2021	5605549417	MATERIALS- HYDRORANGER	\$1,866.08
	STATE WATER RESOURCES CNTRL BD	44599	5/25/2021	SC-126433	ACCT #2030143	\$459.79
	TAYLOR'S OFFICE CITY	44603	5/25/2021	4/30/21	SUPPLIES	\$153.24
		44603	5/25/2021	4/30/21	SUPPLIES	\$70.58
	TELSTAR INSTRUMENTS, INC.	44604	5/25/2021	107735	ELECTRICAL AND INSTRUMENTATION	\$4,166.07
	THATCHER COMPANY, INC.	44605	5/25/2021	283627	CHEMICALS FOR RECYCLE WATER	\$4,220.70
		44605	5/25/2021	283776	CHEMICALS FOR RECYCLE WATER	\$4,220.70
		44605	5/25/2021	283775	CHEMICALS FOR RECYCLE WATER	\$4,220.70
		44605	5/25/2021	283678	CHEMICALS FOR RECYCLE WATER	\$4,171.72
	TOYOTA MATERIAL HANDLING	44613	5/25/2021	KA2088	FIELD LABOR	\$400.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	4782-04/22/2021	SUPPLIES FOR SCIENCE WORKSHOP	\$20.75
		44615	5/25/2021	4782-04/22/2021	FOOD ITEMS FOR COFFEE WITH MATT	\$82.36
		44615	5/25/2021	4782-04/22/2021	JUICE FOR COFFEE WITH MATT	\$13.62
		44615	5/25/2021	4782-04/22/2021	WATER AND COFFEE FOR COFFEE WITH MATT	\$40.27
		44615	5/25/2021	4782-04/22/2021	SUPPLIES FOR OUTREACH	\$411.87
		44615	5/25/2021	4782-04/22/2021	OUTREACH PROMOTIONAL MATERIALS	\$2,016.50
		44615	5/25/2021	4782-04/22/2021	MONTHLY ANNUAL SUBSCRIPTION	\$9.95
		44615	5/25/2021	4782-04/22/2021	SUBSCRIPTION	\$47.90
		44615	5/25/2021	9464-04/22/2021	AMAZON PRIME- SEE ATTACHED MEMO	\$14.19
		44615	5/25/2021	9464-04/22/2021	SCIENCE WORKSHOP SCHOOL PROGRAM SUPPLIES	\$3,539.00
		44615	5/25/2021	9464-04/22/2021	MEMBERSHIP FEE	\$110.00
		44615	5/25/2021	9464-04/22/2021	EARTHDAY APPAREL	\$499.88
		44615	5/25/2021	9464-04/22/2021	MANUAL FOR SCIENCE TOOL BOX PROGRAM	\$2,432.04
		44615	5/25/2021	5663-04/22/2021	FRAUDULENT CHARGE	\$160.51
		44615	5/25/2021	5663-04/22/2021	REFUND-FRAUD	(\$9.95)
		44615	5/25/2021	5663-04/22/2021	REFUND-FRAUD	(\$107.00)
		44615	5/25/2021	5663-04/22/2021	REFUND-FRAUD	(\$857.28)
		44615	5/25/2021	5663-04/22/2021	REFUND-FRAUD	(\$161.76)
		44615	5/25/2021	5663-04/22/2021	REFUND-FRAUD	(\$160.51)

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	5663-04/22/2021	SCIENCE WORKSHOP	\$47.86
		44615	5/25/2021	5663-04/22/2021	WASTEWATER- CABLE TAGS	\$13.00
		44615	5/25/2021	5663-04/22/2021	SW - X6 OF WOODEN STICKS	\$70.90
		44615	5/25/2021	5663-04/22/2021	CWEA FOR RYAN SMITH	\$126.00
		44615	5/25/2021	5663-04/22/2021	MATERIAL	\$178.75
		44615	5/25/2021	5663-04/22/2021	TAXES FOR MATERIAL	(\$1.22)
		44615	5/25/2021	5663-04/22/2021	WATERING CAN	\$14.16
		44615	5/25/2021	5663-04/22/2021	CHAIR FOR OFFICE SPACE	\$185.29
		44615	5/25/2021	5663-04/22/2021	TRAINING FOR MARCOS LONA	\$1,011.00
	VEGA AMERICAS, INC.	44619	5/25/2021	403519	WIRED RADAR SENSOR	\$951.57
	VWR INTERNATIONAL IN	44623	5/25/2021	8804501604	SUPPLIES	\$244.98
		44623	5/25/2021	8804491286	SUPPLIES	\$128.37
		44623	5/25/2021	8804512551	SUPPLIES	\$182.04
		44623	5/25/2021	8804515684	SUPPLIES	\$357.10
		44623	5/25/2021	8804616825	SUPPLIES	\$18.30
	WEST COAST CRANES, INC.	44628	5/25/2021	23348	CRANE RENTAL	\$2,360.00
	WEST COAST SECURITY INC.	44629	5/25/2021	05152021-1	SOFTWARE RENEWAL FOR EXACQVISION	\$290.60
	Fund Total					\$319,397.94
0720	A L LEASE COMPANY, INC	44401	5/25/2021	4/30/21	REPAIR SUPPLIES	\$63.16
	AGILIS SYSTEMS, LLC	44408	5/25/2021	3061423	INV#3061423 CUSTOMER SERVICE LINUX TRACKING SERVI	\$160.93
		44408	5/25/2021	3062545	INV#3062545 CUSTOMER SERVICE NEW LINUX PLUG IN DE	\$58.43

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	ANDREW MORALES	44411	5/25/2021	08147	ONE QUALIFYING TOILET REBATE @ 109 HILLSIDE AVE AC	\$100.00
	BAVCO	44419	5/25/2021	100339	INV#100339 WKNS 575/975 1 1/4-2" CH SPRING, WKNS 5	\$58.73
		44419	5/25/2021	102191	INV#102191 WILKINS LF 975XL2 3/4"	\$389.35
	BILL FANNIN FENCING	44425	5/25/2021	MAY 11,2021	5/11/2021 SERVICE CALL TO REPAIR LOOP DETERCTOR @	\$240.00
	C & N TRACTOR	44429	5/25/2021	4/30/2021	REPAIR PARTS & SUPPLIES	\$976.53
	CENTRAL COAST LANDSCAPE & MAINTENANCE	44434	5/25/2021	21981	SERVICE	\$627.00
	CHARTER COMMUNICATIONS	44438	5/25/2021	0002463051521	SERVICE	\$140.55
		44438	5/25/2021	0002463051521	SERVICE	\$30.94
		44438	5/25/2021	0002463051521	SERVICE	\$30.94
		44438	5/25/2021	0002463051521	SERVICE	\$30.94
		44438	5/25/2021	0002463051521	SERVICE	\$103.10
		44435	5/25/2021	0296248051021	INV#0296248051021 SERVICE FROM MAY 10, 2021-JUNE 9	\$176.97
		44634	5/26/2021	0274807051921	SERVICE	\$124.98
	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$714.96
	COUNTY OF SANTA CRUZ-DEPT OF PUBLIC WORKS	44447	5/25/2021	21-015	ENCROACHMENT PERMIT	\$4,925.00
	CRUZIO/THE INTERNET STORE INC.	44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$99.95
	D&G SANITATION	44454	5/25/2021	279827	SERVICE	\$25.00
		44454	5/25/2021	279828	SERVICE	\$100.00
		44454	5/25/2021	279830	SERVICE	\$50.00
		44454	5/25/2021	279829	SERVICE	\$25.00
	DAVID W MILLER	44457	5/25/2021	02055	LANDSCAPE WATER CONSERVATION REBATE @ 634 ORCHARD	\$500.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	DAVIS AUTO PARTS	44458	5/25/2021	04/26/2021	PARTS AND SUPPLIES	\$348.27
	FERGUSON WATERWORKS #1423	44473	5/25/2021	1621389	INV#1621389 FRICTION COLLAR RETAINING PIN, B-101 G	\$2,419.51
	FIRST ALARM, INC.	44474	5/25/2021	611175	SERVICE	\$270.36
		44474	5/25/2021	607636	SERVICE	\$138.15
	GINO RINALDI	44479	5/25/2021	33717	33717- UTILITY ACCOUNT CLOSED	\$133.23
	GRANITE ROCK COMPANY	44482	5/25/2021	4/30/21	PURCHASE OF CONSTRUCTION MATER	\$24,286.58
	GREAT WEST EQUIPMENT, INC.	44483	5/25/2021	21080	INV#21080 WACKER PARTS	\$842.97
	GREEN RUBBER-KENNEDY AG	44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$259.98
	IBRAHIM M ALABBAD	44490	5/25/2021	26096	ONE QUALIFYING ENERGY STAR CLOTHES WASHER REBATE @	\$100.00
	ICONIX WATERWORKS (US) INC.	44492	5/25/2021	4/30/2021	WATER INFRASTRUCTURE REPLACEME	\$28,039.64
	INTERSTATE ALL BATTERY CENTER	44495	5/25/2021	05/03/2021	INV. # 1905501032196- PARTS	\$170.03
	JERRY ALLISON LANDSCAPING INC.	44501	5/25/2021	043021-27	INV#043021-27 MAINTENANCE ON HOLM RD, HARVEST DR &	\$97.00
		44501	5/25/2021	043021-27	INV#043021-27 MAINTENANCE ON HOLM RD, HARVEST DR &	\$581.00
	KELLY-MOORE PAINT COMPANY, INC.	44505	5/25/2021	818-00000326616	PAINT	\$321.94
	LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC.	44516	5/25/2021	36887	HYDROGEOLOGIC INVESTIGATION ST	\$522.50
		44516	5/25/2021	36886	ROACH ROAD MUNICIPAL WELL PUMP	\$18,240.00
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$400.83
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$41.74
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$288.75
		44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$33.09
	MISSION LINEN SUPPLY	44521	5/25/2021	292106- 04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$458.99

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	MISSION LINEN SUPPLY	44521	5/25/2021	279214-03/31/2021	UNIFORM RENTAL AND LAUNDRY SER	\$410.50
		44521	5/25/2021	279214-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$319.73
		44521	5/25/2021	292107-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$722.48
	MYRIAM GREEN	44523	5/25/2021	41660	41660- UTILITY ACCOUNT CLOSED	\$53.13
	PACIFIC GAS & ELECTRIC	44376	5/19/2021	1553836670-7-5/6/21	ELEC	\$26.12
		44375	5/19/2021	4850440932-6-5/6/	ELEC	\$1,124.87
		44540	5/25/2021	8693283387-3-5/14/	ELEC	\$60,600.16
		44543	5/25/2021	8257828808-4-5/17/	ELEC	\$10,657.46
	PAJARO VALLEY FABRICATION INC.	44555	5/25/2021	28930	LABOR TO CUT MATERIAL	\$265.73
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$212.82
	PAPE MACHINERY, INC	44558	5/25/2021	1835990	INV#1835990 WATER SERVICES-REPAIR ON ZZ BW100AD SE	\$3,579.99
		44558	5/25/2021	1835968	INV#1835968 WATER SERVICES-REPAIR ON JD 410K SERIA	\$2,005.65
	POLLARDWATER.COM	44565	5/25/2021	0189923	INV#0189923 36 SS METER BOX LID LIFTER & 6 FT GATE	\$725.00
	PRAXAIR DISTRIBUTION, INC	44567	5/25/2021	63239622	SUPPLIES	\$21.95
		44567	5/25/2021	63200024	SUPPLIES	\$216.51
		44567	5/25/2021	63118536	SUPPLIES	\$43.05
	QUILL CORPORATION	44572	5/25/2021	16536976	INVOICE# 16536976	\$31.67
		44572	5/25/2021	16548009	INVOICE# 16548009	\$136.14
	RAY EDELMAIER	44575	5/25/2021	03518	ONE QUALIFYING TOILET REBATE @ 31 MONTE VISTA AVE	\$100.00
	RICOH USA, INC	44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$191.06
		44641	5/27/2021	5061918006	MONTHLY MAINTENANCE- COPIERS	\$41.58

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	RUBEN ESCOBAR ORTIZ	44580	5/25/2021	2ND BOOT REIMB FY21	PW- 2ND BOOT REIMBURSEMENT	\$189.90
	SHRED-IT USA	44642	5/27/2021	8181924678	SHREDDING SERVICES	\$72.02
		44642	5/27/2021	8181924678	SHREDDING SERVICES	\$72.02
	TAYLOR'S OFFICE CITY	44603	5/25/2021	4/30/21	SUPPLIES	\$153.24
	TONY NUNEZ	44610	5/25/2021	41686	ONE QUALIFYING ENERGY STAR CLOTHES WASHER REBATE @	\$100.00
	TOWNSEND AUTO PARTS	44612	5/25/2021	05/01/2021	PARTS	\$7.96
		44612	5/25/2021	05/01/2021	PARTS	\$43.44
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9464-04/22/2021	PARTS FOR EQUIPMENT	\$66.80
		44615	5/25/2021	9464-04/22/2021	DISTRIBUTION SYSTEM REVIEW TRAINING/ CLASS	\$129.95
		44615	5/25/2021	9464-04/22/2021	BERM FOR SHOP	\$120.92
		44615	5/25/2021	9464-04/22/2021	EQUIPMENT/ SUPPLIES	\$66.61
		44615	5/25/2021	5663-04/22/2021	MEET WITH CM	\$116.01
		44615	5/25/2021	5663-04/22/2021	MEET WITHCM	\$35.90
		44615	5/25/2021	5663-04/22/2021	TRAINING FOR M. BEJAR-A. ROCHA- T. REED AND M. MOL	\$240.00
		44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	8557-04/22/2021	JOB ADVERTISEMENT: UTILITY ELEC/INS TECH	\$325.00
		44615	5/25/2021	8557-04/22/2021	JOB ADVERTISEMENT: UTILITY ELEC/INS TECH	\$200.00
		44615	5/25/2021	8557-04/22/2021	JOB ADVERTISEMENT: UTILITY ELEC/INS TECH	\$290.00
	VELINA ZAMUDIO	44620	5/25/2021	06693	LANDSCAPE WATER CONSERVATION REBATE @ 49 KILBURN S	\$500.00
	WEST COAST SECURITY INC.	44629	5/25/2021	05152021-1	SOFTWARE RENEWAL FOR EXACQVISION	\$290.61

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	Fund Total					\$172,489.20
0730	ARMANDO RODRIGUEZ	44414	5/25/2021	5/6/21	AIRPORT SAFETY BOOTS	\$200.00
	BENNETT AVIATION CONSULTING, INC.	44422	5/25/2021	21-109	APR 2021 UNITED FLIGHT SERVICES V CITY OF WATSONVI	\$7,125.00
	BERNARDO PONCE	44423	5/25/2021	2710	CARPET CLEANING	\$800.00
		44423	5/25/2021	2711	CARPET CLEANING	\$240.00
	C & N TRACTOR	44429	5/25/2021	4/30/2021	REPAIR PARTS & SUPPLIES	\$547.72
	CHARTER COMMUNICATIONS	44438	5/25/2021	0002463051521	SERVICE	\$183.09
		44436	5/25/2021	0275481051121	SERVICE	\$162.50
	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$41.20
	D&M TRAFFIC SERVICES, INC.	44455	5/25/2021	78127	SIGNWORKS	\$74.50
	ELEVATOR SERVICE COMPANY, INC.	44467	5/25/2021	32604	SERVICE	\$200.00
	GREEN RUBBER-KENNEDY AG	44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$40.75
		44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$90.79
	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	44502	5/25/2021	35879958	ALARM SERVICES	\$1,057.92
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$415.88
	MISSION LINEN SUPPLY	44521	5/25/2021	292110-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$565.48
	PACIFIC GAS & ELECTRIC	44377	5/19/2021	6558284005-7-4/13/21	ELEC	\$487.30
		44378	5/19/2021	1506815321-0-5/12/	ELEC	\$137.93
		44550	5/25/2021	2209323609-3-5/14/	ELEC	\$7,035.39
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$138.23
		44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$266.61
	PINEDO, JESUS	44561	5/25/2021	5/12/21	AIRPORT RESOLE BOOTS	\$30.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	PLATT	44564	5/25/2021	1M70724	PARTS & SUPPLIES	\$82.92
	RAINBOW CARPETS, INC.	44381	5/19/2021	REISSUE CHECK #43503	INV# 144016B-CARPETING AT 150 AVIATION	\$1,659.75
	RICOH USA, INC	44641	5/27/2021	5061917582	MONTHLY MAINTENANCE	\$77.00
	SAMER GIRGIS	44584	5/25/2021	CW03	PLAN CHECK	\$1,875.00
	SAPIA LAW FIRM	44587	5/25/2021	200	MAR/APR 2021 UNITED FLIGHT SERVICES V CITY OF WATS	\$33,288.70
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9097-04/22/2021	PCI COMPLIANCE	\$236.20
		44615	5/25/2021	1312-04/22/2021	CONVINIENCE FEE FOR JET FUEL TAX REPORTNG	\$3.06
		44615	5/25/2021	1312-04/22/2021	JET FUEL TAX REPORTING	\$133.00
		44615	5/25/2021	1312-04/22/2021	TERMINAL SUPPLIES	\$38.98
		44615	5/25/2021	1312-04/22/2021	TERMINAL SUPPLIES	\$119.39
		44615	5/25/2021	1312-04/22/2021	BASE SYSTEM	\$90.00
		44615	5/25/2021	1312-04/22/2021	WASTE FUEL CONTAINERS	\$499.24
		44615	5/25/2021	1312-04/22/2021	FUEL ABSORBENT MATERIALS	\$1,208.94
		44615	5/25/2021	1312-04/22/2021	HVAC FILTERS	\$729.11
		44615	5/25/2021	1312-04/22/2021	EPOXY BUCKETS	\$293.53
		44615	5/25/2021	1312-04/22/2021	SWAAAE MEMBERSHIP	\$95.00
		44615	5/25/2021	1312-04/22/2021	FUELING EQUIPMENT	\$2,143.98
	WORLD FUEL SERVICES	44386	5/19/2021	751058	PURCHASE OF AVIATION GRADE GAS	\$33,603.39
	Fund Total					\$96,017.48
0740	AA AUTO COLLISION CENTER	44403	5/25/2021	7942	SPRAY ON BED LINING	\$663.77
	AGILIS SYSTEMS, LLC	44408	5/25/2021	3061288	INV#3061288 SOLID WASTE LINXUP TRACKING SERVICE FO	\$459.80
	ASBURY ENVIRONMENTAL SERVICES	44415	5/25/2021	I500-00711090	I500-00711090 USED OIL/MIXED OILS & USED OIL SERVI	\$160.00
		44415	5/25/2021	I500-00711096	INV#I500-00711096 USEED OIL/MIXED OILS & USED OIL	\$160.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	ATCO INTERNATIONAL	44417	5/25/2021	I0577624	INV# I0577624- ALL-PRO	\$125.64
	BANC OF AMERICA LEASING	44640	5/27/2021	R52968	LEASE	\$157,859.56
		44640	5/27/2021	R52968	LEASE	\$8,851.81
	BEST BAG COMPANY	44424	5/25/2021	2775	INV#2775 BLACK/UNSCENTED ROLL	\$1,533.65
		44424	5/25/2021	2770	INV#2770 BLACK/UNSENTED ROLL (28 ROLLS PER CASE)	\$338.81
	BURTON'S FIRE APPARATUS, INC.	44428	5/25/2021	53038	PARTS	\$193.28
	C & N TRACTOR	44429	5/25/2021	4/30/2021	REPAIR PARTS & SUPPLIES	\$321.96
	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	44633	5/26/2021	L0010513392	ACCT#039-000300	\$99.50
	CHEVROLET OF WATSONVILLE	44440	5/25/2021	248911	PARTS	\$1,376.42
		44440	5/25/2021	248651	PART	\$17.70
		44440	5/25/2021	248652	PART	\$17.70
		44440	5/25/2021	248833	PARTS	\$35.40
	CLARK EQUIPMENT COMPANY	44441	5/25/2021	2013800	INV#2013800 66" BRUSHCAT	\$5,558.92
	COAST PRESSURE SYSTEMS	44442	5/25/2021	3292902	INV#3292902 SERVICE CALL COMPACTOR - BULKY TRASH I	\$215.00
	COMMERCIAL TRUCK COMPANY	44444	5/25/2021	01P9566	PARTS	\$13.16
		44444	5/25/2021	01P8827	PARTS	\$163.53
	CONTINUANT, INC.	44445	5/25/2021	SI-0000007471	MANAGED SERVICES AGREEMENT FROM 05/01-05/31/2021	\$591.34
	CRUZIO/THE INTERNET STORE INC.	44452	5/25/2021	B24704-375	DSL CHARGES FOR VARIOUS SITES FR 06/01/21-06/30/21	\$74.95
	D&G SANITATION	44454	5/25/2021	279826	SERVICE	\$100.00
	DAVIS AUTO PARTS	44458	5/25/2021	04/26/2021	PARTS AND SUPPLIES	\$56.97
	DENTONI'S WELDING WORKS, INC.	44460	5/25/2021	6210550006	PART- PUMP	\$906.34
	DIGITAL NEST, INC.	44463	5/25/2021	INV-000166	INV-000166 GREEN BUSINESS ENVIRONMENTAL PROGRAM AN	\$2,500.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	EL PAJARO COMMUNITY DEV CORP	44466	5/25/2021	2429	INV#2429 PLAZA VIGIL TIPPING SERVICE FOR APRIL 202	\$473.00
	FASTENAL COMPANY	44470	5/25/2021	CAWAT114958	SUPPLIES	\$125.47
		44470	5/25/2021	CAWAT114977	SUPPLIES	\$74.01
		44470	5/25/2021	CAWAT115092	SUPPLIES	\$156.61
		44470	5/25/2021	CAWAT114831	SUPPLIES	\$28.50
		44470	5/25/2021	CAWAT115430	SUPPLIES	\$177.35
		44470	5/25/2021	CAWAT115385	LIME VESTS	\$57.88
		44470	5/25/2021	CAWAT115018	SUPPLIES	\$1,056.11
		44470	5/25/2021	CAWAT115307	SUPPLIES	\$163.37
		44470	5/25/2021	CAWAT115560	PARTS	\$43.13
		44470	5/25/2021	CAWAT115635	PARTS	\$21.01
		44470	5/25/2021	CAWAT115470	PARTS	\$7.65
		44470	5/25/2021	CAWAT115510	PARTS	\$10.24
		44470	5/25/2021	CAWAT115494	PARTS	\$43.13
		44470	5/25/2021	CAWAT115632	PARTS	\$11.94
		44470	5/25/2021	CAWAT115437	SUPPLIES	\$301.46
		44470	5/25/2021	CAWAT115425	SUPPLIES	\$22.18
		44470	5/25/2021	CAWAT115452	SUPPLIES	\$344.03
	GARCIA, GONZALO	44478	5/25/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT FY20/21	\$200.00
	GOMEZ, TOMAS JR.	44609	5/25/2021	TRVL ON 04/26/2021	PW- REIMBURSEMENTS CFM215A COURSE	\$463.10
		44609	5/25/2021	TRVL ON 04/26/2021	PW- REIMBURSEMENTS CFM215A COURSE	\$183.00
		44609	5/25/2021	TRVL ON 04/26/2021	PW- REIMBURSEMENTS CFM215A COURSE	\$37.13
	GRAINGER	44481	5/25/2021	9891115660	FIRST AID KITS	\$261.44

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	GREEN LINE	44484	5/25/2021	57087	INV#57087 HAUL FROM LANDFILL TRUCK LABOR	\$900.00
	GREEN RUBBER-KENNEDY AG	44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$258.46
		44485	5/25/2021	4/30/21	SUPPLIES & REPAIR PARTS	\$28.29
	HEIL ENVIRONMENTAL	44489	5/25/2021	22430219 RI	VEHICLE CAMERAS	\$1,310.51
	HOPE SERVICES, INC.	44370	5/19/2021	S171923	LITTER REMOVAL FROM CITY ROADW	\$2,137.50
		44370	5/19/2021	S171923	LITTER REMOVAL FROM CITY ROADW	\$2,137.50
	INTERSTATE BATTERY CO	44496	5/25/2021	05/04/2021	BATTERIES	\$446.28
	INTERSTATE TRAFFIC CONTROL PRODUCTS	44497	5/25/2021	244136	INV#244136 CUSTOM SIGN 12X6	\$31.68
	JACK SCROGGINS	44498	5/25/2021	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT	\$159.98
	KELLY-MOORE PAINT COMPANY, INC.	44505	5/25/2021	818-00000325395	LIFT GATE	\$99.94
		44505	5/25/2021	818-00000325639	PAINT	\$121.13
		44505	5/25/2021	818-00000324923	PAINT	\$105.54
		44505	5/25/2021	818-00000326546	SUPPLIES	\$38.84
		44505	5/25/2021	818-00000326343	SUPPLIES	\$48.06
		44505	5/25/2021	818-00000325349	PAINT	\$202.07
	MID VALLEY SUPPLY	44520	5/25/2021	5/1/2021	JANITORIAL SUPPLIES	\$1,421.46
	MISSION LINEN SUPPLY	44521	5/25/2021	292102-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$441.00
		44521	5/25/2021	292104-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$359.68
		44521	5/25/2021	292101-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$378.72
		44521	5/25/2021	292100-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$873.68
		44521	5/25/2021	292103-04/30/2021	UNIFORM RENTAL AND LAUNDRY SER	\$305.36

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	NORCAL WASTE EQUIPMENT CO., INC.	44526	5/25/2021	6211390006	PARTS AND REPAIRS TO VEHICLE	\$6,389.97
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	44538	5/25/2021	42644	TRIMMER LINE	\$93.94
		44538	5/25/2021	42821	PARTS	\$39.54
		44538	5/25/2021	42745	PARTS	\$53.50
		44538	5/25/2021	42675	PARTS RETURN	(\$32.78)
		44538	5/25/2021	42704	PARTS	\$74.52
		44538	5/25/2021	42629	PARTS & SERVICE	\$603.50
	PAJARO VALLEY FABRICATION INC.	44555	5/25/2021	28880	LABOR TO REPAIR CONTAINER	\$1,338.44
		44555	5/25/2021	28951	LABOR TO REPAIR RADIATOR	\$264.00
		44555	5/25/2021	28914	LABOR TO RE BEND	\$22.00
		44555	5/25/2021	28897	LABOR TO INSTALL LIGHT BRACKET	\$334.34
	PAJARO VALLEY LOCK SHOP	44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$51.56
		44556	5/25/2021	5/1/2021	REPAIRS AND SUPPLIES	\$22.00
	PAPE MACHINERY, INC	44558	5/25/2021	1835971	INV#1835971 LANDFILL-REPAIR ON JD 700H SEROAL NO.T	\$3,114.46
		44558	5/25/2021	12622973	PARTS	\$15.20
		44558	5/25/2021	12671926	PARTS	\$115.04
	PASO ROBLES TRUCK CENTER	44559	5/25/2021	0008347	PARTS	\$224.99
		44559	5/25/2021	0005787	PART- VALVE	\$265.19
	PKT WELDING & FABRICATION	44563	5/25/2021	2011	INV#2011 REPAIR BRAKET AND WEAR PLATE ON MOWER ON	\$224.20
		44563	5/25/2021	2001	INV#2001 REPAIR TO SKID STEER MOWER	\$227.75
		44563	5/25/2021	2002	INV#2002 REPAIR TP JOHN DEER MOWER	\$334.36
	PRAXAIR DISTRIBUTION, INC	44567	5/25/2021	63200168	SUPPLIES	\$250.16
		44567	5/25/2021	62236422	PART	\$20.62

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	QUALITY WATER ENTERPRISES	44570	5/25/2021	1186250	INV#1186250 5 GAL BOTTLE WATER/STAND RENTAL SERVIC	\$28.84
	RESOURCES RECYCLING & RECOVERY	44577	5/25/2021	0000001362162	INV#0000001362162 WASTE AND RECYCLE 3RD QUARTER JA	\$121.52
		44577	5/25/2021	0000001362161	INV#0000001362161 LANDFILL RECYCLING & RECOVERY FO	\$214.80
	RETAIL MARKETING SERVICES, INC.	44579	5/25/2021	181196	INV#181196 CART SERVICE FOR APRIL 2021 100 CARTS	\$650.00
	S. MARTINELLI & COMPANY	44581	5/25/2021	1800000280	INV#1800000280 SCALE USAGE FOR APRIL 2021	\$33.00
		44581	5/25/2021	1800000269	INV#1800000269 SCALE USAGE FOR MARCH 2021	\$33.00
	SPECIALTY TRUCK PARTS, INC	44597	5/25/2021	1-96065	PARTS- CAMERA AND MOUNTING KIT	\$689.32
		44597	5/25/2021	1-96252	PART	\$1,206.29
	SWANA	44601	5/25/2021	2022-1496336	INV#2022-1496336 MEMBER ID:1496336 MICHAEL G RIVER	\$388.00
	TAYLOR'S OFFICE CITY	44603	5/25/2021	4/30/21	SUPPLIES	\$19.86
	THE HOSE SHOP INC.	44606	5/25/2021	4/30/21	SUPPLIES AND REPAIR PARTS	\$1,590.55
	TIREHUB, LLC	44608	5/25/2021	20446039	TIRES	\$575.95
		44608	5/25/2021	20322472	TIRES	\$1,145.73
	TOTAL EQUIPMENT & RENTAL OF FREMONT	44611	5/25/2021	P40130	PARTS	\$250.12
	TOWNSEND AUTO PARTS	44612	5/25/2021	05/01/2021	PARTS	\$3,653.50
		44612	5/25/2021	05/01/2021	PARTS	\$13.44
	U S BANK CORPORATE PAYMENT SYSTEM	44615	5/25/2021	9464-04/22/2021	SAFETY TRAINING VIDEOS/ ANNUAL SUBSCRIPTION	\$1,500.00
		44615	5/25/2021	9464-04/22/2021	CLASS REGISTRATION- CFM215A ELECTRICAL SYSTEMS	\$820.00
		44615	5/25/2021	9464-04/22/2021	EARTHDAY APPAREL	\$432.13
		44615	5/25/2021	9464-04/22/2021	POCKET WIND & TEMERATURE METER AND THERMO ANEMOTER	\$205.40
	VISION RECYCLING	44622	5/25/2021	115130	GRINDING SERVICE	\$17,276.82

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	WATSONVILLE FORD	44625	5/25/2021	24888	PART	\$73.09
	WEBER, HAYES AND ASSOCIATES, INC	44627	5/25/2021	13507	INV#13507 FINAL ENGINEERING REPORT	\$821.63
	Fund Total					\$244,252.12
0741	ES ENGINEERING SERVICES, LLC	44468	5/25/2021	CINV-030604	DOCUMENT PREPARATION FOR LANDF	\$13,880.75
	Fund Total					\$13,880.75
0780	COLLINS & COLLINS, LLP	44365	5/19/2021	4337345	PROFESSIONAL SERVICES	\$1,878.50
	LWP CLAIMS SOLUTIONS INC	44371	5/19/2021	CLAIM#0194100074	CLIENT CODE 79805	\$18,270.00
		44371	5/19/2021	5/1-5/15/2021	TRUST REMITTANCE	\$37,558.32
	THE GRUNSKY LAW FIRM LLC	44369	5/19/2021	96816	LEGAL SERVICES	\$3,838.00
	Fund Total					\$61,544.82
0787	MES VISION	44372	5/19/2021	5/15/2021	VISION PLAN	\$2,607.18
	PREFERRED BENEFIT	44380	5/19/2021	40425	CLAIMS TO 5/13/2021	\$7,577.42
		44636	5/26/2021	40455	CLAIMS PAID	\$7,279.74
	WORKTERRA	44385	5/19/2021	WAT0621	HEALTH BENEFITS JUNE 2021	\$605,006.10
	Fund Total					\$622,470.44
0790	AT&T-CAL NET 2	44416	5/25/2021	000016432641	CALNET100MB INTERNET LINE FR 04/10/21-05/09/21	\$821.73
	CDW GOVERNMENT, INC.	44432	5/25/2021	C780393	CRADLE POINT CLOUD SUPPORT SERVICES	\$1,320.24
	SDI PRESENCE LLC	44593	5/25/2021	6576	ON- DEMAND SERVICES IT GOVERN DIRECT LABOR	\$7,350.00
	WEST COAST SECURITY INC.	44629	5/25/2021	05152021-2	REPLACEMENT DVR & ACCESSORIES FOR I.T.	\$8,309.83
	Fund Total					\$17,801.80
Total	Total					\$2,777,810.32



MISCELLANEOUS DOCUMENTS REPORT
JUNE 8, 2021

1.0 MINUTES

-- Planning Commission
April 6, 2021

M I N U T E S

REGULAR MEETING OF THE PLANNING COMMISSION
OF THE CITY OF WATSONVILLE

TELECONFERENCE/REMOTE

April 6, 20216:07 PM

In accordance with City policy, all Planning Commission meetings are recorded on audio and video in their entirety and are available for review in the Community Development Department (CDD). These minutes are a brief summary of action taken.

1. ROLL CALL

Chair Jenni Veitch-Olson, Vice-Chair Veronica Dorantes-Pulido and Commissioners Ed Acosta, Gina Cole, Daniel Dodge, Anna Kammer, and Lucy Rojas were present.

Staff members present were City Attorney Alan Smith, Community Development Director Suzi Merriam, Principal Planner Justin Meek, Housing Manager Carlos Landaverry, Executive Assistant Deborah Muniz, Administrative Assistant II Maria Elena Ortiz.

2. PLEDGE OF ALLEGIANCE

Chair Veitch-Olson led the Pledge of Allegiance.

3. PRESENTATIONS & ORAL COMMUNICATIONS**A. ORAL COMMUNIATIONS FROM THE PUBLIC**

None

B. ORAL COMMUNICATIONS FROM THE COMMISSION

Commissioner Cole listed a few community events being held in honor of Earth Day during the months of April and May, and invited everyone to participate.

Commissioner Kammer invited the public to visit the City library to celebrate National Library week, and learn about the various programs they offer.

Commissioner Dodge voiced concerns over noticing of public works projects throughout the City, and requested that they provide ample time when noticing.

4. CONSENT AGENDA**A. MOTION APPROVING MINUTES OF JANUARY 11, 2021 AND FEBRUARY 2, 2021 REGULAR MEETINGS**

ADOPTED MINUTES 4.A.

MOTION: It was moved by Commissioner Cole, seconded by Vice-Chair Dorantes-Pulido, and carried by the following vote to approve the Consent Agenda:

AYES:	COMMISSIONERS:	Acosta, Cole, Dorantes-Pulido, Kammer, Rojas, Veitch-Olson
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Dodge
ABSENT:	COMMISSIONERS:	None

5. PRESENTATIONS AND REPORTS

A. PRESENTATION BY HOUSING MANAGER CARLOS LANDAVERRY ON THE 2020 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Presentation was given by Housing Manager Carlos Landaverry.

In answering Commissioner Dodge, Manager Landaverry went over the City's RHNA numbers and how income limit categories are determined.

In answering Commissioner Cole, Manager Landaverry and Director Merriam answered questions in regards to accessory dwelling units (ADUs) and how they are included as part of the RHNA number, defined what "entitlement" means for the Eden Housing project, and went over the emergency rental assistance program.

Principal Planner Meek gave an update on 547 Airport Boulevard, Sunshine Gardens and Hillcrest Estates projects.

B. PRESENTATION BY HEATHER ADAMSON OF AMBAG ON THE REGIONAL HOUSING NEEDS ALLOCATION PROCESS- WHAT TO EXPECT?

Presentation was given by AMBAG Director of Planning, Heather Adamson.

Prior to giving her presentation, Director Adamson answered Chair Veitch-Olson's inquiry regarding potential repercussions for not meeting the RHNA number.

In answering Commissioner Dodge's inquiry regarding the City of Watsonville's RHNA number compared to the neighboring cities, Director Adamson went over the process and how the RHNA number is determined for each jurisdiction in the county.

Director Adamson and Manager Landaverry answered questions from Vice-Chair Pulido in regards to how the current RHNA number was divided between Santa Cruz and Monterey county, and the projected number for the next cycle commencing in year 2023.

ADOPTED MINUTES 4.A.

C. PRESENTATION BY PRINCIPAL PLANNER JUSTIN MEEK ON PROPOSED HOUSING LEGISLATION- WHAT TO LOOK FOR?

Presentation was given by Principal Planner Justin Meek.

Principal Planner Meek answered questions from Commissioner Cole regarding Senate Bill 9, the ministerial approval process, and other Senate bills pertaining to land use and housing.

Commissioner Kammer suggested unbundling parking from the cost of housing to make it more affordable, and reconsidering various land uses throughout the City.

6. REPORT OF THE SECRETARY

Director Merriam gave her report.

7. ADJOURNMENT

Chair Veitch-Olson adjourned the meeting at 7:36 PM. The next remote/teleconference Planning Commission meeting is scheduled for Tuesday, May 4, 2021, at 6:00 PM.

DocuSigned by:
Suzi Merriam

7604AA869306458...
Suzi Merriam, Secretary
Planning Commission

DocuSigned by:
Jenni Veitch-Olson

1FBCBB0EEAFF424...
Jenni Veitch-Olson, Chair
Planning Commission

City Manager

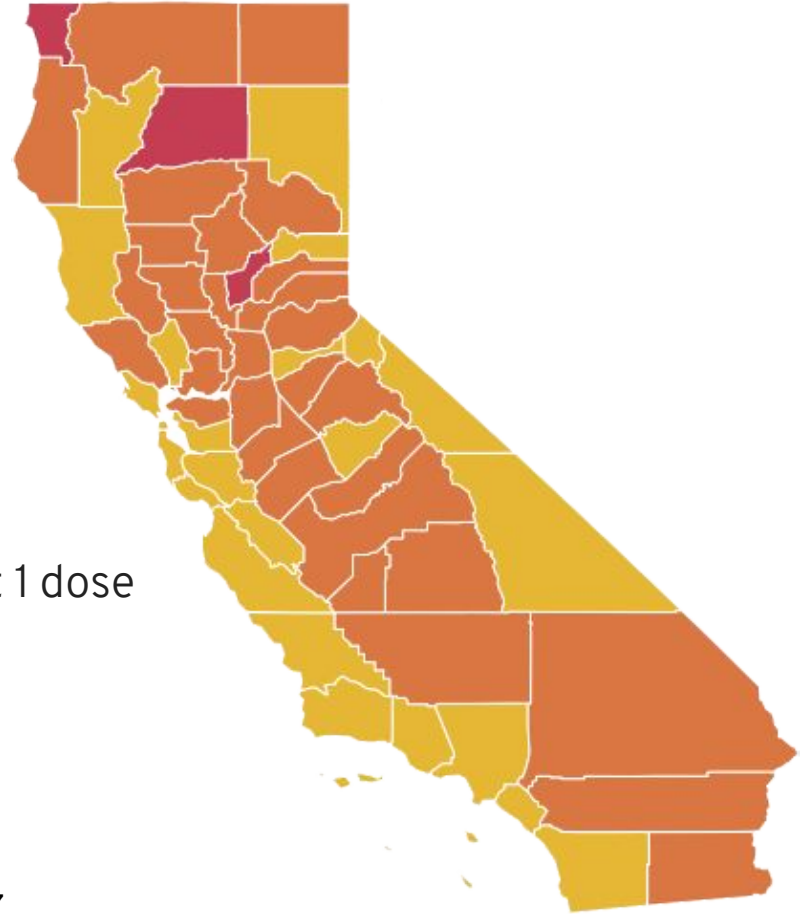
Update - June 8, 2021

COVID-19

FOR MORE INFORMATION VISIT [COVI19.CA.GOV](https://covi19.ca.gov)

- **18.1M** Fully Vaccinated in CA- **53.3%**
- **4.03M** Partially Vaccinated in CA- **11.9%**
- **50** Active Cases in Santa Cruz County
- **206** Deaths
- **63.1%** Vaccination in the County with at least 1 dose
- **69.9%** of Eligible 95076 members are vaccinated
- Testing Locations

www.santacruzhealth.org/testing



Vaccine Clinics

City of Watsonville - 768-3279

Everyone 12+ is eligible

- **City Hall:** Thursday - Mondays
(walk-ins)
- Health Care Providers & Pharmacies



www.santacruzhealth.org/coronavirusvaccine

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American Rescue Plan Act (ARPA)



Spirit of Watsonville Neighborhood Parade




AD HOC Survey

Due Wednesday 6/9/21

Return it:

- Mail
- Drop off
- Email

Printed Standard
U.S. Postage
PAID
Watsonville, CA
Permit No. 50

 City of Watsonville
Ad Hoc Committee on Policing & Social Equity
275 Main Street, Suite 400
Watsonville, CA 95076

Change starts with you.
Let your voice be heard!
El cambio comienza contigo.
¡Deje que se escuche su voz!

Your opinion matters and will help influence change in your community!
¡Su opinión es importante y ayudará a influir el cambio en su comunidad!

**WATSONVILLE AD HOC COMMITTEE ON POLICING AND SOCIAL EQUITY
COMMUNITY SURVEY**

The City of Watsonville has formed an Ad Hoc Committee to examine safety, policing, and racial equity in Watsonville. The committee seeks community input that will inform their recommendations to the city about the future of policing and community services in Watsonville. This survey is an important step in engaging community members in these important discussions. YOUR INPUT IS NEEDED AND VALUED. Information collected in this survey is completely anonymous. You will not be asked any identifying information. Once the survey is completed, Applied Survey Research will compile the community feedback and develop a report. The report will be used to inform the committee's recommendations on government policies, structures, and services related to policing, community services and equity in a diverse community.

Please return this survey no later than **Wednesday, June 9th**.

IMPORTANT: Please fill in the circles like this

A. What are your initials? ☐ ☐ ☐ ☐ ☐ ☐

First Middle Last

B. What is your birth date?

Month Day Year

1. Which of the following age groups are you in?

☐ 18 to 24 years ☐ 25 to 44 years ☐ 45 to 64 years ☐ 65 years and over

2. Which of the following best describes your gender identity?

☐ Male ☐ Female ☐ Non-binary
☐ Transgender ☐ Prefer not to say

3. Which of the following best describes your race/ethnicity?

☐ White ☐ Black or African American ☐ Hispanic or Latino ☐ Asian or Pacific Islander
☐ Native Hawaiian or Other Pacific Islander ☐ Two or more races

11. Please indicate the extent to which you agree or disagree with the following statements. (Scale: strongly disagree[SD], disagree[D], neutral[N], agree[A], strongly agree[SA])

Statement	SD	D	N	A	SA
a. I think that the WPD does a good job working with the community to solve local problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. The police department is responsive to community concerns.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. WPD holds officers accountable for wrong or inappropriate conduct in the community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. The police and I want the same things for our community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The police department prioritizes problems that are most important to our community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
We believe that the officers within WPD are generally unbiased.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
WPD officers respect the rights of individuals and treat people fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
WPD officers treat people of different races and ethnicities equally.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Describe your general level of trust with local law enforcement.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Very trustworthy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Somewhat trustworthy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Somewhat untrustworthy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Untrustworthy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Don't know	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How has been your experience with the Watsonville Police Department (WPD)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Very positive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Somewhat positive	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Somewhat negative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Very negative	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Never had experience with WPD	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Which of the following has shaped your opinion about the WPD? (Check all that apply)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Non-emergency interaction(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please return this survey by June 9, 2021

You May:

- Drop it off at the Watsonville Public Library located at 275 Main Street, Suite 100
- Drop it off at City Hall Administration located at 275 Main Street, Suite 400
- Scan it and email it to: citymanager@cityofwatsonville.org
- Mail it back to City of Watsonville, 275 Main Street, Suite 400, Watsonville, CA 95076

Change starts with you. Let us hear your voice!
El cambio comienza contigo. ¡Escúchenos tu voz!

Envíe esta encuesta antes del 9 de junio de 2021

Puedes:

- Dejar en la biblioteca pública de Watsonville ubicada en 275 Main Street, Suite 100
- Dejar en la administración del ayuntamiento ubicado en 275 Main Street, Suite 400
- Escanearlo y enviarlo por correo electrónico a citymanager@cityofwatsonville.org
- Enviarlo por correo a la ciudad de Watsonville, 275 Main Street, Suite 400, Watsonville, CA 95076

¡Su opinión es importante y ayudará a influir el cambio en su comunidad!

Summer Construction



Contact Information

citymanager@cityofwatsonville.org





MINUTES REGULAR CITY COUNCIL MEETING

May 25, 2021

City of Watsonville
Teleconference/Remote

4:30 p.m.

1. CLOSED SESSION

**1.a CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Government Code Section 54956.9(b))**

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:
[2 Cases]

**1.b CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6)**

Agency negotiator: Nathalie Manning, Matt Huffaker & Mike McDougall

Employee organization: Confidential, Fire Management, IAFF Local 1272 (Fire),
Management, Mid-Management, Police Management,
Service Employees International Union, Local 521
Clerical Technical (SEIU)

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 Assistant City Manager Vides (Acting as City Manager), City Attorney Smith, City Clerk Vázquez Flores, Public Works & Utilities Director Palmisano, Fire Chief Lopez, Deputy City Manager Manning, Administrative Services Director Czerwin, Community Development Director Merriam, Innovation & Technology Director Boyes, Parks & Community Services Director Calubaquib, Airport Director Williams, Assistant Public Works & Utilities Directors Di Renzo and Rodriguez, Assistant Police Chief Sims, Assistant Parks & Community Services Director Heistein, Police Captain Zamora, Assistant City Clerk Ortiz, Administrative Analyst Meyer, and Interpreters Landaverry and Vázquez-Quintero.

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS

4.a REPORT OF DISBURSEMENTS

4.b. MISCELLANEOUS DOCUMENTS REPORT

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

5. PRESENTATIONS & ORAL COMMUNICATIONS

5.a ORAL COMMUNICATIONS FROM THE PUBLIC

Steve Trujillo, District 7, thanked Mayor Dutra for holding a ceremony to raise the Pride Flag on the Civic Plaza's flag pole. He encouraged the public to complete the Policing & Social Equity Survey sent to City residents and requested yearly reports from the Police Department.

Dr. Nancy A. Bilicich spoke about her participation at the Pájaro River Flood Risk Management Project meeting at Atri Park and gave an update on the status of the design agreement for the Pájaro River Levee improvement project.

Madhu Brodkey, District 4, expressed her concerns regarding aircraft noise near her home.

5.b ORAL COMMUNICATIONS FROM THE COUNCIL

Member García congratulated Cabrillo College's graduating class, which included over 50% Latino students. She mentioned she awarded the Rebecca J. García Chicano Latino Affairs Council Scholarship to Erica Renteria.

Member Estrada asked for a moment of silence in honor of the one-year anniversary of George Floyd's murder and asked the public to reminisce on its impact on the community.

Member Hurst spoke about events he attended over the previous weeks and thanked Dr. Nancy Bilicich for her work on the Pájaro River Levee Improvement project.

Member Montesino spoke about his participation at Villa Del Mar Apartments' community meeting.

Member González spoke about Pájaro Valley Arts' Pencas del Corazón exhibit and invited the public to attend. He requested that staff reach out to the speaker who expressed concerns with aircraft noise.

Mayor Pro Tempore Parker announced Pájaro Valley Unified School District's school year would be ending and schools were looking to reopen to in-person learning as COVID-19 restrictions eased. She thanked Dr. Nancy A. Bilicich for her work on the Pájaro River Levee project. She encouraged residents to take the COVID-19 vaccine.

Mayor Dutra spoke about the various events he participated in over the previous weeks. He encouraged the public to fill out the Policing and Social Equity Survey and invited all to attend the Pride Flag raising ceremony on May 28.

Gina Cole, Bike Santa Cruz County, thanked Mayor Dutra for hosting the Mayor's Bike Ride and all attendees of Ecology Action's Safe Routes Ride. She spoke about collaboration with the County and Ecology Action to create an active transportation plan for the unincorporated areas of the County. She invited the public to the protected bike lane pop-up event.

5.c. REPORT OUT OF CLOSED SESSION

City Attorney Smith, in regards to Item 1.a.1, reported that Council authorized filing of a lawsuit against Shawki Deyn Properties, LLC to collect unpaid impact fees on a local subdivision.

5.d. MAYOR'S PROCLAMATION ACKNOWLEDGING THE ZAMORA FAMILY & THEIR BUSINESS PIZZAMIA FOR PROVIDING EXCEPTIONAL SERVICE & EXCELLENT FOOD AT REASONABLE PRICES & WISHING THEM TO CONTINUE BEING PART OF THE COMMUNITY FOR MANY MORE YEARS

5.e. MAYOR'S PROCLAMATION RECOGNIZING CHRISTINA & RICHARD GONZALES & CELEBRATIONS PARTY & RENTALS FOR SERVING THE COMMUNITY FOR OVER 20 YEARS & FOR BEING AN EXAMPLE OF INVOLVEMENT & DEDICATION

5.f. MAYOR'S PROCLAMATION RECOGNIZING GUILLERMO "YERMO" ARANDA FOR HIS WORK WITH LOCAL YOUTH & CONGRATULATING HIM ON THE COMPLETION OF THE REVITALIZED "SUEÑOS" MURAL THAT WILL INSPIRE GENERATIONS TO COME

6. CONSENT AGENDA

At Mayor Pro Tempore Parker's request, Mayor Dutra removed Item 6.j. to be considered under Item 7

The following speakers spoke in support of Item 7.l.:

Francesca Graziano, Santa Cruz County resident

Dan Diaz

Leslie Chinchilla

Allyne Alina Hammer

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

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

NOES: MEMBERS: Montesino (Item 6.b only)

ABSENT: MEMBERS: None

6.a. MOTION APPROVING MINUTES OF MAY 11, 2021

**6.b. RESOLUTION NO. 143-21 (CM):
A RESOLUTION AMENDING THE 2020-2021 BUDGET TO AUTHORIZE \$1,660,000
BUDGET APPROPRIATION TO VARIOUS FUNDS**

**6.c. RESOLUTION NO. 144-21 (CM):
A RESOLUTION APPROVING ADVANCE PAYABLES (LONG TERM INTERFUND LOANS)
IDENTIFIED IN THE AUDITED FINANCIAL STATEMENTS IN ACCORDANCE WITH CITY'S
INTERFUND LOAN & TRANSFER POLICY & ACCEPTING IMPACT FEE REPORT FOR
FISCAL YEAR 2019-2020**

**6.d. RESOLUTION NO. 145-21 (CM):
A RESOLUTION AUTHORIZING ADDITIONAL FUNDS OF \$450,000, FOR FY 2020-2021 &
\$2,000,000 FOR FY 2021-2022 FROM THE SOLID WASTE FUND TO THE MONTEREY
REGIONAL WASTE MANAGEMENT DISTRICT CONTRACT FOR DISPOSAL SERVICES**

- 6.e **RESOLUTION NO.146-21 (CM):**
A RESOLUTION APPROVING PLANS & SPECIFICATIONS & CALLING FOR BIDS FOR AIRPORT BLVD. PAVEMENT RECONSTRUCTION PROJECT (ESTIMATED COST OF \$550,000 WILL BE FUNDED FROM THE GAS TAX FUND AND SB1 – GAS TAX FUND)
- 6.f **RESOLUTION NO. 147-21 (CM):**
A RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER 9 WITH GRANITE ROCK COMPANY FOR THE MONTEREY BAY SANCTUARY SCENIC TRAIL SEGMENT 18 – OHLONE PARKWAY TO WATSONVILLE SLOUGH TRAIL TRAILHEAD PROJECT NO. CT-19-02 FOR DISPOSAL OF EXCESS CONTAMINATED MATERIALS, IMPORTING ADDITIONAL AGGREGATE BASE & LABOR, IN AN AMOUNT NOT TO EXCEED \$137,000.37; AUTHORIZING A BUDGET APPROPRIATION OF \$150,000 FROM THE SPECIAL GRANTS FUND; & AUTHORIZING CITY MANAGER TO ACCEPT \$150,000 FROM THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
- 6.g **RESOLUTION NO. 148-21 (CM):**
A RESOLUTION AWARDED THREE-YEAR CONTRACT TO TELSTAR INSTRUMENTS FOR WATER, WASTEWATER, & COLLECTION SYSTEM WONDERWARE UPGRADE, IN AN AMOUNT NOT TO EXCEED \$655,000 (\$195,172 WILL BE FUNDED BY THE WATER ENTERPRISE FUND & \$459,828 WILL BE FUNDED BY THE WASTEWATER ENTERPRISE FUND)
- 6.h **RESOLUTION NO. 149-21 (CM)**
A RESOLUTION APPROVING THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE SANTA CRUZ COUNTY LIBRARY FINANCING AUTHORITY BETWEEN CITY OF WATSONVILLE, COUNTY OF SANTA CRUZ, CITY OF SANTA CRUZ, CITY OF CAPITOLA, & CITY OF SCOTTS VALLEY ESTABLISHING CONTRIBUTIONS FOR FY 2021-22; UPDATING BUDGET PROCESS & DISBURSEMENT OF FUNDS; MAINTAINING EXISTING PROCEDURES; EXTENDING TERM THROUGH JUNE 30, 2022; & DELETING SECTION 8.4 (CLOSED SESSIONS) OF ARTICLE VIII - INDEMNIFICATION & INSURANCE
- 6.i **RESOLUTION NO. 150-21 (CM)**
A RESOLUTION FIXING DATE & TIME AS JUNE 8 & 22, 2021, AT 5:30 P.M. FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE BUDGET FOR FISCAL YEAR 2021-2022 AND DIRECTING THE CITY CLERK TO GIVE NOTICE THEREOF
- 6.j **A RESOLUTION ESTABLISHING SEVEN-MEMBER COMMUNITY REDISTRICTING ADVISORY COMMITTEE & APPOINTING MEMBERS TO SAME – Item removed, see item 7.**
- 6.k **RESOLUTION NO. 151-21 (CM)**
A RESOLUTION GRANTING CONSENT TO THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ TO RENEW THE SANTA CRUZ COUNTY TOURISM MARKETING DISTRICT (TMD)
- 6.l **RESOLUTION NO. 152-21 (CM):**
A RESOLUTION DECLARING ITS SUPPORT OF SENATE BILL 380 AS INTRODUCED ON FEBRUARY 10, 2021, & AMENDED ON APRIL 22, 2021 (EGGMAN) ENTITLED *END OF LIFE*; WOULD KEEP & IMPROVE CALIFORNIA’S END OF LIFE OPTION ACT WHICH

INCLUDES AMENDMENTS TO IMPROVE ACCESS TO THE LAW, ESPECIALLY FOR RURAL COMMUNITIES & UNDERSERVED COMMUNITIES OF COLOR

7. ITEMS REMOVED FROM CONSENT AGENDA

**6.j RESOLUTION NO. 153-21 (CM)
A RESOLUTION ESTABLISHING SEVEN-MEMBER COMMUNITY REDISTRICTING
ADVISORY COMMITTEE & APPOINTING MEMBERS TO SAME**

Mayor Pro Tempore Parker requested to extend the application period for District 7 until June 11, 2021.

MOTION: It was moved by Mayor Pro Tempore Parker, seconded by Member García and carried by the following vote to approve Consent Agenda Item 6.j and extend the application deadline for District 7 to June 11:

AYES:	MEMBERS:	Estrada, García, González, Hurst, Montesino, Parker, Dutra
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

8. PUBLIC HEARINGS, ORDINANCES, & APPEALS

**8.a PUBLIC/PROTEST HEARING TO CONSIDER PROPOSED INCREASE OF WATER,
WASTEWATER, & SOLID WASTE UTILITY RATES FOR FISCAL YEARS 2021/22
THROUGH 2025/26**

**1) Staff Report by Public Works & Utilities Director Palmisano & 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 issues that would arise if Council did not raise the utility rates, sewer pipes replacement efforts, public works fleet, and financial assistance available to seniors for utility charges

In answering Member García, Public Works & Utilities Director Palmisano spoke about funding available to aid those unable to pay their utility bills and safeguards to ensure responsible use of utility revenues.

In answering Mayor Pro Tempore Parker, Assistant Public Works & Utilities Director Di Renzo spoke about organic waste disposal requirements with the Monterey Regional Waste Management District imposed by the State. He explained the Council could allocate money from the General Fund to help seniors on fixed income with rate increases.

Assistant Public Works & Utilities Director Di Renzo answered questions from Member Estrada regarding need for maintenance and replacement of equipment, potential issues with delaying projects.

Public Works & Utilities Director Palmisano, in answering Member González, spoke about the structural deficit facing the City and the impact Federal funding would have on Capital Improvement Projects.

3) Public/Protest Hearing

Madhu Brodkey expressed her concerns with the state of water and wastewater equipment, but asked Council to consider seniors who live on fixed income.

Steve Trujillo, District 7, suggested restaurants make people aware of costs of being wasteful with food. He inquired about the possibility of establishing a program to provide aid to those who struggle to pay their bills.

Juan Quintana expressed his concerns that the public was not given enough time to provide input.

4) MOTION: It was moved by Member Montesino and seconded by Member González to approve the resolution listed below.

5) City Council Deliberation on Motion

Member Hurst spoke about challenges of increasing utility rates and impacts on residents.

Member García spoke about the challenges of increasing utility rates in a low-income community, especially during a pandemic. She stated her support of the rate increases because regardless of payment, water services to homes would continue. She added that increased revenues would ensure continued upgrades and repair of water and sewer infrastructure.

Member Estrada stated his concerns with infrastructure maintenance not being addressed in a timely manner.

Mayor Pro Tempore Parker stated Council would explore financial assistance for low income residents and seniors.

Member González spoke about the potential for establishing a fund to aid those who struggle to pay these utility charges.

Mayor Dutra spoke about potential State and Federal funding that would aid the infrastructure repairs necessary and said he would not support utility rate increases.

MOTION: The above motion carried by the following vote:

AYES:	MEMBERS:	Estrada, García, González, Hurst, Montesino, Parker
NOES:	MEMBERS:	Dutra
ABSENT:	MEMBERS:	None

**6) RESOLUTION NO. 154-21 (CM)
A RESOLUTION OVERRULING PROTESTS, IF ANY, & ADOPTING FEES, RATES, & CHARGES FOR WATER, WASTEWATER, & SOLID WASTE SERVICE**

8.b PUBLIC HEARING TO CONSIDER CONFIRMATION OF DIAGRAMS, ASSESSMENTS, & LEVYING ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR GONZALES STREET LLMAD, BAY BREEZE LLMAD, & VISTA MONTAÑA LLMAD

1) Staff Report by Assistant Parks & Community Services Director Heistein

2) City Council Clarifying & Technical Questions

Assistant Parks & Community Services Director Heistein, in answering Member Hurst, explained that homeowners were informed, at the time of purchasing their homes that they would be part of an LLMAD.

In answering Member Montesino, Assistant Parks & Community Services Director Heistein Spoke about the process for dissolving a LLMAD.

Assistant Parks & Community Services Director Heistein, in answering Mayor Pro Tempore Parker, spoke about homeowners who were unaware of what the LLMAD funds were for.

In answering Member Estrada, Assistant Parks & Community Services Director Heistein explained staff responsibilities as part of a LLMAD.

Assistant Parks & Community Services Director Heistein, in answering Member González, explained how the LLMAD was charged for staff time.

3) Public Hearing

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

4) MOTION: It was moved by Member Hurst and seconded by Member Montesino to approve the resolutions listed below:

5) City Council Deliberation on Motion

Mayor Dutra spoke about challenges of managing the LLMADs and the high expectations from home owners.

Mayor Pro Tempore Parker asked staff to explore alternatives to LLMADs.

MOTION: The above motion carried by the following vote:

AYES:	MEMBERS:	Estrada, García, González, Hurst, Montesino, Parker, Dutra
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

**6) RESOLUTION NO. 155-21 (CM)
A RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING ASSESSMENT FOR FISCAL YEAR 2021-2022 FOR GONZALES STREET ALLEYWAY LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-94-1**

- 7) **RESOLUTION NO. 156-21 (CM)**
A RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING
ASSESSMENT FOR FISCAL YEAR 2021-2022 FOR BAY BREEZE SUBDIVISION
LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-
02
- 8) **RESOLUTION NO. 157-21 (CM)**
A RESOLUTION CONFIRMING DIAGRAM & ASSESSMENT & LEVYING
ASSESSMENT FOR FISCAL YEAR 2021-2022 FOR VISTA MONTAÑA SUBDIVISION
LANDSCAPING & LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. PK-03-
03

9. EMERGENCY ITEMS ADDED TO AGENDA

10. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

Member Montesino requested staff bring back LLMADs for consideration of potential alternatives to continued management of LLMADs.

11. ADJOURNMENT

The meeting adjourned at 8:31 PM.

Jimmy Dutra, Mayor

ATTEST:

Beatriz Vázquez Flores, City Clerk



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: AIRPORT DIRECTOR WILLIAMS
AIRPORT OPERATIONS MANAGER ROSAS

SUBJECT: APPROVAL OF MUNICIPAL AIRPORT PURCHASE ORDER FOR
SOLE SOURCE VENDOR OF UNLEADED AVIATION FUEL

STATEMENT OF ISSUES:

The Federal Aviation Administration (FAA), Environmental Protection Agency (EPA) and industry are partnering to remove lead from aviation gasoline (AvGas) as AvGas emissions have become the largest contributor to the relatively low levels of lead emissions produced in this country. We anticipate that AvGas fuel purchases will be reduced as much as 60% due to the introduction of unleaded fuel at the airport.

RECOMMENDED ACTION:

It is recommended the City Council approve and authorize the Municipal Airport to issue a sole source purchase order, in the amount of \$400,000.00, with Swift Fuels, LLC., of West Lafayette, Indiana to purchase unleaded aviation fuel for resale. The purchase order is valid effective July 1, 2021, expires June 30, 2022 and is funded via the Airport Enterprise Fund fuel expense account.

DISCUSSION:

Owners and operators of more than 167,000 piston-engine aircraft operating in the United States rely on aviation gasoline (AvGas) to power their aircraft. AvGas is the only remaining lead-containing transportation fuel. Although lead in AvGas prevents engine damage, lead is a toxic substance that can be inhaled or absorbed in the bloodstream. The FAA, EPA and industry are partnering to remove lead from AvGas. AvGas emissions have become the largest contributor to the relatively low levels of lead emissions produced in this country.

Over the last five years the Municipal Airport has continued to monitor the development of high octane, unleaded fuel formulations. The result of these efforts has identified Swift Fuels, LLC as a supplier of operationally safe alternatives to leaded AvGas. Swift Fuels, LLC is the sole provider of unleaded aviation fuel in the United States. There are no other sources for unleaded aviation fuel. Swift Fuel UL94 has been approved by the FAA as an authorized fuel for certain models of piston powered aircraft.

The City of Watsonville is uniquely positioned to become the first municipality on the Central Coast, whose airport will offer unleaded aviation fuel for sale to based flight schools, aircraft owners, operators and transient pilots. The Municipal Airport will continue to offer AvGas as an option given the substantial number of aircraft that require such fuel.

It is estimated that AvGas fuel purchases will be reduced by as much as 60% due to the introduction of unleaded aviation fuel as an available fuel at the airport.

STRATEGIC PLAN:

Approving the purchase order, and the subsequent purchase and resale of Swift Fuels, supports the Municipal Airport's commitment to lessen general aviation's environmental impact on the Airport, Community and the City.
03-Infrastructure & Environment

FINANCIAL IMPACT:

The fiscal impact of this proposed purchase order is net neutral, as the unleaded fuel purchased will substitute commensurate AvGas purchases for FY2021-2022.

ALTERNATIVE ACTION:

The City Council may choose not to issue the purchase order. Leaded AvGas sales will not be reduced.

ATTACHMENTS AND/OR REFERENCES (If any):

None.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

Rayvon Williams
Airport Director
Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA 95076

Dear Mr. Williams,

I am writing on behalf of Acting Regional Administrator Deborah Jordan, who has asked me to respond to your May 10, 2021 letter regarding EPA support for purchase of unleaded aviation fuel.

Thank you for your interest in this subject and we support your goal of reducing lead emission at your airport. However, EPA is not able to endorse any particular fuel, fuel safety or operation requirements. EPA is concerned about all potential sources of lead exposure, including from piston-engine aircraft, and there are actions that can and are being taken to reduce lead from this source. These actions include making unleaded fuel available and taking steps to mitigate the potential for elevated lead levels beyond airport property. The Federal Aviation Administration (FAA) shares EPA's concerns about lead emissions from piston-engine aircraft, and FAA has a program underway to identify unleaded alternatives for the fleet of piston-engine aircraft. EPA recognizes the need for continued effort to further reduce lead exposure, especially for children, due to the potential impact of multiple sources of lead.

To learn more about FAA's recent updates to aviation gasoline programs and initiatives, please visit:
<https://www.faa.gov/about/initiatives/avgas/>

To learn more about regulations for lead emissions from aircraft, please visit:
<https://www.epa.gov/regulations-emissions-vehicles-and-engines/regulations-lead-emissions-aircraft>

This congressionally mandated report from the National Academies of Sciences describes the roles of various government entities in this complex effort:
<https://www.nationalacademies.org/news/2021/01/eliminating-lead-emissions-from-small-aircraft-will-require-concerted-efforts-across-the-aviation-sector-says-new-report>

Sincerely,

ELIZABETH
ADAMS

Elizabeth J. Adams
Director, Air and Radiation Division

Digitally signed by ELIZABETH
ADAMS
Date: 2021.05.24 18:13:35 -07'00'

Attachment 1
Page 1 of 1

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SOLE SOURCE PURCHASE FROM SWIFT FUELS, LLC., A LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF UNLEADED AVIATION FUEL FOR FISCAL YEAR 2021-2022, IN AN AMOUNT NOT TO EXCEED \$400,000 (FUNDED FROM THE AIRPORT ENTERPRISE FUND)

WHEREAS, bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (c) of § 3-5.210 exempts supplies that is unique, available only from one (1) source, or sought to match existing equipment or supplies already in use (also known as a sole source purchase); and

WHEREAS, Swift Fuels, LLC., is the sole provider of unleaded aviation fuel in the United States, there are no other sources for unleaded aviation fuel.

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

1. The Council finds that the purchase of unleaded aviation fuel is available from one source and is approved by the Federal Aviation Administration (FAA) as an authorized fuel for certain models of piston powered aircraft (also known as a sole source purchase).
2. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a sole source purchase under subdivision (c) of § 3-5.210 of the Municipal Code.
3. That this purchase from Swift Fuels, LLC., a limited liability company, in an amount not to exceed \$400,000 for Fiscal Year 2021-2022, is hereby authorized.



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO
RYAN SMITH, WASTEWATER DIVISION MANAGER

SUBJECT: BULK CHEMICAL CONTRACT FOR FERRIC CHLORIDE USED IN
WASTEWATER TREATMENT

STATEMENT OF ISSUES:

Various chemicals in bulk quantities are used in wastewater treatment processes, and ferric chloride is one such chemical. The contract with the current vendor expires at the end of this fiscal year and a new contract must be established to ensure uninterrupted supply of this chemical.

RECOMMENDED ACTION:

Adopt a resolution approving a contract with Thatcher Company of California, Inc. in the amount of \$150,000 for ferric chloride used in wastewater treatment for Fiscal Year 2021-2022.

DISCUSSION:

Proper wastewater treatment practices protect Watsonville's public health and environment, and ensures the City's obligations under its many environmental permits. Various chemicals in bulk quantities are used in wastewater treatment processes, and ferric chloride ("ferric") is one such chemical. Ferric is used to control hydrogen sulfide concentrations in anaerobic digester biogas within allowable limits prescribed by the Monterey Bay Air Resources District.

Section 3-5.300 of the Municipal Code requires purchases of supplies estimated to cost between \$20,000.00 to \$100,000.00 be made pursuant to Article 3 commencing with § 3-5.300. Section 3-5.310 requires quotations from at least three vendors. Section 3-5.340 requires purchases be awarded to the person submitting the lowest responsive and responsible quotation.

Section 3-5.210 exempts certain purchases from competitive bidding. Subdivision (e) exempts purchases made cooperatively with one (1) or more other units of government through cooperative purchasing programs substantially the same as the City of Watsonville. Subdivision (f) exempts purchases when in the opinion of the Purchasing Officer the supplies are available from a vendor who has been selected as the lowest bidder within the

prior twelve months by another public entity using competitive bidding procedures substantially the same as those used by the City for the acquisition of such equipment or supplies (sometimes called “piggybacking”).

Watsonville is a member of the [Bay Area Chemical Consortium](#) (“BACC”). BACC is an informal cooperative of over sixty public agencies that advertises and opens sealed competitive bids and then prepares bid recommendations. Once bids are opened, participating public agencies enter into their own contracts with the lowest responsive bidder. The purpose of the Consortium is to obtain the best possible price for chemicals through joint (bulk) purchasing.

The contract with the current vendor, Kemira Water Solutions, Inc. (“Kemira”) expires at the end of this fiscal year and a new contract must be approved to ensure uninterrupted supply of this chemical.

Bids were issued by BACC on March 18 on PlanetBids, and bids were received on or before the April 15 due date as follows:

- | | |
|---|------------------|
| 1. Thatcher Company of California, Inc. | \$727.05/Dry Ton |
| 2. Kemira Water Solutions, Inc. | \$729.38/Dry Ton |
| 3. Pennco, Inc. | \$950.00/Dry Ton |

After review of the bids, it is recommended to award a contract to Thatcher because its bid was lowest.

STRATEGIC PLAN:

This contract is consistent with the Strategic Plan Priority 3 – Infrastructure & Environment.

FINANCIAL IMPACT:

Funds for this contract will be available in the Fiscal Year 2021-2022 Wastewater Utility Enterprise budget, account code 0710-530-7551.

ALTERNATIVE ACTION:

No feasible alternatives have been identified.

ATTACHMENTS AND/OR REFERENCES (If any):

1. BACC Bidding Legal Notice
2. BACC Bid Review
3. BACC Bid Prices
4. BACC Award Letter

3835234

BAY AREA CLEAN WATER AGENCY
P.O. BOX 24055, MS 702
OAKLAND, CA 94623

PROOF OF PUBLICATION

FILE NO. Bid No 06-2021

In the matter of

Tri-Valley Herald

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Tri-Valley Herald, a newspaper published in the English language in the City of Livermore, County of Alameda, State of California.

I declare that the Tri-Valley Herald is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated September 16, 1947, Case Number 205370 and modified November 19, 1973, Case Number 240625. Said decree states that the Tri-Valley Herald is adjudged to be a newspaper of general circulation for the City of Livermore, County of Alameda and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/18/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: March 19, 2021



Public Notice Advertising Clerk

Legal No.

0006560704

**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF
FERRIC CHLORIDE
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 06-2021**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of FERRIC CHLORIDE. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <https://bacwa.org/bacc/> by 4:00 P.M. PDT, Thursday, April 15, 2021. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid platform.

TVH# 6560704 Mar. 18, 2021

Bay Area Clean Water Agencies
Bid Results for Project 06-2021 FERRIC CHLORIDE
Issued on 03/18/2021
Bid Due on April 15, 2021 4:00 PM (PDT)
Addendum Issued: One (1)
SINGLE BID AWARD

Item #	Hill Brothers Chemical Co.	Pencco, Inc	Thatcher Company of California, Inc.	Kemira Water Solutions, Inc
	IRREGULAR BID	IRREGULAR BID	LOWEST RESPONSIVE RESPONSIBLE BID	NOT LOWEST
1	Received via bid platform by bid deadline above	YES	YES	YES
2	Bids submitted on forms provided	YES	YES	YES
3	Must include a base unit price for each geographic area	NO; ONLY BID FOR CENTRAL VALLEY, EAST BAY AND NORTH BAY	NO BID FOR CENTRAL VALLEY AND NORTH BAY	YES
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form	NO	NO	NO
5	References: minimum of 3	YES	YES	YES
6	Product Specification Deviations - if any, proposed specification must be attached		NO	NO
7	Fully Executed Standard Agreement	YES	YES	YES
8	Fully Executed Non-Collusion Affidavit	YES	YES	YES
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	NO	YES	YES
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	NO	NO	YES
11	Name /Address of chemical manufacturer	SAME	SAME	SAME
12	Product Bulletin and Typical Properties	YES	YES	YES
13	Safety Data Sheet (SDS)	YES	YES	YES
14	Addendum/Addenda Acknowledgement	YES	YES	YES
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	NO	NO	CHEMICAL TRANSFER, STOCKTON, CA
16	Specific Deviations Noted	NO	NO	NOT INDICATED ON THE STANDARD AGREEMENT SHEET FOR DEVIATIONS BUT NOTED ON THE BID FORM EXHIBIT A AND ATTACHED: ADDITION TO SECTION 4 INDEMNIFICATION: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ANY OF THE OBLIGATIONS UNDER THIS AGREEMENT.

Section	FERRIC CHLORIDE							
Description	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Hill Brothers Chemical Co.		\$1,219.00	\$1,126.60	no bid	\$1,785.00	no bid	no bid	no bid
Pencoco, Inc	no bid		\$950.00	\$950.00	no bid	\$875.00	\$850.00	\$950.00
Thatcher Company of California, Inc.		\$773.00	\$731.00	\$731.00	\$764.00	\$764.00	\$746.00	\$727.05
Kemira Water Solutions, Inc		\$915.50	\$769.15	\$785.85	\$780.78	\$777.81	\$761.62	\$729.38
								\$742.45

*Highlighted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.



May 5, 2021

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2021 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, Marin Sonoma Napa, North Bay, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 13-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", with a long horizontal line extending to the right.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Attachment 4
Page 1 of 1

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT WITH THATCHER COMPANY OF CALIFORNIA, INC., A CORPORATION, FOR THE PURCHASE OF FERRIC CHLORIDE USED IN WASTEWATER TREATMENT PROCESSES, IN AN AMOUNT NOT TO EXCEED \$150,000 FOR FY2021-2022, AND DIRECTING THE CITY MANAGER TO EXECUTE SAME (FUNDED FROM THE WASTEWATER ENTERPRISE FUND)

WHEREAS, bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (f) of § 3-5.210 exempts purchases when the supplies are available from a vendor who has been selected as the lowest bidder within the prior twelve (12) months by another public entity using competitive bidding procedures substantially the same as the City; and

WHEREAS, the City of Watsonville is a member of the Bay Area Chemical Consortium (BACC); and

WHEREAS, the purpose of the consortium is to obtain the best possible price for chemicals through joint purchasing; and

WHEREAS, Thatcher Company of California, Inc., was determined to be the lowest responsive bid by the BACC for the supply and delivery of ferric chloride.

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

1. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a purchase available from a vendor who has been selected as the lowest bidder by another public entity using competitive bidding procedures

substantially the same as the City for the acquisition of such supplies within the prior twelve months under subdivision (f) of § 3-5.210 of the Municipal Code.

2. That the purchase of ferric chloride from Thatcher Company of California, Inc., a corporation, in an amount not to exceed \$150,000 for FY 2021-2022, is hereby authorized.

3. That the Contract for Consultant Services between the City of Watsonville and Thatcher Company of California, Inc., for the purchase of ferric chloride used in wastewater treatment processes, commencing on July 1, 2021, and ending June 30, 2022, in an amount not to exceed \$150,000, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND THATCHER COMPANY OF CALIFORNIA, INC.**

THIS CONTRACT, is made and entered into this July 1st, 2021, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **THATCHER COMPANY OF CALIFORNIA, 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 from July 1st, 2021 to June 30th, 2022, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$150,000.00

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Thatcher Company of California, Inc.
PO BOX 27407
Salt Lake City, UT 84127
(916) 389-2517

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

///
///
///
///

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY
CITY OF WATSONVILLE

CONSULTANT

BY _____
Matthew D. Huffaker, City Manager

BY  _____
Craig Thatcher, CEO

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

See Attachment 1.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: July 1st, 2021 through June 30th, 2022.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$150,000.00
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall not include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Attachment 1.

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2021
FOR SUPPLY AND DELIVERY OF FERRIC CHLORIDE**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
<https://bacwa.org/bacc/>

No later than 4:00 PM. PDT
Thursday, April 15, 2021

Legal Name of Bidder:

Thatcher Company of California, Inc.

Business Address

P. O. Box 27407

Salt Lake City, UT 84127-0407

Telephone Number: (916) 389-2517

Facsimile Number: (916) 389-2516

Email Address: michael.walker@tchem.com;
wendy.richmond@tchem.com

Authorized Representative (Please Print):

Craig N. Thatcher

Signature:

Craig N. Thatcher

Date:

April 12, 2021

I. All costs except California State sales tax for the purchase of FERRIC CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders and/or purchase agreements with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.



May 5, 2021

Thatcher Company of California, Inc.

Attn: Craig N. Thatcher

PO Box 27407

Salt Lake City, UT 84127-0407

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2021 for Supply and Delivery of FERRIC CHLORIDE.

Dear Mr. Thatcher,

We are pleased to advise you that the bid submitted by Thatcher Company of California, Inc. for Bid No. 06-2021 was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Thatcher Company of California, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", is written over the printed name.

Jennifer Dymment

Assistant Executive Director

BACWA.org

as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 06-2021 FERRIC CHLORIDE
 Issued on 03/18/2021
 Bid Due on April 15, 2021 4:00 PM (PDT)
 Addendum Issued: One (1)

Item #		Hill Brothers Chemical Co.	Pencoco, Inc	Thatcher Company of California, Inc.	Kemira Water Solutions, Inc
1	SINGLE BID AWARD				
2	BACC RECOMMENDATION	IRREGULAR BID	IRREGULAR BID	LOWEST RESPONSIVE RESPONSIBLE BID	NOT LOWEST
	Must include a base unit price for each geographic area	YES	YES	YES	YES
	Bids submitted on forms provided	YES	YES	YES	YES
3		NO; ONLY BID FOR CENTRAL VALLEY EAST BAY AND NORTH BAY	NO BID FOR CENTRAL VALLEY AND NORTH BAY	YES	YES
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form		NO	NO	NO
5	Permit Specification Deviations - if any, proposed specification must be attached				
6	References: minimum of 3	YES	YES	YES	YES
7	Fully Executed Standard Agreement	YES	YES		YES &
	Fully Executed Non-Collusion Affidavit	YES	YES	YES	YES
	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard by Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	NO			
	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	NO	NO	YES	YES
	Name /Address of chemical manufacturer	SAME	SAME	U.S. MAGNESIUM (ROWLEY, UT)	SAME
	Product Bulletin and Typical Properties		YES	YES	YES
	Safety Data Sheet (SDS)		YES	YES	YES
9	Addendum/Addenda Acknowledgement	YES	YES	YES	YES
10	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder		NO	NO	CHEMICAL TRANSFER, STOCKTON, CA
11					
12					
13					
14					
15	Specific Deviations Noted	NO	NO	NOT INDICATED ON THE STANDARD AGREEMENT SHEET FOR DEVIATIONS BUT NOTED ON THE BID FORM EXHIBIT A AND ATTACHED: ADDITION TO SECTION 4 INDEMNIFICATION: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ANY OF THE OBLIGATIONS UNDER THIS AGREEMENT.	NO

Bay Area Clean Water Agencies**Bid Results for Project 06-2021 FERRIC CHLORIDE**

Issued on 03/18/2021

Bid Due on April 15, 2021 4:00 PM (PDT)

Exported on 04/15/2021

Section	FERRIC CHLORIDE									
Description	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley		
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Hill Brothers Chemical Co.		\$1,219. 00	\$1,126. 60	no bid		\$1,785. 00	no bid		no bid	no bid
Pencco, Inc	no bid		\$950. 00	\$950. 00	no bid		\$875. 00	\$850. 00	\$950. 00	\$950. 00
Thatcher Company of California, Inc.		\$773. 00	\$731. 00	\$731. 00		\$764. 00	\$764. 00	\$746. 00	\$727. 05	\$731. 00
Kemira Water Solutions, Inc		\$915. 50	\$769. 15	\$785. 85		\$780. 78	\$777. 81	\$761. 62	\$729. 38	\$742. 45

*Highlighted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2021

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6967 South River Gate Drive, #200
Salt Lake City UT 84047

CONTACT NAME: Carolyn Maldonado

PHONE (A/C No. Ext): 801-290-3181

FAX (A/C No.):

E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AIG Specialty Insurance Company

26883

INSURER B: National Union Fire Insurance Company of Pittsburgh

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Thatcher Company of California, Inc.
Thatcher Company of Nevada, Inc.
P. O. Box 27407
Salt Lake City UT 84127-0407

THATCOM-01

COVERAGES

CERTIFICATE NUMBER: 1013360387

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y		EG14246248-03	4/1/2021	4/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 POLLUTION LEGAL COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$2,000,000 BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> ANY AUTO OWNED SCHEDULED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS NON-OWNED <input checked="" type="checkbox"/> OCCUR			CA4489610	4/1/2021	4/1/2022	(Per accident) \$
B	<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY DED RETENTION \$ CLAIMS-MADE Y/N			EGU14246249-03	4/1/2021	4/1/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE PER OTHER \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY If yes, describe under OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below		N/A	WC015893604	4/1/2021	4/1/2022	STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Pollution Liability GL/Pollution			EG14246248-03	4/1/2021	4/1/2022	Limit Deductible

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

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Wastonville
City Clerk
275 Main Street, Suite 400
Watsonville CA 95076
USA

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

AUTHORIZED REPRESENTATIVE



LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Thatcher Company of California, Inc. Thatcher Company of Nevada, Inc. P. O. Box 27407 Salt Lake City UT 84127-0407	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: _____ **FORM TITLE:** _____

Thatcher Company of Nevada, Inc.
 Thatcher Company of New York, Inc.
 Thatcher Chemical of Florida, Inc.
 Thatcher Pharmaceuticals, Inc.
 Thatcher Company of North Dakota, Inc.
 All carriers are rated A XV
 City of Wastonville is included as Additional Insured in accordance with th policy provisions of the General Liability policy.

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 4/1/2021

Forms a part of Policy No.: EG14246248-03

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B AND E ADDITIONAL INSURED -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your work; or**
- B. In connection with your premises owned by or rented to you.**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR
WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO
RYAN SMITH, WASTEWATER DIVISION MANAGER

SUBJECT: BULK CHEMICAL CONTRACT FOR SODIUM HYPOCHLORITE
USED IN WASTEWATER TREATMENT

STATEMENT OF ISSUES:

Various chemicals in bulk quantities are used in wastewater treatment processes, and sodium hypochlorite ("hypochlorite") is one such chemical. The contract with the current vendor supplying hypochlorite expires at the end of the current fiscal year and a new contract must be established to ensure uninterrupted supply of this chemical.

RECOMMENDED ACTION:

Adopt a resolution approving a contract with Univar Solutions USA, Inc. in the amount of \$100,000 for sodium hypochlorite used in wastewater treatment for Fiscal Year 2021-2022.

DISCUSSION:

Proper wastewater treatment practices protect Watsonville's public health and environment and ensure the City's obligations under its many environmental permits. Various chemicals in bulk quantities are used in wastewater treatment processes, and hypochlorite is one such chemical. Hypochlorite is used to clean the disk filters at the Recycled Water Facility, and to maintain a slight chlorine residual in the treated water delivered to the Pájaro Valley Water Management Agency. The contract with the current vendor, Olin Corporation, expires at the end of this fiscal year. A new contract must be approved to ensure uninterrupted supply of this chemical.

Section 3-5.300 of the Municipal Code requires purchases of supplies estimated to cost between \$20,000.00 to \$100,000.00 be made pursuant to Article 3 commencing with § 3-5.300. Section 3-5.310 requires quotations from at least three vendors. Section 3-5.340 requires purchases be awarded to the person submitting the lowest responsive and responsible quotation.

Section 3-5.210 exempts certain purchases from competitive bidding. Subdivision (e) exempts purchases made cooperatively with one (1) or more other units of government through cooperative purchasing programs substantially the same as the City of Watsonville. Subdivision (f) exempts purchases when in the opinion of the Purchasing Officer the

supplies are available from a vendor who has been selected as the lowest bidder within the prior twelve months by another public entity using competitive bidding procedures substantially the same as those used by the City for the acquisition of such equipment or supplies (sometimes called “piggybacking”).

Watsonville is a member of the [Bay Area Chemical Consortium](#) (“BACC”). BACC is an informal cooperative of over sixty public agencies that advertises and opens sealed competitive bids and then prepares bid recommendations. Once bids are opened, participating public agencies enter into their own contracts with the lowest responsive bidder. The purpose of the Consortium is to obtain the best possible price for chemicals through joint (bulk) purchasing.

Bids were issued by BACC on March 18 on [PlanetBids](#). Two bids were received on or before the April 15 due date as follows:

- | | |
|-------------------------------|-----------------|
| 1. Univar Solutions USA, Inc. | \$0.7377/gallon |
| 2. Olin Corporation | \$0.7690/gallon |

After review of the bids, it is recommended to award a contract to Univar Solutions USA, Inc. which was the lower bid.

STRATEGIC PLAN:

This contract is consistent with the Strategic Plan Priority 3 – Infrastructure & Environment.

FINANCIAL IMPACT:

Funds for this contract will be available in the Fiscal Year 2021-2022 Wastewater Utility Enterprise, Water Recycling Operations and Maintenance budget, account code 071-532-7551.

ALTERNATIVE ACTION:

The City Council could elect to issue its own request for proposals (RFP) for the procurement of sodium hypochlorite. However, staff followed the Municipal Code and the alternative would likely not result in a lower bid.

ATTACHMENTS AND/OR REFERENCES (If any):

1. BACC Bidding Legal Notice
2. BACC Bid Review
3. BACC Bid Prices
4. BACC Award Letter

3835234

BAY AREA CLEAN WATER AGENCY
P.O. BOX 24055, MS 702
OAKLAND, CA 94623

PROOF OF PUBLICATION
FILE NO. Bid No 13-2021

In the matter of

Tri-Valley Herald

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Tri-Valley Herald, a newspaper published in the English language in the City of Livermore, County of Alameda, State of California.

I declare that the Tri-Valley Herald is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated September 16, 1947, Case Number 205370 and modified November 19, 1973, Case Number 240625. Said decree states that the Tri-Valley Herald is adjudged to be a newspaper of general circulation for the City of Livermore, County of Alameda and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/19/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: March 19, 2021



Public Notice Advertising Clerk

Legal No.

0006561734

**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF
SODIUM HYPOCHLORITE 12.5%
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 13-2021**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <https://bacwa.org/bacc/> by 4:00 P.M. PDT, Thursday, April 15, 2021. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid platform.

TVH# 6561734 Mar. 19, 2021

Bay Area Clean Water Agencies
 Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5%
 Issued on 03/18/2021
 Bid Due on April 15, 2021 4:00 PM (PDT)
 Addendum Issued: NONE

REGIONAL AWARD		Univar Solutions USA Inc.	Olin Corporation
Item #	BACC RECOMMENDATION	LOWEST RESPONSIVE BIDDER FOR: CENTRAL VALLEY, MARIN SONOMA NAPA, NORTH BAY, SOUTH BAY, TRI VALLEY (5 OUT OF 8 REGIONS)	LOWEST RESPONSIVE BIDDER FOR: EAST BAY, PENINSULA, AND SACRAMENTO (3 OUT OF 8 REGIONS)
1	Received via bid platform by bid deadline above	YES	YES
2	Bids submitted on forms provided	YES	YES
3	Must include a base unit price for each geographic area	YES	YES
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form	\$345 LTL FOR ORDERS LESS THAN 2K GALS	\$600 FREIGHT ADDER FOR LESS THAN 2K GALS; <600 GALS MAY NOT BE PHYSICALLY SERVICEABLE; REMOVE "INSOLUBLE MATTER" FROM COA
5	References: minimum of 3	YES	YES
6	Product Specification Deviations - if any, proposed specification must be attached	NO	NO
7	Fully Executed Standard Agreement	YES	YES
8	Fully Executed Non-Collusion Affidavit	YES	YES
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	YES	YES
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	YES	YES
11	Name /Address of chemical manufacturer	YES (UNIVAR)	YES (OLIN)
12	Product Bulletin and Typical Properties	YES	YES
13	Safety Data Sheet (SDS)	YES	YES
14	Addendum/Addenda Acknowledgement	N/A	N/A
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	NO	NO
16	Specific Deviations Noted	YES, see #4	YES - SEE ATTACHED

Bay Area Clean Water Agencies
 Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5%
 Issued on 03/18/2021
 Bid Due on April 15, 2021 4:00 PM (PDT)
 Exported on 04/15/2021

Section	SODIUM HYPOCHLORITE 12.5%								SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)	SODIUM HYPOCHLORITE 12.5% In Drums (Optional bid item)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
Description	Central Valley	East Bay	Marin Sonoma	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	Marin Sonoma Napa	Sacramento
Unit of Measure	gal	gal	Napa gal	gal	gal	gal	gal	gal	gal	gal	gal
Univar Solutions USA Inc.	\$0.71240	\$0.71550	\$0.76910	\$0.73660	\$0.74600	\$0.85880	\$0.73770	\$0.70150	no bid	no bid	no bid
Olin Corporation	\$0.78900	\$0.70400	\$0.77900	\$0.73900	\$0.73900	\$0.75400	\$0.76900	\$0.70400	no bid	no bid	\$0.66000

REGIONAL AWARD

	SODIUM HYPOCHLORITE 12.5%								12.5% In 275-gal totes (Optional bid item)	12.5% In Drums (Optional Bid Item)	5.25% (Optional Bid Item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	Marin Sonoma Napa	Sacramento
Estimated annual quantity (in gals)	1,549,000	1,989,000	1,035,000	2,194,000	1,620,500	1,082,400	1,400,000	1,125,000	2,200	1,700	85,000
Univar	\$1,103,507.60	\$1,423,129.50	\$796,018.50	\$1,616,100.40	\$1,208,893.00	\$929,565.12	\$1,032,780.00	\$789,187.50	#VALUE!	#VALUE!	#VALUE!
Olin Chlor	\$1,222,161.00	\$1,400,256.00	\$806,265.00	\$1,621,366.00	\$1,197,549.50	\$816,129.60	\$1,076,600.00	\$792,000.00	#VALUE!	#VALUE!	\$56,100.00

*Highlighted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids.



May 5, 2021

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2021 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, Marin Sonoma Napa, North Bay, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 13-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", with a long horizontal line extending to the right.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Attachment 4
Page 1 of 1

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT WITH UNIVAR SOLUTIONS USA INC., A CORPORATION, FOR THE PURCHASE OF SODIUM HYPOCHLORITE USED IN WASTEWATER TREATMENT PROCESSES, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR FY2021-2022, AND DIRECTING THE CITY MANAGER TO EXECUTE SAME (FUNDED FROM THE WASTEWATER ENTERPRISE FUND)

WHEREAS, bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (f) of § 3-5.210 exempts purchases when the supplies are available from a vendor who has been selected as the lowest bidder within the prior twelve (12) months by another public entity using competitive bidding procedures substantially the same as the City; and

WHEREAS, the City of Watsonville is a member of the Bay Area Chemical Consortium (BACC); and

WHEREAS, the purpose of the consortium is to obtain the best possible price for chemicals through joint purchasing; and

WHEREAS, Univar Solutions USA Inc., was determined to be the lowest responsive bid by the BACC for the supply and delivery of sodium hypochlorite.

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

1. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a purchase available from a vendor who has been selected as the lowest bidder by another public entity using competitive bidding procedures

substantially the same as the City for the acquisition of such supplies within the prior twelve months under subdivision (f) of § 3-5.210 of the Municipal Code.

2. That the purchase of sodium hypochlorite from Univar Solutions USA Inc., a corporation, in an amount not to exceed \$100,000 for FY 2021-2022, is hereby authorized.

3. That the Contract for Consultant Services between the City of Watsonville and Univar Solutions USA Inc., for the purchase of sodium hypochlorite used in wastewater treatment processes, commencing on July 1, 2021, and ending June 30, 2022, in an amount not to exceed \$100,000, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND UNIVAR SOLUTIONS USA INC.**

THIS CONTRACT, is made and entered into this 1st of July of 2021, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **UNIVAR SOLUTIONS USA 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 from July 1st, 2021 to June 30th, 2022, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$100,000.00

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY
City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT
Univar Solutions USA Inc.
3075 Highland Parkway Suite 200
Downers Grove, IL 60515-5560

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

///
///
///
///

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY
CITY OF WATSONVILLE

CONSULTANT

BY _____
Matthew D. Huffaker, City Manager

BY _____
Shawnasey McCarthy

DocuSigned by:
Shawnasey McCarthy
864642577D48461...

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

See Attachment 1.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: July 1st, 2021 through June 30th, 2022.

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$100,000.00
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall not include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 13-2021
FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)

<https://bacwa.org/bacc/>

No later than 4:00 PM. PDT
Thursday, April 15, 2021

Legal Name of Bidder:
Univar Solutions USA Inc.

Business Address
8201 S 212th St.
Kent WA 98032

Telephone Number: 253-872-5040

Facsimile Number: 253-872-5041

Email Address: Muniteam-west@univarsolutions.com

Authorized Representative (Please Print):
Jennifer M. Perras

Signature: 

Date: 4/13/2021

I. All costs except California State sales tax for the purchase of SODIUM HYPOCHLORITE 12.5% must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders and/or purchase agreements with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

AFFIDAVIT RE DELIVERY REQUIREMENTS

STATE OF WASHINGTON)
)
 COUNTY OF KING)

I, Jennifer Perras, the Municipal Specialist for Univar USA Inc. ("Univar") being duly sworn, states that I have read RFP#13-2021 and knows its contents and hereby attests that if Univar utilizes the services of a third party hauling company for some or all of its deliveries, Univar will be responsible for ensuring that said hauler can and will deliver the product to each location shown on the bid documents.

Chemical Transfer Co.-3105 El Dorado St., Stockton, CA 95206

#209-466-3554

Bulk Transportation- 415 S Lemon Ave., Walnut, CA 91789

#909-594-2855

Quality Carriers- 2750 Goodrick Ave, Richmond, CA

#510-232-8313

Rj's Transportation-11949 Hawthorne Ave, CA 92345


#909-732-9144

By



Jennifer M. Perras

SUBSCRIBED AND SWORN to before me this 31st day of March 2021, Jennifer M. Perras.


 Notary Public for Washington, County of King
 My Commission Expires: 10/10/2022



Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



April 12, 2021

Bay Area Clean Water Agencies

RE: Bid for Sodium Hypochlorite 12.5%, BACC Bid No. 13-2021

To Jennifer:

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, April 15, 2021 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras

Municipal Specialist
Western Region
Univar Solutions USA Inc.
Muniteam-west@univarsolutions.com
www.univar.com

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.



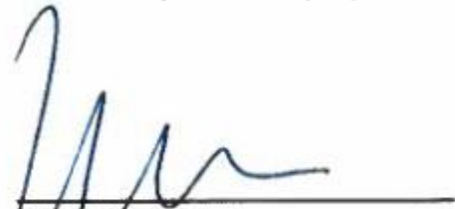
CERTIFICATE OF SECRETARY

I, Noelle J. Perkins, hereby certify that:

1. I am the duly elected, qualified and acting General Counsel and Corporate Secretary of Univar Solutions USA Inc., a Washington Corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal and statewide bids or municipal proposals for the sale of other disposition of products handled by the Company.

Shawnasey McCarthy – Municipal Commercial Manager
Victoria Meakim – Municipal Specialist
Roise Holiday – Municipal Specialist
Jennifer Perras – Municipal Specialist
Shelley Stevens – Municipal Specialist
Stacy Ziegler – Municipal Specialist
Michael Crea – Municipal Specialist

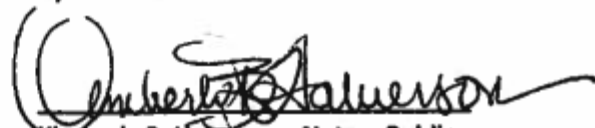
IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 9th day of November 2020.



Noelle J. Perkins
General Counsel and Corporate
Secretary

STATE OF ILLINOIS
COUNTY OF DUPAGE

This Certificate of Secretary was signed and swore before me this 9th day of November 2020 by Noelle J. Perkins, General Counsel and Corporate Secretary of Univar Solutions USA Inc.



Kimberly B. Halverson, Notary Public
My commission expires: September 5, 2022

Univar Solutions USA Inc.
2461 Crocker Circle
Fairfield, CA 94533



T 408-435-8700
F 408-435-1735
800-659-5908
www.univarsolutions.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:00 am – 5:00 pm (PST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency – 24-hour response:

Jennifer Bernhard -	(650) 216-8909 (cell)
Tom Mendenhall-	(650) 216-8821 (cell)
Brian Wills-	(650) 670-7267 (cell)
Crystal Jackson-for orders	(480) 389-9302 (cell)

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (800) 777-9587
Office Fax: (408) 435-1735

Customer Service: (602)484-4560 CustSol-BCDMB-WR@univarsolutions.com

John Dinh -Dispatcher for packaged goods

John.dinh@univar.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar Solutions USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@univarsolutions.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5000
Fax: (253) 872-5041
Jennifer.perras@univarsolutions.com

Roise Holiday
Municipal Specialist
(253) 872-5000
(253) 872-5041
Roise.Holiday@univarsolutions.com

Stacy Ziegler
Municipal Specialist
(253) 872-5000
(253) 872-5041
Stacy.ziegler@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
(253)872-5000
(253) 872-5041

Shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information

Standard Payment Terms:

Net 30 days



Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality processes.

Statement of Core Values

- **Safety:** Safety is the first priority, the most important aspect of our work.
- **Continuous Improvement:** We will improve results for all our stakeholders by doing the right things better every time.
- **Employees:** We respect and value every employee and are committed to support and develop each other personally and professionally.
- **Environment:** We are committed to protecting the health and well being of our employees, our customers, the community and the environment.
- **Ethics:** We treat every individual in our business and personal practices ethically with integrity and honesty.
- **Leadership:** Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.



**Univar Solutions USA Inc.
Supplier Information
Company Overview**

Univar is a leading global distributor of industrial and specialty chemicals, with an extensive network of over 260 distribution facilities in North America, Europe, the Asia-Pacific region, and Latin America, and additional sales offices in Eastern Europe, the Middle East, and Africa.

We serve over 115,000 customers in more than 115 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 3,500 producers, including the Premier global chemical manufacturers, and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers, including:

- Product availability and inventory management
- Product specification and technical expertise
- Blending and mixing
- Repackaging and labeling
- Just-in-time delivery
- Vendor rationalization programs
- Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise, and comprehensive product portfolio enable us to develop strong, long-term relationships with our suppliers and to provide a single-source solution for our customers.

As a world leader in chemical distribution, Univar is committed to being a responsible corporate citizen with a global focus on safety, health, the environment, and sustainability.

6 Pages



Univar Solutions USA Inc. Quality Assurance Statement

Univar USA Inc. ("Univar") offers this statement in regards to those quality measures it takes to provide quality products to you, its customer.

- Univar provides products that meet the manufacturer's specifications.
- Univar retains packaging samples and quality-related documents in accordance with its record retention program, which specifically calls for the retention of FDA regulated samples, and quality-related documents for three (3) years and EP samples and quality-related documents for six (6) years.
- Under Univar's Management of Change process, Univar forwards notices from a product's manufacturer related to ingredients, changes in processing sites, and manufacturing processes in a timely manner.
- Univar has a formalized recall process and provides notice of any known recalls or other matters that come to its attention that may directly or indirectly impact a product.
- Univar's quality control, employee training, and Safety, Health & Environmental programs meet industry standards.
- Univar develops, and maintains operational plans to meet, all federal, state, and local laws, rules, and regulations related to the packaging, storing, and distribution of products.
- Univar has facilities in the U.S. that are ISO 9001:2008 registered, including Univar's corporate office.
- Univar's facilities that handle FDA regulated product meet FDA cGMP standards.
- Univar's computer systems maintain various security controls to ensure proper management of information.

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univar maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 CFR Part 210.
- Univar packages, stores, and transports under cGMP standards.
- Univar provides a Certificate of Analysis ("COA") with each shipment.
- Univar performs stability testing on all FDA Univar-packaged products.
- Univar maintains master files and individual batch files for all lots of FDA Univar-packaged products allowing full traceability.
- Univar assigns unique lot numbers and sequential numbers to its FDA Univar-packaged products.

Univar USA Inc



**Univar Solutions USA Inc.
Delivery & Supply Assurance**

In the event of an emergency situation such as a hurricane or other natural disaster, Univar's municipal water and wastewater accounts are given priority service over industrial customers.

Univar USA, Inc., has 124 locations across the US with thousands of trucks, 39 million gallons of bulk storage and over 10 million square feet of warehouse storage.

Our trucks are equipped with power and do not need electricity to deliver.

Our drivers are trained each year in spill control and containment, hazardous communication and modules of the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS

BID NO. 13-2021

FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

BID DUE DATE: 4:00 P.M. PDT, Thursday, April 15, 2021

BID OPENING DATE: 4:00 P.M. PDT, Thursday, April 15, 2021

**Coordinating Agency:
Bay Area Clean Water Agencies**

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**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 13-2021**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <https://bacwa.org/bacc/> by **4:00 P.M. PDT, Thursday, April 15, 2021**. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid system.

SECTION I

**BAY AREA CHEMICAL CONSORTIUM
GENERAL
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

**BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%
BID NO. 13-2021**

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/bacc/> no later than **4:00 P.M. PDT, Thursday April 15, 2021.**

1. GENERAL PROVISIONS

The Bay Area Chemical Consortium (BACC) is a cooperative group of public agencies each individually established under the laws of the State of California. For this particular bid solicitation, the participating member agencies include those listed in Section III-1, Estimated Annual Quantities. These participating BACC agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%.

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/bacc/> no later than 4:00 P.M. PDT, Thursday April 15, 2021. Bids received after said date and time will not be considered under any circumstances.

BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, please contact the BACC Coordinators via the electronic bid platform <https://bacwa.org/bacc/> Q&A forum. Preliminary bid results will be available via our electronic bid platform shortly after the opening date and time.

2. INSTRUCTIONS TO BIDDERS

To receive consideration, bids must be made in accordance with the following instructions:

2.1 Bid Contract Documents

Bids must be submitted only using the forms provided in Section IV, Bid Contract Documents that includes the following: **Bid Form**, **Standard Agreement**, and **Non-Collusion Affidavit**, collectively, the bid contract documents. Bidder must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/>. Do not submit the Worksheet. Bid prices submitted on Worksheet will NOT be accepted. All items in the bid contract documents must be filled out completely, signed and dated. The bid contract documents may be rejected if they show any omissions, alterations of form, the addition of

information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all of the following components of the bid contract documents:

- A completed and signed **Bid Form**;
- A fully executed **Standard Agreement**, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted; and
- A fully executed **Non-collusion Affidavit**.

Bidder must submit **bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/>** (Line Items section).

2.2 Estimated Quantity

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating any participating BACC agency to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. All participating BACC agencies reserve the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased. For this particular bid solicitation, the estimated annual chemical quantity of each participating member agencies is listed in Section III-1, Estimated Annual Quantities.

2.3 Delivery Locations

The participating BACC agencies are grouped according to their location by relative geographic region. The bidder must quote uniform bid prices for deliveries made to each of the distinct geographic regions. For this particular bid solicitation, the distinct geographic regions for each agency are defined in Section III-1, Estimated Annual Quantities, as well as in Section III-2, Delivery Details.

2.4 Bid Pricing

All bids submitted must include a base unit price, FOB destination, for the chemical for each geographic region per paragraph 2.3 Delivery Locations. Bidders shall provide bid prices via the electronic bid platform <https://bacwa.org/bacc/> including all costs associated with providing and delivering the chemical to the agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. Bids qualified by additional or conditional charges such as CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.

BACC agencies that use a chemical for treating water for resale may be exempt from paying sales tax, and it will be the responsibility of each BACC agency to notify the successful bidder if some or all of their purchases will be exempt from sales tax per paragraph 3.6 Taxes.

Bid prices must be based on bulk deliveries amount as specified via the electronic bid platform <https://bacwa.org/bacc/>. Bids that do not include unit prices for bulk deliveries to each geographic region

specified on the electronic bid platform will be considered irregular and, at the option of BACC and the participating BACC agencies, may be eliminated from further consideration. For bulk deliveries of less than this specified amount, the bidder may, at their option, assess additional charges for "short loads" unless specific requirements for smaller deliveries are described in paragraph 3.7 Delivery Requirements, or in Section II-2 Special Technical Specifications. Any additional "short load" charges must be shown by the bidder as a specific deviation on the bid contract documents. Bidders and/or third party haulers will not be allowed to refuse to make "short load" deliveries.

Any optional item will be shown as a separate line item in the electronic bid platform <https://bacwa.org/bacc/> and bidders may, at their option, submit unit prices for the optional item. Bids that do not include unit prices for optional item will not be considered irregular and therefore such bids will not be rejected for that reason.

If participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, it will be shown as a separate line item in the electronic bid platform <https://bacwa.org/bacc/>. Bidders may, at their option, submit unit prices for deliveries in buckets, barrels, or totes. Bids that do not include unit prices for buckets, barrels, or totes will not be considered irregular and therefore such bids will not be rejected for that reason. If none of the participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, the electronic bid platform <https://bacwa.org/bacc/> will not include spaces to enter bid prices for such non-bulk deliveries in containers such as buckets, barrels, or totes, however, if a participating BACC agency later decides that they need deliveries in containers, bidders may, at their option, negotiate with the BACC agency to determine a price for deliveries in containers such as buckets, barrels, or totes.

2.5 Bidder Qualifications

A qualified bidder is one determined by BACC and the participating BACC agencies to meet standards of business competence, reputation, financial ability, and product quality. A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the chemical, and any other requirement of the bid instructions. A responsible bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third-party hauling company on the Bid Form. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between the participating BACC agency and successful bidder (see paragraph 3.5 Purchase Orders).

2.6 Authorized Signatory of Bid Contract Documents

The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations

in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

2.7 References

The bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals and services from the bidder. The bidder must provide the company or agency name, contact name, and telephone number for each reference. Whenever possible, bidders should provide references for customers from the same geographic regions as the participating BACC agencies. Bidders may provide references from BACC agencies. These references must be shown on the Standard Agreement contained herein.

2.8 Bid Submittal

Electronic bids will only be received via the electronic bid platform <https://bacwa.org/bacc/> by no later than 4:00 P.M. PDT, Thursday, April 15, 2021. Electronic bids shall contain all required attachments and information. Bidders must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/> (Line Item section). Bidders are cautioned that failure to comply may result in non-acceptance of the bid. Bids received after said date and time will not be considered under any circumstances. BACC will not be responsible for any delays or transmission errors. Bidder accepts all risks of late delivery of electronic bids. It is the bidder's responsibility to ensure that bid submitted is received by the electronic bid platform <https://bacwa.org/bacc/> prior to scheduled bid opening. Any attachment will remain sealed and will not be opened until the appointed bid opening date and time. Bidders not receiving confirmation receipt should contact the electronic bid platform vendor <https://bacwa.org/bacc/> to make sure that their electronic submittal has gone through.

2.9 Modification, Addenda, and Interpretations

Any explanation desired by the bidders regarding the meaning or interpretation of this particular bid solicitation including the bid contract documents must be requested via the electronic bid platform Q&A Forum at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the BACC Coordinator via the electronic bid platform Q&A Forum. All changes to this particular bid solicitation document including the bid contract documents initiated by the BACC Coordinator will be through written addenda and furnished to all bidders via the electronic bid platform. Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged on the Standard Agreement form that each bidder submits. Failure to acknowledge any and all the addendum(s) on the Standard Agreement form may be cause for rejection of the bid.

2.10 Modification of Bids

A bidder may modify their bid via the electronic bid platform prior to the date and time of the bid opening. Modifications of any bid prices, terms and conditions must be electronically submitted via the electronic bid platform prior to the time of the bid opening. It shall be the responsibility of the respective bidder to

determine if their written modification was received in time by electronic bid platform. BACC reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

2.11 Withdrawal of Bids

Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only via the electronic bid platform. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail on the Standard Agreement form, and a copy of the proposed specification must be attached to the Standard Agreement form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. Each BACC agency will be responsible for individually accepting or rejecting any proposed deviations from the described specifications.

2.13 Competency of Bidders

Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.

2.14 Rejection of Bids

The BACC and/or its individual agencies reserves the right to reject any and all bids and reserves the right to waive a bid deficiency or reject a bid for any reason, including but not limited to the following: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way. Bidders that plan to utilize a third-party hauling company that refused to deliver to one or more of the participating agencies in the past three (3) years will be rejected as non-responsive.

2.15 Opening Bids

A preliminary bid tabulation showing apparent lowest bid will be available on www.bacwa.org/BACC shortly after the bid opening date / time.

2.16 Method of Award

Bids may be awarded to the lowest responsive and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies

in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to delete terms or options from the bid contract documents, and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-inclusive list of criteria that must be used in award of the bid:

- a. Unit cost of the chemical
- b. Product specifications
- c. Warranties or standards of quality
- d. Capabilities to deliver product throughout the contract term
- e. Bidder's reputation, competency, and previous customer service record
- f. Third party hauling company's reputation, competency, and previous customer service record (if applicable)
- g. Fully executed non-collusion affidavit

2.17 Disqualification of Duplicate or Collusive Bidders

More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid the Non-Collusion Affidavit included in the bid document.

2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, BACC reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in paragraph 2.16 Method of Award, then any additional costs described in the "Specific Deviations" such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Specific Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Specific Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then BACC will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

2.19 Material Warranty

Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.

2.20 Bid Summary

Bid proposals will be summarized and reviewed with the BACC agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive bidders within ten (10) business days following the bid opening. After a careful review of the bids by each of the participating BACC agencies, bids may be awarded based on the criteria outlined in paragraph 2.16 Method of Award.

2.21 Manufacturer's Information

Bidders must submit with their bid contract documents the following:

- a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

3. SPECIAL INSTRUCTIONS TO BIDDERS

3.1 Chemical Requirements

The chemical to be provided under the terms and conditions of this bid must meet the bid specifications described in the pages that follow.

3.2 Safety Requirements

The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards, including compliance with any applicable State or local health order related to COVID-19 while they are on the premises of any BACC agency. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The BACC agencies reserve the right to individually refuse any shipment, at their sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the successful bidder's sole expense. If requested by a participating BACC agency, the successful bidder and/or the firm providing

transportation of the chemical shall submit to a safety briefing at the BACC agency's site before commencing deliveries to the respective BACC agency. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site specific safety requirements of each participating BACC agency. Bidders should be aware that some BACC agencies do not allow smoking on site. Site safety requirements will be available for review during the bid period upon request to the BACC Coordinator. In addition, if requested by a participating BACC agency, the successful bidder and/or the firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the site safety materials.

3.3 Spillage

The successful bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to the agency where the delivery is being made. The property of the agency where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, the agency will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder or deducted from amounts owed. Chemicals must stay in the possession of the bidder and must not be unloaded until accepted by the participating BACC agency. All chemicals must be delivered in accordance with Department of Transportation regulations.

3.4 Chemical Orders

All orders placed throughout the contract period, as defined in paragraph 4.11 Term of Contract, will be initiated separately by each participating BACC agency, and each BACC agency will be responsible for the coordination of all aspects of those orders with the successful bidder. Inquiries in reference to individual orders during the contract period must be directed to the appropriate BACC agency.

3.5 Purchase Orders

Individual purchase orders and/or purchase agreements will be issued to the successful bidder by each participating BACC agency, and all chemical sales must be invoiced separately to the respective BACC agency. The contracted unit cost of the chemical is the awarded bid price. The successful bidder may seek a price increase for any nontrivial change requested by the participating BACC agency in the terms and conditions of the participating BACC agency's purchase order and/or purchase agreement. The successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between BACC agency and successful bidder per Section 4.6 Modification of Contract.

3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating BACC agencies that provide potable and/or recycled water to customers will be responsible for providing the successful bidder with these certificates or letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC agencies that do not notify the successful bidder that their agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

3.7 Delivery Requirements

Bidders are responsible for reviewing each of the listed delivery locations or geographic regions for each participating BACC agency and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to each location listed in Section III-2, Delivery Details, and for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful bidder and each participating BACC agency on a schedule that meets the needs of the BACC agency, but at no time can a delivery occur more than seven (7) days after the order is placed unless the respective BACC agency requests a later delivery. No delivery can be made when a BACC agency representative is not on site. The successful bidder must notify the BACC agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the BACC agency of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful bidder at no cost to the BACC agency, and must be re-delivered by the bidder within 48 hours of the unacceptable delivery. Any BACC agencies requiring special delivery requirements will be listed under Section II-2, Special Technical Specifications.

3.8 Force Majeure

Any bidder that anticipates a workforce interruption, including due to COVID-19 restrictions, or a production shutdown that could affect delivery of the chemical must fax or e-mail notifications to all participating BACC agencies to notify them of the potential interruption in deliveries. A telephone call must also be made to each BACC agency as a follow-up notification.

3.9 Safety Data Sheet (SDS)

Bidders must submit a Safety Data Sheet (SDS) for the product offered with the bid. The successful bidder must provide a new SDS for the chemical with the first delivery or if the SDS is modified during the contract term.

3.10 Payments

Payments for all chemicals will be made individually by each participating BACC agency thirty (30) days after receipt of a complete and accurate invoice. BACC itself does not have any legal authority to conduct business and therefore cannot be held responsible for the financial arrangements made between each individual BACC agency and the successful bidder. Cash discounts for early remittance of payment must be stated on the invoice, if applicable.

3.11 Legislative Impacts

In the event the legislative body of any BACC agency fails to appropriate funds for the purchase of the chemical, the respective BACC agency may terminate such contract without penalty and thereupon be released of further obligation.

3.12 Subcontracting

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of all of the participating BACC agencies.

3.13 Laws and Regulations

All applicable State of California and Federal laws, City, County, and Special District ordinances, licenses, and regulations of all participating BACC agencies having jurisdiction must apply during the contract period, including any applicable State or local health order related to COVID-19.

3.14 Insurance

For services requiring the supplier's or their subcontractor's presence on any BACC agency property, the successful bidder must acquire and maintain at their expense for the duration of the term of the contract the following insurance policies: Workers' Compensation, Employer's Liability, Commercial General Liability, Business Vehicle and Automobile Liability, and Contractor's Pollution Liability Insurance coverage from insurers either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by the BACC agency's risk manager(s) or his/her designee at any time in his/her sole discretion, all relating to the supplier's services to be performed hereunder covering the BACC agency's risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, must be as follows, however, the insurance limits available to each participating BACC agency, their officers, officials, employees, agents and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

Prior to commencement of any performance under the contract, the successful bidder must furnish to each participating BACC agency an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance must be endorsed to name the respective BACC agency, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to the contract, bidder's insurance coverage shall be primary insurance with respect to each participating BACC agency, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any BACC agency party, their officials, officers, employees, agents and volunteers shall be excess of the bidder's insurance and shall not contribute with it. The successful bidder will be responsible for contacting each participating BACC agency to ascertain the proper name or names of the agency specific entities to be included in the endorsements.

The successful bidder must also provide each participating BACC agency with a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The successful bidder hereby agrees to waive subrogation which any insurer of the bidder may acquire from vendor by virtue of the payment of any loss. Bidder agrees to obtain and provide to each BACC agency any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of each participating BACC agency for all work performed by the bidder, its employees, agents and subcontractors.

The successful bidder must maintain the required insurance at all times while the contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies of insurance must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to each participating BACC agency. The Certificate of Insurance must have a cancellation statement worded as follows: *"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company must mail thirty calendar (30) written notice to the Certificate holder named to the left."*

4. TERMS AND CONDITIONS

4.1 Indemnification

To the fullest extent allowed by law, the successful bidder and its employees, subcontractors, and agents shall defend, indemnify, and save and hold harmless each participating BACC agency, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful bidder's or its personnel, employees, agents, or subcontractors' willful misconduct or negligent act or omission while engaged in the performance of services described in this bid document, except those matters arising from the participating BACC agency's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of any BACC agency, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful bidder's responsibility for such defense and indemnity obligations shall survive the termination or completion of the contract for the full period of time allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful bidder should subcontract all or any portion of the work to be performed under the contract, the successful bidder shall require each subcontractor to indemnify, hold harmless and defend each participating BACC agency and each of its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

4.2 Bid Protests

Any bid protest must be submitted electronically via email to the BACC Coordinator before 3:30 p.m. on the fifth (5th) business day following bid opening (jdyment@bacwa.org).

- a. The protest document must be provided as one PDF and must contain a complete statement of the basis for the protest and all supporting documentation and evidence.
- b. The party filing the protest must have actually submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be

adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. BACC will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to BACC.
- g. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. All protests and responses received after the time set forth herein will be rejected. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.
- h. BACC will not be responsible for any delays or transmission errors. The protesting bidder accepts all risk of late delivery of electronic protests. It is the protesting bidder's responsibility to ensure that a submittal protest is received by the bid coordinator listed in this solicitation by the due date and time. Protesting bidders should contact the bid coordinator to make sure that their electronic submittal has gone through.
- i. If BACC determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

4.3 Equal Opportunity

The successful bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by any BACC agency.

4.4 Modification of Contract

This bid solicitation document including the bid contract documents, in conjunction with each BACC agency's purchase order and/or purchase agreement, will constitute the entire contract between each BACC agency and the successful bidder. The contract may not be modified, altered, or amended except by the mutual written agreement of the respective BACC agency and the successful bidder.

4.5 Common Language

Unless otherwise specified in this document, all words must be given their plain, common and ordinary meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

4.6 Proprietary Information

All information included in any bid proposal that is of a propriety nature must be clearly marked as such. Each BACC agency must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder.

4.7 Patent Guarantee

The bidder must, with respect to any bidder's standard products, indemnify, defend and hold harmless each participating BACC agency, its employees and agents, from any and all costs and damages because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the sale or normal use of such products, provided that the bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense of the participating BACC agencies.

4.8 Quality Control

The bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all of the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the participating BACC agency. If the bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the participating agency, the participating agency may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

4.9 Term of Contract

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2021, and expiring June 30, 2022, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

4.10 Good Faith Bidding and Contracting

The participating BACC agencies listed on this bid solicitation are bidding in good faith and have agreed not to extend an existing bid in lieu of contracting with the lowest responsive bidder. However, nothing in this bid solicitation shall prevent a BACC agency from rejecting all bids and separately procuring the services they require, if deemed in the best interest of their respective agency.

4.11 Termination of Contract

Any BACC agency may terminate their contract with the successful bidder for any reason by providing the successful bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

4.12 Termination for Cause

In the event of a breach of any term or provision of the contract by the successful bidder, a BACC agency may terminate the contract with respect to supply of chemicals for that agency by providing the successful bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

4.13 Effect of Termination

Any termination by a BACC agency, with or without cause, must not affect the validity of the contract between the successful bidder and any other BACC agency, nor must such action affect any rights, remedies, or obligations of the successful bidder or any other BACC agency.

4.14 Assignment

The successful bidder must under no circumstances assign the contract without the prior written consent of each participating BACC agency. Any assignment, or attempt at assignment, made without such consent of each participating BACC agency may be considered a breach of contract.

4.15 Competitiveness and Integrity

The participating BACC agencies have assigned control of the acquisition process to the BACC coordinating agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this bid to the designated BACC Coordinator, unless otherwise specifically noted, or unless approved in writing by the BACC Coordinator. Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer. The BACC Coordinator may refer communications to other participating BACC agencies for clarification.

-END OF SECTION-

SECTION II – 1

**BAY AREA CHEMICAL CONSORTIUM
PRODUCT TECHNICAL SPECIFICATIONS
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

PRODUCT TECHNICAL SPECIFICATIONS
12.5% SODIUM HYPOCHLORITE FOR BOTH POTABLE AND NON-POTABLE USES

1. **Chemical and Physical Properties:**

All sodium hypochlorite supplied under this bid must conform to the current version of the American Water Works Association (AWWA) B300-10 Standard for Hypochlorite, the American National Standards Institute/National Sanitation Foundation Standard 60-2005 (ANSI/NSF 60) Drinking Water Treatment Chemicals, except as modified or supplemented herein. Current AWWA B300-10 and ANSI/NSF 60 certification for the manufacturing facility of facilities is required with the submission of the bid. It is the responsibility of the vendor to inform the participating BACC Agencies (within 24 hours, from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract. Bill of Lading must clearly identify product delivered to be AWWA B300-10 and ANSI/NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification that the product meets the AWWA and ANSI/NSF specifications will result in rejection of the load at no cost to the BACC Agency.

2. **Disclaimer:** The sodium hypochlorite must contain nothing that will adversely affect the public water supply, or be injurious to typical sodium hypochlorite feeding equipment.

3. **Documentation:** The successful Supplier must provide documentation as specified and required under Title 22, California Code of Regulations, Chapter 16, Article 7, §64590, prior to the start of the contract for the sodium hypochlorite.

4. **General Specifications:**

pH	pH12-13
Available Chlorine	12.5 wt% minimum
Available Chlorine	125 grams/Liter minimum
Total Free Alkali (as NaOH)	≤ 1.5% by weight
Insoluble Matter	≤ 0.15% by weight
Age of Product at Delivery	3 days (72 hours) maximum

Sodium Hypochlorite should be stored in a dark area where the temperature does not exceed 80° F (i.e. 30° C) prior to delivery. Preferably sodium hypochlorite should be stored at temperatures below 68° F (i.e. 20° C) prior to delivery.

5. **Contaminant Concentration Limits:**

Iron	<1.0 mg/L	Nickel (Ni ⁺²)	<0.1 mg/L
Copper](Cu ⁺²)	<0.1 mg/L	Cobalt	<0.1 mg/L
Chlorate	<2,380 mg/L		

6. **Filtration Limitations:** 100 mL of the sodium hypochlorite product supplied under this contract must pass through a 0.8 micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.

7. **Certificate of Analysis:**

- a. A certificate of analysis prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified, shall be submitted for each liquid sodium hypochlorite delivery. The certificate of analysis shall be based on a representative sample of the specific batch or lot of chemical currently being used to make deliveries. This report shall contain the following:

- Date of manufacture
- Date of delivery
- Shipper ID
- pH

- Specific gravity
- Density @ 60°F
- Insoluble Matter
- Available Chlorine: Percent by weight and pounds per gallon
- Total free alkali (expressed as NaOH): Percent by weight and pounds per gallon
- Excess NaOH: Percent by weight and pounds per gallon
- Excess Na₂CO₃: Percent by weight and pounds per gallon

No deliveries will be accepted by the BACC Agency unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the quality specifications listed in the bid contract documents are met.

- b. Charges for certificate of analysis shall be included in the bid price.
- c. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. A certificate of analysis that does not meet current version of the AWWA Standard B300-10 shall be cause to reject the load.

8. Liquid sodium hypochlorite supplied under this contract shall not cause excessive scaling of feed lines when combined with carriage water. Excessive scaling is defined as plugging of, or precipitation in, the chlorine solution lines that causes disruption of flow. The liquid sodium hypochlorite shall be free from contaminating substances which could interfere with normal operation of BACC Agency facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

SECTION II – 2

BAY AREA CHEMICAL CONSORTIUM SPECIAL TECHNICAL SPECIFICATIONS

**Applies only to
PARTICIPATING AGENCY
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
DUBLIN SAN RAMON SERVICES DISTRICT
12.5% SODIUM HYPOCHLORITE

Specific Delivery Requirements - Reservoir 1A, mini-bulk deliveries

This facility is located at 8212 Rhoda Avenue in Dublin in a residential area on a residential street. The site has a 250 gallon capacity tank. The facility is accessible through a narrow gated and paved driveway, and the entire facility is secured with fencing. Depending upon the vehicle used, drivers may or may not be able to turn around after completing a mini-bulk delivery to this location, so drivers must be prepared to back delivery trucks up or down the driveway, a distance of about 250 feet from the gate at the facility entrance. DSRSD recommends a maximum truck length of 24 feet due to site limitations. It is unlikely that a standard tractor-trailer will be able to safely navigate the road, a bobtail style truck is recommended. The successful bidder will be responsible for notifying DSRSD at least 30 minutes in advance of delivery, opening and closing the gate when making deliveries to this location for the protection of the District's staff and the public. Prior to submitting bids, DSRSD recommends that bidders familiarize themselves with the Reservoir 1A facility access road to ensure that the bidder will be able to accommodate this delivery requirement.

Specific Delivery Requirements - Reservoir 3B, mini-bulk deliveries

This facility is located at 7541 Brigadoon Way in Dublin in a residential area off a residential street. The site has a 250 gallon capacity tank. The facility is accessible through a steep, narrow, winding, gated and paved driveway, and the entire facility is secured with fencing. Depending upon the vehicle used, drivers may or may not be able to turn around after completing a mini-bulk delivery to this location, so drivers must be prepared to back delivery trucks up or down the driveway, a distance of about 1,600 feet from the gate at the facility entrance. DSRSD recommends a maximum truck size of 24 feet due to site limitations. It is unlikely that a standard tractor-trailer will be able to safely navigate the road, a bobtail style truck is recommended. The successful bidder will be responsible for notifying DSRSD at least 30 minutes in advance of delivery, opening and closing the gate when making deliveries to this location for the protection of the District's staff and the public. Prior to submitting bids, DSRSD recommends that bidders familiarize themselves with the Reservoir 3B facility access road to ensure that the bidder will be able to accommodate this delivery requirement.

**Special Technical Specifications
Applies only to
Alameda County Water District
Sodium Hypochlorite 12.5%**

Delivery Requirements:

All deliveries made to Alameda County Water District(District) shall be made on weekdays between the hours of 8:00 am and 4:00 pm. Timing of deliveries made to facilities located at 1111 Mowry Avenue, Fremont (Blending Facility) and 6833 Redeker Place, Newark (Newark Desalination Facility) must be coordinated in advance with Treatment Facilities Operators, as these are unstaffed facilities. Contractor must provide and use wheel chocks when unloading products.

Placement of Orders:

District Treatment Operators will place orders by phone call on an as needed basis. The Contractor will be responsible for providing a contact name and telephone number for staff to place orders. The Contractor shall provide a firm delivery date to District Treatment Operators within twenty-four (24) hours of receipt of order. The Contractor shall deliver the product within three (3) days of receipt of the order from District staff. The Contractor shall then arrange for delivery during acceptable hours, as stated above. The Operator placing the order will indicate where to deliver the product at the time the delivery is placed.

Safety Requirements:

The truck driver/delivery technician shall provide and wear the necessary personal protection equipment as specified on the Safety Data Sheets (SDS) for the product being delivered. The contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health (OSHA) safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations, and also all applicable government laws and orders. We reserve the right to refuse any shipment which cannot be unloaded using safe and proper technique. Any such refusal will result in the return of the product at the contractor's sole expense.

Spillage:

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. The District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor will be responsible at no charge to the District for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill and properly dispose of material, and the cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to Contractor and deducted from amounts due to the Contractor.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CONTRA COSTA WATER DISTRICT
LIQUID SODIUM HYPOCHLORITE (12.5%)

Chemical and Physical Properties:

The Contractor must furnish sodium hypochlorite (12.5%) in accordance with the current version of the American Water Works Association's Standard B300-18 for sodium hypochlorite (12.5%), except as modified or supplemental herein. NSF 60 certification for the chemical works of origin for this product is required at submission of bid. The Bill of lading must clearly identify the product delivered to be NSF 60 certified by stamp or type written statement – no handwritten notations will be accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to the BACC Agency.

DELIVERY REQUIREMENTS

Placement of Orders

Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries (including holidays, weekends, and night hours) within twenty-four (24) hours after notification.

With the exception of emergency deliveries, all deliveries shall be made weekdays between the hours of 7:00 am to 2:00 pm. The Water Treatment Supervisor (or a designated representative) must approve any exception to this requirement prior to the delivery.

Safety Requirements

The truck driver/delivery technician shall provide and wear the necessary personal protection equipment as specified on the Safety Data Sheets (SDS) for the product being delivered. The contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health (OSHA) safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations, and all applicable government laws and orders. We reserve the right to refuse any shipment which cannot be unloaded using safe and proper technique. Any such refusal will result in the return of the product at the contractor's sole expense.

Spillage

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. This District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor will be responsible at no charge to the District for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities

will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill and properly dispose of material, and the cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to Contractor and deducted from amounts due to the Contractor.

Condition of Cargo Containers and Equipment

The tanks or trailers shall be clean and free of residue from previous loads which might contaminate the product. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. The District may reject a load if the equipment is not properly clean. The Contractor shall furnish a District-approved, leak-free connection device between his pumper and the District's intake receptacle.

The District requires the Contractor to provide all off-load connectors. The off-load connectors are 2" (two inch) camlock at all treatment plants listed below. Contractors must provide and use wheel chocks when unloading product.

Delivery Locations

1. Two (2) 550-gallon tanks, Pinehollow Pump Station, Grasswood Court, Concord, California. This location is unmanned and requires CCWD personnel to access the facility. One-hour notification prior to arrival is required. Delivery to Pinehollow Pump Station is limited to delivery trucks no longer than 25 feet in length. Delivery to this location is on an as needed basis.
2. Three (3) 24,000-gallon tanks, Bollman Water Treatment Plant, 2015 Bates Avenue, Concord, California.
3. Two (2) 15,000-gallon tanks, Brentwood Water Treatment Plant, 3760 Neroly Road, Oakley, California.
4. One (1) 330-gallon tote, Willow Pass Pump Station, 1920 Clayton Way, Concord, California. This location is unmanned and requires CCWD personnel to access the facility one-hour notification prior to arrival is required. Driver may have to back into a small parking area. Driver may be able to deliver and off load the item. Delivery to this location is on an as needed basis.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and in accordance with the document titled, "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, Sodium Carbonate, and Sodium Chlorate in Liquid Bleach" distributed by Powell Fabrication and Manufacturing, Inc.

The Contractor's delivery personnel (driver) must collect a sample of Liquid Sodium Hypochlorite before the shipment is unloaded. In this case, the District will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the District. The sample shall be considered representative of the lot.

The District reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to ensure that it meets these specifications. If the Liquid Sodium Hypochlorite does not meet specifications, the District has the option of requiring the Contractor to remove and replace any and all rejected Liquid Sodium Hypochlorite within 24 hours of notification. No payment shall be made for Liquid Sodium Hypochlorite that is rejected.

Any lot tested by the District that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for cancellation of the contract.

Certified Laboratory Report

A certified laboratory report detailing the specified constituent data will only be required upon award of bid to demonstrate typical containment levels in delivered product and one additional time during the 12 (twelve) month contract period if requested by the District. The District reserves the right to have the product tested at District expense from any delivered load. Any occurrence of delivered product exceeding the specified containment concentration limits shall be grounds for termination of the agreement with the provider.

A certificate of analysis is still required for every delivered load. This certificate of analysis shall include, at minimum, the following information:

Product certified
 Percentage (by weight) Sodium Hypochlorite
 Specific Gravity @ 20 degrees Celsius
 Lot code or designation
 Bill of Lading number
 Signature of certifying official
 Date of certification

No deliveries will be accepted by the District unless accompanied by said certified laboratory report for the specific batch or lot of chemical delivered shown that the specifications listed.

Charges for the certified laboratory report shall be included in the bid price.

Rejection of Deliveries

The District reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated and must be re-delivered by the Contractor within 48 hours of the unacceptable delivery. Any departure from bid specifications must have prior approval by Contra Costa Water District in writing. The rejected delivery includes reimbursement of the District by the Supplier, or replacement free of charge, of any bulk delivery that is rejected.

Security

There shall be no charges to the District for any delays in off-loading of chemical or refusal of shipment for security reasons.

BILLING INFORMATION

The Supplier shall include shipping date, bill of lading number, quantity in gallons, unit price, and extension on all invoices.

Our calculations for billing purposes for Liquid Sodium Hypochlorite are as follows:

$(\text{Weight/gallon of Sodium Hypo}) (\text{unit price per weight/gallon}) = \text{price for load}$

Payments for all products will be made according to the District's terms after receipt of a complete and accurate invoice.

INFORMATION REQUIRED OF SUPPLIER

The supplier must submit with the bid to the District, the following information:

- A. Business Manager
 - 1. Telephone Number(s)
 - 2. Email address
- B. Sales/Account Representative
 - 1. Telephone Number(s)
 - 2. Email address

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number 21144855.

SPECIAL TECHNICAL SPECIFICATIONS**Applies only to
CITY OF SACRAMENTO
12.5% SODIUM HYPOCHLORITE****CHEMICAL AND PHYSICAL PROPERTIES**

The liquid sodium hypochlorite shall be in accordance with ANSI/AWWA Standard B300 latest revision, except as modified or supplemented herein. The manufacturer or supplier shall provide an affidavit that the liquid sodium hypochlorite furnished under this specification complies with all applicable requirements of ANSI/AWWA Standard B300 at the time of delivery.

Also, this material shall be certified as suitable for contact with or treatment of drinking water and wastewater by an accredited certification organization in accordance with American National Standards Institute (ANSI) / National Sanitation Foundation (NSF) Standard 60, Drinking Water Treatment Chemicals-Health Effects.

Sodium hypochlorite shall be in accordance with the United States Environmental Protection Agency (USEPA) regulations and shall be registered, labeled, and marked as prescribed by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Each load supplied under this bid shall meet the following criteria:

Product Standards	ANSI/AWWA B300 Sodium Hypochlorite – Liquid
Product Certification	NSF/ANSI Standard 60 Drinking Water Treatment Chemicals – Health Effects
Solution Strength	Available Chlorine shall be between 12.5 and 20 trade percent. pH range shall be between 11 -13.
Composition	Shall contain a minimum of 120 grams per liter (GPL) available chlorine (equivalent to 10.85 percent sodium hypochlorite by weight).
	Shall have a minimum of 0.15% and a maximum of 0.45% by weight sodium hydroxide.
	Total free alkali (NaOH) shall not exceed 1.5% by weight.
	Insoluble matter shall not exceed 0.15% by weight.
Clarity	Clear, light-yellow colored liquid with no visible cloudiness, impurities, or sediment. Each load shall be visually inspected on-site by plant operational staff. Acceptance of each load based upon this visual inspection.
Contaminant Concentrations	< 0.3 mg/L Iron, < 0.03 mg/L Copper, < 0.03 mg/L Nickel, < 2,000 mg/L Chlorate , < 20 mg/L Bromate
Suspended Solids Filter Test Time	< 3 minutes

SDS, ANALYSIS DATA, AND CERTIFICATION

Bidders shall supply the Safety Data Sheet, an analysis of the sodium hypochlorite, the manufacturer's specification sheet, and the manufacturer's labeling instructions as part of the bid package together with the location of the manufacturer's plant site. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects.

It is the responsibility of the supplier to inform the City of Sacramento that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of Sacramento and Contractor.

PLACEMENT OF ORDERS/DELIVERIES

Orders will be made on an "as needed" basis during the contract period.

Deliveries shall be made in agreement with the Plant Operation's schedule after receipt of orders, typically within three (3) working days, at any time during the contract period. Delivery shall be made in 4,000 gallon or larger tank trucks or trailers. Trucks or trailers shall be equipped with a weight measurement system that will show the number of gallons or pounds of product delivered to the City's storage tank. If a truck is not equipped with a weight measurement system the driver shall provide a truck scale reading for each delivery. Delivery time of shipments shall not exceed two weeks from the time of product manufacture.

Deliveries shall be made Monday through Thursday, between 7:00 a.m. and 2:00 p.m., and Friday, between 7:00 a.m. and 1:00 p.m., during which time the City will provide personnel to monitor and assist with unloading the liquid chlorine from tank truck to receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. The City may reject any load with missing, damaged, or open seals or lack of chain of custody paperwork if delivery equipment lacks seals. Any trucks found to be leaking product will not be allowed to enter City property.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Sacramento may reject a load if the equipment is not properly cleaned.

Delivery driver shall provide an approved, leak-free connection device and must make all line connections from the tank truck to the City's feed system. The driver must be trained how to recognize leaks, how to

shut-off the system, and how to make any emergency repairs necessary. The driver shall observe the transfer filling operation and be present at all times until the transfer is complete. The driver shall perform disconnection of all lines from the City's system and shall be responsible for minimizing any spillage due to such operation.

The Contractor shall be responsible for any spills resulting from failure of its delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Sacramento reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City of Sacramento's equipment, such as pipes, valves, level indications, or alarms, should fail and the spillage is not the fault of the Contractor, the Contractor shall be relieved of cleanup of the spill.

All tank truck deliveries must conform to any and all U.S. Department of Transportation regulations covering highway transport of sodium hypochlorite solution and comply in every respect with current Federal and State Hazardous Materials regulations. Packaging shall comply with Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) under USEPA regulations.

The contractor will supply safety training records for all delivery truck drivers that enter plant grounds.

Authorized buyers for Shasta site deliveries: Amy Kral, Anthony Richard, Charles Capron, Ed Silva, Eric Solomon, George Avalos, Howard Moreland, Jeffrey Emocling, Ryan Palmer, Connor Gardner, Justin Krellwitz, Keith Johnson, Michael Morillo, Mike Ragan, Richard Dare, Rod Frizzell.

DELIVERY LOCATIONS

It may be required that the sodium hypochlorite be delivered to one or all of the delivery locations listed below. All deliveries shall be made in agreement with the primary contact assigned to each location. Secondary contacts may be contacted if for some reason, primary contacts are not available.

Combined Waste Water Treatment Plant
(CWTP)
1391 35th Avenue
Sacramento, CA 95822

Pioneer Reservoir
(Pioneer)
2100 Front Street
Sacramento, CA 95818

CWTP Primary Contact:

Philip Myers, Sr. Plant Operator
Office: (916) 808-7087 Cell: (916) 247-8581
Email: pmyers@cityofsacramento.org

Pioneer Primary Contact:

Steve Kruenegel, Sr. Plant Operator
Office: (916) 446-1778
Email: skruenegel@cityofsacramento.org

Secondary Contact for both CWTP and Pioneer

Philip Meyer, Supervising Plant Operator
Office: (916) 808-5286
Cell: (916) 996-1979
Email: pmeyer@cityofsacramento.org

Shasta Park Water Facility (Shasta)
8380 Kastanis Way
Elk Grove, CA 95758

Shasta Primary Contact:

Mike Ragan, Supervising Plant Operator
Office: 916-808-5822
Cell: (916) 952-8803
Email: MRagan@cityofsacramento.org

Shasta Secondary Contact:

Ed Silva, Senior Plant Operator
Office: (916) 808-8865
Cell: (916) 801-1738
Email: ESilva@cityofsacramento.org

EMERGENCY DELIVERIES

Due to weather events, the City may require emergency deliveries on weekends and holidays from time to time. Contractor shall provide an after -hours contact and phone number. Orders shall be placed with as much notice to the Contractor as possible and Contractor shall make every practicable effort to deliver product as needed.

DELIVERY DOCUMENTATION AND PROTOCOL

The City of Sacramento delivery sites listed require an email from the liquid sodium hypochlorite supplier the day of delivery, at least an hour prior to arrival. Information listed below shall be emailed to the delivery facility contacts listed below prior to delivery. The email must contain the following information:

1. Security Information Sheet (Must include the following)
 - Delivery Location
 - Driver Information
 - Estimated Time of Arrival
 - Bill of Lading Number

- Truck Number
 - License Number
 - Seal Numbers
2. Driver Identification with photo
 3. Affidavit of Compliance / Certificate of analysis that shall include the following information:
 - Date and Time of Manufacture
 - Sodium Hypochlorite (NaOCl) % by Weight
 - Sodium Hydroxide (NaOH) % by Weight
 - Specific Gravity (Referenced at specific temperature)
 - pH
 - Contaminant Concentrations
 - Suspended Solids Test Time
 - NSF/ANSI 60 Compliance
 4. Weight Certificate

If applicable, provide the following additional items:

5. Washout Certificate or "last Contained" notation on CoA /Affidavit of Compliance
6. Product Tank Identification and Washout Checklist*

* Note: This requirement does NOT need to be emailed or faxed prior to delivery, but needs to be completed by the driver and suppliers facility personnel.

Upon arrival drivers will present the above information for verification by City of Sacramento Water Treatment Plant personnel. Deliveries will not be accepted by the City of Sacramento unless accompanied by Certificate of Analysis for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products bid and to be supplied. Samples must be received within 5 working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Prior to Contractor unloading materials, the City may perform quick tests and sample analysis to verify that the items and/or products supplied meet the requirements of this specification. The total gross sample taken shall not exceed 10 qt (9.5 L). The Contractor or its subcontractors shall allow 45 minutes for this pre-unloading testing to be completed. If the City cannot complete the testing within the 45 minute period, the City shall allow the Contractor to unload the shipment. In the event that the load is rejected based upon test results, the Contractor shall have twenty-four (24) hours to supply another

shipment. If the Contractor is unable or unwilling to supply another shipment within this time period, the City has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the City of Sacramento.

At any time after unloading, the City reserves the right to perform complete tests and sample analysis to ensure that the items and/or products supplied meet the Environmental Protection Agency (EPA) specifications, ANSI/AWWA B300 specifications, and the supplemental specifications provided within this document. A combination of two failures to comply with these specifications, whether from shipment rejections as outlined above or from failure to meet specifications after a complete laboratory analysis may result in termination of the Contractor's supply contract with the City of Sacramento.

NOTICE OF NON-CONFORMANCE

If the material or its container does not meet the chemical, physical, or safety requirements of the industry and regulatory standards and the City's specifications, notice shall be given to the supplier immediately after observing said non-compliance; but in any case, within 30 days of receipt of shipment. In this event, supplier shall remove the unsuitable product or container from the premises of the purchaser at the City's request and replace it with a like amount of satisfactory liquid chlorine in an acceptable container; or, if there is an appropriate and safe solution for the problem, a price adjustment may be agreed upon between the supplier and the City.

PAYMENT

Payment will be made on the weight of product delivered. The contractor shall include with each shipment a certification of the total weight contained in each shipment.

All Invoices under this Agreement shall be submitted to the City by Contractor and shall contain the following information at a minimum:

- (1) Name of contractor and remit to address
- (2) Invoice number and date
- (3) Contractors Order number
- (4) City's Contract or Purchase Order number
- (5) Name of person placing order
- (6) Description of Item
- (7) Quantity of Item
- (8) Item and invoice amounts

Requests for payment shall be sent to:

A/P Processing Center
City of Sacramento
915 I ST FL 4
Sacramento, CA 95814-2608

OR

Email – Email your invoice and any attachments to: apinvoices@cityofsacramento.org

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and/or program as part of the bid package. All services and/or products must comply with current California State Division of Industrial Safety Orders and Cal O.S.H.A. At a minimum, we would like information on the following pieces of your safety procedures/program:

- Any training specific to the Chemical material being provided
- Injury & Illness Prevention Program (IIPP)
- Hazard Communication Program and/or training
- Hazardous Materials Program and/or training
- Hazardous Material Spills Program and/or training if separate from Hazardous Materials

As part of its Emergency Preparedness Planning and Spill Response Plan, the successful bidder, upon award, shall submit a list of at least two degreed engineers (preferably Chemical Engineers) experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure, or other emergency. List shall include the following information for each engineer: name, a 24 hour access phone number, degree received, college or university attended, and year of graduation. Failure to submit this list including all of the required information or failure to adhere to this requirement may result in the bid being found non-responsive.

All delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

SECURITY PROCEDURES

Contractor shall provide the City with a USB drive containing digital photographs of all of its delivery drivers with names imposed. Contractor shall send the City an updated USB drive within 24 hours of any change to its drivers. The City of Sacramento shall use the USB drive to verify whether a driver is actually an employee of the Contractor.

Contractor's drivers shall display their driver's license whenever asked by a City of Sacramento representative during the delivery. Failure to show proper license or failure of driver to be listed on USB drive provided to the City may result in rejection of delivery and could result in termination of the Contractor's supply agreement.

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

EL DORADO IRRIGATION DISTRICT

SODIUM HYPOCHLORITE 12.5%

Delivery Requirements

1. Delivery Hours; 7am to 3:30pm, Monday – Friday, excluding holidays.
2. District staff will place orders primarily by telephone. At that time an order is placed, a request for delivery driver information will be made and required to be faxed or e-mailed to the receiving site twenty-four (24) hours before the delivery. The delivery driver information consists of the following:
 - a. Delivery company name.
 - b. Delivery driver name.
 - c. Delivery driver driver's license number.
 - d. Delivery vehicle license and trailer license number(s).
 - e. Trailer seal top and base numbers.Orders may be refused if delivery driver information requests are not provided.
3. A sample portion must be provided to the treatment operator for deliveries made to water sites before the delivery is off-loaded.
4. Delivery tank, hoses, and connections must be confirmed as dedicated for delivering the specific water treatment chemical via a letter from the contractor OR each delivery of water treatment chemical must be accompanied by a certificate indicating the delivery truck was washed thoroughly before filled with chemical to be delivered to El Dorado Irrigation District.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
MARIN MUNICIPAL WATER DISTRICT
SODIUM HYPOCHLORITE

- **Delivery Hours:**

Deliveries will only be accepted between the hours of 7:00am and 5:00 pm.

- **General Delivery Requirements:**

- The District provides separate two-inch (2.0") flange fittings for unloading. The tanker driver shall carry compatible flange, gasket and bolts with nuts to effect safe delivery of the chemical. No other method of unloading shall be permitted.
- Delivery by Totes shall not be accepted.
- Delivery of chemicals shall comply with District's security protocols. Security protocols are subject to change. Delivery company shall provide faxed copy of driver ID and tanker identification prior to delivery.
- Product shall not be delivered in multi-compartmentalized tankers containing multiple products. Delivery tankers and delivery mechanisms (hose, pumps and valves) shall be dedicated to product or proper cleaning shall be undertaken such that no contamination of the product can occur.
- The transfer of chemicals to the District facilities from the cargo trailer shall be the responsibility of the bidder.
- Bon Tempe Delivery Location – Bidders shall ensure that appropriate tanker size is available to delivery to this location. Total length (cab and trailer) of the delivery vehicle to the Bon Tempe location may not exceed 54 feet. Bidders not familiar with this location shall inspect the access to this facility.

- **Delivery Locations:**

Bon Tempe Treatment Plant
 End of Filter Plant Road
 Fairfax, CA

San Geronimo Treatment Plant
 330 San Geronimo Valley Drive
 Woodacre, CA

Ignacio Water Quality Plant
 13 Hamilton Drive
 Novato CA

(Typical order volume is 1500 gallons, short load charges are not accepted)

Note -Deliveries by totes will not be accepted at any MMWD location. It is the responsibility of the bidder to review the access to each facility and to ensure they are able to deliver the required minimum quantities by tanker.

- **Training:**

The successful bidder shall provide a minimum of two training sessions on separate days consisting of two hours of classroom instruction. The training is to be conducted at the District's facilities at a mutually convenient time. The training should include manufacture, chemical properties, transport, storage, safe handling and use of Product. Any charges for the training should be included in the bid.

- **Safety:**

- All delivery vehicles shall be compliant with current requirements of California Public Utilities Commission, California Highway patrol and any applicable portions of the Hazardous Materials Regulations of the U.S. department of Transportation.
- All delivery drivers shall:
 - Be properly licensed by the California Department of Motor Vehicles.
 - Trained and experienced in proper procedures for delivering product and capable of a knowledgeable response in the event of an emergency.
 - All delivery drivers shall wear appropriate protective equipment required for unloading Product by California Occupational Safety and Health Act.
- The Successful bidder shall assume responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill or contamination incident, including the costs of abatement, clean up and repair of property.
- The Successful bidder shall clean any spills or contamination of any kind resulting from the successful bidder's, its agent, officers' or employees' performance under this agreement to the satisfaction of the District.

General Requirements:

The successful Bidder will be required to enter into the Marin Municipal Water District's (MMWD) Contract for the Supply of Water Treatment Chemicals. Bidders shall review the MMWD Supply Agreement and insurance requirements prior to bidding. To obtain a copy of the Agreement for the Supply of Water Treatment Chemicals and a copy of the insurance requirements please contact Danelle Graham, Senior Buyer, dgraham@marinwater.org.

MMWD Revision date 1/27/2021

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

CITY OF SAN LEANDRO

12.5% SODIUM HYPOCHLORITE

In addition to the primary delivery location at 3000 Davis Street, the City of San Leandro will require deliveries of 500 to 1,200 gallons to be made to a satellite pump station located 2.5 miles from the primary delivery location. Deliveries at this station are typically seasonal, but will occur during dry months regardless of season and are approximately one delivery every two weeks. The City of San Leandro will attempt to coordinate orders so that deliveries to the satellite pump station can be made at the same time as deliveries to the primary delivery location but cannot guarantee that every order for the pump station can be coordinated. The satellite pump station has easy access and a Plant Operator will always be in attendance. The price for deliveries to the pump station must be the same as at the primary delivery location.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CITY OF STOCKTON
12.5% SODIUM HYPOCHLORITE

Requirement:

The successful Bidder will be required to enter into the City of Stockton's Agreement for the Purchase of Goods and Services. The successful Bidder will also be required to meet the City of Stockton's insurance and business license requirements. Any additional costs associated with executing the City of Stockton's Agreement for the Purchase of Goods and Services, and complying with the City's insurance and business license requirements must be noted as a specific deviation in the bid document.

To obtain a copy of the Agreement for the Purchase of Goods and Services and a copy of the insurance requirements in advance of the bid closing date, please contact Kathryn Garcia, Program Manager III - Wastewater, City of Stockton Municipal Utilities Department, at kathryn.garcia@stocktonca.gov. Information on obtaining a City of Stockton business license can be found on the website at www.stocktonca.gov/government/departments/econDev/eDevBus.html.

Wastewater Deliveries:

2500 Navy Drive, Stockton, CA 95206

Water Deliveries:

Delta Water Supply Plant

11373 N. Lower Sacramento Rd, Lodi, CA 95242

Well #27

1696 Bonaire Circle, Stockton, CA 95210

Well #30

6373 Brook Hollow Circle, Stockton 95219

Well #31

3871 Ivano Lane, Stockton, CA 95210

Well #10R

2418 Arden Way, Stockton, CA 95210

Well #3R

7400 N. West Lane, Stockton CA 95210

Well #29

10442 Muir Woods Ave, Stockton, CA 95209

Well #32

9151 S. 99 Frontage Road, Stockton, CA 95210

NSPAF

4502 White Forge Drive, Stockton, CA

Quantities delivered to these well sites are approximately 120-300 gallons.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
PLEASANT HILL RECREATION AND PARK DISTRICT
12.5% SODIUM HYPOCHLORITE

Delivery Requirement:

It may not be possible for a representative from the Pleasant Hill Recreation and Park District to be present when chemical deliveries are made. The successful bidder will be issued a key and an alarm code, if necessary, so that deliveries can be made if a representative of Pleasant Hill Recreation and Park District is not present. The delivery location is a park, which is open to the public. The successful bidder will be responsible for controlling the area while performing the delivery by properly identifying and barricading all passageways for the protection of the District's staff and members of the public. All OSHA and other applicable safety rules and regulations must be followed when handling and delivering all pool supplies and chemicals.

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

West County Wastewater District

Sodium Hypochlorite 12.5%

Agency Contact (Product Delivery) – Operations Building: (510) 837-6603

Agency Contact (Operators Desk): (510) 837-6228

Agency Contact (Lead Operator Cell Phone): (510) 812-8279.

Agency Contact (Contract/ Product Delivery): Joe Majarucon (510) 812-9589 (Operations Supervisor), Izaiah Kruenegel (510) 390-1722

Delivery Requirements

Placement of orders

Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries such as holidays, weekends and night time hours. No delivery should be made without a District employee on site. Supplier Driver shall report to the front lobby and sign in. They should not enter the chemical storage area unless the proper PPE is donned and two people are present. The certificate of analysis and weight master certificate should accompany each load.

With the exception of emergency orders, all deliveries should be between the hours of 7:00 am to 5:00 pm.

Conduct of Delivery Personnel

The supplier shall discharge from the District's premises any employee or subcontractor who, in the opinion of the District is incompetent, disorderly, is driving in an unsafe manner, violates safety requirements, poses a security risk or disrupts the District Operations.

Specific Item

Driver should report to the lobby and sign in. They should not enter the chemical storage area unless the proper PPE is donned and two people are present. The certificate of analysis and weight master certificate should accompany each load.

Safety requirements

The driver shall provide and will wear the necessary protective equipment as specified on the Safety Data Sheet (SDS) for the product being delivered. The delivery driver/ delivery technician must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and must adhere to all State, Federal and OSHA safety standards while on site. Furnished equipment materials and or services must comply with all OSHA standards and regulations and all governmental laws and orders.

Spillage

The contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from the failure of the attendant delivery personal in the proper performance of their duties. The District reserves the right to refuse any delivery made with equipment that is poorly maintained.

During the COVID-19 pandemic, it is required that drivers wear face coverings and maintain a six-foot distance between themselves and others.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to Zone 7 Water Agency
Sodium Hypochlorite

Delivery Hours:

Deliveries will only be accepted between the hours of 8:00 am and 3:00 pm

Delivery Locations:

Del Valle Water Treatment Plant
901 East Vineyard Ave
Livermore, CA
(Typical order volume is 5000 gallons)

Patterson Pass Water Treatment Plant
8750 Patterson Pass Road
Livermore, CA
(Typical order volume is 5000 gallons)

Mocho Groundwater Demineralization Plant
5215 Stoneridge Drive
Pleasanton, CA
(Typical order volume is 2000 gallons, short load charges are not accepted)

Chain of Lakes Well
2655 El Charro Road
Pleasanton, CA
(Typical order volume is 2000 gallons, short load charges are not accepted)

Stoneridge Well
3750 Stoneridge Drive
Pleasanton, CA
(Typical order volume is 500 gallons, short load charges are not accepted)

Hopyard 6 Well
5997 Parkside Drive
Pleasanton, CA
(Typical order volume is 500 gallons, short load charges are not accepted)

SECTION III – 1

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022
BID NO. 13-2021

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
Sodium Hypochlorite 12.5%	gal	2,684,400	9,310,500
<u>Central Valley</u>			
City of Lathrop (Veiola NA)	gal	0	70,000
City of Merced	gal	75,000	
City of Stockton	gal	116,000	625,000
City of Turlock	gal	0	657,000
Oakwood Lake Water District	gal	6,000	0
		197,000	1,352,000
<u>East Bay</u>			
Alameda County Water District	gal	314,000	0
City of Hayward	gal	0	200,000
City of San Leandro	gal	0	215,000
Oro Loma Sanitary District	gal	0	260,000
Union Sanitary District	gal	0	1,000,000
		314,000	1,675,000
<u>Marin Sonoma</u>			
Central Marin Sanitation Agency	gal	0	280,000
City of Mill Valley - Sewerage Agency of Southern Marin	gal	0	60,000
Las Gallinas Valley Sanitary District	gal	0	76,000
Marin Municipal Water District	gal	220,000	0
Napa Sanitation District	gal	0	300,000
North Marin Water District	gal	3,000	0
Sanitary District No. 5 of Marin County	gal	0	36,000
Sausalito Marin City Sanitary District	gal	0	60,000
		223,000	812,000

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022**BID NO. 13-2021**

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
<u>North Bay</u>			
Central Contra Costa Sanitary District	gal	0	450,000
City of Antioch	gal	280,000	0
City of Brentwood	gal	0	140,000
City of Martinez	gal	55,000	0
City of Pinole (Pinole/Hercules WPCP)	gal	0	150,000
Contra Costa Water District	gal	263,000	0
Delta Diablo Sanitation District	gal	0	485,000
Diablo Water District	gal	7,500	0
Ironhouse Sanitary District	gal	0	8,000
Pleasant Hill Recreation & Park District	gal	4,500	0
Rodeo Sanitary District	gal	0	55,000
Town of Discovery Bay CSD	gal	40,000	0
West County Wastewater District	gal	0	256,000
		650,000	1,544,000
<u>Peninsula</u>			
City of Burlingame	gal	0	100,500
City of Daly City/North San Mateo County Sanitation	gal	25,000	130,000
City of Millbrae	gal	0	63,000
City of San Mateo	gal	0	350,000
City of South San Francisco	gal	0	450,000
Sewer Authority Mid-Coastside	gal	0	135,000
Silicon Valley Clean Water (SVCW)	gal	0	367,000
		25,000	1,595,500
<u>Sacramento</u>			
Carmichael Water District	gal	45,000	0
City of Roseville	gal	235,000	107,000
City of Sacramento	gal	14,400	50,000
City of Yuba City	gal	10,000	0
El Dorado Irrigation District	gal	166,000	120,000
Nevada Irrigation District	gal	25,000	0
Rancho Murieta Community Services District	gal	0	35,000
Sacramento County Water Agency	gal	200,000	0
Woodland-Davis Clean Water Agency	gal	75,000	0
		770,400	312,000

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022
BID NO. 13-2021

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
<u>South Bay</u>			
City of Morgan Hill	gal	15,000	0
City of Sunnyvale	gal	0	225,000
City of Watsonville	gal	0	60,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	1,100,000
		15,000	1,385,000
<u>Tri Valley</u>			
City of Dublin	gal	120,000	0
City of Livermore	gal	0	260,000
Dublin San Ramon Services District	gal	5,000	375,000
Zone 7 Water Agency	gal	365,000	0
		490,000	635,000
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)	gal	85,000	0
<u>Sacramento</u>			
Nevada Irrigation District	gal	85,000	0
		85,000	0
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)	gal	2,200	0
<u>North Bay</u>			
Contra Costa Water District	gal	2,200	0
		2,200	0
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	gal	1,700	0
<u>Marin Sonoma</u>			
North Marin Water District	gal	1,700	0
		1,700	0

SECTION III – 2

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section I, Paragraph 2.16 Method of Award). Refer to Section II-2, Special Technical Specifications, for any additional delivery requirements by each individual agency.

<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<u>CENTRAL VALLEY</u>				
City of Lathrop (Veiola NA)				
	18800 Christopher Way	Lathrop	Every 15 days	2,000 gallons
City of Merced				
	10260 Gove Road	Merced		
City of Stockton				
Delta Water Supply Plant	11373 N. Lower Sacramento Road	Lodi	2-5x per month	5,000 gallons
NSPAF	4502 White Forge Drive	Stockton	2-3x per month	120-300 gal
Stockton Regional Wastewater Control Facility	2500 Navy Drive	Stockton	1-3x per week	5,000 gallons
Various Well Sites	Varies	Stockton	2-3x per month	120-300 gallons each site
City of Turlock				
Turlock Regional Water Quality Control Facility	901 S. Walnut Rd	Turlock	2-3x per week	5,000 gallons
Oakwood Lake Water District				
Wastewater Treatment Plant	4396 Aplicella Ct	Manteca	6x per year	500 gallons
Well 3	3757 W. Woodward Ave	Manteca	6x per year	250 gallons
Well 4	1656 Bella Lago Way	Manteca	6x per year	250 gallons
<u>EAST BAY</u>				
Alameda County Water District				
Blending Facility	1111 Mowry Ave	Fremont	1x per 2 weeks	4,000 gallons
Newark Desalination Facility	6833 Redeker Place	Newark	1x per 2 weeks	3,000 gallons
Water Treatment Plant No. 2	42436 Mission Blvd.	Fremont	1-2 times per week	4,000 gallons
City of Hayward				
Water Pollution Control Facility	3700 Enterprise Avenue	Hayward	46x per year	5,000 gallons (truck load)
City of San Leandro				
Satellite Station	2.5 miles south of treatment plant	San Leandro	Every 2 weeks in Apr-Oct	500 - 1,200 gallons
Wastewater Treatment Plant	3000 Davis St	San Leandro	Every 10 days	5,000 gallons

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

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<u>Per Region, Agency and Delivery Facility Name and Location</u>				<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
Oro Loma Sanitary District					
Oro Loma Sanitary District	2600 Grant Avenue	San Lorenzo		Weekly	5,000 gallons
Union Sanitary District					
Union Sanitary District	5072 Benson Road	Union City		14-17 x per month	5,000 gallons
<u>MARIN SONOMA NAPA</u>					
Central Marin Sanitation Agency					
Central Marin Sanitation Agency	1301 Andersen Drive	San Rafael		1x per week; 3-4x per week in wet weather	5,000 gallons
City of Mill Valley - Sewerage Agency of Southern Marin					
Sewerage Agency of Southern Marin	450 Sycamore Ave	Mill Valley		1x per month	4,500 gallons
Las Gallinas Valley Sanitary District					
	300 Smith Ranch Road	San Rafael		2x per month average	5,000 gallons
Marin Municipal Water District					
Bon Tempe	Filter Plant Road	Fairfax		24 per year	2,000 gallons
Ignacio Pump Station	13 Hamilton Drive	Novato		11x per year (1x per month)	1,500 gallons
San Geronimo	330 San Geronimo Valley Road	Woodacre		34x per year (summer 2x per week; winter 1x per month)	4,000 gallons
Napa Sanitation District					
	1515 Soscol Ferry Road	Napa		2-3x per week	5,000 gallons
North Marin Water District					
	End of Commodore Webster	Point Reyes Station		Every 5 weeks	200 gallons
	Hwy 37 between Atherton Ave & Hwy 101	Novato		1x per year	1,000 gallons
Sanitary District No. 5 of Marin County					
	2001 Paradise Drive	Tiburon		1x per month	3,000 gallons
Sausalito Marin City Sanitary District					
Treatment Plant / District Office	1 East Road	Sausalito		1x per month	5,000 gallons, Receiving hours 6-1pm M-F

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
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<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<u>NORTH BAY</u>				
Central Contra Costa Sanitary District				
CCCSD	5019 Imhoff Place	Martinez	2-3x weekly	5,000 gallons
City of Antioch				
City of Antioch Water Treatment Plant	401 Putnam Street	Antioch	1-3x per week	Full truck load
City of Brentwood				
Brentwood Wastewater Treatment Plant	2251 Elkins Way	Brentwood	2x per month	5,000 gallons
City of Martinez				
City of Martinez Water Treatment Plant	3003 Pacheco Blvd	Martinez	2x per month	2,500 gallons
City of Pinole (Pinole/Hercules WPCP)				
Pinole/Hercules Water Pollution Control Plant	11 Tennent Avenue	Pinole	Every 10-12 days	5000 gallons
Contra Costa Water District				
Bollman Water Treatment Plant	2015 Bates Ave	Concord	approx 28x per year	4,500 - 5,000 gallons
City of Brentwood Water Treatment Plant	3760 Neroly Rd	Concord	approx 15x per year	4,500 - 5,000 gallons
Pinehollow Pump Station	Grasswood Ct	Concord	1x per year	2 x 550 gallon tanks
Randall-Bold Water Treatment Plant	3760 Neroly Rd	Oakley	approx 2x during plant shutdowns Nov-Apr	330 gallons
Willow Pass Pump Station	1920 Clayton Way	Concord	approx 2x during plant shutdowns Nov-Apr	330 gallons
Delta Diablo Sanitation District				
Wastewater Treatment Plant	2500 Pittsburg-Antioch Hwy	Antioch	2x per week	5,000 gallons
Diablo Water District				
Blending Facility	2201 Laurel Road	Oakley	Every 3 months	1,500 gallons
Ironhouse Sanitary District				
	450 Walnut Meadows Dr	Oakley	Once per quarter	2,000 gallons
Pleasant Hill Recreation & Park District				
Pleasant Hill Aquatic Park	147 Gregory Lane	Pleasant Hill	May-September: once/month October-April: once every 2 months	650 gallons

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<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
Rodeo Sanitary District				
	800 San Pablo Avenue	Rodeo	2x per month	2,300 gallons
Town of Discovery Bay CSD				
	1800 Newport Drive	Discovery Bay	1-2x per week in summer; 1-2x per month in fall/winter	500-900 gallons
	1800 Willow Lake Road	Discovery Bay	1-2x per week in summer; 1-2x per month in fall/winter	500-900 gallons
West County Wastewater District				
Water County Wastewater	2377 Garden Tract Road	Richmond	1 per week (min)	4,500 gallons
<u>PENINSULA</u>				
City of Burlingame				
Wastewater Treatment Facility	1103 Airport Blvd	Burlingame	2x per month	5,000 gallons
City of Daly City/North San Mateo County Sanitation District				
Citrus Pump Station	792 Niantic Ave	Daly City	2x per month	Mini bulk
North San Mateo County Sanitation District WWTP	153 Lake Merced Blvd	Daly City	1 per week	Bulk delivery
Westlake Pump Station	295 Coronado St	Daly City	2x per month	Mini bulk
City of Millbrae				
Water Pollution Control Plant	400 E. Millbrae Ave	Millbrae	1 every 3-4 weeks	4,800 gallons
City of San Mateo				
	2050 Detroit Drive	San Mateo	1 load approx every 1 week	Full tanker truck, 4,000 gallons
City of South San Francisco				
South San Francisco - San Bruno Water Quality Control Plant	195 Belle Air Road	South San Francisco	Weekly	4,800 gallons
Sewer Authority Mid-Coastside				
	1000 N. Cabrillo Hwy	Half Moon Bay	Every 3 weeks	5,000 gallons
Montara Pump Station	16th St and Cabrillo Hwy	Montara	Monthly	2,000 gallons
Princeton Pump Station	West Point at Stanford Ave	Half Moon Bay	Monthly	2,000 gallons
Silicon Valley Clean Water (SVCW)				
Redwood City Pump Station	1585 Maple St	Redwood City	2x per year	2,000 gallons (split with WWTP)
WWTP	1400 Radio Rd	Redwood City	2x per week	4,500 gallons

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<u>Per Region, Agency and Delivery Facility Name and Location</u>				<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<u>SACRAMENTO</u>					
Carmichael Water District					
Bajamont Water Treatment Plant	3501 Bajamont Way	Carmichael		9 per year	Full load, approx 5,000 gallons
City of Roseville					
Parks and Recs - Johnson Pool	100 D Street	Roseville 95661	Jan-Mar 400 gal total Apr-May 400 gal/mo Jun-Sep 400 gal/wk Oct-Dec 400 gal/mo		300 gallons
Parks and Recs - Mike Shellito Pool	10210 Fairway Dr	Roseville 95678	Jan-Mar 500 gal/mo Apr-May 700 gal/mo Jun-Sep 800 gal/mo Oct-Dec 500 gal/mo		400 gallons
Parks and Recs - Roseville Aquatic Complex	3051 Woodcreek Oaks Blvd	Roseville 95747	Jan-Mar 500 gal/mo Apr-May 500 gal/wk Jun-Sep 1200 gal/wk Oct-Dec 500 gal/mo		1500 gallons
Pleasant Grove Wastewater Treatment Plant	5150 Westpark Dr	Roseville 95747	16x per year (2-3 per month in summer, 1-2 per month in winter)		5,000 gallons
Roseville Energy Park	2150 Phillip Rd	Roseville 95747	Every 2 months		5,000 gallons
Roseville Water Treatment Plant	9595 Barton Rd	Granite Bay 95746	40x per year (2 per wk in summer, 1- per month in winter)		5,000 gallons
City of Sacramento					
Combined Wastewater Treatment Plant	1391 35th Avenue	Sacramento	Rain dependent - can be multiple orders each week		4,500-4,800 gallons
Pioneer Reservoir	2100 Front Street (cross street is V Street)	Sacramento	Rain dependent - can be multiple orders each week		4,500-4,800 gallons
Shasta Water Treatment Plant	8380 Kastanis Way	Elk Grove	Typically 1 to 2 deliveries per month (may be reduced during extremely wet years)		600 gallons
City of Yuba City					
Gauche Park City Swimming Pool	421 C Street	Yuba City	Weekly during summer; biweekly in winter		200-250 gals in summer; 125-200 gals in winter

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<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
El Dorado Irrigation District				
Deer Creek Wastewater Treatment Plant	1565 Deer Creek Rd	Cameron Park, CA 95682	Quarterly	5,000 gallons
EID Reservoir 1 Water	5575 Gilmore Rd	Pollock Pines, CA 95726	Quarterly	5,000 gallons
EID Reservoir A Water	5560 Sly Park Rd	Pollock Pines, CA 95726	Monthly	5,000 gallons
El Dorado Hills Wastewater Treatment Plant	4625 Latrobe Rd	El Dorado Hills, CA 95762	Bimonthly	5,000 gallons
El Dorado Hills Water Plant	1835 Francisco Dr	El Dorado Hills, CA 95762	Monthly	5,000 gallons
Nevada Irrigation District				
E. George Treatment Plant	11258 Banner Lava Cap Rd	Nevada City	5x per year	5,000 gallons (12.5%)
Lake of the Pines (LOP) Treatment Plant	12818 Torrey Pines Dr	Auburn	3x per year	5,000 gallons (5.25%)
Lake Wildwood Water Treatment Plant	14199 Beitler Road	Nevada City	4x per year	5,000 gallons (5.25%)
Loma Rica Water Treatment Plant	13786 Loma Rica Dr	Grass Valley	5x per year	5,000 gallons (5.25%)
North Auburn Treatment Plant	1220 Locksley Lane	Auburn	4x per year	5,000 gallons (5.25%)
Rancho Murieta Community Services District				
Wastewater Reclamation Plant	15160 Jackson Road	Rancho Murieta	1x per month/5 months in summer	4,500 gallons
Sacramento County Water Agency				
Anatolia Water Treatment Plant		Rancho Cordova	2x per month	4,500 - 5,000 gallons
Big Horn Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Elk Grove Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Poppy Ridge Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Vineyard Surface Water Treatment Plant	10151 Florin Road	Sacramento	0-3x per month	5,000 gallons
Waterman Road Water Treatment Plant		Sacramento	0-2x per month	2,000 gallons
Wild Hawk Water Treatment Plant		Sacramento	0-2x per month	2,000 gallons
Woodland-Davis Clean Water Agency				
	855 County Road 102	Woodland	2x per month	4,500 - 5,000 gallons

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<u>SOUTH BAY</u>				
City of Morgan Hill				
13 different well sites	various	Morgan Hill	1-2x per month	100 - 300 gallons per well site
Boys Ranch #1 Well	1004 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Boys Ranch #2 Well	1000 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Boys Ranch #3 Well	1002 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Butterfield Well	179 Calle Hermosa	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #1 Well	200 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #2 Well	1420 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #3 Well	1000 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #4 Well	505 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Dunne #1 & 2 Wells	100 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Jackson Well	2150 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Main #1 and #2 Well	470 E. Main Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Nordstrom Well	17002 Murphy Ave	Morgan Hill	1-2x per month	100 - 300 gallons
San Pedro Well	1240 San Pedro Ave	Morgan Hill	1-2x per month	100 - 300 gallons
City of Sunnyvale				
City of Sunnyvale Wastewater Treatment Plant	1444 Borregas Avenue	Sunnyvale	1-2x per week	5,000 gallons
City of Watsonville				
City of Watsonville RWF	500 Clearwater Lane	Watsonville	Approx every 6 wks	5000 gals
San Jose - Santa Clara Regional Wastewater Facility				
San Jose/Santa Clara Regional Wastewater Facility	700 Los Esteros Rd	San Jose	5 per week	5,000 gallons (full tanker)
<u>TRI VALLEY</u>				
City of Dublin				
The Wave	4201 Central Parkway	Dublin	As needed (1x monthly October-April, up to weekly May-September)	1,600 gallons
City of Livermore				
	101 West Jack London Blvd	Livermore	Weekly	5,000 gallons

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Dublin San Ramon Services District				
FOD Pump Station 10A	10 Barnet Blvd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
FOD Pump Station 300B	3441 Fallon Rd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
FOD Reservoir 1A	8218 Rhoda Ave	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
Regional Wastewater Treatment Facility	7399 Johnson Drive	Pleasanton	76x per year (about 6x per month)	4,400 gallons
Water Recycling Plant (DERWA)	7399 Johnson Drive	Pleasanton	10x per year during summer	4,400 gallons
Zone 7 Water Agency				
Chain of Lakes	2655 El Charro Rd	Pleasanton	Every 18 days	500 gallons
Del Valle Water Treatment Plant	901 East Vineyard Ave	Livermore	Every 9 days	5,000 gallons
Hopyard Well #6	5997 Parkside Dr	Pleasanton	Every 18 days	500 gallons
Mocho Demineralization Plant	5215 Stoneridge Dr	Pleasanton	Every 42 days	2,500 gallons
Patterson Pass Water Treatment Plant	8750 Patterson Pass Road	Livermore	Every 20 days	5,000 gallons
Stoneridge Well	3750 Stoneridge Dr	Pleasanton	Every 18 days	500 gallons

SECTION III – 3

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

Central Valley

CITY OF LATHROP (VEIOLA NA)

Veolia Water West Operating Service, Inc. 390 Towne Center Drive Lathrop, CA 95330

Paul Zolffarelli	paul.zolffarelli@veolia.com	209-406-3845
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CITY OF MERCED

Wastewater Treatment Facility 10260 Gove Road Merced, CA 95340

Charles Slagter	SlagterC@cityofmerced.org	
Keith Riedeman	RiedemanK@cityofmerced.org	209-385-6215

CITY OF STOCKTON

Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206

Kathryn Garcia Program Manager III - Wastewater	Kathryn.Garcia@stocktonca.gov	209-937-8232
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CITY OF TURLOCK

156 S Broadway, #270 Turlock, CA 95380

Lisa Quiroga Purchasing Coordinator	equiroga@turlock.ca.us	209-668-5402
Erica Walker	ewalker@turlock.ca.us	

OAKWOOD LAKE WATER DISTRICT

PO Box 77980 Stockton, CA 95267

Casey Wichert Operations Department	caseywichert@valleyoperators.com	209-483-5525
Bert Michalczyk Consultant	bert.michalczyk@gmail.com	209-239-2481
Lynne Wichert Billing Department	lynnewichert@valleyoperators.com	209-239-2481

East Bay

ALAMEDA COUNTY WATER DISTRICT

43885 South Grimmer Blvd Fremont, CA 94538

Mike Wickham Water Production Manager	mike.wickham@acwd.com	510-552-1459
Cris Pena Engineer	Cris.Pena@acwd.com	510-668-6516
Renee Gonzalez Procurement Specialist	renee.gonzalez@acwd.com	510-668-4294
Thomas Spankowski Environmental Compliance Engineer	thomas.spankowski@acwd.com	510-668-6533

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

CITY OF HAYWARD

Water Pollution Control Facility 3700 Enterprise Avenue Hayward, CA 94545

Diane Vargas	WPCF Secretary	diane.vargas@hayward-ca.gov	
David Donovan	WPCF Manager	david.donovan@hayward-ca.gov	510-293-5099
Alex Ameri	Public Works Director	alex.ameri@hayward-ca.gov	
Rita Perez	Purchasing and Accounts Payable - Acting Manager	rita.perez@hayward-ca.gov	510-583-4802
Mark Orlandi	Operations Supervisor	mark.orlandi@hayward-ca.gov	510-293-5212

CITY OF SAN LEANDRO

Water Pollution Control Plant 3000 Davis Street San Leandro, CA 94577

Sally Perez	Purchasing Technician	sperez@sanleandro.org	510-577-3472
Hayes Morehouse	Administrative Analyst II	hmorehouse@sanleandro.org	510-577-3437
Justin Jenson	Plant Manager	jjenson@sanleandro.org	510-577-6059

ORO LOMA SANITARY DISTRICT

2655 Grant Avenue San Lorenzo, CA 94580-1838

Manuel Talledo-Garcia	Plant Operations Manager	manuel@oroloma.org	510-276-4700
Jason Warner	General Manager/Treasurer	jwarner@oroloma.org	

UNION SANITARY DISTRICT

5072 Benson Road Union City, CA 94587-2508

Bill Newman	Buyer	billn@unionsanitary.ca.gov	510-477-7524
Skip Calvo	Purchasing Agent	skipc@unionsanitary.ca.gov	510-477-7526
Armando Lopez	Treatment and Disposal Services Manager	Armandol@unionsanitary.ca.gov	510-477-7517

Marin Sonoma Napa**CENTRAL MARIN SANITATION AGENCY**

1301 Andersen Drive San Rafael, CA 94901

Peter Kistenmacher	Technical Services Manager	pkistenmacher@cmsa.us
Jason Dow		jdow@cmsa.us
Jacky Wong		jwong@cmsa.us

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

CITY OF MILL VALLEY - SEWERAGE AGENCY OF SOUTHERN MARIN

26 Corte Madera Avenue Mill Valley, CA 94941

Roger Paskett Chief Treatment Plant Operator	rpaskett@cityofmillvalley.org	415-388-2402 x4840
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Mark Grushayev WWT Manager	mgrushayev@cityofmillvalley.org	415-388-2402
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LAS GALLINAS VALLEY SANITARY DISTRICT

300 Smith Ranch Road San Rafael, CA 94603

Mel Liebmann Plant Manager	mliebmann@lgvdsd.org	915-472-1734
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MARIN MUNICIPAL WATER DISTRICT

220 Nellen Avenue Corte Madera, CA 94925

Jim Kenney Superintendent of Operations, Water Treatment	jkenney@marinwater.org	415-945-1501
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Lucy Croy Water Quality Manager	lcroy@marinwater.org	415-945 1590
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Danelle Graham Senior Buyer	dgraham@marinwater.org	415-945-1402
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NAPA SANITATION DISTRICT

1515 Soscol Ferry Road Napa, CA 94558

Dan Fritz Operations Supervisor	DFRITZ@napasan.com	707-258-6000
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Gabe Snook Lead Operator	gsnook@napasan.com	707-312-1733
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Timothy Healy General Manager/District Engineer	thealy@napasan.com	707-258-6000
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NORTH MARIN WATER DISTRICT

999 Rush Creek Place Novato, CA 94945

Robert Clark Operations/Maintenance Superintendent	rclark@nmwd.com	415-761-8931
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Brad Stompe Operations Supervisor	bstompe@nmwd.com	
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SANITARY DISTRICT NO. 5 OF MARIN COUNTY

2001 Paradise Drive Tiburon, CA 94920

Tony Rubio District Manager	trubio@sani5.org	415-435-1501
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**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

SAUSALITO MARIN CITY SANITARY DISTRICT

1 East Road Sausalito, CA 94965

Kevin Beneda	Kevinb@smcsd.net	
Vince Pasquini	vince@smcsd.net	
Omar Arias Operations Superintendent	omar@smcsd.net	415-331-4712
Cathy Bondanza	cathy@smcsd.net	

North Bay**CENTRAL CONTRA COSTA SANITARY DISTRICT**

5019 Imhoff Place Martinez, CA 94553-4392

Amy Compaglia Senior Buyer	acompaglia@centralsan.org	
Chris Newkirk Senior Buyer	cnewkirk@centralsan.org	925-229-7352
Alan Weer Plant Operations Division Manager	aweer@centralsan.org	925-335-7731
Stephanie King Purchasing and Materials Manager	sking@centralsan.org	

CITY OF ANTIOCH

Water Treatment Plant P.O. Box 5007 Antioch, CA 94531-5007

Mathew Taylor Water Treatment Plant Supervisor	mtaylor@antiochca.gov	
Zach Hylton		
Tim Coley Water Treatment Superintendent	tcoley@ci.antioch.ca.us	925-779-7028

CITY OF BRENTWOOD

2251 Elkins Way Brentwood, CA 94513

Ryan LaMunyon Wastewater Treatment Plant Supervisor	rlamunyon@brentwoodca.gov	925.516.6060
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CITY OF MARTINEZ

525 Henrietta Street Martinez, CA 94553

Hiren Patel Water Operations Supervisor	hpatel@cityofmartinez.org	925-372-3588
George Pavlov Water Superintendent	gpavlov@cityofmartinez.org	925-372-3587

CITY OF PINOLE (PINOLE/HERCULES WPCP)

11 Tennet Avenue Pinole, CA 94564

Mike Howe Operations Supervisor	mhowe@ci.pinole.ca.us	(510) 724-9013
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**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

CONTRA COSTA WATER DISTRICT

1331 Concord Ave Concord, CA 94520-4907

Nicole Quesada	Administrative Analyst	nquesada@ccwater.com	925-625-6602
John Ramirez	Water Treatment Superintendent	jramirez@ccwater.com	925-688-8157
Brian Jackson	Purchasing Officer	bjackson@ccwater.com	925-688-8094

DELTA DIABLO SANITATION DISTRICT

2500 Pittsburg-Antioch Hwy. Antioch, CA 94509-1373

Michael Bova	Purchasing Agent	michaelb@deltadiablo.org	925-756-1968
Eka Ekanem	Senior Accountant	ekae@deltadiablo.org	925-756-1978

DIABLO WATER DISTRICT

87 Carol Lane Oakley, CA 94561-0127

Nacho Mendoza	Manager of Water Operations	nmendoza@diablowater.org	925-625-2112
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IRONHOUSE SANITARY DISTRICT

450 Walnut Meadows Drive Oakley, CA 94561

Thomas Hejza	Plant Supervisor	hejza@isd.us.com	925-809-3033
Chris Christean	Plant Manager	christean@isd.us.com	925-809-3033
Susan Paz		paz@isd.us.com	

PLEASANT HILL RECREATION & PARK DISTRICT

147 Gregory Lane Pleasant Hill, CA 94523

Korey Riley	Aquatics Program Manager	Kriley@PleasantHillRec.com	925-682-0896
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RODEO SANITARY DISTRICT

800 San Pablo Avenue Rodeo, CA 94572

Jim Petalio	Grade IV Operator	petalioj@rodeosn.org	510-799-2970
Nancy Lefebvre		lefebvre@rodeosn.org	

TOWN OF DISCOVERY BAY CSD

1800 Willow Lake Road Discovery Bay, CA 94505-9376

Aaron Goldsworthy	Water and Wastewater Manager	agoldsworthy@toddb.ca.gov	
Gerry Lemus		gerry.lemus@veolia.com	(302) 420-8733
Mike Davies	General Manager	mdavies@toddb.ca.gov	925-634-1733

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

WEST COUNTY WASTEWATER DISTRICT

2910 Hilltop Drive Richmond, CA 94806

Izaiah Kruenegel	Operations Manager	IKruenegel@wcwd.org	
Dalvin Hayes	Secretary	Dhayes@wcwd.org	510 237-6603
Joseph Majarucon	Operations Manager	jmajarucon@wcwd.org	

Peninsula**CITY OF BURLINGAME**

Wastewater Treatment Facility 1103 Airport Blvd. Burlingame, CA 94010

Robert Spankowski	Operations Manager	robert.spankowski@veolia.com	650 333 6037
B. Wynn Morgan	VW Project Manager II	beatty.morgan@veolia.com	
Muriel Carrieri	Office Manager	muriel.carrieri@veolia.com	650-342-3727

CITY OF DALY CITY/NORTH SAN MATEO COUNTY SANITATION DISTRICT

153 Lake Merced Blvd Daly City, CA 94015

Brandon Wardle	Senior Operator	bwardle@dalcycity.org	650-991-8200
Gregory Krauss		gkrauss@dalcycity.org	

CITY OF MILLBRAE

Water Pollution Control Plant 400 E Millbrae Ave Millbrae, CA 94030

Harry Kwong	Chief Operator	hkwong@ci.millbrae.ca.us	650-346-7658
Khee Lim	Public Works Director	klim@ci.millbrae.ca.us	
Craig Centis	Deputy Director of Public Works	ccentis@ci.millbrae.ca.us	650-259-2376

CITY OF SAN MATEO

City of San Mateo WWTP 2050 Detroit Drive San Mateo, CA 94404

Ray Busch	Plant Manager	rbusch@cityofsanmateo.org	650-522-7386
Xiongbing Liang	Laboratory Supervisor	xliang@cityofsanmateo.org	650-522-7380
Alonso Barahona	Management Analyst II	abarahona@cityofsanmateo.org	650-522-7334

CITY OF SOUTH SAN FRANCISCO

San Bruno Water Quality Control Plant 195 Belle Air Road South San Francisco, CA 94080

Nicholas Talbot	Assistant Plant Superintendent	nicholas.talbot@ssf.net	650-877-8555
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**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

SEWER AUTHORITY MID-COASTSIDE

1000 N. Cabrillo Highway Half Moon Bay, CA 94019

Kishen Prathivadi	Kishen@samcleanswater.org	650-726-0124
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SILICON VALLEY CLEAN WATER (SVCW)

1400 Radio Road Redwood City, CA 94065-1220

Monte Hamamoto Chief Operating Officer	mhamamoto@svcw.org	650-832-6266
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Matt Anderson Assistant Manager/CFO	manderson@svcw.org	650-832-6261
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Robert Huffstutler Operations Director	Rhuffstutler@svcw.org	650-832-6229
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Sacramento**CARMICHAEL WATER DISTRICT**

7837 Fair Oaks Blvd. Carmichael, CA 95608

Mark McClintock	mark@carmichaelwd.org	916-679-0457
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CITY OF ROSEVILLE

311 Vernon Street Roseville, CA 95678

Becky Philipp Buyer II	bphilipp@roseville.ca.us	916-774-5724
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Shannon Wiest	swiest@roseville.ca.us	916-774-5720
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CITY OF SACRAMENTO

Department of Utilities 1395 35th Avenue Sacramento, CA 95822

Stacy Larkin Program Analyst, Business Services Division - Logistics	slarkin@cityofsacramento.org	916-808-6356
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CITY OF YUBA CITY

Public Works Department 701 Northgate Drive Yuba City, CA 95991

Spencer Morrison Director of Finance and IT/City Treasurer	smorriso@yubacity.net	530-822-4615
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Brandon Sanford Chief Plant Operator	bsanford@yubacity.net	916-601-4807
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Scarlett Harris Administrative Assistant	sharris@yubacity.net	530-822-4818
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Terrance Pioro Water Treatment Chief Plant Operator	tpioro@yubacity.net	530-822-4759
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Mike Finnigan Yuba City Wastewater Treatment Facility Supervisor	mfinniga@yubacity.net	
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**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

EL DORADO IRRIGATION DISTRICT

2890 Mosquito Road Placerville, CA 95667

Christine St. Lawrence	Buyer	cstlawrence@eid.org	530-642-4125
Ryan Deakyne	Senior Buyer	rdeakyne@eid.org	530-642-4405

NEVADA IRRIGATION DISTRICT

1036 W. Main Street Grass Valley, CA 95945

Joan Tortorici	Buyer	tortorici@nidwater.com	530-273-6185
Fred Waymire		waymire@nidwater.com	

NEVADA IRRIGATION DISTRICT

1036 W. Main Street Grass Valley, CA 95945

Joan Tortorici	Buyer	tortorici@nidwater.com	530-273-6185
Fred Waymire		waymire@nidwater.com	

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road Rancho Murieta, CA 95683

Paul Siebensohn	Director of Field Operations	psiebensohn@rmcsd.com	916-354-3700
Travis Bohannon		tbohannon@rmcsd.com	

SACRAMENTO COUNTY WATER AGENCY

Vineyard Surface Water Treatment Plant 10151 Florin Road Sacramento, CA 95829

Branden Mitchell		mitchellb@saccounty.net	
Shawn Barnes	Water Treatment Operations Supervisor	barness@saccounty.net	916-508-0858
Tom Pasterski	Water System Superintendent	pasterskit@saccounty.net	916-876-6430
Aaron Robertson		robertsona@saccounty.NET	916-875-0746
Jeff Gross		grossj@saccounty.NET	

WOODLAND-DAVIS CLEAN WATER AGENCY

Regional Water Treatment Facility 855 County Road 102 Woodland, CA 95776

Michele Mitchell	Accounting	secretary@wdcwa.com	530-379-4027
Brian Frank	Project Manager (Jacobs)	Brian.Frank@jacobs.com	530-379-4008
Darla Collier	Administrative Assistant (Jacobs)	Darla.Collier@jacobs.com	530-379-4002

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

South Bay

CITY OF MORGAN HILL

100 Edes Court Morgan Hill, CA 95037-5301

Clint Byrum	Utilities Operations Manager	clint.byrum@morganhill.ca.gov	408-776-7333
Inga Alonzo	Public Utilities Management Analyst	inga.alonzo@morganhill.ca.gov	408-310-4182

CITY OF SUNNYVALE

Water Pollution Control Plant 1444 Borregas Avenue Sunnyvale, CA 94088-3707

Bryan Berdeen	Operations Manager	bberdeen@sunnyvale.ca.gov	408-730-7261
Lisa Vo		lvo@sunnyvale.ca.gov	

CITY OF WATSONVILLE

500 Clearwater Lane Watsonville, CA 95076

Mike Wagoner	Wastewater Operations Supervisor	michael.wagoner@cityofwatsonville.org	831-768-3181
Ryan Smith	WW Division Manager	Ryan Smith ryan.smith@cityofwatsonville.org	831-728-3175

SAN JOSE - SANTA CLARA REGIONAL WASTEWATER FACILITY

700 Los Esteros Road San Jose, CA 95134

Tim Lewis	Wastewater Facility Operations Manager	tim.lewis@sanjoseca.gov	408-635-2057
Satya Nand		satya.nand@sanjoseca.gov	408-635-6635
Thomas Martinez		Thomas.Martinez@sanjoseca.gov	408 635-6635

Tri Valley

CITY OF DUBLIN

100 Civic Plaza Dublin, CA 94568

Danny Weber	Recreation Coordinator - The Wave at Emerald Glen	daniel.weber@dublin.ca.gov	925-574-4800
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CITY OF LIVERMORE

Water Resources/Public Works Department 101 West Jack London Blvd. Livermore, CA 94551

Jimmie Truesdell	WR Operations Manager	jltruesdell@cityoflivermore.net	925-960-8122
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**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 13-2021
SODIUM HYPOCHLORITE 12.5%**

DUBLIN SAN RAMON SERVICES DISTRICT

Regional Wastewater Treatment Facility 7399 Johnson Drive Pleasanton, CA 94588

Gemma Lathi	Administrative Analyst II	lathi@dsrsd.com	925-875-2398
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Jeff Carson	Operations Manager	carson@dsrsd.com	925-875-2345
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Levi Fuller	Plant Operations Supervisor	fuller@dsrsd.com	925-875-2300
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ZONE 7 WATER AGENCY

100 North Canyons Parkway Livermore, CA 94551

Karen Bartels	Buyer II	kbartels@zone7water.com	925-454-5039
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SECTION IV

**BAY AREA CHEMICAL CONSORTIUM
BID CONTRACT DOCUMENTS
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%**

***** All of the following pages must be properly completed and submitted for the bid to be considered complete. Do not submit Worksheet.*****

Spill & Leak response

NACD Responsible Distribution Process Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents. This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

I. Risk Management

- A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.
- B. Regular review with suppliers of the hazards of materials.
- C. Identification and implementation of risk reduction measures.

II. Compliance Review and Training

- A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.
- B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.
- C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.
- D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

III. Carrier Selection

- A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.

IV. Handling and Storage

- A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.
- B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.
- C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.
- D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.
- E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.
- F. Documentation of current operating procedures for handling and storing chemicals.
- G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.
- H. Develop a process for addressing chemical site and chemical transportation security.
- I. Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.
- J. Procedures to properly label and mark packages and containers.

V. Job Procedures and Training

- A. Identification of the skills and knowledge necessary to perform each job.
- B. Establishment of procedures and work practices for safe operating and maintenance activities.
- C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.
- D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.
- E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. Waste Management and Conservation Practices

- A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.
- B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.
- C. A commitment to institute resource conservation measures.

VII. Emergency Response and Public Preparedness

- A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed from that investigative process.
- B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.
- C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.

- D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.
- E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.
- F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.
- G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.
- H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

VIII. Community Outreach

- A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution ProcessSM.
- B. Information and updated for employees on the Responsible Distribution ProcessSM to encourage key employees to become involved in community outreach efforts.
- C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. Product Stewardship

Customers

- A. A process to qualify customers as prescribed by governmental regulation.
- B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution ProcessSM.

X. Internal RDP Audits

- A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.
- B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. RDP Corrective and Preventive Action

- A. Member companies shall establish a CORRECTIVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.
- B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

XII. RDP Document and Data Control

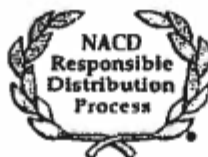
- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).
- B. Data includes any of the above that is electronically stored and utilized.
- C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.
- D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.

NACD Responsible Distribution Process

Guiding Principles

1. To recognize and respond to community concerns about chemicals, their handling, and transportation.
2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.
3. To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.
4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.
5. To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.
6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.
7. To participate with government and others in creating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.
8. To promote the principles and practices of Responsible Distribution ProcessSM by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.



RDP – What Is It?

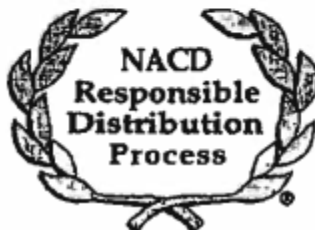
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution ProcessSM (RDP), which focuses on the responsible management and distribution of chemicals.

RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation
- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.





**Univar Solutions USA Inc.
Safety Information**

I. INTRODUCTION

(A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

(B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program. The program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a standalone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program includes:



**Univar Solutions USA Inc.
Safety Information**

Employer Information:	Name, address, telephone number, type of business and main activity.
Administrator Information:	Person with the authority and responsibility to administer the program.
Safety & Health Hazard Evaluation:	A two step process which includes job classification and occupational hazard analysis.
Standard Operating Procedures/ Operating Standards:	Programs and procedures necessary to ensure employee safety and health in every aspect of their job.
Inspection Program:	Inspections are conducted: (1) when the IIPP is first established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly inspections.
Training Program:	Employees receive initial, refresher and ongoing training as required.
Communication:	Provides a means to instruct employees on the hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or hazards.
Safety Award Program:	Company program that encourages and rewards employees for working safely.



**Univar Solutions USA Inc.
Safety Information**

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do not perform their job functions according to

established policies, procedures and guidelines. These policies, procedures and guidelines have been developed to establish a safe working environment for all of our employees and any deviation from them will not be tolerated.

Recordkeeping Requirements: Includes this written program; hazard analysis; the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed

Program Reviews: Review and assess this and other company programs as required to ensure their effectiveness and applicability.

Univar USA Inc.
17425 N.E. Union Hill Rd
Redmond, WA 98052
PO Box 34325
Seattle, WA
98124-1325 USA

T 425 889 3400
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www.univarusa.com



UNIVAR'S SECURITY PROGRAM

As a distributor of industrial chemicals and solvents, a responsible distribution member of the National Association of Chemical Distributors, and an active member of the communities we serve, Univar USA Inc. has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. On March 25th 2003, the Department of Transportation (DOT) enacted HM-232 to address concerns regarding the security of hazardous materials during transportation. The following summary outlines the major provisions of Univar's Security Program as it pertains to the safety and security of our products, facilities, employees and communities as well as DOT's security regulations.

SECURITY / VULNERABILITY ASSESSMENT

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment. Univar's security program addresses the following potential sources of loss or disruption:

- Theft, vandalism, and break-ins
- Theft of confidential business information
- Sabotage of equipment, utilities, and records
- Product contamination and tampering
- Bomb threats
- Civil unrest disrupting plant access and operations
- Workplace violence and assaults

Additionally, Univar has developed a risk-based matrix to identify areas of concern and has taken steps to address those areas of concern.

PERSONNEL SECURITY

Personnel security begins with hiring qualified employees. Univar has established policies and procedures to ensure we hire and maintain qualified employees. These policies and procedures include, but are not limited to:

- Pre-employment background checks
- Pre-employment and random drug tests for drivers and warehouse staff
- Policy on "Standards of Conduct" policy (included in the Employee Handbook)
- Policy on "Confidential Information" policy (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement

UNAUTHORIZED ACCESS

Univar has established minimum facility security guidelines that each facility must implement and adhere to. Those minimum guidelines include but are not limited to:

- Perimeter and warehouse security
- Equipment security
- Access controls for production areas, warehouses, utility facilities, and offices
- Signs to direct visitors and vehicles to the appropriate entry points
- Visitor control

Univar employees have been trained to question unescorted person(s) within the operating areas, and to be watchful for unusual activity on company property or in the immediate surrounding areas.

FDA REGULATED PRODUCTS

The security of FDA regulated products falls within the overall facility security plan which complies with the various federal regulations governing chemical security, including the DOT and the Department of Homeland Security (DHS).

All FDA regulated products have tamper-evident seals or caps on the containers, including rail tank cars, tank trucks, intermediate bulk containers (IBCs), drums and pails. The use of tamper evident seals provides a mechanism for the warehousemen, driver and/or customer to identify potential tampering with the container.

In addition, all FDA regulated products are lot controlled. The lot number on the container is cross-referenced with the lot number on the bill of lading before delivery to the customer.

For FDA regulated products packaged/transferred at Univar USA facilities, all of the hoses and other devices used during the product transfer process are secured at the end of the packaging process by various means.

All inbound and outbound shipments of these products are inspected to assure they are properly packaged, labeled and have tamper evident seals in place.

SECURITY ASSESSMENT / EVALUATION

All facilities undergo periodic security review to evaluate the integrity and effectiveness of their security policies, procedures and systems.

RESPONSIBILITIES

Each Univar facility has designated an employee, and an alternate, as the site security coordinator. This person(s) will be responsible for performing the following security management functions:

- Prepare and implement a site security program consistent with the requirements herein
- Establish relationships with law enforcement and emergency response agencies
- Manage incident reporting procedures, conduct incident investigations, and if necessary, conduct investigations into breaches of company security policy
- Train employees about security awareness
- Address security issues in an emergency, crisis management planning and execution
- Periodically reassess the facility's site security program

TRAINING

Employees receive training regarding this security program and its implementation. Training will address the following items:

- Company security objectives
- Specific security procedures:
 - Product integrity
 - Personnel security
 - Facility security
 - En-route security
- Employee responsibilities

EN ROUTE SECURITY

Univar trucks are clearly marked with Univar's name and address on the cab doors. Products and routes will be evaluated to assess the security risks. Measures will be taken to secure hazardous cargo while in transit.

COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

Should you have any questions regarding any of the items noted in this security program summary, please feel free to contact your local Univar representative or myself at (425) 889-3776.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ed Higbee', with a small dot above the 'i'.

Ed Higbee
Director – Regulatory, Health & Safety



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, March 31, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=univar&ChemicalName=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Canada Ltd

9800 Van Horne Way
Richmond, BC V6X 1W5
Canada
604-273-1441

Facility : # 1 Canada

Sodium Hypochlorite[CL]

Trade Designation

Sodium Hypochlorite 12%

Product Function

Disinfection & Oxidation

Max Use

97mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Canada Ltd.

9800 Van Horne Way
Richmond, BC V6X 1W5

Canada
604-273-1441

Facility : Edmonton, Alberta, Canada

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Bleach 12%	Disinfection & Oxidation	87mg/L
Javex 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 16%	Disinfection & Oxidation	66mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Valleyfield, Québec, Canada

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12%	Disinfection & Oxidation	95mg/L
Sodium Hypochlorite 4%	Disinfection & Oxidation	285mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Univar Canada Ltd.
9800 Van Horne Way
Richmond, BC V6X 1W5

Canada
416-740-5300

Facility : # 1 Ontario, Canada

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12%	Disinfection & Oxidation	97mg/L
Sodium Hypochlorite 12% Water Treatment	Disinfection & Oxidation	97mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Solutions USA Inc.
17411 NE Union Hill Road
Redmond, WA 98052
United States
425-889-3496

Facility : KAS Lemont, IL

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Algicide	84mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite 12.5%	Algicide	84mg/L
	Disinfection & Oxidation	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Solutions USA Inc. DBA
Univar USA Inc.

3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3400

Facility : # 1 St. Louis, MO

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Phoenix 27th Ave., AZ

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Commerce, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Santa Fe Springs, CA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Redwood City, CA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Visalia, CA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Jacksonville, FL**Sodium Hypochlorite[CL]**

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	55mg/L
Liquichlor 12.5%	Disinfection & Oxidation	44mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	55mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	44mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	94mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Dallas, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Norcross, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Nampa, ID

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bedford Park, IL

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	pH Adjustment	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center, Geismar, LA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	78mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	78mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Terrace Court, MN**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Charlotte, NC**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Walbridge, OH**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	78mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	78mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the

finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Portland, OR

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Altoona, PA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	45mg/L
Liquichlor 5.25%	Disinfection & Oxidation	107mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	45mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	107mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bunola, PA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Liquichlor 12.5%	Disinfection & Oxidation	45mg/L
Liquichlor 5.25%	Disinfection & Oxidation	107mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	45mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	107mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Middletown, PA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	75mg/L
Liquichlor 12.5%	Disinfection & Oxidation	60mg/L
Liquichlor 5.25%	Disinfection & Oxidation	142mg/L
Liquichlor 9.2%	Disinfection & Oxidation	81mg/L
Sodium Hypochlorite Solution 10%	Disinfection & Oxidation	75mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 9.2%	Disinfection & Oxidation	81mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Providence, RI

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 5.25%	Disinfection & Oxidation	200mg/L
Liquichlor 9.2%	Disinfection & Oxidation	114mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Spartanburg, SC

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Elmendorf, TX

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Chester, VA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Liquichlor 12.5%	Disinfection & Oxidation	58mg/L
Liquichlor 5.25%	Disinfection & Oxidation	138mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kent, WA

Sodium Hypochlorite

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Cincinnati Dues Drive, OH

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10% Solution	Disinfection & Oxidation	75mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	60mg/L
Liquichlor 5.25% Solution	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Dallas Bekay Street, TX

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Houston Brisbane, TX

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 10% Solution	Disinfection & Oxidation	65 mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	52 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar Solutions USA Inc. DBA
Univar USA Inc.
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 11 USA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Univar Solutions USA Inc. DBA
Univar USA Inc.**
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 18 USA

Sodium Hypochlorite[CL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
BCS Sodium Hypochlorite Solution (12.5%)	Disinfection & Oxidation	84mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Univar Solutions USA Inc. DBA
Univar USA Inc.**
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3496

Facility : # 2 Houston, TX

Sodium Hypochlorite[CL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor	Disinfection & Oxidation	62mg/L

Liquichlor 10%	Disinfection & Oxidation	62mg/L
Liquichlor 12.5%	Disinfection & Oxidation	50mg/L
Liquichlor Max	Disinfection & Oxidation	50mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	62mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	50mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Solutions USA Inc. DBA
Univar USA Inc.
17411 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3496

Facility : # 25 Dayton, OH

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar Solutions USA Inc. DBA
Univar USA Inc.
3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States

425-889-3400

Facility : San Antonio, TX CarbonFree**Sodium Hypochlorite[CL]****Trade Designation**

Liquichlor 10% Solution

Product Function

Disinfection & Oxidation

Max Use

105mg/L

Algicide

Bactericide

Liquichlor 12.5% Solution

Disinfection & Oxidation

84mg/L

Algicide

Bactericide

Sodium Hypochlorite 10%

Disinfection & Oxidation

105mg/L

Algicide

Bactericide

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

84mg/L

Algicide

Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Solutions USA Inc. DBA**Univar USA Inc.**

17411 Northeast Union Hill Road

Redmond, WA 98052

United States

425-889-3496

Facility : RN Willow Springs, IL**Sodium Hypochlorite[CL]****Trade Designation**

Liquichlor 12.5% Solution

Product Function

Disinfection & Oxidation

Max Use

84mg/L

Bactericide

Algicide

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

84mg/L

Bactericide

Algicide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Univar Solutions USA Inc. DBA
Univar USA Inc.**
3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-372-1529

Facility : Niagara Falls, NY - Oxy

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	55mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	55mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar USA Inc.
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 8 USA

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use

Liquichlor 12.5%

Disinfection & Oxidation

99mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar USA Inc.
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 10 USA

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar USA Inc.
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3496

Facility : # 12 USA

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Liquichlor 5.25% Solution	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : # 17 Saugus, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Liquichlor 5.25% Solution	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 15
Number of matching Products is 106
Processing time was 1 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 12, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=K2&ChemicalName=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=K2&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

K2 Pure Solutions NoCal, L.P.

950 Loveridge Road

Pittsburg, CA 94565

United States

925-203-1190

Visit this company's website (<http://www.k2pure.com>)

Facility : Pittsburg, CA

Sodium Hypochlorite[CL]

Trade Designation

Sodium Hypochlorite

Sodium Hypochlorite 12.5%

Sodium Hypochlorite 13%

Sodium Hypochlorite 13.7%

Sodium Hypochlorite 16%

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

84mg/L

84mg/L

79mg/L

75mg/L

65mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 5

Processing time was 0 seconds

6500149221
K2# 86218
Weight# 82918



Certificate of Analysis

Product: **Sodium Hypochlorite 12.5**
K2 Lot #: **200129-C1**
Date of Manufacture: **1/29/2020**

Characteristic:	Unit	Lower Limit	Upper Limit	Value
Sodium Hypochlorite (NaOCl)	wt%	12.5		12.7
Specific Gravity @ 20 deg C				1.193
Density @ 20 deg C	g/mL			1.190
Total Alkalinity (NaOH)	wt%	0.1	1.0	0.8
Sodium Carbonate (Na ₂ CO ₃)	wt%	0.0	1.0	0.1
Iron (Fe)	ppm		1.0	<1.0
Nickel (Ni)	ppm		0.1	<0.1
Bromate (BrO ₃)	mg/L		24	<10
Insoluble Matter	wt%		0.15 ^o	<0.15
Color				clear greenish yellow
Odor				mild chlorine odor
pH				12.5

Environmental Status:

RCRA List: N/A
SARA 313 List: N/A
California Prop 65 List: N/A
EPA Registration Number: 550-198
DOT Proper Shipping Name: Hypochlorite Solutions, 8, UN1791, PGIII
(RQ 100 Lbs) = 80 Gallons 12.5% Solution

Date of Delivery: 1-29-2020

Shipper ID: THATCHER



This product has been certified according to NSF/ANSI 60 at a maximum use level in drinking water of 84 mg/L
K2 Pure Solutions, 950 Loveridge Road – Pittsburg, CA 94565 – Phone 925-203-1199



Safety Data Sheet

SODIUM HYPOCHLORITE 12.5% LIQUICHLOR®

Version 1.11

Revision Date: 03/23/2021

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : SODIUM HYPOCHLORITE 12.5% LIQUICHLOR®
Manufacturer or supplier's details
Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
 Downers Grove, IL 60515
 United States of America (USA)
Emergency telephone number:
 Transport North America: CHEMTREC (1-800-424-9300)
 CHEMTREC INTERNATIONAL Tel # 703-527-3887
Additional Information: : Responsible Party: Product Compliance Department
 E-mail: SDSNA@univarsolutions.com
 SDS Requests: 1-855-429-2661
 Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1
 Acute toxicity (Inhalation) : Category 3
 Skin corrosion : Category 1
 Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
 H314 Causes severe skin burns and eye damage.
 H331 Toxic if inhaled.

Precautionary statements : **Prevention:**
 P234 Keep only in original container.
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
 P264 Wash skin thoroughly after handling.
 P271 Use only outdoors or in a well-ventilated area.
 P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
 P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
 P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately



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all contaminated clothing. Rinse skin with water/shower.
 P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.
 P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.
 P363 Wash contaminated clothing before reuse.
 P390 Absorb spillage to prevent material damage.
Storage:
 P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
 P405 Store locked up.
 P406 Store in corrosive resistant container with a resistant inner liner.
Disposal:
 P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous components

CAS-No.	Chemical name	Weight Percent
1310-73-2	Sodium hydroxide	10 - 20
7782-50-5	Chlorine	10 - 20

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

- General advice** : Move out of dangerous area.
 Consult a physician.
 Show this safety data sheet to the doctor in attendance.
 Symptoms of poisoning may appear several hours later.
 Do not leave the victim unattended.
- If inhaled** : Call a physician or poison control centre immediately.
 If unconscious, place in recovery position and seek medical advice.
- In case of skin contact** : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
 If on skin, rinse well with water.
 If on clothes, remove clothes.
- In case of eye contact** : Small amounts splashed into eyes can cause irreversible tis-

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sue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear.
Do NOT induce vomiting.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during fire-fighting : Do not allow run-off from fire fighting to enter drains or water courses.

Hazardous combustion products : hydrogen chloride
Chlorine compounds

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Ensure adequate ventilation.
Evacuate personnel to safe areas.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.



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SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Avoid formation of aerosol.
Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Provide sufficient air exchange and/or exhaust in work rooms.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Prevent unauthorized access.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
7782-50-5	Chlorine	TWA	0.5 ppm	ACGIH
		STEL	1 ppm	ACGIH
		C	0.5 ppm 1.45 mg/m3	NIOSH REL
		C	1 ppm 3 mg/m3	OSHA Z-1
		STEL	1 ppm 3 mg/m3	OSHA P0
		TWA	0.5 ppm 1.5 mg/m3	OSHA P0

Personal protective equipment

- Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and

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use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

In the case of vapour formation use a respirator with an approved filter.

Hand protection

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : Avoid contact with skin, eyes and clothing.
When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and immediately after handling the product.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Colour : clear
yellow
green

Odour : Chlorine

Odour Threshold : No data available

pH : 11.5 - 13

Freezing Point (Melting point/freezing point) : -20 --15 °C (-4 - 5 °F)

Boiling Point : No data available

Flash point : Not Flammable

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Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.17 @ 20 °C (68 °F) Reference substance: (water = 1)
Density	: No data available
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Incompatible materials	: acetylenes Acids Alcohols Amines Ammonia Combustible material Halogenated compounds Hydrocarbons Hydrogen fluoride inorganic materials Iron Metals Organic materials

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organic nitro compounds
Polypropylene
Powdered metals
Reducing agents
Zinc
Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute inhalation toxicity : Acute toxicity estimate: 3.86 mg/l
Exposure time: 4 h
Test atmosphere: vapour

Components:

7782-50-5:

Acute inhalation toxicity : LC50 (Rat, male and female): 834 mg/m3
Exposure time: 1 h
Assessment: The component/mixture is highly toxic after short term inhalation.

Skin corrosion/irritation

Product:

Remarks: Extremely corrosive and destructive to tissue.

Components:

1310-73-2:

Species: Rabbit
Result: Causes severe burns.

7782-50-5:

Species: Rabbit
Result: Irritating to skin.

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

1310-73-2:

Species: Rabbit
Result: Risk of serious damage to eyes.

7782-50-5:



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Species: Rabbit
 Result: Irritating to eyes.
 Exposure time: 72 h

Germ cell mutagenicity

Components:

7782-50-5:

Genotoxicity in vitro

: Test Type: Chromosome aberration test in vitro

Species: Chinese hamster lung cells

Metabolic activation: with and without metabolic activation

Result: positive with metabolic activation

Test substance: Information given is based on data obtained from similar substances.

Carcinogenicity

Components:

7782-50-5:

Species: Rat, (male and female)

Application Route: Inhalation

Exposure time: 2 yr

Dose: 0, 0.4, 1.0, 2.5 ppm

Frequency of Treatment: 6 h/d, 5 d/wk

Result: did not display carcinogenic properties

IARC

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

STOT - single exposure

Components:

7782-50-5:

Target Organs: Respiratory system

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information

Product:

Remarks: No data available



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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

7782-50-5:

Toxicity to fish : LC50 (Oncorhynchus kisutch (coho salmon)): 0.032 mg/l
Exposure time: 96 h
Test substance: chlorinated estuarine water

Toxicity to daphnia and other aquatic invertebrates : 141 µg/l
Test Type: Immobilization
Test substance: sodium hypochlorite

Toxicity to algae : LC50: 0.4 mg/l
Exposure time: 24 h
Test substance: sodium hypochlorite
Remarks: No toxicity at the limit of solubility

Acute aquatic toxicity- Assessment : Very toxic to aquatic life.

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Very toxic to aquatic life with long lasting effects.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and

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federal regulations.

For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

The product should not be allowed to enter drains, water courses or the soil.

Do not contaminate ponds, waterways or ditches with chemical or used container.

Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1791, Hypochlorite solutions, 8, III

IATA (International Air Transport Association):

UN1791, Hypochlorite solution, 8, III

IMDG (International Maritime Dangerous Goods):

UN1791, HYPOCHLORITE SOLUTION, 8, III

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Chlorine	7782-50-5	10	77
Sodium hydroxide	1310-73-2	1000	6548

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Chlorine	7782-50-5	10	77

SARA 311/312 Hazards

: Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302

:
7782-50-5 Chlorine

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SARA 313

: The following components are subject to reporting levels established by SARA Title III, Section 313:

7782-50-5 Chlorine

Clean Air Act

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

7782-50-5 Chlorine

The following chemical(s) are listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F):

7782-50-5 Chlorine

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. Clean Water Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

The following Hazardous Chemicals are listed under the U.S. Clean Water Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

14464-46-1 Cristobalite (SiO₂)

14808-60-7 Quartz (SiO₂)

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

California Prop 65

⚠ WARNING: This product can expose you to chemicals including Quartz (SiO₂), which is/are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

AICS : Not in compliance with the inventory

NZIoC : Not in compliance with the inventory

ENCS : Not in compliance with the inventory

KECI : Not in compliance with the inventory

PICCS : Not in compliance with the inventory



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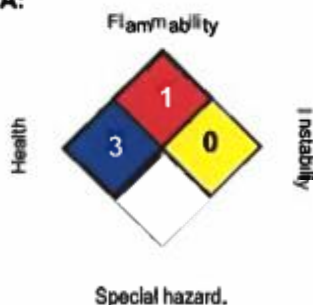
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IECSC : Not in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	1
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight
 2 = Moderate, 3 = High
 4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 03/23/2021

Legacy SDS: : R0004191

Material number:

16164756, 16164762, 16164766, 16173035, 16172686, 16173104, 16164347, 16164592, 16164731, 16164730, 16164686, 16164337, 16172598, 16147922, 16146040, 16151002, 16149524, 16158615, 16145640, 16148059, 16144666, 16147989, 16163791, 16160423, 16160441, 16158853, 16151253, 16149870, 16148071, 16148060, 16147684, 16147117, 16146776, 16146856, 16146855, 16146854, 16145965, 16145895, 16145890, 16145584, 16145260, 16145144, 16145142, 16145140, 16145138, 16145137, 16145133, 16145130, 16145079, 16163854, 16159810, 16150495, 16149123, 16147041, 16145471, 16144665, 16145772, 16145833, 16148433, 16148183, 16148162, 16145145, 16145046, 16143737, 16135287, 16163624, 16161401, 16148721, 16155765, 16158840, 16145484, 16166710, 16148748, 16148260, 16166763, 16166591, 16145834, 16166014, 16159793, 16162934, 16165524, 16165444, 16165066, 16137963, 16137823, 16137455, 16137753, 16147687, 16144215, 16149245, 16150496, 16149504, 16145673, 16149243, 16136536, 16153596, 16156860, 16160599, 16160181, 16160290



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Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/29/2020

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Co.</td> <td>20702</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: ACE American Insurance Company	22667	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D: ACE Fire Underwriters Insurance Co.	20702	INSURER E:		INSURER F:	
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INSURER D: ACE Fire Underwriters Insurance Co.	20702														
INSURER E:															
INSURER F:															
INSURED Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570081940874 **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES (R: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG71451732 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25306582 Commercial Auto	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566007 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC67459180 AOS WLRC67459222 MA	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Site Liab			PPLG71507944001 Claims Made Form SIR applies per policy terms & conditions	03/31/2019	06/01/2022	Aggregate \$16,000,000 Ea Condition \$10,000,000 SIR \$1,000,000

Certificate No : 570081940874

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

Evidence of insurance.

CERTIFICATE HOLDER Univar Solutions, Inc. 3075 Highland Parkway, Suite 200 Downers Grove IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> </div>
---	---

AGENCY CUSTOMER ID: 570000014538

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570081940874			
CARRIER See Certificate Number: 570081940874	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				MMT H25306624 Truckers Liability	06/01/2020	06/01/2021	Combined Single Limit	\$5,000,000
	WORKERS COMPENSATION							
D		N/A		SCFC6745926A WI	06/01/2020	06/01/2021		
B		N/A		WCUC67459301 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2020	06/01/2021		
	OTHER							
	<input checked="" type="checkbox"/> Claims made							

ACORD 101 (2008/01)

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Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid

State of ~~California~~ Washington)
) ss.
 County of King)

Jennifer Perras, being first duly sworn, deposes and says that he or she is the
 (Bidder's Authorized Representative)

Municipal Specialist of Univar Solutions USA Inc. the party making the
 (Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.


 Signature of: President, Secretary,
 Manager, Owner, or Representative

Subscribed and sworn to before me this, 31st day of March, 2021


 Signature of Notary Public In and For


The County of King
 State of Washington

All Signatures Must Be Witnessed By Notary



**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 13-2021
SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%**

I hereby agree to furnish SODIUM HYPOCHLORITE 12.5% identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Univar Solutions USA Inc.
 Address: 8201 S 212th St.
 City, State, ZIP: Kent, WA 98032
 Phone: 253-872-5040
 Email: jennifer.perras@univarsolutions.com/muniteam-west@univarsolutions.com
 Authorized Representative: Jennifer M. Perras
 Signature: 
 Date: 4/13/2021

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 4 THROUGH 4.

SPECIFIC DEVIATIONS:

- ☒ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Any order less the 2,000 gal will be charged a \$345.00 LTL fee per delivery.

Univar offers night time deliveries at no additional charge

STANDARD AGREEMENT, PAGE 2 OF 2**BIDDER INFORMATION**

1. Legal Name of Bidder:

Univar Solutions USA Inc.

2. Bidder's Street Address:

Muni-8201 S 212th St., Kent, WA 98032 Branch-2461 Crocker Circle, Fairfield, CA 94533

3. Mailing Address:

Muni-8201 S 212th St., Kent, WA 98032 Invoices-62190 Collections Center Drive, Chicago, IL 60693-0621

4. Business Telephone:

800-777-9587

Fax Number:

408-435-1735

5. Type of Supplier:

☐ Sole Proprietor☐ Partnership☒ Corporation☐ LLCIf Corporation, indicate State where incorporated: Illinois

6. Business License Number issued by the City where the Supplier's principal place of business is located.

Number: 1847595Issuing City: San Jose, CA

7. Supplier Federal Tax Identification Number:
- 91-1347935

8. Emergency Contact:

Name: Brian WillsPhone Number: 650-670-7267

9. Order Contact:

Name: Customer ServiceAddress: Phoenix, AZPhone Number: 602-484-4560 Fax Number: 408-435-1735Email: custSOL-BCDMB-WR@univarsolutions.com

10. References:

Company/Agency NameContact NamePhone Number1) see attached 2 pages

2) _____

3) _____

11. Chemical Manufacturer's name and address (if different from Bidder):

K2-950 Loveridge Rd., Pittsburg, CA 94565Univar-12522 Los Nietos Rd., Santa Fe Springs, CA 90670

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



References

1. County & County of San Francisco
1 Dr. Carlton B Goodlett Place
San Francisco, CA 94102

Contact: Carolyn Sladnick, Senior Purchaser
Phone: 415-554-3266; Fax: 415-487-7737

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 6 years.

2. City of Pflugerville
PO Box 589
Pflugerville, TX 78691

Contact: Wiley Webb, Superintendent
Phone: 512-990-6400

Supply and Delivery of Bulk Sodium Hypochlorite servicing for the past 2 years.

3. East Bay Mud
PO Box
Oakland, CA 946231

Contact: Kelley Smith, Purchasing Supervisor
Phone: 510-287-0355

Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda servicing for the past 6 years.

4. City of Riverside
WTP
San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist
Phone 951-826-5562

Supply and Delivery of Sodium Hypochlorite servicing for the past 2 years.

[addressee]
[date]
[page #]

5. **BACC-Bay Area Chemical Consortium**
Over 100 locations within Northern California

Contact: Gemma Lathi-Administrative Analyst

Phone: 925-875-2398

Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 6 years.

6. **City of Los Angeles**
Los Angeles, CA

Contact: Katherin Quinn-Procurement Supervisor

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite for the past 4 years

7. **County Sanitation Districts of Los Angeles County**
PO Box 7998
Whittier, CA 90607-4998

Contact: Martha Mendez

Phone: (562) 908-4288 ext. 1423

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50%, have been servicing for 4 years

Over the past 6 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements were met to each customer.

Our customer service department takes care of all orders, they communicate with operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract with Univar is serviced first if there is a shortage in the market place.



May 5, 2021

Univar Solutions USA Inc.

Attn: Jennifer Perras

8201 S 212th St.

Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-

2021 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, Marin Sonoma Napa, North Bay, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc.

for Bid No. 13-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", is written over the printed name.

Jennifer Dymment

Assistant Executive Director

BACWA.org

as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies**Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5%****Issued on 03/18/2021****Bid Due on April 15, 2021 4:00 PM (PDT)****Addendum Issued: NONE****REGIONAL AWARD**

REGIONAL AWARD		Univar Solutions USA Inc.	Olin Corporation
Item #		LOWEST RESPONSIVE BIDDER FOR: CENTRAL VALLEY, MARIN, SONOMA NAPA, NORTH BAY, SOUTH BAY, TRI VALLEY (5 OUT OF 8 REGIONS)	LOWEST RESPONSIVE BIDDER FOR: EAST BAY, PENINSULA, AND SACRAMENTO (3 OUT OF 8 REGIONS)
12	Additional charges for "short load" deliveries shown as a standard deviation on bid form	YES	YES
3	Received via bid platform by bid deadline above	\$345 I/TI FOR ORDERS LESS THAN 2K GALS	YES
5	Bids submitted on forms provided	YES	YES
6	Product Specification Deviations: If any, proposed specification must be attached	YES	YES
7	Must include a base unit price for each geographic area	NO	NO
7	Fully Executed Standard Agreement	YES	YES & \$600 FREIGHT ADDER FOR LESS THAN 2K GALS; <600 GALS MAY NOT BE PHYSICALLY SERVICEABLE; REMOVE "INSOLUBLE MATTER" FROM COA
7	Fully Executed Non-Collusion Affidavit	YES	YES
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	YES	YES
	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	YES	YES
	Name /Address of chemical manufacturer	YES (UNIVAR)	YES (OLIN)
	Product Bulletin and Typical Properties	YES	YES
10	Safety Data Sheet (SDS)	YES	YES
11	Addendum/Addenda Acknowledgement	N/A	N/A
13	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	NO	NO
15	Specific Deviations Noted	YES, see #4	YES - SEE ATTACHED
16			

Bay Area Clean Water Agencies

Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5%

Issued on 03/18/2021

Bid Due on April 15, 2021 4:00 PM (PDT)

Exported on 04/15/2021

Section	SODIUM HYPOCHLORITE 12.5%								SODIUM HYPOCHLORITE 12.5% 275-gal totes (Optional bid item)	SODIUM HYPOCHLORITE 12.5% Drums (Optional bid item)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
Description Unit of Measure	Central Valley gal	East Bay gal	Marin Sonoma Napa gal	North Bay gal	Peninsula gal	Sacramento gal	South Bay gal	Tri Valley gal	North Bay gal	Marin Sonoma Napa gal	Sacramento gal
Univar Solutions USA Inc.	\$0.71240	\$0.71550	\$0.76910		\$0.74600		\$0.73770	\$0.70	no bid	no bid	no bid
Olin Corporation			0.73660		85880		150	\$0.70	no bid	no bid	
	\$0.78900	\$0.70400	\$0.77900		\$0.73900		\$0.76900	\$0.70			\$0.66000
			0.73900		75400		400				

REGIONAL AWARD

	SODIUM HYPOCHLORITE 12.5%								12.5%In 275- gal totes (Optional bid item)	12.5%In Drums (Optional Bid Item)	5.25% (Optional Bid Item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	Marin Sonoma Napa	Sacramento
Estimated annual quantity (in gals)	1,549,000	1,989,000	1,035,000	2,194,000	1,620,500	1,082,400	1,400,000	1,125,000	2,200	1,700	85,000
Univar	\$1,103,507.60	\$1,423,129.50	\$796,018.50	\$1,616,100.40	\$1,208,893.00	\$929,565.12	\$1,032,780.00	\$789,187.50	#VALUE!	#VALUE!	#VALUE!
Olin Chlor	\$1,222,161.00	\$1,400,256.00	\$806,265.00	\$1,621,366.00	\$1,197,549.50	\$816,129.60	\$1,076,600.00	\$792,000.00	#VALUE!	#VALUE!	\$56,100.00

*Highlighted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids.



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO
DAVID CANEER, PRINCIPAL ENGINEER
MARIA ESTHER RODRIGUEZ, CITY ENGINEER

SUBJECT: KAMILAH DEYN TOWNHOMES, TRACT NUMBER 1592, PUBLIC
AND ON-SITE IMPROVEMENT AGREEMENT AND FINAL MAP

STATEMENT OF ISSUES:

Project involving 49 townhomes on a 2.65 acre site located at 221 Airport Boulevard (APN 015-371-01).

RECOMMENDED ACTION:

Staff recommends City Council adopt resolutions approving:

- 1) Public and On-Site Improvement Agreement, and
- 2) Final Map for the Kamilah Deyn Townhomes, Tract Number 1592.

DISCUSSION:

At its October 9, 2018 meeting by Resolution 162-18 (CM), the City Council approved the Time Extension of the Tentative Subdivision Map, approved July 5, 2016 by Resolution 130-16, and associated Special Use Permit with Design Review, approved July 5, 2016 by Resolution 131-16, subject to certain conditions set forth therein, for the 49 townhomes (48 new townhome units and relocate and rehabilitate the existing Roache School building into a residential unit) on a 2.65± acre site located at 221 Airport Boulevard (APN 015-371-01).

The Improvement Agreement provides for constructing the City Engineer-approved infrastructure improvements such as grading, drainage, and utilities within one year of agreement approval and provides financial guarantees to complete the work in the event of default.

STRATEGIC PLAN:

This project is consistent with Strategic Plan Goals 01-Housing and 03-Infrastructure & Environment

FINANCIAL IMPACT:

The project will pay utility connection fees and impact fees in the amount of \$1,252,594.33. Staff has collected fees for reviewing the Improvement Plans, processing the Improvement Agreement, and reviewing and processing the Final Map.

ALTERNATIVE ACTION:

Not approving the Improvement Agreement and or the Final Map is inconsistent with City Council's previous approval of the Tentative Map and would violate provisions of the State Map Act.

ATTACHMENTS AND/OR REFERENCES (If any):

None.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT WITH DEVELOPER BETWEEN THE CITY OF WATSONVILLE AND SHAWKI DEYN PROPERTIES, LLC., FOR THE KAMILAH DEYN TOWNHOMES, TRACT NO. 1592, LOCATED AT 221 AIRPORT BOULEVARD (APN: 015-371-01), WATSONVILLE, CALIFORNIA, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

1. That the Public and On-Site Improvement Agreement with Developer between the City of Watsonville and Shawki Deyn Properties, LLC., for the Kamilah Deyn Townhomes, Tract 1592, located at 221 Airport Boulevard, (APN: 015-371-01), Watsonville, California, and the Fee Sheet, copies of which are attached hereto and incorporated herein by this reference, are fair and equitable subject to the conditions herein

2. Except as provided herein, the Agreement and Fee Sheet are hereby ratified and approved.

3. The City Attorney is directed to review the Agreement and Fee Sheet to verify the Agreement is properly executed and dated by an authorized Shawki Deyn Properties, LLC representative before releasing the Agreement and Fee Sheet to the City Manager for execution.

4. Upon approval by the City Attorney, the City Manager is hereby authorized and directed to execute the Agreement and Fee Sheet for and on behalf of the City of Watsonville.

**CITY OF WATSONVILLE
PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT
WITH DEVELOPER**

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the **CITY OF WATSONVILLE**, a municipal corporation, herein called "**City**," and **SHAWKI DEYN PROPERTIES, LLC** herein called "**Developer**."

RECITALS

WHEREAS, Developer has filed Improvement Plans and a Final Map with the City for the **Kamilah Deyn Townhomes, Tract No. 1592**, herein called "**PROJECT**," which plans are designated **221 Airport Blvd., A 48 Unit Townhome Project With Relocated Historic Building, APN 015-371-01, and related plans** prepared by **Taluban Engineering, Inc.**, last revised November 18, 2020, **Roper Engineering**, revised December 1, 2020, **and other design professionals**, and request are made that the same be approved by the City Council or City; and

WHEREAS, Developer has offered for dedication to City those certain easements as delineated in the "Final Subdivision Map;" and

WHEREAS, the City Council of the City of Watsonville, on October 9, 2018 by Resolution 162-18 (CM), approved the Time Extension of the Tentative Subdivision Map, approved July 5, 2016 by Resolution 130-16, and associated Special Use Permit with Design Review, approved July 5, 2016 by Resolution 131-16, subject to certain conditions set forth therein, which Developer agrees to perform and to improve such streets and easements and make and install certain other public and on-site improvements in and near the Project; and

WHEREAS, certain work and improvements required by Title 13 of the Watsonville Municipal Code have not been completed, to wit: work and improvements required as conditions for approval of this Project, including, but not limited to, site grading, signage, driveway accesses, drainage, sedimentation control, including the prevention of erosion or damage to off-site property, street construction, sidewalks, curbs, gutters, storm drain, sanitary sewer and water systems, dry utilities, landscaping, irrigation, lighting and, all to be built or completed in accordance with Improvement Plans on file with, and approved by the City Engineer; and

WHEREAS, the approval of the Improvement Plans and Final Map are conditioned upon the execution by Developer of this Agreement; and

WHEREAS, Developer hereby proposes to enter into this agreement with City, by the terms of which agreement Developer agrees to have the work and improvements set forth per the Improvement Plans and Final Subdivision Map described above completed on or before ONE year from the date of execution of this Agreement, and City agrees to approve the Improvement Plans and Final Map prior to the completion and acceptance of said improvements. Developer may apply to the City Engineer for an extension for reasonable cause.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS. Developer shall do all necessary work and construct the improvements described in the Improvement Plans, and complete such work and improvements in accordance with the provisions of the conditions of the Tentative Subdivision Map [Resolution No. 130-16 (CM)] and the Special Conditional Use Permit with Design Review [Resolution No. 131-16 (CM)]. All the improvements shall be completed on or before one year from the date of the execution of this Agreement, unless a written extension has been granted by the City.

2. PERFORMANCE OF WORK: PLANS AND SPECIFICATIONS. Developer shall construct, install and furnish at Developer's expense, in a good workmanlike manner, all improvements as set forth in the Improvement Plans according to City improvement standards, to fulfill all requirements of Title 13 of the Watsonville Municipal Code, and all requirements of the soils engineer. All improvements must be completed within one year from the date of agreement. Developer shall do all work and furnish all materials necessary to complete the required public and on-site improvements in strict accordance with approved street Improvement Plans and specifications on file as required by City improvements standards and with any changes required or ordered by the City which are necessary or required to complete the work. All work and improvements shall be completed under the direction of and subject to the satisfaction of the City Engineer.

3. EROSION CONTROL. Developer will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion, City may do the work on an emergency basis and back-charge the Developer for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover City's expenses.

4. PAYMENT OF DEVELOPMENT FEES AND CHARGES. Bonds, deposits or other financial guarantees listed in Numbers five through eight of this Agreement are required and must be deposited with the City fourteen (14) days prior to the City Council meeting at which this agreement will be heard.

5. FAITHFUL PERFORMANCE AND LABOR AND MATERIALS SECURITIES.

(A) **FAITHFUL PERFORMANCE GUARANTEE.** Developer shall submit with this Agreement a Faithful Performance Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE MILLION FIVE HUNDRED FORTY NINE THOUSAND DOLLARS (\$1,549,000) which is 100% of the total estimated cost of the improvements both public and private calculated as follows:

Improvement Cost -	\$1,549,000
--------------------	-------------

Bond Amount - 100%	\$1,549,000
--------------------	-------------

-AND-

(B) **LABOR AND MATERIALS (PAYMENT) GUARANTEE.** A Labor and Materials (Payment) Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000) which is 100% of the total estimated cost of the public improvements calculated as follows:

Improvement Cost - \$265,000

Bond Amount - 100% \$265,000

Performance and labor and materials bonds shall be released upon acceptance of public improvements by City Council.

6. DEFECTIVE MATERIALS AND WORKMANSHIP (WARRANTY) BOND.

Developer shall submit with this Agreement a bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$155,000), which is ten percent (10%) of the contract amount to secure the improvements for a period of one (1) year following completion and acceptance by the City Council against any defective work or labor done, or materials furnished.

Improvement Cost - \$1,549,000

Fund Amount - 10% \$155,000

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that within a period of one (1) year after final acceptance of the work performed under this Agreement any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement fails to fulfill any of the requirements of the specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The city is hereby authorized to make such repairs if within ten (10) days after the mailing of notice in writing to Developer or its agent, Developer shall neglect to make or undertake with due diligence the aforesaid repairs, replacements or reconstruction; provided, however, that in case of an emergency where in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to Developer and Developer shall pay the costs thereof.

7. **CLEAN UP DEPOSIT (FUND TO CLEAR PUBLIC STREETS).** Developer shall deposit in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000) to the City, which is one percent (1%) of the contract amount to secure clean up work. No other form of security will be accepted for this deposit.

Improvement Cost -	\$1,549,000
--------------------	-------------

Deposit amount - 1%	\$16,000
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NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that it shall be the duty of the Developer, or its contractors and agents, to maintain all public streets in and about the Project free and clear of all debris, dirt, mud or other construction material during the course of construction. The existence of any such debris, dirt, mud or other construction material is hereby declared and acknowledged to be a public nuisance. The city is hereby authorized to use such cash sums if within three (3) days after the mailing of notice in writing to Developer or its contractors or agents the Developer or its contractors or agents fail and refuses to clear or remove such debris, dirt or other construction material from the public streets as directed by the City Engineer; provided, however, that in case of an emergency where in the opinion of City delay may cause serious injury to the public interest, City may clear and remove such material without notice to Developer. The remaining deposit as herein provided shall be refunded to Developer upon acceptance of the improvements by the City Council.

8. **HOLD HARMLESS.** Developer shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability or damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer or Developer's contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations are by Developer or by any of Developer's contractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(A) That City does not and shall not waive any rights against Developer which it may have by reason of the hold harmless agreement, because of the acceptance by City or the deposit with City by Developer, or any of the insurance policies described herein.

(B) That the hold harmless agreement by Developer shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in Number 9 of this Agreement, regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damage.

9. **INSURANCE.** Prior to issuance of an On/Offsite Permit for the work described within this Improvement Agreement, Developer and any contractor doing work shall provide Certificates of Insurance and Endorsements as satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any policy during the effective period of this Agreement, and any extension thereto. All insurance certificates are to be originals, showing policy numbers, expiration dates, and local underwriters' name and address. No binders, riders, or carbon copies will be accepted.

REDUCED, CANCELED, OR EXPIRED INSURANCE. Policies reduced, canceled or expired without written approval of City shall be immediately reinstated in the amounts required, by this Agreement as of the date of reduction or cancellation. Failure to comply with this requirement may result in the termination by the City of all work on the Project. All policies shall remain in force for sixty (60) days after the City accepts the project as complete. Developer and any contractor shall not perform work under this Agreement unless they have provided all insurance required under this paragraph in satisfactory form, nor shall they allow any contractor or subcontractors unless all insurance required of the contractor or subcontractor to perform work on contracts is in full force and effect.

INSURANCE REQUIREMENTS.

(A) **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE.** Developer and any contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance, by an insurer acceptable to the City, that shall name and insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations are by Developer or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(A.1.) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred

Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for claims which may arise from the operations of the Developer in the performance of the work hereunder provided, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. This insurance must include coverage for contractual liability assumed by the Developer pursuant to Section 9 of this Agreement. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(A.2.) AUTOMOBILE LIABILITY INSURANCE. For all vehicles used in the performance of this agreement, Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence which may arise from the operations of the Developer in performing the work provided for herein, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(B) WORKER'S COMPENSATION INSURANCE. Developer and any contractor shall maintain Worker's Compensation Insurance during the life of this Agreement, with an insurance company licensed to provide such insurance in California for all employees employed by either at the site of improvement, and in case any work is sublet, they shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation Law, Developer and any contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer and any contractor hereby indemnifies City for any damages resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

10. BOND REQUIREMENTS. Developer shall submit bonds with this Agreement as satisfactory evidence of the bonds required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any bond during the effective period of this agreement, and any extension thereto. All bonds are to be

originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted. Standard forms adopted by City shall be used by surety.

11. WORK HOURS. Working hours will only be between 7:00 a.m. and 7:00 p.m. Monday through Friday. The Developer shall submit a written request to the City Engineer, in advance, for authorization to work on weekends and/or holidays. The cost of the inspector's overtime salary plus twenty (20) percent shall be paid for by the Developer, prior to acceptance of the Project.

12. DUST CONTROL. Contractor shall control the dust resulting from the construction of this Project regardless of whether it is the result of contractor's operation or caused by public traffic only.

13. VIDEO INSPECTION OF SEWERS AND STORM DRAINS. Upon completion of sewers, storm drains and written notification by the City Engineer, the Developer shall deliver to the City a video recording of all the sanitary sewer mains and storm drains to the City's satisfaction and provide a DVD disk to the City. This cost shall be borne by Developer.

14. AS-BUILT PLANS. The applicant's contractor shall maintain one set of full size, approved plans and mark thereon any deviations from plan dimensions, elevations or orientations. Marked plans shall be updated weekly and shall be available to the City for review when requested. Revisions to the plans shall be done in black ink. They shall be clouded and a delta or a note placed next to the clouding that indicates that the change was done as the plans were being "as-built." As-built plans shall be maintained for all approved improvement plans, including but not limited to, grading, retaining wall, drainage, utility, roadway, landscape and irrigation plans.

Any differences in elevations of gravity pipe inverts at manholes, inlets, drainage swales and detention facilities from the elevations shown on the plans shall be recorded on the as-built plans.

Upon completion of the landscape and irrigation improvements that shall be owned and maintained by the City, the applicant's landscape and irrigation contractors shall meet with City staff to develop accurate as-built plans.

Prior to final acceptance of the project by the City, the applicant shall provide the City with a copy of the marked plans for review. After the City has approved the marked plans, the

applicant shall submit a reproducible copy to the City. The plans shall be on vellum or mylar and each sheet shall be identified by an "as-built" or "record drawing" stamp.

14.1 COMPLIANCE WITH LAWS AND REGULATIONS. Developer shall obey all laws in performing its obligations under this Agreement.

(A) In the design and construction of all improvements set forth in the Improvement plans, the Developer shall comply fully with all applicable disabled-accessibility laws, regulations, and guidelines under local, state, and federal law, including but not limited to, regulations and guidelines promulgated under the Americans with Disabilities Act ("ADA"), Federal Fair Housing Act and California Building Standards Disability Access Guidelines (Title 24 of the California Code of Regulations). Where an apparent conflict exists between applicable regulations, guidelines, and/or portions of this Agreement, the more restrictive requirement shall control so as to provide better access.

(B) Developer shall defend, indemnify and hold the City of Watsonville harmless for all claims, damages, or injuries asserted against the City of Watsonville, its elected officials, employees, and agents related to any assertions related to whether this project fails to comply with any such law.

15. LOCATION OF STORAGE AND CONSTRUCTION YARD. Developer shall locate any construction yard for the storage of equipment, vehicles, supplies, and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for the Project or the construction of buildings therein, in such manner so as to cause a minimum of inconvenience to persons living in the area immediately adjacent to the Project, and to obtain the approval of the City Engineer to the proposed location of the yard. Immediately upon completion of the final building to be constructed in the Project, or unit thereof to which this Agreement refers, Developer shall cease using the construction yard and shall remove therefrom all supplies, materials, equipment or vehicles being stored or kept thereon; Developer further shall not use the construction yard for construction of buildings in any other project or unit of a project to which this Agreement refers. The city may extend the time within which supplies, materials, equipment or vehicles may be stored or kept therein if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer, stating fully the grounds and facts relied upon for such extension. No storage of materials shall be permitted on any public right of way.

16. INCORPORATION OF USE PERMIT AND TENTATIVE MAP PERMIT CONDITIONS. Pursuant to the provisions of Resolution No. 131-16 [CM] approving the Special Conditional Use Permit with Design Review, and Resolution No. 130-16 [CM]

approving the Tentative Map, the Developer affirms that the conditions and restrictions set forth in said resolutions shall be applicable to this Agreement and by such reference the conditions and restrictions are incorporated herein, and shall be placed on the plans submitted for all building permit applications.

17. PERFORMANCE BY CITY. It is understood that should Developer fail to construct any or all of the improvements as herein provided, the City may construct or cause to construct such improvements not completed under this Agreement. The City may draw against any of the securities mentioned herein for payment of any labor and/or materials expended to fulfill this Agreement.

18. PERMITS; COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

(A) After City Council approval of this Improvement Agreement and prior to starting construction, Developer's contractor shall obtain an On/Offsite Permit for the proposed improvements. Contractor shall provide an insurance certificate meeting the requirements of the insurance coverages described in this Agreement.

19. PRECONSTRUCTION MEETING. Prior to starting construction of the improvements described in this Agreement, Developer shall hold a preconstruction meeting at the Community Development Department. Developer shall schedule the meeting. Participants shall include the Developer, the Owner, the General Contractor, the Project Engineer, the Soils Engineer and representatives of any Testing Agencies involved with the project.

20. INSPECTION BY CITY. Developer shall at all times maintain proper facilities and provide safe access for inspection by City, to all parts of the work and to shops wherein the work is in preparation. All improvements are subject to inspection by City, and provisions shall be made therefore for a period of twelve (12) months after acceptance by City.

21. OCCUPANCY. Developer shall complete the required Public and On-Site Improvements in accordance with approved Improvements Plans, specifications and change orders in the Public Works and Utilities Department and the Community Development Department. No building shall be occupied prior to completion and acceptance of these improvements by the City Engineer.

22. TITLE TO IMPROVEMENTS. Title to and ownership of certain improvements constructed hereunder by Developer shall vest absolutely in City, upon completion and acceptance of such improvements by City.

23. DEVELOPER NOT AGENT OF CITY. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligation under this Agreement.

24. NOTICE OF BREACH AND DEFAULT. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of the work within such time, or if the Developer should be adjudged as bankrupt, or Developer shall make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, Public Works and Utilities Director, City Engineer or the City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement of any portion thereof, and default of Developer.

25. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Developer's performance surety shall have the duty to take over and complete the work in the improvement herein specified; provided, however, that if the surety, within five (5) days of the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within (5) days after notice to City of such elections, City may take over the work and prosecute the same to completion, by contract or by any other method the City may deem necessary, for the account and at the expense of Developer and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby; and in such events City, without liability for so doing may take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Developer as may be on the site of the work necessary therefore.

26. BREACH OF AGREEMENT: LEGAL EXPENSES TO CITY. In the event a court action or arbitration is filed to enforce the terms of this Agreement, or to obtain relief by way of damages arising from default in the performance thereof, the prevailing party shall be awarded reasonable attorneys' fees and the cost of expert witnesses' as additional damages.

27. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assignees of each of the parties. Developer shall inform potential buyers of the obligations on successors and assignees created by this paragraph. Developer shall

provide copies of this executed Agreement to those potential buyers. Developer is advised that the sale of all or part of the lands of the underlying Project does not automatically transfer from the Developer of the land the security obligations of this Agreement. Those security obligations attach to Developer until all obligations of Developer under this Agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the City.

28. FILING OF THE FINAL MAP. Upon City Council approval of the Final Map and this Agreement, bonds, insurances and securities, the City Clerk shall transmit the Final Map to the County of Santa Cruz for filing and recording in the office of the County Surveyor.

29. NOTICES. All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Clerk
City of Watsonville
275 Main Street, 4th floor
Watsonville, CA 95076

Notices required to be given to the Developer shall be addressed as follows:

Shawki Deyn Properties, LLC
c/o Raeid Farhat
734 East Lake Avenue #9
Watsonville, CA 95076

30. ATTACHMENTS HERETO. The following checked items are either attached hereto or made a part hereof by reference:

- X List of Development Fees and Charges (Attachment A)
 Engineer's Estimate (Attachment B)

Please note: Certificate of Insurance and Insurance Endorsements (Shall be provided per "Section 9. Insurance" of this Improvement Agreement.)

IN WITNESS WHEREOF, the parties have hereto executed this Public Improvement Agreement on the day and year first herein above written:

ATTEST:

CITY OF WATSONVILLE

A Municipal Corporation

City Clerk

City Manager

APPROVED AS TO FORM:

DEVELOPER

City Attorney



City of Watsonville – 275 Main Street, 4th Floor – Watsonville CA 95076
FEE SHEET – IMPROVEMENT AGREEMENT

Developer's name: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Project Location: 221 Airport Blvd. (APN 015-371-01) Watsonville CA 95076
Project Name: Kamilah Deyn Townhomes,
Tract No. 1592

Property Owner: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Phone #: (831) 728-0555
APN: 015-371-01
Type of Project: Townhouse subdivision
Number of Lots: 49

FEE SCHEDULE

The following estimated costs and fees for the above project are subject to plans reviewed or discussed. Estimated costs cannot be construed as binding on the City. Any change in plans will effect these costs and fees. Please verify estimated costs at the time you are ready for agreement acceptance. The City Revenue Account is in parenthesis.

A. Engineering Services (5203) =	\$ 37,633.00
B. Inspection (5206)	\$ 20,800.00
C. Permit Fees (5211)	\$ 713.00
D. Soil Testing	\$ -
E. Grading/Erosion Control	\$ -
F. Payback Agreements	-

Sub Total Fees (A-F) \$ 59,146.00

G. Impact Fees	\$ 928,072.45
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H. Water & Sewer Fees & Charges	\$ 265,375.88
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Sub Total (Fees G & H) \$1,193,448.33

TOTAL FEES \$1,252,594.33

Please make check payable to City of Watsonville.

CHECKLIST OF ITEMS REQUIRED

- ☒ Two signed copies of agreement
- ☐ Improvement plan originals
- ☒ Four sets of improvement plans
- ☒ Final Map original
- ☒ Final Map reduced to 8-1/2" x 11"
- ☐ Street grant deeds
- ☐ Easement deeds
- ☒ Faithful Performance bond
- ☒ Labor & Material bond
- ☒ Defective Materials & Workmanship (Warranty) bond
- ☐ Monument deposit
- ☒ Clean-up deposit
- ☒ Certificate of Insurance
- ☒ Insurance Endorsements

Note: All bonds and certificates to be originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted.

ALL CERTIFICATES OF INSURANCE TO HAVE A 30-DAY NOTICE OF CANCELLATION.

Prepared by: David Caneer
Dated: 6/2/21

Project Name: Kamilah Deyn Townhomes, Tract No.
1592

<u>Item</u>	<u>Amount Due</u>
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**A. Engineering Services
(Plan Check)**

	\$ 37,633.00
Improvement plan check =	\$ 34,720.00
Drainage Study review =	\$ 964.00
Geotechnical Peer review =	--
Structural Peer review =	\$ --
Addressing fee =	\$ 320.00
Final Map review=	\$ 445.00
Final Map recordation =	\$ 326.00
Subdivision Agreement Preparation =	\$ 538.00
Map Processing =	\$ 320.00

B. Inspection

Inspection fee (5206) =	\$ 20,800.00
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C. Encroachment Permit Fees \$ 713.00

D. Soils Testing \$ (1)

E. Grading/Erosion Control \$ (2)

F. Payback Agreements none

G. Impact Fees (3) \$ 928,072.45

Impervious surface =	\$ 40,309.20
Storm drain (5365) =	\$ 21,499.87
Underground in lieu fee (5284) =	\$ 22,432.17
City Wide Traffic Impact Fee (5360) =	\$ 96,480.00
Recreation & Parks Facilities Fee (5367) =	\$ 270,000.00
Public Facilities Impact Fee (5362) =	\$ 26,864.40
Fire Impact Fee (5361) =	\$ 48,000.00

Affordable Housing Impact Fee (5304) =	\$ 335,328.00
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Groundwater Impact Fee (5312) =	\$ 67,158.81
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**H. Water & Sewer Fees &
Charges (4)** \$ 265,375.88

Sewer Connection Fee (5364) =	\$ 93,590.21
Water Connection (5313)	\$ 121,864.91
Meter Fees (5266)	\$ 49,920.76
Total due	\$1,252,594.33
Previously paid	\$ 59,146.00
Balance due	\$1,193,448.33

(1) Soil testing paid by applicant per the Engineer
Special Inspection and Testing Agreement.

(2) Included with Engineering Services.

(3) Impact fees identified under "G" shall be paid at
or before occupancy, upon final inspection, or the
date a certificate of occupancy is issued, whichever
first occurs, as provided by subdivision (a) of
California Government Code 66007.

(4) Utility service fees identified under "H" shall be
paid at the time an application for utility service is
requested.

**CITY OF WATSONVILLE
PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT
WITH DEVELOPER**

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the **CITY OF WATSONVILLE**, a municipal corporation, herein called "**City**," and **SHAWKI DEYN PROPERTIES, LLC** herein called "**Developer**."

RECITALS

WHEREAS, Developer has filed Improvement Plans and a Final Map with the City for the **Kamilah Deyn Townhomes, Tract No. 1592**, herein called "**PROJECT**," which plans are designated **221 Airport Blvd., A 48 Unit Townhome Project With Relocated Historic Building, APN 015-371-01, and related plans** prepared by **Taluban Engineering, Inc.**, last revised November 18, 2020, **Roper Engineering**, revised December 1, 2020, and other design professionals, and request are made that the same be approved by the City Council or City; and

WHEREAS, Developer has offered for dedication to City those certain easements as delineated in the "Final Subdivision Map;" and

WHEREAS, the City Council of the City of Watsonville, on October 9, 2018 by Resolution 162-18 (CM), approved the Time Extension of the Tentative Subdivision Map, approved July 5, 2016 by Resolution 130-16, and associated Special Use Permit with Design Review, approved July 5, 2016 by Resolution 131-16, subject to certain conditions set forth therein, which Developer agrees to perform and to improve such streets and easements and make and install certain other public and on-site improvements in and near the Project; and

WHEREAS, certain work and improvements required by Title 13 of the Watsonville Municipal Code have not been completed, to wit: work and improvements required as conditions for approval of this Project, including, but not limited to, site grading, signage, signage, driveway accesses, drainage, sedimentation control, including the prevention of erosion or damage to off-site property, street construction, sidewalks, curbs, gutters, storm drain, sanitary sewer and water systems, dry utilities, landscaping, irrigation, lighting and, all to be built or completed in accordance with Improvement Plans on file with, and approved by the City Engineer; and

WHEREAS, the approval of the Improvement Plans and Final Map are conditioned upon the execution by Developer of this Agreement; and

WHEREAS, Developer hereby proposes to enter into this agreement with City, by the terms of which agreement Developer agrees to have the work and improvements set forth per the Improvement Plans and Final Subdivision Map described above completed on or before ONE year from the date of execution of this Agreement, and City agrees to approve the Improvement Plans and Final Map prior to the completion and acceptance of said improvements. Developer may apply to the City Engineer for an extension for reasonable cause.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS. Developer shall do all necessary work and construct the improvements described in the Improvement Plans, and complete such work and improvements in accordance with the provisions of the conditions of the Tentative Subdivision Map [Resolution No. 130-16 (CM)] and the Special Conditional Use Permit with Design Review [Resolution No. 131-16 (CM)]. All the improvements shall be completed on or before one year from the date of the execution of this Agreement, unless a written extension has been granted by the City.

2. PERFORMANCE OF WORK: PLANS AND SPECIFICATIONS. Developer shall construct, install and furnish at Developer's expense, in a good workmanlike manner, all improvements as set forth in the Improvement Plans according to City improvement standards, to fulfill all requirements of Title 13 of the Watsonville Municipal Code, and all requirements of the soils engineer. All improvements must be completed within one year from the date of agreement. Developer shall do all work and furnish all materials necessary to complete the required public and on-site improvements in strict accordance with approved street Improvement Plans and specifications on file as required by City improvements standards and with any changes required or ordered by the City which are necessary or required to complete the work. All work and improvements shall be completed under the direction of and subject to the satisfaction of the City Engineer.

3. EROSION CONTROL. Developer will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion, City may do the work on an emergency basis and back-charge the Developer for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover City's expenses.

4. PAYMENT OF DEVELOPMENT FEES AND CHARGES. Bonds, deposits or other financial guarantees listed in Numbers five through eight of this Agreement are required and must be deposited with the City fourteen (14) days prior to the City Council meeting at which this agreement will be heard.

5. FAITHFUL PERFORMANCE AND LABOR AND MATERIALS SECURITIES.

(A) **FAITHFUL PERFORMANCE GUARANTEE.** Developer shall submit with this Agreement a Faithful Performance Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE MILLION FIVE HUNDRED FORTY NINE THOUSAND DOLLARS (\$1,549,000) which is 100% of the total estimated cost of the improvements both public and private calculated as follows:

Improvement Cost -	\$1,549,000
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Bond Amount - 100%	\$1,549,000
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-AND-

(B) **LABOR AND MATERIALS (PAYMENT) GUARANTEE.** A Labor and Materials (Payment) Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000) which is 100% of the total estimated cost of the public improvements calculated as follows:

Improvement Cost - \$265,000

Bond Amount – 100% \$265,000

Performance and labor and materials bonds shall be released upon acceptance of public improvements by City Council.

6. DEFECTIVE MATERIALS AND WORKMANSHIP (WARRANTY) BOND.

Developer shall submit with this Agreement a bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$155,000), which is ten percent (10%) of the contract amount to secure the improvements for a period of one (1) year following completion and acceptance by the City Council against any defective work or labor done, or materials furnished.

Improvement Cost - \$1,549,000

Fund Amount - 10% \$155,000

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that within a period of one (1) year after final acceptance of the work performed under this Agreement any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement fails to fulfill any of the requirements of the specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The city is hereby authorized to make such repairs if within ten (10) days after the mailing of notice in writing to Developer or its agent, Developer shall neglect to make or undertake with due diligence the aforesaid repairs, replacements or reconstruction; provided, however, that in case of an emergency where in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to Developer and Developer shall pay the costs thereof.

7. **CLEAN UP DEPOSIT (FUND TO CLEAR PUBLIC STREETS).** Developer shall deposit in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000) to the City, which is one percent (1%) of the contract amount to secure clean up work. No other form of security will be accepted for this deposit.

Improvement Cost -	\$1,549,000
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Deposit amount - 1%	\$16,000
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NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that it shall be the duty of the Developer, or its contractors and agents, to maintain all public streets in and about the Project free and clear of all debris, dirt, mud or other construction material during the course of construction. The existence of any such debris, dirt, mud or other construction material is hereby declared and acknowledged to be a public nuisance. The city is hereby authorized to use such cash sums if within three (3) days after the mailing of notice in writing to Developer or its contractors or agents the Developer or its contractors or agents fail and refuses to clear or remove such debris, dirt or other construction material from the public streets as directed by the City Engineer; provided, however, that in case of an emergency where in the opinion of City delay may cause serious injury to the public interest, City may clear and remove such material without notice to Developer. The remaining deposit as herein provided shall be refunded to Developer upon acceptance of the improvements by the City Council.

8. **HOLD HARMLESS.** Developer shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability or damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer or Developer's contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations are by Developer or by any of Developer's contractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(A) That City does not and shall not waive any rights against Developer which it may have by reason of the hold harmless agreement, because of the acceptance by City or the deposit with City by Developer, or any of the insurance policies described herein.

(B) That the hold harmless agreement by Developer shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in Number 9 of this Agreement, regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damage.

9. **INSURANCE.** Prior to issuance of an On/Offsite Permit for the work described within this Improvement Agreement, Developer and any contractor doing work shall provide Certificates of Insurance and Endorsements as satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any policy during the effective period of this Agreement, and any extension thereto. All insurance certificates are to be originals, showing policy numbers, expiration dates, and local underwriters' name and address. No binders, riders, or carbon copies will be accepted.

REDUCED, CANCELED, OR EXPIRED INSURANCE. Policies reduced, canceled or expired without written approval of City shall be immediately reinstated in the amounts required, by this Agreement as of the date of reduction or cancellation. Failure to comply with this requirement may result in the termination by the City of all work on the Project. All policies shall remain in force for sixty (60) days after the City accepts the project as complete. Developer and any contractor shall not perform work under this Agreement unless they have provided all insurance required under this paragraph in satisfactory form, nor shall they allow any contractor or subcontractors unless all insurance required of the contractor or subcontractor to perform work on contracts is in full force and effect.

INSURANCE REQUIREMENTS.

(A) **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE.** Developer and any contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance, by an insurer acceptable to the City, that shall name and insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations are by Developer or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(A.1.) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred

Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for claims which may arise from the operations of the Developer in the performance of the work hereunder provided, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. This insurance must include coverage for contractual liability assumed by the Developer pursuant to Section 9 of this Agreement. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(A.2.) AUTOMOBILE LIABILITY INSURANCE. For all vehicles used in the performance of this agreement, Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence which may arise from the operations of the Developer in performing the work provided for herein, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(B) WORKER'S COMPENSATION INSURANCE. Developer and any contractor shall maintain Worker's Compensation Insurance during the life of this Agreement, with an insurance company licensed to provide such insurance in California for all employees employed by either at the site of improvement, and in case any work is sublet, they shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation Law, Developer and any contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer and any contractor hereby indemnifies City for any damages resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

10. BOND REQUIREMENTS. Developer shall submit bonds with this Agreement as satisfactory evidence of the bonds required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any bond during the effective period of this agreement, and any extension thereto. All bonds are to be

originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted. Standard forms adopted by City shall be used by surety.

11. WORK HOURS. Working hours will only be between 7:00 a.m. and 7:00 p.m. Monday through Friday. The Developer shall submit a written request to the City Engineer, in advance, for authorization to work on weekends and/or holidays. The cost of the inspector's overtime salary plus twenty (20) percent shall be paid for by the Developer, prior to acceptance of the Project.

12. DUST CONTROL. Contractor shall control the dust resulting from the construction of this Project regardless of whether it is the result of contractor's operation or caused by public traffic only.

13. VIDEO INSPECTION OF SEWERS AND STORM DRAINS. Upon completion of sewers, storm drains and written notification by the City Engineer, the Developer shall deliver to the City a video recording of all the sanitary sewer mains and storm drains to the City's satisfaction and provide a DVD disk to the City. This cost shall be borne by Developer.

14. AS-BUILT PLANS. The applicant's contractor shall maintain one set of full size, approved plans and mark thereon any deviations from plan dimensions, elevations or orientations. Marked plans shall be updated weekly and shall be available to the City for review when requested. Revisions to the plans shall be done in black ink. They shall be clouded and a delta or a note placed next to the clouding that indicates that the change was done as the plans were being "as-built." As-built plans shall be maintained for all approved improvement plans, including but not limited to, grading, retaining wall, drainage, utility, roadway, landscape and irrigation plans.

Any differences in elevations of gravity pipe inverts at manholes, inlets, drainage swales and detention facilities from the elevations shown on the plans shall be recorded on the as-built plans.

Upon completion of the landscape and irrigation improvements that shall be owned and maintained by the City, the applicant's landscape and irrigation contractors shall meet with City staff to develop accurate as-built plans.

Prior to final acceptance of the project by the City, the applicant shall provide the City with a copy of the marked plans for review. After the City has approved the marked plans, the

applicant shall submit a reproducible copy to the City. The plans shall be on vellum or mylar and each sheet shall be identified by an "as-built" or "record drawing" stamp.

14.1 COMPLIANCE WITH LAWS AND REGULATIONS. Developer shall obey all laws in performing its obligations under this Agreement.

(A) In the design and construction of all improvements set forth in the Improvement plans, the Developer shall comply fully with all applicable disabled-accessibility laws, regulations, and guidelines under local, state, and federal law, including but not limited to, regulations and guidelines promulgated under the Americans with Disabilities Act ("ADA"), Federal Fair Housing Act and California Building Standards Disability Access Guidelines (Title 24 of the California Code of Regulations). Where an apparent conflict exists between applicable regulations, guidelines, and/or portions of this Agreement, the more restrictive requirement shall control so as to provide better access.

(B) Developer shall defend, indemnify and hold the City of Watsonville harmless for all claims, damages, or injuries asserted against the City of Watsonville, its elected officials, employees, and agents related to any assertions related to whether this project fails to comply with any such law.

15. LOCATION OF STORAGE AND CONSTRUCTION YARD. Developer shall locate any construction yard for the storage of equipment, vehicles, supplies, and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for the Project or the construction of buildings therein, in such manner so as to cause a minimum of inconvenience to persons living in the area immediately adjacent to the Project, and to obtain the approval of the City Engineer to the proposed location of the yard. Immediately upon completion of the final building to be constructed in the Project, or unit thereof to which this Agreement refers, Developer shall cease using the construction yard and shall remove therefrom all supplies, materials, equipment or vehicles being stored or kept thereon; Developer further shall not use the construction yard for construction of buildings in any other project or unit of a project to which this Agreement refers. The city may extend the time within which supplies, materials, equipment or vehicles may be stored or kept therein if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer, stating fully the grounds and facts relied upon for such extension. No storage of materials shall be permitted on any public right of way.

16. INCORPORATION OF USE PERMIT AND TENTATIVE MAP PERMIT CONDITIONS. Pursuant to the provisions of Resolution No. 131-16 [CM] approving the Special Conditional Use Permit with Design Review, and Resolution No. 130-16 [CM]

approving the Tentative Map, the Developer affirms that the conditions and restrictions set forth in said resolutions shall be applicable to this Agreement and by such reference the conditions and restrictions are incorporated herein, and shall be placed on the plans submitted for all building permit applications.

17. PERFORMANCE BY CITY. It is understood that should Developer fail to construct any or all of the improvements as herein provided, the City may construct or cause to construct such improvements not completed under this Agreement. The City may draw against any of the securities mentioned herein for payment of any labor and/or materials expended to fulfill this Agreement.

18. PERMITS; COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

(A) After City Council approval of this Improvement Agreement and prior to starting construction, Developer's contractor shall obtain an On/Offsite Permit for the proposed improvements. Contractor shall provide an insurance certificate meeting the requirements of the insurance coverages described in this Agreement.

19. PRECONSTRUCTION MEETING. Prior to starting construction of the improvements described in this Agreement, Developer shall hold a preconstruction meeting at the Community Development Department. Developer shall schedule the meeting. Participants shall include the Developer, the Owner, the General Contractor, the Project Engineer, the Soils Engineer and representatives of any Testing Agencies involved with the project.

20. INSPECTION BY CITY. Developer shall at all times maintain proper facilities and provide safe access for inspection by City, to all parts of the work and to shops wherein the work is in preparation. All improvements are subject to inspection by City, and provisions shall be made therefore for a period of twelve (12) months after acceptance by City.

21. OCCUPANCY. Developer shall complete the required Public and On-Site Improvements in accordance with approved Improvements Plans, specifications and change orders in the Public Works and Utilities Department and the Community Development Department. No building shall be occupied prior to completion and acceptance of these improvements by the City Engineer.

22. TITLE TO IMPROVEMENTS. Title to and ownership of certain improvements constructed hereunder by Developer shall vest absolutely in City, upon completion and acceptance of such improvements by City.

23. DEVELOPER NOT AGENT OF CITY. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligation under this Agreement.

24. NOTICE OF BREACH AND DEFAULT. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of the work within such time, or if the Developer should be adjudged as bankrupt, or Developer shall make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, Public Works and Utilities Director, City Engineer or the City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement of any portion thereof, and default of Developer.

25. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Developer's performance surety shall have the duty to take over and complete the work in the improvement herein specified; provided, however, that if the surety, within five (5) days of the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within (5) days after notice to City of such elections, City may take over the work and prosecute the same to completion, by contract or by any other method the City may deem necessary, for the account and at the expense of Developer and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby; and in such events City, without liability for so doing may take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Developer as may be on the site of the work necessary therefore.

26. BREACH OF AGREEMENT: LEGAL EXPENSES TO CITY. In the event a court action or arbitration is filed to enforce the terms of this Agreement, or to obtain relief by way of damages arising from default in the performance thereof, the prevailing party shall be awarded reasonable attorneys' fees and the cost of expert witnesses' as additional damages.

27. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assignees of each of the parties. Developer shall inform potential buyers of the obligations on successors and assignees created by this paragraph. Developer shall

provide copies of this executed Agreement to those potential buyers. Developer is advised that the sale of all or part of the lands of the underlying Project does not automatically transfer from the Developer of the land the security obligations of this Agreement. Those security obligations attach to Developer until all obligations of Developer under this Agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the City.

28. FILING OF THE FINAL MAP. Upon City Council approval of the Final Map and this Agreement, bonds, insurances and securities, the City Clerk shall transmit the Final Map to the County of Santa Cruz for filing and recording in the office of the County Surveyor.

29. NOTICES. All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Clerk
City of Watsonville
275 Main Street, 4th floor
Watsonville, CA 95076

Notices required to be given to the Developer shall be addressed as follows:

Shawki Deyn Properties, LLC
c/o Raeid Farhat
734 East Lake Avenue #9
Watsonville, CA 95076

30. ATTACHMENTS HERETO. The following checked items are either attached hereto or made a part hereof by reference:

- X List of Development Fees and Charges (Attachment A)
 Engineer's Estimate (Attachment B)

Please note: Certificate of Insurance and Insurance Endorsements (Shall be provided per "Section 9. Insurance" of this Improvement Agreement.)

IN WITNESS WHEREOF, the parties have hereto executed this Public Improvement Agreement on the day and year first herein above written:

ATTEST:

CITY OF WATSONVILLE

A Municipal Corporation

City Clerk

City Manager

APPROVED AS TO FORM:

DEVELOPER

Shawki Deyn Properties LLC



By: Racid Farhat, Manager

Dated: June 3, 2021

City Attorney

City of Watsonville – 275 Main Street, 4th Floor – Watsonville CA 95076
FEE SHEET – IMPROVEMENT AGREEMENT

Developer's name: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Project Location: 221 Airport Blvd. (APN 015-371-01) Watsonville CA 95076
Project Name: Kamilah Deyn Townhomes,
Tract No. 1592

Property Owner: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Phone #: (831) 728-0555
APN: 015-371-01
Type of Project: Townhouse subdivision
Number of Lots: 49

FEE SCHEDULE

The following estimated costs and fees for the above project are subject to plans reviewed or discussed. Estimated costs cannot be construed as binding on the City. Any change in plans will effect these costs and fees. Please verify estimated costs at the time you are ready for agreement acceptance. The City Revenue Account is in parenthesis.

A. Engineering Services (5203) =	\$ 37,633.00
B. Inspection (5206)	\$ 20,800.00
C. Permit Fees (5211)	\$ 713.00
D. Soil Testing	\$ -
E. Grading/Erosion Control	\$ -
F. Payback Agreements	-

Sub Total Fees (A-F) \$ 59,146.00

G. Impact Fees	\$ 928,072.45
----------------	---------------

H. Water & Sewer Fees & Charges	\$ 265,375.88
---------------------------------	---------------

Sub Total (Fees G & H) \$1,193,448.33

TOTAL FEES \$1,252,594.33

Please make check payable to City of Watsonville.

CHECKLIST OF ITEMS REQUIRED

- ✓ Two signed copies of agreement
- Improvement plan originals
- ✓ Four sets of improvement plans
- ✓ Final Map original
- ✓ Final Map reduced to 8-1/2" x 11"
- Street grant deeds
- Easement deeds
- ✓ Faithful Performance bond
- ✓ Labor & Material bond
- ✓ Defective Materials & Workmanship (Warranty) bond
- Monument deposit
- ✓ Clean-up deposit
- ✓ Certificate of Insurance
- ✓ Insurance Endorsements

Note: All bonds and certificates to be originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted.

ALL CERTIFICATES OF INSURANCE TO HAVE A 30-DAY NOTICE OF CANCELLATION.

Prepared by: David Caneer
Dated: 6/2/21

Project Name: Kamilah Deyn Townhomes, Tract No.
1592

<u>Item</u>	<u>Amount Due</u>
-------------	-------------------

**A. Engineering Services
(Plan Check)**

	\$ 37,633.00
Improvement plan check =	\$ 34,720.00
Drainage Study review =	\$ 964.00
Geotechnical Peer review =	--
Structural Peer review =	\$ --
Addressing fee =	\$ 320.00
Final Map review=	\$ 445.00
Final Map recordation =	\$ 326.00
Subdivision Agreement Preparation =	\$ 538.00
Map Processing =	\$ 320.00

B. Inspection

Inspection fee (5206) =	\$ 20,800.00
-------------------------	--------------

C. Encroachment Permit Fees \$ 713.00

D. Soils Testing \$ (1)

E. Grading/Erosion Control \$ (2)

F. Payback Agreements none

G. Impact Fees (3) \$ 928,072.45

Impervious surface =	\$ 40,309.20
Storm drain (5365) =	\$ 21,499.87
Underground in lieu fee (5284) =	\$ 22,432.17
City Wide Traffic Impact Fee (5360) =	\$ 96,480.00
Recreation & Parks Facilities Fee (5367) =	\$ 270,000.00
Public Facilities Impact Fee (5362) =	\$ 26,864.40
Fire Impact Fee (5361) =	\$ 48,000.00

Affordable Housing Impact Fee (5304) =	\$ 335,328.00
---	---------------

Groundwater Impact Fee (5312) =	\$ 67,158.81
------------------------------------	--------------

**H. Water & Sewer Fees &
Charges (4)** \$ 265,375.88

Sewer Connection Fee (5364) =	\$ 93,590.21
Water Connection (5313)	\$ 121,864.91
Meter Fees (5266)	<u>\$ 49,920.76</u>
Total due	\$1,252,594.33
Previously paid	\$ 59,146.00
Balance due	\$1,193,448.33

(1) Soil testing paid by applicant per the Engineer
Special Inspection and Testing Agreement.

(2) Included with Engineering Services.

(3) Impact fees identified under "G" shall be paid at
or before occupancy, upon final inspection, or the
date a certificate of occupancy is issued, whichever
first occurs, as provided by subdivision (a) of
California Government Code 66007.

(4) Utility service fees identified under "H" shall be
paid at the time an application for utility service is
requested.



Raeid Farhat June 3, 2021

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING THE FINAL SUBDIVISION MAP FOR
KAMILAH DEYN TOWNHOMES, TRACT NO. 1592, LOCATED AT 221
AIRPORT BOULEVARD, WATSONVILLE, CALIFORNIA (APN: 015-371-
01)**

WHEREAS, on or about July 5, 2016, the City Council approved the Tentative Subdivision Map by Resolution No. 130-16 (CM), for the Kamilah Deyn Townhomes located at 221 Airport Boulevard, Watsonville; and

WHEREAS, on or about October 9, 2018, the City Council approved the time extension of the Tentative Subdivision Map by Resolution No. 162-18 (CM); and

WHEREAS, the developer, Shawki Deyn Properties, LLC., has requested approval of a Final Map for the Kamilah Deyn Townhomes, a 48-unit townhome project with relocated historic building on a 2.65 acre parcel located at 221 Airport Boulevard, Watsonville, California (APN: 015-371-01); and

WHEREAS, the developer has provided improvement plans for the Kamilah Deyn Townhomes that have been reviewed by City staff and found to be substantially in compliance with the tentative map, public and on-site improvements and satisfy the conditions of the Tentative Map; and

WHEREAS, no public and on-site public improvements shall be accepted by the City until inspected and approved by City staff; and

WHEREAS, the Final Subdivision Map for Kamilah Deyn Townhomes, Tract 1592, located at 221 Airport Boulevard shall not be released until and unless the Subdivision Improvement Agreement and attached fee sheet approved concurrently are executed by developer in a form reasonably acceptable to City Attorney and City Manager.

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

That the Final Subdivision Map for Kamilah Deyn Townhomes, Tract 1592, located at 221 Airport Boulevard, Watsonville, California (APN: 015-371-01), is hereby approved, providing developer executes the Subdivision Improvement Agreement concurrently considered by Council, and copies of Pages 1-3 of the Final Subdivision Map are attached hereto and incorporated herein by this reference.

OWNERS' STATEMENT

We hereby state that we are the owners of, or have some right, title or interest in and to, the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and that we consent to the preparation and recordation of said map and subdivision as shown within the subdivision boundary lines.

We hereby dedicate an easement for public utilities, including but not limited to facilities for ingress and egress, electricity, gas, water, communication, sanitary sewer, drainage and necessary appurtenances on, over or under that certain land designated "Parcel A Common Area", as well as 5' utilities & 5' drainage easements as shown hereon. All easements are to be kept open and free from buildings and structures not serving the purpose of easement.

We also hereby dedicate to the City of Watsonville in fee Parcel C, Airport Boulevard for street and utility purposes as shown on Sheet 2 of 3 hereon.

We also hereby dedicate to the City of Watsonville, the Avigation Easement as shown on Sheet 3 of 3 hereon.

OWNERS: Showki Deyn Properties LLC, A California Limited Liability Company.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Santa Cruz

On _____, before me, _____,

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary's signature: _____

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I, Suzi Merriam, Community Development Director of the City of Watsonville, hereby state that I have examined this map, that the subdivision shown hereon is substantially the same as it appears on the tentative subdivision map and any approved alterations thereof, and that all provisions of the California Subdivision Map Act and the City of Watsonville Municipal Code have been complied with.

Date: _____

Suzi Merriam, Community Development Director
City of Watsonville, State of California

AUDITOR - CONTROLLER'S STATEMENT

I hereby state there are no liens for unpaid state, county, municipal, or local taxes or special assessments collected as taxes against the land included in the within subdivision or against any part thereof, except taxes which are not yet payable and which it is hereby estimated will not exceed the sum of \$ _____ for the year 20____ through 20____, and that said land is not nor is any part thereof, subject to any special assessments which have not been paid in full and that this statement does not include any assessments of any assessment district, the bonds of which have not yet become a lien against said land or any part thereof.

Date: _____ Auditor-Controller of the County of Santa Cruz

By: _____ Deputy

CLERK OF THE BOARD'S STATEMENT

The Clerk of the Board of Supervisors of the County of Santa Cruz does hereby state that all statements and securities required under the provisions of Sections 66492 and 66493 of the Government Code have been duly filed and deposits have been duly made. Pursuant to the authority delegated to me by said board, I hereby approve said statements and securities on behalf of the County of Santa Cruz.

Clerk of the Board

By: _____ Date: _____
Deputy Clerk

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map pursuant to the Subdivision Map Act, Section 66450 (a) (4), and I am satisfied this map is technically correct.

Date: _____

Jeff Nielsen, Acting City Surveyor, City of Watsonville
PLS No. 6832

CITY CLERK'S STATEMENT

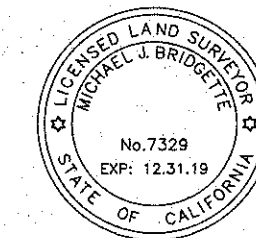
It is hereby ordered that the map of Tract Number 1592 Kamilah Deyn Townhomes be, and the same is hereby approved, and that the public utilities easement and the 5' utilities & the 5' drainage easements offered for dedication are rejected. Parcel C is hereby accepted. The Avigation Easement is hereby accepted. I hereby certify that the foregoing order was adopted by the City Council of the City of Watsonville at a meeting of said council held on the _____ day of _____, 20____.

_____ day of _____, 20____.

Page 285 of 527
City Clerk and Ex-Officio Clerk of the City Council of the City of Watsonville,
State of California

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Raed Farhat in April 2019. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions within one year after the recordation of this map, and that the monuments are, or will be sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved Tentative Map.



Michael J. Bridgette

STATEMENT OF THE CITY ENGINEER

I hereby state that I have examined this Final Map and the subdivision as shown is substantially the same as it appeared on the Tentative Map and any approved alteration thereof. All provisions of the Subdivision Map Act, Section 66450 (a) (1) (2) (3), and the City of Watsonville Subdivision Ordinance, applicable at the time of approval, have been complied with.

Date: _____

Maria Esther Rodriguez, City Engineer of the City of Watsonville
RCE No. 57165

RECORDER'S STATEMENT

Filed this _____ day of _____, 20____ at _____ m. in

Volume _____ of Maps, at Page _____ at the request of Raed Farhat

County Recorder.

By: _____ Deputy

TRACT NO. 1592 KAMILAH DEYN TOWNHOMES

A townhouse subdivision of the lands of
Shawki Deyn Properties LLC as described in
Document Number 2016-0042742, Official Records
of Santa Cruz County, located in the
City of Watsonville Santa Cruz County, California

BRIDGETTE LAND SURVEYING, INC.

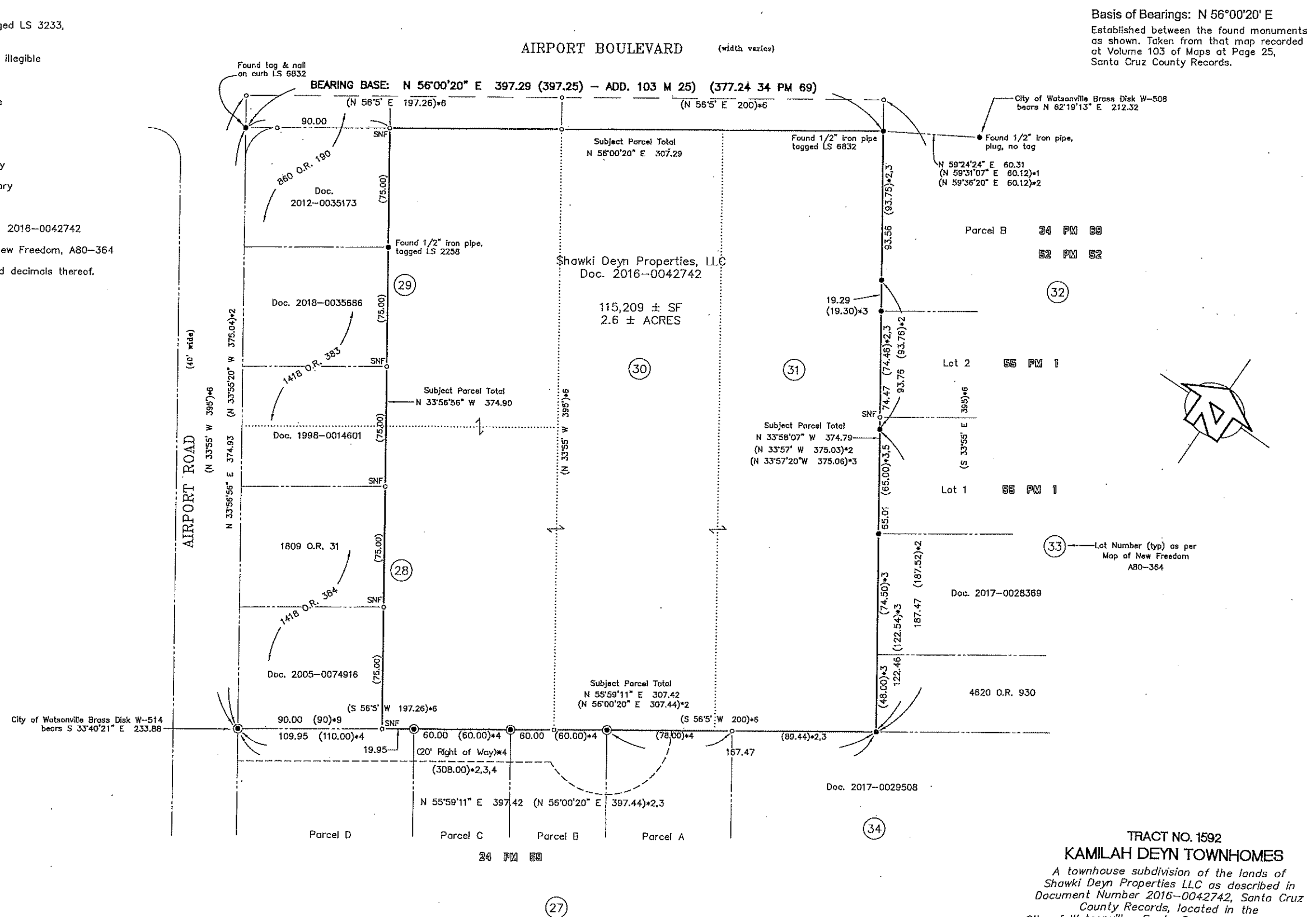
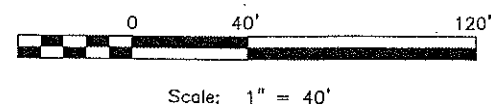
80 ASPEN WAY, SUITE A, WATSONVILLE CA 95076
tel 831.722.5800 bridgettelandsurveying.com
APN: 015-371-01 April 2019 Job: 19-04
Sheet 1 of 3

Legend and Notes

- Found 1/2" iron pipe tagged LS 3233,
or as noted
 - ◎ Found 1/2" iron pipe, tag illegible
 - Calculated point
 - () Record data per Reference
- ADD Addition
- SNF Searched, nothing found
- Subject property boundary
- Adjoining property boundary
- Right of way
- Parcels described by Doc. 2016-0042742
- Old lot line per Map of New Freedom, A80-364
- Distances are shown in feet and decimals thereof.

References

- *1 103 M 25
*2 34 PM 69
*3 52 PM 52
*4 24 PM 59
*5 55 PM 1
*6 Doc. 2016-0042742
*7 860 O.R. 190
*8 1418 O.R. 383
*9 1418 O.R. 384



Curve Table

NUM	DELTA	ARC	RADIUS
C1	29°06'35"	22.35	44.00
C2	37°29'35"	10.47	16.00
C3	41°48'38"	10.95	15.00
C4	0°25'47"	0.33	44.00
C5	28°40'48"	22.02	44.00

AIRPORT BOULEVARD (width varies)

Legend and Notes

- Set 1-1/2" iron pipe tagged LS 7329
- Found 1/2" iron pipe tagged LS 3233, or as noted
- () Record data

PUE Public Utilities Easement
SDE Storm Drain Easement

- Subdivision boundary
- Subdivision lot lines
- Adjoining property boundary
- Utilities easement
- Right of way

Distances are shown in feet and decimals thereof.

Subdivision lot line bearings parallel to Airport Boulevard are N 56°00'20" E

Subdivision lot line bearings perpendicular to Airport Boulevard are N 33°56'56" W

AIRPORT ROAD (40' wide)

(20' Right of Way)
Not Appurtenant

City of Watsonville Avigation Easement

Covenant running with the land subdivided by this map

This indenture made between Shawki Deyn Properties LLC, a California Limited Liability Company, hereinafter referred to as Grantor and the City of Watsonville, a municipal corporation, hereinafter referred to as Grantee.

The Grantor, hereby acknowledges, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the lands subdivided by this map in which the Grantor holds a fee simple estate. The property is commonly known as Tract No. 1592 "Kamilah Deyn Townhomes". The property, which is subject to this easement, is the lands subdivided by this map including all lots and parcels as shown on this sheet (Sheet 3).

The easement applies to the Airspace above an imaginary plane over the real property. This plane is described as follows:

The imaginary plane above the hereinbefore described real property, as such plane as: (a) defined by Part 77 of the Federal Aviation Regulations, and such plane consisting of a Primary Surface, a Transitional Surface, a Horizontal Surface, a Conical Surface and an Approach Surface and (b) all protected surfaces around the airport based on the future development shown on the latest approved Watsonville Municipal Airport Layout Plan (ALP). These include Part 77 Surfaces, Threshold Siting Surfaces (TSS), PAPI Obstacle Clearance Surfaces, and TERPS Approach and Departure Surfaces for Watsonville's Municipal Instrument approaches. The elevation of said plane being based upon the Watsonville Municipal Airport official runway end elevations in feet Above Mean Sea Level (AMSL), as determined by the latest approved Watsonville Municipal Airport Layout Plan, incorporated herein by reference wherein the approximate dimensions of which said plane are described. A copy of said plan is located in the Watsonville Municipal Airport Master Plan on file in the Office of the City Clerk.

The purpose of said easement and right of way includes, but is not limited to, the following:

- (1) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or any portion of the Airspace thereinabove described; and
- (2) To cause or create, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or caused, for navigation of or flight in air; and
- (3) To clear and keep clear from the Airspace any portions of buildings, structures, or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, or improvements of any kinds, and of trees or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and
- (4) To mark and or light, or cause or require to be marked and or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the Airspace; and
- (5) For ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (3) and (4) above at reasonable times and after reasonable notice.
- (6) To prohibit electrical interference, glare, and other potential hazards to flight from being created on the property.

For and behalf of itself, its successors and assigns, the Grantor hereby covenants with the City of Watsonville, for the direct benefit of the real property constituting the Watsonville Municipal Airport as it exists as of the date of this map and any further accretions thereto, that neither the Grantor, nor its successors in interest or assigns will construct, install, erect, place, grow in or upon the hereinabove described real property, nor will they permit, allow, any building structure, improvement, tree or other object which extends into or above the Airspace, or which constitutes an obstruction to air navigation, or which obstructs or interferes with the use of the easement and right of way herein granted.

The easements and right of way herein granted shall be deemed both appurtenant to and for the direct benefit of the real property which constitutes the Watsonville Municipal Airport, in the City of Watsonville, State of California; and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement of right of way, in landing at, taking off from or operating such aircraft in or about the Watsonville Municipal Airport, or in otherwise flying through said Airspace.

Grantor, together with its successors in interest and assigns, hereby waives its right to legal action against Grantee, its successors, or assigns for monetary damages or other redress due to impacts, as described in Paragraph (2) of the granted rights of easement, associated with aircraft operations in the air or on the ground at the airport, including future increases in the volume or changes in location of said operations. Furthermore, Grantee, its successors, and assigns shall have no duty to avoid or mitigate such damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. This grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights which may from time to time have against any air carrier or private operator for negligent or unlawful operations of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor, and, for the purpose of this instrument, the real property first hereinabove described is the servient tenement and said Watsonville Municipal Airport is the dominant tenement.

TRACT NO. 1592

KAMILAH DEYN TOWNHOMES

A townhouse subdivision of the lands of Shawki Deyn Properties LLC as described in Document Number 2016-0042742, Official Records of Santa Cruz County, located in the City of Watsonville Santa Cruz County California

BRIDGETTE LAND SURVEYING, INC.

80 ASPEN WAY, SUITE A, WATSONVILLE CA 95076

tel 831.722.5800 bridgettelandsurveying.com

APN: 015-371-01 April 2019 Job: 19-04

1" = 30' Sheet 3 of 3

COVENANTS, CONDITIONS AND RESTRICTIONS

Kamilah Deyn Townhomes

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Shawki Deyn Properties, LLC., a California limited liability company, hereinafter referred to as "Declarant", being the owner of the certain real property situated in the County of Santa Cruz, State of California, more particularly described as Lots 1 through 49, inclusive and Common Area as shown on the Subdivision Map entitled Kamilah Deyn Townhomes Tract No. 1592

Declarant does hereby declare, for the purpose of establishing a general plan for the creation of a planned residential development, within the meaning of California Civil Code Section 1351, that all of the property described above shall be held, occupied, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, liens and charges, set forth hereinafter, all of which shall run with the real property described above and shall be binding on all parties having any right, title or interest therein, their heirs, successors, and assigns, and which shall inure to the benefit of each Owner thereof, and all of which are imposed upon said real property and every part hereof as a servitude in favor of each and every Lot thereof as the dominant tenement and may be enforced by Declarant, or his or her successors and assigns, and each Owner, his or her successors and assigns or by the Association, its successors and assigns.

ARTICLE I DEFINITIONS

Section 1.01. "Articles" means the Articles of Incorporation of Kamilah Deyn Homeowners Association and any amendments hereof that are or shall be filed in the Office of the Secretary of State of the State of California

"Association"

Section 1.02 "Association" means Kamilah Deyn Homeowners Association, a California nonprofit mutual benefit corporation.

Board"

Section 1.03 "Board" means means Board of Directors of Association .

"Bylaws"

Section 1.04. Bylaws means the Bylaws of the Association and the amendment thereto that are or shall be adopted by the Board.

"Common Area"

Section 1.05 "Common Area" Means the entire Project, including "pavements and lighting" except all Units as Defined in this Declaration or as shown on the Townhouse plan.

"The Homeowner's Association shall be responsible for the operation, maintenance, repair and replacement of the on-site storm drain facilities, up to the point of tie-in to existing City mains, and driveway sight visibility by keeping landscape shrubs by driveways to a maximum of three feet in height, not allowing vegetation to impede the required twenty foot minimum road width and maintaining trees for a minimum vertical roadway clearance of 13'-6"

"Townhouse"

Section 1.06. "Townhouse" means an estate in real property consisting of a fee interest in a Unit; the boundaries of which are shown and described on the Townhouse Plan, a fractional undivided interest as a tenant in common in the Common Area of the Project, a Membership in the Association, and any Exclusive Use Common Area appurtenant of the Unit. The Fractional undivided interest appurtenant to each Unit shall be undivided one-sixteenth.

"Townhouse Plan"

Section 1.07 "Townhouse Plan" means the townhouse plan described in Recital A of this Declaration.

"Declarant"

Section 1.08 "Declarant means Shawki Deyn Properties LLC, and its successors and assigns

"Declaration"

Section 1.09. "Declaration" means this Declaration and any amendments thereto

"Exclusive Use Common Area"

Section 1.10 "Exclusive Use in Common Area" mean those portions of the Common Area reserved for the exclusive use of one of more Owners Pursuant to Section 2.06 of this Declaration.

"Governing Instruments"

Section 1.11 "Governing Instruments" means this Declaration, the Articles and Bylaws of the Association, and any Rules and Regulations of the Project

"Manager"

Section 1.12. "Manager" means any person or entity appointed by the Board to manage the Project.

"Member"

Section 1.13. "Member" means every person or entity entitled to membership in the Association as provided in this Declaration.

"Mortgage" and "First Mortgage"

Section 1.14. "Mortgage" means a mortgage or deed of trust encumbering a Townhouse or any other portion of the Project. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Townhouse or other portions of the Project.

"Mortgagee" and Related Terms

Section 1.15. "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Mortgagee" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Townhouse or other portions of the Project. The term "Beneficiary" shall be synonymous with the term "Mortgagee."

"Mortgagor" and "Trustor"

Section 1.16. "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e. the maker of a mortgage), and shall include the Trustor of a deed of trust. The term "Trustor" shall be synonymous with the terms "Mortgagor."

"Owner"

Section 1.17. "Owner" means the record holder or holders of record fee title to a Townhouse, including Declarant, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Townhouse merely as security for performance of an obligation.

"Person"

Section 1.18. "Person" means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

"Plan"

Section 1.19. "Plan" means the Townhouse Plan which will be filed for the Project shown and described in the parcel map attached as Exhibit A to this Declaration.

"Project"

Section 1.20. "Project" means the entire parcel of real property described on the Plan and all improvements thereon.

"Property"

Section 1.21. "Property" means the real property described in the Recitals.

"Rules and Regulations"

Section 1.22. "Rules and Regulations" means any Rules and Regulations for

Kamilah Deyn Townhomes regulating the use of the Common Area and adopted by the Association pursuant to Section 3.06(b) of this Declaration.

"Subdivision Map"

Section 1.23. "Subdivision Map" means the subdivision map recorded in connection with the Project.

"Unit"

Section 1.24. "Unit" means that portion of a Townhouse that consists of a fee interest in a Unit. "Unit" does not include the other elements of a Town homes. Each Unit shall be a separate freehold estate, as separately shown, numbered, and designated in the Townhouse Plan. Each Unit consists of a living area space and yard area as shown on the Townhouse Plan.

ARTICLE II. THE PROPERTY

Section 2.01. The entire Project shall be subject to this Declaration.

Annexation of Additional Property

Section 2.02. Additional property may be annexed to the Project, but only as provided in Article XI of this Declaration.

Common Area

Section 2.03. The following provisions govern the use and enjoyment of the Common Area:

(a) The Association shall have an easement in, to, and throughout the Common Area and it's improvements to perform its duties and exercise its powers. The Common Area shall include:

(1) Common Area landscaping, street trees, and driveways, which shall be maintained on an ongoing basis by a professional landscape company. Dead and diseased plant material shall be replaced with like material.

(2) Common Area walk ways, sidewalks, stairs, driveways exterior fences, retaining walls, exterior building surfaces, roofs, building siding, storm drains and sewer facilities. The Association shall provide perpetual operation, maintenance, repair and replacement of these structures and facilities. The Association shall use Best Practices in the maintenance and repair of the storm drainage system.

(3) Additional parking, including guest parking, which may be provided by the Association. Parking and storage of boats or recreational vehicles is prohibited in any Common Area.

(b) Except as provided in this Declaration, there shall be no judicial partition of the Common Area, nor shall Declarant or any person acquiring an interest in all or any part of the Project seek any judicial partition.

(c) Subject to the provisions of this Declaration, each Owner has non-exclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to and shall pass with title to every Townhouse. However, these rights shall not interfere with, and shall be subordinate to, any exclusive right to use an Exclusive Use Common Area.

(d) The Members' rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Instruments, including the following:

- (1) The right of the Association to adopt and enforce Rules and Regulations for the use of the Common Area.

- (2) The right of the Association to reasonably limit the number of guests and tenants using the Common Area.
- (3) The right of the Association to assign or otherwise control the use of any unassigned parking spaces within the Common Area.
- (4) The right of the Association to suspend the right of any Owner, and the Person deriving rights from any Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any assessment.
- (5) The right of the Association to cause the construction of additional improvements in the Common Area, or to cause the alteration or removal of existing improvements on the Common Area.
- (6) The right of the Association to grant, consent to, or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Common Area.
- (7) The right of each Owner to the exclusive use of any Exclusive Use Common Area appurtenant to the Owner's unit.
- (8) The right of the Declarant as described in this Declaration.
- (9) The right of the Association to reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Project.

(10) The right of the Architectural Control Committee to approve any proposed alteration or modification to the Common Area or any Unit, including the exterior of all Units and exterior paint colors.

(e) Declarant hereby reserves easements for common driveway purposes, for drainage and encroachment purposes, and for ingress too and egress from the Common Area. These easements may be used to complete improvements on the Common Area and to perform necessary repair and maintenance work.

(1) The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Unit Owner, in accepting his or her deed to the Unit, expressly consents to these easements. However, no such easement can be granted if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her Unit or any Exclusive Use Common Area appurtenant to the Unit.

Trash and recycling trucks serving the Project shall begin as early as 5:30 Monday through Friday, collecting from individual carts along the private driveway. All Owners, including Declarant, shall provide potential buyers a separate disclosure advising that early morning noise from these trucks, including the sounding of back up beepers, may occur on a regular basis.

(g) A Class A Owner who has sold his or her Townhouse to a contract purchaser or who has leased or rented the Townhouse shall be entitled to delegate his or her rights to use and enjoy the Common Area to any contract purchaser, tenant, or subtenant who resides in the Owner's Townhouse, subject to reasonable regulation by the Board. If the Owner makes such a

delegation of rights, the Owner and the Owner's family, guests, employees, and invitees shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

(h) Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property, to the extent that the damage is not covered by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment or maintenance of any improvement by the Owner or the Owner's family, guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Townhouse, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

Partition

Section 2.04. There shall be no judicial partition of the Project or any part of it, nor shall Declarant or any person acquiring an interest in the Project or any part of it seek any judicial partition, except as follows:

(a) If two or more persons own any Townhouse as tenants in common or as joint tenants they may maintain a partition action as to their co-tenancy.

(b) The Owner of a Townhouse may maintain a partition action as to the entire Project, as if all of the Owners in the Project were tenants in common in the Project in the same proportion as their interests in the Common Area, and an appropriate court shall order partition by sale of the entire Project, on a showing of any of the following:

- (1) The Project has been in existence for more than 50 years and is obsolete and uneconomical, and owners holding (in the aggregate) more than a 50

percent interest in the common area oppose repair or restoration of the Project.

- (2) The Project has been damaged or destroyed and the other criteria set forth in Section 8.03 of this Declaration have been satisfied.

Exclusive Use Common Area

Section 2.05. The portions of the Common Area listed below are or shall be for the exclusive use of certain Owners of Units and shall be appurtenant to those Units. An Exclusive Use Common Area may not be transferred independently of any other interest of the Owner. Additional Exclusive Use Common Areas may be designated in the future by the Association, provided that the designation is not inconsistent with the rights of any Owner.

(a) Each Owner shall have the exclusive right to use their Unit's garage space. Garages shall be used for parking only. Two car garages shall remain 19 feet by 19 feet clear without obstructions. Parking and storage of boats or recreational vehicles is prohibited in any exterior area.

(b) Each Owner shall have the exclusive right to use, for any reasonable purpose, any backyard area that is designated as the backyard area for his or her Unit. No sheds or additional structures, including overhead trellis features, shall be constructed in the rear yards of any Units. The Owner shall be responsible for keeping that area in good condition and repair.

(c) All of the fixtures and items designed to serve a single Unit, but located outside the boundaries of the Unit, are Exclusive Use Common Areas allocated exclusively to that separate interest including window boxes, doorsteps, stoops, balconies, rear patios, and hardware, in incident thereto. These items are to be maintained in good condition and repair and any repair

and maintenance costs shall be the responsibility of the Owner. Any repair or maintenance not completed in a timely manner by the Owner shall be completed by the Association and the cost added to the Owner's regular monthly assessment.

(d) All internal and external telephone wiring designed to serve a single Unit, but located outside the boundaries of the Unit, is Exclusive Use Common Area allocated exclusively to that Unit. The Owner of the Unit shall be entitled to reasonable access to the Common Area for the purpose of maintaining this wiring, subject to the consent of the Association and to any other conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

Maintenance by Owners

Section 2.06. Each Owner shall maintain the Owner's Unit, including but not limited to, the equipment and fixtures in the Unit and the interior surfaces of the walls, ceilings, floors, and doors, in a clean, sanitary, and attractive condition. This maintenance shall be at the Owner's expense. However, the Owner shall not take any actions that would impair or otherwise alter the structural integrity or mechanical systems or lessen the support of the Unit or any other portion of the Project, without the prior written approval of the Architectural Control Committee, as

provided in Article VI of this Declaration.

Each Owner shall be responsible for maintaining landscaping horizontal & vertical roadway clearance and driveway sight visibility and driveway sight visibility by keeping landscape shrubs by driveways to a maximum of three feet in height, not allowing vegetation to impede the required twenty foot minimum road width and maintaining trees for a minimum vertical roadway clearance of 13'-6"

Presumption Regarding Boundaries of Units

Section 2.07. In interpreting deeds, declarations, and plans, the existing physical boundaries of a Unit, including any Unit reconstructed in substantial accordance with the Townhouse Plan and the original construction plans for the Project, shall be conclusively

presumed to be its boundaries, rather than the description expressed in the deed, Townhouse Plan, or Declaration. This presumption applies regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the Townhouse Plan or described in the deed and Declaration, and the boundaries of the building as constructed or reconstructed.

Prohibition. Against Severance of Elements

Section 2.08. Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Unit shall include the undivided interest in the Common Area and any Exclusive Use Common Areas appurtenant to the Unit. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's Membership interest in the Association, as provided in Section 3.02 of this Declaration. Any transfer that attempts to sever those component interests shall be void.

Text

ARTICLE III. OWNER'S ASSOCIATION

Organization of the Association

Section 3.01. The Association is or shall be incorporated under the name of Marin Street Homeowners Association, as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. From the closing of the escrow for the first sale of a Unit, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles of Incorporation, and the Bylaws.

Membership

Section 3.02. Every Owner, on becoming an Owner, shall automatically become a Member of the Association. Ownership of a Unit is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Townhouse. All memberships shall be appurtenant to the Townhouse conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her Townhouse shall automatically transfer the appurtenant membership to the transferee.

Classes of Membership

Section 3.03. The Association shall have two classes of voting membership, as follows:

(a) All Owners, other than the Declarant, shall be Class A members. Class A membership entitles the holder to one vote for each Townhouse owned. When a Townhouse is owned by more than one person, only one vote may be cast for the Townhouse, as provided in Section 3.04(b) of this Declaration.

(b) The Declarant shall be the sole Class B member. The Class B member shall be entitled to three votes for each Unit owned. Class B membership shall cease and be converted to Class A membership on the occurrence of whichever of the following is first in time:

- (1) The total outstanding votes of the Class A members equals or exceeds the total outstanding votes of the Class B member; or

- (2) On a prescribed date to be established by the Board, which must not be later than the second anniversary of the first conveyance of a Unit following the original issuance of the final subdivision public report for the Project.

Voting Rights

Section 3.04. All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

(a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one vote for each Townhouse owned.

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Townhouse ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the single vote attributable to the Townhouse. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Townhouse's vote is to be cast. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Townhouse on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote.

(c) Except as provided in Section 3.06 (c) of this Declaration, governing the enforcement of certain bonded obligations, and any section of the Bylaws governing the removal of directors, as long as two classes of voting memberships exist, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of

the voting power of the Association (rather than simply requiring the vote or written consent of a majority of a quorum) shall require the approval of the specified percentage of the voting power of each class of membership. Except as provided herein, when the Class B Membership has terminated, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of the voting power of the Association shall require the vote or written consent of Owners representing the specified percentage of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.

(d) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of, and to vote at, any meeting of Owners. The record date for notice of a meeting shall not be more than 90 or less than 10 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action. Any such date shall not be more than 60 days prior to the action.

(e) Every Owner entitled to vote at any election of the Directors may cumulate the Owner's votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Owner is entitled, or distribute the Owner's votes on the same principle among as many candidates as the Owner thinks fit. No Owner shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to voting and an Owner has given notice at the meeting prior to the voting of the Owner's intention to cumulate votes. If any

one Owner has given such notice, all Owners may cumulate their votes for candidates in nomination.

Membership Meetings

Section 3.05. The provisions of the Bylaws governing meetings of the Members are hereby incorporated by reference.

General Powers and Authority

Section 3.06. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, subject to any limitations set forth in this Declaration or in the Articles and Bylaws of the Association. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed on it by this Declaration or the other Governing Instruments. Its powers shall include, but are not limited to, the following:

(a) The Association shall have the power to establish, fix, levy, collect, and enforce the payment of assessments against the Owners in accordance with the procedures set out in Article IV of this Declaration. Assessments shall cover the operation, maintenance and repair of all Common Area structures and facilities and the costs of administration, including insurance and management fees

(b) The Association shall have the power to adopt reasonable Rules and Regulations governing the use of the Common Area and its facilities, and of any other Association property. These Rules and Regulations may include, but are not limited to: reasonable restrictions on use by the Owners and their families, guests, employees, tenants, and

invitees; rules of conduct; and the setting of reasonable fees for the use of recreational facilities. A copy of the current Rules and Regulations, if any, shall be given to each Owner and shall be posted at conspicuous places in the Common Area. If any provision of the Rules and Regulations conflicts with any provision of this Declaration, the Articles, or the Bylaws, the Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.

(c) The Association shall have the right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

- (1) Enforcement of this Declaration, the Articles, Bylaws, and Rules and Regulations.
- (2) Damage to the Common Area.
- (3) Damage to the Units that the Association is obligated to maintain or repair.
- (4) Damage to the Units that arises out of, or is integrally related to, damage to the Common Area or Units that the Association is obligated to maintain or repair.

The Association may enforce payment of assessments in accordance with the provisions of Article IV of this Declaration.

(d) In addition to the general power of enforcement described above, the Association may discipline its Owners for violation of any of the provisions of the Governing Instruments or Rules and Regulations by suspending the violator's voting rights and privileges

for use of the Common Area, or by imposing monetary penalties, subject to the following limitations:

- (1) The accused Owner shall be given notice and an opportunity to be heard with respect to the alleged violation in accordance with the provisions of Civil Code §1363(h).
- (2) If the Association imposes a monetary penalty, the Board shall distribute to each Owner, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations.
- (3) Except as provided in Article IV of this Declaration, relating to foreclosure for failure to pay assessments, or as a result of the judgment of a court or a decision arising out of arbitration, the Association shall in no way abridge the right of any Owner to the full use and enjoyment of his or her Unit.

(e) The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to its officers, employees, committees, or agents, including a professional management agent. The term of any agreement with a manager or the Declarant for the furnishing of maintenance, repair, and related services shall not exceed one year, renewable by agreement of the parties for successive one-year periods. Such an agreement shall be terminable by either party (1) for cause on 30 days' written notice and (2) without cause or payment of a termination fee on 90 days' written notice.

(f) The Association's agents or employees shall have the right to enter any Unit when necessary in connection with any maintenance, landscaping, or construction work for which the

Association is responsible. This entry shall be made only on notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable, and the Association shall repair any resulting damage at its own expense.

Duties of the Association

Section 3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in the Governing Instruments, the Association shall be responsible for the following:

(a) The Association, acting through the Board, shall operate, maintain, repair, and replace the Common Area and its improvements, or contract for the performance of that work, subject to the provisions of Article VIII of this Declaration relating to destruction of improvements, Article IX of this Declaration pertaining to eminent domain, and Section 2.03(h) of this Declaration relating to damage caused by Owners. These areas and improvements shall be kept in a clean, sanitary, and attractive condition.

The Association shall keep the Common Areas free of infestation by wood-destroying pests or organisms. The Owner shall keep the Exclusive Use Common Areas of that Unit free of infestation by wood-destroying pests or organisms. If infestation is present, the Association shall have the right to cause the temporary, summary removal of any occupant of the Project while the Association has the infestation treated. The temporary relocation must be preceded by notice provided by the Association pursuant to Civil Code § 1364. The Owner of a Unit shall pay the costs of any temporary relocation of any occupant of the Unit occasioned by the presence of wood-destroying pests or organisms.

The Association shall not be responsible for maintaining Exclusive Use Common Areas.

The Association shall have the exclusive right and duty to acquire and maintain any furnishings and equipment for the Common Area that it determines are necessary and proper. As a general rule, maintenance costs shall be included in the regular assessments. However, if additional work is required for a particular Unit, the expenses of that additional work shall be charged solely to the Owner of the Unit in the month in which the work is performed.

(b) The Association shall use the maintenance fund described in Section 4.03 of this Declaration to, among other things, acquire and pay for the following:

- (1) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Area and, to the extent not separately metered and charged, for the Units;
- (2) The insurance policies described in Article VII of this Declaration;
- (3) The services of any personnel that the Board determines are necessary or proper for the operation of the Common Area; and
- (4) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration.

(c) If the Association is obliged under a bond or other arrangement to secure the performance of Declarant as to any Common Area improvements that were not completed prior to the issuance of the final public report on the Project, the following provisions shall govern the initiation of action to enforce the bond:

- (1) The Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the

bond with respect to any improvement for which a Notice of Completion has not been filed within 60 days after the completion date specified for the improvement in the Planned Construction Statement appended to the bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the above question if a Notice of Completion has not been filed within 30 days after the expiration of the extension.

- (2) If the Board votes not to initiate action to enforce the obligations under the bond, or if it fails to consider and vote on the matter as required, a special meeting of the Owners of the Association shall be called for the purpose of overriding the Board's decision or for taking action on the matter, on receipt of a petition calling for such a meeting signed by Owners representing at least 1/13 percent of the total voting power of the Association. The meeting shall be held not less than 35 days or more than 45 days after receipt of the petition by the Board. At the special meeting, only the Owners other than Declarant shall be allowed to vote on the matter. A vote by a majority of the voting power of the Association residing in Owners other than Declarant to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.

(d) The Association shall prepare a pro forma operating budget for each fiscal year, and shall distribute a copy of the budget to each Owner not less than 45 and no more than 60 days before the beginning of the fiscal year. As an alternative to this distribution of the budget, the Association may elect to do all of the following in the manner required by statute: distribute a summary of the budget to each Owner, make the budget available for inspection at a designated location, and provide copies of the budget to the Owners on request and at the expense of the Association. The budget shall contain at least the following:

- (1) The estimated revenue and expenses on an accrual basis.
- (2) A summary (printed on bold type) of the Associations' reserves that is based on the most recent review or study conducted pursuant to Civil Code § 1365.5. This summary shall include the following: (I) the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component that the Association is obligated to maintain (hereafter referred to as the "major components"); (ii) the current estimate, as of the end of the fiscal year for which the study is prepared, of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components; (iii) the current amount, as of the end of the fiscal year for which the study is prepared, of accumulated cash reserves actually set aside to repair, replace, restore, or maintain the major components; and (iv) the percentage that the amount described in (iii), above, is of the amount determined for purposes of (ii), above (that is, the percentage

obtained by dividing the amount described in (iii), above, by the amount described in (ii), above).

- (3) A statement as to whether the Board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves for such work.
- (4) A general statement addressing the procedures used for the calculation and establishment of reserves to defray the future repair, replacement, or additions to the major components.

(e) Within 120 days after the close of each fiscal year, the Association shall prepare and distribute to the Owners an annual report consisting of the following:

- (1) A balance sheet as of the end of the fiscal year;
- (2) An operating (income) statement for the fiscal year;
- (3) A statement of changes in financial position for the fiscal year; and
- (4) For any fiscal year in which the gross income to the Association exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. If this report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without independent audit or review from the books and records of the Association.

(f) Within 60 days before the beginning of each fiscal year, the Association shall prepare and distribute to the Owners a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments against Owners.

(g) The Association shall prepare a balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the above accounting date. The Association shall distribute this statement to the Owners within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Unit and the name of the Owner assessed.

(h) Each year, the Association must provide the Owners with a summary of the provisions of Civil Code §§ 1369.510 through 1369.590. These statutes require that alternative dispute resolution be pursued before a civil action may be filed in connection with certain disputes related to enforcement of the governing documents, the David-Stirling Common Interest Development Act (Civil Code §1350 et seq.), or the Nonprofit Mutual Benefit Corporation Law (Corp. Code §7110 et seq.). The required summary must include a specific reference to Civil Code §§ 1369.510 through 1369.590, and the statutory language set forth in Civil Code § 1369.590(a). This summary must be provided either (1) at the time the pro forma operating budget described in §3.07(d) of this Declaration is distributed, or (2) in the manner specified in Corporations Code §5016.

(i) The Association shall provide any Owner with the following documents within 10 days of the mailing or delivery of a written request for the documents:

- (1) A copy of the Governing Instruments.
- (2) A copy of the most recent financial statement distributed pursuant to §3.07(d) of this Declaration.
- (3) A written statement from an authorized representative of the Association specifying (i) the amount of any assessments levied on the Owner's Unit that are unpaid on the date of the statement; and (ii) the amount of late charges, interest, and costs of collection that, as of the date of the statement, are or may be made a lien on the Owner's Unit pursuant to § 4.09 of this Declaration. The Association may charge the Owner a reasonable fee to cover its cost to prepare and reproduce those requested items.

(j) The Association shall pay all real and personal property taxes and assessments levied against it, its personal property, the Common Area, and Exclusive Use Common Areas.

Board of Directors

Section 3.08. The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors, as provided in the Bylaws, which are hereby incorporated by reference.

Inspection of Books and Records

Section 3.09. The Articles of the Bylaws, governing the duty of the Association to maintain certain books and records and the rights of Owners and Directors to obtain and inspect those books and records, are hereby incorporated by reference.

Resolution of Disputes

Section 3.10. As required by Civil Code §1363.820(a), the Association shall offer a fair, reasonable, and expeditious procedure for resolving any dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act (Civil Code § 1350 et seq.), the Nonprofit Mutual Benefit Corporation Law (Corporations Code §7110 et seq.), or the Association's governing documents. This dispute resolution procedure is supplementary to the alternative dispute resolution procedure prescribed by Civil Code §1369.510 et seq. as a prerequisite to commencing civil action. The dispute resolution procedure shall consist of the following:

- (a) Either party may initiate the procedure by making a written request to the other party to meet and confer in an effort to resolve the dispute. If the request is by the Association, the member may refuse to participate. However, if the request is by a member, the Association may not refuse to participate.
- (b) Within 5 days of the written request, the Board of Directors shall designate a member of the Board to meet and confer with the other party.

- (c) Within 10 days of the Board member's designation, the parties shall meet at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (d) If the parties reach agreement on a resolution of the dispute, that resolution shall be memorialized in writing and signed by the parties with the Board designee signing on behalf of the Association.
- (e) An agreement reached by the parties is binding on them and may be judicially enforced provided the agreement is consistent with the authority granted by the Board of Directors to its designee, and further provided the agreement is not in conflict with law or the Association's governing documents.
- (f) A member of the Association may not be charged a fee to participate in the dispute resolution procedure.

ARTICLE IV. ASSESSMENTS AND COLLECTION PROCEDURES

Covenant to Pay

Section 4.01. The Declarant covenants and agrees, for each Unit owned by it in the Project, and each Owner by acceptance of the deed to the Owner's Unit is deemed to covenant and agree to pay to the Association the regular and special assessment, levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article,

shall be a debt of the Owner of the Unit at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Unit. Assessments shall be a lien upon the Units and failure to pay regular or special assessments in a timely manner may result in legal action or foreclosure pursuant to this Declaration. The Association may use any legal remedy, subject to the procedures outlined in this Declaration, to insure payment of assessments and enforcement of the obligations of Unit Owners.

Exemptions from Assessments

Section 4.02. The obligation to pay assessments shall be subject to the following exemptions:

(a) Any Owner (including Declarant) of a lot in the Project that does not include a structural improvement for human occupancy shall be exempted from that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of those structural improvements. This exemption shall include, but is not limited to, the following:

- (1)
 - Roof replacement;
 - Exterior maintenance;
- (2).
 - Walkway and carport lighting;
 - Refuse disposal;
 - Cable television; and
 - Domestic water supplied to living units.

Any such exemption shall be in effect only until the occurrence of the earliest of the following events: (i) the recordation of a notice of completion of the structural improvement; (ii) the occupation or use of the structural improvement; or (iii) completion of all elements of the residential structures that the Association is obliged to maintain.

(b) Any Owner (including Declarant) of a lot in the Project shall be exempted from that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time the assessment commences. This exemption shall be in effect only until a notice of completion of the common facility is recorded or the common facility is placed into use, whichever occurs first.

Purpose of Assessments

Section 4.03. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the operation, replacement, improvement, and maintenance of the Property, and to discharge any other obligations of the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for these purposes.

Assessment Period

Section 4.04. The fiscal year for the Association shall be a calendar year, unless the Board decides otherwise. The regular assessment period shall commence on January 1 and terminate on December 31 of each year; provided, however, that the first regular assessment period for all Townhouses in the Project shall commence on the first day of the month following the conveyance of a Unit in the Project, and shall terminate on December 31 of that year.

Regular Assessment

Section 4.05. Within 60 days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's fund. The estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by that owner to the total number of Units in the Project subject to assessment. Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment. Declarant shall pay its full prorated share of the regular assessments on any unsold Townhouses subject to regular assessments.

Special Assessments

Section 4.06. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements on the Common Area, or any other reason, it shall make a special assessment for the additional amount needed. Special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

Section 4.07. The Board shall comply with the following requirements governing the imposition and amounts of assessments:

(a) For any fiscal year, the Board may impose a regular assessment per Unit that is as much as 20 percent greater than the regular assessment for the preceding fiscal year, provided (1) the Board has distributed the pro forma operating budget described in Section 3.07(d) for the current fiscal year or (2) the increase is approved by Owners constituting a majority of the votes at a meeting or in an election of the Association conducted in accordance with Corporations Code §§ 7510-7527 and 7613.

(b) The Board may impose, for any fiscal year, a regular assessment per Unit that is more than 20 percent greater than the regular assessment for the preceding fiscal year, or may levy special assessments that in the aggregate exceed 5 percent of the budgeted gross expenses of the Association for that fiscal year, provided the increase or levy is approved by Owners constituting a majority of the Owners of the Association and casting a majority of the votes at a meeting or election of the Association conducted in accordance with Corporations Code §§ 7510-7527 and 7613.

(c) The Board may, without complying with the above requirements, make an assessment increase that is necessary for an emergency situation. An emergency situation is an extraordinary expense that is:

- (1) Required by a court order.
- (2) Necessary to repair or maintain the Project or any part of it for which the Association is responsible when a threat to personal safety in the Project is discovered.
- (3) Necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by

the Board in preparing and distributing the pro forma operating budget pursuant to § 3.07(d).

- (4) Incurred in making the first payment of the earthquake insurance surcharge pursuant to Insurance Code § 5003.

Before the Board may impose or collect an assessment in the type of emergency situation described in (3), above, it shall pass a resolution containing written findings as to the necessary of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

(d) The Board shall notify the Owners in writing of any increase in the amount of a regular or special assessment. The Board shall provide this notice by first-class mail not less than 30 or more than 60 days prior to the due date of the increased assessment.

Late Charges

Section 4.08. Late charges may be levied by the Association against an Owner for the delinquent payment of regular and special assessments. An assessment is delinquent 15 days after its due date. If an assessment is delinquent the Association may recover all of the following from the Owner.

(a) Reasonable costs incurred in collecting the delinquent assessment, including reasonable attorneys' fees.

(b) A late charge not exceeding 10 percent of the delinquent assessment or \$10, whichever is greater.

(c) Interest on the above sums, at an annual percentage rate of 10 percent, commencing 30 days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments.

Enforcement of Assessments and Late Charges

Section 4.09. At least 30 days before the Association can place a lien on a Unit for a past due debt for a regular or special assessment, the Association must notify the Owner by certified

mail of the following:

- (1) A general description of the Association's collection and lien enforcement procedures.
- (2) The method of calculation of the amount due.
- (3) A statement that the Owner has the right to inspect the Association records.
- (4) A statement informing the Owner that the Owner's Unit may be subject to foreclosure and sale without court action.
- (5) An itemized statement of the charges owed by the Owner, including items on the statement that indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, and any late charges and interest.
- (6) A statement that the Owner will not be liable to pay the charges, interest and costs of collection, if it is determined the assessment was paid on time.

- (7) The Owner's right to request a meeting with the Board if the Owner disputes the debt.

An Owner may dispute the debt by submitting to the Board a written explanation within 15 days of the mailing of the Association's notice. The Board must respond to an Owner's timely explanation within 15 days of the mailing of the Owner's explanation.

An Owner also may submit a written request to meet with the Board to discuss a payment plan for the debt. The request must be mailed within 15 days of the mailing of the Board's notice. The Board must then meet with the Owner in executive session within 45 days of the mailing of the Owner's request. If there is no regularly scheduled Board meeting within that time period, the Board may designate a committee of one or more members to meet with the Owner.

Any partial payments made toward the debt will first be applied to the assessments owed, and only after the principal owed is paid in full with the payments be applied to the fees and costs of collection, attorneys' fees, late charges or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of assessments.

A debt for a delinquent regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, and interest shall become a lien on the Unit when a notice of delinquent assessment is duly recorded and mailed as provided in Section 1367.1 of the California Civil Code.

Except as provided below regarding debts arising from delinquent assessments when the debt arose on or after January 1, 2013, and the delinquent amount is less than \$1,800, any such lien may be enforced in any manner permitted by law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the notice of delinquent assessment or by a trustee substituted pursuant to § 2934a of the California Civil Code, in accordance with the provisions of §§ 2924, 2924b, and 2924c of the California Civil Code.

If the sums specified in the notice of delinquent assessment are paid before the completion of any judicial or nonjudicial foreclosure, the Association shall record a notice of satisfaction and release of the lien. On receipt of a written request by the Owner, the Association shall also record a notice of rescission of any declaration of default and demand for sale.

In accordance with § 1367.4 of the California Civil Code, a lien securing a debt arising from a delinquent regular or special assessment when the debt arose on or after January 1, 2014, and the delinquent amount is less than \$1,800, excluding accelerated assessments, late charges, fees and costs of collection, attorney's fees, and interest, shall not be enforced by judicial or nonjudicial foreclosure unless and until either (1) the debt equals or exceeds \$1,800, excluding accelerated assessments, late charges, fees and costs of collection, attorney's fees, and interest, or (2) the debt secured by the lien is more than 12 months delinquent.

Statement Regarding Assessments

Section 4.10. The Association shall provide any Owner, on written request, with a statement specifying (1) the amounts of the Association's current regular and special assessments

and fees, and (2) the amounts of any delinquent assessments and related late charges, interest, and costs levied against the Owner's Unit, as provided in Section 4.08 of this Declaration.

ARTICLE V. USE RESTRICTIONS AND COVENANTS

General Restrictions on Use

Section 5.01. In exercising the right to occupy or use a Unit or the Common Area and its improvements, the Owner and the Owner's family, guests, employees, tenants, and invitees shall not do any of the following:

(a) Attempt to further subdivide a Unit without obtaining the prior approval of the Association.

(b) Occupy or use a Unit, or permit all or any part of a Unit to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent an Owner from leasing or renting out his or her Unit, provided that it is not for transient or hotel purposes, is for a period of at least 60 days, and is subject to the Governing Instruments.

(c) Permit anything to obstruct the Common Area or store anything in the Common Area without the prior consent of the Board, except as otherwise provided in the Governing Instruments.

(d) Perform any act or keep anything on or in any Unit or Exclusive Use Common Area or in the Common Area that will increase the rate of insurance on the Common Area without the Board's prior written consent. Further, no Owner shall permit anything to be done or kept in his or her Unit, in any Exclusive Use Common Area appurtenant to the Unit, or in the Common

Area that would result in the cancellation of insurance on any Unit or Exclusive Use Common Area or on any part of the Common Area or that would violate any law.

(e) Store gasoline, kerosene, cleaning solvents, or other flammable liquids in the Common Area or in any Unit; provided, however, that reasonable amounts of these liquids may be placed in metal containers and stored in the storage spaces.

(1) Display any sign to the public view on or from any Unit or the Common Area without the prior written consent of the Board, except a sign advertising the property for sale, lease, or exchange, or advertising directions to the property, as provided in § 712 of the California Civil Code.

(g) Raise, breed, or keep animals, livestock, or poultry of any kind in a Unit or in the Common Area, except dogs, cats, or other household pets, which may be kept in Units, subject to the Rules and Regulations (if any).

(h) Engage in any noxious or offensive activity in any part of the Project.

(i) Alter or modify the exterior or any improvements located in a Unit without first obtaining the written consent of the Architectural Control Committee.

(j) Install a solar energy system in a Unit owned by another without first obtaining the written consent of the Architectural Control Committee.

(k) After, construct, or remove anything on or from the Common Area, except on the written consent of the Board.

(1) Park any automobile or other motor vehicle in the Common Area or in any Exclusive Use Common Area except in a space designated for the Owner by the Board or the Governing Instruments.

(m) Install any video or television antenna, including a satellite dish, with a diameter or diagonal measurement greater than 36 inches. Association reserves the right to impose reasonable restrictions on the installation of any video or television antenna, including a satellite dish with a diameter or diagonal measurement of 36 inches or less.

Damage Liability

Section 5.02. Each Owner shall be liable to the Association for all damage to the Common Area or other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or his or her family, guests, employees, tenants, and invitees, to the extent that the damage is not covered by the casualty insurance obtained and maintained by the Association pursuant to Section 7.01 of this Declaration.

Exemption

Section 5.03. Declarant shall be exempt from the restrictions of Section 5.01 to the extent necessary to complete any construction work, sale activities, of additions to or affecting the Project. This exemption includes, but is not limited to, maintaining Units as models, placing advertising signs on the Property, and generally using Project lots and the Common Area to carry on construction activity.

Equitable Servitudes

Section 5.04. The covenant and restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

ARTICLE VI. ARCHITECTURAL AND DESIGN CONTROL

Architectural and Design Approval

Section 6.01. Additions to or remodeling of a structure which extends beyond the original footprint of the Project is prohibited. No building, addition, wall, fence or alteration, including exterior painting, shall be commenced, constructed, maintained, or permitted to remain on any lot or Unit, or on the Common Area, until complete plans and specifications of the proposed work have been submitted to and approved by the Architectural Control Committee. The Committee shall review the plans and specifications to determine whether they are compatible with the standards of design, construction, and quality of the Project and, if they are not, shall require the changes by made before approval.

Architectural Control Committee

Section 6.02. The Architectural Control Committee shall consist of three members, folined as follows:

(a) The Declarant shall appoint all of the original members and all replacements until the first anniversary of the issuance of the original final public report for the Project. Further, Declarant may reserve the power to appoint a majority of the Committee until 90 percent of all Units have been sold or until the fifth anniversary date of the original issuance of the final public report for the Project, whichever occurs first. After one year from the date of the issuance of the final public report for the Project, the Board shall have the right to appoint one member to the Committee, until 90 percent of the Units have been sold or until the fifth anniversary date of the

original issuance of the final public report for the Project, whichever occurs first. Thereafter, the Board shall have the right to appoint all of the members of the Committee.

(b) The term of the initial appointees shall be one year. Thereafter, members shall serve two-year terms unless it becomes necessary to remove members appointed by Declarant in order to comply with Section 6.02(a), in which case the terms of all members shall end at that time, and the Board shall appoint a new Committee. Notwithstanding the above, all members of the Committee shall serve at the will of the party that appointed them, and may be removed by that party at any time with or without cause.

(c) The Committee shall meet as often as it deems necessary to properly carry out the obligations imposed on it, unless otherwise directed by the Board.

The Board of Directors

Section 6.03. All decisions of the Architectural Control Committee are subject to review by the Board of Directors and may be appealed to the Board. The Committee shall notify the Board of all violations of this Article and of any noncompliance with its rulings, or with the plans and specifications submitted to and approved by it. Thereafter, the Board shall take any actions it deems necessary, in accordance with the provisions of this Declaration.

ARTICLE VII. INSURANCE

Fire and Casualty Insurance

Section 7.01. The Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of all buildings and improvements in the Project and of all the Common Area. The amount

of coverage shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Declaration.

General Liability and Individual Liability Insurance

Section 7.02. The Association shall obtain and maintain one or more policies of insurance that must include coverage for general liability of the Association, and may provide coverage for the individual liability of Officers and Directors of the Association for negligent acts or omissions in that capacity. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion.

Other Association Insurance

Section 7.03. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association may also purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. This coverage shall be in an amount that is at least equal to estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager at any given time during the term of each bond. The Association also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Project and a decision not to rebuild.

Trustee for Policies

Section 7.04. The Association, acting through its Board, is hereby appointed and shall be deemed trustee of the interests of all named insured under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for the repair or replacement of the property for which the insurance was carried or for the purposes described in Article VIII of this Declaration. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements.

Individual Insurance

Section 7.05. Each Owner may separately insure the interior of his or her Unit and personal property. Each Owner may obtain and maintain personal liability and property damage liability insurance for his or her Unit, provided that the insurance contains a waiver of subrogation rights by the carrier as to the other Owners, the Association, Declarant, and the institutional First Mortgagees of the Owner's Unit.

Insurance Premiums

Section 7.06. Insurance premiums for any insurance coverage obtained by the Association shall be included in the regular assessments. That portion of the regular assessments necessary for the required insurance premiums shall be used solely for the payment of the premiums when due.

ARTICLE VIII. DAMAGE OR DESTRUCTION

Duty to Restore and Replace

Section 8.01. If any of the improvements in the Common Area are destroyed or damaged, the Association shall restore and replace the improvements, using the proceeds of insurance maintained pursuant to Article VII of this Declaration, subject to the provisions of this Article.

Proceeds Justifying Automatic Restoration and Repair

Section 8.02, If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are equal to at least 85 percent of the estimated cost of restoration and repair, the Board shall use the insurance proceeds for that purpose, shall levy a special assessment to provide the necessary additional funds, and shall have the improvements promptly rebuilt, unless the Owners by the vote or written consent of not less than 75 percent of the total voting power of each class of Owners object to the restoration or repair work within 60 days of the damage or destruction.

Approval by Owners of Special Assessment for Certain Restorations and Repairs

Section 8.03. If the proceeds of any insurance maintained pursuant to Article VII of this Declaration for reconstruction or repair of the Property are less than 85 percent of the estimated cost of restoration and repair, any restoration and repair work must be authorized by the vote or written consent of Owners representing at least 75 percent of the total voting power of each class of Owners and beneficiaries of at least 75 percent of the First Mortgages on Units in the Project.

This authorization must be given within 60 days of the damage or destruction, and must authorize the Board to levy a special assessment to provide the necessary funds over and above the amount of any insurance proceeds available for the work.

Ordering Reconstruction or Repair

Section 8.04. If reconstruction or repair work is to take place pursuant to this Article, the Board shall take the following steps:

(a) Prepare the necessary documents, including an executed and acknowledged certificate stating that damage has occurred, describing it, identifying the improvement suffering the damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, stating (if applicable) that the consent described in Section 8.03 has been obtained, and reciting that the certificate is recorded pursuant to this paragraph. That declaration shall be recorded with the Recorder of Santa Cruz County within 90 days from the date of the damage or destruction.

(b) Obtain firm bids (including the obligation to obtain a performance bond) from two and more responsible contractors to rebuild the Project in accordance with its original plans and specifications and, as soon as possible thereafter, call a special meeting of the voting Owners to consider the bids. If the Board fails to do so within 60 days after the casualty occurs, any Owner may obtain the bids and call and conduct the special meeting in the manner required by this paragraph. At the meeting, Owners representing at least 67 percent of the total voting power may elect to reject all of the bids and thus not to rebuild, or Owners representing at least 51 percent of the total voting power may elect to reject all bids requiring amounts exceeding the

available insurance proceeds by more than \$500. Failure to reject all bids shall authorize the Board to accept the un-rejected bid it considers most favorable. Failure to call the special meeting or to repair the casualty damage within 12 months from the date the damage occurred shall be deemed for all purposes to be a decision not to rebuild.

(c) If a bid is accepted, the Board shall let the contract to the successful bidder and distribute the insurance proceeds to the contractor as required by the contract.

(d) Levy a special assessment to make up any deficiency between the total insurance proceeds and the contract price for the repair or rebuilding, with the assessment and all insurance proceeds, whether or not subject to liens of mortgagees, to be used solely for the rebuilding. This assessment shall be apportioned equally to each Unit for any damage or destruction to the Common Area. For any damage or destruction to improvements on one or more Units, every Owner shall pay a proportionate share based on the relative square footage of the living area. If any Owner fails to pay the special assessment within 15 days after it is levied, the Board shall enforce the assessment in the manner described in Section 4.09 of this Declaration.

Election Not to Rebuild

Section 8.05. On an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners, shall execute and record a certificate stating that the Association shall not rebuild. The Board shall also sell the entire Project on terms acceptable to the Board and free from the effect of this Declaration, which shall terminate on the sale. The net proceeds shall then be distributed to the Owners and their respective Mortgagees proportionately according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal. That appraisal shall be performed by an independent appraiser who shall

be selected by the Association and who shall be a member of, and apply the standards of, a nationally recognized appraiser organization.

All insurance proceeds available for restoration or repair shall be distributed to the Owners equally.

Minor Restoration and Repair Work

Section 8.06. The Association shall order restoration or repair work without complying with the other provisions of this Article whenever the estimated cost of the work does not exceed \$2500. If insurance proceeds are unavailable or insufficient, the Association shall levy a special assessment for the cost of the work. The Assessment shall be levied in the manner described in Section 4.05 of this Declaration.

ARTICLE IX. EMINENT DOMAIN

Definition of Taking

Section 9.01. As used in this Article, "taking" means condemnation by any governmental agency having the power of eminent domain or by sale under threat of the exercise of that power. **Sale to Condemning Authority**

Section 9.02. If a governmental agency proposes to condemn all or a portion of the Project, the Association may sell all or any portion of the Project to the condemning authority if all Owners and institutional Mortgagees consent in writing to the sale. Any such sale shall be made by the Association in the capacity of attorney-in-fact for the Owners, acting under an irrevocable power of attorney which each Owner grants to the Association by accepting a Townhouse. The sales price shall be any amount deemed reasonable by the Board.

Total Sale or Taking

Section 9.03. A total sale or taking occurs when (1) there is a permanent taking or a sale to a condemning authority by the Association pursuant to Section 9.02 of an interest in all or part of the Common Area or of all or part of one or more Units, which substantially and adversely affects the ownership, operation, and use of the Project in accordance with the provisions of this Declaration; and (2) 120 days have passed since the effective date of the taking and the Owners whose Units remain habitable after the taking ("Remaining Units") have not by affirmative vote of a majority of their entire voting interest approved the continuation of the Project and the repair, restoration, and replacement to the extent feasible of the Common Area and the Remaining Units. Within 60 days after the effective date of any sale or taking which in the opinion of the Board would constitute a total sale or taking, the Board shall call a special meeting to determine whether or not the Owners of the remaining units will continue the Project as provided in this Section. If there is a total sale or taking, the Board shall distribute the proceeds of the total sale or taking and the proceeds of any sale pursuant to a partition action, after deducting all incidental fees and expenses related to the taking or partition, to all Owners and their Mortgagees in accordance with the court judgment or the agreement between the condemning authority and the Association, if any such judgment or agreement exists. In all other cases, the proceeds shall be distributed among the Owners and their respective Mortgagees according to the relative values of the condominiums affected by the condemnation as defined by independent appraisal. That appraisal shall be performed by an independent appraiser who shall be selected by the Association and who shall be a member of, and apply the standards of a nationally recognized appraiser organization.

Partial Sale or Taking

Section 9.04. A partial sale or taking occurs if there is a sale or taking that is not a total sale or taking as defined in Section 9.03. The proceeds from any sale or taking shall be disbursed in the following order of priority, which shall be incorporated into any court judgment of condemnation or agreement between a condemning authority and the Association:

(a) To the payment of related fees and expenses.

(b) To Owners of Townhouses that have been sold or taken and their respective Mortgagees, as their interests may appear, in an amount up to the fair market value of the Townhouse as that value is determined by the court in the condemnation proceeding or, in the absence of such a determination, by an appraiser selected in the manner described in Section 9.03. Such a payment shall immediately terminate the recipient's status as an Owner, and the Board, acting as the attorney-in-fact of the remaining Owners, shall amend this Declaration and any other documents, as appropriate, to delete the sold or taken Townhouses from the Project and to allocate the former Owner's undivided interest in the Common Area to the remaining Owners, on the basis of their relative ownership of the Common Area. Each Owner whose interest is terminated pursuant to this Section shall, at the request of the Board and expense of the Association, execute and acknowledge any deed or other instrument that the Board deems necessary to evidence the termination.

(c) To the payment of severance damages to First Mortgagees of record of remaining units affected by the partial sale or taking, to the extent that the Mortgagees can prove that their security has been impaired by the taking.

(d) To the repair, restoration, and replacement of the Common Area and any portions of the Remaining Units that the Owners are not obligated to restore, to the extent feasible.

ARTICLE X. RIGHTS OF MORTGAGEES

Warranty

Section 10.1. Declarant hereby warrants that Mortgagees of Units in the Project shall be entitled to the rights and guaranties set forth in this Article. No amendment of this Article shall affect the rights of the holder of any First Mortgage recorded prior to the recordation of the amendment who does not join in the execution of the amendment.

Subordination

Section 10.2. Notwithstanding any other provision of this Declaration, liens created under Section 4.09 of this Declaration on any Unit shall be subject and subordinate to, and shall not affect the rights of the holder of, the indebtedness secured by any recorded First Mortgage on such an interest made in good faith and for value, provided that any transfer of a Unit as the result of a foreclosure or exercise of a power of sale shall not relieve the new Owner from Liability for any assessments that become due after the transfer. Such a transfer shall extinguish the lien of assessments that were due and payable before the transfer of the Unit.

Inapplicability of Right of First Refusal

Section 10.3. Should any of the Association's Governing Instruments provide for a "right of first refusal," this right shall not impair the rights of a First Mortgagee to:

- (a) Foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage;
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or

- (c) Interfere with a subsequent sale or lease of a Unit so acquired by the Mortgagee.

Notice of Default

Section 10.04. A First Mortgagee, on request, will be entitled to written notification from the Association of any default in the performance by the Mortgagor of any obligation under the Association's Governing Instruments that is not cured within 60 days.

Unpaid Assessments

Section 10.05. Any First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for the Unit's unpaid assessments that accrue before the acquisition of title to the Unit by the Mortgagee.

Mortgagee Approval of Material Amendments

Section 10.06. Notwithstanding Article XII of this Declaration, any amendments governing any of the following shall require the prior written approval of at least 51 percent of the First Mortgagees and at least 67 percent of the total voting power of the Owners:

- (a) Voting;
- (b) Rights to use the Common Area;
- (c) Reserves and responsibility for maintenance, repair, and replacement of the Common Area;
- (d) Boundaries of any Unit;
- (e) Owners' interests in the Common Area;
- (f) Conversion of Units into Common Area or Common Area into Units;
- (g) Leasing of Units;

(h) Establishment of self-management by the Association, when professional management has been previously required by any First Mortgagee or any insurer or governmental guarantor of a First Mortgage;

(i) Annexation, addition, or withdrawal of real property to or from the Project;

(j) Assessments, assessment liens, or the subordination of these liens;

(k) Casualty and liability insurance or fidelity bonds; or

(l) Any provisions expressly benefiting First Mortgagees or insurers or governmental guarantor of first mortgages.

Notwithstanding the above, any first Mortgagee who receives a written request from the Board to approve a proposed amendment or amendments requiring consent under this Section who does not deliver a negative response to the Board within 30 days of the receipt of the request shall be deemed to have approved the proposed amendment or amendments.

Mortgagee Approval of Other Actions

Section 10.07. Unless at least 67 percent of the First Mortgagees (based on one vote for each First Mortgage owned), or 67 percent of the Owners other than Declarant, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Project;

(b) Change the pro rata interest or obligations of any individual Unit for either of the following purposes, unless the change is due to an annexation pursuant to Article XI of this Declaration:

(1) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) Determining the pro rata share of ownership of each Unit in the Common Area and the improvements thereon;

(c) Partition or subdivide any Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area unless due to an annexation pursuant to Article XI of this Declaration (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause); or

(e) Use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Area) for other than the repair, replacement, or reconstruction of that property, except as provided by statute in case of substantial loss to the Units and/or Common Area of the Project.

Liens

Section 10.08. All taxes, assessments, and charges that may become liens prior to the First Mortgage under local law, shall relate only to the individual Units and not to the Project as a whole.

Priority

Section 10.09. No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of the First Mortgagee of the Unit pursuant to its Mortgage in the case of a distribution to the Owner of insurance proceeds or condemnation awards for losses to, or a taking of, all or a portion of a Unit or Units and/or the Common Area.

Reserve Fund

Section 10.10. Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis. The reserve fund shall be funded by the regular assessments rather than by special assessments.

Management

Section 10.11. Any agreement for professional management of the Project shall not exceed three years and shall provide that either party may terminate the agreement, with or without cause and without the imposition of a termination fee, on 90 days' written notice. The approval of holders of at least 75 percent of First Mortgages shall be obtained before the Association terminates a professional management agreement.

Right to Inspect Books and Records

Section 10.12. Institutional First Mortgagees, on written request, shall have the right to (1) examine the books and records of the Association during normal business hours and (2) require the submission of any financial data furnished to the Owners by the Association.

Payments by Mortgagees

Section 10.13. First Mortgagees may, jointly or severally, pay taxes or other charges that are in default and that may or have become a charge against the Common Area, and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area, and First Mortgagees making these payments shall be entitled to immediate reimbursement from the Association.

Right to Furnish Mortgage Information

Section 10.14. Each Owner hereby authorizes the First Mortgagee of a First Mortgage on the Owner's Townhouse to furnish information to the Board concerning the status of the First Mortgage and the loan that it secures.

ARTICLE XI. ANNEXATION OF ADDITIONAL PROPERTY

Additions by Declarant

Section 11.01. Declarant shall have the right to add all or any portion of the real property described in Exhibit A to the Project, pursuant to a plan of phased development submitted to the California Real Estate Commissioner, at any time before the third anniversary of the original issuance of the most recently issued final subdivision public report for the most recent phase of the Project. This election shall be made by the recordation of a supplemental declaration ("Supplemental Declaration"). The Supplemental Declaration shall describe the real property to be annexed, and shall state that the property described in it is being annexed to the Project pursuant to Article XI of this Declaration. The Supplemental Declaration may also set forth any additional covenants, conditions, restrictions, reservations, and easements that Declarant deems appropriate for that phase of development.

Other Additions

Section 11.02. In addition to real property annexed by the Declarant, real property may be annexed to the Project and brought within the general plan and scheme of this Declaration by the approval by vote or written consent of at least 67 percent of the total voting power of the Association.

Rights and Obligations of Owners of Annexed Property

Section 11.03. On the recordation of the Supplemental Declaration, the real property described in it shall be part of the Project and subject to all provisions of this Declaration in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of Owners of Townhouses within the annexed property shall be the same as if the annexed property were originally covered by this Declaration; provided, however, that their voting rights shall not commence until the date of commencement of the regular assessments for their Townhouses. The commencement of assessments on the annexed real property shall be governed by Section 4.07 of this Declaration.

Reciprocal Easements

Section 11.04, Declarant hereby reserves, for the benefit of and appurtenant to the Townhouses located in any phase of development annexed to the first phase of this Project and their respective Owners, reciprocal easements to use the Common Area (other than any buildings or Exclusive Use Common Areas) in the first phase pursuant to and in the manner set forth in this Declaration. Declarant hereby grants, for the benefit of and appurtenant to the Townhouses in the first phase of this Project and their Owners, a nonexclusive easement to use the Common Area (other than any buildings or Exclusive Use Common Areas) in each phase of development annexed to the first phase, pursuant to and in the manner set forth in this Declaration. These reciprocal easements shall be effective as to any annexed real property on the first close of escrow for the sale of a Townhouse in the annexed property.

ARTICLE XII. AMENDMENTS

Amendment or Revocation Before Close of First Sale

Section 12.01. At any time before the close of the first sale of a Townhouse to a purchaser other than Declarant, Declarant and any Mortgagee of record may, by executing an appropriate instrument, amend or revoke this Declaration. The executed instrument shall be acknowledged and recorded in the Office of the Recorder of Santa Cruz County.

Amendments by Owners After Close of First Sale

Section 12.02. At any time after the close of the first sale of a Townhouse to a purchaser other than Declarant, this Declaration may be amended by the vote or written consent of Owners representing not less than 60 percent of the voting power of each class of Owners of the Association. If only one class of membership exists at the time an amendment is proposed, then it must be approved by not less than 60 percent of the voting power of the Association, which shall include at least a majority of the votes residing in Owners other than Declarant. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision.

An amendment becomes effective after (1) the approval of the required percentage of Owners has been given, (2) that fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association, and (3) that writing has been recorded in Santa Cruz County.

Amendments Pursuant to Court Order

Section 12.03. If this Declaration requires a proposed amendment to be approved by the affirmative vote of a specified percentage (exceeding 50%) of the votes in the Association or of Owners having a specified percentage (exceeding 50%) of the votes in more than one class (a "super majority"), and more than 50 percent but less than the required supermajority of the votes approve the amendment, the Association or any Owner may petition the Superior Court of the County of Santa Cruz, subject to the requirements, limitations, and exceptions set forth in Civil Code Section 1356, for an order reducing the percentage of the affirmative votes necessary for the amendment or approving the amendment. If such an order is issued, the amendment shall be acknowledged by any person designated by the Association for that purpose or, if no such designation is made, by the President of the Association and that person shall have the amendment and the court order recorded in Santa Cruz County. On recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement imposed by this Declaration, and the other governing documents. Within a reasonable time after recordation, the Association shall mail a copy of the amendment and a statement regarding the amendment to each Owner.

Deletion of Construction or Marketing Provisions

Section 12.04. Notwithstanding any other provision of this Declaration, the Board may, under the circumstances describe in this Section, adopt an amendment deleting from this

Declaration any provision that was unequivocally designed and intended, or that by its nature could only have been designed or intended, to facilitate Declarant in completing the construction or marketing of the Project. To be subject to this amendment procedure, the provision must provide for access by Declarant over or across the Common Area for the purposes of (1) completion of construction of the Project and (2) the erection, construction, or maintenance of structures or other facilities designed to facilitate the completion of construction or marketing of Units. Such an amendment may be adopted only after Declarant has completed construction of the Project, has terminated construction activities and has terminated his or its marketing activities for the sale or other authorized disposition of the Units. At least 30 days prior to taking action to adopt such an amendment, the Board must mail to all Owners, by first-class mail, the following: a copy of the proposed amendment; and a notice of the time, date and place of the meeting at which the Board will consider adoption of the amendment. All deliberations of the Board on the proposed amendment must be conducted at that meeting. The meeting must be open to all Owners, and the Owners must be given an opportunity at the meeting to comment on the proposed amendment. The Board may not adopt the amendment unless (1) a quorum is present at the meeting, (2) the meeting is conducted in accordance with provisions of Civil Code Section 1355.5 of the Nonprofit Mutual Benefit Corporation Law, and (3) Owners casting a majority of the votes at the meeting approve the amendment. For these purposes, "quorum" means more than 50 percent of the Owners who own no more than two Units in the Project.

Prior Approval of Commissioner

Section 12.05. When required under Business and Professions Code Section 11018.7, the prior written consent of the Real Estate Commissioner shall be obtained prior to submitting a proposed amendment to this Declaration to the vote of the Owners.

ARTICLE XIII. GENERAL PROVISIONS

Term

Section 13.01 The provisions of this Declaration shall continue in effect for a period of 10 years from the date of execution. Thereafter, it shall be automatically extended for successive period of 10 years, until the membership of the Association decides to terminate it.

Non-waiver of Remedies

Section 13.02. Each remedy provided for in this Declaration is separate, distinct and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Attorneys' Fees

Section 13.03. In any action to enforce this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Severability

Section 13.04. The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or un-enforceability of any one provision shall not affect the validity or enforceability of any other provision.

Binding

Section 13.05. This Declaration, and any amendment to it and any valid action or directive made pursuant to the Declaration, shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Interpretation

Section 13.06. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan of the development and operation of a townhouse project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration.

Limitation of Liability

Section 13.07. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in his or her Unit with respect to obligations arising from and after the date of the divestment.

Fair Housing

Section 13.08. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation.

"Specific Restrictions"

- a. No additions to or remodeling of a structure which extends beyond original foot print.
- b. Satisfactory provisions to create obligations and a method to amortize and pay (together with lien rights) the maintenance and repair of exterior fences and walls driveways and sidewalks, include the street trees.
- c. Requirement that garages interiors not be converted to or used of any purpose which interferes with parking of the number of motor vehicles for the garages were designed, and no temporary storage shall be allowed which would interfere with the parking of said vehicles.
- d. Architectural review, which shall include the regulation of exterior paint colors. (CDD-P CAT)

Section 13.09. As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of the Declaration, and shall not affect the interpretation of any provision.

Executed on June 30, 2020 at Watsonville, Santa Cruz County, California.

DECLARANT

Shawki Deyn Properties, LLC
A California Limited Liability Company

By MF

Raeid Farhat



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4445297
Premium: \$26,235.00



WHEREAS, Shawki Deyn Properties, LLC (herein designated as "Principal"), and City of Watsonville (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, and identified as project Kamilah Deyn Townhomes, Tract No. 1592, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Million Five Hundred Forty-Nine Thousand dollars (\$ 1,549,000.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on April 22, 2021.

Principal

Address of Principal:

734 E LAKE AVE #9

WATSONVILLE, CA 95076

Shawki Deyn Properties, LLC

By: 

Address of Surety:

3131 Camino del Rio N., Suite 1450

San Diego, CA 92108

619-400-4100

Surety

SureTec Insurance Company

By: 

Ester Ramirez-Sadusky, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Ester Ramirez-Sadusky, Hope Eaves Olsen

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of April, 2021.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

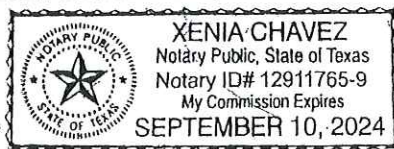
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 7th day of April, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:

Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of April, 2021.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510031
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 04/22/2021 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Ester Ramirez-Sadusky,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

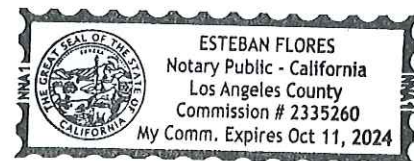
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 4445297

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 04/22/2021

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



3131 Camino del Rio N., Suite 1450
San Diego CA 92108
(800) 288-0351

MAINTENANCE BOND
(California)

KNOW ALL BY THESE PRESENTS that

Shawki Deyn Properties, LLC
734 E LAKE AVE #9
WATSONVILLE, CA 95076

Project: Kamilah Deyn Townhomes, Tract No. 1592 as Principal, and



SureTec Insurance Company

a corporate surety licensed to write bonds in the State of California as Surety, are held and firmly bound unto

City of Watsonville
250 Main Street, 4th Floor
Watsonville, CA 95076 as Obligee

in the amount of One Hundred Fifty-Five Thousand Dollars, for the \$155,00.00 payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns firmly by these presents. The combined aggregate liability of the Surety shall be limited to the above stated sum, not withstanding anything to the contrary in the below stated Contract.

WHEREAS, the said Principal has completed, and Obligee has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) the Contract Work; and

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of one year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Contract Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of one year (s) from and after date of substantial completion of the Contract Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.


Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than one year after the date of the earliest timely notice of defect by Obligee to Surety; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.


The terms and conditions of this Bond shall be binding upon Principal, Obligee, and Surety, and their respective successors and permitted assigns. Obligee may not assign this Bond or any rights hereunder without the express written consent of Surety.

Signed and sealed this 22nd day of April, 2021.

Principal: Shawki Deyn Properties, LLC

Signature 
Name Mayra Monaca RAED FARUK
Title _____

SureTec Insurance Company

Signature 
Name Ester Ramirez Sadusky
Title Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Ester Ramirez-Sadusky, Hope Eaves Olsen

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of April, 2021.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

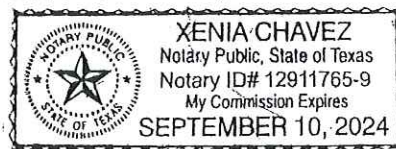
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 7th day of April, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:

Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of April, 2021.

SureTec Insurance Company

By:

M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510031
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 04/22/2021 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Ester Ramirez-Sadusky,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

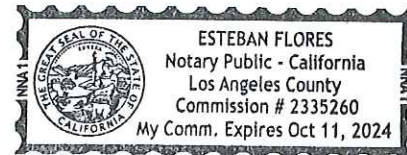
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CF

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 4445297

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 04/22/2021

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Securely attach this document to the signed document



LABOR AND MATERIAL'S BOND
(Subdivision Improvements)



Bond No. : 4445297

Premium: Included in Performance Bond

WHEREAS, Shawki Deyn Properties, LLC (herein designated as "principal"), and City of Watsonville (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, and identified as project Kamilah Deyn Townhomes, Tract No. 1592, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Watsonville to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Watsonville and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of Two Hundred Sixty-Five Thousand dollars (\$265,000.00), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on April 22, 2021.

Principal

Address of Principal:

734 E LAKE AVE #9

WATSONVILLE, CA 95076

Shawki Deyn Properties, LLC

By: 

Address of Surety:

3131 Camino del Rio N., Suite 1450

San Diego, CA 92108

619-400-4100

Surety

SureTec Insurance Company

By: 

Ester Ramirez-Sadusky, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Ester Ramirez-Sadusky, Hope Eaves Olsen

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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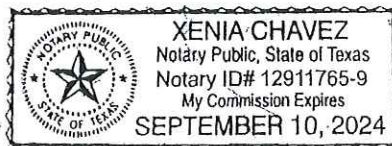
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 7th day of April, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:

Xenia Chavez, Notary Public
My commission expires 9/10/2024

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M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

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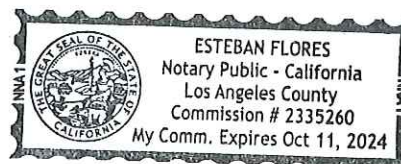
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Signature of Notary Public

(Notary Seal)



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(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages three Document Date 04/22/2021

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(Additional information)

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- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
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- Securely attach this document to the signed document

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521, CLERICAL TECHNICAL UNIT FOR THE TERM BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2022

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and the Service Employees International Union, Local 521, Clerical Technical Unit, in accordance with provisions of the Miliias-Myers-Brown Act (Section 3500 et seq. of the Government Code), City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith with reference to the matters set forth in a Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Council of the City of Watsonville after reviewing the Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

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

That the Memorandum of Understanding between the Municipal Employee Relations Officer and the Service Employees International Union, Local 521, Clerical Technical Unit, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified for the term beginning January 1, 2021, and ending December 31, 2022, or until a new agreement has been executed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 521
CLERICAL TECHNICAL
AND
THE CITY OF WATSONVILLE
2021 - 2022**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521
CLERICAL TECHNICAL
AND
THE CITY OF WATSONVILLE
2021 - 2022**

This Memorandum of Understanding sets forth the agreement between the representatives of Service Employees International Union Local 521 Clerical Technical Unit and the representatives of the City of Watsonville on all matters contained herein for employees of the City of Watsonville in the Clerical Technical Unit. The parties hereto agree to jointly recommend to the City Council of the City of Watsonville that one or more resolutions be adopted effectuating the following changes in the salaries, benefits, and other terms and conditions of employment for said employees in the Clerical Technical Unit.

This Agreement shall become effective, January 1, 2021, and shall terminate December 31, 2022.

All benefits currently in effect and not modified by this Agreement shall remain in effect for the term of this Agreement, except as provided herein.

1.0 RECOGNITION

- 1.1 Pursuant to the Meyers-Milias-Brown Act and the City's personnel rules and regulations, the Watsonville Clerical/Technical Employees Union, affiliated with Service Employees International Union, Local 521 (hereinafter referred to as the Union), is hereby recognized as the exclusively recognized employee organization for represented Unit employees. This bargaining unit is formally titled the Clerical/Technical Unit. Classifications in the bargaining unit are listed in Appendix B.

2.0 NON-DISCRIMINATION

- 2.1 The City and the Union agree that there will be no discrimination against any person employed or applying for employment because of race, color, religion, physical handicap, medical condition, national origin, ancestry, sex, age, sexual preference. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunities as provided for in Federal and State requirements. There will be no coercion, intimidation or discrimination against any bargaining unit employee for exercising his/her right to form, join and participate in the activities of the Union, nor shall there be coercion, intimidation or discrimination against any bargaining unit employee for exercising his/her right not to join or participate in the activities of the Union.

3.0 LABOR MANAGEMENT COMMITTEE

The Employer and Union shall appoint an equal number of representatives, but not to exceed three (3) to the labor-management committee. In order to address and discuss issues of concern, the Employer and Union agree to hold a Labor Management Committee meeting quarterly during the year, the first meeting starting approximately three months after the close of the fiscal year. Additional meetings can be scheduled upon mutual agreement. Fourteen days prior to the agreed upon meeting date, both parties will submit items for an agenda. If there are no items presented for discussion fourteen days prior to the meeting, the meeting will be cancelled. The parties agree to conduct these meetings in an open and respectful manner to discuss and potentially address issues important to the parties.

4.0 UNION SECURITY

4.1 Memorandum of Understanding - Distribution

The City will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization. The City will provide that person with a copy of the current Memorandum of Understanding.

4.2 Union Deductions

A. The City shall honor the terms of the employee's authorization, for example, any terms of a membership and deduction authorization card the Union has supplied the employee. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.

B. The Union dues or deductions shall be deducted on each pay period of each month and will be remitted to the Union, along with a list of the employee numbers and names within 5 (five) work days of pay day. This deduction report shall be submitted in writing with the union dues payment.

D. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required, by this Section, no such deduction shall be made for that period.

E. All Union deductions shall automatically resume upon an employee's return to work from a leave of absence without pay (to include unpaid FMLA).

F. Requests to authorize dues/other deduction shall be directed to the Union rather than the City. Requests to revoke or change the authorization shall also be directed to the Union rather than the City. The City shall rely on the

Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.

G. The Union shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

H. The Union shall indemnify the City for any claims made regarding such deductions.

4.3 Union Notification

Except in cases of bona fide emergencies, the Union shall be given reasonable advance written notification of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or management and shall be given the opportunity to meet and confer with the City representatives prior to its adoption.

For vacancies, the City will make every effort to E-Mail all job flyers to employees in addition to maintaining the City's current circulation and posting practice.

4.4 Bulletin Boards

The Union shall be provided reasonable designated places on City bulletin boards which do not interfere with the City's official use of the bulletin board.

The Union agrees that notices posted on bulletin boards shall not contain anything which may be construed as maligning and/or derogatory to the City or its representatives.

The Union shall be responsible for placement of and removal of outdated posted material.

4.5 Time Off for Union Officials

During the term of this agreement, a reasonable number (not to exceed four) of Union members shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representatives providing there is no disruption of work in the employee's division. The Union shall notify the City Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.

4.6 Bargaining Unit Employee Information

A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union each month with the following information: Full Name, Employee Number, Job Classification, Bargaining Unit, Department, Work Location (department name and location of employee), Work Phone, Work Email (if available), Personal Email Address, Home Address, Mailing Address, Home Phone, Cellular Phone, Date of Hire and Employment Status (to include date of separation, retirement, etc.). This list should be sent in an electronic format that both the Union and the City agree upon.

4.7 Union Stewards

The Union shall be authorized to designate four (4) employees within the unit as stewards and must furnish a list of these stewards to the Human Resources Department on an annual basis. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation in the filing or processing of grievances or disciplinary appeals as long as there is no interruption of work in the employee's division. Stewards must first obtain permission through appropriate management channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure.

Union Stewards are responsible for the full and timely completion of their workload.

Under this section, Stewards are considered Union Representatives except for official notification purposes which must include the paid Union representatives.

Time spent in the meet and confer process is not considered to be steward work for the purposes of this section.

4.8 Visits By Authorized Union Representatives

With prior notice to the appropriate Manager, authorized Union representatives shall have access to City employees during off duty time in the non-work hours of City facilities for the purpose of conducting Union business.

With prior notice to the appropriate Manager, paid staff of the Union shall be allowed reasonable access to employees during the work period and at the work location to investigate and/or represent employees within the Unit in a grievance or appeal matters.

With prior notice to the appropriate Manager, brief, incidental contacts to distribute notices/information, etc., may be allowed during work time only if there is no disruption of work.

4.9 Union Orientation

The City shall allow union representative(s) and/or Union Steward(s) release time to provide a union orientation up to thirty (30) minutes to represented employees. The City and the Union representative(s) shall not malign either party, its employees or officials. The City will permit each employee scheduled work time to attend the thirty-minute union orientation, if provided after hire date.

5.0 COMPENSATION

5.1 Salary Adjustments

- 5.1.1 Effective the beginning of the first full pay period after ratification by the Union and City Council approval, each step in the salary range for all employees shall be increased by 2.0% cost of living increase.
- 5.1.2 Effective the first full period after July 1, 2022, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.
- 5.1.3 **One Time Pandemic Relief**
On the first full pay period after City Council approval and union ratification, all SEIU members shall receive a \$1,300 one-time payment in recognition of the unique workplace challenges brought upon by the pandemic. For employees hired after April 1, 2020 this one-time payment will be pro-rated by months of service. Payments will also be prorated for .50 FTE and .75 FTE employees.

5.2 Other Compensation

- 5.2.1 **Step Increases for Employees in the Competitive Service:**
 - a. The first step is the minimum rate and shall normally be the hiring rate for the class.
 - b. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is considered for hire, the City Manager may authorize hiring at any step.
 - c. Salary advancement shall be predicated upon merit as established by the employee's performance. Except as otherwise provided in this rule, each regular employee may receive a step increase within the salary range for his/her classification at the end of each year of continuous service until he/she reaches top step, if justified by the employees performance.
 - d. In case of less than fully satisfactory performance, a step increase in salary will be withheld for regular employees. The Department Head shall submit to the Personnel Director in

writing at least sixty (60) days prior to the employee's anniversary date a recommendation approving the regular step increase.

Denial of a step increases shall be on a merit basis only. Step increases shall not be denied for disciplinary reasons and thus shall not be subject to disciplinary or other appeal. Employees may place in their personnel file a reasonable amount of rebuttal information to any step increase denial.

- e. Whenever possible, employees will be given ninety (90) days prior notice that their performance is not adequate to achieve an otherwise scheduled step increase. Employees whose step increases are delayed will receive quarterly evaluations with specific goals until such time as their performance has improved to merit the step increase.

All unit workers shall receive an annual evaluation.

5.2.2 Salary Upon Transfer or Promotion

The transfer of an employee shall not be cause for a change in salary. The salary of an employee who is promoted shall normally be set at the lowest step of the range for the new class which results in an increase of no less than five (5%) percent.

5.2.3 Temporarily Working Out Of Classification

In every City department subordinate employees are expected to act as relief for their superiors. Employees also may be assigned to a higher classification, which is vacant due to the absence or resignation of another employee. This provides training opportunities to help qualify employees to successfully compete for future promotion. Acting as relief for a lengthy period, however, should be recognized by added compensation since a higher level of continuing responsibility is involved.

Procedure. With prior management approval whenever a subordinate employee acts as relief and must perform substantially higher duties for a superior for more than fifteen (15) cumulative working days in a fiscal year, an appropriate salary adjustment shall be made pursuant to these rules. The salary adjustment shall become effective on the 16th day of the temporary assignment and shall not be retroactive. Upon returning to the responsibility of his/her normal position, salary shall be returned to the normal level.

This rule shall not apply to department head or mid-management personnel, except as determined individually by the City Manager.

Compensation for work out of classification will be the lower step in the higher salary range with pay which provides a minimum increase of five (5%) percent above the normal rate of pay for the employee.

5.3 Overtime

5.3.1 The regular work week for covered employees shall consist of forty (40) hours.

5.3.2 An employee shall be entitled to overtime compensation for all hours the employee is required to work in excess of the regularly scheduled work week.

5.3.3 Compensation for overtime shall be at a rate of one and one-half (1-1/2) times the regular rate of pay for hours worked over the 40-hour work period. At the employee's option, compensatory time may be selected in lieu of paid overtime.

5.3.4 Employees shall have the option of earning (accruing in a year) up to forty (40) hours of Compensatory Time Off (CTO) per year. CTO may be accrued to a maximum of forty (40) hours. However employees may exceed the forty (40) hours accrual limit upon Department Head approval. Upon request, an employee shall receive payment at his or her regular hourly rate for CTO accrued in excess of forty (40) hours. Payment shall be in the first pay period in December.

5.3.5 CTO shall accrue at the overtime rate of one and one-half (1-1/2) hours of CTO for each hour of overtime worked.

5.3.6 CTO leave shall be taken in conformance with established departmental and City leave policies.

5.3.7 Employees shall be entitled to overtime compensation for attendance of special training sessions when such special training is required by the City and the training requires attendance in excess of the regular forty (40) hours work week.

5.3.8 For purposes of overtime compensation, paid leave shall be considered as time worked.

5.3.9 On-Call Duty

Covered employees who are required to be on call shall be compensated at the rate of Two Hundred Ten Dollars (\$210) per week in addition to their regular pay.

Daily On-Call

Employees shall receive Thirty Dollars (\$30) per day for daily on-call which shall be assigned when it is anticipated that special circumstances may occur that would require periods other than the normal work hours. Notice regarding the need for on-call status would be given to employees as soon as such need is known but no later than eight (8) hours prior to the start of the on-call status period. On-call will first be assigned to volunteers in the classification deemed necessary for the on-call work. If there are insufficient volunteers, daily on-call will be assigned in inverse order of seniority.

Employees who are designated to be on-call weekly or daily must remain available to be contacted by phone and be able to report to work within a thirty (30) minute period. Duty assignment shall not be considered "hours worked" pursuant to the Fair Labor Standards Act.

Employees physically called back to work for overtime work which is not contiguous to their regular work shift shall receive a minimum of three (3) hours compensation at the appropriate rate of pay for all calls responded to within the 3 hour callback.

If employee, who was called back to work, and has completed his\her assignment and left work, is again called back to work, he\she will not receive another minimum if the time of return is within the previous callback minimum

Employees able to respond by phone or computer and are not required to report to the worksite will be paid for actual overtime worked at a minimum of 15 minutes (.25 hours) of overtime. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

5.3.10 Call Back

Call Back Duty is defined as work performed any time an employee accepts being called back to work after leaving the City work facility at shift end or during non-scheduled work time.

A. If the employee is able to respond by phone or computer and is not required to report to the worksite, then employee will be paid for actual overtime worked at a minimum of 15 minutes (.25 hours) of overtime beginning at the time of answering the call. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

B. If employee is required to report to the worksite, a minimum of three (3) hours of overtime shall be paid. If employee, who was

called back to work, and has completed his\her assignment and left work, is again called back to work, he\she will not receive another minimum if the time of return is within the previous callback minimum.

- 5.3.11 Whenever possible, the City will solicit volunteers from qualified available personnel before assigning overtime work.

5.4 Bilingual Pay

5.4.1 Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I bi-lingual premium pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City's bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and/or provide basic written translations on a regular and on-going basis, as certified by the Department Head

5.4.2 Level I (Oral and Written) Premium Pay:

- (a) For employees hired after January 1, 2007 the City shall pay a stipend of \$250/month, pro-rated for part-time employees.
- (b) Employees eligible for Level I Premium Pay before January 1, 2007 shall receive premium pay equal to five percent (5%) of his/her base salary. As of January 1, 2007, employees shall receive five percent (5%) capped as of that date, with the premium rounded to the nearest dollar. A list of each employee's premium pay under this section will be provided to the Union. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

5.4.3 Level I (Conversational Only) Premium Pay:

- (a) For employees who become eligible and received Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part time employees.
- (b) Employees currently receiving Level I Oral and Written Premium Bilingual Pay pursuant to Section 5.4.2(a)(b) shall continue to receive the premium pay.

5.4.4 Level II:

In addition to the Level I stipend for oral and written bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, city council minutes, inserts in city utility bills, etc.)

- (a) Level II Translators shall receive an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.

5.4.4 Testing:

The City will provide a bilingual test to interested and eligible members of this unit.

5.5 Retirement

5.5.1 Employee Contribution

Classic employees shall pay the full seven (7%) of the CalPERS employees contribution.

5.5.2 Retirement Plan

The City shall retain in effect the 2% at 55 retirement plan for Unit employees hired before July 1, 2011. The City shall continue in effect the current options including Government Code Section 20862.8 - Credit for Unused Sick Leave. The City plan includes Optional Death/Survivor Benefit pursuant to Government Code section 21548.

5.5.3 Two Tier Retirement Plan

The City shall provide the CalPERS 2% @ 60 retirement plan for employees hired on or after July 1, 2011 or upon effective date of CalPERS contract amendment including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Final compensation for employees hired on or after July 1, 2011 will be based on the average of the highest wages earned in any consecutive 3-year period.

5.5.4 PEPRA Tier Retirement Plan

Retirement Plan for new hires hired on or after January 1, 2013 through June 30, 2013 shall receive the following retirement plan:

- (a) 2% at 62 formula, or whichever formula is required by state law
- (b) 1% Employee Contribution

- (c) 6% Employer Paid share of Employee Contribution
- (d) Final compensation based the average of the highest wages earned in any consecutive 3-year period

Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the following CalPERS retirement plan for new employees and non-Classics hired on or after January 1, 2013 or as soon as administratively possible:

- (a) 2% at 62 formula
- (b) Pursuant to PEPRA, employees hired on or after January 1, 2013 shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate, whichever is lower.
- (c) Final compensation based the average of the highest wages earned in any consecutive 3-year period

5.6 Deferred Compensation

Members of this Unit may participate in the Deferred Compensation Plan currently in effect.

5.7 Early Retirement

Should the City wish to make available early retirement to Unit employees through CalPERS, it shall provide prior notice to the Union and, upon request, meet and confer prior to implementation.

5.8 Reclassification

Employees may request that their Department Head ask the City Human Resources Department to conduct a classification study on their job classification pursuant to the City Personnel Rules. Thereafter, such requests shall be made only during the month of January.

If the Department Head declines to make the request, they shall forward a copy of the employee's initial request and their denial to the City Personnel Officer. All employees shall receive response from the City as to the disposition of their reclassification request.

The City will complete any reclassification request accepted for study within six (6) months of its receipt.

The City shall notify the Union of any reclassification requests received by the Human Resources Department within the bargaining unit. Requests and/or initiation of studies shall be notified to SEIU 521 within fifteen (15) business days.

5.9 Education Pay

Employees shall be eligible for \$300 per year for an Associates Degree and \$600 per year for a Bachelor's degree on an annual basis effective the first full pay period after providing proof of degree to Human Resources.

In no case shall any eligible employee receive combined education incentive pay for possession of an associate degree and/or bachelor's degree. Employee shall receive the higher benefit of the two degrees possessed.

6.0 INSURANCE

6.1 Health Insurance

- 6.1.1 The City shall retain in effect current health insurance coverages for all Unit employees. The City shall contribute the following monthly amounts per full time employee towards health insurance coverages:

January 1, 2021	\$1,189.78
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For those employees in the following classifications the City shall contribute \$26 additional dollars per month towards health insurance coverage:

Accounting Assistant, Office Assistant II, Office Assistant I, Police Clerk I, Permit Clerk, Library Clerk, Recreation Leader.

- 6.1.2 If contribution increases are necessary for the 2018 and 2019 plan years, the City and Employees shall share increases equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above the \$45/month cap are subject to meet and confer process.

- 6.1.3 The City and employees agree to jointly participate in the City Employees Health Committee (CEHC) as outlined in the bylaws dated July 1992.

- 6.1.4 Regular part-time employees will be fully covered at the employee only level at the City's expense. The employee shall have the option of covering additional dependents at their own expense. This shall be determined by utilizing the three tier rate which the City has established for the COBRA and other purposes (less any surcharges). To cover one (1) dependent, the employee will pay the difference between the employee only rate and the employee plus one rate. To cover the family, the employee will pay the difference between the employee only rate and the full family rate under the three tiers.

The decision to cover family members shall be made during a one time election when this provision becomes effective.

Thereafter, employees may only add or delete family members in accordance with plan rules.

Regular part-time employees employed on or before December 1, 1998, in the thirty (30) hour category, shall continue to receive full health insurance benefits.

- 6.1.5 The Unit agrees to participate jointly with the City and other employees' groups in review of insurance coverages during the term of this agreement. Upon CEHC recommendations to change or modify insurance coverages, the parties agree to reopen negotiations on this issue only. The CEHC shall consider CalPERS, SEIU Health and Welfare Trust, Operating Engineers Trust or any other options suggested by the Union. Should changes occur due to insurance changes resulting in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.
- 6.1.6 Other than a qualifying event (i.e., birth of a child, divorce, death) an employee who chooses not to participate in the health plan will be subject to the recertification process as defined by the self-insured plan.

6.2 Workers' Compensation

- 6.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State Law.
- 6.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick, vacation and CTO leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.
- 6.2.3 The employee may also receive Fifty (\$50.00) Dollars per week extra disability coverage in lieu of accrued sick, vacation and CTO leave pay.
- 6.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
- 6.2.5 It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 6.2.3 above is to be implemented.
- 6.2.6 Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.

6.2.7 The Fifty (\$50.00) Dollar per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

6.3 Life Insurance

Upon ratification, the City will provide life insurance coverage of Fifty Thousand (\$50,000) Dollars per employee for the term of this agreement and Two Thousand (\$2,000) Dollars per dependents. If allowed by the City's Insurance Carrier, employees will be allowed to purchase additional insurance coverage at the group rate.

6.4 Long Term Disability Insurance

The City shall pay the monthly cost of Long Term Disability Insurance for all unit members for the term of the agreement.

6.5 State Disability Insurance

The City shall administer the voluntary payroll deduction collected for California State Disability Program (SDI). Unit members will participate in the State Disability Insurance Program at their own expense. Unit members shall not be required to exhaust paid leave prior to receiving State Disability Insurance payments. State Disability Insurance payments shall be integrated with existing paid leave, however, so that employee's net pay does not increase when receiving SDI. This program will be administered per SDI guidelines, Federal and State leave laws (such as FMLA, CRFA), and will comply with City policies regarding leaves outlined in Personnel Rules and Administrative Rules as well as with relevant MOU sections as it relates to available leaves, accruals, health benefits, etc.

7.0 LEAVES

All leaves provided in this section shall be granted to full time employees at the rates described. Regular part time employees shall receive paid leaves of absence on a prorated basis given the ratio of their actual work schedule to full time.

7.1 Vacation Leave

7.1.1 Each employee shall accrue vacation as specified below:

0 through 5 years of service - 12 days per year
6 through 12 years of service - 16 days per year
13 or more years of service - 20 days per year

7.1.2 Employees currently having more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum by December 31, 2017. After one year of service each employee will be expected to take during

each year the vacation to which he/she is entitled. After December 30, 2017, when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

Human Resources will notify employees by June 1 of each year if employees are at or above their maximum vacation accrual.

7.2 Holidays

There shall be fourteen (14) holidays per year as specified below:

January 1 (New Year's Day)
Martin Luther King's Birthday (Third Monday in January)
Lincoln's Birthday (Floating holiday)
Washington's Birthday (Third Monday in February)
March 31, known as "Cesar Chavez Day"
Memorial Day (Last Monday in May)
July Fourth
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day
Friday following Thanksgiving Day
December 24
Christmas Day (December 25)
December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

Employees not normally required to work on a holiday but who are directed to do so due to an operational need shall be compensated at one and one half (1 ½) times the employee's hourly rate of pay for each hour worked on the holiday. In addition, the employee shall receive his/her regular rate of pay.

Recognized holidays which occur while an employee is on paid vacation leave shall be charged as holiday leave and not affect the employee's vacation balance.

7.3 Sick Leave

7.3.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.

7.3.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of fifty (50%) percent of such excess on the first pay payroll in December. Upon a thirty (30) day notice from the employee, the employee may select CTO in lieu of a paid rate of 50% in excess of 125 days. Employees may donate hours in excess of 1,000 at the 50% rate to other employee's catastrophic leave accounts. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours).

7.3.3 Employee sick leave of up to one-half (1/2) of an employee's annual accrual (one-half of the annual accrual is currently 7 1/2 days) may be utilized for the care of immediate family in the event of an injury or illness in accordance with the City's current sick leave policy.

7.3.4 Employees shall cease accruing sick leave after eighty (80) consecutive hours on paid sick leave.

7.3.5 Personal Leave

Employees may use up to twenty-four (24) hours per calendar year of their accrued sick leave for the purpose of personal business which shall be subject to the same rules as vacation.

7.3.6 When an employee becomes ill while on vacation or other authorized leave (except leave without pay) or otherwise becomes eligible for sick leave benefits, his/her absence from the job for the period during which he/she is thus eligible for sick leave may be so charged. In such event the employee must notify his/her department head or supervisor not later than four (4) hours after the start of the workday and shall submit upon his/her return a licensed health care provider's certificate. In cases of bonafide emergency, the four (4) hour notice requirement may be waived.

After more than three (3) consecutive days of sick leave or upon reasonable suspicion of sick leave abuse after at least three sick days have been used from the employee's anniversary date, an employee may be required by the Department Head to submit satisfactory proof of illness or disability, i.e. a physician's certificate or a personal affidavit stating the cause of absence or attesting to the employee's inability to resume work.

7.3.7 Immediate Family. For the purposes of administering this section, the immediate family shall A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling. Where unusually close ties exist, the department head may determine other relationships to be included in this definition on a case-by-case basis.

7.4 Jury Duty and Leave for Attendance in Court

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

Any employee who during the time regularly required for their employment is compelled by subpoena to attend any hearing or trial for the purpose of testifying, may, with the approval of the department head, absent themselves from duty without loss of pay during the period they are required to remain in attendance at such hearing or trial, except that any such employee shall demand and obtain from the person who subpoenas from them any fee allowed by law or otherwise payable for such attendance in court, and shall promptly pay to the Finance Director the full amount of fee received for such attendance in court.

All employees shall receive their regular wages or salary during the time they are required to be absent from the duties of their position to attend any court in response to a summons for jury duty or while serving on a jury, but shall pay over to the City any fees, excluding mileage allowances received for such attendance or service.

Exceptions to this procedure may be made only with the prior authorization of the City Manager.

7.5 Rest Periods

Employees shall be allowed a 15-minute rest period during each four hours of regular work. Departments may make reasonable rules concerning the scheduling of same. Employees are responsible for taking rest periods and must alert their supervisor immediately if they believe they are unable to take a rest period. Rest periods not taken shall be waived unless the employee's supervisor prohibited the employee from taking a rest period. Rest periods cannot be taken at the beginning or end of shift or combined with a meal

period unless approved. This is not effective in periods of a bona fide emergency nature. Rest periods shall be considered work time.

7.6 Blood Donation

An employee may be granted paid release time of up to a maximum of one (1) hour, chargeable to sick leave for donating blood during regularly scheduled hours of work. The length of such leave must be approved by the supervisor and is dependent upon the nature and scheduling of the work performed and the travel distance required.

7.7 Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

7.8 Leave of Absence Without Pay

Upon the recommendation of the Department Head, the City Manager, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority, not to exceed twelve (12) months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed to be discharged. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

Department Heads may grant a regular or probationary employee leave of absence without pay, not to exceed one (1) calendar week. Such leaves shall be reported to the Personnel Director.

7.9 Maternity Leave

Female employees shall be granted a leave not to exceed four (4) calendar months upon presentation of proof of pregnancy. The non-compensated portion of the leave shall not be granted until the employee has exhausted all accrued vacation, compensatory and sick leave time except upon the authority of the Personnel Director. Maternity leave may be extended beyond four (4) months upon the request of the employee, the recommendation of the Department Head and the approval of the City Manager.

7.10 Family Care and Medical Leave Act:

7.10.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or have been notified of an impending order to active duty.

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reasons during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave if to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member make take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

7.10.2 An employee is eligible for leave if the employee:

1. Has been employed for at least 12 months; and,

2. Has been employed for at least 1,250 hours (1,040 hours for permanent part-time employees working between 20 and 30 hours per week) during the 12-month period immediately preceding the commencement of the leave.

7.10.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except employees do not have to exhaust sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave will run concurrently with family leave.

7.10.4 This section provides a benefit summary only. For further information, refer to the City's Administrative Rule on this subject.

7.11 Administrative Leave

Employees with more than twenty (20) years of service shall receive two (2) days of Administrative Leave upon reaching twenty years of service and each year thereafter. Unused administrative leave as of June 30 shall be paid off at a regular rate of pay for succeeding month.

Employer shall pro-rate Administrative Leave up to a maximum of 1.33 hours per month for eligible employees during the fiscal year for which an employee was employed before termination of City service.

8.0 **BEREAVEMENT LEAVE**

In case of death in the immediate family (as defined in section 7.3.7) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California. In cases involving out-of-state funerals or distances of more than 200 miles, an additional two (2) days of paid bereavement leave shall be granted. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

9.0 **MISCELLANEOUS**

9.1 Certificates:

The City shall provide necessary training for covered employees in order to satisfy mandatory certification requirements when such requirements are implemented subsequent to the employee being hired by the City and are necessary for the employee to maintain incumbent status in a given classification.

Any incumbent employee who obtains a certification in a grade above that required for the incumbent's certification level will receive Fifty dollars (\$50) per month per additional certification level up to a maximum of One Hundred Dollars (\$100) per month. For purposes of these higher than required certification levels discussed in this paragraph, the following job classifications are eligible to receive this additional certification pay:

Assistant Engineer
Code Enforcement officer
Code Enforcement Officer II
Development Review Technician
Life Safety Officer
Building Inspector
Permit Clerk

Employees promoting to new job classifications who were receiving certificate pay pursuant to the section above, shall continue receive such certificate pay for up to 12 months pending receipt of eligible additional advance level certificate not required by the new position.

Employees who thereafter obtain such certificates will be paid in the applicable differential commencing with the first full pay period after submitting documented proof of same to the City.

Upon recommendation of the Department Head, the City Manager or his/her designee has the discretion to designate the type of eligible certification based on whether or not the certification is considered to be at a higher level than what is required and that it is related to the job duties and functions of the department. Employees should seek Department Head approval prior to enrolling in any classes or obtaining any certifications to ensure the certification will be compensated per this section of the MOU.

Certification will commence with the first full pay period after submitting documented proof of certification to the Human Resources Department.

9.2 Management Rights:

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Clerical-Technical Unit shall remain vested with the City, unless expressly abridged by this M.O.U. These rights include but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions, boards;
- Set standards and levels of service;
- Determine the procedures and standards of selection for employment and promotions;

- Direct its employees;
- To relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To assign work to and schedule;
- establish and modify productivity and performance programs and standards;
- Discipline employees in accordance with applicable law and City Rules;
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

In the exercise of the rights set forth in Section 9.2, the City has the right to make reasonable rules and regulations.

9.3 Peaceful Performance

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing against the City. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, violates the provisions of this section, the Unit shall make a good faith effort to stop such violations of this section.

9.4 Alternative Schedules/Flex Time

The City acknowledges that there may be benefits both to the City and to the employees in alternative schedules. Employees may request that their department heads consider alternative scheduling of their work. Examples of alternate schedules include flex-time, job sharing and voluntary reduced work hours.

9.5 Severability

Should any of the provisions herein contained be rendered or declared invalid by reason of any State or Federal Legislation or court action, such invalidations shall not invalidate the remaining portions of this Memorandum of Understanding which shall remain in full force and effect, insofar as such remaining portions are severable.

9.6 Work Schedules

9.6.1 Non-Recreation Department Employees

Regular full-time employees shall be assigned a regular work schedule which shall include two (2) consecutive days off. Except in cases of emergency, at least five (5) days shall be provided to an employee prior to a change in the regular work schedule.

9.6.2 Library Employees:

For library employees working Saturdays as part of their assigned schedule, the Department shall have the option of:

1. Scheduling employees for Sunday/Monday off

Or

2. Scheduling employees for another day off during the following week to which the employee agrees.

9.6.3 Work Schedules - Recreation Department Employees

Regular full-time Recreation Department employees shall have their work schedules set on a weekly basis. Their schedules shall vary as necessitated by their program schedule.

9.6.4 Work Schedule Changes

Except in the event of an emergency all employees shall receive at least two weeks advance notice of any change in their regular schedule.

9.7 Health Savings Account

The City will work to establish a voluntary retiree Health Savings account and will meet and confer with the unit regarding the potential benefit structure prior to implementation.

9.8 Contracting Out

Before submission of a recommendation to contract out any function traditionally performed by service employees which would result in a reduction of the currently employed work force, the Union will be offered the opportunity to examine the proposal for a reasonable period of time prior to Council consideration and to submit recommendations. The City will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs. Whenever reasonably possible, displacement of Unit employees will be avoided and/or minimized. Nothing in this section shall be construed to limit the City Council's ability to contract out work, in its discretion.

9.9 Vacation Scheduling

Vacations shall be scheduled upon the request of the employee and the approval of the Department. Both the desire of the employee and operational needs shall be considered by the Department in reviewing the approving or denying vacation requests.

Departments shall establish annual time periods for initial vacation sign ups by January 31 or each year. After January 31, sign ups shall be on a first come first serve basis. If more employees request vacation for a given time than can be accommodated by the Department; the more senior employee of the Department shall be given the time off. If the conflict involved any City observed holiday, subsequent scheduling shall be on a rotational basis. Nothing herein shall require the cancellation of an already approved vacation for a less senior employee upon the request of a more senior employee.

9.10 Personnel Files

There shall be only one official personnel file which shall be maintained in the City's Human Resources Department. Employees shall have the right to review their Personnel files or authorize, in writing, review by their representatives. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees shall have thirty (30) days from date employee receives adverse material to place a reasonable amount of rebuttal material in response to adverse material in their personnel files.

An Employee can submit documents to be included in their personnel file, such as commendations, recognitions and/or certifications if absent from the Personnel File.

9.11 Clothing - Recreation Department

Regular full and part time employees shall be provided the following clothing items annually:

1. Four T-Shirts
2. One Sweat Shirt

In addition, employees may purchase the Department approved jacket and additional T-shirts and/or Sweat shirts at their own expense.

The items provided shall be available once annually, on or about the employees anniversary date.

9.12 Boot Allowance

Field employees required to wear work/safety boots shall be allowed an annual reimbursement of up to One Hundred Seventy Five Dollars (\$175.00) per fiscal year towards the purchase of approved safety boots/shoes. Payment shall be made on a reimbursement basis upon proof of purchase. Once purchased, the approved safety boots/shoes must be worn while on the job. Boots/shoes may be worn during regular work hours only (including to and from work). In those departments/divisions where steel toed boots are required, the annual reimbursement amount shall be Two Hundred Dollars (\$200.00) per fiscal year toward the purchase of the approved steel toed safety boots/shoes.

9.13 Video Display Terminals Use (VDT)

Pursuant to the National Institute of Safety and Health's recommendation, users should have fifteen (15) minute rest periods every two (2) hours of continuous use of a VDT. The workload should be varied to prevent the need to continuously view a VDT for two (2) hours. The break periods should be increased if the user is experiencing the signs of visual fatigue (headaches, blurred vision, eye strain).

The design of the workstation and type of computer equipment can affect the quality of user comfort. Each City workstation should be evaluated for proper comfort, lighting, equipment design and conformance to OSHA standards. The Management Information Services Manager can be used as a technical resource to evaluate the workstations.

9.14 Grievance Procedures

9.14.1 Purpose of Grievance Procedure.

This procedure is to provide a mutually acceptable method for the orderly, prompt and equitable settlement of grievances which fall within the coverage of this procedure. All parties are encouraged to make every reasonable effort to resolve any conflict or dispute informally prior to initiation of a formal grievance. No worker will be subject to disciplinary action or retaliation of any kind for submitting a grievance.

The grievance procedure shall be used to resolve employee complaints regarding:

- a. An alleged violation of this Memorandum of Understanding.
- b. An alleged violation of the City's Personnel Ordinance or Rules.

Specifically excluded from the grievance procedure are:

- a. Performance evaluations including deferral of merit increases.
- b. Written reprimands.
- c. Policy decision of the City Council
- d. Matters for which there is a separate appeal, including disciplinary action.

9.14.2 Formal Grievance Procedure:

The formal grievance procedure shall be used to resolve an employee's complaint not satisfactorily resolved by informal discussion.

- a. An employee (and/or his/her representative) shall have the right to present a formal grievance, in writing, within ten (10) working days after the informal discussion of the grievance with the immediate supervisor or the immediate supervisor's superior. All formal grievances shall state the reasons for the complaint and the employee's suggested solution.
- b. The formal grievance shall be presented to the department head. The department head shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the department head shall render a written decision regarding its merits. If the department head's decision does not satisfactorily resolve the complaint, the employee may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this rule when the employee does not seek further review of the grievance within five (5) working days after receipt of the decision of the department head. Failure of the department head to render a written decision on the grievance within five (5) working days constitutes a decision denying the grievance.

- c. Either the City or the employee may request that a grievance be submitted to mediation prior to submittal to the City Manager pursuant to Section D below. Mediation step shall be conducted utilizing the services of the State Mediation and Conciliation Service and shall result in no cost to either party. Mediators will confidentially attempt to assist the parties in the resulting grievance prior to advancement to the next step. The Mediator may, if appropriate, make recommendations to the parties in the attempts to resolve the grievance.
- d. When the employee presents a formal grievance to the City Manager or his/her designee, the City Manager or his/her designee shall discuss the grievance with the employee and the employee's representative. Within fifteen (15) days after meeting with the employee and the employee's representative, the City Manager or his/her designee shall render a written decision regarding its merits. The decision of the City Manager or his/her designee shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process.
- e. The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

9.15 Discipline

While progressive discipline will normally be implemented, the steps followed will be determined in each particular case depending on the circumstances and severity of the case.

9.15.1 Oral Counseling

Oral counseling in a broad sense includes any informal discussion with an employee designed to assist him/her to fully develop his/her skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

9.15.2 Oral Reprimand

Supervisors give oral reprimands when counseling and performance evaluations have failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. An oral reprimand is different than counseling in that it provides express notice that if the employee's performance or behavior is not improved, then further discipline will be imposed. The oral reprimand defines the areas in which improvement is required, sets up goals leading to this improvement and

informs the employee that failure to improve will result in more serious disciplinary action.

The supervisor should make a note of the date, time and content of the reprimand, and write the employee a confirming memo of the reprimand. However, no record is placed in the employee's permanent personnel file unless subsequent action is necessary.

9.15.3 Written Reprimands

An employee shall have the right to prepare a written response to the reprimand and have the response placed in his/her personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to his/her department head by filing an appeal to the department head within five (5) working days of receipt of the reprimand. The Department Head's decision regarding the written reprimand shall be final.

9.15.4 Voluntary Mediation prior to Disciplinary Hearing by the Personnel Commission.

The City and the employee/appellant may agree to submit a disciplinary matter to mediation prior to submittal to the Personnel Commission for hearing pursuant to City Personnel Rules. Mediation shall be conducted utilizing the services of the State Mediation and Conciliation Service and shall result in no cost to either party. Mediators will confidentially attempt to assist the parties in the resulting matter prior to advancement to the Personnel Commission. The Mediator may, if appropriate, make recommendations to the parties in the attempts to resolve the matter.

9.16 Layoff Policy and Procedure

9.16.1 Statement of Intent

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

9.16.2 Notification

Employees to be laid off shall be given at least thirty (30) calendar days prior notice.

9.16.3 Vacancy and Demotion

Except as otherwise provided, wherever there is a reduction in the workforce, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Section 6 is qualified. All persons so demoted shall have their names placed on the reemployment list.

9.16.4 Employee Rights

An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status. For the purpose of this section and Section 5, seniority includes all periods of full-time service at or above the classification level the employee is "bumping" to.

9.16.5 Seniority

In order to retreat to a former or lower class, an employee must have more seniority than the least one of the incumbents of the retreat class and request displacement action in writing to the Personnel Director within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

9.16.6 Employment Status

In each class of position, employees shall be laid off according to employment status in the following order: volunteers, temporary, provisional, probationary, and regular. Temporary, provisional and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

Employees within each category shall be laid off in inverse order of seniority in the classification where layoff is to occur.

9.16.7 Re-employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

9.16.8 Duration of Re-employment List

Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to permanent positions of

the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year.

9.17 Safety Committee

The City shall establish and maintain a safety committee in conformance with requirements of SB198.

9.18 Compensation Survey

The City shall commit to conducting a comprehensive citywide compensation study in 2018, with the intent of completion by January 2019. The City and the Union shall meet and confer prior to the City completing the compensation study to agree on the benchmark positions and the comparable survey cities. The results of the compensation study shall be subject to bargaining as part of the successor MOU negotiations.

9.19 Temporary Hours

Temporary hours will first be offered to current part-time workers. Part-time workers who have their hours increased more than thirty (30) days shall have their benefits and accruals increased accordingly. Affected departments will develop a sign-up system by October 1, 1998 for workers to indicate availability for additional hours.

Should part-time position(s) be vacated, the City shall evaluate the possibility of making the position(s) full time. The City shall regularly evaluate the status of temporary positions.

9.20 Probation

Employees in this bargaining unit shall serve a probationary period of nine (9) months. The City may extend the probationary period for not more than three (3) additional months.

9.21 Performance Evaluations

The purpose of the performance evaluation is to evaluate the employee's performance on a regular basis. It will serve as a guide in planning the type of supervision, instruction, training, and counseling that may be needed by the employee. During the probationary period, the employee will be evaluated after six (6) months of employment and prior to acquiring permanent status in a classification. Thereafter every employee will be evaluated every twelve (12) months. An employee may also be evaluated at any time at the discretion of the department head, or when the performance of the employee has been at or below the "Improvement Needed" level on the most recent evaluation. Evaluation forms shall include the following

statement in bold: “Employees may choose to consult with their Union Steward/Representative regarding their evaluation.”

Each employee’s immediate supervisor/rater, in conjunction with management, shall evaluate the employee’s performance. The City shall provide supervisors/raters with training to prepare consistent performance evaluations in accordance with this agreement. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any below-standard evaluation shall include documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing to any evaluation he/she considers derogatory, or otherwise inaccurate, within twenty (20) working days of receipt of a copy of the evaluation.

For purposes of this Article, a below standard evaluation means an overall rating at or below “Improvement Needed.” All Evaluations with a below standard rating may be appealed to the City Manager, or designee.

The employee must appeal to the City Manager within 45 days of receipt of the evaluation. The City Manager shall meet with the employee and provide a response within 60 days of such meeting. The City Manager or designee's decision is final if the below standard evaluation does not result in a denial of a merit step increase. If the evaluation results in a denial of a merit step increase, the employee may elect to appeal to the Personnel Commission to review the evaluation. Request to appeal to the Personnel Commission shall be made in writing to the Human Resources Department within 20 days of receiving the City Manager’s or designee’s decision. The Personnel Commission shall conduct an informal hearing involving the employee and his/her representative of choice and the reviewer and/or department head of the representative department. Both parties shall provide supporting documentation at the hearing for consideration. Such decision by the Personnel Commission is final.

The supervisor will make every effort to complete evaluations in a timely matter by the due date of the evaluation. Employees who do not receive an evaluation within 30 days of the due date are encouraged to inform his/her supervisor and/or Human Resources. Human Resources will follow-up on overdue evaluations upon notification.

10.0 FLEXIBLY STAFFED POSITIONS

The following classifications are considered flexibly staff: Records Clerk I/II, Office Assistant I/II, Accounting Assistant and Sr. Accounting Assistant. Upon completion of the probationary period and meeting the standards set forth in the applicable job description(s), employees shall be eligible for advancement to the II of a flexibly staffed classification. No commercial examination shall be required for advancement in a flexibly staffed position.

11.0 ZIPPER CLAUSE

Except as otherwise specifically provided herein, this Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. During the term of this Agreement, the parties waive and relinquish the right to meet and confer over the subject matter specifically referred to or covered in this Agreement. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the City proposes a change in any practice, subject, or matter which is within the scope of bargaining and it is not covered by this Agreement, the City shall give the Union advance written notice of the proposal, at least twenty (20) calendar days prior to implementation and shall, upon request of the Union, meet and confer with the Union concerning the proposal. Such meet and confer negotiations shall be conducted in accordance with the applicable provisions of the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.).

If, during the term of this Agreement an impasse is reached during the course of negotiations over significant changes to wages and benefits and the City unilaterally imposes those changes on the bargaining unit any waiver of the right to strike and/or engage in concerted action included within this Agreement shall be of no further force of effect on the Union covered by this Agreement. This provision shall sunset on June 30, 2015.

12.0 ENACTMENT

The Agreement shall become effective upon ratification by the City Council of the City of Watsonville and shall remain in full force and effect until December 31, 2022, or until a new agreement has been executed.

SEIU, LOCAL 521 CLERICAL TECHNICAL UNIT

Date _____

Olivia Martinez, Lead Internal Organizer

Maria Carranco, Unit Representative

Angelica Diaz-Ortiz, Unit Representative

Lucero Juarez, Unit Representative

CITY OF WATSONVILLE

Date _____

Matthew Huffaker, City Manager

APPENDIX A

CLERICAL/TECHNICAL

2021 SEIU, LOCAL 521 CLASSIFICATIONS

ACCOUNTANT I
ACCOUNTING ASSISTANT
ACCOUNTING TECHNICIAN
ASSISTANT ADMINISTRATIVE ANALYST
ASSISTANT ENGINEER
ASSISTANT PLANNER
AUDIOVISUAL/COMMUNICATION TECHNICIAN
BUILDING INSPECTOR
CODE ENFORCEMENT OFFICER I
CODE ENFORCEMENT OFFICER II
CODE ENFORCEMENT OFFICER III
COMMUNITY ORGANIZER
COMPUTER OPERATOR/PROGRAMMER
CONSTRUCTION INSPECTOR
DEVELOPMENT REVIEW TECHNICIAN
ENGINEERING AIDE
ENGINEERING ASSOCIATE
ENVIRONMENTAL EDUCATION ASSISTANT
GIS TECHNICIAN I
GIS TECHNICIAN II
HOUSING GRANT MANAGEMENT & REHABILITATION SPECIALIST
HOUSING REHABILITATION SPECIALIST I
HOUSING REHABILITATION SPECIALIST II
INDUSTRIAL WASTE INSPECTOR
INFORMATION TECHNOLOGY SPECIALIST I
INFORMATION TECHNOLOGY SPECIALIST II
JUNIOR PLANNER
LIBRARY ASSISTANT
LIBRARY CLERK
LIBRARY COMPUTER OPERATOR
LIFE SAFETY OFFICER
LITERACY PROGRAM ASSISTANT
MICROCOMPUTER TECHNICIAN
NETWORK SPECIALIST
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PERMIT CLERK
PERMIT TECHNICIAN
POLICE CLERK I
POLICE CLERK II
POLICE CLERK III
RECREATION ASSISTANT
RECREATION LEADER III
SENIOR ACCOUNTING ASSISTANT
SENIOR ENGINEERING AIDE
SENIOR LIBRARY ASSISTANT
SENIOR PROGRAMMER
SPECIAL PROJECTS INSPECTOR

Each position shall have a written job description. The employer may update or create new job descriptions. The employer will provide any new or updated job description to the Union when required by the MMBA, and shall be deemed to by the Union unless the Union request to meet and

confer within ten (10) days after receipt of the proposed job description by the Union and any affected employee holding the classification that the employer is seeking to modify.



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: PUBLIC WORKS & UTILITIES DIRECTOR PALMISANO
Jackie McCloud, Environmental Sustainability Manager

SUBJECT: FY2021/2022 BUDGET FOR SANTA CRUZ COUNTY ZONE 7 FLOOD
CONTROL AND WATER CONSERVATION DISTRICT (ZONE 7)

STATEMENT OF ISSUES:

City Council consideration of the FY2021/2022 Budget for Santa Cruz County Zone 7 Flood Control and Water Conservation District (Zone 7).

RECOMMENDED ACTION:

It is recommended that City Council adopt a resolution approving the proposed FY 2021/2022 budget for the Santa Cruz County Zone 7 Flood Control and Water Conservation District (Zone 7).

DISCUSSION:

The Zone 7 Board of Directors, which includes former Council Member Bilicich as a Vice-Chair, is scheduled to consider the proposed FY 2021/2022 Zone 7 budget at its meeting on June 8, 2021. The Zone 7 budget also requires approval by the Santa Cruz County Flood Control and Water Conservation District Board of Directors and the Watsonville City Council before it can be implemented by Zone 7.

The Zone 7 District was established to provide funding for maintaining the existing Army Corps of Engineers flood control projects and implementing improvements to the flood control facilities on the Pájaro River, Salsipuedes Creek and Corralitos Creek. Zone 7 staff coordinates with the Corps to ensure local needs are addressed, provides any necessary assistance to the Corps in project evaluation, administrative, and engineering drainage services, and is responsible for the replacement, upgrading, and maintenance of drainage and flood control facilities in the levee system. The budget presents the projects and programs included in the proposed FY 2020/2021 Capital Improvement Program.

The Zone 7 FY 2021/2022 budget prepared by Santa Cruz County staff is presented in the Attachment 1, along with an estimate of FY 2021/2022 expenditures.

The recommended financing includes fixed asset detail in the amount of \$3,144,159, an estimated June 30, 2021 fund balance of \$476,559, grant revenues of \$2,162,592, leaving an estimated \$0 in unappropriated fund balance.

A copy of the proposed 2021/2022 Zone 7 Budget and the budget narrative prepared for the County Administrative Officer is attached. The proposed budget includes an overall recommendation of \$4,169,609.

STRATEGIC PLAN:

Approval of the Zone 7 budget is consistent with Strategic Plan Goal 03-Infrastructure & Environment

FINANCIAL IMPACT:

The Zone 7 budget is operated through the County. There are no cost savings or impacts to the City budget.

ALTERNATIVE ACTION:

There are no reasonable alternatives.

ATTACHMENTS AND/OR REFERENCES (If any):

- A. Zone 7 Budget
- B. Zone 7 Budget Narrative

ZONE 7 FLOOD CONTROL DISTRICT

This district was established to provide funding for implementing proposed Army Corps of Engineers (Corps) flood control projects on the Pajaro River, Salsipuedes Creek and Corralitos Creek. Staff coordinates with the Corps to ensure local needs are addressed; provides assistance to the Corps in project evaluation, as necessary, administrative and engineering drainage services; and is responsible for the replacement, upgrade, and maintenance of drainage and flood control facilities in the levee

system. Expenditure detail is shown below. Fixed asset detail in the amount of \$3,144,159 can be found in the Appendix. The recommended financing includes an estimated June 30, 2021 fund balance of \$476,559, grant revenues of \$1,530,458, and assessment revenues of \$2,162,592, leaving an estimated \$0 in unappropriated fund balance. This budget must be approved by the Zone 7 Board of Directors.

BUDGET DETAIL: ZONE 7 FLOOD CONTROL DISTRICT

	Actual 2019-20	Adopted 2020-21	Estimated 2020-21	Recommended 2021-22	Change from 2020-21	
All Funds						
Revenues						
Use of Money	4,216	3,645	3,645	0	(3,645)	-100.0%
Intergovernmental	12,312	2,041,932	1,640,910	1,530,458	(511,474)	-25.0%
Charges for Services	2,052,665	2,132,480	2,120,188	2,162,592	30,112	1.4%
Miscellaneous	0	0	43,649	0	0	0.0%
Total Revenues	2,069,193	4,178,057	3,808,392	3,693,050	(485,007)	-11.6%
<i>Other Funds</i>	<i>670,555</i>	<i>507,340</i>	<i>30,781</i>	<i>476,559</i>	<i>(30,781)</i>	<i>-6.1%</i>
Total Financing	2,739,748	4,685,397	3,839,173	4,169,609	(515,788)	-11.0%
Expenditures						
Services & Supplies	867,868	923,628	844,686	975,450	51,822	5.6%
Fixed Assets	1,871,880	3,609,214	2,994,487	3,144,159	(465,055)	-12.9%
Other Financing	0	0	0	50,000	50,000	0.0%
Contingencies	0	152,555	0	0	(152,555)	-100.0%
Total Expenditures	2,739,748	4,685,397	3,839,173	4,169,609	(515,788)	-11.0%

EXPENDITURE DETAIL: ZONE 7 FLOOD CONTROL DISTRICT

	Adopted 2020-21	Recommended 2021-22	Change from 2020-21	
General Engineering & Public Service	211,128	250,000	38,872	16%
Pajaro River Maintenance Application	50,000	50,000	0	0%
County Counsel Services	15,000	30,000	15,000	50%
Public Safety Cleanup	15,000	15,000	0	0%
Pajaro River Watershed JPA	25,000	30,000	5,000	17%
Maintenance & Operations	515,000	530,450	15,450	3%
ALERT Monitoring/Maintenance	50,000	50,000	0	0%
Storm Monitoring and EOC	20,000	20,000	0	0%
Fed Radiological Emergency Res Plan	22,500	0	-22,500	-100%
Fixed Assets	3,609,214	3,144,159	-465,055	-15%
Contribution to Equipment	0	50,000	50,000	100%
Contingencies	152,555	0	-152,555	-100%
Total Expenditures	4,685,397	4,169,609	-515,788	-12%

**SANTA CRUZ COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT – ZONE 7
2021/2022 PROPOSED BUDGET
BUDGET NARRATIVE INFORMATION**

Maintenance and Operations on Levee System - \$530,450

This line item funds crew time, equipment time and supplies for performing maintenance work on the Federal Pajaro River Levee Project. It also provides funds for emergency work during high winter flows. A summary of last year's maintenance efforts is attached (Attachment C).

County Counsel Services - \$30,000

This line item funds costs associated with County Counsel services provided for ongoing Zone 7 operations.

Public Safety Cleanup - \$15,000

This funding provides for cleanup of debris and refuse associated with illegal encampments with the Federal Pajaro River Levee Project.

Permitting and Environmental Studies - \$50,000

This line item funds application preparation, submittal, processing and related costs associated with various permits that are required by the United States Army Corps of Engineers, the California Department of Fish and Wildlife, the California Regional Water Quality Control Board, and other permitting agencies in order to conduct District maintenance activities. Project monitoring requirements are also funded under this item.

General Engineering and Public Service - \$250,000

This line item funds engineering staff time to perform the duties and responsibilities of Zone 7.

ALERT Monitoring/Maintenance Requirements - \$50,000

This line item funds ALERT monitoring and maintenance activity within Zone 7.

Storm Monitoring and EOC Functions - \$20,000

This line item funds staff time for monitoring storm systems, flood prediction, and emergency operations coordination including EOC activation responsibilities.

Pajaro River Watershed Flood Prevention Authority - \$30,000

The Pajaro River Watershed Flood Prevention Authority (FPA) was established

in July 2000 by Assembly Bill 807 (Keeley). This line item provides funding for required member contributions to the FPA as well as funding for staff time to participate in the FPA.

Army Corps Flood Control Projects (Prop 1E) - \$1,036,159

Staff have been working with the United States Army Corps of Engineers and with the Monterey County Water Resources Agency to develop a flood control project to reconstruct the Federal Pajaro River Levee Project system. This line item provides funds for staff to participate in this reconstruction project as well as to provide the necessary local share costs for environmental impact analysis, and other costs associated with the project.

Contributions to Army Corps - \$1,813,000

This line item provides local cost share funds for the initiation of the design phase for the ongoing United States Army Corps of Engineers Pajaro River Flood Risk Management Project. The proposed contribution would be matched against Federal Work Plan funds for the PED, or design, phase, which is expected to begin upon signage of a Design Agreement in 2021. This funding assumes a 50% share of the required Non-Federal Sponsor match to Federal funding for the Project. This line item also includes costs associated with our Program Management consultant and right-of-way costs.

Flood Control Project Advocacy - \$100,000

This line item funds advocacy efforts in Washington, D.C., Sacramento and within the United States Army Corps of Engineers in support of funding and project authorizations for the Pajaro River Flood Risk Management Project.

Levee Restoration and Revegetation - \$90,000

This line item funds final phases of the Pajaro Levee Restoration and Habitat Restoration components of the Bench Excavation Project.

Stream Maintenance Plan Development - \$100,000

This line item funds the development of a stream maintenance plan and long-term permitting to support operations in the District.

Pajaro Raptor Program - \$5,000

This line item funds a grant-supported pilot project to investigate the efficacy of encouraging native raptor populations to control rodents and pests on the levee system. The project is supported by financial assistance from the County Fish and Wildlife Advisory Commission, UCSC, and the Santa Cruz Predatory Bird Research Group.

Ops Transfer out to Equipment - \$50,000

This line item provides funds for the District to procure its own vehicle for staff usage activities, including maintenance, inspections, field work, meetings, and travel.

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING PROPOSED FY 2021/2022 SANTA CRUZ
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
ZONE 7 BUDGET AS APPROVED BY THE ZONE 7 BOARD OF
DIRECTORS**

WHEREAS, on December 17, 1991, Zone No. 7 (Zone 7) of the Santa Cruz County Flood Control and Water Conservation District was established to provide funding for maintaining the existing Army Corps of Engineers flood control projects and implementing the improvements to the flood control projects on the Pájaro River, Salsipuedes Creek, and Corralitos Creek; and

WHEREAS, funding needs to be provided in the FY 2021/2022 Zone 7 Budget to pay for proposed work; and

WHEREAS, this action requires the concurrence by the Zone 7 Board of Directors, the City Council of the City of Watsonville, and the Santa Cruz County Flood Control and Water Conservation District Board of Directors.

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

1. That the proposed FY 2021/2022 Zone 7 Budget for the Santa Cruz County Flood Control and Water Conservation District, Zone 7 is hereby approved.
2. The proposed FY 2021/2022 Zone 7 Budget consists of the following line items as described in the Santa Cruz County Flood Control and Water Conservation District, Zone 7—2021/2022 Budget, attached hereto and incorporated herein as Exhibit “A.”

**FY 2021/2022 Budget for Santa Cruz County
Flood Control and Water Conservation District-Zone 7**

Service

Maintenance & Operations on the Levee System	\$530,450
County Counsel Services	\$30,000
Public Safety Cleanup	\$15,000
Permitting and Environmental Studies	\$50,000
General Engineering & Public Service	\$250,000
ALERT Monitoring/Maintenance Requirements	\$50,000
Storm Monitoring and EOC Functions	\$20,000
Pajaro River Watershed Flood Prevention Authority	\$30,000
Army Corps Flood Control Projects (Prop 1E)	\$1,036,159
Contributions to Army Corps	\$1,813,000
Flood Control Project Advocacy	\$100,000
Levee Restoration and Revegetation	\$90,000
Stream Maintenance Plan Development	\$100,000
Pájaro Raptor Program	\$5,000
Ops Transfer out to Equipment	\$50,000

TOTAL	\$4,169,609
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Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: ASSISTANT CITY MANAGER VIDES
SOCIAL & COMMUNITY SERVICE GRANTS CITY COUNCIL
SUBCOMMITTEE
ELIZABETH PADILLA, SENIOR ADMINISTRATIVE ANALYST

SUBJECT: SOCIAL SERVICES GRANTS

STATEMENT OF ISSUES:

The Watsonville City Council does an annual General Fund allocation to support local community base organizations in meeting the needs of Watsonville residents. In preparation of biannual budget, the Council considers applications to support general operations of nonprofit agencies.

RECOMMENDED ACTION:

The Social & Community Service Grants Subcommittee recommends that the City Council approve by resolution the funding recommendations for the Social and Community Services for the FY 2021/2023 budget for \$266,000 per year.

DISCUSSION/BACKGROUND:

The City Council Subcommittee for the Social and Community Service Grants ("Subcommittee") is responsible for setting application guidelines and priorities, reviewing and making funding recommendations to the City Council for grant applications received through this biannual solicitation. Three Council Members participate in the Subcommittee and are supported by City staff. This year subcommittee included: Mayor Jimmy Dutra, Mayor Pro-Temp Ari Parker and Council Member Eduardo Montesino.

New and previously funded agencies were invited to submit applications for FY 2021/2023. Applications were due on May 17, 2021. The City received a total of 40 applications for funding. Of those who applied: 26 agencies reapplied for continued funding for previously funded programs/services and 14 new agencies applied for funding, requesting a total of \$530,500. Table below summarizes the funding request and recommended per program category.

Category	# of Programs	Amount	# of Program funded	Amount funded
Youth	6 programs	\$70,000	4	\$40,000
Family	26 programs	\$358,000	20	\$188,500
Children/Youth	1 program	\$5,000	0	0
Youth/Adults	2 programs	\$30,000	1	\$5,000
Adults	1 program	\$15,000	1	\$5,000
Seniors	3 programs	\$37,500	3	\$27,500
Adults/Seniors	1 program	\$15,000	0	0
Total Requested	40 programs	\$530,500	29 Programs	\$266,000

During the last funding cycle, FY 2017-2019, the Social and Community Service Grants program allocated a total budget of \$200,000 from General Tax funds. For 2021/2023, \$200,000 will be General Tax funds and \$66,000 will be Measure M funds available for this funding cycle, for a total amount of \$266,000.

The City of Watsonville is proud to work and collaborate with community base organizations in meeting the service and program needs of Watsonville residents. Annual Social Service grants is just one of the ways in which the City funds core services for the community. On any given year, City of Watsonville contracts with various nonprofit organizations to provide critical services throughout the City. These contracts for services in FY 2020-2021 represent a total of \$2,951,437 in annual funding to community-based programs.

Application Review Process:

In late April 2021, the subcommittee met to determine the application process and priorities for the annual funding. This year the City utilized an online form for applicants to submit their applications. This change made the application process even easier and more user-friendly than in years past.

The subcommittee also established the annual priorities and the rating criteria to prioritize funding during this cycle. The criteria identified to rank the applications included:

- Do the program/services align with the City Council Strategic Plan priorities?
- Does the program/service meet a current community need?
- Is this a Watsonville based program/service?
- Is the organization in good standing with the City? (if previously funded)
- Is the organization in good standing with the State?

On May 24, 2021, the subcommittee reviewed and ranked all funding requests received. As a result, the subcommittee is recommending funding 29 organizations that directly serve the Watsonville community. Funding recommendation list attached.

STRATEGIC PLAN: The proposed allocations are consistent with the City Council Strategic Plan priorities.

FINANCIAL IMPACT: The proposed funding for the Social and Community Service grants in the amount of \$266,000 per year from the General Fund will be included in the budget for FY 2021-2023.

ALTERNATIVES: The City Council may propose a different distribution of funds.

ATTACHMENTS:

1. Proposed Social Service Grants Funding Recommendations by Council Subcommittee

Social and Community Service Grants		
Organization	Program	Recommended Funding
Arts Council Santa Cruz County	Artist Professional Development	\$ 5,000
Aztecas Youth Soccer Academy	Summer Soccer Camp	\$ 5,000
CASA Santa Cruz County	Supporting Watsonville Youth in Foster Care	\$ 15,000
Community Action Board	Rental Assistance Program; Immigration Project; Alcance	\$ 15,000
Community Bridges	Meals on Wheels and La Manzana	\$ 5,000
Family Service Agency of the Central Coast	Counseling, Senior Outreach, WomenCARE, Suicide Prevention	\$ 10,000
Food, What?	Spring/Summer Organic Farming Youth Workshops, Careers & Classes	\$ 10,000
Girls Inc of the Central Coast	Education, Careers, Health & Opportunities Leadership & Mentoring/Youth Leaders	\$ 5,000
Grey Bears	Healthy Food for Seniors & Families	\$ 12,500
Immigrant Legal Services of the Central Coast, Inc.	Immigration Legal Services	\$ 5,000
Mentors Driving Change for Boys, Men and Dads	Healthy Mentors for Boys, Men and Fathers	\$ 5,000
Pajaro Valley Arts	General Operations	\$ 10,000
Community Health Trust of the Pajaro Valley	Community Gardens/Carey & Davis Neighborhood	\$ 5,000
Pajaro Valley Historical Association	Operational Support	\$ 5,000
Pajaro Valley Loaves and Fishes, Inc.	Food Pantry and Lunch Program	\$ 15,000
Pajaro Valley Shelter Services	Coordinated Economic Development Program/Homelessness Program	\$ 15,000
Santa Cruz Community Ventures	Semillitas, College Savings Account Program	\$ 14,500
Second Harvest Food Bank Santa Cruz County	Community Food Distribution, CalFresh Case Mngt, and Nutrition Programs	\$ 5,000
Senior Citizens Legal Services	General Operations	\$ 10,000
Senior Network Services	Senior Services Resource Center	\$ 5,000
Summer in the City Internship	Summer in the City Internship	\$ 15,000
Special Events Sponsorships	Special Events Sponsorships	\$ 15,000
The Diversity Center	The Diversity Center Youth Program	\$ 15,000
The Watsonville Law Center	Legal Services Program	\$ 5,000
United Way	211 Helpline and Community Assessment Project	\$ 5,000
Watsonville Community Band	Watsonville Community Band	\$ 5,000
Watsonville Family YMCA	Summer Camps/After School Programming	\$ 5,000
Watsonville Youth Training Center DBA Watsonville Boxing Academy	Summer Fitness Camp	\$ 14,000
Youth N.O.W. Eternity Works	After School Academic Program	\$ 10,000
	Total	\$ 266,000

RESOLUTION NO. _____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE AWARD OF SOCIAL SERVICE GRANTS IN THE AMOUNT OF \$266,000 TO DESIGNATED COMMUNITY AND SOCIAL SERVICE AGENCIES; AND AUTHORIZING AND DIRECTING THE PAYMENT OF SAME FOR FISCAL YEARS 2021/2022 AND 2022/2023

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

1. That the City Council does hereby accept and approve the recommended award of Social Service Grants in the amount of \$266,000 to various Community and Social Service Agencies for fiscal years 2021/2022 and 2022/2023 set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference.

2. That the Administrative Services Director and City Manager are hereby authorized and directed to pay such amounts and execute any needed agreements, respectively, for and on behalf of the City of Watsonville.

Social and Community Service Grants FY2021-2023		
Organization	Program	Recommended Funding
Arts Council Santa Cruz County	Artist Professional Development	\$ 5,000
Aztecas Youth Soccer Academy	Summer Soccer Camp	\$ 5,000
CASA Santa Cruz County	Supporting Watsonville Youth in Foster Care	\$ 15,000
Community Action Board	Rental Assistance Program; Immigration Project; Alcance	\$ 15,000
Community Bridges	Meals on Wheels and La Manzana	\$ 5,000
Family Service Agency of the Central Coast	Counseling, Senior Outreach, WomenCARE, Suicide Prevention	\$ 10,000
Food, What?	Spring/Summer Organic Farming Youth Workshops, Careers & Classes	\$ 10,000
Girls Inc of the Central Coast	Education, Careers, Health & Opportunities Leadership & Mentoring/Youth Leaders	\$ 5,000
Grey Bears	Healthy Food for Seniors & Families	\$ 12,500
Immigrant Legal Services of the Central Coast, Inc.	Immigration Legal Services	\$ 5,000
Mentors Driving Change for Boys, Men and Dads	Healthy Mentors for Boys, Men and Fathers	\$ 5,000
Pajaro Valley Arts	General Operations	\$ 10,000
Community Health Trust of the Pajaro Valley	Community Gardens/Carey & Davis Neighborhood	\$ 5,000
Pajaro Valley Historical Association	Operational Support	\$ 5,000
Pajaro Valley Loaves and Fishes, Inc.	Food Pantry and Lunch Program	\$ 15,000
Pajaro Valley Shelter Services	Coordinated Economic Development Program/Homelessness Program	\$ 15,000
Santa Cruz Community Ventures	Semillitas, College Savings Account Program	\$ 14,500
Second Harvest Food Bank Santa Cruz County	Community Food Distribution, CalFresh Case Mngt, and Nutrition Programs	\$ 5,000
Senior Citizens Legal Services	General Operations	\$ 10,000
Senior Network Services	Senior Services Resource Center	\$ 5,000
Summer in the City Internship	Summer in the City Internship	\$ 15,000
Special Events Sponsorships	Special Events Sponsorships	\$ 15,000
The Diversity Center	The Diversity Center Youth Program	\$ 15,000
The Watsonville Law Center	Legal Services Program	\$ 5,000
United Way	211 Helpline and Community Assessment Project	\$ 5,000
Watsonville Community Band	Watsonville Community Band	\$ 5,000
Watsonville Family YMCA	Summer Camps/After School Programming	\$ 5,000
Watsonville Youth Training Center DBA Watsonville Boxing Academy	Summer Fitness Camp	\$ 14,000
Youth N.O.W. Eternity Works	After School Academic Program	\$ 10,000
	Total	\$ 266,000

Social and Community Service Grants FY 20 21- 20 23

City Council Ad Hoc Subcommittee
June 8, 2021

Thank You to All Groups that Applied!

The City recognizes and deeply appreciates the tremendous value and services brought to our community by many non-profit partners!

Council Subcommittee

Thank you to Council Subcommittee members:

Mayor Jimmy Dutra

Mayor Pro-Temp Ari Parker

Council Member Eduardo Montesino

Subcommittee Members:

Work on establishing this cycle funding priorities

Establishing screening criteria

Review, ranking and allocating existing funding to those who applied

Background

- Applications were due May 17, 2021
- 40 Applications were received
 - 26 agencies reapplied for continued funding
 - 14 new agencies applied for funding
- Total funding requested was \$530,500



Subcommittee Process to Evaluate Applications

- Evaluated the merits of each application vs. funding all previously funded programs
- Looked at the fiscal standing of all new applicants and report compliance of previously funded agencies
- Established a \$5,000 minimum and \$15,000 maximum funding per agency
- Interested in funding agencies in a more impactful way

Application Review Process

- 1 Does the program/services align with the City Council Strategic Plan priorities?
- 2 Does the program/service meet a community need?
- 3 Is this a Watsonville based program/service?
- 4 Is the organization in good standing with the City? (if previously funded)
- 5 Is the organization in good standing with the State?



Funding Available

Social and Community Service Grants FY 2022

- \$200,000 General Fund
- \$66,000 from Measure M Funds
- **Total funding available \$266,000**

Funds Requested & Recommended

Programs by Category	# of Programs Applied	Amount Requested	# of Programs Funded	Amount Funded
Youth	6	\$70,000	4	\$40,000
Family	26	\$358,000	20	\$188,500
Children/Youth	1	\$5,000	0	0
Youth/Adults	2	\$30,000	1	\$5,000
Adults	1	\$15,000	1	\$5,000
Seniors	3	\$37,500	3	\$27,500
Adults/Seniors	1	\$15,000	0	0
TOTAL	40	\$530,500	29	\$266,000

Recommendation

The Social & Community Service Grants Subcommittee recommends that the City Council approves the funding recommendations for the Social and Community Service Grants for FY 20 21/20 23.

Questions



Organization	Program	Recommended Funding
Arts Council Santa Cruz County	Artist Professional Development	\$ 5,000
Aztecas Youth Soccer Academy	Summer Soccer Camp	\$ 5,000
CASA Santa Cruz County	Supporting Watsonville Youth in Foster Care	\$ 15,000
Community Action Board	Rental Assistance Program; Immigration Project; Alcance	\$ 15,000
Community Bridges	Meals on Wheels and La Manzana	\$ 5,000
Family Service Agency of the Central Coast	Counseling, Senior Outreach, WomenCARE, Suicide Prevention	\$ 10,000
Food, What?	Spring/Summer Organic Farming Youth Workshops, Careers & Classes	\$ 10,000
Girls Inc of the Central Coast	Education, Careers, Health & Opportunities Leadership & Mentoring/Youth Leaders	\$ 5,000
Grey Bears	Healthy Food for Seniors & Families	\$ 12,500
Immigrant Legal Services of the Central Coast, Inc.	Immigration Legal Services	\$ 5,000

Organization	Program	Recommended Funding
Mentors Driving Change for Boys, Men and Dads	Healthy Mentors for Boys, Men and Fathers	\$ 5,000
Pajaro Valley Arts	General Operating	\$ 10,000
Community Health Trust of the Pajaro Valley	Community Gardens/Carey & Davis Neighborhood	\$ 5,000
Pajaro Valley Historical Association	Operational Support	\$ 5,000
Pajaro Valley Loaves and Fishes, Inc.	Food Pantry and Lunch Program	\$ 15,000
Pajaro Valley Shelter Services	Coordinated Economic Development Program/Homelessness Program	\$ 15,000
Santa Cruz Community Ventures	Semillitas, College Savings Account Program	\$ 14,500
Second Harvest Food Bank Santa Cruz County	Community Food Distribution, CalFresh Case Mgmt, and Nutrition Programs	\$ 5,000
Senior Citizens Legal Services	General Operating	\$ 10,000
Senior Network Services	Senior Services Resource Center	\$ 5,000
Summer in the City Internship	Summer in the City Internship	\$ 15,000

Organization	Program	Recommended Funding
Special Events Sponsorships	Special Events Sponsorships	\$ 15,000
The Diversity Center	The Diversity Center Youth Program	\$ 15,000
The Watsonville Law Center	Legal Services Program	\$ 5,000
United Way	211 Helpline and Community Assesment Project	\$ 5,000
Watsonville Community Band	Watsonville Community Band	\$ 5,000
Watsonville Family YMCA	Summer Camps/After School Programming	\$ 5,000
Watsonville Youth Training Center DBA Watsonville Boxing Academy	Summer Fitness Camp	\$ 14,000
Youth N.O.W. Eternity Works	After School Academic Program	\$ 10,000
	Total	\$ 266,000



P r o c l a m a t i o n

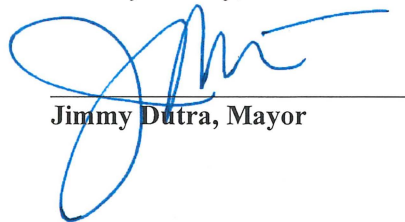
Pajaro Valley Pride

May 28, 2021

- WHEREAS,** June is nationally recognized as LGBTQIA+ Pride Month, in honor of the 1969 Stonewall Uprising in Manhattan, New York that sparked the LGBTQIA+ rights movement and inspired Pride celebrations worldwide; and
- WHEREAS,** Pajaro Valley Pride was founded in 2015 by a group of predominantly local Latinx community members, drawing inspiration from bisexual and transsexual activists Marsha P. Johnson and Sylvia Rivera; and
- WHEREAS,** Marsha and Sylvia paved the way for future generations by challenging institutional and societal bigotry displayed towards this beloved group of people; and
- WHEREAS,** Pajaro Valley Pride is dedicated to building community through social networking, education and service work as well as creating welcoming spaces where LGBTQIA+ residents and their allies can flourish; and
- WHEREAS,** Pajaro Valley Pride is committed to enriching youth LGBTQIA+ activists' lives and supporting their academic goals by providing annual scholarships for local high school seniors; and
- WHEREAS,** in 2020, Pajaro Valley Pride, unhindered by the COVID-19 pandemic, collaborated with other regional Prides to hold a virtual celebration as a demonstration of resilience and determination; and
- WHEREAS,** Pajaro Valley Pride has been steadily working to qualify as a 501(c)3 charitable organization and continue their work with and for LGBTQIA+ persons.

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize Pajaro Valley Pride for their ongoing efforts in diversifying and ensuring equitable social justice for all members 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 28th day of May, Two thousand and twenty one.



Jimmy Dutra, Mayor



WATSONVILLE, CALIFORNIA



P r o c l a m a t i o n

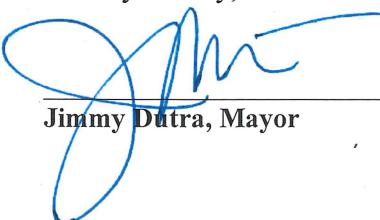
Queer Youth Leadership Awards

May 28, 2021

- WHEREAS,** Queer Youth Leadership Awards, known as QYLA, is a program of the Queer Youth Task Force of Santa Cruz County that was born out of a desire to increase queer youth's visibility; and
- WHEREAS,** QYLA's mission is to improve the lives of LGBTQIA+ youth and help create safe home, school and community environments; and
- WHEREAS,** the QYLA Ceremony and Banquet has been held every spring since 1998 at rotating locations around the County to celebrate LGBTQIA+ youth and allies, and recognize volunteers and judges; and
- WHEREAS,** QYLA currently presents three annual awards to outstanding citizens and organizations; and
- WHEREAS,** the Queer Youth Leadership Award is given to youth between the ages of 12 and 18 who, at such a short age, are already contributing to the community and are undoubtedly the leaders of the future; and
- WHEREAS,** the Ally to Queer Youth recognizes individuals who actively work to create supportive spaces, such as support groups, and counter oppression; and
- WHEREAS,** the Organizational Ally to Queer Youth is presented to organizations who serve queer youth in the County and strive to improve their lives in tangible ways; and
- WHEREAS,** QYLA is proud to work with students, parents, teachers, elected officials and community members at large to help highlight and honor the hard work and achievements of queer and trans youth; and

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize Queer Youth Leadership Awards for their continuous efforts to spotlight outstanding queer youth and for their ongoing work to better the lives of all LGBTQIA+ persons.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 28th day of May, Two thousand and twenty one.


Jimmy Dutra, Mayor

WATSONVILLE, CALIFORNIA





P r o c l a m a t i o n

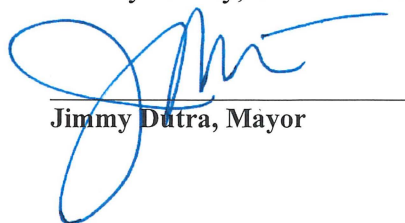
Jen Salinas- Holz

May 28, 2021

- WHEREAS,** Jen has been involved in community activism for over 25 years, spending the past six advocating for LGBTQIA+ youth in Watsonville; and
- WHEREAS,** as part of her job with Pajaro Valley Unified School District, Jen advises four elementary and middle school Gay- Straight Alliance clubs; and
- WHEREAS,** additionally, Jen serves on the District's LGBTQIA+ Task Force, working to ensure a safe and welcoming environment for students, families and staff; and
- WHEREAS,** Jen was instrumental in advocating for PVUSD to fly the rainbow Pride flag at all school sites and buildings, beginning with Harvey Milk Day this month; and
- WHEREAS,** Jen also collaborates with TransFamilies of Santa Cruz and the County's Safe Schools Project to organize and present free annual Understanding Gender summits for local parents and educators; and
- WHEREAS,** as a member of the LGBTQIA+ community, a parent of two PVUSD students and a Watsonville resident, Jen is dedicated to providing education regarding LGBTQIA+ issues and support for LGBTQIA+ youth; and
- WHEREAS,** Jen was awarded the Santa Cruz County Ally to Queer Youth Award in 2019 and the PVUSD Innovator of the Year Award in 2020; and
- WHEREAS,** Jen strives to live according to her favorite quote, by Maya Angelou, which invites us all to "develop enough courage so that you can stand up for yourself and then stand up for somebody else."

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize Jen Salinas- Holz for her work with LGBTQIA+ youth, and her continuous efforts to ensure every PVUSD student receives equal opportunities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 28th day of May, Two thousand and twenty one.


Jimmy Dutra, Mayor



WATSONVILLE, CALIFORNIA



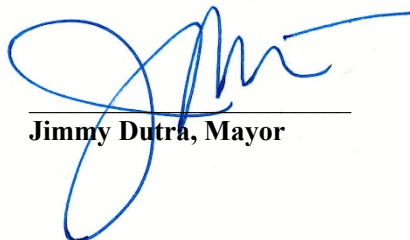
P r o c l a m a t i o n

Elder Abuse Awareness Month June 2021

- WHEREAS,** every year, over 1,600 reports of abuse against our elderly are received by Santa Cruz County Adult Protective Services; and
- WHEREAS,** over 8,700 Watsonville residents are 60 or older, with this number expected to more than double by 2060; and
- WHEREAS,** it is estimated that one out of ten Americans in this age group have experienced elder abuse, and as few as 4% of these instances are actually reported; and
- WHEREAS,** our elderly population has greatly influenced and shaped today's world yet is often vulnerable to mistreatment and neglect, and may be unable to prevent, seek protection from or report it; and
- WHEREAS,** Santa Cruz County is a leader in the State of California in assisting our vulnerable elderly citizens through education, advocacy and collaboration; and
- WHEREAS,** a network consisting of Adult Long Term Care Services, Santa Cruz County Sheriff's and Watsonville Police Departments, District Attorney, Seniors Council, Long Term Care Ombudsman and Public Guardian programs, among other local partners, provide services to these citizens; and
- WHEREAS,** each year we come together as one community to dedicate ourselves to providing a safety net that keeps our elderly safe from abuse, neglect and exploitation.

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize June 15, 2021 as World Elder Abuse Awareness Day, and June as Elder Abuse Awareness Month and encourage all citizens to join us in its observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 8th day of June, Two thousand and twenty one.



Jimmy Dutra, Mayor



WATSONVILLE, CALIFORNIA



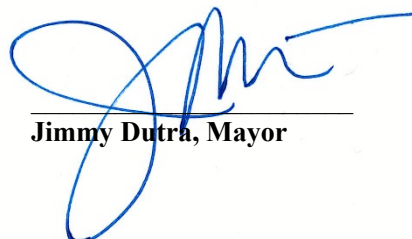
P r o c l a m a t i o n

Relay for Life of Watsonville Cancer Survivors Day June 6, 2021

- WHEREAS,** there are nearly 17 million people with a history of cancer in the United States, most of whom were diagnosed over five years ago; and
- WHEREAS,** organizations have been created nationwide to support these people, as well as those around them; and
- WHEREAS,** one such local organization, Relay for Life, inspires the community to celebrate people who have been touched by cancer, remember loved ones lost and lead the fight for a world without cancer; and
- WHEREAS,** Relay for Life honors those who have battled this disease by embracing National Cancer Survivors Day's annual celebration, held in hundreds of communities around the world on the first Sunday in June; and
- WHEREAS,** funds raised from Relay for Life of Watsonville help fund American Cancer Society's groundbreaking research, including 93 grants in the State totaling more than \$48 million; and
- WHEREAS,** they also provide information and support for those affected by cancer and help people reduce their risk, or find it at an early stage when it's likely most treatable; and
- WHEREAS,** participants of Relay for Life bring together patients, survivors and caregivers from around the County.

NOW, THEREFORE, I, Jimmy Dutra, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize Sunday, June 6, 2021 as "Relay for Life of Watsonville Cancer Survivors Day" and encourage the community to join their movement by starting a fundraising team, making a donation or volunteering during their events.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 8th day of June, Two thousand and twenty one.



Jimmy Dutra, Mayor



WATSONVILLE, CALIFORNIA



Agenda Report

MEETING DATE: Tuesday, June 8, 2021

TO: City Council

FROM: ASSISTANT CITY MANAGER VIDES

SUBJECT: 2021-2023 STRATEGIC PLAN

STATEMENT OF ISSUES:

Every two years, the City Council sets in place a Strategic Plan that aligns the work priorities to the budget and sets forth a vision and priorities for the City and the services for the community.

RECOMMENDED ACTION:

Staff recommends that the City Council approves and adopts the Strategic Plan for 2021-2023.

DISCUSSION:

Background: Since 1994, the Watsonville City Council has developed a Strategic Plan to reinforce long-term planning for both operating and capital projects. The Council Strategic Plan is a roadmap for the future that:

- Articulates the Council's priorities and guides its policy decisions.
- Enables staff to develop feasible, actionable strategies to address the Council's priorities, implement policies, and allocate resources effectively.
- Focuses the City's efforts to engage community members and agency partners in achieving the City's Mission.
- Enables the City to prioritize time and resources in alignment with the Council's priorities.
- Assists the City to be accountable in meeting the community needs.

STRATEGIC PLAN:

On April 10, 2021, City Council and Department Heads convened for a Strategic Planning Workshop to discuss and identify the priorities for the 2021-2023 Strategic Plan. The workshop was open to the public and facilitated by an outside consultant who helped the City Council review progress, past accomplishments, conducted a SWOT

Analysis and to lead a process to identify new Strategic Priorities for the next two years. In preparation for the Workshop the Consultant met with each Council Member to identify and document individual priorities.

After priorities were identified, Council and staff worked to prioritize the supporting strategies and work that will be executed by City Departments in support of the Council Strategic Priorities. Council and staff worked diligently to pare down an extensive list of important issues and created an extensive list of projects, initiatives, services and programs that will be part of the work plan for the next fiscal years.

The seven priorities identified during the Council Workshop were:

- Priority 1: Housing
- Priority 2: Fiscal Health
- Priority 3: Infrastructure & Environment
- Priority 4: Economic Development
- Priority 5: Community Engagement & Well-Being
- Priority 6: Public Safety
- Priority 7: Efficient and High Performing Government

The Strategic Plan will be a living document that features a comprehensive framework that can be adjust based on the current needs of the community. The Council will receive progress report on work accomplished during the midyear and annual budget report. At that time, the Council could consider adding, deleting or modifying the goals and strategies set forth in this document to address emerging priorities or in response of community needs.

The draft of the Strategic Plan is attached for review and final adoption by the Council.

OUTREACH EFFORTS:

It is a priority of the Council to compile community input during the process of preparing the strategic planning document. For this effort, the following outreach was conducted:

Farmers Market - Staff members attended the local Farmer's market to collect feedback regarding what they believe should be the Council's priorities using hands on interactive bilingual posters.

Cabrillo College – Staff stationed a booth outside Cabrillo's Watsonville Campus to capture the opinion of college students on what they believe should be Council's priorities. The same interactive bilingual posters were used to capture the information.

Community Survey: the City contracted with Great Blue Research to develop, conduct and interpret results of a survey directed to residents to gauge input on various topics ranging from City services to equality. The main goal of the survey was to inform the Council on the Strategic Planning Process by conveying community priorities. A total of 500 surveys were captured through phone fielding, 89 through social media links and another 145 were

captured through in person outreach at local fields, laundromats and supermarkets. The survey was designed to capture the following information from City residents:

- Level of satisfaction with City programs and departments
- How do City residents receive their information about the City
- Needs not being addressed by City Program or departments
- Assess current recreational /youth opportunities and support for new youth programs and
- sports facilities
- Perceptions of crime, drug use, and gang activity in the City, and support of funding to increase programs to address such issues
- Perceptions on the development of Watsonville's economy and affordable housing

This survey provides a statically valid sample of community opinions regarding all the priorities explored by the Council. Here is a summary of the input received per priority area:

Housing

- Over four-fifths (84.1%) reported housing security and homelessness are very prevalent issues in the City.
- About two-thirds of respondents indicated the development of affordable housing units (40.5%) should be priorities for the City.
- More than three-quarters of respondents support encouraging more housing developments in the City.

Fiscal Health

- About three-fifths (61.4%) of respondents support paying an amount in sales tax for the improvement and expansion of recreation programs, parks and open space.

Infrastructure & Environment

- Nearly all residents (95.5%) of respondents support creating additional jobs and housing near existing infrastructure.
- Nearly three-fifths or respondents (63.9%) of respondents prioritized paving and repairing streets and roads.

Economic Development

- More than three-fifths or residents indicated they are satisfied with dining opportunities in the City.
- About three-fifths of those surveyed (56.6%) see the City as an excellent or good place to work.

Community Engagement & Wellbeing

- About three-quarters (74.1) reported they are satisfied with the opportunities to participate in community matters while 68.7% were satisfied with the opportunities to volunteer in the City.
- Roughly three-fifths (63.4%) of residents surveyed rated the sense of community in the City as Excellent or good

- Three quarters of respondents, (74.4%) rated the City as an excellent or good place to live.
- Nearly all respondents (96.7%) agree the Library is important to the vitality of the area.

Public Safety

- Roughly two-fifths (39.5%) of respondents indicated reducing crime should be a priority for the City.
- The majority of respondents (87.5%) indicated there is a need for the City to develop more programs designed to reduce crime, drug use, and gang activity.
- 82.6% of respondents are satisfied with Police Department's efforts to reduce crime.
- 89.2% indicated they are satisfied with the Watsonville Fire Department's engagement with community.

NEXT STEPS:

As the Council adopts this Strategic Plan to guide the City's work for FY 2021-2023, it is important to note next steps to evaluate and assess progress towards meeting these goals. The Strategic Plan is used to guide decision-making at all levels of the organization. It allows the City to focus on core functions and ensure that every department is working together towards common goals. To validate that progress was made towards that end, the City Manager Office will prepare two Strategic Plan Progress Report per year. The report will track progress by describing key accomplishments for each identified priority area and the investment that has been made in support of that priority. This reporting is a critical tool of communicating successes and challenges to staff and the community at large.

FINANCIAL IMPACT:

There is no financial impact associated with the approval of the Strategic Plan 2021-2023. Any individual programs and projects requiring budget allocations will be included in the proposed budget (to be reviewed by the City Council) or brought to the City Council for approval.

ALTERNATIVE ACTION:

The City Council may choose to direct staff to continue current services without the implementation of a Strategic Plan or may choose to edit the draft plan as necessary.

ATTACHMENTS AND/OR REFERENCES (If any):

None.

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING THE CITY OF WATSONVILLE STRATEGIC
PLAN 2021-2023**

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

That the City of Watsonville Strategic Plan 2021-2023, a copy of which is attached
hereto and incorporated herein by this reference, is hereby approved.

DRAFT

2021- 2023

City Council
Strategic Plan



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Our Mission

“Working with our community to create positive impact through service with heart”

Our Values

Team work
Integrity & Honesty
Service
Respect

Watsonville City Council 2020-2021



Mayor (D6)
Jimmy Dutra



Mayor Pro Tempore (D7)
Ari Parker



District 1
Eduardo Montesino



District 2
Aurelio Gonzalez



District 3
Lowell Hurst



District 4
Francisco Estrada



District 5
Rebecca Garcia



Every two years, the City Council adopts a Strategic Plan that aligns the Council’s priorities and community needs with the budget and sets forth a forward looking vision for the City organization and the services we offer to the community.

The 2021 - 2023 Strategic Plan includes seven long range priorities. Under each Strategic Priority, the Council identified several strategies and actions that will support meeting the measurable outcomes set forth under each priority.

Strategic Plan: A Road Map for the Future

- Articulates the Council’s priorities and guides it’s policy decisions.
- Enables staff to develop feasible, measurable and actionable strategies to address the Council’s priorities, implement policies, and allocate resources effectively.
- Focuses the City’s efforts to engage community members and agency partners in achieving the City’s Mission.
- Enables the City to prioritize time & resources in alignment with the Council’s priorities.
- Ensures both accountability and transparency in furthering effective policies and City services that meet community needs.

2021-2023 Priorities



Housing



Fiscal Health



Infrastructure & Environment



Economic Development



Community Engagement & Well-being



Public Safety



Efficient & Well Performing Government



Priority 1

Housing

The City will continue to work proactively to remove barriers to accessing stable, quality and affordable housing and strive to create new opportunities to add housing to meet current and future housing needs.. Special emphasis over the next two years will be placed on community education around existing homeowner assistance programs, regulatory changes to encourage and streamline development of underutilized & underdeveloped properties, and completion of the Downtown Watsonville Specific Plan to spur further higher density mixed-use residential housing in the downtown area.

Strategy 1.1

Education & Outreach

Explore new and creative opportunities to increase community outreach and awareness of home buyer and rental assistance programs, tenant support and ADU regulations.

Strategy 1.2

Increase Housing Options

Encourage the development of sustainable, inclusive & affordable homes for all residents while working on the preservation, rehabilitation and expansion of rental housing.

Strategy 1.3

Growth & Development

Explore growth opportunities and policies that will allow for smart and sustainable community growth and development, including completion of the Downtown Watsonville Strategic Plan and development of underutilized and underdeveloped properties.

City departments leading the work to support: Housing Strategic Priority



Community Development



City Manager's Department



City Clerk



Fire Department



Police Department

Priority 2

Fiscal Health

The City will continue to enhance the fiscal sustainability of the City, through prudent financial planning and decision making to ensure the organization can best serve the residents and businesses of Watsonville today and in the future. The primary work under this goal will support identifying long term sustainable funding for parks infrastructure improvements and expansion of youth development programs.

Strategy 2.1

Sustainable Parks Funding

Develop long term and sustainable funding strategies to support parks, youth programs and the arts.

Strategy 2.2

Pension Management

Take proactive steps to control growing pension costs, including exploring operational efficiencies, use one-time funds to pay down debt, and working with CalPERS and the League of California Cities on long term pension sustainability solutions.

Strategy 2.3

Capital Planning

Prioritize capital improvement and maintenance projects to meet current community needs, allow for sustainable and efficient operations and invest in the future.

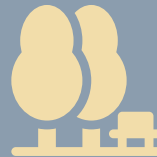
City departments leading the work to support: Fiscal Health



City Manager's Department



Finance Department



Parks Department



Community Development



Innovation & Technology



Public Works Department



Municipal Airport



City Clerk



Fire Department



Priority 3

Infrastructure & Environment

The City will work to build and maintain our infrastructure and preserve the natural environment through careful planning, preservation and maintenance for residents and future generations. Special attention will be given to parks infrastructure improvements, road maintenance and expansion of technology and fiber infrastructure.

Strategy 3.1

Parks and Road Infrastructure

Invest in parks infrastructure while exploring opportunities to partner and work with local organizations to provide recreation services for the community. Continue to repair & resurface roads and implement new traffic safety projects and programs that make Watsonville more accessible to drivers and safer for pedestrians.

Strategy 3.2

Technology Infrastructure

Implement projects that improve City I.T. Infrastructure and that provides higher cyber security measures. Provide opportunities for public Internet access in local parks and expand the fiber optic network.

Strategy 3.3

Environmental Stewardship:

Continue the City's longstanding and proactive efforts to serve as a regional leader in environmental stewardship, preservation and resiliency, including the completion of the City's Climate Action and Adaptation Plan.

City departments leading the work to support: Infrastructure & Environment



City Manager's
Department



Finance Department



Parks Department



Community
Development



Innovation &
Technology



Public Works
Department



Municipal Airport



City Clerk

Priority 4

Economic Development

Strengthen and diversify the City's economy for all, by supporting and growing existing businesses, attracting new businesses and industries, enhancing workforce development, revitalizing downtown, and encouraging the community and local entrepreneurs to invest in the City and grow local businesses, as well as support the economic recovery of businesses post pandemic.

Strategy 4.1

Business Attraction & Expansion

Attract and grow businesses in Watsonville that help strengthen and diversify our local economy and provide new services and living wages for our local residents. This work will include leveraging opportunities to develop under-developed properties, including development of the Manabe-Ow properties.

Strategy 4.2

Downtown

Complete the Downtown Watsonville Specific Plan and continue to work with downtown businesses to improve safety, lighting, & beautification projects, creating a vibrant downtown district that preserves and enhances the diversity and character of Watsonville.

Strategy 4.3

Watsonville Municipal Airport

Build on the success of the Watsonville Municipal Airport as an economic driver destination in the region, including continued revitalization of commercial areas of the airport and expansion of aeronautical and non-aeronautical businesses.

City departments leading the work to support: Economic Development



Innovation & Technology



Community Development



Municipal Airport



City Manager's Department



City Clerk

Priority 5

Community Engagement & Well-being

Actively engage community stakeholders and residents on important issues that affect the quality of life in our community, through working with all members to create a more informed, engaged and thriving community. Engagement efforts will prioritize work around increasing parks access and safety, health and well-being, arts, culture and learning.



Strategy 5.1

Parks Accessibility

Work with the community to assess, promote, and maintain City infrastructure that encourages accessibility and increases the use of parks and enrichment programs.

Strategy 5.2

Partnerships & Health

Improve the quality of life and health for residents of all ages by advancing the community's parks, recreation, arts and culture and through services that promote healthier lifestyles, implementing innovative practices, streamlining and leveraging resources and strengthening community partnerships that connect residents with services.

Strategy 5.3

Services for Youth

Increase safety and positive youth development by improving and increasing programs that promote youth asset development through a common framework for youth development.

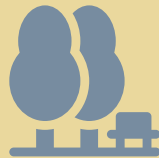
City departments leading the work to support: Community Engagement & Well-being



City Manager's Department



Finance Department



Parks Department



Community Development



Police Department



Public Library



Innovation & Technology



Public Works Department



Municipal Airport



City Clerk



Fire Department



Priority 6

Public Safety

Continue to strive to create a healthy, safe and thriving Watsonville. The definition of public safety under this priority is expansive and it reaches beyond the absence of crime or providing emergency medical response services in the community. Public safety includes saferoads, crosswalks, lighting, traffic, community partnerships, youth development programs, and community oriented police, fire and community services.

Strategy 6.1

Education & Infrastructure

Improve pedestrian safety education and awareness by targeting motorists, cyclists, and pedestrians with safety campaigns, as well as continuing to focus on infrastructure solutions, including crosswalks, installing traffic calming projects and improving shared roads infrastructure.

Strategy 6.2

Youth Development

Support & expand youth development and enrichment programs that help Watsonville youth to thrive, including programs that build confidence, connection, & support the socioemotional health of youth and families in our community. Expand partnerships with community organizations and service providers for purposes of building the community's and City's capacity to support youth, seniors and families.

Strategy 6.3

Traffic Safety & Enforcement

Focus on traffic safety education, infrastructure and enforcement to ensure safe streets for all, including implementation of the City's Vision Zero work plan and strategies to eliminate all traffic fatalities and severe injuries while increasing safe, healthy and equitable mobility for all.

City departments leading the work to support: Public Safety



City Manager's Department



Parks Department



Community Development



Police Department



Public Library



Innovation & Technology



Public Works Department



Municipal Airport



City Clerk



Fire Department



Priority 7

Efficient & High Performing Government

Deliver high-quality and efficient services for the community through a commitment to local government best practices, investing in employee development, ensuring high employee retention, and investment in technology and sound financial management.

Strategy 7.1

Human Resources

Attract, motivate, retain, and develop a well qualified, diverse, & professional workforce dedicated to public service. Lead departments in talent management, succession planning, employee engagement, and positive employee relations.

Strategy 7.2

Technology

Support exploration and implementation of new technologies and softwares to streamline and improve business operations across all City departments.

Strategy 7.3

Financial Management

Focus around providing smoother, more modern customer service, becoming more efficient in routine tasks, and exploring ways to create new financial capacity for City operations.

City departments leading the work to support: Efficient & High Performing Government



City Manager's Department



Finance Department



Police Department



Innovation & Technology



Public Works Department



Municipal Airport



City Clerk



Fire Department

Work Plan

Supporting the Strategic plan

	Contemplated
	In Progress
	Delayed

The list below reflects the work that various City Departments will complete and ideas to be explored during the 2021-2023 Fiscal Years to support the advancement of the Councils Strategic Priorities. Additional work and projects that emerge as part of continued reassessment of community needs could be added as the Council reviews progress of their Strategic Plan or as new operational needs arise.

Strategy 1.1 Education & Outreach	Outreach & public education about housing resources	
	Provide housing roadshow presentations	
	Create a stand-alone ADU website	
	Provide guidance documents and outreach to public on ADU regulations	
	Present to HOA's board of Realtors etc. on property maintenance guidelines	
Strategy 1.2 Increase Housing Options	Explore options to increase home ownership opportunities, develop renting /ownership units for a variety of income levels	
	Promote development of more affordable housing	
	Support implementation of Housing for Health Strategic Plan in partnership with the County	
	Explore farmworker housing	
	Increase housing ownership for low-income	
	Provide rental assistance	
Strategy 1.3 Growth & Development	Consider housing assistance programs for the "missing middle"	
	Explore growth opportunities & policies that allow for smart and sustainable community growth	
Others	Regulatory	
	General Plan Update	
	Prepare the 6th Cycle Housing Element (late 2022)	
	Density	
	Work with Developers & incentivize building high density housing & vertical building	
	Accessory Doweling Units (ADU's)	
	Create easier policies to build ADU'S on larger parcels	
	Establish affordable fees to build ADU'S	
	Pursue creative solutions to increase housing options	
	Responsible Landlord Engagement Initiative	
	Identify funding for landlord engagement initiative	

**Strategy
2.1**
Sustainable
Parks Funding

Develop a program and developer fee to fund public art projects	
Identify and implement a sustainable funding source/strategy for parks and recreation	
Revise park in lieu fees	
Develop a cost recovery policy and plan for parks and recreation	
Develop a Strategic Plan, Financial Sustainability Plan & evaluation tools for city special events	
Fund Ramsay Park Strategic Plan implementation	
Explore future sustainability funding for parks and library services	

**Strategy
2.2**
Pension
Management

Explore debt/pension obligation bonds	
Political: pressure state & CA Supreme Court to rule on pension issue	

**Strategy
2.3**
Capital
Planning

Explore opportunities for public private partnerships	
Prepare Maintenance Master Plan	
Prioritize Capital Improvement priorities	

Others

Bond/Debt	
Leverage bond financing for major infrastructure financing	
Public Education	
Present educational webinars for the community	
Expand public outreach and education about City services	
Investments	
Review City's investment strategy to ensure effective returns	
Business License	
Update business license fee and process	
Increase frequency of Business Tax/ Auditing to ensure compliance	

**Strategy
3.1**
Parks & Road
Infrastructure

Explore opportunities for added parks & sport fields	
Partner with county parks and other parties to identify and pursue funding for acquisition, construction, maintenance and operations for a future sports complex	
Develop maintenance and operational plans to sustainability expand the joint use agreement with PVUSD	
Continue to prioritize, identify funding for and implement park master plans for Ramsey Park and the City Plaza	
City swimming facility	

**Strategy
3.1**
Parks & Road
Infrastructure

Repair & resurface roads	
Conduct a physical accessibility evaluation of all city parks and recreation facilities	
More traffic safety projects/Vision Zero	
Street Reconstruction: Freedom Blvd, 451st St, Green Valley Rd	

**Strategy
3.2**
Technology
Infrastructure

- Build civic plaza MPDE building out
- Complete fiber loop in City
- IT project list
- IT Infrastructure
- Up cyber security ransoms are millions
- Increase Internet speed in City buildings
- Fiber in all parks
- Update phone system
- Leveraging ARPA funding for the presuppose of accelerating infrastructure projects

**Strategy
3.3**
Environmental
Stewardship:

- Adopt Climate Action Plan for City & implement Measures
- Prepare residents for disasters and climate change (Local Hazard Mitigation Plan)
- Install solar panels and electric vehicle charging stations

Others

Walkable/Bike-able

- Install additional bike lanes and trails
- Build pedestrian & bike facilities "safe routes"
- Maintain the character/architecture of the Downtown
- Implement Downtown Complete Streets Plan
- Work on City image and beautification projects

Urban forestry & levees

- Secure local cost share & bring in \$360 M in Federal funding
- Plant more trees
- Implement a City-wide integrated pest management plan policy
- Develop an Urban Forestry Management plan and tree ordinance

Water/Sewer/Garbage

- Replace water/sewer network

Beautification

- Reduce Litter, maintain clean waterways & community
- Address homeless challenges to the environment & neighborhoods
- Control Syringe/Needle liter

Grant Funding

- Allocate American Rescue Plan
- Leverage Intergovernmental Resources
- Develop more robust grant program
- Advocating for flexible funding

Strategy 4.1

Business Attraction & Expansion

- | | |
|---|--|
| Explore options to diversify businesses in the community | |
| Examine zoning/Realign zoning | |
| Continue to improve the development review process through cross- dept collaboration. | |

Strategy 4.2

Downtown

- | | |
|---|--|
| Explore option to increase housing options in the downtown area | |
| Complete General Plan Update | |
| Complete & Adopt the Downtown Watsonville Specific Plan | |
| Manage parking and safe walking/bicycle areas in the downtown | |

Strategy 4.3

Watsonville Municipal Airport

- | | |
|--|--|
| Draft Airport Capital Improvement Plan in support of infrastructure enhancements | |
| Implement the Airport Layout Plan | |
| Provide Unleaded fuel at the Municipal Airport | |
| Develop a community education and outreach strategy | |
| Implement a 2020-2040 Airport Master Plan | |
| Increase jet operations in the municipal airport field | |

Others

Events

- | | |
|--|--|
| Create experiences for people of all ages in the downtown area | |
| Increase the number of downtown events | |

Long Range Planning

- | | |
|----------------------------|--|
| Revitalize Industrial area | |
| Expand Fiber Optic loop | |

Strategy 5.1

Parks Accessibility

- | | |
|---|--|
| Promote walk to school programs | |
| Getting people on trails through activities and events | |
| Promote trail use through activities and events | |
| Upgrade park equipment and create more opportunities for new community programs | |

Strategy 5.2

Partnerships & Health

- | | |
|--|--|
| Economic development, community engagement and wellbeing | |
| Partner with healthcare agencies to plan and implement health focused programs like parks (Parks Rx) | |
| Utilize social determinants of health in all City programs | |
| Promote & maintain a safe living environment (code enforcement) | |

**Strategy
5.3**
Services
for Youth

Increase the quality of youth programs including case management especially during evening and weekend hours	
Develop and grow a Youth Action Council (YAC)	
Re-establish and grow youth and adult sports programs	
Continue to decrease youth involvement in the Criminal Justice System	
Provide innovative services to support school success, lifelong learning and intellectual and social development of our youth	
Youth Academy: provide mentorship and educational opportunities for local youth	

Others

Volunteers

Lead city volunteer program and implement and adopt a park program	
Host community clean up day	

Homelessness

Support sustainable solutions to homelessness	
Work with County and State for additional mental health & homelessness services	
Support Housing for Health Framework	

Safety

Community public safety academy	
Expand cadet program with Fire Department	
Conduct traffic safety education for youth, un-housed & elderly	

Outreach

Conduct culturally appropriate outreach to all members of the community	
Increase the number of community events, ie. open streets	
Expand Agua con la Chota program and other community engagement opportunities for the Police Department	
Increase social media presence and engagement	

Communication/Technology

Revamp City's website	
Upgrade Council Chamber Infrastructure	
Implement citizen self serve for Online plan submittal	

Services for Older Adults

Develop an age friendly community action plan, including effective operation of the Watsonville Senior Center	
Facilitate lifelong learning opportunities for all residents	

Environment

Complete & Adopt Environment Justice Element	
--	--

Others

Community Expression/Arts

Celebrate the unique diversity and heritage of our community

Partnerships with other organizations, agencies to increase services

Strategy 6.1

Education & Infrastructure

Implement the Complete Streets Plan

Adopt 2021 building code (in 2022)

Adopt an Airport Land Use Plan into the General Plan

Improve crosswalk safety measures

Install traffic calming infrastructure

Increase neighborhood watch efforts

Strategy 6.2

Youth Programs

Provide youth leadership programs

Look for opportunities to partner with local non-profits

Utilize library as partner for outreach

Bring educational safety awareness training to schools and youth programs

Expand Caminos program to include second offenders & non violent felons

Expand PD & Fire youth programs

Expand arts, music & reading

Strategy 6.3

Traffic Enforcement

Hire additional traffic officers

Encourage officers to enforce traffic laws

Evaluate feasibility for pedestrian only streets

Others

Recruitment/Enforcement

Promote women in law enforcement recruitment program

Explore pilot program for community conflict resolution

Funding/Policy

Improve striping and street signage

Consider AD HOC recommendations for future implementation

Increase tech support for public safety

Strategy 7.1

Human Resources

Attract and retain talented and diverse workforce

Support employee safety and well-being

Streamline internal processes

**Strategy
7.2**
Technology

Purchase & Implement housing software to streamline operations (housing).

Enhance City security posture

Implement Technical Advisory Committee

Update technology security and standards

Implement a ticketing system

**Strategy
7.3**
Financial
Management

Modernize financial services

Provide training for all City Departments



City Council

Strategic Plan

FY 2021-2023

What is the Council Strategic Plan?

Every two years, the City Council adopts a Strategic Plan that aligns the Council's priorities and community needs with the budget and sets forth a forward looking vision for the City organization and the services we offer to the community.

The 2021 - 2023 Strategic Plan includes seven long range priorities. Under each Strategic Priority, the Council identified several strategies and actions that will support meeting the measurable outcomes set forth under each priority.



Process to Establish The Plan

- Council Interviews
- Community Survey
- Council Workshop
- Community Meetings



Highlights of the Plan

Aligns with budget

Organized by:

- Priorities
- Strategies
- Work plan

It is flexible and adaptable to changing community needs

DEPARTMENT GOALS CITY MANAGER

Division: City Manager (120)

Purpose:

To provide leadership, direction and support to City departments in implementing City Council's Strategic Priorities, to support and improve the quality of life of the Watsonville residents while ensuring diversity, equity, inclusiveness, economic prosperity and environmental stewardship at the core of our services.



Housing



Fiscal Health



Infrastructure & Environment



Economic Development



Engagement & Well-being



Public Safety



Efficient & High Performing Gov.

Strategic Goals & Objectives

Strategic Goals & Objectives	Housing	Fiscal Health	Infrastructure & Environment	Economic Development	Engagement & Well-being	Public Safety	Efficient & High Performing Gov.
Ensure the effective implementation of the City Council's direction, within the framework of policies, budget and priorities	●	●	●	●	●	●	●
Lead community engagement, public outreach and education efforts in coordination with all City Departments					●	●	
Expand business support, outreach and attraction			●	●			
Coordinate and prioritize budget and resources to meet critical community needs.	●	●	●	●	●	●	●
Support community's recovery from losses caused by COVID-19 pandemic.	●	●	●	●	●	●	
Foster a high functioning work place that support employee engagement, career growth and strives for excellence in serving the Watsonville Community	●	●	●	●	●	●	●

Housing

The City will continue to work proactively to remove barriers to accessing stable, quality and affordable housing and strive to create new opportunities to add housing to meet current and future housing needs. Special emphasis over the next two years will be placed on community education around existing homeowner assistance programs, regulatory changes to encourage and streamline development of underutilized & underdeveloped properties, and completion of the Downtown Watsonville Specific Plan to spur further higher density mixed-use residential housing in the downtown area.



1.1

**Education &
Outreach**

1.2

**Increase
Housing
Options**

1.3

**Growth &
Development**

Fiscal Health

The City will continue to enhance the fiscal sustainability of the City, through prudent financial planning and decision making to ensure the organization can best serve the residents and businesses of Watsonville today and in the future. The primary work under this goal will support identifying long term sustainable funding for parks infrastructure improvements and expansion of youth development programs.



2.1

**Sustainable
Parks
Funding**

2.2

**Pension
Management**

2.3

**Capital
Planning**

Infrastructure & Environment

The City will work to build and maintain our infrastructure and preserve the natural environment through careful planning, preservation and maintenance for residents and future generations. Special attention will be given to parks infrastructure improvements, road maintenance and expansion of technology and fiber infrastructure.



3.1

**Parks & Road
Infrastructure**

3.2

**Technology
Infrastructure**

3.3

**Environmental
Stewardship**

Economic Development

Strengthen and diversify the City's economy for all, by supporting and growing existing businesses, attracting new businesses and industries, enhancing workforce development, revitalizing downtown, and encouraging the community and local entrepreneurs to invest in the City and grow local businesses, as well as support the economic recovery of businesses post pandemic.



4.1

**Business
Attraction &
Expansion**

4.2

Downtown

4.3

**Municipal
Airport**

Community Engagement & Well-being

Actively engage community stakeholders and residents on important issues that affect the quality of life in our community, through working with all members to create a more informed, engaged and thriving community. Engagement efforts will prioritize work around increasing parks access and safety, health and well-being, arts, culture and learning.



5.1

**Parks
Accessibility**

5.2

**Partnerships &
Health**

5.3

**Services for
Youth**

Public Safety

Continue to strive to create a healthy, safe and thriving Watsonville. The definition of public safety under this priority is expansive and it reaches beyond the absence of crime or providing emergency medical response services in the community. Public safety includes safe roads, crosswalks, lighting, traffic, community partnerships, youth development programs, and community oriented police, fire and community services.



6.1

**Education &
Infrastructure**

6.2

**Youth
Development**

6.3

**Traffic Safety &
Enforcement**

Efficient & High Performing Gov.

Deliver high-quality and efficient services for the community through a commitment to local government best practices, investing in employee development, ensuring high employee retention, and investment in technology and sound financial management.



7.1

**Human
Resources**

7.2

Technology

7.3

**Financial
Management**

Work Plan

Supporting the Strategic plan

The list below reflects the work that various City Departments will complete and ideas to be explored during the 2021-2023 Fiscal Years to support the advancement of the Councils Strategic Priorities. Additional work and projects that emerge as part of continued reassessment of community needs could be added as the Council reviews progress of their Strategic Plan or as new operational needs arise.



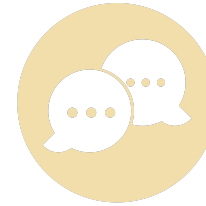
Strategy 1.1 Education & Outreach	Outreach & public education about housing resources	
	Provide housing roadshow presentations	
	Create a stand-alone ADU website	
	Provide guidance documents and outreach to public on ADU regulations	
Strategy 1.2 Increase Housing Options	Present to HOA's board of Realtors etc. on property maintenance guidelines	
	Explore options to increase home ownership opportunities, develop renting /ownership units for a variety of income levels	
	Promote development of more affordable housing	
	Support implementation of Housing for Health Strategic Plan in partnership with the County	
	Explore farmworker housing	
	Increase housing ownership for low-income	
Strategy 1.3 Growth & Development	Provide rental assistance	
	Consider housing assistance programs for the "missing middle"	
	Explore growth opportunities & policies that allow for smart and sustainable community growth	
Others	Regulatory	
	General Plan Update	
	Prepare the 6th Cycle Housing Element (late 2022)	
	Density	
	Work with Developers & incentivize building high density housing & vertical building	
	Accessory Doweling Units (ADU's)	
	Create easier policies to build ADU'S on larger parcels	
	Establish affordable fees to build ADU'S	
	Pursue creative solutions to increase housing options	
	Responsible Landlord Engagement Initiative	
	Identify funding for landlord engagement initiative	

Strategy 2.1 Sustainable Parks Funding	Develop a program and developer fee to fund public art projects	
	Identify and implement a sustainable funding source/strategy for parks and recreation	
	Revise park in lieu fees	
	Develop a cost recovery policy and plan for parks and recreation	
	Develop a Strategic Plan, Financial Sustainability Plan & evaluation tools for city special events	
Strategy 2.2 Pension Management	Fund Ramsay Park Strategic Plan implementation	
	Explore future sustainability funding for parks and library services	
Strategy 2.3 Capital Planning	Explore debt/pension obligation bonds	
	Political: pressure state & CA Supreme Court to rule on pension issue	
Bond/Debt	Explore opportunities for public private partnerships	
	Prepare Maintenance Master Plan	
	Prioritize Capital Improvement priorities	
Others	Public Education	
	Leverage bond financing for major infrastructure financing	
	Investments	
	Present educational webinars for the community	
	Expand public outreach and education about City services	
	Business License	
	Review City's investment strategy to ensure effective returns	
	Update business license fee and process	
	Increase frequency of Business Tax/ Auditing to ensure compliance	
Strategy 3.1 Parks & Road Infrastructure	Explore opportunities for added parks & sport fields	
	Partner with county parks and other parties to identify and pursue funding for acquisition, construction, maintenance and operations for a future sports complex	
	Develop maintenance and operational plans to sustainability expand the joint use agreement with PVUSD	
	Continue to prioritize, identify funding for and implement park master plans for Ramsey Park and the City Plaza	
	City swimming facility	
Strategy 3.1 Parks & Road Infrastructure	Repair & resurface roads	
	Conduct a physical accessibility evaluation of all city parks and recreation facilities	
	More traffic safety projects/Vision Zero	
	Street Reconstruction: Freedom Blvd, Airport Blvd, Green Valley Rd	



Recommendation

Approve and adopt the City of Watsonville
Strategic Plan for 2021- 2023





Agenda Report

MEETING DATE: Meeting Date

TO: City Council, Successor Agency, and Successor Housing Agency

FROM: ADMINISTRATIVE SERVICES DIRECTOR CZERWIN

SUBJECT: PROPOSED FY 2021-22 and 2022-23 BUDGET AND RELATED ACTIONS

STATEMENT OF ISSUES:

Review and discussion of the proposed FY 2021-22 and FY 2022-23 Biennial Budget and related actions

RECOMMENDED ACTION:

It is recommended that the Council and Successor Agency and Successor Housing Agency Boards of the City of Watsonville review the proposed FY 2021-22 and FY 2022-23 Biennial Budget plan and take the following action

- 1) Appropriate motions if any:
- 2) Introduce an uncodified ordinance increasing the compensation for each member of the City Council from \$578.81 to \$607.75 per month as allowed for under Government Code Section 36516 or alternatively, in addition to the 5% compensation increase, the Council could also decide to opt-into the City's \$50,000 term life insurance policy at a cost to each Councilmember of approximately \$10.00 per month.

DISCUSSION:

The City Council and Successor Agency and Successor Housing Agency Board of the City of Watsonville will consider the following actions at its June 22, 2021 meeting:

- 1) Resolution adopting the FY 2021-22 and FY 2022-23 Biennial Budget plan, providing certain transfers of funds & approve the remaining four years of the Five-Year Capital Improvement Program
- 2) Resolution authorizing the creation of a CalPERs smoothing reserve of \$1 million from available fund balance
- 3) Adopt the resolution continuing the Voluntary Time-Off program for Fiscal Year 2021-22 allowing employees to reduce their work week while maintaining current health benefit levels while prorating other benefits; and
- 4) Approve a resolution adopting various rates and fees at the Airport
- 5) Approve a resolution adopting facility rental fee schedule for the Parks and Community Services Department

- 6) Resolution establishing the “Total Annual Appropriations” pursuant to State Constitution Article XIII-B for Fiscal Year FY 2021-22 (Proposition 4 GANN spending limit)
- 7) Ordinance instructing Santa Cruz County to levy and collect property tax on taxable property within the City of Watsonville for fiscal year beginning July 1, 2021 to June 30, 2022 at the levy rate of 0.077% and allocating proceed to the Retirement Fund
- 8) Successor Housing Resolution authorizing the expenditure of low and moderate-income housing funds
- 9) Successor Agency Resolution find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project outside the project area will be of benefit to the project area
- 10) Adopt Final Ordinance increasing the compensation for each member of the city council from \$578.81 to \$607.75 per month as allowed for under Government Code Section 36516 or alternatively the Council may choose to opt in to purchase a term life insurance policy at the City's cost to provide a \$50,000 term life insurance policy for all council members (at a cost of approximately \$10 per month), and the remaining 5% will be paid as salary.

Budget Highlights

The Budget for Fiscal Year 2021-22 and FY 2022-23 for the City of Watsonville totals \$182,133,470 and \$180,398,932 million respectively as summarized in Table 1 below.

Table 1: Fiscal Year 2021-22 and FY 2022-23 Budget Summary

	GENERAL FUND	Total Special Revenue Funds	Total Internal Service Funds	Private Trust Fund	Total Enterprise Funds	Debt Service Fund	Total All Funds
FY 2021-22							
Total Resources	47,376,666	23,246,937	18,784,422	2,012,247	58,315,161	832,765	150,568,198
Total Uses	51,103,353	32,476,764	19,762,652	2,012,247	75,945,687	832,767	182,133,470
Surplus / (Shortfall)	(3,726,687)	(9,229,827)	(978,230)	-	(17,630,526)	(2)	(31,565,272)
FY 2022-23							
Total Resources	48,805,419	32,846,416	19,226,727	1,901,634	59,020,565	813,429	162,614,190
Total Uses	53,455,094	35,011,469	18,917,471	1,901,634	70,299,833	813,431	180,398,932
Surplus / (Shortfall)	(4,649,675)	(2,165,053)	309,256	-	(11,279,268)	(2)	(17,784,742)

The Covid-19 Coronavirus pandemic did not impact Watsonville nearly as much as we had anticipated at this time last year. This has left the City in a position to be cautiously optimistic as we prepared our budget. Across all funds, we are adding back some, but not all of the reductions from the prior year. Many funds have also accumulated one-time balances that we are able to use to address deferred capital and one-time needs. Watsonville is in better shape than many cities in the Monterey Bay Region, but prior structural deficits, increasing CalPERS liabilities, and long deferred maintenance needs mean we still need to proceed with caution as we emerge from the pandemic.

General Fund

The General Fund is projected to increase operating expenditures and revenues in the next two years and spend down on accumulated Fund Balance. Several years of growth prior to the pandemic plus careful budgeting during the pandemic has resulted in General Fund balance of nearly 35%, more than the City's policy of 20%. We are taking advantage of that to make some significant investments in capital and one-time needs. We are also restoring the departments hardest hit by pandemic reductions, namely the Parks and Community Services department and the Community Development Department. Other departments are being held mostly flat, aside from cost increases to salary and benefits, materials and contracts. This is allowing us to reset the general fund budget to sustainable levels. Prior to the pandemic, the General Fund budget was facing structural deficits far into the future. As we recreate our general fund budgets we are being conscious not to recreate those same structural problems.

Revenues:

Property Tax- We are budgeting base property tax to be 3.6% above estimated FY 2020-21 collections for a total of \$13,278,103. Property taxes are collected based on County Assessor rolls that were formally closed in January of 2021. At that time, the normal Prop 13 assessed CPI growth was 1.3%, less maximum allowed 2%. However, we are expecting some of this lower than normal base assessment growth to be offset by increases in supplemental property taxes and deed transfers as pent up demand for home buyers has pushed property values up.

Sales Tax – Sales tax has been the most closely watched and most volatile during the pandemic. The worst quarter during this time frame was the last quarter of FY 2019-20. Since then, sales tax has grown and surprised us each quarter with strong growth in auto sales and county pool allocations more than making up for losses in other areas such as fuel, restaurants, and hotels. We are expecting some of this strong growth to level off in FY 2021-22, expecting that auto sales will decrease slightly to more normal levels and that our allocations from the pools will also taper off as tourism related shopping returns to the rest of the county and decreases our share of the county pools. Nevertheless, we are expecting sales tax to grown by 2.5% in FY 2021-22 and 3.3% in FY 2022-23

Sales Tax is 25% of General Fund revenue. The City also is supported by sales tax in a number of special funds including the Library, the Measure Y Public Safety Sales tax, and Measure D transportation. Each of these funds is likewise impacted by similar assumptions discussed later in this report.

Hotel Tax – Hotel tax is a much smaller percentage of the City's overall revenue mix. Nevertheless, this revenue stream was the most impacted by the pandemic. Projections for FY 2020-21 has us receiving only 58% of what was received in FY 2018-19. We are hopeful that with the June 15 reopening of the state and the new opening of the Hampton Inn on Lee Rd. that Hotel Tax will return to its FY 2018-19 level next fiscal year and then grown by 3% in FY 2022-23.

Utility User Tax- Utility User Tax represents about 8.7% of General Fund revenues. This tax stream tends to be more stable as it a tax on telecommunication services, electricity, gas and water. This revenue has been basically flat in the current year and we are expecting normal growth of 3% in each of the two budget years.

Community Development Department Revenues – The community development charges fees for many of its services including inspections, plan check, and permit issuance. The department has been incredibly busy during the pandemic and their revenues reflect that. Much of their expenditures that were initially cut in the FY 2020-21 budget were restored during mid-year budget adjustments to keep up with the volume of work. In FY 2021-22 budget we are expecting this high level of work to continue and are growing their revenues accordingly. They are also working with consultants on several very large planning projects such as the mini warehouse proposal on Nielson St. and the Manabe Ow specific plan area. Those developers will be paying the cost of the planning consultants and the department's revenues reflect those reimbursements.

Parks and Community Services Revenues – The Parks and Community Services department was the hardest hit by the pandemic with much of their normal service offerings prohibited. It is only within the last few months that the department was able to restart somewhat normal recreation and sports activities. The June 15 state reopening should allow for even more. Despite the reopening it will take time for the department to rebuild its staff and catalog of services and furthermore we expect some hesitancy from the public in participating in activities in the same pre-pandemic way. Therefore, we are expecting that FY 2021-22 revenues will still only about 80% of pre-pandemic levels, but will be fully recovered by FY 2022-23.

Other General Fund revenues make up smaller and smaller portions of the overall revenues and we are projecting fewer fluctuations. This includes items like business licenses and parking permits, franchise fees lease revenues and interest. Each item was analyzed on its own and reviewing past experience. The budget does assume the use of \$442,000 of American Rescue Plan Act (ARPA) funds in each year. There are many parts of the budget that we believe will be eligible to be covered by ARPA funds but we are specifically assuming this amount is being used to assist us in restoring programs and services to the Parks and Community Services Department.

Table 2 below summarizes all the revenue impacts described above.

Table 2: General Fund Revenue Summary

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Revenues	Actual	Projection	FY 22	FY 23
Property Tax	12,712,164	12,819,345	13,287,103	13,665,969
Sales Tax	10,842,869	11,779,093	12,080,264	12,484,443
Utility	4,264,876	4,012,088	4,132,451	4,256,424
Hotel	991,893	683,990	1,173,440	1,208,643
Transfer In	3,594,119	3,900,255	4,126,938	4,146,299
Other Revenues	5,101,302	4,315,015	4,947,812	5,067,229
	37,507,223	37,509,786	39,748,008	40,829,008
CDD	1,174,548	1,531,000	1,864,000	1,801,000
Police	1,662,061	902,402	1,302,000	1,322,020
Fire	314,800	1,439,444	469,200	489,051
PCS	674,906	481,623	791,250	1,062,500
PW	97,243	118,117	299,179	304,321
Other	3,117,521	3,332,856	2,903,031	2,997,522
Total GF Revenue	44,548,302	45,315,228	47,376,668	48,805,422

Expenditures

Even before the pandemic Watsonville was facing structural shortfalls with expenditures projected to grow faster than revenues primarily driven by increasing unfunded actuarial liability (UAL) retirement costs. In response to the pandemic, over \$4 million was cut from the General fund operating budget including 20 positions. In order to achieve a more structurally balanced budget most of those positions and reductions were not added back. Increases reflected in this budget reflect increases to salaries and benefits for existing employees and increases in contracts, materials, and other inflationary items. The exceptions to this are the Parks and Community Services and Community Development Departments as described below.

Salaries– Salaries and make up 51% of General Fund operating expenditures and therefore represent the greatest increase in costs. It is also the area that was most greatly reduced during the pandemic and therefore the area most in need of restoration. The increases reflect new positions at the Parks and Community Services (PCS) department, the Community Development Department, and Public Works. It also reflects the restoration of furloughs taken by all non-sworn bargaining units, restoring temporary salaries to the PCS department, and restoring some employees who voluntarily taken reduced schedules and salary back to full time. The budget also reflects both actual and expected contractual raises for all of our bargaining units.

Unfunded Actuarial Liability (UAL) – The City's UAL increases continue to be a challenge. In FY 2021-22 UAL costs will represent 10.5% of the general fund operating budget. The total of \$4.9 million represents a \$765 thousand increase from the prior year. UAL costs are expected to continue to rise much faster than our revenues in each of the next 3 fiscal years, peaking in FY 2023-24. To help offset these increases we are proposing the creation of a CalPERS smoothing reserve of \$1 million. By using some of our accumulated one-time fund balance to

pay for these large increases until we reach the peak we can reduce the impact to our operating funds.

Other Benefits – Other benefits such as normal retirement costs, social security, and Medicare are expected to rise at similar rates to salaries. The City of Watsonville has fared better than most cities in relation to health benefits in recent years with little to no increases. We are hopeful that trend will continue and have budgeted for 2.5% increase in health care costs in each of the budget years.

Other non-position costs – Other citywide non-position impacts to the general fund are minimal. We are budgeting for rate increases for Water, Sewer, and Solid Waste as proposed by the Public Works department and approved by the Council. Other items of not are increases to our JPA contract with the county for 911 and Animal Shelter services.

Select Department Changes

All departments are impacted by the citywide impacts described above. In addition, several departments had major programmatic changes and they are highlighted and described below. Table 3 shows the proposed General Fund operating budget by department.

Table 3: General Fund Operating Budget by Department

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	% Increase
	Actual	Original Budget	Proposed Budget	Proposed Budget	from FY 2020-21
CITY CLERK	802,344	916,149	1,205,357	1,053,243	31.6%
COMMUNITY DEVELOPMENT	2,333,698	1,877,969	2,916,910	2,909,995	55.3%
FINANCE	1,579,219	1,590,665	1,711,099	1,778,653	7.6%
FIRE	7,538,289	7,150,127	7,956,138	8,306,447	11.3%
GENERAL GOVERNMENT	1,818,098	2,284,873	2,435,519	2,511,633	6.6%
INNOVATION & TECHNOLOGY	1,539,546	-	-	-	
LIBRARY	551,899	541,484	629,485	638,284	16.3%
NON DEPARTMENTAL	2,180,881	2,301,470	2,759,123	2,772,985	19.9%
PARKS & COMM SERVICES	4,363,873	3,408,817	5,216,337	5,622,022	53.0%
POLICE	18,398,200	18,951,725	20,278,271	21,141,109	7.0%
PUBLIC WORKS	1,428,184	1,410,113	1,625,627	1,668,240	15.3%
Total	42,534,231	40,433,392	46,733,866	48,402,612	15.6%

Community Development Department – As described above the revenue section, the Community Development Department saw no slow down and actually an increase in demand for their services throughout this past year. Their budget was increased several times during the current fiscal year in order to meet that demand and this budget reflects that annualization of those changes. It includes an increase of three positions for the FY 2020-21 Original budget and increases to contract services. All of the increases of this department are paid for with their own expected revenue increases. If their revenues or demand for services declines they will be expected to reduce their budget accordingly.

Parks and Community Services Department- The Parks and Community Service was drastically reduced in last year's budget. This year, we are happy to say the department is

fully restored plus a bit extra. We have increased Parks staff and salaries to maintain our parks and the city's landscaping needs. We have restored recreation and community services staff so they can once again offer services. It will take some time for the department to rebuild and for the public to have confidence in participating in the same ways, therefore you will see even larger increases for the department planned for the second year of the budget. We have also decided to move the science workshop program from the public works department to PCS to better leverage our combined child programming resources. The department has also decided to reorganize its accounting structure to make it easier to understand and administer.

Other General Fund Operational Changes- As discussed, most of the increases reflected in the table above reflect increased costs of doing business and increases in salary and benefits for existing employees. A few other changes to acknowledge include the cost of running upcoming 2022 elections in the City Clerk's department, the expected increase in costs for City Attorney services as our long standing City Attorney is set to retire, an additional facilities maintenance position in the public works department to help maintain General Fund facilities primarily parks and recreation activities, additional money towards maintaining our sloughs and wetlands, and a contribution toward the public works environmental sustainability group.

Five Year Outlook

Our five-year projection assumes no new programmatic changes. It is a snapshot of "If we were to continue doing what we are doing, what would it cost." To that end it takes the two-year budget produced and described above and adds some assumed inflationary factors to both the revenues and expenses. This of course will be refined and updated each year as information becomes available, as economic conditions change, as new priorities arise, and as decisions are made to keep the City's budget in balance. Table 4 reflects the General Fund's five-year outlook with major assumptions described below.

Table 4: General Fund Five-Year Outlook

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenue	47,376,668	48,805,422	49,423,890	50,771,375	52,172,639
Expense	51,103,353	53,455,095	50,683,349	51,465,981	52,413,160
Revenue less Expense	(3,726,685)	(4,649,673)	(1,259,459)	(694,606)	(240,520)
Available One-Time Funds	3,726,685	4,649,673			
Net Deficit	-	-	(1,259,459)	(694,606)	(240,520)

Property Tax: Based on historical averages we are projecting 3.5% increase in each of the out years.

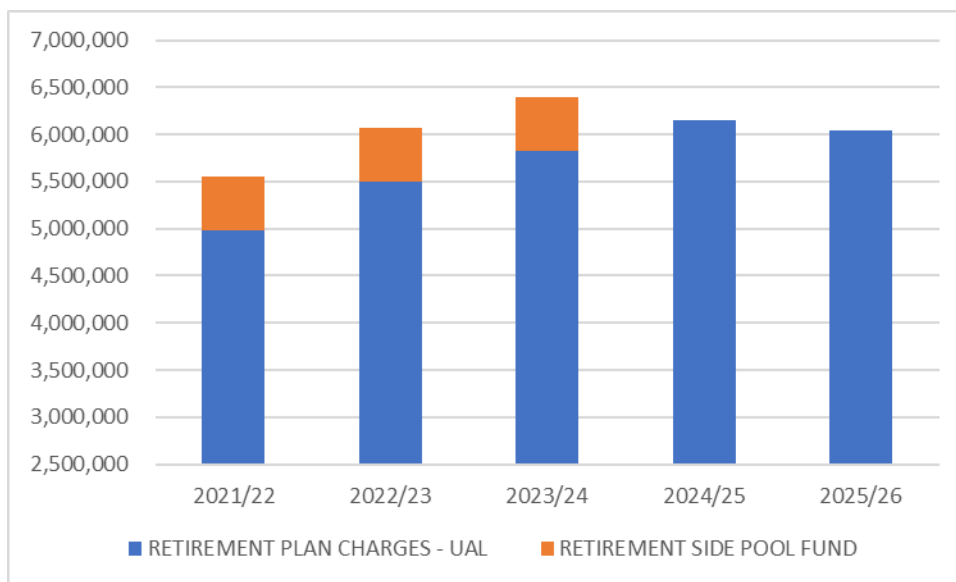
Sales Tax: FY 2021-22 sales tax is expected to level off as our pool shares readjust to a reopened economy followed by 3.5% economic recovery growth in FY 2022-23. The out years are assumed to grow at 3% similar to past trend and assuming some normal growth.

Other Non-Department and Departmental Revenues: Are projected to grow between 2% and 3% for each of the out years assuming some normal amount of inflation.

Salaries: In the last three years we assume salaries grow very gradually, at 2%.

Retirement Costs: The normal cost portion of our retirement is anticipated to grow at the same rate as our salaries. The unfunded liability of our portion is based on the most recent actuarial reports from CalPERS and is expected to peak in FY 2024-25. Furthermore, the city has a side loan to pay off UAL from the Tier II category safety employees which ends in FY 2023-24, allowing that money to be deployed towards other retirement liabilities. As shown in chart 1, we have a hump to get over in the next few years before our retirement costs are expected to become more manageable. This is why we are requesting the creation of a CalPERS smoothing reserve.

Chart 1: General Fund 5-Year Retirement Costs



Health Benefits – While Watsonville has seen little to no increases in our health insurance costs in recent years we know this is an anomaly in the industry and among our peer cities. As such, we do not expect this trend to continue and are assuming a 5% growth in health insurance costs in the out years.

Utilities – We assume the newly adopted rate increase schedule for the Public Utilities of 1% for Water, 7.5% for Wastewater, and 7.5% for Solid Waste

Other Non-Personnel Costs – We assume these costs will increase by 2%, an assumed proxy for CPI

Operating Capital- After years of not factoring operating capital and maintenance into the 5-year plan, our target is to increase the amount of operating capital to just over \$1 million in FY 2023-24 and each of the out years according to the five-year CIP plan. The City has over \$30 million in unfunded capital needs. We continue to look for outside funding sources to meet those needs, however, budgeting a realistic amount of capital to maintain our facilities is

imperative to preventing projects from becoming larger and more expensive replacement projects.

Select Special Revenue Funds

Table 5: Select Special Revenue Funds

	0250- LIBRARY	0305-GAS TAX	0306-SB 1	0310- MEASURE Y	0790-IT ISF
Projected Fund / Cash Balance 6/30/2021	1,366,989	788,060	1,786,888	3,673,646	1,498,671
FY 2021-22					
Total Resources	3,705,459	1,276,440	1,046,279	4,440,577	3,497,761
Total Uses	3,866,242	1,831,435	2,498,313	5,845,354	4,475,991
Surplus / (Shortfall)	(160,783)	(554,995)	(1,452,034)	(1,404,777)	(978,230)
FY 2022-23					
Total Resources	3,782,752	1,314,339	955,000	4,571,836	3,602,694
Total Uses	3,790,881	1,232,264	300,000	4,989,417	3,293,438
Surplus / (Shortfall)	(8,129)	82,075	655,000	(417,581)	309,256
Projected Fund / Cash Balance 6/30/2023	1,198,077	315,140	989,854	1,851,288	829,697

Library Fund

The Library fund is supported through a county special sale and use tax. As such, we expect its revenues to return to normal levels and follow sales tax patterns described above. The library had planned to use its fund balance in order to make it through the pandemic. That wasn't necessary and now plan to spend some of that fund balance on a capital project to improve their restrooms. They are also adding back temporary salaries and increasing their book budget to prepare for reopening.

Gas Tax and SB1

The gas tax is expected to normalize as people return to the streets. These funds pay for roadway projects and also include some staff and material costs for regular maintenance of the streets. The transportation arm of the Public Works department has been very successful in recent years in receiving grants for transportation projects in addition to these special revenue funds.

Measure Y (G)

In March 2020, Watsonville voters overwhelmingly voted to pass Measure Y and renew the existing half cent public safety sales and use tax. Coming out of the Covid-19 Pandemic, sales tax has been stronger than anticipated and we are expecting this revenue stream to increase 3.8% over fiscal year 2020-21. This will allow all departments to increase their expenditure budgets. The Fire Department is requesting to add 2 firefighter positions. The Police Department is requesting an administrative analyst and records clerk position along with increases to the mental health/CARE program and restoring salaries and contracts for the

Camino's youth development program. The Parks and Community Services Department is increasing salaries for the operation of the youth center and for maintenance of the parks. Fire and Police are also proposing to use their accumulated balances to purchase specialized equipment for their departments and invest in some building maintenance and repairs.

Innovation & Technology – The Innovation and Technology (IT) Department was moved to its own internal service fund last fiscal year. Due to some vacancies and not being able to complete some large projects the fund is expected to begin this two-year cycle with a starting fund balance. Over the next few years the department is expected to use that balance to complete a number of large and needed technology projects for the City including, updating the audio and visual capabilities of our Council Chambers and Community Rooms, completing a security assessment, replacing our phone system, along with keeping up with regular server maintenance and upgrades and keeping up with the ever-increasing technological needs of running the City.

Select Enterprise Funds

Table 6: Select Enterprise Funds

	0710- WASTE WATER	0720- WATER	0730- AIRPORT	0740-SOLID WASTE	0741- LANDFILL CLOSURE
Projected Fund / Cash Balance 6/30/2021	11,506,388	25,849,439	650,878	5,673,636	4,164,652
FY 2021-22					
Total Resources	16,530,385	21,569,685	3,951,476	16,031,004	150,761
Total Uses	24,145,737	30,663,012	3,874,938	16,338,896	841,361
Surplus / (Shortfall)	(7,615,352)	(9,093,327)	76,538	(307,892)	(690,600)
FY 2022-23					
Total Resources	17,110,953	21,905,221	3,721,731	16,050,049	150,761
Total Uses	18,014,791	29,835,262	3,721,731	15,894,525	2,751,761
Surplus / (Shortfall)	(903,838)	(7,930,041)	0	155,524	(2,601,000)
Projected Fund / Cash Balance 6/30/2023	2,987,198	8,826,071	727,416	5,521,268	873,052

The Utility Enterprises of Wastewater, Water, and Solid Waste are proposing minimal changes to their operating budgets. The Council approved a new five-year rate schedule to take effect beginning July 1. Unlike the general fund, much of the cost increases in the Utility enterprises are not driven by personnel but by the cost of capital, the costs of materials and supplies, and in the case of Solid Waste, the cost of disposal contracts.

The Airport fund is supported through three revenue streams: leasing of commercial properties: leasing of Aviation Storage units: and aviation fuel sales. The department was overly conservative in its budget approach in FY 2020-21 and is expecting revenues to improve in the budget cycle. As such they are adding back one position that they reduced and

planning to tackle some capital projects that had been delayed. They also plan to begin offering unleaded fuel to pilots as an environmentally friendly fuel source not available at other nearby airports. The airport is committing a portion of its Special Events budget to community outreach efforts by partnering with local schools, organic farmers, and emergency services groups. The Airport is currently in the process of completing a master plan update that informs their capital and operations in future years.

Five-Year Capital Improvement Plan

The Five-Year Capital Plan helps the City prioritize its funding and planning for longer term structural needs. Last year, all departments submitted a comprehensive list of all capital needs and projects. This year represents an update to that five-year plan. Departments were encouraged to submit all their known capital needs knowing that the City may not be able to fund all projects but to inform the scope of need within the City. Several departments have recently been through Master Planning processes which informed their requests. Furthermore, the Public Works and Utility departments have recently completed a rate study and incorporated their capital plans into that study.

The prioritization and decision process differed depending on funding source. For the General Fund, this year's guiding principles were:

- 1) To group like projects together as much as possible in order to create efficiencies by collaborating across the City;
- 2) To match or sync up with grant or other funding activities occurring at the same time; and
- 3) Projects required by changes in law or operational necessity.
- 4) Maximize the use of fund balance from other available funds to preserve General Fund for projects with no other funding options

Based on the above criteria, the General Fund has a high priority on Parks projects this year, particularly Ramsay Park. This capital plan is investing over \$7 million into Ramsay Park and over \$10 million in Parks and Recreation Facilities in general. We are funding the design for all of the improvements included in the Ramsay Park Master Plan and the construction of the improvements to the main soccer field. We are hopeful that by funding the design for all these projects we will be "shovel ready" and able to take advantage of additional funding from grants, state and federal allocations, or community fundraising to complete the remaining elements in future years.

Most capital projects are not General Fund and will be managed by the Public Works and Utilities Department. Both the Wastewater and Water enterprises completed comprehensive master plans this year which informed their proposals.

Wastewater Master Plan

In 2019, staff completed a Wastewater Master Plan to identify aging infrastructure needs and develop a capital improvement program. The Master Plan scope included the following:

- Treatment Facility Condition Assessment and Hazard Vulnerability: An assessment of the condition and natural hazard vulnerability of prioritized wastewater treatment plant infrastructure including a majority of the liquid and solids treatment facilities.

- Collection System Pump Stations Condition Assessment and Flooding Vulnerability: An assessment of needs, priorities, and timing of projects at 13 sanitary sewer collection system pump stations that were visually assessed by City staff.
- Capital Improvement Recommendations: Development and prioritization of future project recommendations with planning-level cost estimates for consideration with the City's Capital Improvement Plan (CIP).

The most significant project identified in the Wastewater Master Plan was the electrical system replacement project at the City's wastewater treatment facility, a \$17M project. Staff has completed the overall electrical system analysis, and has recently selected a design engineer to begin final design of this project, which is expected to go to construction in 2023 or 2024.

Additionally, a number of significant improvements will need to be made to our sewer pump stations, sewer lines, reinforcement of the river levee next to the treatment plant, and other upgrades within the treatment facility.

Water System Master Plan

In 2020, staff completed a Water System Master Plan that developed operational and maintenance recommendations and a capital improvement program that addresses aging infrastructure and future development needs. The Water System Master Plan scope included the following tasks:

- Condition Assessment and Hazard Vulnerability: An assessment of the condition and preliminary natural hazard vulnerability of most water infrastructure including 11 wells, 4 steel tanks, 2 distribution pump-station buildings and 2 earthen reservoirs.
- Future Water Demand Projections and Existing System Capacity: An evaluation of future water demand and related impact on existing system infrastructure capacity using a hydraulic model developed by City staff.
- Capital and Maintenance Improvement Recommendations: Development and prioritization of future project recommendations with planning-level cost estimates for consideration with the City's Capital Improvement Plan (CIP).

This Plan identified and prioritized over \$100M in projects that will need to be completed over the next 20 years to keep the City's water system reliable and up to modern standards. One of the key projects identified in that plan is a new water reservoir, a \$12M project. Staff has started design on this project, and hope to construct it in 2022.

A few other key projects identified in the Plan include:

- The regulation for chromium 6 is expected to be finalized next year, and if it is, we are prepared to construct this project in the next 3-5 years. The new estimate for construction is around \$28-30M.
- 2 miles of new water lines each year, based on a prioritized matrix including factors such as age of pipe, number of breaks in the line, and material the pipe is made of. The cost of this program is \$2M/year.
- A new water production well, which is currently under construction, a \$4M project.
- Upgrades to our electronic control system need to be completed, a \$700,000 project that was recently awarded by Council.

Solid Waste.

The Solid Waste capital program is largely driven by the costs of closing and opening landfill cells. Staff originally expected to close the landfill about three years ago, but as our community became better at recycling and diverting yard waste from their garbage cans, we were able to extend the life of our landfill several more years. Staff finally completed a partial closure of it in 2020, and will allow it to settle for two years before constructing a permanent cover on it in 2023, which is a \$3M project. We also plan to open a new landfill cell in 2023, which is a \$4M project.

Additional capital costs are driven by changes in regulatory requirements, such as preparing for the new State-mandated food waste collection program, and the cost of replacing garbage and recycling collection vehicles, at a cost around \$400,000 each.

Transportation

Transportation projects were selected for the Capital Improvement Program due to need and available funding. Need is typically based upon existing conditions and amount of use. Major arterial roads have more traffic and tend to deteriorate quicker than lesser-travelled roads. Sidewalks and pedestrian or bike trails also show wear due to age. Streetlights, traffic lights, striping and signage must be maintained and are updated to use new and more effective technology following industry best management practices. Other factors, such as increased population or new state or federal mandates, may require that facilities be upgraded or expanded.

Funding comes from many sources and each has its own requirements. Three of the sources, Gas Tax, Measure D, and SB1 have similar requirements and can be used on design and construction of transportation projects that include road repair and rehabilitation, traffic signals, safety improvements and bicycle and pedestrian improvements. The City also secures grant funding through local, State and Federal sources that is awarded on a competitive basis. These grants often focus on an area, such as safety, pedestrian facilities, bicycle facilities or reducing pollution. Another source of funding is developer fees, which are collected for specific improvements in an area and use restricted to that purpose.

Key projects in the next two years include reconstruction of Freedom Boulevard from Alta Vista to Green Valley Road, parts of Green Valley Road, Bridge Street, and Pennsylvania Drive. The Department is also planning a City-wide street resurfacing project that will improve the surface condition and support the lifespan of several miles of streets throughout the City.

Unfunded Capital Needs

Despite a plan which expects to fund over \$125 million of Capital projects over the next four years, we still have over \$30 million of unfunded capital projects. The majority of these are not for “wish list” items but for basic maintenance and updates to our facilities and equipment, and improvements to the City’s most used parks. Capital investment was neglected after the 2008 recession and has left the City with a backlog of needs to our police and fire stations, our parks, our community buildings, and our sports facilities. We will continue to seek grants and other funds to invest in our capital assets, and potentially look to Federal infrastructure funding that we hope will come our way.

Table 7: Capital Improvement Program by Funding Source

	FY 2021/22	FY 2022/23	FY 2023-24	FY 2024-25	Total
General Fund	3,803,957	5,052,482	1,003,000	1,045,000	10,904,439
Grants	2,450,000	14,077,952	-	175,000	16,702,952
Transportation Funds	4,953,128	2,579,000	1,345,000	935,000	9,812,128
Airport	45,000	165,000	135,000	360,000	705,000
Water	5,588,540	13,278,868	4,082,667	25,449,241	48,399,316
Wastewater	4,864,468	2,501,448	18,905,861	1,530,881	27,802,658
Solid Waste / Landfill	743,300	3,594,582	4,218,302	81,182	8,637,366
Other	1,246,000	836,901	166,002	140,004	2,388,907
Total	23,694,393	42,086,233	29,855,832	29,716,308	125,352,766

Public Process

The 2021-2023 Biennial Budget was created with new levels of public engagement. By syncing the Council's strategic plan and budget development processes, we were able to take advantage of those combined public outreach efforts. It began with a communitywide survey conducted in January and February with a total of 770 participants. The results of that survey were presented to council on March 23. Some key recommendations of that survey were:

- 1) Prioritize community safety improvements and crime reduction in strategic planning
- 2) Focus on Public Works projects on paving and repairing streets and roads
- 3) Focus retaining millennial and generation Z residents
- 4) Conduct follow up survey consistently

In March we held two community budget 101 educational sessions, and opened an online survey which asked three questions:

- "How would you spend \$100 thousand of ongoing money"
- "How would you spend \$1million of one-time money"
- "What else would you like to tell us"

The survey was available for three weeks and we received 63 responses, 47 whom indicated they were Watsonville residents, 16 were non-Watsonville residents or declined to state. Top responses to the first two questions fell into the following categories:

- Investment in Parks and Outdoor spaces
- Invest in Youth Programming
- Invest in our downtown and economic development
- And invest in streets safety cleanliness and beautification.

The final open-ended question was a bit more difficult to categorize but had similar themes. A new grouping of 10 respondents mentioned not growing or reducing our police budget.

Finally, we held a total of five virtual budget town hall meetings. These meetings were very open ended and conversational. Themes were similar to what was mentioned above with a strong desire to see investment in our youth through recreation and other programming. There was also discussion of wanting to see equity and targeted investments toward individuals or

communities most in need. We heard requests to invest in our non-profit support partners, to look for ways to find non-sworn response to some types of police calls, to meet basic needs such as housing and food, and to really listen to the community.

The community input collected made clear that our residents want to see more investment on several fronts. This budget responds to and reflects the community input and priorities collected. We are in the process of completing our Downtown Watsonville Specific Plan, which will help drive economic revitalization; there is over \$23 million slated for transportation capital projects, additional support added to our outdoor maintenance crews, and as outlined above, great effort has been put towards restoring our Parks and Community Services Department. Clearly there is more that the public wants, but we believe this budget makes meaningful progress in areas that matter most to the community. The City is also undertaking a process to review policing through an Ad Hoc Committee on Policing and Social Equity. As we await results and recommendations of that committee process we have deliberately made very little changes to the Police budget.

We will continue to reach out to the community and gather input as we make analyze and create a plan to spend Watsonville's allocation of American Rescue Plan Act (ARPA). Watsonville has been allocated \$18.2 million from this federal relief package. Very little was programmed into this budget, mainly, as described above to help us restore the PCS department while their revenues remain low. The vast majority of these funds will come back to the Council later this summer after the guidance can be analyzed and a plan developed. The ARPA funding plan will include additional opportunities for community input and will continue to prioritize areas of greatest community need.

Budget Legislation

Each year the passage of the budget requires the passage of a number of legislative items. Below is a listing of each of those items along with a brief description. Today's action:

- 1) **Council Compensation:** Approve an ordinance increasing the compensation for each member of the City Council from \$578.81 to \$607.75 per month as allowed for under Government Code Section 36516. The Council did not increase their compensation in response to the pandemic, in line with other employees that were being asked to forgo salary increases as part of cost saving measures at the time. The allowable 5% compensation adjustment would increase the Council's monthly salary from \$578.81 to \$607.75 per month; alternatively, in addition to the 5% compensation increase, the Council could also decide to opt-into the City's \$50,000 term life insurance policy at a cost to each Councilmember of approximately \$10.00 per month.

The following shall be requested to be adopted at the June 23, 2020 council meeting.

That the Joint City Council, the City Council in its capacity as the Housing Successor Agency shall:

- 2) **Budget and CIP:** approve a resolution adopting the FY 2021-22 Budget, providing certain transfers of funds and approve the Five-Year Capital Improvement Program, as highlighted and summarized above.

That the City Council shall adopt the following resolutions or ordinances:

- 3) **CalPERS Smoothing Reserve:** Approve a resolution establishing a CalPERS smoothing reserve in the amount of \$1 million using fund balance in excess of the minimum recommended of 20% reserve level. It is anticipated that approximately \$450,000 will be used in FY 2022-23 to pay for UAL increases in excess of the rate of normal revenue growth. Updates as the amount used, available, and needed for this reserve will be provided to Council at both mid-year and budget hearings each year until the reserve is exhausted or no longer needed. At which point council can act to dissolve the reserve and return it to other one-time expenses.
- 4) **Voluntary Time Off Program:** Adopt the resolution continuing the Voluntary Time-Off program for Fiscal Year 2021-22 allowing employees to reduce their work week by no more than 8 hours per week while maintaining current health benefit levels while prorating other benefits; and
- 5) **Airport fees:** Approve a resolution adopting various rates and fees at the Airport as shown in Attachment 2. The airport periodically updates its rates and fees based on inflation, comparison with other airports, limits set by the FAA, and operational revenue requirements. It has been two years since the airport has adjusted its rates and fees.
- 6) **Facility Rental Fees at Parks and Community Services:** Approve a resolution adopting facility rental fees at the PCS department as shown in Attachment 3. The Parks and Community Services Departments offers a variety of indoor and outdoor facilities for the public to rent. Facilities include community rooms, picnic areas, tennis courts, a car wash station and sports fields. In Fiscal Year 2018-2019 (the last full fiscal year prior to the COVID-19 pandemic that forced the closure of rental facilities/program), the City's recreation facilities were rented for private events for a total of 1,275 hours and generated \$159,435 in revenue. In that same Fiscal Year, direct maintenance and operational costs for these facilities was estimated at \$240,000. This does not include Departmental and City administrative costs or Capital Improvement Projects. It is noted that maintenance operations for recreation facilities has historically been, and continues to be, drastically underfunded.

The current fee structure was approved by the Council on June 13, 2006 with rental rates increasing by the Consumer Price Index each year. The current Facility Rental Fee Schedule outlines five Categories used to determine priority use of recreation facilities and associated fees. Parks and Community Services Department teammates often receive feedback that the current Facility Rental Fee Schedule is difficult to understand and navigate. Current fees are not uniformly discounted for non-profits, making the program difficult to administer

and for customers to understand. The equipment fees that are charged in addition to hourly rental rates is also often a source of frustration for customers.

Staff recommends that the City Council adopt the revised Recreation Facility Rental Fee Schedule that incorporates the following changes:

1. Adjust base rental fees as outlined in Attachment 3 and eliminate existing add on fees and annual CPI increase
2. Implement a uniform 40% fee reduction for non-profits from the rates established for private renters and apply this fee reduction to rentals for picnic areas and pavilions
3. Establish an additional 10% rental fee for non-residents, and
4. Establish fees for facilities not currently included in the rental schedule.

The recommended fee schedule has minor impacts to current facility rental fees and reduces fees for facilities that are currently above the market average. It is expected that revenues may increase with the implementation of a more user-friendly fee schedule. The Parks and Recreation Commission recommended that the Council adopt these fees during their meeting on May 3, 2021.

- 7) **Gann Limit:** Resolution establishing the "Total Annual Appropriations" pursuant to State Constitution Article XIII-B for Fiscal Year FY 2021-22 (Proposition 4 GANN spending limit) as shown in Attachment 4; and
- 8) **Property Tax levy:** That the City Council adopt an ordinance to instruct Santa Cruz County to levy and collect property tax on taxable property within the City of Watsonville for fiscal year beginning July 1, 2021 to June 30, 2022 at the levy rate of 0.077% and allocating to the Retirement Fund; and

That City Council in its capacity as the Housing Successor Agency

- 9) **Expenditures of housing funds:** That the Housing Successor Agency shall adopt a resolution to authorize the expenditure of low and moderate-income housing funds for planning and general administrative costs for the purpose of producing, improving, and preserving the community's supply of low and moderate-income housing; and
- 10) **Redevelopment Project:** Find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project for producing, improving and preserving the supply of low and moderate-income housing outside the project area will be of benefit to the project area.

STRATEGIC PLAN:

The current balance budget meets Strategic Plan goal Number 2 of fiscal health by presenting a balanced budget, preserving the General Fund Reserve, and looking ahead to ensure the long-term financial health of the City.

FINANCIAL IMPACT:

Appropriate Fiscal Year 2021-22 spending of \$182,133,470

ALTERNATIVE ACTION:

The City Council may direct staff to present different alternatives for the budget or make changes to the current recommendation.

ATTACHMENTS AND/OR REFERENCES (If any):

Proposed 2021-22 Budget [Available Online Here](#)

- 1) Airport Rates and Fees
- 2) Facility Rental Fees
- 3) Gann Limit

**WATSONVILLE MUNICIPAL AIRPORT
RATE AND FEE SCHEDULE**

1- AVIATION STORAGE UNITS RATES (monthly)		
(a) Hangars A -4, 5, 6 & 8		\$275.00
A -1, 2, 3, 9 & 10		\$305.00
(b) Hangars B, C, D & E -		
3, 4, 5, 6, 7 & 8		\$275.00
1, 2, 9 & 10		\$305.00
(c) Hangars F, G, H, I, J & K		\$395.00
(d) Hangars M & L		\$890.00
(e) Hangars W, X, Y & Z		\$380.00
(f) Mini Hangars		\$270.00
(g) Corporate Hangars		\$1,700.00
2- AIRCRAFT TIE DOWNS RATES (monthly)		
Tail-In Spots- Single Piston Engine		\$90.00
Taxi-In Spots- Single Piston Engine		\$115.00
Twin Engine Aircraft under 12,500 pounds		\$200.00
Aircraft over 12,500 pounds		\$700.00
3 - TRANSIENT TIE-DOWNS FEES		
Single Engine per Night		\$10.00
Single Engine per Week		\$40.00
Twin Engine per Night		\$15.00
Twin Engine per Week		\$60.00
TurboProp/SE/ME/JET Night		\$30.00
TurboProp/SE/ME/JET Week		\$120.00
Aircraft over 12,500 pounds per Night		\$100.00
Aircraft over 12,500 pounds per Week		\$400.00
4 - HANGAR WAIT LIST FEES		
Initial Application Fee		\$50.00
Annual Fee		\$100.00
5- END ROOM RATES (monthly)		
A, B, C, D & E		\$150.00
W, X, Y & Z		\$200.00
6 – DERELICT/DILAPIDATED AIRCRAFT FEE (annual)		
		\$1,500.00
7 - NON OPERATIONAL AIRCRAFT STORAGE RATE		
	1.75 times the operational storage rate*	
8 - SPECIAL EVENTS/SLOT RESERVATION FEE		
		\$300.00

**WATSONVILLE MUNICIPAL AIRPORT
RATE AND FEE SCHEDULE**

9 - AIRCRAFT GPU AND LAV FEES		
Twin and Helicopter (35ft rotor max)		\$50.00
Turboprop and Turbo Fan		\$100.00
10 - AIRCRAFT EMERGENCY RUNWAY REMOVAL FEE		
Piston, Single or Twin Engine		\$300.00
Helicopter, Turboprop and Turbo Fan		VARIES
11 - AFTER HOURS FUELING FEE		
		\$200.00
12 - NON-COMMERCIAL MOGAS FUELING (annual)		
		\$15.00
13 - COMMERCIAL MOGAS FUEL FLOW RATE/PER GAL		
		\$0.01
14 - COMMERCIAL OPERATOR PERMIT FEE (Per event)		
		\$100.00
15- COMMERCIAL AERONAUTICAL OPERATOR PERMIT FEE (annual)		
		\$100.00
16 - COMMERCIAL AERONAUTICAL ACTIVITY PERMIT (annual)		
		\$100.00
17- ACTIVITIES PERMIT FEE (per event)		
		\$15.00
18- LONG TERM PARKING FEES		
Day		\$5.00
Week		\$30.00
Month		\$75.00
19-ADMINISTRATIVE/ACCOUNTING PROCESSING FEE		
		\$60.00
20 – STORAGE UNIT REINSTATEMENT FEE		
		\$150.00
21 – TENANT VEHICLE SECURITY DECAL FEE		
		\$5.00
22 – AIRPORT OPERATIONS SPECIALST CONTRACT RATE		
Minimum half an hour		\$40.00
Per every half an hour		\$40.00
23 -ENTRY SIGNAGE (available space only; annual)		
		\$1,200.00

Airport monthly charges paid monthly, in advance ;Transient fees paid in advance or payment arranged for upon arrival

ASU rents are due 10th of each month, delinquent on the 11th; A late payment fee in the amount of twelve and one half percent (12.5%) of total amount delinquent on all accounts unpaid will be charged.

*Determined during annual Aviation Storage Unit Inspection and billed thereafter.

CITY OF WATSONVILLE

PARKS & COMMUNITY SERVICES DEPARTMENT FACILITY RENTAL FEE SCHEDULE



Fees listed below are per hour, unless otherwise indicated and include use and set up of available tables, chairs and A/V equipment. Additional fees for insurance, security guards and cleaning may apply.

FACILITY TYPE	FACILITY DESCRIPTION	HOURLY FEE	REFUNDABLE DEPOSIT
Classrooms & Meeting Rooms	Including Callaghan Cultural Center Classroom, Muzzio Community Center Classroom, Veteran's Memorial Building 1st Floor Meeting Room, Ramsay Park Family Center Classroom, Senior Center Conference Room, Senior Center Classroom	\$45	\$200
Event Rooms	Including Marinovich Community Center Multipurpose Room, Ramsay Park Family Center, GHWR Youth Center Gymnasium, Senior Center Auditorium, Veterans Memorial Building Gymnasium (sports use only)	\$60	\$300
Large Venue	Including Veterans Memorial Building Auditorium (non-sporting events)	\$150	\$500
Dance Room	Including Veterans Memorial Building Dance Room	\$3	\$200
Community Room-Half	Civic Plaza Community Room A, Civic Plaza Community Room B	\$100	\$300
Community Room-Whole	Civic Plaza Community Room A and B (20% fee reduction for both rooms)	\$140	\$300
Park	Including City Plaza	\$45	\$300
Field/Parking Lot	Including Ramsay Baseball/Softball Field,, Ramsay Sotomayor Soccer Field (each field), Seaview Ranch Field, PVUSD fields,, Ramsay Park Parking Lot (per lot), Pinto Lake Park Parking Lot	\$45 (\$10 per hour for field lights)	\$75
Court	Including Ramsay, Callaghan and Joyce-McKenzie Tennis Courts	\$15	\$75
Picnic	Charge per day, including Ramsay Park Picnic Areas, River Park Picnic Area, Franich Park Picnic Areas	\$65	\$40
Pavilion	Charge per day, including Pinto Lake Park Pavilion	\$150	\$100
Car Wash	Ramsay Park Car Wash (Available to Non-Profits only. No other discounts apply)	\$90	\$100
PVUSD Facilities	Facilities included in current Joint Use Agreements with PVUSD	Applicable facility categories and fees will be applied to school facilities.	

- **Non-Resident Fees** – Facilities rented by individuals or organizations without a mailing address within the Watsonville City limits shall pay an additional 10% (or 110%) of the applicable rate. Residents are considered individual who live within the City limits and organizations for which 60% of their participants are Watsonville residents.
- **Promoter Fees** - Facilities rented by any of the above categories for which an admission is charged or donation accepted or a profit is to be made, shall pay an additional 85% (or 185%) of the applicable rate.
- **Non-Profit Discount** – Eligible Non-Profit organizations shall receive a 40% fee reduction off hourly rates, after accounting for applicable Non-Resident and Promoter fees.
- **Continuous User Discount** - Continuous users are defined as individuals or groups renting a facility for a minimum of two-3 hour per day (2) days a week and eight (8) days a month. Consideration will be given to existing programming and other rental opportunities prior to scheduling continuous users. A 50% fee reduction is shall be applied to the hourly rate, after accounting for applicable Non-Resident, Promoter and Non-Profit Fees/Discounts.

CITY OF WATSONVILLE

PARKS & COMMUNITY SERVICES DEPARTMENT

FACILITY USE DEFINITIONS AND PRIORITY CLASSIFICATIONS

The following classifications shall apply for purposes of determining priority use, as well as applicable fees and charges. User categories shall be determined by the Director of Parks and Community Services and subject to the City's appeal process.

PRIORITY 1: Use for City Conducted, Sponsored, Co-Sponsored and PVUSD Activities (Fees do not apply to Priority 1 Activities)

- City of Watsonville conducted, sponsored or co-sponsored activities.
- City Council approved use agreements.
- Pajaro Valley Unified School District activities as may be defined in either a mutual use agreement or specific facility joint use agreement.
- Pajaro Valley Unified School District activities at the request of a School administrator for a specific time period (but less than that defined as a "continuous use") for a specific school use when such use does not interfere with normal operations of a particular facility. PVUSD uses in these cases will not be charged a fee. PVUSD is responsible for student and site supervision. In addition, this use is subject to "bumping" for a fee paid reservation by an individual or community organization eligible to rent the facility.

PRIORITY 2: Use by Non-Profits (Youth Non-Profits will be given priority over Adult Non-Profits)

- Private or parochial schools within the Pajaro Valley.
- Non-profit 501(c)(3) youth or senior groups.
- Pajaro Valley Unified School District requests that would create a regular use of a facility, which may require City to staff facility, and would displace other occasional users, and when such use would preclude use by the City for its own programs or rentals by others.
- Non-profit 501(c)(3) adult groups

PRIORITY 3: Private Use

- Private groups or individuals, special interest community groups, unions, political groups or others not meeting the above criteria.

Attachment 4 : Gann Limit

Proposition 4 Calculation For Fiscal Year 2021-22

Spending Limit Calculation

[a]	2020-21 Limit	\$ 145,033,094
	<u>Calculation of Growth Factor</u>	
	Change in Population	5.730%
	Non-resident, New Const. Assessment Growth	-0.046
	Change in California Per Capita Person Income	
[b]	Growth Factor (1.0573 * .9944)	<u>1.05137912</u>
[c]	2021-22 Limit ([a] multiplied by [b])	<u>\$ 152,484,767</u>

2021-22 Gann Limit Proposed Spending

	Proposed General Fund Spending	\$ 47,376,666
	Less Non-tax General Fund Revenues:	
	Transfers In (non-tax)	(151,900)
	Use of Money and Property	(2,928,426)
	Fees	(10,753,254)
	In-lieu Charges	-
	Other non-tax revenue	<u>-</u>
[d]	Spending Subject to the Gann Limit	<u>\$ 33,543,086</u>
	Remaining Capacity ([d] subtracted from [c])	<u>\$ 118,941,681</u>

\\fs4\User Docs\$marissa.duran\My Documents\budget\21.22\[GANN 21-22.xlsx]Exhibit A 2020-21

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
City	2020-2021	1-1-20	1-1-21	1-1-2021
Santa Cruz				
Capitola	-0.50	10,142	10,091	10,091
Santa Cruz	-13.00	64,547	56,156	56,156
Scotts Valley	0.35	11,714	11,755	11,755
Watsonville	-0.56	51,656	51,366	51,366
Unincorporated	-0.40	132,232	131,705	131,747
County Total	-3.41	270,291	261,073	261,115

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

ORDINANCE NO. Introduction (CM)

**AN UNCODIFIED ORDINANCE OF THE CITY OF WATSONVILLE
INCREASING THE COMPENSATION BY FIVE PERCENT (5%) FOR
EACH MEMBER OF THE CITY COUNCIL PER MONTH INCLUDING A
TERM LIFE INSURANCE POLICY IN THE AMOUNT OF \$50,000**

Amends Ordinance No. 1367-18 (CM)

WHEREAS, the last increase in City Council compensation took effect on November 17, 2018, from \$551.25 to \$578.81 per month; and

WHEREAS, Subdivision (a)(4) of Government Code Section 36516 provides that a city council may enact or amend an ordinance increasing compensation providing that the increase shall not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of the salary when the ordinance or amendment is enacted and that no ordinance shall be enacted or amended to provide automatic future increases in salary; and

WHEREAS, the Council did not increase its compensation in response to the COVID-19 pandemic, in line with other employees being asked to forgo salary increases; and

WHEREAS, the Council's allowable 5% increase shall include the City's cost to provide a \$50,000 term life insurance policy for all council members which at this time is \$10.00 per month, the remaining 5% will be paid as salary; and

WHEREAS, it is deemed fair and equitable that this ordinance be enacted to implement the will of the electorate which delegated the right to approve such increase to the Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. ENACTMENT.

That the \$50,000 term life insurance policy for all council members (at a present cost of approximately \$10.00 per month) and the remaining 5% to be paid as salary is hereby approved.

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.

ORDINANCE NO. Introduction (CM)

**AN UNCODIFIED ORDINANCE OF THE CITY OF WATSONVILLE
INCREASING THE COMPENSATION BY FIVE PERCENT (5%) FOR
EACH MEMBER OF THE CITY COUNCIL FROM \$578.81 TO \$607.75
PER MONTH**

Amends Ordinance No. 1367-18 (CM)

WHEREAS, the last increase in City Council compensation took effect on November 17, 2018, from \$551.25 to \$578.81 per month; and

WHEREAS, Subdivision (a)(4) of Government Code Section 36516 provides that a city council may enact or amend an ordinance increasing compensation providing that the increase shall not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of the salary when the ordinance or amendment is enacted and that no ordinance shall be enacted or amended to provide automatic future increases in salary; and

WHEREAS, the Council did not increase its compensation in response to the COVID-19 pandemic, in line with other employees being asked to forgo salary increases; and

WHEREAS, it is deemed fair and equitable that this ordinance be enacted to implement the will of the electorate which delegated the right to approve such increase to the Council.

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

SECTION 1. ENACTMENT.

That the compensation for each member of the City Council be and is hereby increased by five percent (5%) from \$578.81 to \$607.75 per month.

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.

Proposed Budget FY 2021-22 and 2022-23

CINDY CZERWIN

ADMINISTRATIVE SERVICES DIRECTOR

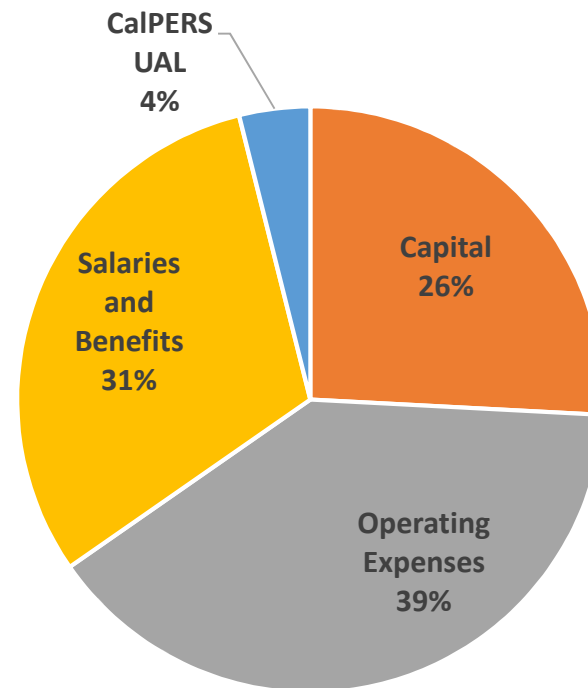
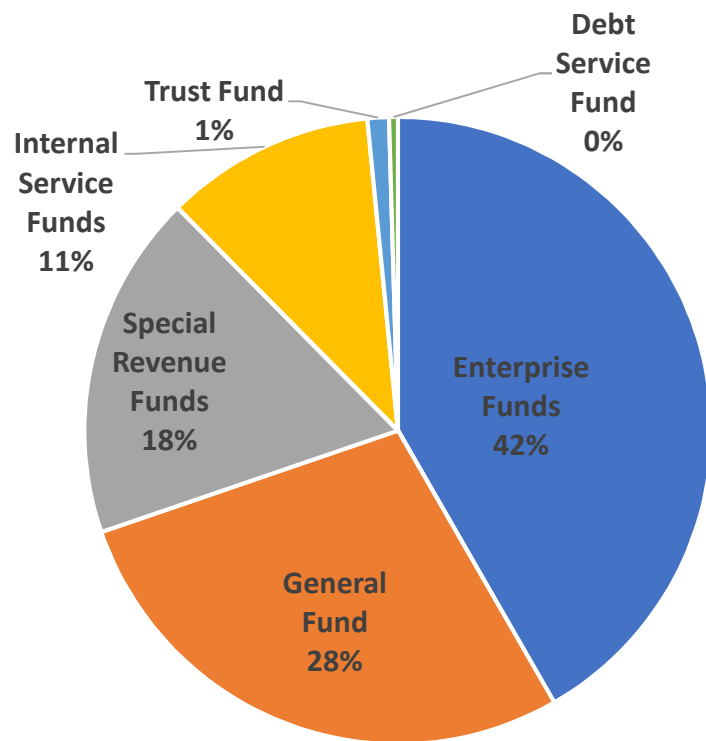
Actions

Today: Approve an ordinance increasing the compensation for each member of the City Council

Next Week:

- 1) Approve a resolution adopting the FY 2021-22 budget
- 2) Approve a resolution establishing a CalPERS smoothing reserve with a \$1 million starting balance
- 3) Adopt the resolution continuing the Voluntary Time Off program for Fiscal Year 2021-22 allowing employees to reduce their work week by no more than 8 hours per week
- 4) Approve a resolution adopting various rates and fees at the Airport
- 5) Approve a resolution adopting facility rental fees at the PCS department
- 6) Approve a resolution establishing the GANN limit for Fiscal Year FY 2021-22
- 7) Adopt an ordinance to instruct Santa Cruz County to levy and collect property tax for fiscal year beginning July 1, 2021 to June 30, 2022 for the Retirement Fund
- 8) Adopt a resolution to authorize the expenditure of low and moderate-income housing funds
- 9) Find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project benefit the project area

Total Budget \$182,133,470



GF Revenue Assumptions

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
Revenues	Actual	Projection	Proposed	Proposed	Assumption
Property Tax	12,712,164	12,819,345	13,287,103	13,665,969	3.6% Growth
Sales Tax	10,842,869	11,779,093	12,080,264	12,484,443	2.6% Growth
Utility	4,264,876	4,012,088	4,132,451	4,256,424	3.0% Growth
Hotel	991,893	683,990	1,173,440	1,208,643	FY 19 levels
Transfer In	3,594,119	3,900,255	4,126,938	4,146,299	3.5% Growth
Other Revenues	5,101,302	4,315,015	4,947,812	5,067,229	2.0% Growth
	37,507,223	37,509,786	39,748,008	40,829,008	
CDD	1,174,548	1,531,000	1,864,000	1,801,000	3 Year Average Inflated by CPI
Police	1,662,061	902,402	1,302,000	1,322,020	FY 19 levels
Fire	314,800	1,439,444	469,200	489,051	Historical Average
PCS	674,906	481,623	791,250	1,062,500	FY 19 levels
PW	97,243	118,117	299,179	304,321	Historical Average
Other	3,117,521	3,332,856	2,903,031	2,997,522	3.0% Growth
Total GF Revenue	44,548,302	45,315,228	47,376,668	48,805,422	3.9% Growth

Optimistic Forecast

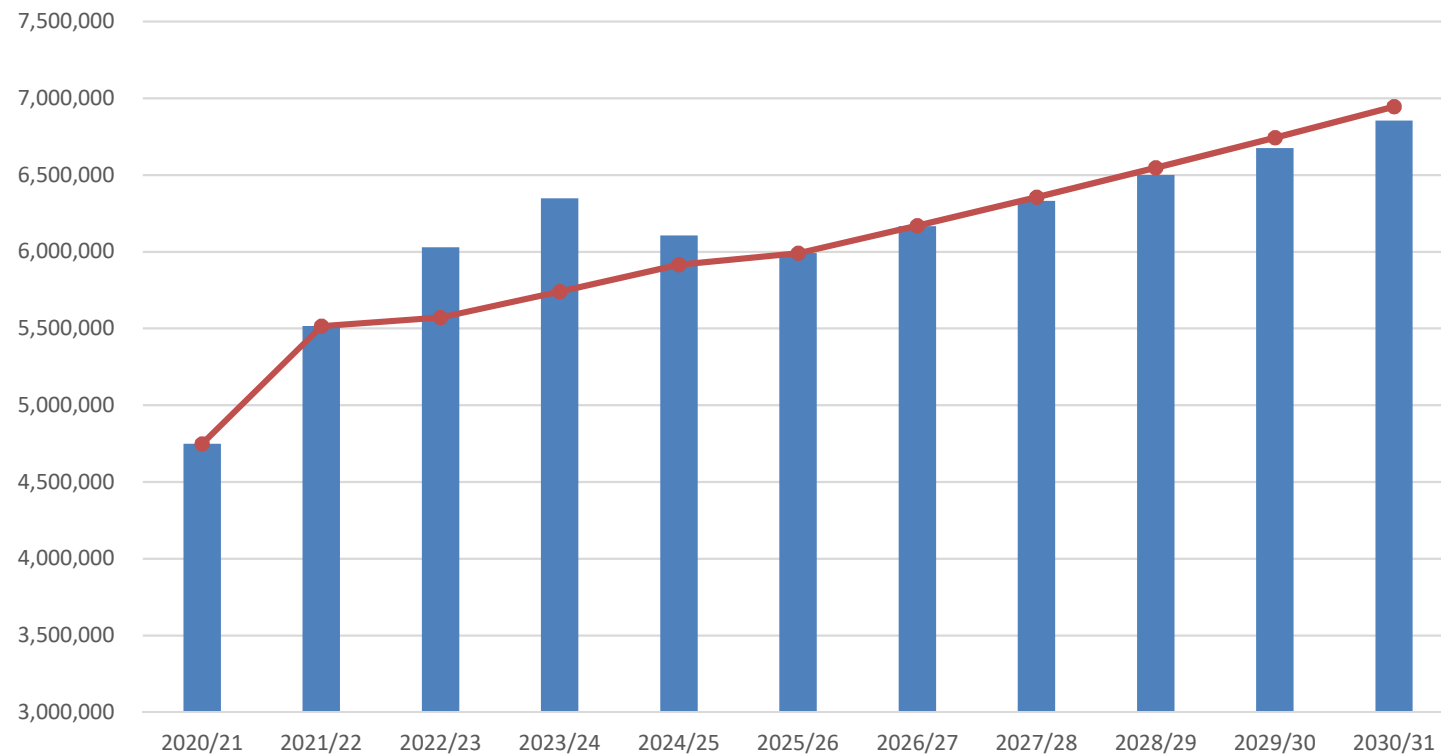
- Property Tax assumes volume and price of new sales makes up for low CPI
- Sales Tax assumes auto sales stays high and full recovery of restaurants and hotels
- Hotel Tax assumes full recovery
- Assumes CDD demand stays high
- Assumes \$442,000 in ARPA money to help fund PCS recovery until their and our revenues fully recover

Expenditure Assumptions

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
Expenditures	Actual	Original Budget	Proposed	Proposed	Assumption
SALARY	23,099,704	21,975,764	24,025,297	25,022,356	
CalPERS UAL	4,370,868	4,748,973	5,553,068	6,069,875	Per CALPERS
CalPERS Normal Cost	2,727,582	2,487,178	2,987,961	3,122,410	Per CALPERS
OTHER BENEFITS	4,227,373	4,071,031	4,317,690	4,412,076	5% increase on Health
Total Salary and Benefits	34,425,527	33,282,946	36,884,016	38,626,717	

- Salary Assumes
 - Restoration of furloughs
 - Restoration of VTOs
 - Contract Increases
 - Annualized positions added at mid year
 - 1 new position in public works, 1 new position PCS
 - Various reorganized positions

CalPERS UAL

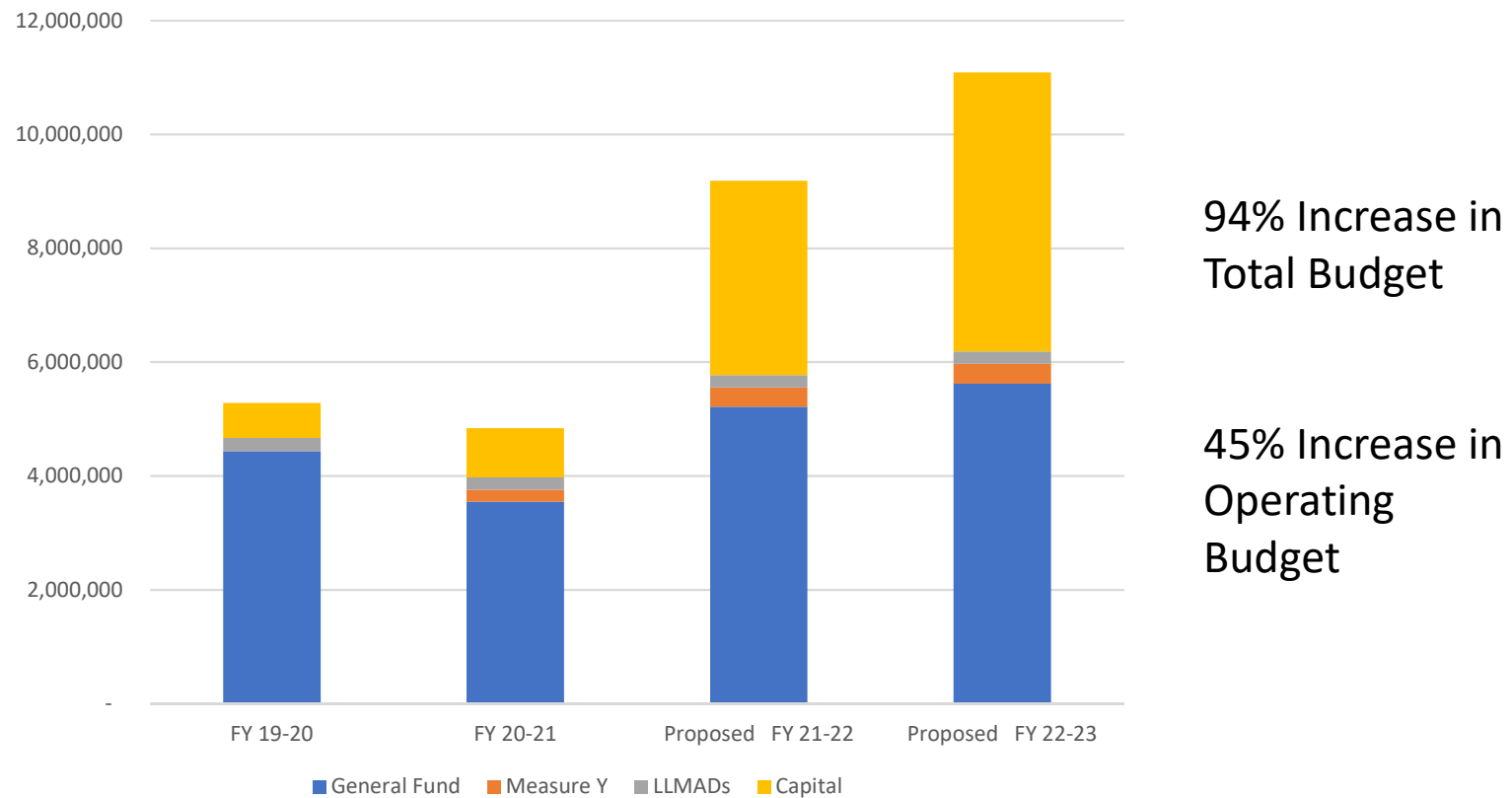


Requesting \$1 million for a CalPERS smoothing reserve

GF Department Changes

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	% Increase
	Actual	Original Budget	Proposed Budget	Proposed Budget	from FY 2020-21
CITY CLERK	802,344	916,149	1,205,357	1,053,243	31.6%
COMMUNITY DEVELOPMENT	2,333,698	1,877,969	2,916,910	2,909,995	55.3%
FINANCE	1,579,219	1,590,665	1,711,099	1,778,653	7.6%
FIRE	7,538,289	7,150,127	7,956,138	8,306,447	11.3%
GENERAL GOVERNMENT	1,818,098	2,284,873	2,435,519	2,511,633	6.6%
INNOVATION & TECHNOLOGY	1,539,546	-	-	-	
LIBRARY	551,899	541,484	629,485	638,284	16.3%
NON DEPARTMENTAL	2,180,881	2,301,470	2,759,123	2,772,985	19.9%
PARKS & COMM SERVICES	4,363,873	3,408,817	5,216,337	5,622,022	53.0%
POLICE	18,398,200	18,951,725	20,278,271	21,141,109	7.0%
PUBLIC WORKS	1,428,184	1,410,113	1,625,627	1,668,240	15.3%
Total	42,534,231	40,433,392	46,733,866	48,402,612	15.6%

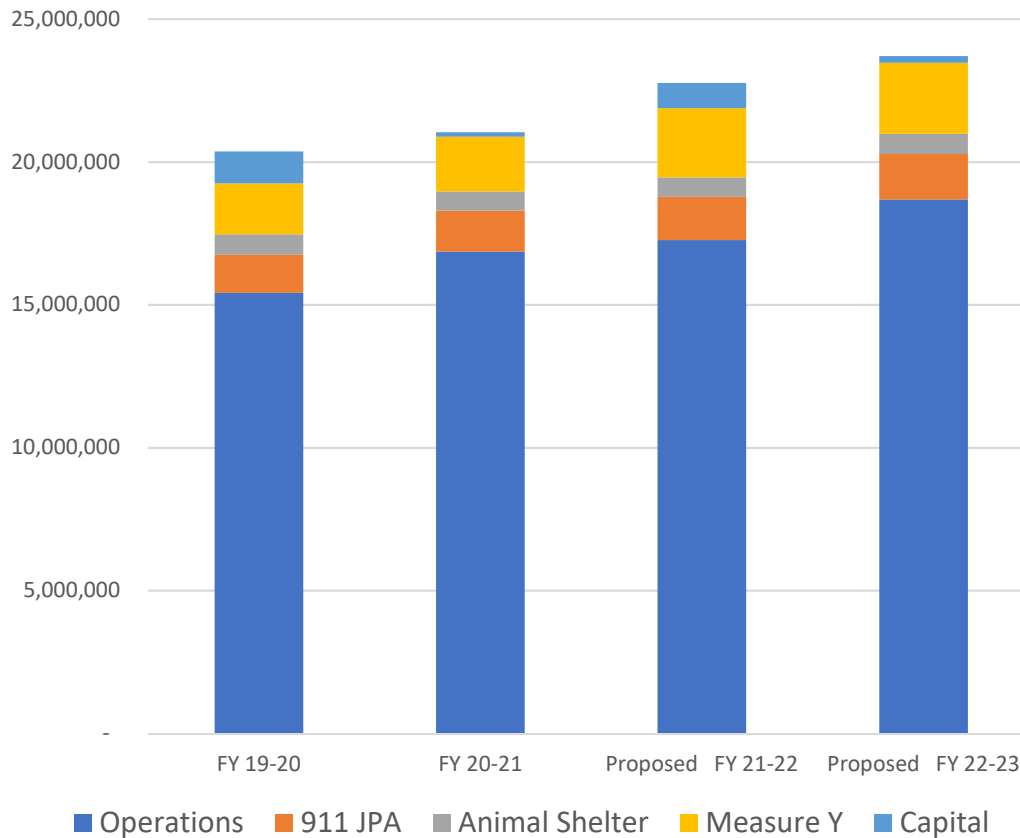
PCS Department



PCS Budget Details

	FY 19-20	FY 20-21	Proposed FY 21-22	Change	Proposed FY 22-23
General Fund	4,429,843	3,546,317	5,216,337	1,670,020	5,622,022
		Salaries and Benefits		565,239	
		Temp Salaries		373,538	
		Contract Services		345,723	
		Utilities, Materials and Supplies, Other		385,520	
Measure Y	-	208,800	338,400	129,600	345,168
		Increase Youth Center After Hours		35,330	
		Parks Increase Measure Y		94,270	
Capital	618,000	868,000	3,419,957	2,551,957	4,901,335
Total	5,047,843	4,623,117	8,974,694	4,351,577	10,868,525

Police Department



8% Increase overall

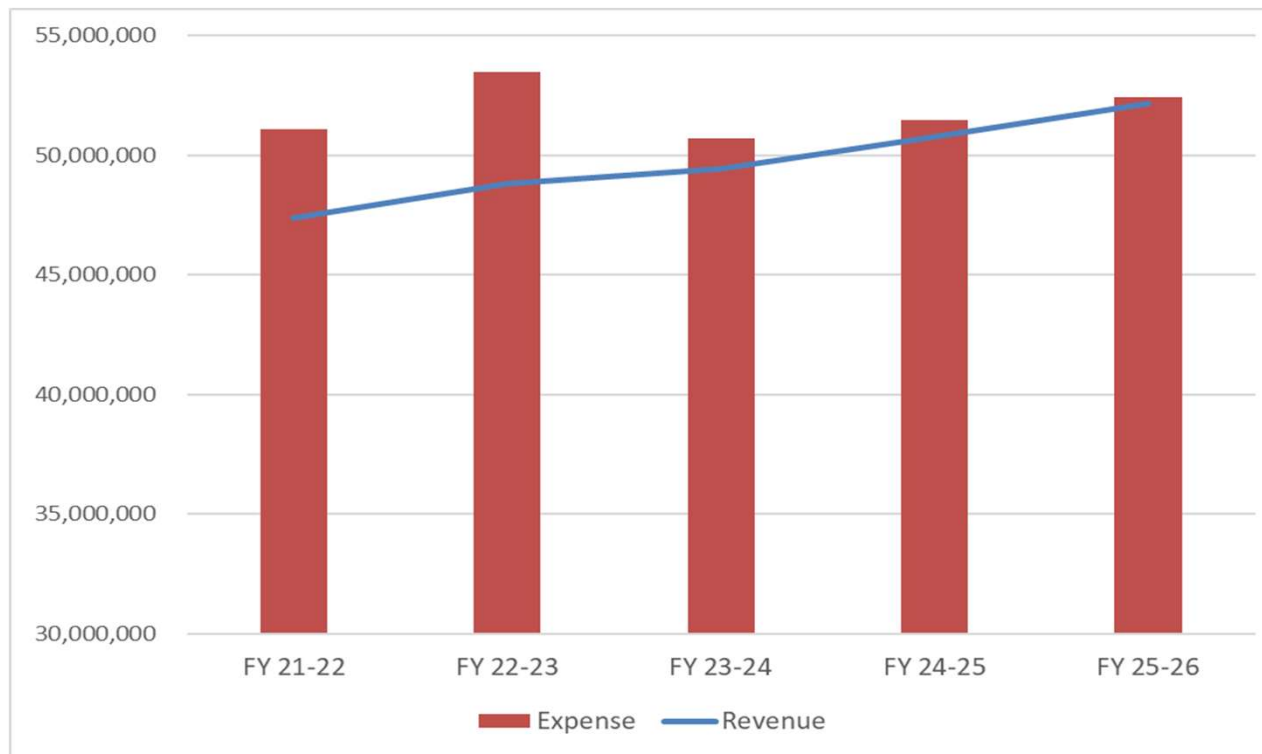
4.7 % increase in
Operating Budget

Program	Proposed FY 21-22	
UAL	2,438,238	12.0%
911 JPA	1,511,563	7.5%
Animal Shelter	686,585	3.4%
PAL	436,375	2.2%
Subtotal	5,072,761	25.0%

Police Department Detail

	FY 19-20	FY 20-21	Proposed FY 21-22	Change	Proposed FY 22-23
General Fund	18,445,173	19,061,725	20,278,271	1,216,546	21,141,109
		Police UAL Increases		406,269	
		MOU Related Increases		420,459	
		911 JPA and Animal Shelter		88,853	
		Utilities, Fuel, Insurance		218,627	
		PAL		82,338	
Measure Y	1,832,302	1,914,596	2,413,190	498,594	2,486,264
		New Administrative Positions		154,195	
		Mental Health Counselor		77,000	
		Restoration of Caminos and Student Intern program		110,000	
		Specialized Materials, Training, Other		157,399	

General Fund 5-Year Plan



	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Revenue	47,376,668	48,805,422	49,423,890	50,771,375	52,172,639
Expense	51,103,353	53,455,095	50,683,349	51,465,981	52,413,160
Net Difference	(3,726,685)	(4,649,673)	(1,259,459)	(694,606)	(240,520)

Measure Y

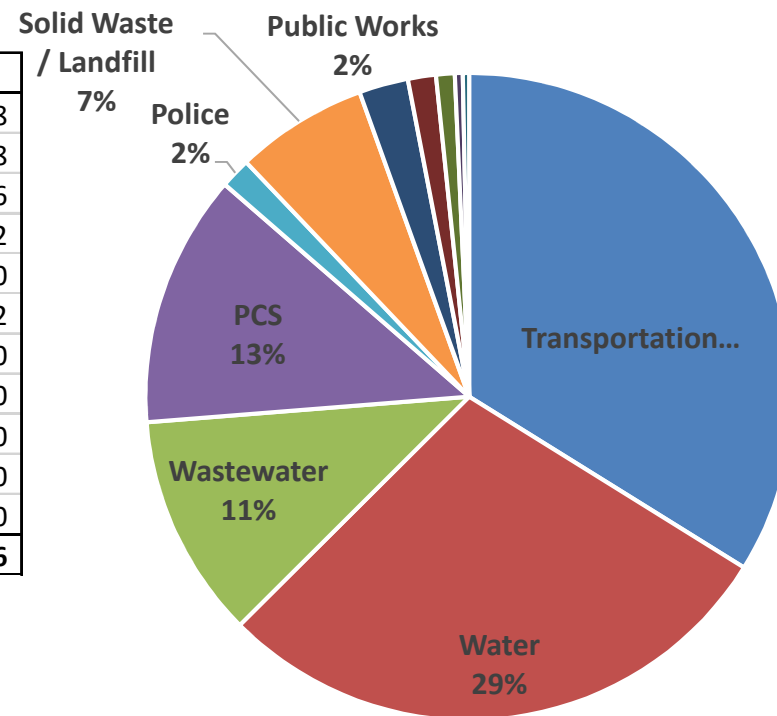
MEASURE Y - FY 2021-22 BUDGET SUMMARY					
	54%		38%		8%
Revenues	Police	Fire	PCS	Totals	
Measure G	\$ 2,378,393	\$ 1,673,684	\$ 338,400	\$ 4,390,477	
Interest / Other	\$ 35,100	\$ 15,000		\$ 50,100	
Total Revenues	\$ 2,413,493	\$ 1,688,684	\$ 338,400	\$ 4,440,577	
Expenses					
Operations	\$ 2,413,493	\$ 1,724,317	\$ 338,400	\$ 4,476,210	
Capital	\$ 765,000	\$ 404,000	\$ -	\$ 1,169,000	
Reappropriated Capital	\$ 125,447	\$ 75,000	\$ -	\$ 200,447	
Total Expenses	\$ 3,303,940	\$ 2,203,317	\$ 338,400	\$ 5,845,657	
Revenue - Expenses	\$ (890,447)	\$ (514,633)	\$ -	\$ (1,405,080)	
Est. Reserves 06/30/2021	\$ 2,053,341	\$ 1,372,781	\$ 130,656	\$ 3,556,778	
Net Reserves 06/30/2022	\$ 1,162,894	\$ 858,148	\$ 130,656	\$ 2,151,698	
	49%	51%	39%	49%	

Other Funds

	0250- LIBRARY	0790-IT ISF	0730- AIRPORT	0710- WASTE WATER	0720- WATER	0740-SOLID WASTE	0741- LANDFILL CLOSURE
Projected Fund / Cash 6/30/2021	1,366,989	1,498,671	650,878	11,506,388	25,849,439	5,673,636	4,164,652
FY 2021-22							
Total Resources	3,705,459	3,497,761	3,951,476	16,530,385	21,569,685	16,031,004	150,761
Total Uses	3,866,242	4,475,991	3,874,938	24,145,737	30,663,012	16,338,896	841,361
Surplus / (Shortfall)	(160,783)	(978,230)	76,538	(7,615,352)	(9,093,327)	(307,892)	(690,600)
FY 2022-23							
Total Resources	3,782,752	3,602,694	3,721,731	17,110,953	21,905,221	16,050,049	150,761
Total Uses	3,790,881	3,293,438	3,721,731	18,014,791	29,835,262	15,894,525	2,751,761
Surplus / (Shortfall)	(8,129)	309,256	0	(903,838)	(7,930,041)	155,524	(2,601,000)
Projected Fund / Cash 6/30/2023	1,198,077	829,697	727,416	2,987,198	8,826,071	5,521,268	873,052

Capital Improvement Program

	FY 2021/22	FY 2022/23	Total
Transportation	6,234,128	16,035,000	22,269,128
Water	5,588,540	13,278,868	18,867,408
Wastewater	4,864,468	2,501,448	7,365,916
PCS	3,419,957	4,901,335	8,321,292
Police	765,000	235,000	1,000,000
Solid Waste / Landfill	743,300	3,594,582	4,337,882
Public Works	705,000	916,000	1,621,000
IT	675,000	240,000	915,000
Fire	404,000	209,000	613,000
Library	250,000	10,000	260,000
Airport	45,000	165,000	210,000
	23,694,393	42,086,233	65,780,626



Transportation – Gas Tax, SB1, Measure D, Grants



Safe Routes to School



Freedom Blvd



Road Maintenance

General Fund CIP Process

This year is an update to a more extensive process completed last year

General Fund Guiding Principles

To group like projects together as much as possible in order to create efficiencies by collaborating across the City;

To match or sync up with grant or other funding activities occurring at the same time; and

Projects required by changes in law or operational necessity.

Maximize the use of fund balance from other available funds to preserve General Fund for projects with no other funding options

General Fund Capital

	FY 2021/22	FY 2022/23	FY 2023-24	FY 2024-25
Total	3,803,957	5,052,482	1,003,000	1,045,000
PCS	3,178,957	4,437,482	568,000	935,000
Ramsay	2,953,957	4,207,482	290,000	



- Proposing \$7.5 million across various funds
- To fund design of Master Plan Elements
- Construction of Soccer Field, Dog Park, Infrastructure / Greening Improvements
- Hope is to leverage other funds to stretch this with time

Public Input

Community Wide Survey Jan 8 - Feb 16,

- Presented to council on March 23
- 770 Completed Surveys. Statistically Significant

Budget Input Survey, live from March 22 - April 15

- 63 responses, 47 from Watsonville. Not statistically Significant

Budget 101 Sessions, March 25 and 27

Strategic Plan and Budget Townhalls,

- April 22, 24, 30, May 5, and May 10
- About 45 distinct participants

Community Wide Survey –

Key Findings

Prevalent issues:

- Drug use (85.2%)
- Crime (83.5%)
- Gang Activity (81.4%)
- Housing insecurity and homelessness (94.5%)

Needs:

- Programs to reduce crime, drugs and gangs (87.4%)
- Downtown development (94.5%)
- Job creation (95.5%)
- Road improvement (95.5%)

Key Recommendations

- Prioritize community safety improvements and crime reduction in strategic planning
- Focus on Public Works projects on paving and repairing streets and roads
- Focus retaining millennial and generation Z residents
- Conduct follow up survey consistently

Budget Survey

	Q1: \$100k Ongoing	Q2: \$1 million one-time	Q3: What Else
Parks and Outdoor Spaces	17	8	6
Street Safety and Beautification	15	15	3
Youth Programming	14	3	5
Downtown Revitalization	11	17	6
Capital Infrastructure	4	5	4
Environmental / Climate Change	4	0	0
Affordable Housing	0	7	0
No more / Decrease Police	0	0	10

Townhalls

- Investment in our youth through recreation and other programming
- Equity and targeted investments toward individuals or communities most in need
- Invest in our non-profit support partners
- To look for ways to find non-sworn response to some types of police calls
- To meet basic needs such as housing and food
- To really listen to the community

Takeaways

- We have an opportunity to become structurally balanced
- We have an opportunity to tackle some big one-time capital projects
- There is far more demand than capacity. We will not be able to restore all that we reduced
- Operations are stretched thin
- A need to explore revenue opportunities
- Still economic uncertainty ahead
- There will be a separate process for planning and budgeting for the American Rescue Plan

Today's Action

Approve an ordinance increasing the compensation for each member of the City Council from \$578.81 to \$607.75 per month as allowed for under Government Code Section 36516.

- Total cost: \$2,430.96
- Council did not increase salaries last year
- \$10 per month will go to life insurance, \$18.88 to salary

Next Week's Actions

- 1) Approve a resolution adopting the FY 2021-22 budget
- 2) Approve a resolution establishing a CalPERS smoothing reserve with a \$1 million starting balance
- 3) Adopt the resolution continuing the Voluntary Time Off program for Fiscal Year 2021-22 allowing employees to reduce their work week by no more than 8 hours per week
- 4) Approve a resolution adopting various rates and fees at the Airport
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- 8) Adopt a resolution to authorize the expenditure of low and moderate-income housing funds
- 9) Find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project benefit the project area





Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

Item 13.a PUBLIC COMMENT - PLEASE READ OUTLOUD

Araceli Lopez <cheli6232@outlook.com>

Tue, Jun 8, 2021 at 2:31 PM

To: "eduardo.montesino@cityofwatsonville.org" <eduardo.montesino@cityofwatsonville.org>, "aurelio.gonzalez@cityofwatsonville.org" <aurelio.gonzalez@cityofwatsonville.org>, "lowell.hurst@cityofwatsonville.org" <lowell.hurst@cityofwatsonville.org>, "francisco.estrada@cityofwatsonville.org" <francisco.estrada@cityofwatsonville.org>, "rebecca.garcia@cityofwatsonville.org" <rebecca.garcia@cityofwatsonville.org>, "jimmy.dutra@cityofwatsonville.org" <jimmy.dutra@cityofwatsonville.org>, "ari.parker@cityofwatsonville.org" <ari.parker@cityofwatsonville.org>, "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>, "cityclerk@cityofwatsonville.org" <cityclerk@cityofwatsonville.org>

Hello,

I am a resident of District 7 and I am writing to ask how you can justify giving yourselves a raise but leave parks the same. How can you give yourselves more money and give no more than literally 1% to the library. I want to see the youth center by my house open and fully staffed. I want a place for my kid to go and play with other kids in our neighborhood. I want our parks to be safe, SAFE DOES NOT MEAN MORE COPS- When I say safe I mean, I want lights, I want accessible fields, I want a space to take my kid instead of having to drive out of town for a pool, ALLOCATE MORE MONEY TO PARKS, art and all the other stuff you all decide to defund while giving yourselves more raises.

I would like to see 10% of the budget go to the library.

I would like to see 20% go to parks and rec.

I am unable to attend this meeting but want my email to be read out loud as it has been before, will you please reply and assure me this will happen.

Thank you,
Araceli