

# **AGENDA CITY OF WATSONVILLE CITY COUNCIL MEETING**

*Opportunity Through Diversity; Unity Through Cooperation.*



*The City of Watsonville is dedicated to improving the economic vitality, safety & living environment for the culturally rich Watsonville community, by providing leadership for the achievement of community goals & high quality, responsive public services.*

***Francisco Estrada, Mayor, District 4  
Rebecca J. Garcia, Mayor Pro Tempore, District 5***

***Felipe Hernandez, Council Member, District 1  
Aurelio Gonzalez, Council Member, District 2  
Lowell Hurst, Council Member, District 3  
Trina Coffman-Gomez, Council Member, District 6  
Ari Parker, Council Member, District 7***

***Matt Huffaker, City Manager  
Alan J. Smith, City Attorney  
Beatriz Vázquez Flores, City Clerk***

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

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***Spanish language interpretation is available***

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## **Americans with Disabilities Act**



*The Council Chambers is an accessible facility. If you wish to attend a meeting and you will require assistance in order to attend and/or participate, please call the City Clerk's Office at least five (5) days in advance of the meeting to make arrangements. The City of Watsonville TDD number is (831) 763-4075.*

Meetings are streamed live via the City's website and archived thereafter. Meetings are also televised live on Charter Cable Communications Channel 70 and AT&T Channel 99 and re-broadcast on Thursday at 5:00 p.m. and Saturday at 8:00 a.m. the same week of the meeting.

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

[AGENDA PACKET](#)

Attachments:      [Packet](#)

[AGENDA EN ESPAÑOL \(WILL BE AVAILABLE ONCE  
TRANSLATED/DISPONIBLE EN CUANTO SEA TRADUCIDA\)](#)

**4:30 p.m.**

**Anyone Addressing the City Council is asked to fill out a blue card and leave it at the  
podium for recording purposes**

**(IF YOU CHALLENGE ANY ACTION APPEARING ON THIS AGENDA IN COURT, YOU  
MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED  
AT THE PUBLIC MEETING DESCRIBED ON THIS AGENDA, OR IN WRITTEN  
CORRESPONDENCE DELIVERED TO THE CITY CLERK PRIOR TO, OR AT, THE  
PUBLIC MEETING.)**

**1. ROLL CALL**

**2. INFORMATION ITEMS—Written Report(s) Only**

**A.      [REPORT OF DISBURSEMENTS](#)**

Attachments:      [Report of Disbursements 9-27-19](#)

**B.      [MISCELLANEOUS DOCUMENTS REPORT](#)**

Attachments:      [Miscellaneous Documents Report October 8, 2019](#)

**3. REPORTS TO COUNCIL -- No Action Required**

**A.      [HOUSING PROGRAM STATUS REPORT](#)**

Requested by:      Community Development Director Merriam

- 1) Oral Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Input

## 4. CONSENT AGENDA

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

### **Public Input on any Consent Agenda Item**

**A. [MOTION APPROVING MINUTES OF AUGUST 27, SEPTEMBER 10 & 24, 2019](#)**

**Attachments:**      [Minutes 082719](#)  
                                 [Minutes 091019](#)  
                                 [Minutes 092419](#)

**B. [RESOLUTION AWARDING A CONTRACT TO VERDE DESIGN, INC., FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT AT RAMSAY PARK, AN URBAN GREENING GRANT PROJECT, IN AN AMOUNT NOT TO EXCEED \\$303,116; \(\\$246,423 WILL BE FUNDED BY THE URBAN GREENING GRANT & REMAINING 18% COST WILL BE COVERED BY PARKS AND COMMUNITY SERVICES OPERATING FUNDS\)](#)**

**Requested by:**      Parks & Community Services Director Calubaquib  
**Attachments:**      [Ramsay Urban Greening Grant Award Contract - Report](#)  
                                 [Ramsay Urban Greening Grant Award Contract - Resolution](#)

**C. [RESOLUTION AUTHORIZING A PURCHASE ORDER FOR SOLE SOURCE PURCHASE WITH J A MOMANEY \(JAM\) SERVICES, INC., FOR TRAFFIC SIGNAL VIDEO DETECTION HARDWARE FOR THE GREEN VALLEY ADAPTIVE TRAFFIC CONTROL SYSTEM, IN AN AMOUNT NOT TO EXCEED \\$142,025](#)**

**Requested by:**      Public Works & Utilities Director Palmisano  
**Attachments:**      [Purchase of Traffic Signal Video Detection Hardware - Report](#)  
                                 [Purchase of Traffic Signal Video Detection Hardware - Resolution](#)

- D.** [RESOLUTION APPROVING FIVE-YEAR AGREEMENTS WITH WORLD FUEL SERVICES, INC., FOR PURCHASE OF AVIATION GRADE GASOLINE & JET "A" FUEL: BRANDING AGREEMENT FOR SERVICES ASSOCIATED WITH AVIATION FUELING, IN AN AMOUNT NOT TO EXCEED 1.25 MILLION GALLONS; & APPROVAL OF A FIVE YEAR LEASE \(AT \\$1.00 PER YEAR\) OF A 5,000 GALLON JET "A" REFUELER VEHICLE FROM ASCENT AVIATION GROUP, INC., \(FUNDING FOR THESE SERVICES WILL BE FUNDED FROM THE AIRPORT ENTERPRISE FUND\)](#)

**Requested by:** Airport Director Williams

**Attachments:** [Awarding RFP to World Fuel Services - Report](#)  
[Awarding RFP to World Fuel Services - Resolution](#)

- E.** [RESOLUTION AWARDING CONTRACT TO PSOMAS FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE AIRPORT FREEDOM TRUNK SEWER REPLACEMENT PROJECT NO. SS-16-02, IN AN AMOUNT NOT TO EXCEED \\$352,840; & AUTHORIZING A \\$352,840 BUDGET APPROPRIATION FROM SEWER FUND](#)

**Requested by:** Public Works & Utilities Director Palmisano

**Attachments:** [Award Contract for Airport Freedom Sewer Project - Report](#)  
[Awarding Contract for Airport Freedom Sewer Project - Resolution](#)

- F.** [RESOLUTION AUTHORIZING & DIRECTING SUBMITTAL OF APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION \(FAA\) AIRPORT IMPROVEMENT PROGRAM \(AIP\) STATE MATCHING GRANT FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR THE FEDERAL AVIATION ADMINISTRATION \(FAA\) AIRPORT IMPROVEMENT PROGRAM GRANT 3-06-0272-018-2019, & APPROPRIATING SUCH FUNDS TO THE AIRPORT ENTERPRISE FUND](#)

**Requested by:** Airport Director Williams

**Attachments:** [Caltrans AIP Matching Grant Submittal - Report](#)  
[Caltrans AIP Matching Grant Submittal - Resolution](#)

## **5. ITEMS REMOVED FROM CONSENT AGENDA**

## **6. PUBLIC HEARINGS, ORDINANCES, & APPEALS**



**A. CONSIDERATION OF ORDINANCE INTRODUCTION RESCINDING CHAPTER 2 (CIVIL DEFENSE& DISASTER RELIEF & PROVISIONS FOR MUTUAL AID) OF TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 2 ENTITLED EMERGENCY & EMERGENCY SERVICES**

**Requested by:** City Attorney Smith

**Attachments:** [Disaster & Disaster Planning Ordinance - Report](#)  
[Emergency and Emergency Services - Ordinance](#)

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation:

ORDINANCE INTRODUCTION RESCINDING CHAPTER 2 (CIVIL DEFENSE & DISASTER RELIEF & PROVISIONS FOR MUTUAL AID) OF TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 2 ENTITLED EMERGENCY & EMERGENCY SERVICES

- 5) City Council Deliberation on Motion(s)

**6:30 p.m.**

**7. ROLL CALL**

**8. PLEDGE OF ALLEGIANCE**

**9. PRESENTATIONS & ORAL COMMUNICATIONS**

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

- A. [PRESENTATION COMMEMORATING 30TH YEAR ANNIVERSARY OF THE LOMA PRIETA EARTHQUAKE ON OCTOBER 17, 1989, & PROCLAMATION RECOGNIZING THE EXTRAORDINARY WORK PERFORMED BY VOLUNTEER AVIATORS & SUPPORT STAFF AFTER THE EARTHQUAKE](#)
- B. [PROCLAMATION DECLARING OCTOBER 9, 2019, RHEA DEHART DAY FOR HER TIRELESS COMMUNITY WORK & VOLUNTEERISM DURING HER LIFETIME](#)
- C. [ORAL COMMUNICATIONS FROM THE PUBLIC](#)
- D. [PRESENTATION BY THE WATSONVILLE POLICE DEPARTMENT ON THE PINK PATCH PROJECT \(15 MINUTES\)](#)

**Requested by:** Police Chief Honda

## **10. PUBLIC HEARINGS, ORDINANCES, & APPEALS (Continued)**

- B. [CONSIDERATION OF ORDINANCE INTRODUCTION AMENDING TITLE 5 \(PUBLIC WELFARE, MORALS, & CONDUCT\) OF THE WATSONVILLE MUNICIPAL CODE BY RESCINDING CHAPTER 46 \(TOBACCO RETAILER LICENSE\) & ADDING A NEW CHAPTER 46 ENTITLED TOBACCO RETAILER LICENSE TO BAN THE SALE OF FLAVORED TOBACCO & E-CIGARETTES IN THE CITY OF WATSONVILLE](#)

**Requested by:** Police Chief Honda and Deputy City Manager Vides

**Attachments:** [Tobacco Retailer License Ordinance - Report](#)  
[Tobacco Ordinance Correspondence](#)  
[REVISED Tobacco Retailer License - Ordinance](#)  
[Tobacco Retailer License Fee - Resolution](#)

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation:

## 5) City Council Deliberation on Motion(s):

a) ORDINANCE INTRODUCTION RESCINDING CHAPTER 46 (TOBACCO RETAILER LICENSE) OF TITLE 5 (PUBLIC WELFARE, MORALS, & CONDUCT) OF WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 46 ENTITLED TOBACCO RETAILER LICENSE

b) RESOLUTION ESTABLISHING & SETTING AN ANNUAL "TOBACCO RETAILER LICENSE FEE" AT \$255 TO LOCALLY REGULATE & ENFORCE THE RETAIL SALES OF TOBACCO & TOBACCO RELATED PRODUCTS TO MINORS

**C.** CONSIDERATION ORDINANCE ADOPTION RENEWING PUBLIC SAFETY TAX WITH RESTRICTIONS EXTENDING EXISTING SALES TAX MEASURE BY AMENDING ARTICLE 11 (TRANSACTIONS & USE TAX: PUBLIC SAFETY SALES TAX MEASURE) OF CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF WATSONVILLE MUNICIPAL CODE TO BE APPROVED BY VOTERS ON THE MARCH 3, 2020, SPECIAL MUNICIPAL ELECTION

**Requested by:** Parks & Community Services Director Calubaquib, Police Chief Honda, Fire Chief Lopez Sr. and Deputy City Manager Vides

**Attachments:** [Renewal of Public Safety Sales Tax Measure - Report](#)  
[REVISED Renewal of Public Safety Sales Tax Measure - Ordinance](#)

## 1) Staff Report

## 2) City Council Clarifying &amp; Technical Questions

## 3) Public Hearing

## 4) Motion Whether to Approve Staff Recommendation:

ORDINANCE RESCINDING ARTICLE 11 (TRANSACTIONS & USE TAX: PUBLIC SAFETY SALES TAX MEASURE) OF CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF WATSONVILLE MUNICIPAL CODE & ADDING A NEW ARTICLE 11 ENTITLED TRANSACTIONS & USE TAX: PUBLIC SAFETY SALES TAX MEASURE TO BE ADMINISTERED BY THE CALIFORNIA STATE BOARD OF EQUALIZATION & TO BE APPROVED BY THE VOTERS ON THE MARCH 3, 2020, SPECIAL MUNICIPAL ELECTION

## 5) City Council Deliberation on Motion(s)

## 11. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

E. [ORAL COMMUNICATIONS FROM THE COUNCIL](#)

**12. EMERGENCY ITEMS ADDED TO AGENDA**

**13. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS**

**14. ADJOURNMENT**

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

*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 [www.cityofwatsonville.org](http://www.cityofwatsonville.org) subject to staff's ability to post the document before the meeting.*

CITY OF WATSONVILLE  
FINANCE DEPARTMENT  
SUMMARY OF DISBURSEMENTS  
WARRANT REGISTER DATED 9/11/19 TO 9/27/19

FUND NO.	FUND NAME	AMOUNT
120	TRUST FUND	1,176.00
130	EMPLOYEE CASH DEDUCTIONS FUND	1,388,362.60
150	GENERAL FUND	730,655.55
170	INVESTMENTS	712.12
202	REDEVELOPMENT OBLIG RETIREMENT	2,216.63
204	HOUSING FUND	306.40
205	COMMUNITY DEV BLOCK GRANT	2,255.00
221	INCLUSIONARY HOUSING	2,018.77
246	CIVIC CENTER COMMON AREA	35,117.03
260	SPECIAL GRANTS	36,479.21
305	GAS TAX	63,800.30
309	PARKING GARAGE FUND	12,654.21
310	SALES TAX MEASURE G	166,871.55
312	MEASURE D-TRANSPORTATION FUND	26,889.68
354	SPECIAL DISTRICT FUNDS	55.68
510	ENERGY BOND DEBT PAYMENT	146,814.16
710	SEWER SERVICE FUND	193,044.03
720	WATER OPERATING FUND	210,401.76
730	AIRPORT ENTERPRISE FUND	222,573.40
740	WASTE DISPOSAL FUND	293,649.97
780	WORKER'S COMP/LIABILITY FUND	20,743.00
787	HEALTH INSURANCE FUND POOL	644,198.01
789	FIBER OPTIC FUND	3,850.00
<b>TOTAL</b>		<b>4,204,845.06</b>
TOTAL ACCOUNTS PAYABLE 9/11/19 TO 9/27/19		2,816,482.46
PAYROLL INVOICES		<u>1,388,362.60</u>
TOTAL OF ALL INVOICES		<u><b>4,204,845.06</b></u>

## Check Register

For the Period 9/11/2019 through 9/27/2019

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0120	ONE TIME VENDOR	32910	9/24/2019	09-2019-014841	REFUND- RAMSAY PARK FAMILY CENTER	\$311.00
		32911	9/24/2019	09-2019-014840	REFUND- CIVIC PLAZA DEPOSIT	\$590.00
		32909	9/24/2019	09-2019-014839	REFUND- CIVIC PLAZA COMMUNITY ROOM RENTAL	\$275.00
	Fund Total					\$1,176.00
0130	AFLAC	32742	9/13/2019	54206	Payroll Run 1 - Warrant 190913	\$10,086.25
		33015	9/27/2019	54713	Payroll Run 1 - Warrant 190927	\$10,042.69
	BENEFIT COORDINATORS CORPORATION	32743	9/13/2019	54189	Payroll Run 1 - Warrant 190913	\$4,312.07
		33016	9/27/2019	54699	Payroll Run 1 - Warrant 190927	\$1,028.39
	CA STATE DISBURSEMENT UNIT	476	9/13/2019	54208	Payroll Run 1 - Warrant 190913	\$4,113.92
		482	9/27/2019	54715	Payroll Run 1 - Warrant 190927	\$4,113.92
	CINCINNATI LIFE INSURANCE CO	32744	9/13/2019	54204	Payroll Run 1 - Warrant 190913	\$45.58
		33017	9/27/2019	54711	Payroll Run 1 - Warrant 190927	\$45.58
	CITY EMPLOYEES ASSOCIATION	32745	9/13/2019	54191	Payroll Run 1 - Warrant 190913	\$534.00
	COLONIAL LIFE & ACCIDENT INS	32746	9/13/2019	54192	Payroll Run 1 - Warrant 190913	\$267.97
		33018	9/27/2019	54701	Payroll Run 1 - Warrant 190927	\$267.97
	COUNTY OF SANTA CRUZ	32747	9/13/2019	54193	Payroll Run 1 - Warrant 190913	\$552.73
		33019	9/27/2019	54702	Payroll Run 1 - Warrant 190927	\$552.73
	ICMA RETIREMENT TRUST 457	32748	9/13/2019	54195	Payroll Run 1 - Warrant 190913	\$3,249.21
		32749	9/13/2019	54216	Payroll Run 1 - Warrant 190913	\$3,455.00
		33020	9/27/2019	54704	Payroll Run 1 - Warrant 190927	\$3,455.00
		33021	9/27/2019	54730	Payroll Run 1 - Warrant 190927	\$3,951.38
	NATIONWIDE RETIREMENT SOLUTIONS	477	9/27/2019	54703	Payroll Run 1 - Warrant 190927	\$32,055.82

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	NATIONWIDE RETIREMENT	472	9/13/2019	54194	Payroll Run 1 - Warrant 190913	\$32,055.82
	OPERATING ENGINEERS LOCAL #3	32750	9/13/2019	54196	Payroll Run 1 - Warrant 190913	\$5,760.00
	PRE-PAID LEGAL SERVICES INC.	32751	9/13/2019	54209	Payroll Run 1 - Warrant 190913	\$259.00
	PROF FIRE FIGHTERS-WATSONVILLE	32752	9/13/2019	54197	Payroll Run 1 - Warrant 190913	\$3,090.00
		33022	9/27/2019	54705	Payroll Run 1 - Warrant 190927	\$3,090.00
	PUBLIC EMP RETIREMENT SYSTEM	478	9/27/2019	54706	Payroll Run 1 - Warrant 190927	\$263,111.31
		473	9/13/2019	54198	Payroll Run 1 - Warrant 190913	\$263,914.57
	SALLY MCCOLLUM	32753	9/13/2019	54190	Payroll Run 1 - Warrant 190913	\$500.00
		33023	9/27/2019	54700	Payroll Run 1 - Warrant 190927	\$500.00
	SEIU LOCAL 521	32755	9/13/2019	54199	Payroll Run 1 - Warrant 190913	\$1,401.93
		32754	9/13/2019	54222	Payroll Run 1 - Warrant 190913	\$35.00
		33025	9/27/2019	54707	Payroll Run 1 - Warrant 190927	\$1,369.67
		33024	9/27/2019	54731	Payroll Run 1 - Warrant 190927	\$35.00
	UNITED WAY OF SANTA CRUZ CO	32756	9/13/2019	54201	Payroll Run 1 - Warrant 190913	\$65.00
		33026	9/27/2019	54709	Payroll Run 1 - Warrant 190927	\$65.00
	US DEPARTMENT OF EDUCATION AWG	32757	9/13/2019	54205	Payroll Run 1 - Warrant 190913	\$253.70
		33027	9/27/2019	54712	Payroll Run 1 - Warrant 190927	\$105.47
	WAGeworks INC	32758	9/13/2019	54207	Payroll Run 1 - Warrant 190913	\$4,855.80
		33028	9/27/2019	54714	Payroll Run 1 - Warrant 190927	\$4,721.14
	WATSONVILLE POLICE ASSOCIATION	32759	9/13/2019	54202	Payroll Run 1 - Warrant 190913	\$7,849.00
	WIRE TRANSFER-IRS	475	9/13/2019	54203	Payroll Run 1 - Warrant 190913	\$289,967.79
		480	9/27/2019	54710	Payroll Run 1 - Warrant 190927	\$306,374.00
	WIRE TRANSFER-STATE OF CALIFORNIA	479	9/27/2019	54708	Payroll Run 1 - Warrant 190927	\$61,639.31
		474	9/13/2019	54200	Payroll Run 1 - Warrant 190913	\$55,213.88
	Fund Total					\$1,388,362.60

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	A TOOL SHED RENTALS, INC.	32775	9/24/2019	1374157-6	EQUIPMENT RENTAL	\$555.14
	A-1 JANITORIAL SERVICE	32776	9/24/2019	7424	JANITORIAL SERVICES	\$320.00
		32776	9/24/2019	7424	JANITORIAL SERVICES	\$700.00
	ABBOTT'S PRO-POWER, LLC	32777	9/24/2019	133510	#133510, REPLACEMENT OF SMALL ENGINES EQUIPMENT	\$2,245.29
	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$9.91
		32995	9/25/2019	08/31/19	SUPPLIES	\$65.87
		32995	9/25/2019	08/31/19	SUPPLIES	\$36.00
		32995	9/25/2019	08/31/19	SUPPLIES	\$63.67
		32995	9/25/2019	08/31/19	SUPPLIES	\$2.17
		32995	9/25/2019	08/31/19	SUPPLIES	\$207.84
		32995	9/25/2019	08/31/19	SUPPLIES	\$144.09
		32995	9/25/2019	08/31/19	SUPPLIES	\$11.98
		32995	9/25/2019	08/31/19	SUPPLIES	\$15.23
		32995	9/25/2019	08/31/19	SUPPLIES	\$317.05
		32995	9/25/2019	08/31/19	SUPPLIES	\$203.33
		32995	9/25/2019	08/31/19	SUPPLIES	\$46.19
		32995	9/25/2019	08/31/19	SUPPLIES	\$15.26
		32995	9/25/2019	08/31/19	SUPPLIES	\$112.44
		32995	9/25/2019	08/31/19	SUPPLIES	\$54.59
		32995	9/25/2019	08/31/19	SUPPLIES	\$209.75
		32995	9/25/2019	08/31/19	SUPPLIES	\$45.82
		32995	9/25/2019	08/31/19	SUPPLIES	\$17.99
		32995	9/25/2019	08/31/19	SUPPLIES	\$37.08
	ADVANTAGE GEAR, INC	32779	9/24/2019	220000019307	Uniform Order	\$2,549.17
	AGILIS SYSTEMS, LLC	32780	9/24/2019	2105762	#2105762, VEHICLE TRACKING	\$68.97



Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AIRTEC SERVICE,INC	32782	9/24/2019	9471	FAN SERVICES AND REPAIRS	\$662.84
		32782	9/24/2019	9314	LABOR AND MATERIALS	\$694.17
	ALLSTAR FIRE EQUIPMENT, INC	32760	9/18/2019	217366	UNIFORMS	\$19,516.42
	AMREP COMPANY,INC	32785	9/24/2019	9/1/19	SERVICE & REPAIR PARTS	\$22,836.31
	ARATA EQUIPMENT COMPANY	32786	9/24/2019	9/5/19	REPAIR PARTS	\$3,566.59
	ARRIAGA, JOHN	32787	9/24/2019	8249	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$2,465.00
		32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$580.00
		32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$217.50
		32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$580.00
	AT&T	32727	9/11/2019	292375992-8/24/19	SERVICE	\$163.85
	AT&T-CAL NET 2	32791	9/24/2019	000013605928	CALNET3_INTRANET 100 MB LINE FRM 08/10/19-09/09/19	\$1,476.19
	AUTO CARE LIFESAVER TOWING	32996	9/25/2019	18-5742	TOWING SERVICE	\$1,219.00
		32996	9/25/2019	48917	TOWING SERVICE	\$1,180.00
		32996	9/25/2019	48916/48915	TOWING SERVICE	\$190.00
		32996	9/25/2019	52165	VEH TOW	\$1,188.00
		32996	9/25/2019	18-6731 52155	VEH TOW	\$1,248.00
		32996	9/25/2019	19-10534	VEH TOW	\$1,106.50
		32996	9/25/2019	49697	VEH TOW	\$1,309.00
		32996	9/25/2019	17-3037	VEH TOW	\$95.00
		32996	9/25/2019	18-10410	VEH TOW	\$1,093.00
		32996	9/25/2019	19-9506	VEH TOW	\$417.50
		32996	9/25/2019	17-3394	VEHICLE TOW	\$1,364.50
		32996	9/25/2019	50139	VEH TOW	\$67.50
		32996	9/25/2019	50123	VEH TOW	\$1,180.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	AUTO CARE LIFESAVER TOWING	32996	9/25/2019	50117	VEH TOW	\$1,448.50
		32996	9/25/2019	53180/53181	VEH TOW	\$1,193.00
		32996	9/25/2019	52163	VEH TOW	\$1,206.00
		32996	9/25/2019	17-3043	VEH TOW	\$95.00
		32996	9/25/2019	49310	VEH TOW	\$190.00
		32996	9/25/2019	18-10503	VEH TOW	\$280.00
		32996	9/25/2019	18-10418	VEH TOW	\$1,091.50
		32996	9/25/2019	19-10738	VEH TOW	\$280.00
		32996	9/25/2019	19-10950	VEH TOW	\$460.00
		32996	9/25/2019	19-9299	VEH TOW	\$730.00
		32996	9/25/2019	19-9150	VEH TOW	\$507.50
		32996	9/25/2019	18-8914	VEH TOW	\$327.50
		32996	9/25/2019	53182/53183	VEH TOW	\$1,480.00
		32792	9/24/2019	#19-15271	VEHICLE TOW	\$54.00
	BAKER & TAYLOR BOOKS	32793	9/24/2019	L1073594-8/31/19	BOOKS	\$829.27
		32793	9/24/2019	2034757772	BOOKS	\$173.72
		32793	9/24/2019	LS19080062	BOOK LEASING SERVICE	\$10,495.21
		32793	9/24/2019	08/31/19	BOOKS	\$260.70
		32793	9/24/2019	08/31/2019	BOOKS	\$595.73
	BARBARA & COMPANY CATERING, INC.	32728	9/11/2019	9/5/19	CATERING COMM BBQ	\$4,421.34
	BODY BY HANK	32798	9/24/2019	19101	PARTS AND LABOR	\$2,038.44
		32798	9/24/2019	19254	LABOR AND MATERIALS	\$1,844.00
	BOUND TREE MEDICAL LLC	32799	9/24/2019	83316999	First Aid Supplies	\$125.89
		32799	9/24/2019	83317000	First Aid supplies	\$46.74
		32799	9/24/2019	83296208	First Aid supplies	\$24.41

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0150	BOUND TREE MEDICAL LLC	32799	9/24/2019	83336354	First aid supplies	\$49.23
		32799	9/24/2019	83321700	First Aid Supplies	\$8.72
		32799	9/24/2019	83307018	First Aid supplies	\$317.35
	BRODART CO.	32802	9/24/2019	040352-091819	BOOKS	\$758.67
	BURTON'S FIRE APPARATUS, INC.	32803	9/24/2019	45950	AIR HORN	\$377.99
		32803	9/24/2019	45822	DRAGLINK	\$600.84
		32803	9/24/2019	78271	LABOR AND REPAIRS	\$1,534.89
		32803	9/24/2019	78198	FIRE TRUCK MAINTENANCE	\$1,459.63
		32803	9/24/2019	78270	FIRE TRUCK MAINTENANCE	\$1,789.65
	C & N TRACTOR	32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$133.67
		32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$684.56
		32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$338.80
		32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$371.74
	C&A PORTABLE POTTIES SERVICE, LLC	32805	9/24/2019	2734-2	#2734-2, FENCING FOR CONSTRUCTION AT RAMSAY	\$943.92
		32805	9/24/2019	2734-1	#2734-1, FENCING FOR CONSTRUCTION AT RAMSAY PARK	\$209.76
	C2 BUILDERS, INC.	32806	9/24/2019	3015	RAMSAY PARK RESTROOM ADA PK-18	\$12,920.00
		32763	9/18/2019	3014	RAMSAY PARK RESTROOM ADA PK-18	\$26,505.00
		32763	9/18/2019	2991	RAMSAY PARK RESTROOM ADA PK-18	\$16,529.05
	CALIFORNIA ARMED GUARDS	32808	9/24/2019	HR03032	9/9/19, INV#HR03032, SECURITY GUARDS FOR PRIVATE E	\$399.00
	CDW GOVERNMENT, INC.	32812	9/24/2019	TVK8666	APCRPL BATTERY FOR COUNCIL IDF	\$389.36
		32812	9/24/2019	TTH2495	COMPUTERS	\$930.46
		32812	9/24/2019	TSW4809	4 ACROBAT DC LICENSE FROM 09/19-02/2020 FOR PCS	\$97.96
	CENTER POINT LARGE PRINT	32814	9/24/2019	1719094	BOOKS	\$131.22

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0150	CENTRAL COAST LANDSCAPE & MAINTENANCE	32815	9/24/2019	20279	LANDSCAPE MAINTENANCE-SEPTEMBER	\$400.00
		32815	9/24/2019	20245	SERVICE	\$665.50
	CHARTER COMMUNICATIONS	32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$29.42
		32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$151.22
	CHAZ CUSTOM EMBROIDERY & DIGITIZING	32816	9/24/2019	2908	CASSIDYS PIZZA SPONSOR SIGN	\$426.59
	CHEVROLET OF WATSONVILLE	32817	9/24/2019	222119	SERVICE	\$79.60
	COAST AUTO SUPPLIES & DISMANTLING, INC.	32819	9/24/2019	148207	Vehicle to use for training	\$100.00
	COAST COUNTIES TRUCK & EQUIP	32820	9/24/2019	8/31/19	REPAIR PARTS	\$1,512.51
	COMMERCIAL TRUCK COMPANY CONTINUANT, INC.	32821	9/24/2019	1038168	VEHICLE PARTS	\$24.27
		32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$991.92
	COUNTY OF SANTA CRUZ	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$80.81
		32823	9/24/2019	PP2019-336	PP2019-336 NOE for 350 Technology Dr	\$50.00
		32823	9/24/2019	PP2019-335	PP2019-335 NOE for 370 Airport BLVD	\$50.00
		32823	9/24/2019	pp2019-181	pp2019-181 NOE for 5 Nielson Street and 58 Hangar	\$50.00
		32824	9/24/2019	QUERY SCAN 9/01/2019	QUERY SCAN CHARGES	\$1,287.01
	COUNTY OF SANTA CRUZ COLLECTIONS	32729	9/11/2019	JULY 2019	PARKING TICKET SURCHARGE	\$8,527.50
	CREWSENSE, LLC	32825	9/24/2019	0013544	Qtrly Charges 08/05/19-11/04/19	\$355.47
	CRIMINAL JUSTICE COUNCIL OF SANTA CRUZ COUNTY	32826	9/24/2019	FY 2018-19 CNTRBTION	FY 2018-19 MEMBER CONTRIBUTION	\$750.00
		32826	9/24/2019	FY 2018-19 CNTRBTION	FY 2018-19 MEMBER CONTRIBUTION	\$750.00
	CRUZIO/THE INTERNET STORE INC.	32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$69.95

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0150	CRUZIO/THE INTERNET STORE INC.	32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$58.95
		32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$139.90
	CSG CONSULTANTS, INC	32829	9/24/2019	26068	BUILDING CONSTRUCTION PLAN REV	\$2,835.00
		32829	9/24/2019	26059	BUILDING CONSTRUCTION PLAN REV	\$3,727.50
		32829	9/24/2019	26067	BUILDING CONSTRUCTION PLAN REV	\$270.00
	D&G SANITATION	32831	9/24/2019	262424	262424 SPECIAL EVENT	\$213.04
		32831	9/24/2019	265336	PORTABLE TOILET SERVICES	\$246.65
		32831	9/24/2019	262403	PORTABLE TOILET SERVICE	\$338.68
		32831	9/24/2019	262404	PORTABLE TOILET SERVICE	\$180.26
		32831	9/24/2019	263169	PORTABLE TOILET SERVICE	\$322.29
	DASH MEDICAL GLOVES	32832	9/24/2019	INV1164634	PROPERTY/EVIDENCE SUPPLIES	\$238.92
		32832	9/24/2019	INV1165594	PROPERTY/EVIDENCE SUPPLIES	\$318.56
	DEMCO INC	32835	9/24/2019	668167	PROCESSING LABELS	\$104.44
	DEPARTMENT OF JUSTICE	32836	9/24/2019	402163	DOJ FINGERPRINTS	\$288.00
	DIAMOND VIEW AUTO GLASS	32837	9/24/2019	INV-0596	REPLACE WINDSHIELD	\$365.00
		32837	9/24/2019	INV-0597	WINDSHIELD REPLACEMENT	\$355.00
	DISCOUNT SCHOOL SUPPLY	32838	9/24/2019	W39517960101	SUPPLIES- PROCESSING SUPPLIES	\$85.89
	DIXON & SONS TIRES INC.	32767	9/18/2019	08/29/19	PARTS AND REPAIRS	\$160.00
		32767	9/18/2019	08/29/19	PARTS AND REPAIRS	\$125.50
		32767	9/18/2019	08/29/19	PARTS AND REPAIRS	\$5,328.85
	EDDIE CABEZAS	32730	9/11/2019	124	LIVE MUSIC 9-27-19	\$1,400.00
	ELEVATOR SERVICE COMPANY, INC.	32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$530.00
		32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$400.00
		32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$200.00

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0150	EMT CERTIFICATION FUND	32722	9/11/2019	1810- REISSUE	DANIEL LUCAS EMT RECERTIFICATION- CHECK REISSUE	\$37.00
	ERNESTO'S CLEANING SERVICES	32845	9/24/2019	0828193	Ernesto's Cleaning Services_Facilities_0828193_8.2	\$4,761.92
		32845	9/24/2019	0424193-CREDIT	CREDIT FOR DOUBLE PAYMENT ON 0424193 INV	(\$4,761.92)
	ESPERANZA DEL VALLE INC	32846	9/24/2019	8/26/2019	#8/26/2019, FOLKLORIC DANCE COMPANY PERFORMANCE AT	\$1,000.00
	EWING IRRIGATION PRODUCTS, INC.	32847	9/24/2019	8271747	IRRIGATION REPAIR PARTS	\$782.02
	FASTENAL COMPANY	32848	9/24/2019	CAWAT101701	PARTS	\$23.88
		32848	9/24/2019	CAWAT101703	PARTS	\$4.95
		32848	9/24/2019	CAWAT101598	SUPPLIES	\$47.21
		32848	9/24/2019	CAWAT101476	PARTS	\$323.78
		32848	9/24/2019	CAWAT101321	PARTS	\$4.95
		32848	9/24/2019	CAWAT101360	PARTS	\$1.65
		32848	9/24/2019	CAWAT101739	PARTS	\$20.47
		32848	9/24/2019	CAWAT101628	PARTS	\$10.12
		32848	9/24/2019	CAWAT101738	PARTS	\$30.97
		32848	9/24/2019	CAWAT101913	SUPPLIES	\$49.22
		32848	9/24/2019	CAWAT101895	SUPPLIES	\$74.10
		32848	9/24/2019	CAWAT101836	SUPPLIES	\$36.17
		32848	9/24/2019	CAWAT101524	SUPPLIES	\$17.34
		32848	9/24/2019	CAWAT101659	GLOVES	\$214.74
		32848	9/24/2019	CAWAT101675	JANITORIAL SUPPLIES	\$103.91
		32848	9/24/2019	CAWAT101816	SUPPLIES	\$132.80
		32848	9/24/2019	CAWAT101614	SUPPLIES	\$140.22
		32848	9/24/2019	CAWAT101719	SUPPLIES	\$69.85
		32848	9/24/2019	CAWAT101746	SUPPLIES	\$117.98

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0150	FASTENAL COMPANY	32848	9/24/2019	CAWAT101676	SUPPLIES	\$121.08
		32848	9/24/2019	CAWAT101561	SUPPLIES	\$65.54
	FEDEX	32849	9/24/2019	6-736-43135	SHIPPING CHARGES	\$5.54
	FINDAWAY WORLD LLC	32850	9/24/2019	295713	BOOKS	\$376.90
	FREEDOM TUNE-UP	32853	9/24/2019	9515	FLEET SMOG	\$46.00
		32853	9/24/2019	9501	FLEET SMOG	\$46.00
		32853	9/24/2019	9587	SMOG CHECK	\$49.00
		32853	9/24/2019	9556	FLEET SMOG	\$46.00
		32853	9/24/2019	9558	FLEET SMOG	\$46.00
		32853	9/24/2019	9525	FLEET SMOG	\$46.00
		32853	9/24/2019	9543	FLEET SMOG	\$46.00
		32853	9/24/2019	9538	FLEET SMOG	\$59.00
		32853	9/24/2019	9509	FLEET SMOG	\$49.00
		32853	9/24/2019	9564	FLEET SMOG	\$59.00
		32853	9/24/2019	9573	FLEET SMOG	\$46.00
		32853	9/24/2019	9553	FLEET SMOG	\$46.00
	GALE CENGAGE LEARNING	32854	9/24/2019	67688604	BOOKS	\$53.24
		32854	9/24/2019	68264899	BOOKS	\$136.98
	GIS PLANNING, INC.	32855	9/24/2019	2120630805	ZoomProspector Renewal - Discover Watsonville webs	\$6,180.00
	GRAINGER	32856	9/24/2019	9272940124	SUPPLIES	\$50.62
	GRANITE ROCK COMPANY	32857	9/24/2019	1192041	#1192041, PINTO BALL FIELD GRANITE DUST AND RAKE	\$170.50
		32857	9/24/2019	1192378	#1192378, RAMSAY SOCCER FIELD SOIL BLEND	\$319.29
	GROCERY OUTLET	32859	9/24/2019	09/10/19	09/10/19- 300 4752 216 2244	\$3.96
	GUTIERREZ, AIMEE	32861	9/24/2019	93	GYMNASTICS INSTRUCTION	\$236.25

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0150	HILLEL ROM	32863	9/24/2019	100	06G COMP TEAM TRAINING	\$300.00
	HINDERLITER, DE LLAMAS & ASSOCIATES	32864	9/24/2019	0032136-IN	SALES AND USE TRANS. AUDIT & I	\$3,069.88
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$35.81
		33000	9/25/2019	09/13/19	SUPPLIES	\$126.29
		33000	9/25/2019	09/13/19	SUPPLIES	\$813.80
		33000	9/25/2019	09/13/19	SUPPLIES	\$184.63
		33000	9/25/2019	09/13/19	SUPPLIES	\$21.82
		33000	9/25/2019	09/13/19	SUPPLIES	\$593.19
		33000	9/25/2019	09/13/19	SUPPLIES	\$24.74
		33000	9/25/2019	09/13/19	SUPPLIES	\$103.63
		33000	9/25/2019	09/13/19	SUPPLIES	\$444.20
		33000	9/25/2019	09/13/19	SUPPLIES	\$88.17
		33000	9/25/2019	09/13/19	SUPPLIES	\$161.95
		33000	9/25/2019	09/13/19	SUPPLIES	\$12.53
		33000	9/25/2019	09/13/19	SUPPLIES	\$202.65
		33000	9/25/2019	09/13/19	SUPPLIES	\$21.66
		33000	9/25/2019	09/13/19	SUPPLIES	\$147.62
	INTER AMERICAN DEVELOPMENT	32868	9/24/2019	3663	SUBSCRIPTION BILINDEX ONLINE	\$795.00
	INTERSTATE ALL BATTERY CENTER	32869	9/24/2019	9/3/19	BATTERIES	\$107.99
	JOHNSON, ROBERTS, & ASSOC, INC.	32873	9/24/2019	140596	PHQ REPORTS	\$122.50
	K & D LANDSCAPING INC.	32874	9/24/2019	80450	GROUNDS MOWING AT PINTO LAKE P	\$1,145.00
		32874	9/24/2019	70264	GROUNDS MOWING AT PINTO LAKE P	\$990.00
	KME FIRE APPARATUS	32876	9/24/2019	CA 549564	Service on E-4411	\$2,258.53
		32876	9/24/2019	CA 549715	Service E-4412	\$25.46



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0150	KME FIRE APPARATUS	32876	9/24/2019	CA 549738	Service to E-4412	\$1,276.46
		32876	9/24/2019	CA549750	Service to E4412	\$172.77
		32876	9/24/2019	CA549786	Service to E4412	\$47.39
		32876	9/24/2019	CA 549810	Diesel Fuel	\$27.43
	LARGE'S METAL FABRICATION, INC	32878	9/24/2019	121975	SERVICE	\$195.00
		32878	9/24/2019	121922	REPAIR	\$500.00
	LEAHY, JORDAN	32882	9/24/2019	8/15/19	MEDITATION CLASS 8/15/19	\$175.00
	LENOVO INC.	32883	9/24/2019	6452618165	NEW PC FOR MECHANICS/SHOP AREA	\$1,311.00
		32883	9/24/2019	6452504944	COMPUTER SUPPLIES	\$1,307.56
	LIEBERT CASSIDY WHITMORE	32885	9/24/2019	1485615	PROFESSIONAL SERVICES	\$523.50
	MALLORY SAFETY AND SUPPLY, LLC	32889	9/24/2019	4681581	RSVC Scott service	\$4,831.88
	MID BAY FORD	32893	9/24/2019	124034	VEHICLE MAINTENANCE	\$1,999.10
		32893	9/24/2019	124200	VEHICLE MAINTENANCE	\$117.31
		32893	9/24/2019	124140	VEHICLE MAINTENANCE	\$274.71
		32893	9/24/2019	124133	VEHICLE MAINTENANCE	\$97.52
		32893	9/24/2019	124240	VEHICLE MAINTENANCE	\$396.73
		32893	9/24/2019	124267	VEHICLE MAINTENANCE	\$289.92
	MID COAST ENGINEERS, INC.	32894	9/24/2019	2845	Principal Surveyor 8 hours services rendered in No	\$1,600.00
	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$182.46
		32895	9/24/2019	08/31/19	SUPPLIES	\$410.24
		32895	9/24/2019	08/31/19	SUPPLIES	\$272.63
		32895	9/24/2019	08/31/19	SUPPLIES	\$51.53
		32895	9/24/2019	08/31/19	SUPPLIES	\$524.57
		32895	9/24/2019	08/31/19	SUPPLIES	\$584.43

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0150	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$125.48
		32895	9/24/2019	08/31/19	SUPPLIES	\$98.69
		32895	9/24/2019	08/31/19	SUPPLIES	\$488.26
		32895	9/24/2019	08/31/19	SUPPLIES	\$60.66
		32895	9/24/2019	08/31/19	SUPPLIES	\$251.03
		32895	9/24/2019	08/31/19	SUPPLIES	\$130.46
		32895	9/24/2019	08/31/19	SUPPLIES	\$107.15
		32895	9/24/2019	08/31/19	SUPPLIES	\$782.34
		32895	9/24/2019	08/31/19	SUPPLIES	\$130.40
		32895	9/24/2019	08/31/19	SUPPLIES	\$59.13
	MIWALL CORPORATION	32896	9/24/2019	8042	SUPPLIES	\$5,521.95
	MONOPRICE, INC.	32897	9/24/2019	19279051	HDMI TO DVI ADAPTER CABLE	\$62.30
	MONTEREY BAY CHRYSLER DODGE JEEP	32898	9/24/2019	185800	VEHICLE MAINTENANCE	\$165.00
		32898	9/24/2019	186015	VEHICLE MAINTENANCE	\$200.00
		32898	9/24/2019	185964	VEHICLE MAINTENANCE	\$279.15
	NATIVIDAD MEDICAL CENTER	32903	9/24/2019	47820543	MED TESTING	\$31.00
	NEW READERS PRESS	32904	9/24/2019	9057157	BOOKS	\$400.74
	NODA AUDIO VISUAL	32905	9/24/2019	22577	SPANISH DVDS	\$124.00
	OCLC, INC	32906	9/24/2019	682754	CATALOGING & METADATA	\$566.96
		32906	9/24/2019	676898	CATALOGING & METADATA	\$3,883.27
	OCTAVIO BAROCIO	32907	9/24/2019	9/11/19	PD-TUITION REIMBURSEMENT	\$2,000.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	32912	9/24/2019	34187	LABOR AND PARTS	\$418.35
		32912	9/24/2019	34315	LABOR	\$360.00
		32912	9/24/2019	34111	VEHICLE PARTS	\$13.10
		32912	9/24/2019	34027	VEHICLE SUPPLIES	\$109.24
		32912	9/24/2019	34250	SUPPLIES	\$21.81

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0150	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	32912	9/24/2019	34319	VEHICLE SUPPLIES	\$35.50
		32912	9/24/2019	34332	SUPPLIES	\$7.64
		32912	9/24/2019	34339	VEHICLE REPAIRS AND PARTS	\$1,073.71
		32912	9/24/2019	34249	MARINE BATTERY	\$307.88
		32912	9/24/2019	34374	SUPPLIES	\$17.46
		32912	9/24/2019	34286	SUPPLIES	\$8.19
		32912	9/24/2019	34254	SUPPLIES	\$7.64
	PACIFIC GAS & ELECTRIC	32916	9/24/2019	5740377546-3-8/29	ELEC	\$269.95
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$465.37
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$435.78
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$69.91
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$10,815.34
		32915	9/24/2019	0458151262-3-8/28	ELEC	\$261.74
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$1,804.25
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$15.51
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$1,851.33
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$1,112.40
	PACIFIC LIBRARY PARTNERSHIP	32920	9/24/2019	848	PLP MEMBERSHIP FEES 19/20	\$9,641.00
	PACIFIC TRUCK PARTS	32921	9/24/2019	8/31/19	REPAIRS	\$6,051.23
	PAJARO VALLEY FABRICATION INC.	32922	9/24/2019	27229	LABOR	\$24.04
		32922	9/24/2019	27190	REPAIRS	\$11.61
		32922	9/24/2019	27182	REPAIRS	\$22.29
		32922	9/24/2019	27154	LABOR AND SUPPLIES	\$714.48
		32922	9/24/2019	27142	REPAIRS	\$220.00
		32922	9/24/2019	27187	REPAIRS	\$146.61

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0150	PAJARO VALLEY FABRICATION INC.	32922	9/24/2019	27202	REPAIRS	\$117.39
		32922	9/24/2019	27024	SWEEPER REPAIR	\$3,883.37
		32922	9/24/2019	27219	LABOR AND MATERIALS	\$35.72
		32922	9/24/2019	27143	LABOR AND REPAIRS	\$220.00
	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$86.20
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$2,622.33
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$147.71
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$44.80
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$25.87
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$81.55
	PANTHER PROTECTIVE SERVICE	32925	9/24/2019	008/2019RRP	Panther Protective Services_RPFC Rental_008.2019RR	\$475.00
		32925	9/24/2019	009/2019RRP	#009/2019RRP, SECURITY SERVICE CONTRACTED TO OPEN/	\$475.00
		32925	9/24/2019	018/2019ER	Panther Protective Services_RPFC Rental_018.2019ER	\$562.50
		32925	9/24/2019	019/2019ER	#019/2019ER, SECURITY SERVICE CONTRACTED FOR EVENT	\$768.75
	PKT WELDING & FABRICATION	32930	9/24/2019	1240	Repairs to E-4412	\$563.77
	PRAXAIR DISTRIBUTION, INC	32933	9/24/2019	91334970	CYLINDER CHARGES	\$174.54
	PREFERRED TRUCK & EQUIPMENT	32934	9/24/2019	INV00088808	TUBE 1/2 BODY VALVE, TUBE 1/2" FRONT HEAD F5000 FO	\$140.29
	R & K DAIRY	32735	9/11/2019	382161	SUPPLIES	\$261.00
	RAIMI + ASSOCIATES, INC.	32937	9/24/2019	19-3290	DOWNTOWN SPECIFIC PLAN, EIR &	\$14,549.02
	RECORDED BOOKS, INC.	32938	9/24/2019	76511232	STREAMING VIDEO SERVICE	\$546.25
		32938	9/24/2019	SEPTEMBER 3, 2019	BUNDLED PLAN	\$3,382.38
	RECREONICS, INC.	32939	9/24/2019	816603	DELIVERY NOTIFICATION CHARGE	\$25.00
	REMOTE SATELLITE SYSTEMS INT'L	32941	9/24/2019	00102380	Monthly Service Fee	\$146.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$104.02
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$24.57
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$69.34
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$16.38
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$104.02
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$24.57
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$69.35
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$16.38
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$15.87
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$71.66
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.55
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$120.07
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$502.82
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$46.17
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$148.19
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$105.10
		32943	9/24/2019	5057466801	MONTHLY MAINTENANCE FOR NEW COPIERS	\$112.52
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$105.10

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	(\$304.33)
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.55
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.55
	RODRIGUEZ, ROBERT S	32946	9/24/2019	WATS019	RADIO REPAIR	\$500.00
		32946	9/24/2019	WATS021	TEAR DOWN OF COMMUNICATION EQUIPMENT	\$500.00
		32946	9/24/2019	WATS020	VEHICLE MAINTENANCE	\$800.00
	SAFARI SIGNS	32951	9/24/2019	354364	VEHICLE MAINT	\$200.00
	SALUD PARA LA GENTE INC	32736	9/11/2019	SALUD ANNUAL FUNDRAI	MAYOR ESTRADA TICKET FOR SALUD'S FUNDRAISER	\$150.00
	SAN DIEGO POLICE EQUIPMENT CO., INC.	32952	9/24/2019	638642	TRAINING	\$548.34
	SANCHEZ, JESSICA A.	32953	9/24/2019	LIFEGUARD CERTIF	PARKS- LIFEGUARD CERTIFICATION	\$310.00
	SANCHEZ, MATTHEW	32954	9/24/2019	TRVL ON 08/12	FIRE- KME SUBSTATION VISIT, LONG TERM PARKING	\$72.00
	SANDY RIVER MARKETING, INC.	32955	9/24/2019	23311	#23311, STAFF SHIRTS FOR PROGRAMMING MERGE TO PCS	\$397.99
	SANTA CRUZ REGIONAL 9-1-1	32958	9/24/2019	2ND Q FY19/20	JPA AGREEMENT FOR DISPATCH SERVICES	\$4,491.82
		32958	9/24/2019	2ND Q FY19/20	JPA AGREEMENT FOR DISPATCH SERVICES	\$341,466.93
	SAVE MART SUPERMARKET	32737	9/11/2019	8/25/19	SUPPLIES	\$63.76
		32737	9/11/2019	8/25/19	SUPPLIES	\$102.21
	SCORE AMERICAN SOCCER COMPANY, INC.	32960	9/24/2019	6592086	REC SOCCER UNIFORMS	\$1,790.47
		32960	9/24/2019	6592066	REC SOCCER UNIFORMS	\$229.06
	SERVICE PRINTERS	32963	9/24/2019	1721	BUSINESS CARDS	\$278.59
	SHRED-IT USA	32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$66.03
		32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$31.91

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	SHRED-IT USA	32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$72.61
		32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$76.84
	SPECIALTY STORE SERVICES, INC.	32967	9/24/2019	883208	PROCESSING SUPPLIES	\$217.05
	STRYKER SALES CORPORATION	32971	9/24/2019	2756575	First Aid Supplies	\$244.00
	SYNCB/AMAZON	32972	9/24/2019	AMA091819	AUGUST STATEMENT	\$183.25
		32972	9/24/2019	AMA091819	AUGUST STATEMENT	\$24.82
	TAMARA VIDES	33010	9/25/2019	TRVL ON 09/10/19	ADMIN- CAJPA FALL CONFERENCE REIMBURSEMENTS	\$841.92
	TAYLOR'S OFFICE CITY	32973	9/24/2019	08/29/19	SUPPLIES	\$1,004.01
		32973	9/24/2019	08/29/19	SUPPLIES	\$7.92
		32973	9/24/2019	08/29/19	SUPPLIES	\$67.28
		32973	9/24/2019	08/29/19	SUPPLIES	\$78.55
		32973	9/24/2019	08/29/19	SUPPLIES	\$18.11
		32973	9/24/2019	08/29/19	SUPPLIES	\$176.23
		32973	9/24/2019	08/29/19	SUPPLIES	\$160.00
		32973	9/24/2019	08/29/19	SUPPLIES	\$103.59
		32973	9/24/2019	08/29/19	SUPPLIES	\$44.74
	TERRENCE CM FARRELL	32738	9/11/2019	113	TAPAS LIVE MUSIC	\$350.00
	THE HOSE SHOP INC.	32977	9/24/2019	09/04/19	REPAIR PARTS	\$732.77
	THUL, DONALD	32978	9/24/2019	08/19/19 REIMB	WPD- REIMBURSEMENT FOR 08/19/19	\$280.00
	TIREHUB, LLC	32979	9/24/2019	9339828	TIRES	\$925.79
		32979	9/24/2019	9822111	TIRES	\$786.74
		32979	9/24/2019	982206	TIRES	\$306.53
		32979	9/24/2019	9726880	TIRES	\$273.84
		32979	9/24/2019	10008759	TIRES	\$853.16
	TOWNSEND AUTO PARTS	32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$95.02

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TOWNSEND AUTO PARTS	32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$2,659.93
		32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$30.57
	TSI INCORPORATED	32739	9/11/2019	91130024	3 YR CONTRACT	\$2,795.00
	TYLER TECHNOLOGIES, INC.	32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$2,523.00
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$1,109.00
		32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$342.00
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$150.00
	U S BANK CORPORATE PAYMENT SYSTEM	33013	9/25/2019	5815-08/22/19	2 NEW COMPUTERS FOR T.VIDES & N. MANNING	\$2,622.00
		33013	9/25/2019	6703-08/22/19	EMPLOYEE MIXER FOOD	\$125.89
		33013	9/25/2019	6703-08/22/19	EMPLOYEE MIXER SUPPLIES	\$78.20
		33013	9/25/2019	6703-08/22/19	EMPLOYEE MIXER SUPPLIES	\$5.46
		33013	9/25/2019	6703-08/22/19	WATSONVILLE ACADEMY SUPPLIES	\$29.50
		33013	9/25/2019	6703-08/22/19	CENSUS SUPPLIES	\$99.00
		33013	9/25/2019	6703-08/22/19	OFFICE SUPPLIES/ EQUIPMENT	\$64.99
		33013	9/25/2019	6703-08/22/19	CENSUS SUPPLIES	\$20.10
		33013	9/25/2019	6703-08/22/19	COMMISSIONERS GIFTS	\$1,450.43
		33013	9/25/2019	6703-08/22/19	CENSUS POSTCARDS	\$230.92
		33013	9/25/2019	6703-08/22/19	CENSUS SUPPLIES	\$66.48
		33013	9/25/2019	6703-08/22/19	CENSUS SUPPLIES- RETURNED	(\$66.48)
		32772	9/18/2019	4239-08/22/19	ADMIN- OFFICE SUPPLIES	\$65.40
		32772	9/18/2019	4239-08/22/19	M. BERMUDEZ- CALPERS TRAINING	\$449.00
		32772	9/18/2019	4239-08/22/19	M. PIERCE- STAFF TRAINING	\$783.00
		32772	9/18/2019	4239-08/22/19	M. PIERCE- STAFF TRAINING	\$859.03
		32772	9/18/2019	9097-08/22/19	STAFF TRAINING- C. CZERWIN	\$75.00



Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	9097-08/22/19	STAFF TRAINING-L. CALATA	\$75.00
		33013	9/25/2019	5815-08/22/19	WIFI ADAPTER-ACCESSORIE FOR IT	\$27.30
		33013	9/25/2019	5815-08/22/19	MBOX CONVERTER SOFTWARE FOR IT	\$39.00
		33013	9/25/2019	5815-08/22/19	BACKKUP SOFTWARE FOR IT	\$129.00
		33013	9/25/2019	5815-08/22/19	BATTERIES FOR HIRSCH/SECURITY PANELS	\$289.57
		33013	9/25/2019	5815-08/22/19	AMAZON MEMBERSHIP FEE	\$14.19
		33013	9/25/2019	5815-08/22/19	EXTERNAL HARD DRIVE FOR GIS	\$83.57
		32772	9/18/2019	4782-08/22/19	Supplies for Facilities	\$71.55
		33013	9/25/2019	5815-08/22/19	MINI VIDEO ADAPTER FOR CDD	\$15.32
		32772	9/18/2019	9522-08/22/19	MEMBERSHIP RENEWAL	\$250.00
		32772	9/18/2019	9522-08/22/19	MEMBERSHIP	\$160.00
		32772	9/18/2019	9522-08/22/19	MEMBERSHIP RENEWAL	\$295.00
		32772	9/18/2019	9522-08/22/19	STAFF TRAINING- ROB	\$390.00
		32772	9/18/2019	9522-08/22/19	STAFF TRAINING	\$1,365.00
		33013	9/25/2019	5815-08/22/19	HDMI TO VGA CABLE FOR LAPTOP-SUZI	\$9.84
		32772	9/18/2019	4239-08/22/19	CDD- EARPHONES FOR COMPUTER	\$18.98
		32772	9/18/2019	9522-08/22/19	2018 CODE BOOK	\$48.34
		32772	9/18/2019	9522-08/22/19	OFFICE SUPPLIES	\$44.29
		32772	9/18/2019	9522-08/22/19	OFFICE SUPPLIES	\$49.50
		33013	9/25/2019	5815-08/22/19	DP TO DVI CABLES FOR PD DUAL MONITORS	\$98.31
		33013	9/25/2019	6341-08/22/19	LUNCH MEETING	\$64.46

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	9478-07/22/19	MAIL SUPPLIES	\$10.91
		32772	9/18/2019	9478-07/22/19	WYA 19.1 FOOD DISPENSER	\$26.76
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$97.31
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$97.41
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$80.25
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$62.82
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$75.90
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$75.90
		32772	9/18/2019	9478-08/22/19	LUNCH FOR AFSS TRAINING	\$168.39
		32772	9/18/2019	9478-08/22/19	LUNCH FOR WYA 19.1	\$98.53
		32772	9/18/2019	9478-08/22/19	WYA 19.1 GRADUATION	\$45.26
		32772	9/18/2019	9478-08/22/19	WYA 19.1 GRADUATION	\$70.00
		32772	9/18/2019	9478-07/22/19	TABLECLOTH	\$28.38
		32772	9/18/2019	9478-07/22/19	WATER BOTTLES FOR WYA 19.1	\$276.33
		32772	9/18/2019	9478-07/22/19	STRIKE TEAM SUPPLIES STORAGE	\$216.01
		32772	9/18/2019	9478-07/22/19	STRIKE TEAM SUPPLIES STORAGE CONTAINER	\$216.01
		32772	9/18/2019	9478-08/22/19	STRIKE TEAM SUPPLIES STORAGE CONTAINERS	\$216.01
		32772	9/18/2019	9478-08/22/19	CERTIFICATE PAPER/ HOLDERS FOR WYA 19.1	\$38.87
		32772	9/18/2019	9478-07/22/19	FIRE CADET UNIFORMS	\$189.90
		32772	9/18/2019	9478-07/22/19	CLASS A HAT RE-SHIP	\$12.95
		32772	9/18/2019	9478-07/22/19	FIRE CADET UNIFORMS	\$323.97
		32772	9/18/2019	9478-08/22/19	FIRE CADET UNIFORMS	\$116.84
		32772	9/18/2019	9478-08/22/19	FIRE CADET UNIFORMS	\$16.67
		32772	9/18/2019	9478-08/22/19	FIRE CADET UNIFORMS	\$90.74

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	9478-07/22/19	PPE FOR WYA 19.1 (HELMET LINERS)	\$261.94
		32772	9/18/2019	9478-08/22/19	STRIKE TEAM SUPPLIES- WEATHER METERS	\$494.98
		32772	9/18/2019	9478-08/22/19	STRIKE TEAM SUPPLIES- COOLERS	\$503.84
		33013	9/25/2019	8615-08/22/19	ONLINE SERVICES	\$9.95
		33013	9/25/2019	8615-08/22/19	WIRELESS R850 HOTSPOT	\$120.00
		33013	9/25/2019	8615-08/22/19	ONLINE DOMAIN REGISTRATION	\$83.94
		33013	9/25/2019	8615-08/22/19	DISPLAY SUPPLIES	\$417.57
		32772	9/18/2019	4239-08/22/19	LIBRARY- INK FOR PRINTER	\$256.01
		33013	9/25/2019	8615-08/22/19	REGISTRATION FEE	\$470.00
		33013	9/25/2019	5607-08/22/19	CPRS MEMBERSHIP RENEWAL: B.HEISTEIN	\$150.00
		33013	9/25/2019	5815-08/22/19	STRAWBERRY FESTIVAL DOMAIN RENEWAL	\$18.17
		33013	9/25/2019	5607-08/22/19	CPRS MEMBERSHIP RENEWAL: I.TIRADO	\$150.00
		33013	9/25/2019	5607-08/22/19	STRAWBERRY FESTIVAL DUNK TANK RENTAL	\$255.00
		33013	9/25/2019	5607-08/22/19	STRAWBERRY FESTIVAL HAY BALES	\$812.00
		33013	9/25/2019	5607-08/22/19	STRAWBERRY FESTIVAL ICE (200 20LBS BAGS)	\$1,590.63
		33013	9/25/2019	5607-08/22/19	STRAWBERRY FESTIVAL DUNK TANK RENTAL	\$245.00
		33013	9/25/2019	5607-08/22/19	STRAWBERRY FESTIVAL DECORATIONS	\$283.92
		33013	9/25/2019	5607-08/22/19	2 BUBBLE BLOWERS	\$20.75
		33013	9/25/2019	5607-08/22/19	CPRS MEMBERSHIP RENEWAL: N.CALUBAQUIB I.NEGRETE &	\$720.00
		33013	9/25/2019	5607-08/22/19	CPRS DISTRICT 6 DIRECTOR'S ROUNDTABLE MEETING SNAC	\$36.97

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	33013	9/25/2019	5607-08/22/19	DEPARTMENT DECALS	\$37.00
		33013	9/25/2019	6703-08/22/19	OFFICE SUPPLIES/ EQUIPMENT	\$64.99
		33013	9/25/2019	5607-08/22/19	GOLDEN BAY TRAVELERS: ALCATRAZ DAY TOUR ON 8/17/19	\$718.20
		33013	9/25/2019	5607-08/22/19	"CAMP WOW WK.6 FIELD TRIP ""LASER QUEST"" "	\$64.00
		33013	9/25/2019	5607-08/22/19	CPRS MEMBERSHIP RENEWAL: E.BRAGADO	\$150.00
		33013	9/25/2019	5607-08/22/19	CPRS MEMBERSHIP RENEWAL: J.VIVENZI	\$150.00
		33013	9/25/2019	5607-08/22/19	COMP. SOCCER BOYS-2004 TEAM REGISTRATION FALL LEAG	\$150.00
		33013	9/25/2019	5607-08/22/19	DISPOSABLE ICE PACKS FOR SPORTS PROGRAM	\$74.19
		33013	9/25/2019	5607-08/22/19	FIRST AID KIT FOR SOFTBALL FIELD	\$16.38
		33013	9/25/2019	5607-08/22/19	DISSOLVING TAPE FO VESSELS AT PINTO LAKE	\$96.14
	ULINE	32983	9/24/2019	111900472	PROPERTY/EVIDENCE SUPPLIES	\$147.32
		32983	9/24/2019	111907454	PROPERTY/EVIDENCE SUPPLIES	\$49.16
	UNIQUE MANAGEMENT SERVICES, INC.	32984	9/24/2019	557757	COLLECTION AGENCY	\$250.60
	UNITED ROTARY BRUSH CORPORATION	32985	9/24/2019	CI240633	SUPPLIES	\$2,794.81
	UPS STORE	32740	9/11/2019	8/31/19	FINGERPRINTING & FRT	\$385.00
		32740	9/11/2019	8/31/19	FINGERPRINTING & FRT	\$176.20
	VERDE DESIGN, INC.	32988	9/24/2019	08/29/19	Consultant	\$2,000.12
	VICTOR GARCIA	32741	9/11/2019	00010433	TAPAS ON TAP	\$1,000.00
	VISION RECYCLING	32989	9/24/2019	AP-15013	#AP-15013, MULCH FOR DOWNTOWN PLANTERS	\$679.55
	WARRICK, ROBERT B.	32990	9/24/2019	BOOT REIMB	FIRE- FIREFIGHTER BOOT REIMB	\$167.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	WATSONVILLE CADILLAC BUICK GMC	32991	9/24/2019	334986	VEHICLE MAINTENANCE	\$1,332.26
	WATSONVILLE DIESEL PARTS AND SERVICE LLC	32784	9/24/2019	5972	LABOR	\$140.00
		32784	9/24/2019	6066	LABOR	\$515.96
		32784	9/24/2019	6003	LABOR	\$171.69
		32784	9/24/2019	5973	LABOR	\$420.80
	WEX BANK	32773	9/18/2019	61215213	FUEL	\$587.41
	WORK WELL MEDICAL GROUP	32993	9/24/2019	225539	PRE-EMPLOYMENT/DMV PHYSICALS, LAB WORK	\$115.00
		32993	9/24/2019	225539	PRE-EMPLOYMENT/DMV PHYSICALS, LAB WORK	\$120.00
	Fund Total					\$730,655.55
0170	BRINKS INCORPORATED	32801	9/24/2019	10827039	SERVICE 9/1-9/30/19	\$712.12
	Fund Total					\$712.12
0202	CDW GOVERNMENT, INC.	32812	9/24/2019	TWG0945	SOFTWARE FOR K.MURILLO	\$462.91
	CONTINUANT, INC.	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$40.40
	RICOH USA, INC	32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$10.77
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.55
	US BANK	32724	9/11/2019	5376964	ADMIN FEES- INVOICE 5376964	\$1,650.00
	Fund Total					\$2,216.63
0204	ONE TIME VENDOR	32771	9/18/2019	LOAN PAYOFF REFUND	LOAN PAYOFF REFUND	\$306.40
	Fund Total					\$306.40
0205	ADAMS ASHBY GROUP, INC.	32778	9/24/2019	2784	Professional services	\$360.00
		32778	9/24/2019	2819	Professional services related	\$720.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0205	BENCHMARK ENVIRONMENTAL ENGINEERING,	32762	9/18/2019	E19-1416 REISSUE	REISSUE OF INVOICE #E19-1416	\$1,175.00
	Fund Total					\$2,255.00
0221	CDW GOVERNMENT, INC.	32812	9/24/2019	TVF8130	SURFACE PRO & TYPE COVER FOR C.LANDAVERRY	\$1,738.83
		32812	9/24/2019	TVR0030	C. LAVANDERRY SURFACE PRO 4YR WARRANTY	\$279.94
	Fund Total					\$2,018.77
0246	AIR SYSTEMS	32726	9/11/2019	210011130	SERVICE	\$1,312.50
	PACIFIC GAS & ELECTRIC	33006	9/25/2019	0498528361-5-09/17	0498528361-5-09/17 ELEC	\$33,804.53
	Fund Total					\$35,117.03
0260	CALLYO 2009 CORP.	32809	9/24/2019	R11688	Silver Package Pro	\$2,500.00
	CDW GOVERNMENT, INC.	32764	9/18/2019	TVL7830	ADAPTERS FOR PD IPHONES	\$367.63
		32764	9/18/2019	TVK8532	CASES FOR PD IPHONES	\$1,184.44
	LEXIS NEXIS RISK SOLUTIONS FL INC.	32884	9/24/2019	1382615-20190831	LAW ENFORCEMENT DATABASE	\$1,543.50
	MSA SYSTEMS, INC	32769	9/18/2019	SGX14344	24 ZEBRA PRINTERS FOR PD	\$23,153.96
	PRAXAIR DISTRIBUTION, INC	32933	9/24/2019	90253849	SUPPLIES	\$16.16
	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	4239-08/22/19	PAL- TECH MUSEUM CAMINOS TRIP	\$216.00
		32772	9/18/2019	4239-08/22/19	PAL- HAMILTON PLAY CAMINOS TRIP	\$1,510.00
		32772	9/18/2019	4782-08/22/19	Supplies for Science Wkshp	\$638.16
		32772	9/18/2019	4782-08/22/19	Membership for Science Wk	\$24.00
	VERIZON WIRELESS	32774	9/19/2019	9000196958	PD IPHONES & SCREEN PROTECTORS	\$2,662.68

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0260	VERIZON WIRELESS	32774	9/19/2019	9000196904	PD IPHONES & SCREEN PROTECTORS	\$2,509.48
		32774	9/19/2019	9000196904-BAL	IPHONES ANS SCREEN PROTECTORS FOR WPD	\$153.20
	Fund Total					\$36,479.21
0305	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$38.18
		32995	9/25/2019	08/31/19	SUPPLIES	\$14.84
	CALIFORNIA DEPARTMENT OF TRANSPORTATION	32766	9/18/2019	7-FINAL	RETURNING MONIES FOR GRANT RECEIVED	\$10,555.83
	CSG CONSULTANTS, INC	32829	9/24/2019	25918	CONSTRUCTION INSPECTION SERVIC	\$14,675.00
	HARRIS & ASSOCIATES INC.	32862	9/24/2019	42198	DESIGN PROPOSAL FOR RAIL TRAIL	\$3,657.50
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$16.63
	PACIFIC CREST ENGINEEERING, INC.	32913	9/24/2019	7373	PROFESSIONAL SERVICES	\$460.00
		32913	9/24/2019	7236	PROFESSIONAL SERVICES	\$5,625.30
		32913	9/24/2019	6887	PROFESSIONAL SERVICES	\$1,230.63
		32913	9/24/2019	7411	PROFESSIONAL SERVICES	\$2,008.75
		32913	9/24/2019	7304	AIRPORT BLVD IMPROVEMENTS	\$15,385.78
	PACIFIC GAS & ELECTRIC	32919	9/24/2019	1553836670-7-9/6	ELEC	\$48.18
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$266.68
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$39.20
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$104.24
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$7.40
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$1,652.92
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$156.41
		32969	9/24/2019	05024896	ALUMINUM TRAFFIC SIGNS	\$4,303.47
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	32969	9/24/2019	05024887	TYPE II A-CADE 8FT/10FT	\$3,553.36

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	Fund Total					\$63,800.30
0309	CRUZIO/THE INTERNET STORE INC.	32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$99.95
	ELEVATOR SERVICE COMPANY, INC.	32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$400.00
		32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$520.00
		32843	9/24/2019	24606	ON CALL MAINTENANCE/SERVICE FO	\$3,388.44
	ERNESTO'S CLEANING SERVICES	32845	9/24/2019	0828192	Beach St. Parking Garage-Clean	\$1,300.00
	PACIFIC GAS & ELECTRIC	32919	9/24/2019	1553836670-7-9/6	ELEC	\$568.78
	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$564.90
	PANTHER PROTECTIVE SERVICE	32733	9/11/2019	007-2019CG	Patrolling of Beach Street Par	\$2,930.00
		32733	9/11/2019	008-2019CG	Patrolling of Beach Street Par	\$1,986.00
	SENTRY ALARM SYSTEM	32962	9/24/2019	2119096	FIRE ALARM SYSTEM MONITORING	\$177.00
	U S BANK CORPORATE PAYMENT SYSTEM	33013	9/25/2019	6703-08/22/19	PARKING STICKERS	\$17.94
	VENTEK INTERNATIONAL	32987	9/24/2019	118041	MONTHLY FEE- OCTOBER	\$701.20
	Fund Total					\$12,654.21
0310	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$23.13
	ALBERTSONS/SAFEWAY	32783	9/24/2019	138373-9-14-19	SUPPLIES	\$157.69
		32783	9/24/2019	138373-9-14-19	SUPPLIES	\$139.38
	C & N TRACTOR	32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$1,317.27
	CALLYO 2009 CORP.	32809	9/24/2019	R11688	Silver Package Pro	\$490.00
	CHARTER COMMUNICATIONS	32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$204.47
	CRUZIO/THE INTERNET STORE INC.	32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$499.00
	CRW INDUSTRIES, INC.	32828	9/24/2019	5278-4	WPD LOCKER ROOM EXPANSION PROJ	\$121,790.00
	DEFENSE SOLUTIONS GROUP, INC.	32834	9/24/2019	30462770	RANGE SUPPLIES	\$651.62
	JIMMY D. VANHOVE	32872	9/24/2019	INV 157	CANINE TRAINING	\$1,000.00



Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	L N CURTIS & SONS	32877	9/24/2019	INV305291	PPE Boots for Caro	\$471.32
		32877	9/24/2019	INV306279	Uniform Pants	\$634.71
	LOPEZ-ZAMORA, MARILYN	33001	9/25/2019	TRVL ON 10/08/19	WPD- SEX OFFENDER SUPERVISION OFFICER SUMMIT	\$189.00
	MID BAY FORD	33003	9/25/2019	PO20000034	2019 FORD TRANSIT-150 VAN FOR	\$29,836.58
		33003	9/25/2019	BAL- PO 20000034	BALANCE FOR PO-20000034- FORD T150 VAN	\$402.74
	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$74.71
	NELSON HERNANDEZ	33004	9/25/2019	TRVL ON 10/06/19	WPD- ICAC CONFERENCE	\$418.00
	PACIFIC CASCADE CORP	32914	9/24/2019	41937	TRAFFIC BUREAU SUPPLIES	\$45.68
	RUDY RICKEY LOPEZ	33009	9/25/2019	TRVL ON 10/06/19	WPD- ICAC CONFERENCE	\$418.00
	THOMAS SIMS	33011	9/25/2019	TRVL ON 10/08/19	WPD- CANNABIS ENFORCEMENT SUMMIT	\$40.50
	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	9478-07/22/19	WYA 19.1 UNIFORMS	\$382.95
		33013	9/25/2019	6341-08/22/19	TRAVEL HOTEL CHARGE	\$687.71
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$196.60
		33013	9/25/2019	6341-08/22/19	TRAVEL HOTEL CHARGE	\$736.28
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$244.27
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$909.08
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$15.00
		33013	9/25/2019	6341-08/22/19	TRAVEL HOTEL CHARGE	\$687.71
		33013	9/25/2019	6341-08/22/19	TRAVEL HOTEL CHARGE	\$687.71
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$144.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	U S BANK CORPORATE PAYMENT SYSTEM	33013	9/25/2019	6341-08/22/19	TRAVEL HOTEL CHARGE	\$736.28
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$15.00
		33013	9/25/2019	6341-08/22/19	TRAVEL FLIGHT CHARGE	\$127.96
		33013	9/25/2019	6341-08/22/19	PERSONNEL REG CHARGE	\$60.00
		33013	9/25/2019	6341-08/22/19	PERSONNEL REG CHARGE	\$349.00
		33013	9/25/2019	6341-08/22/19	PERSONNEL REG CHARGE	\$1,400.00
		33013	9/25/2019	6341-08/22/19	TRAINING REFUND	(\$279.00)
		33013	9/25/2019	6341-08/22/19	TRAINING REFUND	(\$279.00)
		33013	9/25/2019	6341-08/22/19	SUPPLIES	\$109.59
		32772	9/18/2019	4239-08/22/19	PAL- NATIONAL NIGHT OUT SUPPLIES	\$97.79
		33013	9/25/2019	5607-08/22/19	TOLL EVASION	\$31.00
		32772	9/18/2019	4239-08/22/19	PAL- FIELD TRIP	\$438.32
		32772	9/18/2019	4239-08/22/19	PAL- DAVIS SUPPLIES	\$23.17
		32772	9/18/2019	4239-08/22/19	PAL- DAVIS SUPPLIES	\$106.45
		32772	9/18/2019	4239-08/22/19	PAL- BACK TO SCHOOL EVENT	\$146.32
		32772	9/18/2019	4239-08/22/19	PAL- PROGRAM SUPPLIES	\$32.76
		32772	9/18/2019	4239-08/22/19	PAL- DAVIS SUPPLIES	\$71.80
	ULISES GONZALEZ	33014	9/25/2019	TRVL ON 10/08/19	WPD- SEX OFFENDER SUPERVISION OFFICER SUMMIT	\$189.00

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0310	Fund Total					\$166,871.55
0312	BOWMAN & WILLIAMS, INC.	32800	9/24/2019	13907	CONSULTANT SERVICES WITH SLOUG	\$2,682.50
	CAL-WEST LIGHTING & SIGNAL MAINTENANCE INC.	32807	9/24/2019	190956	INSTALL TRAFFIC SIGNAL BATTERY	\$7,200.00
	E F & S CONCRETE	32840	9/24/2019	19-073	CITYWIDE SIDEWALK REPAIR PROJE	\$10,844.80
	HARRIS & ASSOCIATES INC.	32862	9/24/2019	42281	ENVIRONMENTAL CONSULT SERVICES	\$922.50
	MESITI-MILLER ENGINEERING, INC.	32891	9/24/2019	0819025	Lee Road Trail 30% Design	\$1,308.00
		32891	9/24/2019	0719025	Lee Road Trail 30% Design	\$2,030.88
		32891	9/24/2019	0719026	Lee Road Trail 30% Design	\$1,901.00
	Fund Total					\$26,889.68
0354	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$55.68
	Fund Total					\$55.68
0510	SANTA CRUZ COUNTY BANK	32957	9/24/2019	ACCT 900382500	ENERGY BOND DEBT PAYMENT-ACCT 900382500	\$93,527.52
		32957	9/24/2019	ACCT 900382500	ENERGY BOND DEBT PAYMENT-ACCT 900382500	\$53,286.64
	Fund Total					\$146,814.16
0710	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$181.22
		32995	9/25/2019	08/31/19	SUPPLIES	\$54.99
		32995	9/25/2019	08/31/19	SUPPLIES	\$73.95
		32995	9/25/2019	08/31/19	SUPPLIES	\$132.06
		32995	9/25/2019	08/31/19	SUPPLIES	\$152.88
		32995	9/25/2019	08/31/19	SUPPLIES	\$6.54
	ALBERTSONS/SAFEWAY	32783	9/24/2019	138373-9-14-19	SUPPLIES	\$89.56
	ARRIAGA, JOHN	32787	9/24/2019	8249	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	32790	9/24/2019	AR021082	INVOICE #AR021082 FY 20 LEVELIZED CHARGE OF NAT	\$5,690.00

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0710	BEAR ELECTRICAL SOLUTIONS INC.	32794	9/24/2019	8587	BANNER INSTALLS FOR JUNE 2019	\$560.00
	BERRY, ROBERT	32796	9/24/2019	CERTIFICATION REIMB	PW- ENVIR. CERTIFICATION REIMB	\$111.00
	CHARTER COMMUNICATIONS	32997	9/25/2019	0595074091619	INTERNET CHARGES FOR NATURE CENTER 09/16-10/15/19	\$79.97
	CLAIRE LAUGHLIN CONSULTING	32818	9/24/2019	2019-0830	2019-0830 RECOGNITION CLASS 1	\$2,450.00
	CONTINUANT, INC.	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$579.80
	CRIPPEN, CRISTEL	32881	9/24/2019	11821	INVOICE #11821 MONTHLY PLANT MAINTENANCE AT WATER	\$175.00
	CWEA	32830	9/24/2019	ID#0003520491-PRECIA	COLLECT SYS MAINT GRADE 1	\$89.00
	D&G SANITATION	32831	9/24/2019	265338	PORTABLE TOILET SERVICES	\$223.96
	DC FROST ASSOCIATES INC	32833	9/24/2019	40963	REPLACEMENT OF A CONTROLLOGIX	\$20,404.68
	E & M ELECTRIC & MACHINERY, INC.	32839	9/24/2019	343175	SCADA ANNUAL RENEWAL PREMIUM	\$9,456.00
		32839	9/24/2019	343175	SCADA ANNUAL RENEWAL PREMIUM	\$1,576.00
		32839	9/24/2019	343175	SCADA ANNUAL RENEWAL PREMIUM	\$4,728.00
	ENVIRONMENTAL PRODUCTS & ACCESSORIES LLC	32768	9/18/2019	241206	SWAGE & PARTS	\$2,118.11
	FASTENAL COMPANY	32848	9/24/2019	CAWAT101555	SUPPLIES	\$68.20
		32848	9/24/2019	CAWAT101510	PARTS	\$9.66
		32848	9/24/2019	CAWAT101479	SUPPLIES	\$50.97
	GRAINGER	32856	9/24/2019	9271382674	SUPPLIES	\$36.59
		32856	9/24/2019	9270485197	SUPPLIES	\$109.77
		32856	9/24/2019	9284355600	SUPPLIES	\$116.26
	GRANITE ROCK COMPANY	32857	9/24/2019	1194209	MATERIALS	\$225.03
	GREEN RUBBER-KENNEDY AG	32999	9/25/2019	08/31/19	SUPPLIES	\$27.75
		32999	9/25/2019	08/31/19	SUPPLIES	\$85.58
	GROCERY OUTLET	32859	9/24/2019	09/07/2019	09/07/2019- 300 4722 282 2257	\$5.47

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0710	GURNEE FREEZE-DRI TAXIDERMY	32860	9/24/2019	158474	FREEZE DRY GARTER SMOKE YOUNG MOLE FOR NATURE CENT	\$150.00
	HARRIS & ASSOCIATES INC.	32862	9/24/2019	42247	ENG SERVICES FOR PREP LOCAL HA	\$330.00
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$158.85
		33000	9/25/2019	09/13/19	SUPPLIES	\$89.83
	HUNTER HAWK INC.	32865	9/24/2019	00004124	4 WATER PUMP	\$16,818.49
	HYDROSCIENCE ENGINEERS, INC.	32866	9/24/2019	454002001	SUB BASIN 7 SANITARY SEWER ASS	\$3,330.00
	INTACT PROTECTIVE SERVICES	32867	9/24/2019	7843	INVOICE #7843 SECURITY PATROL FOR THE MONTH OF	\$5,719.50
	JENSEN INSTRUMENT CO. NO. CA., INC.	32870	9/24/2019	20601	REPLACEMENT OF ROSEMONT FLOW M	\$1,487.79
	JERRY ALLISON LANDSCAPING INC.	32871	9/24/2019	083119-24	INVOICE #083119-24 MONTHLY MAINTENANCE AT CLEAR	\$200.00
		32871	9/24/2019	083119-16	INV#083119-16 MAINTENANCE SERVICE ON HOLM RD, HARV	\$97.00
	KIMBALL MIDWEST	32875	9/24/2019	7386754	INVOICE #7386754 MATERIAL FOR WASTEWATER FACILI	\$847.00
	LIEBERT CASSIDY WHITMORE	32885	9/24/2019	1485616	PROF SERVICES	\$2,120.50
	MESITI-MILLER ENGINEERING, INC.	32891	9/24/2019	0819024	ATKINSON LANE STORM DRAIN IMPR	\$2,234.50
	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$236.41
		32895	9/24/2019	08/31/19	SUPPLIES	\$107.83
		32895	9/24/2019	08/31/19	SUPPLIES	\$351.59
		32895	9/24/2019	08/31/19	SUPPLIES	\$101.57
	MUNIQUEP INC.	32770	9/18/2019	104709-BAL	BALANCE ON INV # 104709-TAXES	\$118.40
	OLIN CORPORATION	32908	9/24/2019	2732636	SODIUM HYPOCHLORITE SOLUTION	\$4,611.71
	PACIFIC GAS & ELECTRIC	32918	9/24/2019	9335083043-1-9/4	ELEC	\$2,585.20
	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$88.43
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$93.77
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$13.50

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0710	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$22.34
	PENINSULA PEST MANAGEMENT, INC.	32928	9/24/2019	13400	INVOICE #13400 VERTEBRATE PEST MANAGEMENT (RATS AN	\$125.00
		32928	9/24/2019	13401	INVOICE #13401 APPLICATION OF HERBICIDE TO UNDE	\$230.00
		32928	9/24/2019	13402	INVOICE #13402 INSECTICIDE APPLICATION TO PRIMARY	\$200.00
	POLYDYNE INC.	32932	9/24/2019	1388416	POLYMER	\$5,409.45
	PRAXAIR DISTRIBUTION, INC	32933	9/24/2019	89047624	CREDIT	(\$14.01)
		32933	9/24/2019	90039818	SUPPLIES	\$98.03
		32933	9/24/2019	90130906	CYLINDER RENT	\$247.15
		32933	9/24/2019	90698012	CYLINDER RENT	\$238.26
	QUINTERO, EDGAR	32935	9/24/2019	CWEA CERTIF	PW- CWEA CERTIFICATION REIMBURSEMENT	\$185.00
	RICOH USA, INC	32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$34.02
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$163.68
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$5.10
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.55
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$74.30
		32943	9/24/2019	5057466666	MONTHLY MAINTENANCE FOR NEW COPIERS	\$47.13
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$52.51
	SAN JOSE BOILER WORKS	32723	9/11/2019	7242	BOILER SERVICES AND REPAIRS	\$36,382.63
	SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	32956	9/24/2019	IN0093313	INVOICE #IN0093313 CASE NO: RO0000353	\$72.00
	SAVE MART SUPERMARKET	32737	9/11/2019	8/25/19	SUPPLIES	\$22.07

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	SHAPE, INC.	32964	9/24/2019	126118	INVOICE#126118 PUMP FOR WASTEWATER FACILITY	\$6,836.87
	TAYLOR'S OFFICE CITY	32973	9/24/2019	08/29/19	SUPPLIES	\$113.85
		32973	9/24/2019	08/29/19	SUPPLIES	\$130.98
		32973	9/24/2019	08/29/19	SUPPLIES	\$48.68
		32973	9/24/2019	08/29/19	SUPPLIES	\$372.62
		32973	9/24/2019	08/29/19	SUPPLIES	\$21.29
	THATCHER COMPANY, INC.	32976	9/24/2019	268399	ALUMINUM SULFATE SUPPLY AND DE	\$4,330.16
		32976	9/24/2019	268412	ALUMINUM SULFATE SUPPLY AND DE	\$4,322.67
	TOP TIER GRADING	33012	9/25/2019	1003	SPOT REPAIRS ON W. BEACH ST & LAKE VILLAGE DR	\$10,148.03
	TRINH, WENDY	32981	9/24/2019	REIMB- CWEA & INSPEC	CWEA ASSOC MEMBERSHIP & ENV. COMP. INSP. GR 1	\$188.00
		32981	9/24/2019	REIMB- CWEA & INSPEC	CWEA ASSOC MEMBERSHIP & ENV. COMP. INSP. GR 1	\$75.00
	TYLER TECHNOLOGIES, INC.	32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$771.00
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$339.00
	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	4782-08/22/19	Class for Collections staff	\$150.00
		32772	9/18/2019	4782-08/22/19	Class for Collections staff	\$250.00
		32772	9/18/2019	4782-08/22/19	Supplies for Collections	\$1,320.00
		33013	9/25/2019	5815-08/22/19	MINI VIDEO ADAPTER FOR PW	\$15.32
		33013	9/25/2019	5815-08/22/19	SMARTSHEETS SUBSCRIPTION CARLOS & STEVE P	\$91.68
		32772	9/18/2019	4782-08/22/19	Hotel stay for staff	\$761.31
		32772	9/18/2019	4782-08/22/19	Rental car for staff conference	\$83.47
		32772	9/18/2019	4782-08/22/19	Flight for staff conference	\$107.96

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	4782-08/22/19	Hotel stay for staff	\$475.82
		32772	9/18/2019	4782-08/22/19	Hotel stay for staff	\$138.20
		32772	9/18/2019	4782-08/22/19	Seminar registration for staf	\$185.00
		32772	9/18/2019	4782-08/22/19	Conference registration staff	\$650.00
		32772	9/18/2019	4782-08/22/19	Supplies for Engineering	\$101.33
		32772	9/18/2019	4782-08/22/19	Supplies for Science Wkshp	\$11.93
		32772	9/18/2019	4782-08/22/19	Supplies for Science Wkshp	\$17.98
		32772	9/18/2019	4782-08/22/19	Supplies for Outreach	\$1,350.33
	USA BLUEBOOK	32986	9/24/2019	986714	SUPPLIES	\$5,411.34
		32986	9/24/2019	002915	SUPPLIES	\$3,390.94
		32986	9/24/2019	997519	SUPPLIES	\$42.82
		32986	9/24/2019	986853	SUPPLIES	\$2,981.37
	WATSONVILLE WETLANDS WATCH	32725	9/11/2019	2019.06 CTW	SLOUGH TRAILS RESTORATION AND	\$11,172.00
	WORK WELL MEDICAL GROUP	32993	9/24/2019	225539	PRE-EMPLOYMENT/DMV PHYSICALS, LAB WORK	\$805.00
	Fund Total					\$193,044.03
0720	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$90.08
		32995	9/25/2019	08/31/19	SUPPLIES	\$101.67
		32995	9/25/2019	08/31/19	SUPPLIES	\$286.95
	AGILIS SYSTEMS, LLC	32780	9/24/2019	2105418	INV#2105418 CUSTOMER SERVICE LINXUP TRACKING SERVI	\$160.93
	ARRIAGA, JOHN	32787	9/24/2019	8249	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$3,190.00



Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	C & N TRACTOR	32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$447.65
	CAROLLO ENGINEERS, INC.	32811	9/24/2019	0179359	WATER SYSTEM MASTER PLAN	\$39,580.99
		32811	9/24/2019	0179286	HEXAVALENT CHROMIUM TREATMENT	\$23,956.00
	CELESTE LUIS	32813	9/24/2019	04255	2 QUALIFYING TOILETS REBATE @ 510 EAST BEACH ST AC	\$200.00
	CENTRAL COAST LANDSCAPE & MAINTENANCE	32815	9/24/2019	20278	LANDSCAPE MAINTENANCE- SEPTEMBER	\$627.00
	CHARTER COMMUNICATIONS	32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$29.42
		32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$87.95
		32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$133.43
		32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$29.41
		32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$29.41
	CHEVROLET OF WATSONVILLE	32817	9/24/2019	00973629	UTILITY TRUCK PURCHASE	\$59,850.00
	CONTINUANT, INC.	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$701.01
	CRUZIO/THE INTERNET STORE INC.	32827	9/24/2019	B24704-324	DSL FOR REMOTE SITES FROM 10/01/19-10/31/19	\$99.95
	D&G SANITATION	32831	9/24/2019	265339	PORTABLE TOILET SERVICES	\$163.88
		32831	9/24/2019	265340	PORTABLE TOILET SERVICES	\$25.00
		32831	9/24/2019	265341	PORTABLE TOILET SERVICES	\$25.00
		32831	9/24/2019	265342	PORTABLE TOILET SERVICES	\$25.00
		32831	9/24/2019	265344	PORTABLE TOILET SERVICES	\$25.00
		32831	9/24/2019	265343	PORTABLE TOILET SERVICES	\$50.00
		32831	9/24/2019	265345	PORTABLE TOILET SERVICES	\$25.00
	DIXON & SONS TIRES INC.	32767	9/18/2019	08/29/19	PARTS AND REPAIRS	\$996.35
	E & M ELECTRIC & MACHINERY, INC.	32839	9/24/2019	343175	SCADA ANNUAL RENEWAL PREMIUM	\$9,620.00
	EDDIE ROCHA	32841	9/24/2019	36606	1 QUALIFYING TOILET REBATE @ 66 LINCOLN ST ACCT#36	\$100.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	EPICO SYSTEMS INC.	32844	9/24/2019	25976	FIBER OPTICS MAINTENANCE CONTR	\$6,146.00
	FASTENAL COMPANY	32848	9/24/2019	CAWAT101485	SUPPLIES	\$53.38
		32848	9/24/2019	CAWAT101509	SUPPLIES	\$3,208.80
		32848	9/24/2019	CAWAT101716	SUPPLIES	\$278.33
	GRAINGER	32856	9/24/2019	9282648550	SUPPLIES	\$88.36
		32856	9/24/2019	9290724807	SUPPLIES	\$629.30
		32856	9/24/2019	9284798007	CREDIT MEMO 9284798007	(\$485.27)
	GRANITE ROCK COMPANY	32857	9/24/2019	8/31/19	BUILDING MATERIALS AND SERVICE	\$39,468.86
	GREEN RUBBER-KENNEDY AG	32999	9/25/2019	08/31/19	SUPPLIES	\$7.57
		32999	9/25/2019	08/31/19	SUPPLIES	\$33.83
		32999	9/25/2019	08/31/19	SUPPLIES	\$4.12
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$98.33
		33000	9/25/2019	09/13/19	SUPPLIES	\$14.81
		33000	9/25/2019	09/13/19	SUPPLIES	\$117.83
		33000	9/25/2019	09/13/19	SUPPLIES	\$574.89
	JERRY ALLISON LANDSCAPING INC.	32871	9/24/2019	083119-16	INV#083119-16 MAINTENANCE SERVICE ON HOLM RD, HARV	\$97.00
		32871	9/24/2019	083119-16	INV#083119-16 MAINTENANCE SERVICE ON HOLM RD, HARV	\$581.00
	LARGE'S METAL FABRICATION, INC	32878	9/24/2019	121911	BEAM	\$77.20
	LAYER 1 NETWORKS INC.	32879	9/24/2019	22345	NETWORK INSTALL AT MSC SHOP AREA	\$2,595.78
	MICHELLE BURHANS	32892	9/24/2019	23017	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$107.83
		32895	9/24/2019	08/31/19	SUPPLIES	\$24.23
	MONTEREY BAY WATER WORKS ASSOCIATION	32732	9/11/2019	TRAINING 09/12/19	WATER SERVICES STAFF TRAINING ON 09/12/19	\$560.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	MORALES, JAVIER	32900	9/24/2019	09/13/19- CERTIF	CERTIFICATION REIMB & WATER BOARDS GRADE D2 REIMB	\$65.00
		32900	9/24/2019	09/13/19- CERTIF	CERTIFICATION REIMB & WATER BOARDS GRADE D2 REIMB	\$80.00
	PACIFIC GAS & ELECTRIC	32917	9/24/2019	4850440932-6-9/11	ELEC	\$1,340.16
		32919	9/24/2019	1553836670-7-9/6	ELEC	\$20.89
	PAPE MACHINERY, INC	32926	9/24/2019	1833522	INV#1833522 WATER SERVICE REPAIR ON JD 444H SERIAL	\$890.35
		32926	9/24/2019	1833527	INV#1833527 WATER SERVICE REPAIR ON JD 444K SERIAL	\$190.91
	POLLARDWATER.COM	32931	9/24/2019	0147360	INV#0147360 1-1/2 MTR NUT WRCH & 3/4-2 MTR COUP WR	\$594.88
		32931	9/24/2019	0148442	INV#0148442 GEOPHONE & HEADSET ASSY	\$460.71
	PRAXAIR DISTRIBUTION, INC	32933	9/24/2019	91321367	CYLINDER RENT	\$35.65
		32933	9/24/2019	91709629	CARBON DIOXIDE	\$30.15
	R & B COMPANY-SALINAS	32936	9/24/2019	S1860278.001	INV#S1860278.001 COMB DRILL & TAP B-101/MUE COMP X	\$1,070.63
	RICOH USA, INC	32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$34.03
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$163.68
		32943	9/24/2019	5057466374	MONTHLY MAINTENANCE FOR NEW COPIERS	\$14.17
		32943	9/24/2019	5057436289	MONTHLY MAINTENANCE FOR COPIERS	\$558.33
	ROTO-ROOTER	32947	9/24/2019	19321082096	INV#19321082096 FILTER PLANT CLEAR MAIN SEWER PIPE	\$1,400.00
	RUBEN ESCOBAR	32948	9/24/2019	BOOT REIMB 19/20	PW- BOOT REIMBURSEMENT	\$158.40
	RUBEN ZAMORA	32949	9/24/2019	27707	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	SAUL CHAVEZ	32959	9/24/2019	REIMB- EXAMS	PW- CA STATE WATER EXAM AND RESOURCES CONTROL	\$100.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	SECURITY SHORING AND STEEL PLATES INC.	32961	9/24/2019	154049B	INV#154049B LIFTING EYE & 5X10 STEEL PLATE FOR PRO	\$153.00
		32961	9/24/2019	153888C	INV#153888C 6X10 STEEL PLATE AT PENNSYLVANIA	\$1,944.00
		32961	9/24/2019	154370	INV#154370 6X10 STEEL PLATE AT CENTER & BECK	\$648.00
		32961	9/24/2019	153900C	INV#153900C 8X12 STEEL PLATE AT GREEN VALLEY RD 9/	\$153.00
		32961	9/24/2019	154360	INV#154360 6X10 STEEL PLATE DELIVERED ON 8-1-2019	\$1,130.00
	SHRED-IT USA	32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$31.91
		32965	9/24/2019	8128028691	MONTHLY SERVICE FEE	\$31.92
	TAYLOR'S OFFICE CITY	32973	9/24/2019	08/29/19	SUPPLIES	\$113.85
		32973	9/24/2019	08/29/19	SUPPLIES	\$130.98
		32973	9/24/2019	08/29/19	SUPPLIES	\$72.73
		32973	9/24/2019	08/29/19	SUPPLIES	\$38.66
		32973	9/24/2019	08/29/19	SUPPLIES	\$58.00
		32973	9/24/2019	08/29/19	SUPPLIES	\$281.54
		32973	9/24/2019	08/29/19	SUPPLIES	\$196.15
	TOWNSEND AUTO PARTS	32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$30.46
	TYLER TECHNOLOGIES, INC.	32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$887.58
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$391.00
	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	9464-08/22/19	CUSTOMER SERVICE- FRONT OFFICE HEAD SET	\$833.54
		32772	9/18/2019	4782-08/22/19	Membership renewal for staff	\$192.00
	UPS STORE	32740	9/11/2019	8/31/19	FINGERPRINTING & FRT	\$111.24
	Fund Total					\$210,401.76
0730	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$25.11
		32995	9/25/2019	08/31/19	SUPPLIES	\$8.70

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$46.96
		32995	9/25/2019	08/31/19	SUPPLIES	\$19.08
	ASCENT AVIATION GROUP, INC.	32789	9/24/2019	S012816	TAS SOFTWARE	\$475.00
		32761	9/18/2019	632946	FUEL CONTRACT	\$31,440.79
		32761	9/18/2019	628945	FUEL CONTRACT	\$30,199.76
		32761	9/18/2019	627806	FUEL CONTRACT	\$17,211.47
		32761	9/18/2019	632945	FUEL CONTRACT	\$17,795.31
		32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$2,155.29
	CHARTER COMMUNICATIONS	32765	9/18/2019	0002463090519	SERVICES- TV, INTERNET	\$158.33
	CONTINUANT, INC.	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$40.40
	ELEVATOR SERVICE COMPANY, INC.	32843	9/24/2019	24817	ON CALL MAINTENANCE/SERVICE FO	\$200.00
	FIRST SECURITY SERVICES	32851	9/24/2019	IN-0017143	MONTHLY VEHICLE FOOT PATROL 9/4/2019	\$714.03
	FLIGHT LIGHT INC	32852	9/24/2019	0068800-IN	RUNWAY AND TAXIWAY LIGHT COVERS AND BASE PLATES AN	\$2,720.04
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$587.43
		33000	9/25/2019	09/13/19	SUPPLIES	\$194.86
		33000	9/25/2019	09/13/19	SUPPLIES	\$405.25
		33000	9/25/2019	09/13/19	SUPPLIES	\$223.67
	LOMBERA, PABLO	32886	9/24/2019	1267	BATHROOM AND LOBBY CLEANING SERVICE	\$1,200.00
	MARK ROOD COMPANY	32890	9/24/2019	2496	WATSONVILLE AIRPORT CENTER PAR	\$111,600.00
	MID VALLEY SUPPLY	32895	9/24/2019	08/31/19	SUPPLIES	\$338.06
		32895	9/24/2019	08/31/19	SUPPLIES	\$584.84
	NAPA AUTO PARTS	32902	9/24/2019	093459	SUPPLIES	\$19.99
		32902	9/24/2019	092818	PARTS	\$134.90

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	PACIFIC GAS & ELECTRIC	33005	9/25/2019	6558284005-7-09/13	6558284005-7-09/13 GAS & ELEC	\$73.25
	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$3.59
	PAJARO VALLEY PRINTING	32924	9/24/2019	39139	MAILING ENVELOPES WITH AIRPORT LOGO	\$223.96
	PASILLAS TIRE SERVICE, INC.	32927	9/24/2019	35332	TIRE SERVICE	\$44.00
	RICOH USA, INC	32943	9/24/2019	5057466440	MONTHLY MAINTENANCE FOR NEW COPIERS	\$64.47
	ROBINSON, MITCHELL	32944	9/24/2019	2621	WASH RACK SIGNAGE AND NO AIRCRAFT WASHING HERE SIG	\$453.39
	SOTELO, JOSE	32966	9/24/2019	BOOT REIMB 19/20	AIRPORT- BOOT REIMB AND RESOLE	\$230.00
	STATE STEEL	32968	9/24/2019	125806	PLATES FOR AIRPORT	\$973.97
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	32969	9/24/2019	05023534	F.I.T.S RENTAL	\$1,172.50
	TYLER TECHNOLOGIES, INC.	32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$580.00
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$255.00
	Fund Total					\$222,573.40
0740	ACE HARDWARE	32995	9/25/2019	08/31/19	SUPPLIES	\$20.06
		32995	9/25/2019	08/31/19	SUPPLIES	\$940.14
		32995	9/25/2019	08/31/19	SUPPLIES	\$163.42
		32995	9/25/2019	08/31/19	SUPPLIES	\$41.67
		32995	9/25/2019	08/31/19	SUPPLIES	\$488.37
		32995	9/25/2019	08/31/19	SUPPLIES	\$231.48
	AIR UNLIMITED	32781	9/24/2019	280318	INV#280318 PROPANE	\$62.27
		32781	9/24/2019	278360	PROPANE GAS	\$60.80
		32781	9/24/2019	278374	INV#278374 PROPANE	\$34.39
	ARRIAGA, JOHN	32787	9/24/2019	8249	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASBURY ENVIRONMENTAL SERVICES	32788	9/24/2019	I500-00478525	USED OIL SERVICE CHARGE	\$65.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	ASSOCIATION OF BAY AREA GOVERNMENTS	32790	9/24/2019	AR021081	FY 20 LEVELIZED CHARGE	\$217.50
	BENJAMIN LENGUILLON	32795	9/24/2019	9/11/19	PW-SAFETY BOOTS	\$109.26
	BILL FANNIN FENCING	32797	9/24/2019	AUGUST 27, 2019	HARVEST:EMPLOYEE PARKING LOT GATE 8/21/19 INSTALLE	\$763.00
	C & N TRACTOR	32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$941.20
		32804	9/24/2019	08/29/19	SUPPLIES AND MAINTENANCE	\$181.06
	CAMPOS BROS. RECOVERY, INC.	32810	9/24/2019	11242	INV#11242 APPLIANCE RECYCLER ON 8-27-2019	\$390.00
		32810	9/24/2019	11262	INV#11262 APPLIANCE RECYCLE 9-10-2019	\$379.00
	CONTINUANT, INC.	32822	9/24/2019	SI-0000003065	MANAGED SERVICES AGREEMENT FROM 10/01/19-10/31/19	\$579.82
	EL PAJARO COMMUNITY DEV CORP	32842	9/24/2019	1915	INV#1915 PLAZA VIGIL GARBAGE COMPACTING AUGUST 201	\$473.00
		32842	9/24/2019	1888-JULY 2019	INV#1888 PLAZA VIGIL GARBAGE SERVICE FOR JULY 2019	\$473.00
	FASTENAL COMPANY	32848	9/24/2019	CAWAT101564	SUPPLIES	\$1,277.91
		32848	9/24/2019	CAWAT101679	SUPPLIES	\$629.66
		32848	9/24/2019	CAWAT101796	SUPPLIES	\$20.16
		32848	9/24/2019	CAWAT101722	SUPPLIES	\$80.39
		32848	9/24/2019	CAWAT101762	SUPPLIES	\$104.73
	GRANITE ROCK COMPANY	32857	9/24/2019	1194143	INV#1194143 DRAIN ROCK & CLASS 2 AGG BASE FOR 290	\$1,891.11
	GREEN LINE	32858	9/24/2019	13626853	TRUCK SERVICE	\$880.00
	GREEN RUBBER-KENNEDY AG	32999	9/25/2019	08/31/19	SUPPLIES	\$40.90
		32999	9/25/2019	08/31/19	SUPPLIES	\$235.08
		32999	9/25/2019	08/31/19	SUPPLIES	\$57.31
	HOME DEPOT CREDIT SERVICES	33000	9/25/2019	09/13/19	SUPPLIES	\$218.77
		33000	9/25/2019	09/13/19	SUPPLIES	\$138.56

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	LDA PARTNERS, INC.	32880	9/24/2019	#3/731-01-18	MASTERPLAN FOR REDEVELOPMENT/IM	\$74,530.53
	LOPEZ, OSCAR	32887	9/24/2019	BOOT REIMB	WATER- STEEL TOED BOOT REIMB	\$191.18
	MONTEREY REGIONAL WASTE	32899	9/24/2019	SCALES_AUG19_011	SOLID WASTE DISPOSAL AGREEMENT	\$141,630.87
	MORENO, JOHN	32901	9/24/2019	9/12/19	PW SAFETY BOOTS	\$152.59
	PAJARO VALLEY FABRICATION INC.	32922	9/24/2019	27137	LABOR AND REPAIRS	\$2,673.15
		32922	9/24/2019	27207	LABOR AND REPAIRS	\$2,291.14
		32922	9/24/2019	27217	LABOR AND REPAIRS	\$1,601.14
		32922	9/24/2019	27210	LABOR AND REPAIRS	\$2,673.15
		32922	9/24/2019	27138	LABOR	\$2,673.15
		32922	9/24/2019	27206	LABOR AND REPAIRS	\$54.94
		32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$133.98
	PAJARO VALLEY LOCK SHOP	32923	9/24/2019	8/31/19	SERVICE, PARTS AND SUPPLIES	\$42.19
		32924	9/24/2019	39116	DRIVERS VEHICLE INSPECTION REPORT FORMS	\$289.51
	PERALTA, HILDA	32929	9/24/2019	TRVL ON 08/10	PW-CA RESOURCE RECOVERY ASSOCIATION REIMB	\$175.81
	PKT WELDING & FABRICATION	32930	9/24/2019	1357	INV#1357 REPAIR TO 3 CONTAINER TO BOB HAYES APARTM	\$40.00
		32930	9/24/2019	1375	INV#1375 MANUFACTURE FIRE EXTINGUISHER STAND	\$392.68
	PRAXAIR DISTRIBUTION, INC	33007	9/25/2019	90906857	SUPPLIES	\$17.24
	REHRIG PACIFIC COMPANY	32940	9/24/2019	50044964	INV#50044964 WHEEL SNAP ON & LIDS	\$8,815.71
	RETAIL MARKETING SERVICES, INC.	32942	9/24/2019	174537	INV#174537 38 CART SERVICE FOR THE MONTH OF JULY 2	\$300.00
		32942	9/24/2019	174865	INV#174865 36 CART SERVICE FOR THE MONTH OF AUGUST	\$650.00
	ROCHA, DANIEL	32945	9/24/2019	BOOT REIMB	WASTE WATER- BOOT REIMBURSEMENT	\$200.00



Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	S. MARTINELLI & COMPANY	32950	9/24/2019	1800000085	INV#1800000085 SCALE USAGE FOR MONTH OF JULY 2019	\$176.00
	SAVE MART SUPERMARKET	32737	9/11/2019	8/25/19	SUPPLIES	\$53.93
	STERICYCLE ENVIRONMENTAL SOLUTIONS INC.	32970	9/24/2019	04002586731	HOUSEHOLD HAZARDOUS WASTE COLL	\$8,580.26
	TAYLOR'S OFFICE CITY	32973	9/24/2019	08/29/19	SUPPLIES	\$454.58
	TENNANT SALES AND SERVICE COMPANY	32974	9/24/2019	916508000	INV#916508000 CASTER ASSY, SWIVEL, NEO, KNOB ASSY,	\$105.43
	TERRA X PEST SERVICE, INC.	32975	9/24/2019	32551	INV#32551 JUNE 2019 PEST SERVICE	\$126.00
	TOWNSEND AUTO PARTS	32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$147.32
		32980	9/24/2019	09/03/19	PARTS AND SUPPLIES	\$177.59
	TYLER TECHNOLOGIES, INC.	32982	9/24/2019	045-275425	LICENSING, IMPLEMENT, MAINT. M	\$696.00
		32982	9/24/2019	045-275144	LICENSING, IMPLEMENT, MAINT. M	\$306.00
	U S BANK CORPORATE PAYMENT SYSTEM	32772	9/18/2019	4782-08/22/19	Meal for staff conference	\$54.35
		32772	9/18/2019	4782-08/22/19	Hotel stay for staff	\$343.15
		32772	9/18/2019	9464-08/22/19	SW MONTHLY STAFF SAFETY MEETING	\$139.35
		32772	9/18/2019	9464-08/22/19	SW MONTHLY STAFF SAFETY MEETING	\$190.04
		32772	9/18/2019	4782-08/22/19	Membership renewal for staff	\$125.00
		32772	9/18/2019	9464-08/22/19	SHOP SW VEHICLE REPAIR	\$232.48
	WATSONVILLE WETLANDS WATCH	32725	9/11/2019	2019.06 CTW ENC	Trails System Encampment Deter	\$9,410.50
	WEBER, HAYES AND ASSOCIATES, INC	32992	9/24/2019	12370	INV#12370 FEES FOR HHW WORK DONE TO BE IN COMPLIAN	\$19,989.01
	Fund Total					\$293,649.97
0780	LWP CLAIMS SOLUTIONS INC	32888	9/24/2019	18018	CLAIMS ADMINISTRATION - SEPTEMBER 2019, ANNUAL ADM	\$20,743.00
	Fund Total					\$20,743.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0787	MES VISION	32731	9/11/2019	08/31/19	CLAIMS- CHECK RUN 08/31/19	\$2,935.82
		33002	9/25/2019	09/15/19	CLAIMS- CHECK RUN 09/15/19	\$2,154.06
	PREFERRED BENEFIT	32734	9/11/2019	EIA29854	CLAIMS-WEEK ENDING 09/05/19	\$5,100.25
		33008	9/25/2019	EIA29894	INV EIA29894- CLAIMS FOR WEEK ENDING 09/19/19	\$12,033.36
		33008	9/25/2019	EIA29874	INV EIA29874- CLAIMS FOR WEEK ENDING 09/12/19	\$6,749.64
	WORKTERRA	32994	9/24/2019	WAT1019	HEALTH BENEFITS FOR OCT 2019	\$615,224.88
	Fund Total					\$644,198.01
0789	EPICO SYSTEMS INC.	32998	9/25/2019	25964	LABOR AND MATERIAL FOR 12 STRAND FIBER	\$3,850.00
	Fund Total					\$3,850.00
Total	Total					\$4,204,845.06



## **MISCELLANEOUS DOCUMENTS REPORT** **OCTOBER 8, 2019**

### **1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES**

--Lalo's Liquors  
September 27, 2019

--Vikhar Gas  
September 20, 2019

### **2.0 PROCLAMATIONS**

--Alladin Nursery & Gift Shop  
100<sup>th</sup> Anniversary  
September 28, 2019

--Silvia Prevedelli  
Agricultural Woman of the Year  
September 20, 2019

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (5-99)

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

File Number: 611423  
Receipt Number: 2601701  
Geographical Code: 4403  
Copies Mailed Date: September 27, 2019  
Issued Date:

Received  
Watsonville  
City Clerk

DISTRICT SERVING LOCATION: SALINASFirst Owner: CASILLAS-CERVANTES, EDUARDOOCT 3 '19 AM 9:05Name of Business: LALO'S LIQUORSLocation of Business: 338 E RIVERSIDE DR  
WATSONVILLE, CA 95076County: SANTA CRUZIs Premises inside city limits? YesCensus Tract: 1103.00Mailing Address: (If different  
from  
premises address)Type of license(s): 21Dropping Partner: Yes ☐ No ☒Transferor's license name: 174568 / GONG, JAMES

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	09/27/19	\$1,250.00
Application Fee	STATE FINGERPRINTS	NA	1	09/27/19	\$39.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	09/27/19	\$24.00
21 - Off-Sale General	ANNUAL FEE	NA	0	09/27/19	\$670.00
Total					\$1,983.00

Have you ever been convicted of a felony? NoHave you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the  
Department pertaining to the Act? NoSTATE OF CALIFORNIA County of SANTA CRUZDate: September 27, 2019

Applicant Name(s)

CASILLAS-CERVANTES, EDUARDO

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

ABC 211 (6/99)

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

File Number: 610646  
Receipt Number: 2599431 SEP 23 '19 PM 4:12  
Geographical Code: 4403  
Copies Mailed Date: September 20, 2019  
Issued Date:

Received  
Watsonville  
City Clerk

DISTRICT SERVING LOCATION: SALINAS

First Owner: SANDHU, ATAM PARKASH SINGH

Name of Business: VIKHAR GAS

Location of Business: 676 E LAKE AVE  
WATSONVILLE, CA 95076

County: SANTA CRUZ

Is Premises inside city limits? Yes Census Tract: 1101.00

Mailing Address: (If different  
from  
premises address) 1800 SILVERWINGS CT  
MORGAN HILL, CA 95037Type of license(s): 20 Dropping Partner: Yes No ☒

Transferor's license/name: 548161 / MAGANA, RICARDO

License Type	Transaction Type	Master	Secondary LT And Count		
20 - Off-Sale Beer And Wine	PER	Y			
License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	PERSON TO PERSON TRF	NA	0	09/20/19	\$335.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	09/20/19	\$296.00
Total					\$631.00

Have you ever been convicted of a felony? No

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

STATE OF CALIFORNIA County of SANTA CRUZ

Date: September 20, 2019

Applicant Name(s)

SANDHU, ATAM PARKASH SINGH





# *P r o c l a m a t i o n*

## *Alladin Nursery and Gift Shop*

### *100<sup>th</sup> Anniversary*

### *September 28, 2019*

- WHEREAS,** Alladin Nursery was founded in 1919 by Niels Peter Jensen of Denmark in the same area as it stands today, historically known as the Five Mile House; and
- WHEREAS,** in 1946, Ben and Dorothy Roth purchased the nursery and grew wholesale bedding plants for coastal nurseries while maintaining the retail aspect; their children Eldon, Leslie and Doreen played and helped from a young age; and
- WHEREAS,** in 1970, brothers Eldy and Les were entrusted to continue the business and did so with the support of their wives, Susan and Joyce, and brother-in-law Manuel, focusing on retail services, including floral and landscape design, and the gift shop; and
- WHEREAS,** in 2005, Gustavo Beyer fulfilled his dream of owning his own nursery by acquiring Alladin with the encouragement of his wife Dorotea and their four children and began offering gardening classed and other community events throughout the year; and
- WHEREAS,** the family-owned business survived a fire in 1969, a flooding in 1982, a severe drought in 1987, an earthquake in 1989, an economic recession in 2008 and a state-wide drought in 2012 with the enduring love and loyalty of its customers; and
- WHEREAS,** Alladin Nursery and Gift Shop takes pride in supporting the community and shows its gratitude by donating to local schools and non-profit organizations, hosting fundraisers and connecting with other small businesses;

**NOW, THEREFORE,** I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate Alladin Nursery and Gift Shop on its 100<sup>th</sup> anniversary and devoted service to the community with best wishes for continued success.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 28<sup>th</sup> day of September, two thousand and nineteen.

**Francisco Estrada, Mayor**



**WATSONVILLE, CALIFORNIA**



# *P r o c l a m a t i o n*

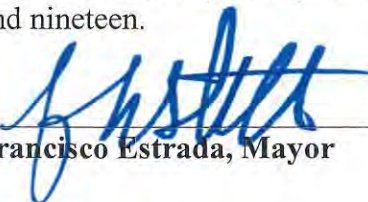
## *Silvia Prevedelli* *Agricultural Woman of the Year* *September 20, 2019*

- WHEREAS,** Silvia Prevedelli first came to America from Italy in 1966 and became involved with farming through her husband, Frank Prevedelli; and
- WHEREAS,** as a farmer, Silvia decided she wanted to get back to using the “natural” farming practiced in her native Italy when she began utilizing organic techniques, turning an ordinary farm into a successful organic family farm; and
- WHEREAS,** in 2016, Silva was awarded “Farmer of the Year” by the Santa Cruz County Farm Bureau; and
- WHEREAS,** Silvia is committed to giving back to the community and has served on various boards including the Santa Cruz County Farm Bureau, the State of California Department of Food and Agriculture-Certified Farmers Market Advisory Committee and has been involved in the Watsonville High School PTE club just to name a few; and
- WHEREAS,** Silvia is currently working on a project that will try and address a balance diet with education and outreach and is committed to making sure that agriculture in California will be around for future generations;

**NOW, THEREFORE,** I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate **Silvia Prevedelli** on receiving the Grower-Shipper Association Foundation’s Ag Against Hunger, “2019 Agricultural Woman of the Year” award and commend her for her outstanding achievements, dedication to the community and wish her much success in all her future endeavors.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 6th day of September 20<sup>th</sup>, two thousand and nineteen.

  
Francisco Estrada, Mayor

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WATSONVILLE, CALIFORNIA





## MINUTES REGULAR CITY COUNCIL MEETING

August 27, 2019

City of Watsonville  
Council Chambers  
275 Main Street, Top Floor

**5:00 p.m.**

### 1. CLOSED SESSION

(City Council Conference Room, 275 Main Street, 4th Floor)

- (a) Public Comments regarding the Closed Session agenda were accepted by the City Council at that time.
- (b) Closed Session Announcement  
The City Council recessed the regular Council Meeting to discuss those items listed on the Closed Session Statement attached to the Agenda.

### 1.A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code § 54956.8)

- 1. Property: Parking lot at 535 Main Street (APN: 018-231-37)  
Negotiating parties: Matthew Huffaker (City)  
Ow Commercial for George Ow Jr.  
Under Negotiation: Price and terms of payment

### 1.B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Government Code Section 54956.9)

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

- 1. Name of case: Watsonville Pilots Association, Friends of Buena Vista v. City of Watsonville et al [filed 2013 re: amended 2030 GP] — Santa Cruz County Superior Court (Case No. CV176416)
- 2. Name of case: Marianne Perhach v City of Watsonville, et al. - Santa Cruz County Superior Court (Case No. 19CV02198)

### 1.C. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

- 1. Agency negotiator: Nathalie Manning and Matt Huffaker  
Employee organization: IAFF Local 1272 (Fire)

**6:30 p.m.**

### 2. INFORMATION ITEMS—Written Report(s) Only



**2.A. REPORT OF DISBURSEMENTS**

**2.B. MISCELLANEOUS DOCUMENTS REPORT**

**3. ROLL CALL**

Mayor Estrada, Mayor Pro Tempore Garcia and Council Members Coffman-Gomez, González, Hernandez, Hurst, and Parker were present.

Staff members present were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Public Works & Utilities Director Palmisano, Police Chief Honda, Fire Chief Lopez, Administrative Services Director Czerwin, Community Development Director Merriam, Library Director Heitzig, Parks & Community Services Director Calubaquib, Deputy City Managers Vides and Manning, Assistant Police Chief Sims, Housing Manager Landaverry, Principal Planner Meek, Recreation Superintendent Negrete, Administrative Analyst Ibarra, and Interpreter Vázquez-Quintero.

**4. PLEDGE OF ALLEGIANCE**

**5. PRESENTATIONS & ORAL COMMUNICATIONS**

**5.A. ORAL COMMUNICATIONS FROM THE PUBLIC**

Steve Trujillo, District 7 resident, commended the Register Pajaronian for an article thanking City litter collection crews. He commended staff for graffiti abatement. He asked Council to create more affordable housing in an effort to deter homeless encampments.

Member Gonzalez asked residents not to place furniture for donations and other home goods on the streets as they would end up in the sloughs.

Roseanne Farris, Watsonville Community Hospital nurse, thanked Council for their support and participation in the town hall meeting. She asked Council Member Coffman-Gomez to thank Pájaro Valley Health Trust for utilizing their right of first refusal in regards to the purchase of Watsonville Community Hospital.

Brando Sencion, program coordinator at Santa Cruz Community Ventures, spoke about services offered at his organization. He spoke about issues predatory lending in Watsonville had on the community and invited the public to attend a meeting regarding predatory lending at the Civic Community Plaza Community Room.

Maria Elena de la Garza, executive director at Community Action Board (CAB) of Santa Cruz County, thanked Member Coffman-Gomez for her service to CAB.

**5.B. MAYOR'S PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF WATSONVILLE AND HONORING JACOB'S HEART CHILDREN'S CANCER SUPPORT SERVICES FOR 21 YEARS OF OUTSTANDING SUPPORT TO OUR COMMUNITY**

**5.C. PRESENTATION BY ALIANZA DEL VALLE PÁJARO MEMBERS REGARDING THEIR FIESTAS PATRIAS PROJECT**

**5.D. REPORT OUT OF CLOSED SESSION**

City Attorney Smith reported that Council received reports on all items listed on the Closed Session Agenda, but took no action.

## 6. CONSENT AGENDA

### **Public Input on any Consent Agenda Item**

Earl Labough spoke in support of Item 6.L.

Victor Gomez, government affairs director at Santa Cruz County Association of Realtors, asked Council to include his organization in conversations regarding rent control and housing policies.

Lynda Marin spoke about climate change and its negative effects on the planet. She commended Council for considering Item 6.L.

Keshav Kumar, California Apartment Association, stated his concerns regarding Item 6.K and asked for more discussion with stakeholders prior to its adoption.

Anthony Banelback, landlord and realtor, spoke about the challenges of implementing rent control and asked Council to be thoughtful when addressing the issue.

At Member Coffman-Gomez' request, Mayor Estrada removed Item 6.K. from the Consent Agenda to be considered under Item 7.

In answering Member Coffman-Gomez, Public Works & Utilities Director Palmisano gave a brief report regarding the purpose of Item 6.D.

In answering Mayor Estrada, Public Works & Utilities Director Palmisano stated Item 6.D. addressed climate change and rising sea levels.

Parks & Community Services Director Calubaquib and Adriana Mata, program manager at Pájaro Valley Prevention and Student Assistance (PVPSA) answered questions from Member Gonzalez regarding purpose of Item 6.G. and potential for referral to different services, should the participants need them.

In answering Mayor Pro Tempore Garcia, Ms. Mata spoke about services that would be offered by PVPSA in relation to the end of the Contigo Program.

In answering Member Coffman-Gomez, Parks & Community Services Director Calubaquib explained the funding sources for the contract with PVPSA.

Member Hurst spoke in support of Items 6.D., 6.F., and 6.L.

**MOTION:** It was moved by Member Hurst, seconded by Mayor Pro Tempore Garcia and carried by the following vote to approve Consent Agenda Items 6.A. through 6.J. and 6.L.:

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

NOES: MEMBERS: None

ABSENT: MEMBERS: None

### **6.A. MOTION APPROVING MINUTES OF JULY 2 & 9, 2019, MEETING**

### **6.B. MOTION ACCEPTING APRIL THROUGH JUNE 2019 INVESTMENT REPORT**

- 6.C. RESOLUTION NO. 121-19 (CM):  
RESOLUTION AWARDBING BID TO KEMIRA WATER SOLUTIONS, INC. FOR THE  
WASTE WATER TREATMENT PLANT FERRIC CHLORIDE SUPPLY PROJECT NO.  
WW-19-02 FOR AN AMOUNT NOT TO EXCEED \$448, 839 FOR FY2019/2020 &  
FY2020-2021**
- 6.D. RESOLUTION NO. 122-19 (CM):  
RESOLUTION AWARDBING CONTRACT TO HARRIS & ASSOCIATES, INC. TO  
PREPARE & FILE A LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF  
WATSONVILLE, IN AN AMOUNT NOT TO EXCEED \$109,760 (\$109,760 WILL BE  
FUNDED FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY  
SERVICES (CALOES) GRANT)**
- 6.E. AWARDBING CONTRACTS FOR SPECIAL INSPECTION, TESTING & GEOTECHNICAL  
ENGINEERING SERVICES:**
- 1) RESOLUTION NO. 123-19(CM):  
RESOLUTION AWARDBING THREE-YEAR CONTRACT TO BUTANO  
GEOTECHNICAL ENGINEERING, INC. FOR SPECIAL INSPECTION, TESTING &  
GEOTECHNICAL ENGINEERING SERVICES ON AN ON-CALL & AS-NEEDED  
BASIS, IN AN AMOUNT NOT TO EXCEED \$250,000**
- 2) RESOLUTION NO. 124-19 (CM):  
RESOLUTION AWARDBING THREE-YEAR CONTRACT TO PACIFIC CREST  
ENGINEERING, INC. FOR SPECIAL INSPECTION, TESTING & GEOTECHNICAL  
ENGINEERING SERVICES ON AN ON-CALL AND AS-NEEDED BASIS, IN AN  
AMOUNT NOT TO EXCEED \$250,000**
- 6.F. RESOLUTION NO. 125-19 (CM):  
RESOLUTION APPROVING SCHOOL COMMUNITY POLICING OFFICER PROGRAM  
WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT FOR SCHOOL COMMUNITY  
POLICING OFFICER SERVICES AT PÁJARO VALLEY & WATSONVILLE HIGH  
SCHOOLS FOR SCHOOL YEAR 2019-2020 & REIMBURSE THE CITY \$265,311**
- 6.G. RESOLUTION NO. 126-19 (CM):  
RESOLUTION APPROVING TWO-YEAR CONTRACT WITH PÁJARO VALLEY  
PREVENTION & STUDENT ASSISTANCE PROGRAM FOR THE PROVISION OF CASE  
MANAGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED \$119,206**
- 6.H. RESOLUTION NO.127-19 (CM):  
RESOLUTION APPROVING A SIX-YEAR LEASE WITH ONE (1) FIVE-YEAR OPTION  
WITH GREG BOBEDA & LACEY DENT, AS INDIVIDUALS, DBA CORRALITOS  
COFFEEHOUSE, FOR CITY OWNED PROPERTY LOCATED AT 3 SECOND STREET,  
COMMENCING SEPTEMBER 1, 2019, & ENDING AUGUST 31, 2025**
- 6.I. RESOLUTION NO. 128-19 (CM):  
RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1272 FOR FISCAL  
YEARS 2017-2021**

- 6.J. **RESOLUTION NO. 129-19 (CM):  
RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION TO THE U.S.  
DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, FOR THE  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR  
FISCAL YEAR 2019 LOCAL SOLICITATION IN THE AMOUNT OF \$19,652 TO  
PURCHASE CRIME ANALYSIS SOFTWARE & APPROPRIATING SUCH FUNDS TO  
THE JAG GRANT BUDGET**
- 6.K. **ITEM REMOVED, SEE ITEM 7.**
- 6.L. **RESOLUTION NO. 130-19 (CM):  
RESOLUTION SUPPORTING UNITED STATES HOUSE RESOLUTION 1384 & SENATE  
RESOLUTION 1129: THE MEDICARE FOR ALL ACT OF 2019, & CALLING ON OUR  
FEDERAL LEGISLATORS TO WORK TOWARD ITS IMMEDIATE ENACTMENT,  
ASSURING APPROPRIATE & EFFICIENT HEALTH CARE FOR ALL RESIDENTS OF  
THE UNITED STATES**
7. **ITEMS REMOVED FROM CONSENT AGENDA**
- 6.K. **RESOLUTION NO. 131-19 (CM):  
RESOLUTION SUPPORTING REASONABLE RENT INCREASES, JUST EVICTIONS, &  
RELATED HOUSING CODE ENFORCEMENT ACTIVITIES FOR THE CITY OF  
WATSONVILLE**

Mayor Pro Tempore Garcia spoke about the reasons she was supporting Item 6.K. and explained the City's commitment to help renters and landlords.

Member Coffman-Gomez spoke about housing needs in the City and asked staff to involve all stakeholders when addressing rent control and just eviction policies.

Housing Manager Landaverry stated the resolution authorized staff to meet with all stakeholders to work on policy to address housing needs.

Member Hurst spoke about the importance of receiving input from stakeholders when drafting rent control and just eviction policies.

Member Parker spoke in support of pursuing reasonable rent increases and just eviction policies as long as all stakeholders are involved.

Member Gonzalez spoke about the importance of keeping homes affordable and supporting the working class residents of the City.

Member Coffman-Gomez stated her concerns in approving the proposed resolution until all stakeholders had input on the subject.

Mayor Pro Tempore Garcia stated Council had previously discussed rent control during the White Paper presentation and this item was a continuation of the City's commitment to support renters and landlords.

**MOTION:** It was moved by Member Hurst, seconded by Member Parker and carried by the following vote to approve Consent Agenda Item 6.K.:

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

## **8. PUBLIC HEARINGS, ORDINANCES, & APPEALS**

### **8.A. CONSIDERATION OF APPLICATION PP2019-181 FOR A GENERAL PLAN MAP AMENDMENT, ZONING MAP AMENDMENT, LOT CONSOLIDATION, SPECIAL USE PERMIT WITH DESIGN REVIEW & ENVIRONMENTAL REVIEW FOR CONSTRUCTION OF A 11,273± SQUARE-FOOT MEDICAL OFFICE BUILDING AT 5 NIELSON STREET & 58 HANGAR WAY FILED BY DAVID KIM WITH MERIDIAN PROPERTY COMPANY, APPLICANT, ON BEHALF OF ADOLFO GARCIA NAVA & MONICA MEJIA GOMEZ, PROPERTY OWNERS**

#### **1) Staff Report**

The report was given by Principal Planner Meek.

Principal Planner Meek and City Manager Huffaker answered questions from Member Gonzalez regarding compliance of proposed project with Airport guidelines, potential for changes to zoning in the future, and status of property tax revenues from the proposed site.

#### **2) Applicant's Presentation**

The presentation was given by Mike Conn, Meridian.

#### **3) City Council Clarifying & Technical Questions**

Mr. Conn answered questions from Member Coffman-Gomez regarding hours of operation for the proposed dialysis clinic, staffing levels, amount of residents that could be served, local hiring efforts for construction, and timeline for the project.

#### **4) Public Hearing**

Mayor Estrada opened the Public Hearing.

Felipe Noel, first lieutenant at Civil Air Patrol, spoke in support of the proposed project in order to help local residents receive the medical attention they need.

Steve Trujillo spoke about contributions labor unions have made to society. He spoke about the need for dialysis services in Watsonville.

Maria Luisa Ramirez Perez spoke in support of the proposed project and asked that future employees of the dialysis clinic receive fair compensation.

Seeing no one else approach the podium, Mayor Estrada closed the Public Hearing.

#### **5) MOTION:** It was moved by Member Coffman-Gomez, seconded by Member Hurst to accept the following resolutions and introduce the following ordinance:

- a) RESOLUTION NO. 132-19 (CM):  
RESOLUTION APPROVING TWENTY-FOURTH (24TH) AMENDMENT TO  
THE WATSONVILLE 2005 GENERAL PLAN TO RE-DESIGNATE APN:  
015-111-36 LOCATED AT 58 HANGAR WAY & APN: 015-111-37**

LOCATED AT 5 NIELSON STREET FROM INDUSTRIAL TO PUBLIC/QUASI-PUBLIC TO ALLOW CONSTRUCTION OF A 11,273± SQUARE FOOT MEDICAL OFFICE BUILDING ON A 1.01± ACRE SITE, & DIRECTING CHANGES TO BE MADE ON THE GENERAL PLAN LAND USE DIAGRAM

- b) INTRODUCTION OF UNCODIFIED ORDINANCE APPROVING REZONING ON APN: 015-111-36 LOCATED AT 58 HANGAR WAY & APN: 015-111-37 LOCATED AT 5 NIELSON STREET, WATSONVILLE, CALIFORNIA, FROM INDUSTRIAL PARK DISTRICT (IP) TO INSTITUTIONAL (N) TO ALLOW CONSTRUCTION OF A 11,273± SQUARE FOOT MEDICAL OFFICE BUILDING ON A 1.01± ACRE SITE, & DIRECTING CHANGES TO BE MADE ON THE ZONING MAP
- b) RESOLUTION NO. 133-19 (CM):  
RESOLUTION APPROVING LOT CONSOLIDATION TO ALLOW ADJUSTING PROPERTY BOUNDARIES & AMENDING THE CITY'S GENERAL LAND USE MAP & ZONING MAP DESIGNATIONS TO REFLECT EXISTING LAND USES FOR TWO SUBJECT PROPERTIES LOCATED AT 58 HANGAR WAY & 5 NIELSON STREET
- c) RESOLUTION NO. 134-19 (CM):  
RESOLUTION APPROVING SPECIAL USE PERMIT WITH DESIGN REVIEW & ENVIRONMENTAL REVIEW FOR APPLICATION NO. PP2019-181 FILED BY DAVID KIM WITH MERIDIAN PROPERTY VENTURES II, LLC., APPLICANT ON BEHALF OF PROPERTY OWNERS, TO ALLOW CONSTRUCTION OF A 11,273± SQUARE-FOOT MEDICAL OFFICE BUILDING ON A 1.01± ACRE SITE LOCATED AT 58 HANGAR WAY & 5 NIELSON STREET

**5) City Council Deliberation on the Motion**

Member Coffman-Gomez spoke about the need for additional medical services in Watsonville.

Member Parker spoke about the need for dialysis treatment locally.

Member Hurst stated the proposed project site had been underutilized and the project would bring great value to the community.

**MOTION:** The above motion carried by the following vote:

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

**8.B. CONSIDERATION OF TAXI RATE INCREASE FOR THE CITY OF WATSONVILLE REQUESTED BY WATSONVILLE TRANSPORTATION INC.**

**1) Staff Report**

The report was given by Assistant Police Chief Sims.

**2) City Council Clarifying & Technical Questions**

In answering Mayor Pro Tempore Garcia, Richard Camperud, Watsonville Transportation Inc., spoke about his business and their request.

Assistant Police Chief Sims and City Attorney Smith answered questions from Member Coffman-Gomez regarding potential for allowing a Consumer Price Index (CPI) increase and other changes to correspond to future changes in law.

In answering Member Parker, Mr. Camperud stated seniors received a 10% discount on fares.

City Attorney Smith, in answering Member Gonzalez, explained the process for increasing the taxi rate further.

**3) Public Hearing**

Mayor Estrada opened the public hearing.

Steve Trujillo spoke about the importance of supporting taxi workers and asked Council to support the resolution.

Maria Perez asked Council to consider CPI increases annually.

City Attorney Smith stated staff would return to Council with an ordinance to address taxi services.

Seeing no one else approach the podium, Mayor Estrada closed the public hearing.

- 4) MOTION:** It was moved by Member Hernandez, seconded by Member Gonzalez to approve the following resolution:

**RESOLUTION NO. 135-19 (CM):  
RESOLUTION ESTABLISHING NEW INCREASED TAXICAB RATES AND  
FARES FOR TAXI SERVICES IN THE CITY OF WATSONVILLE**

**5) City Council Deliberation on the Motion**

Member Coffman-Gomez asked that staff return with more robust policies on taxi services.

**MOTION:** The above motion carried by the following vote:

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

**9. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)**

**9.B. ORAL COMMUNICATIONS FROM THE COUNCIL**

Maria Perez, Resetar Hotel resident, stated her building leased space to cell tower companies and it affected its residents. She asked that the cell tower companies offer free internet services to residents of the building.

Member Hernandez spoke about several events he attended over the previous weeks and invited the public to a first time home buyers presentation.

Member Hurst spoke about events he attended over the previous weeks.

Member Parker spoke about Rhea DeHart (who recently died) and her accomplishments.

Member Hurst spoke about Rhea DeHart's contributions to Watsonville.

Mayor Pro Tempore Garcia spoke about her attendance at the vigil for those killed during the Gilroy Garlic Festival attack. She stated the City helped sell t-shirts to contribute towards the Gilroy Foundation to help those affected by the shooting. She spoke about the influence Rhea DeHart had on her and the community.

Member Coffman-Gomez spoke about Pájaro Valley Community Health Trust's efforts to exercise their first right of refusal in regards to the sale of Watsonville Community Hospital.

Member Gonzalez spoke about his attendance at the Strawberry Festival. He spoke about the influence Rhea DeHart had on him and the community. He invited the public to Music in the Park.

Mayor Estrada invited the public to upcoming community events. He spoke about the tragedy at the Gilroy Garlic Festival and commended those who continued to attend community events despite fears.

**10. EMERGENCY ITEMS ADDED TO AGENDA**

**11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS**

Member Hernandez asked for a report regarding AARP regarding Age Friendly Communities.

**12. ADJOURNMENT**

The meeting adjourned at 9:30 p.m.

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Francisco Estrada, Mayor

ATTEST:

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Beatriz Vázquez Flores, City Clerk



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# MINUTES REGULAR CITY COUNCIL MEETING



September 10, 2019

City of Watsonville  
Council Chambers  
275 Main Street, Top Floor

**4:31 p.m.**

**1. ROLL CALL**

Mayor Estrada, Mayor Pro Tempore Garcia and Council Members Coffman-Gomez, González, Hernandez (arrived at 4:40 p.m.), Hurst, and Parker were present.

**2. INFORMATION ITEMS—Written Report(s) Only**

**2.A. REPORT OF DISBURSEMENTS**

**2.B. MISCELLANEOUS DOCUMENTS REPORT**

**3. REPORTS TO COUNCIL**

**3.A. INTRODUCTION OF METRO'S PROPOSED WATSONVILLE CIRCULATOR BUS PROJECT**

**3.B. PRESENTATION BY ANDREA SILVA SOLANO & TARA LEONARD, SANTA CRUZ COUNTY HEALTH SERVICES AGENCY, TOBACCO CONTROL, REGARDING FLAVORED TOBACCO AND YOUTH APPEAL**

**4. CONSENT AGENDA**

**Public Input on any Consent Agenda Item**

Donna Ramos spoke in support of Item 4.F.

Member Coffman-Gomez spoke in support of Item 4.A. She asked the public to pay attention to public works projects listed on the Consent Agenda and assured the public she reviewed the projects to make sure they were beneficial.

Member Parker commended Joyce Parr for her willingness to serve on the Library Board.

Member Coffman-Gomez spoke favorably about Joyce Parr.

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

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

NOES: MEMBERS: None

ABSENT: MEMBERS: None

**4.A. RESOLUTION NO. 136-19 (CM):**

**RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER 5 WITH BAY PACIFIC PIPELINE, INCORPORATED, FOR THE MAÑANA LANE SANITARY SEWER REPLACEMENT PROJECT INCREASING THE SCOPE OF WORK, IN AN AMOUNT**

**NOT TO EXCEED \$175,000 (TOTAL PROJECT AMOUNT \$1,914,672.04); APPROVING AN APPROPRIATION OF \$175,000 FROM THE WASTEWATER ENTERPRISE FUND [0710]**

- 4.B. RESOLUTION NO. 137-19 (CM):  
RESOLUTION AWARDED BID TO DENALI WATER SOLUTIONS, LLC., FOR THE WWTP BIOSOLIDS LOADING, TRANSPORTATION, & BENEFICIAL REUSE THREE YEAR CONTRACT PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,019,100 (\$450,000 WILL BE FUNDED ANNUALLY FROM THE WASTEWATER ENTERPRISE FUND [710])**
- 4.C. RESOLUTION NO. 138-19 (CM):  
RESOLUTION APPOINTING JOYCE PARR TO THE CITY OF WATSONVILLE LIBRARY BOARD OF TRUSTEES**
- 4.D. RESOLUTION NO. 139-19 (CM):  
RESOLUTION NOMINATING MAYOR PRO TEMPORE GARCIA TO BE REAPPOINTED TO THE COUNTY OF SANTA CRUZ LATINO AFFAIRS COMMISSION**
- 4.E. RESOLUTION NO. 140-19 (CM):  
RESOLUTION NOMINATING DIVISION FIRE CHIEF AVILA FOR REAPPOINTMENT TO THE COUNTY OF SANTA CRUZ HAZARDOUS MATERIALS ADVISORY COMMISSION**
- 4.F. RESOLUTION NO. 141-19(CM):  
RESOLUTION URGING THE UNITED STATES CONGRESS TO ENACT H. R. RESOLUTION 763 - ENERGY INNOVATION & CARBON DIVIDEND ACT OF 2019**
- 4.G. ORDINANCE NO. 1391-19 (CM):  
FINAL ADOPTION OF UNCODIFIED ORDINANCE APPROVING REZONING ON APN: 015-111-36 LOCATED AT 58 HANGAR WAY & APN: 015-111-37 LOCATED AT 5 NIELSON STREET, WATSONVILLE, CALIFORNIA, FROM INDUSTRIAL PARK DISTRICT (IP) TO INSTITUTIONAL (N) TO ALLOW CONSTRUCTION OF AN 11,424± SQUARE FOOT MEDICAL OFFICE BUILDING ON A 1.01± ACRE SITE, AND DIRECTING CHANGES TO BE MADE ON THE ZONING MAP OF THE CITY OF WATSONVILLE**
- 5. ITEMS REMOVED FROM CONSENT AGENDA**

Mayor Estrada recessed the meeting to Closed Session at 5:24 p.m.

**5:30 p.m.**

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

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

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

**6.A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

(Government Code § 54956.8)

1.     Property:                     101 and 103 Main Street (APN: 017-561-11)  
       Negotiating parties:       Tamara Vides (City)  
                                      Bender Rosenthal Incorporated for  
                                      Pacific Gas & Electric  
       Under Negotiation:        Price and terms of payment
  
2.     Property:                     114 East Fifth Street (APN: 018-242-01)  
       Negotiating parties:       Tamara Vides (City)  
                                      Association of Watsonville Area Seniors  
       Under Negotiation:        Terms of Lease

**6.B CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

(Government Code Section 54956.9)

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

1.     Name of case:               Marianne Perhach v City of Watsonville, et al. - Santa  
                                      Cruz County Superior Court (Case No. 19CV02198)

**6:30 p.m.**

**7. ROLL CALL**

Mayor Estrada, Mayor Pro Tempore Garcia and Council Members Coffman-Gomez, González, Hernandez, Hurst, and Parker were present.

Staff members present were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Public Works & Utilities Director Palmisano, Police Chief Honda, Fire Chief Lopez, Library Director Heitzig, Information Technology Director Boyes, Parks & Community Services Director Calubaquib, Deputy City Managers Manning and Vides, Assistant Public Works & Utilities Director Rodriguez, Assistant Police Chief Sims, Fire Captain Vojvoda, Principal Engineer Green, Administrative Analyst Ibarra, and Interpreter Vázquez-Quintero.

**8. PLEDGE OF ALLEGIANCE**

**9. PRESENTATIONS & ORAL COMMUNICATIONS**

**9.A. ORAL COMMUNICATIONS FROM THE PUBLIC**

Maria Elena de la Garza, executive director at Community Action Board of Santa Cruz County, announced the launch of Watsonville Works Work Experience Crew Program.

Maria Medina, program coordinator of Watsonville Works, explained the purpose of her program and spoke about its success.

Ivan Ortiz Avalos, case manager at Community Action Board, spoke about the success of the Watsonville Works program.

Monique Sanchez, Watsonville Works, spoke about her role in helping homeless residents.

Angie Moreno, South County housing coordinator at Community Action Board, spoke about her work to assist the homeless population and stated there was funding available to assist with housing needs.

Gary Richard Arnold spoke in support of President Trump and stated welfare networks and Sanctuary Cities harm the Country. He spoke against Association of Monterey Bay Area Governments and the threat of globalization.

Jeff Manker, president at Monterey Bay Birding Festival, thanked the City for their support of the festival and invited the public to attend.

Ron Chesshire, Monterey Santa Cruz County Building and Construction Trades Council, thanked Council for their support over their years and offered to meet with Council to discuss apprenticeships.

Steve Trujillo invited the public to work with Kathleen Crocetti on tile work. He announced Assembly Bill 1482 had been approved by State Senate and would lead to rent control Statewide.

Manuel Pinheiro, chief executive officer at Monterey Santa Cruz County Building and Construction Trades Council, introduced himself to Council and thanked the City for their efforts to promote fair wages for labor.

Daniel Dodge Jr., District 5 resident and Pájaro Valley Unified School District Board Trustee, invited the Council and public to attend PVUSD Meetings. He asked the public to meet with him to discuss their concerns regarding PVUSD.

**9.B. REPORT OUT OF CLOSED SESSION**

City Attorney Smith stated Council received reports on Items 6.A.1 and 6.A.2, but took no action. He added that in regards to Item 6.B., Council authorized special counsel to defend the City and employee involved by filing answer to complaint.

**10. PUBLIC HEARINGS, ORDINANCES, & APPEALS**

**10.A. CONSIDERATION OF ORDINANCE INTRODUCTION RESCINDING CHAPTER 6 (ELECTION CAMPAIGN CONTRIBUTION CONTROL) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 6 ENTITLED ELECTION CAMPAIGN CONTRIBUTION CONTROL**

**1) Staff Report**

The report was given by City Attorney Smith.

**2) City Council Clarifying & Technical Questions**

In answering Member Parker, City Attorney Smith and City Clerk Vázquez Flores explained the proposed changes of the ordinance.

City Attorney Smith answered questions from Mayor Pro Tempore Garcia regarding contribution limits as outlined by the City's ordinance.

In answering Member Parker, City Clerk Vázquez Flores explained the election cycle.

In answering Member Hernandez, City Clerk Vázquez Flores stated the City was proposing a \$500 contribution limit for individuals in order to be consistent with the County.

Mayor Pro Tempore Garcia stated she would support initiating campaign reporting requirements after receiving \$2,000 as opposed to \$1,000.

In answering Member Coffman-Gomez, City Clerk Vázquez Flores stated she was recommending setting reporting requirements to start after receiving \$2,000 in order to be consistent with the State.

**3) Public Hearing**

Mayor Estrada opened the Public Hearing.

Steve Trujillo thanked the City Clerk's Office for their help through the nomination period. He spoke in support of staff recommendation.

Seeing no one else approach the podium, Mayor Estrada closed the Public Hearing.

- 4) MOTION:** It was moved by Member Hernandez, seconded by Member Gonzalez to introduce the following ordinance with requirement of a statement of organization to be filed with the Secretary of State once a candidate raises \$2,000 in contributions:

**ORDINANCE INTRODUCTION RESCINDING CHAPTER 6 (ELECTION CAMPAIGN CONTRIBUTION CONTROL) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 6 ENTITLED ELECTION CAMPAIGN CONTRIBUTION CONTROL**

**5) City Council Deliberation on the Motion**

In answering Member Parker, City Attorney Smith clarified staff recommendation.

Member Hernandez spoke about the challenges in meeting Fair Political Practices Commission requirements and deadlines.

Member Parker spoke in support of staff recommendation.

Member Hurst spoke about challenges all candidates have in campaigning.

**MOTION:** The above motion carried by the following vote:

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

## 11. NEW BUSINESS

### 11.A. CONSIDERATION OF PURCHASE OF A NEW LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM, IN AN AMOUNT NOT TO EXCEED \$450,000, FROM CENTRAL SQUARE TECHNOLOGIES & AGREEMENT WITH SANTA CRUZ CONSOLIDATED EMERGENCY COMMUNICATIONS CENTER, A JOINT POWERS AUTHORITY, FOR THE ADMINISTRATION & MAINTENANCE OF THE SANTA CRUZ METRO RECORDS SYSTEM (SCMRS)

#### 1) Staff Report

The report was given by Police Chief Honda.

#### 2) City Council Clarifying & Technical Questions

In answering Mayor Pro Tempore Garcia, Police Chief Honda explained the reasons the Sheriff's Office was looking to improve their records management system.

Police Chief Honda answered questions from Member Coffman-Gomez regarding benefits a joint powers authority would have on the community, specifics on how police would be able to access information via the new system, and storage of footage for body worn cameras.

In answering Member Parker, Police Chief Honda spoke about inclusion of Information Technology staff Countywide and expectations of the software.

#### 3) Public Input

Steve Trujillo asked for better collaboration between enforcement agencies in order to get better responses.

Daniel Dodge Jr., District 5 resident, thanked Police for their work and asked the public to support Measure G.

#### 4) **MOTION:** It was moved by Member Coffman-Gomez, seconded by Member Hernandez to approve the following resolutions:

##### a) **RESOLUTION NO. 142-19 (CM):**

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM FROM CENTRAL SQUARE TECHNOLOGIES, TO PROVIDE STORAGE, RETRIEVAL, RETENTION, MANIPULATION, ARCHIVING & VIEWING OF INFORMATION, RECORDS, DOCUMENTS, OR FILES PERTAINING TO LAW ENFORCEMENT OPERATIONS, IN AN AMOUNT NOT TO EXCEED \$450,000 FROM THE SALES TAX MEASURE G FUND**

##### b) **RESOLUTION NO. 143-19 (CM):**

**RESOLUTION APPROVING AGREEMENT WITH CONSOLIDATED EMERGENCY COMMUNICATIONS CENTER (SANTA CRUZ REGIONAL 9-1-1) FOR SYSTEM ADMINISTRATION & MAINTENANCE OF THE SANTA CRUZ METRO RECORDS SYSTEM (SCMRS), IN AN AMOUNT NOT TO EXCEED \$114,701 FOR FY19/20, THE COST SHARING PERCENTAGE FOR THE CITY OF WATSONVILLE SHALL BE RE-**

**CALCULATED EVERY THREE YEARS IN FEBRUARY & IMPLEMENTED  
THAT UPCOMING FISCAL YEAR**

**5) City Council Deliberation on the Motion**

Member Coffman-Gomez spoke about the benefits the new system would bring the community.

**MOTION:** The above motion carried by the following vote:

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

**11.B. CONSIDERATION OF \$4,248,000.00 BID AWARD TO K.J. WOODS CONSTRUCTION, INC., FOR AIRPORT FREEDOM TRUNK SEWER REPLACEMENT PROJECT**

**1) Staff Report**

The report was given by Danielle Green, Principal Engineer.

**2) City Council Clarifying & Technical Questions**

In answering Mayor Pro Tempore Garcia, Principal Engineer Green explained how the City would move the sewer line and close the previous section.

In answering Member Hurst, Public Works & Utilities Director Palmisano explained cost sharing for the project with the County of Santa Cruz.

Principal Engineer Green answered questions from Member Gonzalez regarding K.J. Woods Construction Inc. qualifications to work with pipes with asbestos, impact the project would have on Airport operations, processing of the project labor agreement, and proposed work outside of City limits.

Principal Engineer Green answered questions from Member Coffman-Gomez regarding project labor agreement requirements and processing, prevailing wage requirements, reporting to Department of Industrial Relations, and efforts by staff to provide best cost estimates to prevent additional costs for work.

City Manager Huffaker spoke about the challenges in working with sewer lines and stated it was common for additional work to be needed as projects moved forward.

Public Works & Utilities Director Palmisano answered questions from Member Coffman-Gomez regarding financing of the project.

Member Hurst stated anyone could bid on projects.

**3) Public Input**

Ron Chesshire, Monterey Santa Cruz Building and Construction Trades Council, spoke about challenges in awarding bids to local contractors and spoke about benefits of project labor agreements.



In answering Member Gonzalez, Mr. Chesshire spoke about requirements of project labor agreements to hire local laborers and offered to meet with Council to discuss potential improvements to the City's master project labor agreement.

Manuel Pinheiro, chief executive officer at Monterey Santa Cruz County Building and Construction Trades Council, spoke in favor of one of the contractors bidding for the project.

- 4) **MOTION:** It was moved by Member Hernandez, seconded by Member Gonzalez to approve the following resolution:

**RESOLUTION NO. 144-19 (CM):**  
**RESOLUTION AWARDDING \$4,248,000 BID TO K. J. WOODS CONSTRUCTION, INC., FOR THE AIRPORT FREEDOM TRUNK SEWER REPLACEMENT PROJECT, CONTINGENT UPON EXECUTION OF THE FINAL BUDGET APPROVAL FINANCING AMENDMENT BY THE STATE WATER BOARD CLEAN WATER STATE REVOLVING FUND STAFF; & AUTHORIZING A BUDGET APPROPRIATION OF AN ADDITIONAL \$992,000 IN CWSRF LOAN REVENUES & \$948,000 IN EXPENDITURES FROM THE WATER ENTERPRISE FUND**

- 5) **City Council Deliberation on the Motion**  
Member Hernandez spoke about the importance of maintaining City sewer lines in a timely manner.

Member Hurst stressed the importance of moving the project forward and providing for apprentice opportunities for union workers.

In answering Member Parker, Public Works & Utilities Director Palmisano spoke about efforts by the City to replace sewer pipes in a timely manner.

**MOTION:** The above motion carried by the following vote:

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

## 9. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

### 9.C. ORAL COMMUNICATIONS FROM THE COUNCIL

Member Hurst invited the public to celebrate Rhea DeHart's birthday.

Member Parker spoke about her participation in the Kawakamii tour and spoke about her attendance at the Commissioners Barbecue.

Mayor Pro Tempore Garcia spoke about the resolution passed at the previous meeting regarding support for reasonable rent increases, just evictions, and relating housing code enforcement activities. She clarified the Council had not adopted rent control requirements but policies that protects both landlords and tenants from unfair treatment.

Member Coffman-Gomez invited the public to upcoming community events.

Member Gonzalez announced the Santa Cruz Metropolitan Transit District was seeking members for the Metro Advisory Committee and looking to hire bus drivers. He stated Santa Cruz County Regional Transportation Commission's Alternative Analysis Study was still available and asked the public to participate. He encouraged parents to have their children participate in Pájaro Valley Little League's Fall Ball.

Member Hernandez invited the public to upcoming community events.

Mayor Estrada spoke about his attendance at several Back to School Nights and invited the public to upcoming community events.

**10. EMERGENCY ITEMS ADDED TO AGENDA**

**11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS**

**12. ADJOURNMENT**

The meeting adjourned at 8:42 p.m.

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Francisco Estrada, Mayor

ATTEST:

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Beatriz Vázquez Flores, City Clerk

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# MINUTES REGULAR CITY COUNCIL MEETING



September 24, 2019

City of Watsonville  
Council Chambers  
275 Main Street, Top Floor

**6:31 p.m.**

**1. ROLL CALL**

Mayor Estrada, Mayor Pro Tempore Garcia and Council Members González, Hernandez, Hurst, and Parker were present. Member Coffman-Gomez was absent.

Staff members present were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Public Works & Utilities Director Palmisano, Police Chief Honda, Fire Chief Lopez, Administrative Services Director Czerwin, Community Development Director Merriam, Library Director Heitzig, Parks & Community Services Director Calubaquib, Deputy City Managers Vides and Manning, Assistant Police Chief Sims, Housing Manager Landaverry, Principal Planner Meek, Recreation Superintendent Negrete, Asst. City Clerk Ortiz, and Interpreter Esqueda.

**2. PLEDGE OF ALLEGIANCE**

**3. INFORMATION ITEMS--Written Report(s) Only**

**3.A. REPORT OF DISBURSEMENTS**

**3.B. MISCELLANEOUS DOCUMENTS REPORT**

**4. PRESENTATIONS & ORAL COMMUNICATIONS**

**4.A. ORAL COMMUNICATIONS FROM THE PUBLIC**

Steve Trujillo, District 7, stated the City of Salinas was experiencing a homeless epidemic and was working to address the situation. He asked Council to address homelessness in Watsonville.

Police Sergeant Uretsky spoke about efforts by Police to support Jacob's Heart Pediatric Cancer Support. He spoke about funds Police have raised for the cause and asked the public to attend the Kidrageous Carnival.

Nancy Bilicich, City representative for Flood Control and Water Conservation District, Zone 7, spoke about her efforts to hold meetings in Watsonville and asked the public to attend meetings in order to persuade the Board to continue meeting in Watsonville. She gave an update on the Pájaro River breaching system.

Housing Manager Landaverry gave brief reports regarding Senate Bill 330 (Housing Crisis Act of 2019) and Assembly Bill 1482 (Tenant Protection Act of 2019). He stated he would return with a status report on the City's Housing programs at a future meeting.

**5. REPORTS TO COUNCIL – No Action Required**

**5.A. PRESENTATION BY SANTA CRUZ COMMUNITY VENTURES REGARDING SAVINGS & ENGAGEMENT FOR EDUCATION & DEVELOPMENT SUCCESS (SEEDS), A CHILDREN'S SAVINGS ACCOUNT (CSA), AN EFFORT THAT WILL PROVIDE COLLEGE SAVING ACCOUNTS FOR ALL WATSONVILLE NEWBORNS**

**6. CONSENT AGENDA**

**Public Input on any Consent Agenda Item (None)**

In answering Member Hernandez, Assistant Police Chief Sims explained the plans for utilizing Item 6.D. grant funds.

In answering Member Gonzalez, Assistant Police Chief Sims stated Police programs have increased compliance with wearing helmets.

City Clerk Vázquez Flores and City Attorney Smith answered questions from Member Parker regarding election cycles, reporting requirement for committees, and proposed changes in Item 6.F.

In regards to Item 6.F., City Attorney Smith and City Manager Huffaker answered questions from Member Gonzalez regarding effects the Janus court decision would have on the proposed ordinance. City Manager Huffaker and City Attorney Smith recommended adoption of the ordinance and returning with corrections at a later time in order to implement other necessary changes as soon as possible.

Administrative Services Director Czerwin and Airport Manager Williams answered questions from Member Hurst regarding Item 6.A.

*Member Hernandez left the dais before roll call.*

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

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

**6.A. RESOLUTION NO. 145-19 (CM):  
RESOLUTION AUTHORIZING PURCHASE OF \$200,000 OF AIRPORT FUND ASSETS  
BY THE GENERAL FUND AT FISCAL YEAR END JUNE 30, 2019**

**6.B. RESOLUTION NO. 146-19 (CM):  
RESOLUTION AUTHORIZING ESTABLISHMENT OF A PURCHASE ORDER WITH  
SENSUS USA INC., DBA SENSUS METERING SYSTEMS INC., FOR PROCUREMENT  
OF SENSUS ANALYTICS SOFTWARE, IN AN AMOUNT NOT TO EXCEED \$263,350,  
FOR A FIVE (5) YEAR PERIOD ENDING FY23-24, & AUTHORIZING A BUDGET  
APPROPRIATION OF \$7,350 FROM THE WATER ENTERPRISE FUND**

- 6.C. **RESOLUTION NO. 147-19 (CM):**  
**RESOLUTION AUTHORIZING & DIRECTING SUBMITTAL OF APPLICATION FOR \$416,771 TO CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT PROGRAM & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND**
- 6.D. **RESOLUTION NO. 148-19 (CM):**  
**RESOLUTION ACCEPTING \$112,000 GRANT FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR FY2020: \$70,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) & \$42,000 FOR THE PEDESTRIAN & BICYCLE SAFETY PROGRAM TO USE FOR THE IMPLEMENTATION OF TRAFFIC SAFETY STRATEGIES & DIRECTING THAT SUCH FUNDS BE APPROPRIATED INTO THE SPECIAL GRANTS FUND**
- 6.E. **RESOLUTION NO. 149-19 (CM):**  
**RESOLUTION APPROVING & AUTHORIZING NEW JOB CLASSIFICATION & JOB DESCRIPTION FOR ASSISTANT FINANCE DIRECTOR (MANAGEMENT UNIT) AT THE ESTABLISHED SALARY RANGE OF \$48.76 - \$65.35 PER HOUR & REPEALING THE JOB CLASSIFICATION & DESCRIPTION OF ASSISTANT FINANCE OFFICER**
- 6.F. **ORDINANCE NO. 1392-19 (CM):**  
**FINAL ADOPTION OF ORDINANCE RESCINDING CHAPTER 6 (ELECTION CAMPAIGN CONTRIBUTION CONTROL) OF TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE & ADDING A NEW CHAPTER 6 ENTITLED ELECTION CAMPAIGN CONTRIBUTION CONTROL**
8. **NEW BUSINESS**
- 8.A. **CONSIDERATION OF OLDER ADULT SERVICES & SENIOR CENTER OPERATIONS PLAN & APPROPRIATION OF UP TO \$176,000 FROM THE GENERAL FUND FOR FISCAL YEAR 2019-2020 FOR STAFFING PURPOSES & APPROVE & AUTHORIZE NEW OLDER ADULT SERVICES SUPERVISOR JOB CLASSIFICATION AT SALARY RANGE \$4,652-\$6,234 PER MONTH**

1) **Staff Report**

The report was given by Parks & Community Services Director Calubaquib.

2) **City Council Clarifying & Technical Questions**

Parks & Community Services Director Calubaquib answered questions from Mayor Pro Tempore Garcia regarding transition of management at the Senior Center, continuation of services during the transition, meeting with volunteers to address changes, and potential to create and expand services for seniors outside of the Senior Center.

In answering Member Gonzalez, Parks & Community Services Director Calubaquib stated staff would explore an advisory committee for senior programs and services.

Member Hernandez asked that the older adult services supervisor be knowledgeable about senior services and be bilingual.

In answering Member Hurst, Parks & Community Services Director Calubaquib stated the proposed position was full-time and in the Mid Management bargaining unit.

Member Parker asked that the older adult services supervisor have extensive experience in managing senior services.

Parks & Community Services Director Calubaquib answered questions from Mayor Estrada regarding funding sources for the Senior Center, plans to improve services for seniors, and efforts to integrate the entire community in senior services.

In answering Member Hernandez, Parks & Community Services Director Calubaquib stated the City could study other cities to improve senior services offered by the City.

**3) Public Input**

Scott Tims, board member at Association of Watsonville Area Seniors (AWAS), thanked the City for its commitment to seniors and asked for a six (6) month task force to assist in transition of management of the Senior Center.

Steve Trujillo stated the senior community had experienced attacks toward the LGBT community over the previous years. He commended Police and Senior Legal Services for their support through the attacks.

Dr. Lupe Rivas commended the City for their investment in senior services and spoke about challenges AWAS had experienced in refurbishing and managing the Senior Center. She asked the City to be mindful when leasing the Senior Center and asked to maintain lease amounts affordable. She asked that AWAS continue to be allowed to participate in services at the Senior Center.

Clay Kempf, AWAS, thanked the City for their commitment to the Senior Center. He urged the City to pace transition of management so that services are not affected at the Senior Center. He asked that the older adult services supervisor be hired prior to transition of Senior Center to City management. He spoke about services AWAS offered the community (submitted letter with suggestions to Council).

**4) MOTION:** It was moved by Mayor Pro Tempore Garcia, seconded by Member Gonzalez to approve the following resolutions:

- a) **RESOLUTION NO. 150-19 (CM):  
RESOLUTION AUTHORIZING BUDGET APPROPRIATION OF UP TO \$176,000 FROM THE GENERAL FUND FOR FISCAL YEAR 2019-2020 FOR OLDER ADULT SERVICES, OPERATIONS & STAFFING AT THE WATSONVILLE SENIOR CENTER LOCATED AT 114 EAST FIFTH STREET**
- b) **RESOLUTION NO. 151-19 (CM):  
RESOLUTION APPROVING & AUTHORIZING NEW JOB CLASSIFICATION & JOB DESCRIPTION FOR OLDER ADULT SERVICES SUPERVISOR (MID-MANAGEMENT UNIT) AT THE ESTABLISHED SALARY RANGE OF \$26.84 - \$35.97 PER HOUR**

**5) City Council Deliberation on the Motion**

Mayor Pro Tempore Garcia spoke in support of staff recommendation.

Member Gonzalez asked that staff pursue an advisory commission to assist during the transition of management of the Senior Center from AWAS to the City.

Member Hernandez spoke about the City's commitment to senior services and its plan to expand services.

Member Hurst spoke in support of staff recommendation and spoke about the challenges that staff will face during the transition.

Member Parker commended AWAS for their services to seniors over the years and spoke in support of staff recommendation.

Member Gonzalez commended Valerie Rivera, executive director at Watsonville Community Center, for her work over the years.

Member Hernandez suggested integrating technology courses into the Senior Center programming.

Mayor Estrada spoke about the City's commitment to the Senior Center and senior services.

**MOTION:** The above motion carried by the following vote:

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

**8.B. CONSIDERATION OF PROHIBITION OF INSTALLATION OF GATES IN RESIDENTIAL COMMUNITIES**

**1) Staff Report**

The report was given by Principal Planner Meek.

**2) City Council Clarifying & Technical Questions**

In answering Member Parker, Principal Planner Meek explained the reasons that the Planning Commission voted against gated communities.

In answering Mayor Pro Tempore Garcia, City Attorney Smith stated Planning Commission did not distinguish the different types of housing developments when opposing gated communities.

Principal Planner Meek answered questions from Member Gonzalez regarding effects the proposed resolution would have on future housing developments, emergency response delays due to gates, access to slough from Blackbird Townhomes. He added that the new housing developments Sunshine Gardens and Hillcrest Estates were not gated communities.

Principal Planner Meek and City Manager Huffaker answered questions from Member Parker regarding existing gated communities.



In answering Member Hurst, City Attorney Smith spoke about Planning Commission discussions that took place at the previous Planning Commission meeting.

Member Hurst asked that each new development be reviewed independently and that gates be considered based on benefits it brings to the development.

Principal Planner Meek clarified staff recommendation for Council.

Principal Planner Meek answered questions from Mayor Estrada regarding options developers have to protect their properties that did not involve gates, number of developers requesting gated communities, and guidelines that needed updating to address new types of developments.

**3) Public Input**

Steve Trujillo stated gates did not protect housing communities because they broke down and did not prevent vandalism from happening. He asked that gated communities not be allowed.

**4) MOTION:** It was moved by Member Hernandez, seconded by Mayor Pro Tempore Garcia to approve the following resolution:

**RESOLUTION NO. 152-19 (CM):  
RESOLUTION APPROVING WATSONVILLE GATED COMMUNITY GUIDELINES  
PROHIBITING INSTALLATION OF GATES IN RESIDENTIAL COMMUNITIES**

**5) City Council Deliberation on the Motion**

Member Hernandez spoke about the negative effects gated communities have on the City.

Member Hurst spoke about the positive effects implementation of a gate had on Sunny Meadows Apartments and stated the policy should be flexible to allow for options for developers.

Member Parker spoke in opposition to gated communities, but said there could be scenarios where a gate could be beneficial.

City Manager Huffaker clarified staff recommendation for Council.

Mayor Pro Tempore Garcia listed the reasons she opposed gated communities.

Member Gonzalez stated he did not support gated communities for single family residences but did not oppose gates at apartment complexes or townhomes.

**MOTION:** The above motion carried by the following vote:

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

**9. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)**

**9.B. ORAL COMMUNICATIONS FROM THE COUNCIL**

Member Parker spoke about her attendance at the Santa Cruz Symphony concert in downtown.

Member Hurst announced he was celebrating his 41<sup>st</sup> wedding anniversary. He invited the public to celebrate Rhea DeHart's birthday and attend her celebration of life.

Member Hernandez spoke about his participation in the Citizens Academy. He spoke about several events he attended over the previous weeks and invited the public to future events.

Member Gonzalez thanked those who supported the Musica para el Corazon event and spoke about plans for the event the following year. He spoke about his reading of a writing by Lorenzo Kuan, Watsonville Works participant, and spoke about his progress through the program. He invited the public to attend a fundraiser for Alcance of Community Action Board at Panda Express. He commended Elliot Moon for his work in the community.

Mayor Pro Tempore Garcia encouraged seniors to participate in A Matter of Balance at the Senior Center. She spoke about Cabrillo College Foundation's Women's Education Success Program and its work toward helping women succeed in their studies. She spoke about her participation in Coastal Cleanup Day.

Mayor Estrada commended Member Gonzalez for his work on Music for the Heart. He spoke about events he attended over the previous weeks and invited the public to future events.

**10. EMERGENCY ITEMS ADDED TO AGENDA**

**11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS**

**12. ADJOURNMENT**

The meeting adjourned at 9:13 p.m.

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Francisco Estrada, Mayor

ATTEST:

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Beatriz Vázquez Flores, City Clerk

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**City of Watsonville  
Parks and Community Services**



**M E M O R A N D U M**

**DATE:** September 24, 2019

**TO:** Matt Huffaker, City Manager

**FROM:** Nick Calubaquib, Director of Parks & Community Services  
Ben Heistein, Assistant Director of Parks & Community Services

**SUBJECT:** A Resolution Awarding Contract to Verde Design, Inc. for the Watsonville Slough Connector Trail Project at Ramsay Park, an Urban Greening Grant Project in an amount not to exceed \$303,116, and authorizing and directing the City Manager to execute said Contract

**AGENDA ITEM:** October 8, 2019 City Council

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**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution awarding Contract to Verde Design, Inc. to provide consultant services for design and implementation of an Urban Greening Grant funded project entitled *The Watsonville Slough Connector Trail Project at Ramsay Park*, in an amount not to exceed \$303,116, and authorizing and directing the City Manager to execute said agreement.

**PROGRAM BACKGROUND:**

In 2019, the Watsonville Parks & Community Services Department was awarded an Urban Greening Grant from the California Natural Resources Agency for the Watsonville Slough Connector Trail Project at Ramsay Park (WSCTP) to enhance and activate unused space by installing improved pedestrian facilities, non-vehicular commuter routes, trees, landscaping, and educational displays within the park. Project activities will be located within Ramsay Park, the City's largest urban park, located on the western side of the City.

The purpose of this agreement is for the consultant to develop project design, construction drawings and bid documents and provide construction phase support that meets the deliverables and goals of the WSCTP, while incorporating elements of the Ramsay Park Master Plan. The bidding and construction phase of this project is scheduled to start in late winter 2020 and be completed by spring 2021. When plans and construction specifications for the WSCTP are completed, they will be presented to City Council for approval.

**DISCUSSION:**

A Request for Proposals (RFP) was issued on August 2, 2019. The City received proposals from five consultant groups and interviewed four consultant teams on

September 10, 2019. The proposed base bids were very similar, with a stated cost between \$197k - \$219k to complete the design, construction specifications, and provide construction support.

The five consultant groups considered by the City were:

- ☐ Verde Design, Inc.
- ☐ Restoration Design Group, Inc.
- ☐ Wallace Group
- ☐ Gates + Associates
- ☐ Ecological Concerns, Inc.

The Verde Design, Inc. project team was selected based on its strong background in the creation and implementation of park and trail improvement projects. This team is also currently facilitating the development of the Parks & Community Services Department Strategic Plan, City Plaza Master Plan, and Ramsay Park Master Plan.

The proposal submitted by Verde Design, Inc. included some optional tasks, which staff will incorporate into the project Scope of Work, as staff believes they are necessary components of the *Watsonville Slough Connector Trail Project (WSCTP) at Ramsay Park*. The Request for Proposals is listed as Attachment 1 to this staff report. The submittal by Verde Design is included as an Exhibit to the Resolution.

#### **STRATEGIC PLAN:**

The WSCTP is consistent with the City Council's strategic plan in Focus Area 3 – Infrastructure and Environment.

Additionally, the plan helps promote a sustainable community and aligns with goals outlined in the Urban Greening Plan (2012), promotes economic development through the use of green technology, decreases reliance on the reserve fund through increased grant funding and energy efficiency savings, and improves the short and long term health and safety of Watsonville residents as it pertains to climate impacts of urban heat island effects exacerbated by lack of trees and air pollution caused by vehicles.

#### **FINANCIAL IMPACT:**

The total cost of this agreement will not exceed \$303,116, with \$246,423 to be funded by the Urban Greening Grant. The remaining 18% of the cost will be covered by Parks and Community Services operating funds, as needed.

#### **ALTERNATIVES:**

City Council may decide not to approve the consultant services agreement with Verde Design Inc. at this time.

#### **ATTACHMENTS:**

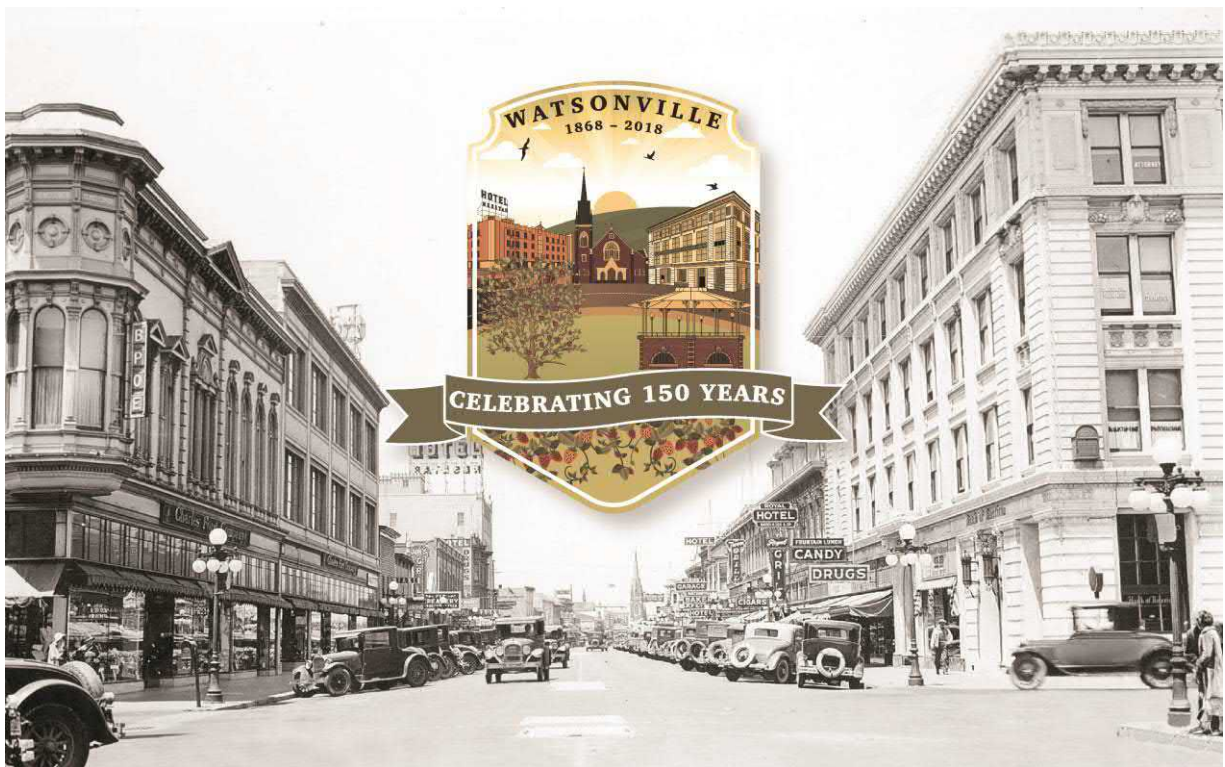
- 1) Watsonville Slough Connector Trail Project Request for Proposals

cc: City Attorney

**CITY OF WATSONVILLE  
PARKS AND COMMUNITY SERVICES DEPARTMENT  
REQUEST FOR PROPOSALS  
FOR  
Landscape Architectural Design Services for the Watsonville  
Slough Connector Trail Project at Ramsay Park**

**PROPOSALS DUE:**

**Wednesday, August 28th, 2019 by 5:00 pm**



City of Watsonville  
Parks and Community Services Department  
231 Union Street  
Watsonville, CA 95076  
REQUEST FOR PROPOSAL (RFP)

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**ATTACHMENTS**

- **ATTACHMENT A – SAMPLE CONTRACT FOR ARCHITECT OR ENGINEERING SERVICES**
- **ATTACHMENT B – WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT AT RAMSAY PARK – SITE PLAN**
- **ATTACHMENT C – RAMSAY PARK MASTER PLAN CONCEPTUAL DESIGN**

## SECTION 1

## REQUEST FOR PROPOSAL

The City of Watsonville is inviting all interested and qualified landscape architectural teams with proven experience in parks and recreation facility design and construction administration. The required services and performance conditions are described in the Scope of Work. This set of services will be awarded to one firm.

The selected firm will be tasked to develop a work plan using the scope of work in this RFP.

## SECTION 2

## BACKGROUND

In 2019, the Watsonville Parks & Community Services Department was awarded an Urban Greening Grant from the California Natural Resources Agency for the Watsonville Slough Connector Trail Project at Ramsay Park (WSCTP) to build and improve pedestrian facilities, non-vehicular commuter routes, and trees and landscaping within the park. Project activities will be located within Ramsay Park, the City's largest urban park, located on the western side of the City.

Ramsay Park (1301 Main Street) is a 26 acre community park which serves as a hub for recreation programs, services and amenities. Park features include a Family Center, Nature Center, skate park, soccer field, softball field, tennis courts, three playgrounds, picnic areas, Soccer Central (privately operated) and restrooms. The park is one of the most widely used parks in the City and is located within a central and prominent location within the freshwater wetland complex that underlies the City, the Watsonville Slough System. The park is in close proximity to major shopping centers, commuter routes, residential neighborhoods, and the Watsonville Slough trail system which runs the slough system. Recent community engagement and development efforts for the park include a feasibility study for improvements to the soccer field (2015), the construction of a new skate park (2016), restroom remodels (2016-2019), Ramsay Park Master Plan (2019), and the potential addition of a bicycle pump track.

Despite its importance to the community, existing park resources are limited and fail to take advantage of the importance of its location to the surrounding environment and the nearby pedestrian and bicycle amenities, which are critical to the City's effort to improve pedestrian safety and reduce automotive vehicle miles traveled. The Watsonville Slough Connector Trail Project (WSCTP) was therefore designed to maximize community use through active transportation and recreational trails and connections to more regional trails and transportation networks, improve the environmental character of the park, and provide essential environmental benefits to the park and region as a whole through urban greening efforts such as installation of permeable trails, stormwater capture and water quality improvement, carbon sequestration, air pollution reduction, and habitat enhancement.

Project activity will enhance the park through planting 150 large stature trees, creating nearly 1 mile of combined Class IV bike lanes & pedestrian facilities, and installing 22 rain gardens/storm-water management systems. A ¼ mile segment of the trail will activate a completely unused space. Additionally, existing space that is barren will be enhanced with drought tolerant landscapes around the park. An existing ¼ mile trail along Watsonville Slough will also be enhanced with invasive plant removal and native California plantings. This project complements a separate Urban Forestry Project through which many trees are being planted throughout the City including at Ramsay Park.

Vegetated rain gardens in drainage areas and sunken tree wells in parking lots will be installed to treat storm-water in a purposeful demonstration of how surface pollutants can be treated with the natural processes of plant bio-filtration before entering drain inlets. The hilly



topography of the Park often results in accelerated erosion issues and so the proposed landscaping and rain gardens will slow and mitigate the movement of sediment into the system. Additionally, an existing storm-water treatment wetland that serves as the central collection basin for the park will be enhanced with native plants that will further treat the water before it enters the slough system and an overlook dock will be built and utilized by the park's Nature Center. Finally, interpretive aids will be installed in strategic locations to highlight the purpose and benefits of the project's design elements within the context of the ecological importance to the Watsonville Slough. The multiple benefits achieving enhancements will result in a complete transformation of the green space in the Watsonville Slough/Ramsay Park Corridor for the community to enjoy.

During 2019, City staff worked with a consulting firm to develop an overarching Parks and Recreation Strategic Plan and Ramsay Park Master Plan that are currently pending approval by the City Council. The Strategic Plan will serve as an addendum to a 2009 Parks & Recreation Master Plan that will provide guidance to the planning and prioritization of parks and recreation services for the next five to ten years. Recent Ramsay Park development efforts have focused on specific amenities at the Park, however an overall conceptual design for the entirety of the park had not been developed until now.

## SECTION 3

## PROJECT PURPOSE

The purpose of this project is for the city to contract architectural design services to develop project design, construction drawings and bid documents that meet the deliverables and goals of the WSCTP while incorporating elements of the Ramsay Park Conceptual Design that was recently completed through the Strategic Plan. With the planning and community engagement for this project completed, design development would be done in collaboration with city staff and be based on the project site plan and the Ramsay Park Conceptual Plan which are attached to this RFP. The construction phase of this project is scheduled to start in Spring 2020 and be completed by Spring 2021. The selected firm would also provide some construction administration services while working closely with the City's project manager and staff as specified in the scope of work.

City traffic engineers are designing and implementing the .6 miles of Class IV bicycle lane and traffic safety component of this project on Harkins Slough Rd., so construction specifications do not need to be developed for this portion of the project. The grant deliverables to be incorporated into the project design by the selected firm are as follows:

Create approximately .32 miles of pedestrian facilities by installing approximately:

- 2050 linear feet of wood railing
- 4978 square feet of sidewalk improvements
- 4 ADA Ramps
- 8650 square feet of trail slurry seal
- 1350 tons trail aggregate base
- Parking lot / court re-surfacing

Stormwater management systems to treat stormwater before entering slough system. Install approximately:

- 7 Rain Gardens
- 15 sunken tree wells
- 1 wetland overlook dock

Enhance unused and barren space within park and along trails with drought tolerant landscaping by installing approximately.

- 1 riparian enhancement through invasive plant removal, tree pruning, and native habitat restoration landscaping within 1.3 acres
- 150 15-gallon trees with stakes

- 500 five-gallon understory plants
- 800 one-gallon understory plants
- 300 cu yards of soil and mulch

Signage for educational and wayfinding purposes. Install approximately:

- 30 wayfinding signs
- 3 interpretive signs
- 1 project sign
- 1 funding acknowledgement sign

## SECTION 4 SCOPE OF WORK

The total budget for the Watsonville Slough Connector Trail Project at Ramsay Park is \$1.48 million with a design and administration budget of roughly \$230,000. A site survey is currently being done and will be available. While additional subjects may emerge during the design process, at a minimum the Watsonville Slough Connector Trail Project at Ramsay Park plan should include the following deliverables:

1. Refined conceptual design for the Urban Greening Grant Project site elements
2. Using dimensioned site plans, prepared construction documents that incorporate all grant deliverables in the design.
3. Specified administrative management services during the construction phase.

### 4.1 Design

- Meet with Staff and City Department Managers to review scope of proposed project
- Acquire file records of surveys and as-builts from City
- Create AutoCAD base drawings to serve as the basis for design
- Develop preliminary (30%) design drawings
- Initiate the process of coordinating with the maintenance staff to review utility location
- Review of designs with the City to collaboratively share comments and further develop designs.
- Oversee work of all consultants required to provide complete set of plans. The architectural firm would subcontract with consultants to provide a complete design if needed.
- Coordinate all work with the Community Development Department, including submittal of plans for issuance of building permit.
- Provide product data on materials to be used.
- Conduct site visits to review the impacts of improvements and further review the plans to ensure that the City's concerns are being met.
- Complete plans and specifications in conformance with City standards.
- Submit plans at the 60%, 95%, and 100% levels of completion
- Submit specifications at 95% and 100% levels of completion
- Submit estimates of probable cost at 60%, 95% and 100% levels of completion

### 4.2 Construction Administration

- Provide technical and administrative management services for the project; provide technical oversight of construction related activities for the project; maintain close liaison with the project manager to convey all project information, communications and correspondence.

- Assist in preparing bid packages, including providing product data and specifications.
- Review questions prior to bidding, and assists project manager in issuing addendums to the project
- Review submittals and coordinate submittals and coordinate with the project manager. Maintain a submittal log.
- Respond to requests for information with the project manager. Maintain RFI log.
- Issue Architect's Supplemental Instructions to the project to document design changes.
- Negotiate and prepare contract change orders if requested.
- Attend pre-bid, pre-construction, and regular construction meetings as scheduled.
- Attend punch list walk, issue and maintain punch list. Coordinate punch list walk with other project consultants.
- Review the final record drawings submitted by the contractor at the completion of construction. Prepare correction memos for the contractor to perform record drawing revisions

## SECTION 5

## CONTENTS OF PROPOSAL

**Five (5) copies** of proposal and an electronic copy (on flash drive) must include the following information in order to be considered:

1. A general description of the firm, and the credentials and background of the principal and team members who will be responsible for the project.
2. A documented summary and listing of past and present experience.
3. Statement of understanding of the project.
4. A detailed description of the proposer's approach for managing the project. The description should include at a minimum all tasks listed in the "Scope of Work". In addition, the proposer should include any steps/tasks not included in "Scope of Work" that proposer thinks would materially affect the quality of the project. The quality and thoroughness of the proposer's description of project tasks is an evaluation criterion.
5. Project Schedule/timeline by Task and Task Sequencing.
6. Consultant Concerns or alternative approaches.
7. Statement of agreement to standard City contract for Architectural or Engineering Services and insurance requirements.
8. Firm profile or Statement of Qualifications.
9. A minimum of three related business references, including names, addresses, and phone numbers, plus a description of the type of work performed.
10. Cost Proposal by Task and total cost
11. List the hourly rates for any applicable position that may work on the project, and the hours to be spent on the project. Include any other additional expenses (travel, or probable out of pocket expenses). Additional expenses will not be allowed unless specified in the proposal. Costs must be unbundled and listed separately. Provide a total "not to exceed" amount for the project.

The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

Five (5) copies and one (1) electronic copy (on flash drive) of the proposal are due by **5:00 pm Wednesday, August 28<sup>th</sup>, 2019**. Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville  
Attn: Ben Heistein, Assistant Parks and Community Services Director  
275 Main Street, Suite 400  
Watsonville, CA 95076  
Email: [benjamin.heistein@cityofwatsonville.org](mailto:benjamin.heistein@cityofwatsonville.org)

## SECTION 6 GENERAL REQUIREMENTS AND INFORMATION

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license - All consultants must possess a City of Watsonville.
2. W-9
3. Must be able to satisfy all requirements pertaining to insurance (See Section 9 of Consultant agreement)

## SECTION 7 SELECTION PROCESS

City staff will review all submitted proposals to determine those Consultants that best meet the requirements of this RFP and the evaluation criteria listed above.

Evaluation Criteria: The City of Watsonville will evaluate the proposals based on the following criteria:

#	Evaluation Criteria	Weight
1	Understanding of the scope of work to be performed	15
2	Response to the project objectives and scope outlined in this RFP	20
3	Creativity and problem solving provided in proposal	20
4	Qualifications and experience as it relates to the scope of work in this RFP	15
5	References and satisfactory record of performance	10
6	Project Schedule	10
7	Cost Proposal	10
Total Points Possible:		100

**The most qualified Consultants will be invited to an interview with the City staff on Tuesday, September 10<sup>h</sup>, 2019**

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (30) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best value.

## SECTION 8 ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms

and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

## SECTION 9 SELECTION TIMETABLE

The proposal phase schedule is as follows:

City releases RFP	August 2, 2019
Last day to submit questions	August 15th, 2019
Proposals due	August 28th, 2019
Interviews with successful bidders	September 10th, 2019
Award Contract	September 24th, 2019
Begin Work	October, 2019

## SECTION 10 QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Ben Heistein, Assistant Parks and Community Services Director, via e-mail at [benjamin.heistein@cityofwatsonville.org](mailto:benjamin.heistein@cityofwatsonville.org), no later than Thursday, **August 15, 2019**. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

**\*PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at

<https://www.cityofwatsonville.org/1731/View-Current-Parks-Request-for-Proposals> .

## SECTION 11 RESERVATIONS

Additional information regarding RFP submittal, content, processes and procedures are listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site ([www.ca.gov](http://www.ca.gov)).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- 3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The

City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.
- 7) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 8) City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 9) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND \_\_\_\_\_**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and \_\_\_\_\_, 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 the requisite 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 as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, 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.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of 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.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

## **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. 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 \$500,000.00 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 \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. 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.

D. 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.

E. 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 Municipal or Superior Court 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.** 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 or his designee, or as required by law.

**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, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, 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 disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, 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**

ADD INFORMATION

**SECTION 22. EXHIBITS:**

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

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

**CITY**

**CONSULTANT**

*CITY OF WATSONVILLE*

BY \_\_\_\_\_  
Matthew D. Huffaker, City Manager

BY \_\_\_\_\_  
[Name, Title]

ATTEST:

BY \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY \_\_\_\_\_  
Alan J. Smith, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services is as follows:

## **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:

## **EXHIBIT "C"**

### **COMPENSATION**

a. Total Compensation. The total obligation of City under this Contract shall not exceed

\_\_\_\_\_.

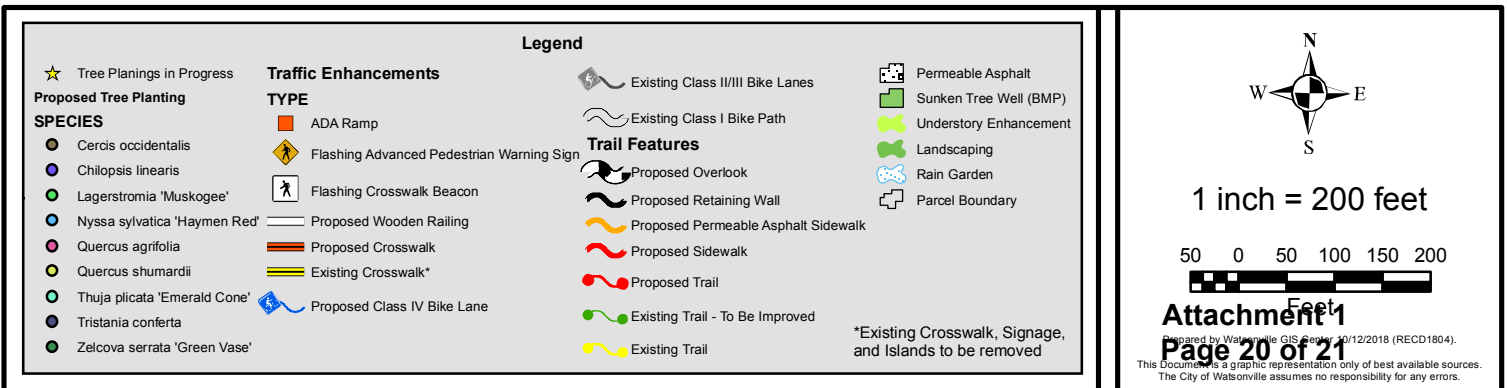
b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

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.  
r appropriate compensation.



# Watsonville Slough Connector Trail Project at Ramsay Park

Attachment B







## CONCEPT LEGEND

- ① FULL SIZE SOCCER FIELD
- ② STORAGE BUILDING
- ③ RENOVATED FAMILY CENTER
- ④ FAMILY CENTER / GYM BUILDING EXPANSION
- ⑤ EXISTING TRAIL
- ⑥ PROPOSED TRAIL
- ⑦ INDIVIDUAL PICNIC AREA
- ⑧ GROUP PICNIC AREA
- ⑨ SOFTBALL AND SOCCER MULTI-USE FIELD
- ⑩ DOG PARK
- ⑪ PUMP TRACK
- ⑫ PLAY AREA
- ⑬ RELOCATED AND IMPROVED SLIDE
- ⑭ SPECTATOR AREA
- ⑮ SERVICE PARKING SPACE
- ⑯ AMPHITHEATER/ OUTDOOR CLASSROOM
- ⑰ NATURE CENTER
- ⑱ WETLAND OVERLOOK DECK
- ⑲ FEMA FLOOD ZONE
- ⑳ RENOVATED RESTROOM
- ㉑ EXERCISE STATION
- ㉒ MODIFIED PARKING LOT
- ㉓ SCORER'S BOOTH
- ㉔ NEW PARKING ON MAIN STREET
- ㉕ EXISTING RESTROOM
- ㉖ BASKETBALL COURT
- ART FEATURE

PARKING COUNT  
EXISTING: 167  
PROPOSED: 172



Ramsay Park - Conceptual Design  
Watsonville Strategic Parks Plan  
City of Watsonville  
Watsonville



LANDSCAPE ARCHITECTURE  
CIVIL ENGINEERING  
SPORT PLANNING & DESIGN  
2453 The Alameda, Ste. 200  
San Jose, CA 95128  
Tel: 408.985.7200  
Fax: 408.985.7260  
www.verdedesign.com

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING A CONTRACT TO VERDE DESIGN, INC., A CORPORATION, FOR THE WATSONVILLE SLOUGH CONNECTOR TRAIL PROJECT AT RAMSAY PARK, AN URBAN GREENING GRANT PROJECT, IN AN AMOUNT NOT TO EXCEED \$303,116, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME (\$246,423 WILL BE FUNDED BY THE URBAN GREENING GRANT AND THE REMAINING 18% COST WILL BE COVERED BY PARKS AND COMMUNITY SERVICES OPERATING FUNDS)**

**WHEREAS**, a Request for Proposals (RFP) was issued on August 2, 2019, for landscape architectural design services for the Watsonville Slough Connector Trail Project at Ramsay Park, an Urban Greening Grant Project; and

**WHEREAS**, the deadline for submittal of Request for Proposals was August 28, 2019; and

**WHEREAS**, City staff ranked the proposals received for the consideration of the City Manager and submission to the City Council; and

**WHEREAS**, the City Manager has recommended that the proposal from Verde Design, Inc., a corporation, in an amount not to exceed \$303,116, be accepted as the most qualified firm.

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

1. That the proposal of Verde Design, Inc., a corporation, in an amount not to exceed \$303,116, is hereby accepted.

2. That the Contract for Consultant Services between the City of Watsonville and Verde Design, Inc., a corporation, for landscape architectural design services for the Watsonville Slough Connector Trail Project at Ramsay Park, an Urban Greening Grant Project, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

3. Consultant shall file FPPC form 700s and 805s pursuant to section 19 of the Contract.
4. That the City Manager be and is hereby authorized and directed to execute the Contract for and on behalf of the City.
5. That all other proposals are hereby rejected.

\*\*\*\*\*

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND VERDE DESIGN, INC.**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Verde Design, 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 the requisite 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 as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from October 14, 2019 to June 30, 2021, inclusive.

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

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of 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.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

## **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. 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 \$500,000.00 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 \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. 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.

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**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 disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, 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**

Verde Design, Inc.  
2455 The Alameda  
Santa Clara, CA 95050  
(408) 985-7200

**SECTION 22. EXHIBITS:**

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

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

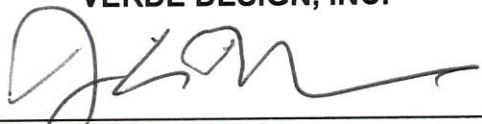
**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

**VERDE DESIGN, INC.**

BY \_\_\_\_\_  
Matthew D. Huffaker, City Manager

BY  \_\_\_\_\_  
Derek McKee, Principal 10-2-19

**ATTEST:**

BY \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Alan J. Smith, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services is based on the following Project Understanding and is as follows:

#### **PROJECT UNDERSTANDING**

The following understanding is an approach for completing the design process, schematic plan design, design development, construction documentation, bidding, and construction support outlined for the renovations at Ramsay Park for the Slough Connector Trail Project for the City of Watsonville (City).

#### **PROJECT APPROACH**

Consultant understands the general scope of services, including the complete development of the design and construction documents associated with the Slough Connector Trail Project at Ramsay Park project, outlined in the RFP. Consultant's expertise in taking projects from a conceptual design through construction will benefit the City during the construction document phase. Consultant is experienced in creating plans that enable smooth bidding and construction.

Beginning with the initial kick-off meeting with City staff, Consultant will establish project parameters, such as program, schedule, and budget. Consultant will review the draft schedule and update. At the meeting, Consultant will recap the site information and other City standards available for use and guidance relate to the project.

Establishing a solid foundation for success begins with project investigation. Consultant will review existing utility documents, acquire the City prepared site topographic survey, review the City prepared geotechnical investigation, and conduct a site visit with City staff to confirm our understanding of the existing conditions and better evaluate the opportunities and constraints for developing the specific amenities identified.

Based on Consultant's work on the Ramsay Park Master Plan, Consultant already has a good understanding of the existing conditions. Consultant wants to review and coordinate with the Slough Connector Trail Project and integration of the proposed Ramsay Park Master Plan. There are areas of improvements that overlap like the Family Center, parking lot, connections to the hill area, and Nature Center area.

Consultant will contact the appropriate utility companies to verify the location of all known existing utility lines, meters, and easements, as necessary, to fully understand the requirements for the project. Consultant's team is fully capable of providing all engineering services, including water, sewer, electrical, and structural, as may be required by the appropriate utility companies and permitting agencies.

Existing trees will be reviewed with the City Arborist for health, status, and limitations on improvements for each. Consultant will work on adding information to the site survey and providing shade calculations by season.

Through this investigation, Consultant will gain a thorough understanding of the existing site conditions, topography, soils, and infrastructure. This site analysis effort will be utilized throughout the duration of the project, enabling educated and effective decisions to be made.

As Consultant moves forward with design development plans, the first step is to prepare the systems design and engineering. This will include a 30% schematic design package, which will identify proposed materials and finishes, identify the size and location of elements, and review the overall project costs for

Consultant recommendations as to how Consultant believes the project should be built to meet the qualitative expectations, as well as the schedule constraints. Consultant will meet with City staff to discuss the design documents and receive comments and requested modifications, which will be incorporated into the subsequent submittal.

Following the City staff review of the 60% plan set, specifications, and estimate, Consultant will continue to track changes and confirm that all components of the program are being addressed.

The 95% construction documents will then be developed and submitted for City staff review and comment. Consultant will meet with the staff to review the submittal and Consultant's response to the 60% comments, allowing to move forward and complete the construction documents. Once Consultant has reviewed the 95% submittal documents with the City and received comments, Consultant will make the final revisions and updates to the construction documents that will bring them to the Final 100%/Bid level. At this stage, the bid package will be submitted to the City's Building Department or plan check process for review and approval, if necessary. Calculations for storm water will be provided on separate plans.

Consultant is also providing other optional services. One of those is to provide accessibility plans if required by the building department. Another is to provide the SWPPP QSD services for attaining a permit for construction. Irrigation AB 1881 calculations are included as optional. A City Council presentation is included if required. Electrical engineering services are include for any electrical or data work that may be included. At each submittal, Consultant include an updated cost estimate and schedule so that City staff can review and track the construction budget and timing. Consultant will present the submittal and provide a page turn review of the submittal package. Each submittal will include a progress report addressing updates, design modifications, costs, questions, and comment status.

Consultant will provide technical assistance to the City during the bidding phase, and continued support through the construction phase. To support City staff, Consultant will proactively participate during construction by addressing requests for information, shop drawings, submittals, and change orders. Consultant will also provide construction management services for civil improvements as specified in the scope of work.

As issues or items arise, Consultant will investigate and listen to potential solutions, asking questions along the way, to ensure that they understand the full breadth of the issue so that they may make recommendations, which will take into account the City's budget, schedule, and the overall impacts to the success of the project.

### Urban Greening Grant Requirements

Since this project is majority funded by an Urban Greening Grant through the California Natural Resources Agency, Consultant services as proposed shall support the overall goals and deliverables of the Watsonville Slough Connector Trail Project as specified below. However, design development shall also be consistent with the Ramsay Park Master Plan. Consultant shall review the specific requirements of the Urban Greening Grant for Ramsay Park.

- a. Working with staff Consultant can review the required filing and administrative procedures.
- b. These steps and any tasks, preparation and pre-review can be included in the project schedule.
- c. All of the grant deliverable items proposed to be included in the improvements needs to be reviewed. Level of detail, quantity or explanations of each program element need to be understood so that they are included in the plans specifically as presented based on the grant award. City staff will provide direction on scope and grant deliverables during design

development.

d. Consultant services as proposed will include support of the grant administrative requirements, however grant administrative services are not included in the scope of work and it is expected that the City will provide these services. Consultant can provide the services of a Grant Specialist if needed.

Consultant understands The Watsonville Slough Connector Trail Project (WSCTP) shall be designed to maximize community use through active transportation and recreational trails and connections to more regional trails and transportation networks, improve the environmental character of the park, and provide essential environmental benefits to the park such as stormwater capture, water quality improvement, carbon sequestration, air pollution reduction, and habitat enhancement.

Project activity shall enhance the park through planting 150 large stature tree and installing approx. 22 rain gardens/stormwater management systems. An approx. ¼ mile segment of the trail shall be designed to activate a completely unused space. Additionally, existing space that is barren shall be enhanced with drought tolerant landscapes around the park. A grant approved plant palette shall be provided by the City and reviewed with the Consultant. Desired design and implementation of Habitat Restoration components to enhance an existing ¼ mile trail along Watsonville Slough through invasive plant removal and native California plantings shall be clearly explained by the City and Watsonville Wetlands Watch throughout design development. This project is also intended to complement a separate Urban Forestry Project through which many trees have recently been planted throughout the City including at Ramsay Park.

The grant deliverables include the development of approx.6 miles of buffered Class IV bike lanes and pedestrian safety improvements on Harkins Slough Rd., however these elements are not included in the Consultant's scope of work and design and implementation of these elements will be managed independently by the City's Traffic Division. The City Traffic Engineer shall be available for consultation on related elements of the Consultant's design if needed.

Vegetated rain gardens in drainage areas and sunken tree wells in parking lots shall be installed to treat stormwater in a purposeful demonstration of how surface pollutants can be treated with the natural processes of plant bio-filtration before entering drain inlets. The hilly topography of the Park often results in accelerated erosion issues and so the proposed landscaping and rain gardens shall be designed to slow and mitigate the movement of sediment into the system. Additionally, an existing stormwater treatment wetland that serves as the central collection basin for the park shall be enhanced with native plants to treat stormwater before it enters the slough system and an overlook dock will built off the slough trail for utilization by the park's Nature Center and trail users. Finally, wayfinding signs and interpretive aids shall be installed in strategic locations to highlight the purpose and benefits of the project's design elements within the context of the ecological importance to the Watsonville Slough. The multiple benefit achieving enhancements are intended to transform a large portion of the green space in the Watsonville Slough/Ramsay Park Corridor for the community to enjoy.

The grant deliverables to be incorporating into the project design by the selected firm are as follows:

**Create approximately .32 miles of pedestrian facilities by installing approximately:**

- 2050 linear feet of wood railing
- 4978 square feet of sidewalk improvements
- 4 ADA Ramps
- 8650 square feet of trail slurry seal

- 1350 tons trail aggregate base
- Parking lot / court re-surfacing

**Stormwater management systems to treat stormwater before entering slough system. Install approx.:**

- 7 Rain Gardens
- 15 sunken tree wells
- 1 wetland overlook dock

**Enhance unused and barren space within park and along trails with drought tolerant landscaping by installing approximately:**

- 1 riparian enhancement through invasive plant removal, tree pruning, and native habitat restoration landscaping within 1.3 acres
- 150 15-gallon trees with stakes
- 500 five-gallon understory plants
- 800 one-gallon understory plants
- 300 cu yards of soil and mulch

**Signage for educational and wayfinding purposes. Install approximately:**

- 30 wayfinding signs
- 3 interpretive signs
- 1 project sign
- 1 funding acknowledgement sign

## SCOPE OF WORK

The following approach is a detailed scope of services for completing the 30% schematic design, design development, construction documentation, bidding, and construction support outlined for the Slough Connector Trail at Ramsay Park Project for the City of Watsonville.

### PHASE 1: 30% SCHEMATIC DESIGN

**A. Project Start-up:**

1. Establish files and in-house documentation.
2. Receive all available data, maps, reports, etc.
3. Obtain City documents relating to the site and other requirements, standards, and regulations for development of the facilities.
4. Coordinate the topographic survey and geotechnical reports and information with the City.

**B. Kick-Off Meeting:**

1. Meet with City staff to determine the project intent, scope, project budget, and timetable.
2. Identification of roles and responsibilities of consultant team and City staff.
3. Review the existing site plan, proposed park improvements, and steps toward input, consensus and development of the design process.
4. Review or develop the project's goals and objectives with staff.
5. Review proposed new amenities.
6. Review the draft schedule submitted with the proposal and coordinate updates and adjustments for each phase of the design process and any other public hearings, building department review or Council involvement with City calendar.

**C. Site and Data Review:**

1. Review assembled project data, as-builts, and historical information.
2. Review City codes, ordinances, standards, and policies pertaining to project design.
3. Review and record utility information related to electrical, sewer, communications, irrigation, and storm drainage.
4. Setup the site topographic survey.

5. Review the geotechnical investigation and report.
6. Review management and maintenance practices and concerns with City staff.
7. Site visit to review prepared survey, perform visual analysis and become familiar with existing conditions and constraints. We recommend walking the site with City staff to review conditions and known issues or constraints.
8. Review existing trees with City Arborist for health and development restrictions.

**D. Prepare and submit 30% schematic design documents, including drawings, and other necessary documents. Schematic Design development shall include the preliminary design for the desired program related to the existing conditions.**

1. The plans include the following:
  - a. Cover sheet
  - b. Existing Conditions Plans
  - c. Demolition Plans
  - d. Grading Plans
  - e. Drainage / Utility Plans
  - f. Drainage Calculations
  - g. Layout Plans
  - h. Materials and Detail Reference Plans
  - i. Irrigation Plans
  - j. Planting Plans
  - k. Construction Details and Enlargements
  - l. Irrigation and Planting Details
  - m. Signage Plans
  - n. Structural Plans
2. Supporting documentation includes drainage calculations, cost estimates, catalog cut sheets, and product literature. Submit two (2) copies of the 30% plans and technical specifications, and PDF copies of each on a flash drive.
3. Meet with City staff twice to review comments on the submittal. Revise plans specifications and cost estimate, as necessary, to reflect City comments and directions.
4. Project administration and coordination of all team members.

## **PHASE 2 – CONSTRUCTION DOCUMENTS**

**A. Upon approval of the project requirements, and the agreement between City and Consultant on the design concept and scope, the Consultant shall develop design development and construction documents.**

**B. Prepare and submit 60% design and construction documents, including drawings, technical specifications, calculations, and other necessary documents. Design development/construction documents shall include all elements of the project, including, but not limited to, civil, traffic control, landscaping, and stormwater management.**

1. The plans include the following:
  - a. Cover sheet
  - b. Existing Conditions Plans
  - c. Erosion and Sediment Control Plan
  - d. Demolition Plans
  - e. Grading Plans
  - f. Drainage/Utility Plans
  - g. Drainage Calculations
  - h. Layout Plans
  - i. Materials and Detail Reference Plans
  - j. Irrigation Plans
  - k. Planting Plans
  - l. Construction Details and Enlargements
  - m. Irrigation and Planting Details
  - n. Signage Plans

o. Structural Plans

**C. Supporting documentation includes drainage calculations, cost estimates, catalog cut sheets, and product literature. Submit two (2) copies of the 60% plans and technical specifications, and PDF copies of each on a flash drive**

**D. Meet with City staff to review comments on the submittal. Revise plans specifications and cost estimate, as necessary, to reflect City comments and directions.**

**E. Prepare and submit 95% design and construction documents based on the City's 60% submittal review comments. The same review and revision process described above for the 60% submittal shall repeat for the 95% submittals. Submit 95% plans to the building department for review.**

**F. Prepare and submit 100% design/construction documents based on the City's 95% submittal review comments.**

**G. Project administration and coordination of all team members.**

### **BIDDING SUPPORT**

1. Develop bid documents and forms.
2. Attend pre-bid meeting.
3. Assist the City, as required, in responding to bidders' inquiries, requests for clarifications, and addenda during bidding.
4. Evaluate bid results.

### **CONSTRUCTION SUPPORT**

1. Attend pre-con meeting.
2. Review and approve shop drawings and submittals in a timely manner.
3. Assist staff with RFI responses and maintain an RFI log.
4. Provide field directives for supplement direction.
5. Assist the City in evaluating any necessary contract change orders.
6. Attend 18 - construction meetings, provide site visits to review construction and provide a punch list.
7. Review and process payment requests.
8. Review as-built plans, O&M documents, and warranty items.
9. Project closeout with City, contractor, and team.

### **ADDITIONAL OPTIONAL SERVICES**

1. Access Plans for the improvement plans.
2. Provide SWPPP QSD services and NOI for California Permit.
3. Provide irrigation water use calculations on a plan sheet.
4. Assist the City with presentation materials for a Regular Council Meeting for approval of the plans to move forward to bidding.
5. Electrical services to provide: electrical engineering design, data connection, etc.

### **SPECIAL PROVISIONS**

Services or information required from the City:

1. Site topographical survey.
2. Geotechnical report.
3. Improvement plans for utilities servicing the site.
4. Any new development plans that may be related to the project site.
5. Applicable City standards and guidelines.
6. Digital files of City specifications and electronic title block.
7. Geotechnical testing during construction.
8. Bid set copies for project team.
9. Arborist consultation.

Without attempting to be all-inclusive, and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed.
2. Off-site improvements – streets, traffic lights and utility runs.
3. Additional renderings or presentations beyond what is included in the scope of work.



4. 3D graphics.
5. Design for areas not identified in the project understanding.
6. Site topographical survey.
7. Geotechnical report and testing during construction.
8. Underground utility surveys.
9. Permit fees associated with the project.
10. Testing required during construction.
11. Pump or well design.
12. Separate bid packages, phasing, or construction sequences implementation beyond what is proposed.
13. Pre-fab or manufacturer's stamped and engineered plans and costs.

## **PROPOSED DELIVERABLES**

### **PHASE 1: 30% SCHEMATIC DESIGN**

- A. Project schedule**
- B. 30% Schematic Design submittal package two (2) hard copies and PDF format files**
- C. Plans and cost estimate**
- D. Drainage calculations**
- E. Catalogue cut sheets and product literature**

### **PHASE 2: CONSTRUCTION DOCUMENTS**

- A. 60% Design Development submittal package two (2) hard copies and PDF format files**
  - 1. Plans, specifications, and cost estimate
- B. Drainage calculations**
- C. Catalogue cut sheets and product literature**
- D. 95% Construction Documents submittal package – two (2) hard copies and PDF format files**
  - 1. Plans, specifications, and cost estimate
- E. Final 100%/Bid submittal package - one (1) wet signed hard copy set and one (1) set of digital format files**
  - 1. Plans, specifications, and cost estimate

## **BIDDING & CONSTRUCTION SUPPORT**

- A. Responses to bidder requests for information**
- B. Responses to contractor requests for information**
- C. Submittal and shop drawing review responses**
- D. Site observation reports**

## **VALUE ADDED SERVICES FOR BIDDING & CONSTRUCTION SUPPORT**

The following value-added services are based on the city's request to include additional Construction management for the hardscape / civil portions of the project that includes:

LID/stormwater management features, retaining walls, railing, sidewalks, trails, ADA ramps, overlook dock, (assume city provides a project manager to oversee entire project and manage construction/installation of trees, landscaping, irrigation, habitat restoration, and signage in conjunction with the construction admin. services already proposed.)

A. Additional Allowance for Construction Management and Observation services for hardscape and civil construction components beyond that identified in the above Scope of Work and Cost Proposal on a Time & Materials basis to supplement limited city staff availability. Due to uncertainty around what total staff needs are for completing each task, we look at bid and construction support phases as being on-call to the needs of our client and project.

1. For the Verde Design Services to support this effort, we would look at four of the five month construction period being more focused on these types of improvements. At an additional 12 hours a week for 16 weeks, that would be an increase of up to \$40,000,

on a time and materials basis. Consultant would provide observations daily or as needed. Several of our team members, Mike Hiddleston, Corbin Schneider, Derek McKee and Bill Drulias are available for site visits during the Ramsay Park Construction Phase.

2. For Mesiti-Miller Engineer's support of this work, Consultant recommends \$10,000 on a time and material basis.
3. The above services due not included inspection services, however, this can be provided through sub-consultants in-lieu of a portion of the Value Added Services included above to accommodate the project budget.
4. Verde will consult frequently with the City's Project Manager to review project tasks, consultant needs, and overall process and modify/adjust these services accordingly.

## 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:

#### PROJECT SCHEDULE

Consultant has prepared the following draft schedule for this project based on the tasks, notice to proceed date, and preliminary schedule included in the RFP. The following schedule is revised to account for delays in the selection process.

At the kick-off meeting, Consultant will review the overall project scope, schedule, identify critical path items, discuss any project constraints, confirm milestones events, and prepare a draft project schedule for consideration. This schedule will include such items as submittal dates, review meetings, bid and construction milestones.

For us to commence work on the 30% submittal, we should have the survey and geotech work completed and filed.

In order to meet the schedule for construction starting in Spring of 2020, Consultant plans to kick off the project and get moving at a good pace. During the 30% submittal phase Consultant will meet twice with City staff to review progress, answer questions, and coordinate the engineering and design. Consultant then plans to get the next two submittals completed in the remainder of 2019 and submit the 95% in early January 2020.

Staff reviews for the construction document submittals are included. Consultant plans on one (1) week for the 30% submittal and two (2) weeks for the 60% and 95%. Consultant has not included a building department review and will need to determine if that is necessary and the duration.

Consultant knows this project is important to City Council and can assist in that presentation to go to bidding or award of the construction bid. This milestone is not included and we can coordinate with staff where or when it should occur.

This schedule would get on track to bid the project starting in February and have the bid opening in March. Consultant believes this is the best time, if not earlier in the year, to bid a site improvement project. Having the construction start in April should be a benefit for drier weather and site conditions.

Based on the project scope as outlined, Consultant sees the project taking approximately five months of construction to complete to substantial completion. Landscape maintenance periods would be longer.

PHASE / TASK	SEQUENCING & DURATION
• Project Start	10/14/19
• KO Meeting	10/14/19
• Site Visit, Analysis, Utility Review & CAD Base	10/14 - 10/18/19
30% Construction Documents	
• Design & Engineering	10/21 – 11/1/2019
• Staff Review Meeting	10/25/19
• Staff Review Meeting	11/1/19

<ul style="list-style-type: none"> <li>• Staff review of submittal</li> </ul>	11/04 – 11/08/19
60% Construction Documents	
<ul style="list-style-type: none"> <li>• Design &amp; Engineering</li> </ul>	11/11/19 – 12/5/19
<ul style="list-style-type: none"> <li>• Staff Review Meeting</li> </ul>	12/6/19
<ul style="list-style-type: none"> <li>• Staff review of submittal</li> </ul>	12/9 – 12/13/19
95% Construction Documents	
<ul style="list-style-type: none"> <li>• Design &amp; Engineering</li> </ul>	12/16/19 – 1/15/20
<ul style="list-style-type: none"> <li>• Staff Review Meeting</li> </ul>	1/16/20
<ul style="list-style-type: none"> <li>• Staff review of submittal</li> </ul>	1/17 – 1/24/20
<ul style="list-style-type: none"> <li>• 100% Construction Documents</li> </ul>	1/24 – 2/7/20
<ul style="list-style-type: none"> <li>• Bid Period</li> </ul>	2/10 – 3/13/20
<ul style="list-style-type: none"> <li>• Bid Opening</li> </ul>	3/10/20
<ul style="list-style-type: none"> <li>• Award</li> </ul>	3/16 - 4/24/20
<ul style="list-style-type: none"> <li>• Construction</li> </ul>	4/27 - 10/9/20

## EXHIBIT "C"

### COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$303,116.00

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.

Consultant proposes the following preliminary fee, based on the entire project scope understanding and approach identified. Please see the following fee worksheet that outlines the scope of service tasks with hourly rates and time estimates for each of the tasks of work based on our understanding of the project.

### PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following fee, including all reasonable reimbursable expenses that are outlined to be included in the project. The detailed cost proposal is developed to be all-inclusive. If selected to perform the professional services for the City of Watsonville, then Consultant would review project tasks, consultant needs, and overall process to update and modify/adjust the professional compensation accordingly.

Task 1 - 30% Submittal Package	\$55,690.00
Task 2 - 60% Submittal Package	\$52,757.50
Task 3 - 95% Submittal Package	\$47,586.00
Task 4 - 100% Submittal Package	\$19,242.50
Task 5 - Bidding Services	\$7,165.00
Task 6 - Construction Services	\$47,310.00
<b>SubTotal</b>	<b>\$229,751.00</b>

**Optional Services:**

<b>1 - Accessibility Plan</b>	<b>\$ 1,780.00</b>
<b>2 - SWPPP Permit - QSD Services</b>	<b>\$ 4,860.00</b>
<b>3 - Irrigation Water Use Calculation Plan</b>	<b>\$ 1,400.00</b>
<b>4 - City Council Presentation &amp; Materials</b>	<b>\$ 2,465.00</b>
<b>5 - Electrical Services - (Electrical, Telephone &amp; Data)</b>	<b>\$12,860.00</b>

<b>Value Added Services for Construction Support:</b>	<b>\$50,000.00</b>
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<b>Grand Total Not to Exceed:</b>	<b>\$303,116.00</b>
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# Cost Proposal

Verde Design

Date: August 28, 2019

PROJECT: Watsonville Slough Connector Trail Project at Ramsay Park

CLIENT: City of Watsonville

PROJECT NUMBER: 19151001929M

TASKS	DAN JC	\$135.00	RAJE PD	\$140.00	BILL DOD	\$190.00	CORBIN SPM	\$210.00	MIKE H CM	\$210.00	JAMIE PE	\$165.00	DEREK PIC	\$225.00	Verde Total Fees	Mesiti-Miller Engineers Structural	ACEE - Electrical	Signage - Arrow & Pannier or Izone	TOTAL FEES
<b>30% Submittal</b>																			
1 Establish Files & Admin. Procedures		\$0.00	1.0	\$140.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$350.00				\$350.00
2 KO meeting and Site Walk		\$0.00	5.0	\$700.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00	3.0	\$675.00	\$2,215.00				\$2,215.00
3 Existing Utilities Review		\$0.00	2.0	\$280.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$700.00				\$700.00
4 Site Topographical Setup		\$0.00	2.0	\$280.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$385.00				\$385.00
5 Geotechnical Investigation Report Review & Coordination		\$0.00	1.0	\$140.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00	1.0	\$225.00	\$575.00				\$575.00
6 Project Schedule		\$0.00		\$0.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$210.00				\$210.00
7 Review City, Utility and Consultant Data		\$0.00	3.0	\$420.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$840.00				\$840.00
8 Site Analysis Coord. With Proposed Program	6.0	\$810.00	4.0	\$560.00	4.0	\$760.00	3.0	\$630.00		\$0.00		\$0.00	1.0	\$225.00	\$2,985.00				\$2,985.00
9 30% Submittal		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00				\$0.00
Cover Sheet	3.0	\$405.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$510.00				\$510.00
Existing Conditions Plan	3.0	\$405.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$510.00				\$510.00
Demolition Plan	4.0	\$540.00	4.0	\$560.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$1,205.00				\$1,205.00
Grading Plan	6.0	\$810.00	5.0	\$700.00	5.0	\$950.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,670.00				\$2,670.00
Drainage and Utility Plan	6.0	\$810.00	4.0	\$560.00	4.0	\$760.00	1.0	\$210.00		\$0.00	2.0	\$330.00		\$0.00	\$2,670.00				\$2,670.00
Drainage Calculations & C-3 Plan	6.0	\$810.00	2.0	\$280.00	4.0	\$760.00	1.0	\$210.00		\$0.00	2.0	\$330.00		\$0.00	\$2,390.00				\$2,390.00
Layout Plan	4.0	\$540.00	3.0	\$420.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$1,170.00				\$1,170.00
Material/Detail Reference Plan	8.0	\$1,080.00	6.0	\$840.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$2,340.00				\$2,340.00
Enlargement Plan	6.0	\$810.00	6.0	\$840.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$2,070.00				\$2,070.00
Irrigation Plan	5.0	\$675.00		\$0.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,515.00				\$1,515.00
Planting Plan	5.0	\$675.00		\$0.00	4.0	\$760.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$1,645.00				\$1,645.00
Construction Details	6.0	\$810.00	6.0	\$840.00	1.0	\$190.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,050.00				\$2,050.00
Signage Plans	2.0	\$270.00	2.0	\$280.00	2.0	\$380.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$1,350.00				\$1,350.00
Structural Plans	2.0	\$270.00	2.0	\$280.00	2.0	\$380.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$1,350.00	\$5,000.00		\$4,500.00	\$10,850.00
10 Cost Estimate		\$0.00	4.0	\$560.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00	0.5	\$112.50	\$882.50				\$882.50
11 Cut Sheets	3.0	\$405.00	3.0	\$420.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00	0.5	\$112.50	\$1,042.50				\$1,042.50
12 Redline and Review Quality Control	3.0	\$405.00	3.0	\$420.00	3.0	\$570.00	3.0	\$630.00		\$0.00		\$0.00	3.0	\$675.00	\$2,700.00				\$2,700.00
13 Submittal Preparation and Coordination	2.0	\$270.00	2.0	\$280.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$760.00				\$760.00
14 Review meeting with City (2)		\$0.00	10.0	\$1,400.00		\$0.00	8.0	\$1,680.00		\$0.00		\$0.00	6.0	\$1,350.00	\$4,430.00				\$4,430.00
15 Project Administration	2.0	\$270.00	5.0	\$700.00		\$0.00	5.0	\$1,050.00		\$0.00		\$0.00	2.0	\$450.00	\$2,470.00				\$2,470.00
Reimbursables															\$2,200.00				\$2,200.00
<b>SUBTOTAL:</b>	<b>82.0</b>	<b>\$11,070.00</b>	<b>85.0</b>	<b>\$11,900.00</b>	<b>29.0</b>	<b>\$5,510.00</b>	<b>52.5</b>	<b>\$11,025.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>4.0</b>	<b>\$660.00</b>	<b>17.0</b>	<b>\$3,825.00</b>	<b>\$46,190.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>	<b>\$55,690.00</b>
<b>60% Submittal Package</b>																			
1 Design Team Meeting to Review City's Direction	1.0	\$135.00	2.0	\$280.00	1.0	\$190.00	2.0	\$420.00		\$0.00		\$0.00	0.5	\$112.50	\$1,137.50				\$1,137.50
2 Update Base Plan as per Approved Concept		\$0.00	2.0	\$280.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$490.00				\$490.00
Cover Sheet	2.0	\$270.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$375.00				\$375.00
Existing Conditions Plan	2.0	\$270.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$375.00				\$375.00
Erosion & Sediment Control Plan	2.0	\$270.00	4.0	\$560.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$935.00				\$935.00
Demolition Plan	4.0	\$540.00	4.0	\$560.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$1,205.00				\$1,205.00
Grading Plan	8.0	\$1,080.00	6.0	\$840.00	5.0	\$950.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$3,080.00				\$3,080.00
Drainage and Utility Plan	8.0	\$1,080.00	4.0	\$560.00	4.0	\$760.00	1.0	\$210.00		\$0.00	2.0	\$330.00		\$0.00	\$2,940.00				\$2,940.00
Drainage Calculations & C-3 Plan	6.0	\$810.00	2.0	\$280.00	2.0	\$380.00	1.0	\$210.00		\$0.00	2.0	\$330.00		\$0.00	\$2,010.00				\$2,010.00
Layout Plan	4.0	\$540.00	4.0	\$560.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$1,310.00				\$1,310.00
Material/Detail Reference Plan	8.0	\$1,080.00	6.0	\$840.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,130.00				\$2,130.00
Enlargement Plan	8.0	\$1,080.00	6.0	\$840.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,130.00				\$2,130.00



Verde Design

Date: August 28, 2019

PROJECT: Watsonville Slough Connector Trail Project at Ramsey Park

CLIENT: City of Watsonville

PROJECT NUMBER: 19151001929M

TASKS	DAN JC	\$135.00	RAJE PD	\$140.00	BILL OGD	\$190.00	CORBIN SPM	\$210.00	MIKE H CM	\$210.00	JAMIE PE	\$165.00	DEREK PIC	\$225.00	Verde Total Fees	Messli-Miller Engineers Structural	ACES - Electrical	Signage - Arrow & Pannier or Issue	TOTAL FEES
Irrigation Plan	6.0	\$810.00	4.0	\$560.00		\$0.00	3.0	\$630.00		\$0.00		\$0.00		\$0.00	\$2,000.00				\$2,000.00
Planting Plan	6.0	\$810.00		\$0.00	4.0	\$760.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$1,780.00				\$1,780.00
Construction Details	6.0	\$810.00	6.0	\$840.00	2.0	\$380.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,240.00				\$2,240.00
Signage Plans	2.0	\$270.00	2.0	\$280.00	2.0	\$380.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$1,350.00			\$6,000.00	\$7,350.00
Structural Plans	2.0	\$270.00	2.0	\$280.00	2.0	\$380.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$1,350.00	\$8,250.00			\$9,600.00
3 Project Specifications (Div. II)		\$0.00	2.0	\$280.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00	1.0	\$225.00	\$1,365.00				\$1,365.00
4 Cost Estimate		\$0.00	4.0	\$560.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00	0.5	\$112.50	\$882.50				\$882.50
5 Cut Sheets	3.0	\$405.00	3.0	\$420.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00	0.5	\$112.50	\$1,042.50				\$1,042.50
6 Redline and Review Quality Control	3.0	\$405.00	3.0	\$420.00	3.0	\$570.00	3.0	\$630.00		\$0.00		\$0.00	3.0	\$675.00	\$2,700.00				\$2,700.00
7 Submittal Preparation and Coordination	2.0	\$270.00	2.0	\$280.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$760.00				\$760.00
8 Review meeting with City (1)		\$0.00	5.0	\$700.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,540.00				\$1,540.00
9 Project Administration		\$0.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,400.00				\$1,400.00
Reimbursables															\$2,000.00				\$2,000.00
<b>SUBTOTAL:</b>	<b>83.0</b>	<b>\$11,205.00</b>	<b>77.0</b>	<b>\$10,780.00</b>	<b>25.0</b>	<b>\$4,750.00</b>	<b>37.5</b>	<b>\$7,875.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>4.0</b>	<b>\$660.00</b>	<b>5.5</b>	<b>\$1,237.50</b>	<b>\$38,507.50</b>	<b>\$8,250.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$52,757.50</b>

95% Submittal Package

1 Review Submittal Comments from City	1.0	\$135.00	2.0	\$280.00	1.0	\$190.00	2.0	\$420.00		\$0.00		\$0.00	0.5	\$112.50	\$1,137.50				\$1,137.50
Cover Sheet	2.0	\$270.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$375.00				\$375.00
Existing Conditions Plan	2.0	\$270.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$375.00				\$375.00
Erosion & Sediment Control Plan	2.0	\$270.00		\$0.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$375.00				\$375.00
Demolition Plan	4.0	\$540.00	4.0	\$560.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$1,205.00				\$1,205.00
Grading Plan	8.0	\$1,080.00	8.0	\$1,120.00	3.0	\$570.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,980.00				\$2,980.00
Drainage and Utility Plan	8.0	\$1,080.00	6.0	\$840.00	2.0	\$380.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00	\$2,510.00				\$2,510.00
Drainage Calculations & C-3 Plan	4.0	\$540.00	2.0	\$280.00	3.0	\$570.00	1.0	\$210.00		\$0.00	3.0	\$495.00		\$0.00	\$2,095.00				\$2,095.00
Layout Plan	5.0	\$675.00	5.0	\$700.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$1,480.00				\$1,480.00
Material/Detail Reference Plan	8.0	\$1,080.00	8.0	\$1,120.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$2,305.00				\$2,305.00
Enlargement Plan	8.0	\$1,080.00	8.0	\$1,120.00		\$0.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$2,305.00				\$2,305.00
Irrigation Plan	4.0	\$540.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,940.00				\$1,940.00
Planting Plan	4.0	\$540.00		\$0.00	2.0	\$380.00	0.5	\$105.00		\$0.00		\$0.00		\$0.00	\$1,025.00				\$1,025.00
Construction Details	6.0	\$810.00	6.0	\$840.00	2.0	\$380.00	3.0	\$630.00		\$0.00		\$0.00		\$0.00	\$2,660.00				\$2,660.00
Signage Plans	\$0.00	1.0	\$140.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00		\$350.00			\$2,000.00	\$2,350.00
Structural Plans	\$0.00	1.0	\$140.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00		\$0.00		\$350.00	\$11,000.00			\$11,350.00
2 Project Specifications (Div. II)		\$0.00		\$0.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00	1.0	\$225.00	\$1,071.00				\$1,071.00
3 Cost Estimate		\$0.00	4.0	\$560.00		\$0.00	1.0	\$210.00		\$0.00		\$0.00	0.5	\$112.50	\$882.50				\$882.50
4 Redline and Review Quality Control	3.0	\$405.00	3.0	\$420.00		\$0.00	3.0	\$630.00	3.0	\$630.00	3.0	\$495.00	3.0	\$675.00	\$3,255.00				\$3,255.00
5 Submittal Preparation and Coordination	2.0	\$270.00	2.0	\$280.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$970.00				\$970.00
6 Review Meeting with City (1)		\$0.00	5.0	\$700.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,540.00				\$1,540.00
7 Project Administration		\$0.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,400.00				\$1,400.00
Reimbursables															\$2,000.00				\$2,000.00
<b>SUBTOTAL:</b>	<b>71.0</b>	<b>\$9,591.00</b>	<b>73.0</b>	<b>\$10,220.00</b>	<b>13.0</b>	<b>\$2,470.00</b>	<b>26.0</b>	<b>\$7,560.00</b>	<b>3.0</b>	<b>\$630.00</b>	<b>6.0</b>	<b>\$990.00</b>	<b>5.0</b>	<b>\$1,125.00</b>	<b>\$34,586.00</b>	<b>\$11,000.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>	<b>\$47,586.00</b>

100% Submittal Package

1 Review 95% Submittal Comments	1.0	\$135.00	2.0	\$280.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00	0.5	\$112.50	\$947.50				\$947.50
2 Revisions to Plans, Specifications and Estimate	12.0	\$1,620.00	15.0	\$2,100.00	3.0	\$570.00	6.0	\$1,260.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$6,280.00	\$4,950.00		\$1,200.00	\$12,480.00
3 Redline and Review Quality Control		\$0.00	2.0	\$420.00	3.0	\$570.00	2.0	\$420.00		\$0.00		\$0.00	2.0	\$675.00	\$2,295.00				\$2,295.00
4 Submittal Preparation and Coordination	2.0	\$270.00	2.0	\$280.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$970.00				\$970.00



Verde Design

Date: August 28, 2019

PROJECT: Watsonville Slough Connector Trail Project at Ramsey Park

CLIENT: City of Watsonville

PROJECT NUMBER: 19151001929M

TASKS	DAN JC	\$135.00	RAJE PD	\$140.00	BILL DOD	\$190.00	CORBIN SPM	\$210.00	MIKE H CM	\$210.00	JAMIE PE	\$165.00	DEREK PIC	\$225.00	Verde Total Fees	Merill-Miller Engineers Structural	ACEE - Electrical	Signage - Arrow & Pannier or Note	TOTAL FEES
5 Project Administration		\$0.00	3.0	\$420.00		\$0.00	3.0	\$630.00		\$0.00		\$0.00		\$0.00	\$1,050.00				\$1,050.00
Reimbursables															\$1,900.00				\$1,900.00
<b>SUBTOTAL:</b>	<b>15.0</b>	<b>\$2,025.00</b>	<b>25.0</b>	<b>\$3,500.00</b>	<b>6.0</b>	<b>\$1,140.00</b>	<b>16.0</b>	<b>\$3,360.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>2.0</b>	<b>\$330.00</b>	<b>5.5</b>	<b>\$1,237.50</b>	<b>\$13,092.50</b>	<b>\$4,950.00</b>	<b>\$0.00</b>	<b>\$1,200.00</b>	<b>\$19,242.50</b>
<b>BIDDING SERVICES</b>																			
1 Develop Bid Documents and Forms		\$0.00	2.0	\$280.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,120.00				\$1,120.00
2 Amend Pre-Bid Meeting		\$0.00		\$0.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$840.00				\$840.00
3 Answer Questions & Issues from Contractors		\$0.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,400.00			\$500.00	\$1,900.00
4 Prepare Addenda		\$0.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,400.00	\$500.00			\$1,900.00
5 Perform Bid Evaluations		\$0.00		\$0.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00	1.0	\$225.00	\$645.00				\$645.00
6 Project Administration		\$0.00	1.0	\$140.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$560.00				\$560.00
Reimbursables															\$200.00				\$200.00
<b>SUBTOTAL:</b>	<b>0.0</b>	<b>\$0.00</b>	<b>11.0</b>	<b>\$1,540.00</b>	<b>6.0</b>	<b>\$0.00</b>	<b>20.0</b>	<b>\$4,200.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>1.0</b>	<b>\$225.00</b>	<b>\$6,165.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$7,165.00</b>
<b>CONSTRUCTION SERVICES</b>																			
1 Pre-Construction Meeting		\$0.00		\$0.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$840.00				\$840.00
2 Review/Process Payment Requests		\$0.00	2.0	\$280.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,120.00				\$1,120.00
3 Shop Drawings and Submittal Review	15.0	\$2,025.00	12.0	\$1,680.00		\$0.00	8.0	\$1,680.00		\$0.00		\$0.00		\$0.00	\$5,385.00	\$2,000.00		\$400.00	\$7,785.00
4 RF Responses & Log	12.0	\$1,620.00	10.0	\$1,400.00		\$0.00	8.0	\$1,680.00		\$0.00		\$0.00		\$0.00	\$4,700.00	\$2,000.00		\$400.00	\$7,100.00
5 Field Directives	8.0	\$1,080.00	8.0	\$1,120.00		\$0.00	8.0	\$1,680.00		\$0.00		\$0.00		\$0.00	\$3,880.00				\$3,880.00
6 Evaluate Change Orders		\$0.00	2.0	\$280.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00	1.0	\$225.00	\$1,345.00				\$1,345.00
7 Construction Meetings, Site Visits & Punch List (18)		\$0.00	12.0	\$1,680.00		\$0.00	72.0	\$15,120.00	12.0	\$2,520.00		\$0.00		\$0.00	\$19,320.00	\$1,500.00			\$20,820.00
8 Project Closeout - As-Builts & Warranties		\$0.00	6.0	\$840.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,680.00				\$1,680.00
9 Project Administration	4.0	\$540.00	4.0	\$560.00		\$0.00	4.0	\$840.00	2.0	\$0.00		\$0.00		\$0.00	\$1,940.00				\$1,940.00
Reimbursables															\$800.00				\$800.00
<b>SUBTOTAL:</b>	<b>39.0</b>	<b>\$5,265.00</b>	<b>36.0</b>	<b>\$7,840.00</b>	<b>6.0</b>	<b>\$0.00</b>	<b>116.0</b>	<b>\$24,360.00</b>	<b>14.0</b>	<b>\$2,520.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>1.0</b>	<b>\$225.00</b>	<b>\$41,010.00</b>	<b>\$5,300.00</b>	<b>\$0.00</b>	<b>\$800.00</b>	<b>\$47,310.00</b>
<b>TOTAL SERVICES</b>	<b>290.0</b>	<b>\$39,156.00</b>	<b>327.0</b>	<b>\$45,780.00</b>	<b>73.0</b>	<b>\$13,870.00</b>	<b>278.0</b>	<b>\$58,380.00</b>	<b>17.0</b>	<b>\$3,150.00</b>	<b>16.0</b>	<b>\$2,640.00</b>	<b>35.0</b>	<b>\$7,875.00</b>	<b>\$179,551.00</b>	<b>\$35,200.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$229,751.00</b>
<b>OPTIONAL SERVICES</b>																			
1 Accessibility Plan	8.0	\$1,080.00	2.0	\$280.00		\$0.00	2.0	\$420.00		\$0.00		\$0.00		\$0.00	\$1,780.00				\$1,780.00
2 SWPPP Permit - GSD Services	4.0	\$540.00	6.0	\$840.00		\$0.00	4.0	\$840.00		\$0.00	16.0	\$2,640.00		\$0.00	\$4,860.00				\$4,860.00
3 Irrigation Water Use Calculation Plan		\$0.00	4.0	\$560.00		\$0.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$1,400.00				\$1,400.00
4 City Council Presentation & Materials		\$0.00	4.0	\$560.00		\$0.00	8.0	\$1,680.00		\$0.00		\$0.00	1.0	\$225.00	\$2,465.00				\$2,465.00
5 Electrical Services - TBD (Electrical, Telephone & Data)	8.0	\$1,080.00	4.0	\$560.00	2.0	\$380.00	4.0	\$840.00		\$0.00		\$0.00		\$0.00	\$2,860.00		\$10,000.00		\$12,860.00
<b>SUBTOTAL:</b>	<b>8.0</b>	<b>\$1,080.00</b>	<b>4.0</b>	<b>\$560.00</b>	<b>2.0</b>	<b>\$380.00</b>	<b>4.0</b>	<b>\$840.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>\$2,860.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$23,560.00</b>

## **Hourly Rates**

### **Verde Design, Inc. Charge Rate Schedule Effective until December 31, 2019**

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

#### **Project Rates**

Principal	\$225.00 per hour
Project Manager/Construction Manager	
Level Four	\$210.00 per hour
Level Three	\$190.00 per hour
Level Two	\$165.00 per hour
Level One	\$150.00 per hour
IT Manager	\$165.00 per hour
CAD Manager	\$160.00 per hour
Project Designer	\$140.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$135.00 per hour
Draftsperson Level II	\$120.00 per hour
Draftsperson Level I	\$115.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

#### **Reimbursable Rates**

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

#### **Reimbursable Expenses**

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

**City of Watsonville  
Public Works & Utilities**

**M E M O R A N D U M**



**DATE:** October 3, 2019

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

**FROM:** Steve Palmisano, Director of Public Works and Utilities  
Maria Esther Rodriguez, Assistant Director of Public Works and Utilities  
Adolfo Gonzalez, Traffic Operations Manager

**SUBJECT:** Authorization of a Sole Source Purchase Order for Traffic Signal Detection Hardware for Green Valley Adaptive Traffic Control System in the Amount of \$142,025.

**AGENDA ITEM:** October 8, 2019 **City Council**

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**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution to approve the sole source purchase order of traffic signal video detection hardware for the Green Valley Adaptive Traffic Control System for \$142,025.

**DISCUSSION:**

In March 2017, the City received a grant from the Monterey Bay Unified Air Pollution Control District for \$364,945 with a City matching contribution of \$43,700 to install an adaptive traffic control system on Green Valley Road from Carnation Drive to Harkins Slough Road. This project will improve traffic flow along that corridor, reduce air pollution, and modernize traffic technology to modern standards. The total available budget for this project is \$408,645.

Staff evaluated other video detection systems including Gridsmart, which is currently in use with the Freedom Boulevard Adaptive Traffic Control System. Because of the roadway geometry of Green Valley Road, the Gridsmart video detection system would require additional hardware components and is therefore more expensive than the recommended vendor. The selected video detection system is currently in use along the Airport Boulevard corridor which has a similar roadway geometry as Green Valley Road. This system requires less hardware and is compatible with the adaptive traffic control system. It is therefore the lowest cost alternative.

The selection of this traffic signal video detection system is the best option for implementation of the Green Valley Adaptive Traffic Control system and ensures uniformity

of hardware for the City's traffic signal systems. Additionally, the proposed new system will upgrade the existing traffic signal detection equipment which is also an important component to maintaining the City's aging transportation infrastructure.

Jam Services, Inc. is the only authorized distributor in Northern California of the Iteris Vantage Next and Vantage Vector traffic signal video detection hardware. Vantage Next and Vantage Vector are proprietary systems offered exclusively by Jam Services, Inc. and as such would need to be a sole source procurement.

The purchase would be at a total cost of \$142,025 and includes Vantage Next and Vector Hardware, 4-year warranty on video detection, installation support. Staff recommends that Council approve this sole source purchase order of the video detection system for the Green Valley Adaptive Traffic Control System.

**STRATEGIC PLAN:**

This is consistent with Goal 3 Infrastructure and Environment to maintain our built infrastructure.

**FINANCIAL IMPACT:**

The video detection materials and services will be procured in the amount of \$142,025; this project is included in the current adopted budget (0305 923 7837 14311).

**ALTERNATIVES:**

The City Council can choose not to authorize the purchase order and, due to timing constraints, forfeit the grant for \$364,945.

**ATTACHMENTS:**

None

cc: City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING A PURCHASE ORDER FOR THE SOLE SOURCE PURCHASE WITH J A MOMANEY (JAM) SERVICES, INC., A CORPORATION, FOR TRAFFIC SIGNAL VIDEO DETECTION HARDWARE FOR THE GREEN VALLEY ADAPTIVE TRAFFIC CONTROL SYSTEM, IN AN AMOUNT NOT TO EXCEED \$142,025**

**WHEREAS**, bidding requirements and a reference to procedures for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Section 3-5.07 of the Watsonville Municipal Code and Section 3.2.1 of the City of Watsonville Administrative Rules and Regulations; and

**WHEREAS**, Section 3-5.07 contains three exemptions from the bidding procedure: when an emergency requires that an order be placed with the nearest available source of supply, when the amount involved is less than \$15,000 or when the commodity can be obtained from only one vendor; and

**WHEREAS**, staff evaluated video detection systems from Gridsmart, and Vantage Next and Vantage Vector; and

**WHEREAS**, the traffic signal video detection hardware currently in use along the Airport Boulevard corridor has been determined to be the best option for implementation of the Green Valley Adaptive Traffic Control System; and

**WHEREAS**, purchasing the traffic signal video detection hardware from JAM Services, Inc. is the lowest cost alternative.

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

1. That the purchase order with J A Momaney (JAM) Services, Inc., in an amount not to exceed \$142,025, is hereby authorized.

2. That the Council finds that JAM Services, Inc., is the vendor which can supply this commodity to the City.

3. That the sole source purchase of Vantage Next and Vector hardware, 4-year warranty on video detection, and installation support from JAM Services, Inc., a corporation, is hereby authorized.

4. That the purchasing procedures of Chapter 5 of Title 3 of the Watsonville Municipal Code and Section 3.2.1 of the City of Watsonville Administrative Rules & Regulations be dispensed with, and said purchase be declared to be a sole source purchase pursuant to Section 3-5.07 of the Watsonville Municipal Code and Section 3.2.1 of the City of Watsonville Administrative Rules & Regulations.

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**City of Watsonville  
Municipal Airport**

**M E M O R A N D U M**



**DATE:** October 3, 2019

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

**FROM:** Rayvon Williams, Director of Municipal Airport  
Robert Robertson, Airport Operations Planning Supervisor

**SUBJECT:** Approval of Agreement for the Purchase of Aviation grade Gasoline and Jet "A" fuel and associated Branding Agreement to World Fuel Services, Inc; and Aviation Refueler Vehicle Lease Agreement with Ascent Aviation Group, Inc. (a division of World Fuel Services)

**AGENDA ITEM:** October 8, 2019 **City Council**

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**RECOMMENDATION:** It is recommended that the City Council approve agreements with World Fuel Services, Inc. for the exclusive purchase of all of Watsonville Municipal Airport's Aviation grade gasoline and Jet "A" Fuel, not to exceed 1.25 million gallons over five (5) years, and associated Branding Agreement; and Refueler Lease Agreement with Ascent Aviation Group, Inc. (a division of World Fuel Services) for the five (5) year lease of an aviation refueler vehicle.

**DISCUSSION:** The Municipal Airport sells aviation grade fuel as service congruent with its business model. The fuel types (Aviation gasoline and Jet fuel) can only be used in aircraft and are purchased, stored and subsequently sold to airport tenants, transient customers and fixed based operators (FBOs).

The airport typically annually sells upwards of 150,000 gallons of Aviation grade fuel (AvGas) and 75,000 gallons of Jet fuel.

The Municipal Airport's current fuel supplier contract expired on September 23, 2019. On August 7, 2019 the airport issued requests for proposals to three (3) industry leading suppliers of aviation fuel to provide fuel per airport requirements. The Airport received two proposals from Epic Fuels and World Fuel Services.

Staff reviewed and ranked proposals submitted. Criteria for ranking included items such as product specifications, gasoline prices, delivery methodologies, credit card programs, quality control, advertising/promotional strategies, on-site investments, customer service and company experience.

The World Fuel Services proposal was ranked highest of the two proposals. Staff recommends that the City enter into agreements with World Fuel Services to provide the aviation fuel and fuel branding for services associated with aviation fueling, as identified in the contract. Additionally Staff recommends approval of a five (5) year lease (at \$1.00 per year) of a 5,000 gallon Jet "A" refueler vehicle from Ascent Aviation Group, Inc.

The terms of the agreements are for five (5) years, and require the Airport to purchase at least 1,250,000 gallons over the 5 year term. The agreements automatically renew for a subsequent year should the Airport fail to purchase the 1,250,000 gallons by the first five years. The Airport may terminate the agreements once the minimum requirement is met and gives notice of termination at least 90 days before the end of an additional annual term.

**STRATEGIC PLAN:** This project is consistent with Strategic Plan objectives of improving and maintaining infrastructure.

**FINANCIAL IMPACT:** Funds for aviation grade gasoline and Jet "A" fuel are budgeted in the Airport Division operating budget. The bid price is within the current 2019-2020 expense budget.

**ALTERNATIVES:** City Council could reject all proposals and instruct staff to again solicit proposals. Given the limited number of providers and the increasing trend of aviation fuel prices, staff does not recommend this option as it would most likely result in a higher subsequent fuel cost proposal.

**ATTACHMENTS:**

None

cc: City Attorney



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIVE-YEAR AGREEMENTS WITH WORLD FUEL SERVICES, INC., A CORPORATION, FOR THE PURCHASE OF AVIATION GRADE GASOLINE AND JET "A" FUEL AND BRANDING AGREEMENT FOR SERVICES ASSOCIATED WITH AVIATION FUELING, IN AN AMOUNT NOT TO EXCEED 1.25 MILLION GALLONS FOR FIVE YEARS; AND APPROVAL OF A FIVE YEAR LEASE (AT \$1.00 PER YEAR) OF A 5,000 GALLON JET "A" REFUELER VEHICLE FROM ASCENT AVIATION GROUP, INC., AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS (FUNDING FOR THESE SERVICES WILL BE FUNDED FROM THE AIRPORT ENTERPRISE FUND)**

**WHEREAS**, a Request for Proposals (RFP) was issued on August 7, 2019, for the purchase of aviation grade gasoline and Jet "A" fuel for the Watsonville Municipal Airport; and

**WHEREAS**, the deadline for submittal of Request for Proposals was September 4, 2019; and

**WHEREAS**, City staff ranked the proposals received for the consideration of the City Manager and submission to the City Council; and

**WHEREAS**, the City Manager has recommended that the proposal from World Fuel Services, Inc., a corporation, in an amount not to exceed 1.25 million gallons for five years, be accepted as the best response.

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

1. That the proposal of World Fuel Services, Inc., a corporation, in an amount not to exceed 1.25 million gallons for five years, is hereby accepted.
2. That the five-year Fuel Supply Agreement and Branding Agreement for services associated with aviation fueling, between the City of Watsonville and World Fuel Services, Inc., a corporation, for the purchase of aviation grade gasoline and Jet "A" fuel for

the Watsonville Municipal Airport, copies of which Agreements are attached hereto and incorporated herein by this reference, are fair and equitable and are hereby ratified and approved.

3. That the five-year Refueler Lease Agreement between the City of Watsonville and Ascent Aviation Group, Inc., (a division of World Fuel Services, Inc.), for the lease of a 5,000 gallon Jet "A" refueler vehicle (at \$1.00 per year), a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

4. That the City Manager be and is hereby authorized and directed to execute the Agreements for and on behalf of the City.

5. That all other proposals are hereby rejected.

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## **FUEL SUPPLY AGREEMENT**

**THIS FUEL SUPPLY AGREEMENT** (this "Agreement") is made and entered into this 1st day of October, 2019 (the "Effective Date") by and between **CITY OF WATSONVILLE** ("Customer"), a California municipality located at 250 Main Street, Watsonville, CA 95076 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41<sup>st</sup> Street, Miami, FL 33178.

### **WITNESSETH:**

**WHEREAS**, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

**WHEREAS**, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Scope.** During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at Watsonville Municipal Airport (KWVI), 100 B Aviation Way, Watsonville, CA 95076 (the "FBO") for branded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. In addition, Seller offers a comprehensive Contract Fuel Program and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer acknowledges that Seller has provided Customer with information relating to the Contract Fuel Program.

2. **Duration and Renewal.** This Agreement shall be for an initial term of five (5) years beginning on the Effective Date ("Initial Term"). If at the end of the Initial Term, Customer has not purchased at least 1,250,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one annual term until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for one annual period unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term the applicable Subsequent Term.

3. **Pricing.**

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram West Coast LA Jet Pipeline "mean" plus the price differential of \$0.14135 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), additives and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

4. **Product and Product Standard.** Seller warrants to Customer that the products sold hereunder are Jet A Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER

MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net ten (10) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 19(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) Thirty Thousand (\$30,000.00) to be used for improvements to the fueling facilities at Watsonville Municipal Airport (KWVI).

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal: (i) the amount of Required Minimum Gallons not purchased at the time of termination divided by (ii) the Required Minimum Gallons multiplied by (iii) the Business Development Funds distributed by Seller to Customer.

(c) If at any time Customer purchases the Required Minimum Gallons or more of combined aviation fuel (Jet fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If



deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present World Fuel with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date World Fuel shall require, to satisfy World Fuel's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide World Fuel with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold World Fuel harmless for any damages, claims, liability or expense World Fuel may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by World Fuel to the extent necessary to further the intent of this Section 4.2 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

14. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

16. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 16 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 17(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.



18. Allowances.

Software Allowance. Seller shall provide TAS Software for the term of the Agreement at no cost to the Customer (Maximum \$5,700.00 annual value in subscription fees.)

19. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 19(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Miami-Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By: \_\_\_\_\_

Steve Drzymalla  
SVP, Business Aviation

Date: \_\_\_\_\_

CITY OF WATSONVILLE

By: \_\_\_\_\_

Printed Name and Title

Date: \_\_\_\_\_



**BRANDING AGREEMENT**  
**(WORLD FUEL BRAND)**

**THIS BRANDING AGREEMENT** (this "Branding Agreement") is made and entered into this 1st day of October, 2019 (the "Effective Date") by and between **CITY OF WATSONVILLE** a California municipality ("Customer") located at 250 Main Street, Watsonville, CA 95076 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41<sup>st</sup> Street, Miami, FL 33178

During the term of this Branding Agreement, CITY OF WATSONVILLE ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks (as defined below) subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated October 1, 2019 ("FSA") at the location or locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in material compliance with those standards and procedures established from time to time by Company, which standards and procedures have been made available by Seller to Customer, and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Upon reasonable notice to Customer, Seller may, as it deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer's material compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, material compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all credit, debit cards and other payment methods designated by Company, which list of approved cards may be modified by Company from time to time in its sole discretion. All transactions shall be processed: (a) on point-of sale devices and web enabled processing solutions that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall follow all procedures and requirements for card acceptance and transaction processing as may be established by Seller or Company from time to time.





6. Customer may be eligible to enroll in the Company's FBO/Dealers Excess Products Liability Insurance Program (the "Program"). To enroll, Customer shall be required to meet eligibility requirements established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company. The Program does not include coverage for Completed Operations.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes. Company shall give Customer reasonable prior notice of any such change or revision.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA, expires or is earlier terminated, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Branding Agreement refers World Fuel Services, Inc. in its capacity as owner or custodian of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "Seller" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By: \_\_\_\_\_

Steve Drzymalla  
SVP, Business Aviation

Date: Sept 26, 2019

CITY OF WATSONVILLE

By: \_\_\_\_\_

Printed Name and Title

Date: \_\_\_\_\_

## REFUELER LEASE AGREEMENT

This Refueler Lease Agreement (this "Lease Agreement") outlines the terms and conditions under which Ascent Aviation Group, Inc., both for itself and its Affiliates (collectively "Lessor") agrees to lease refueler (hereinafter the "Refueler") to City of Watsonville ("Lessee"). The terms and conditions shall continue until modified as provided herein by either of the parties hereto.

Lessor: **Ascent Aviation Group, Inc.**  
**One Mill Street**  
**Parish, NY 13131**  
**800-272-3681**

Lessee: **City of Watsonville**  
**Watsonville Municipal Airport**  
**100 B Aviation Way**  
**Watsonville, CA 95076**

**Refueler: See Attached Exhibit "A".**

1. **Term** – This Lease Agreement and all obligations herein shall begin on **November 1<sup>st</sup>, 2019** and shall continue for a period of **Five (5) years** or until terminated as provided for herein. After this the initial lease term has expired, this Lease Agreement will renew automatically on a month-to-month basis until terminated by either party giving ninety (90) days advance, written notice to the other.
2. **Payments** – Lessee shall pay Lessor the total sum of, **see Attached Exhibit "A"**, US Dollars per month plus any applicable taxes for the lease of said Refueler. This sum is payable and due on the first of each month, and any such payment not received by the 10<sup>th</sup> of each month shall be subject to additional late charges.
3. **Delivery and Return of Refueler** – Lessor will arrange to have the Refueler delivered to Lessee. At the termination of this Lease Agreement, Lessee shall be responsible for return of said Refueler, in the same good order and condition in which it was received by Lessee, reasonable wear and tear accepted. **Lessee is responsible for all costs associated with the application and removal of any customer and/or site specific decals and imaging.** Upon non-compliance of said Lease by Lessee, Lessor shall have the right to take possession of said Refueler at any time.

**Pre-surrender Inspection** – At least 30 days prior to surrender of the Refueler, but in no event earlier than 60 days prior to such surrender, an in depth physical inspection will be conducted by an appropriate service representative on behalf of, and selected by Lessor, and paid for by Lessor. Any part, component, or function found not to be within the manufacturer's tolerances and operational specifications will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor, at the sole cost and expense of Lessee. The cost of physical damage, both internal and external, will be the responsibility of the Lessee, and there shall be no broken glass. Pumping system will be fully operational with no missing or damaged parts. Tires shall be of matched generic type and tread design, and have a minimum of 10/32<sup>nds</sup> remaining tread. Batteries shall be fully operational, hold a charge, and perform with the manufacturer's standards, with no dead cells or cracked cases. Brake drums shall not be cracked, and have an average of 50% remaining wear, and brake linings shall have no less than 50% remaining lining.

Paint and/or body damage must not exceed \$500.00 per unit including but not limited to, body, fenders, bumpers, grill, fuel tanks, rust damage etc. Interior must be in good condition. Dash panels and interior trim pieces must not be missing and be free of any holes, cracks or breaks. No rips, tears or burn holes in the seats will be accepted. All gauges and knobs must be in working condition and not missing. Interior damage must not exceed \$150.00. There shall be no fluid leaks on the engine, engine components and drivetrain. Leaks are defined as A) normal build up, B) wet accumulation, C) drips. A is acceptable, where B & C are not acceptable and must be repaired/replaced prior to turning back in. Engines must be free of all engine warning and error lights and active codes. All trucks 2008 and newer must have an operational diesel particulate filter capable of regeneration. All emissions components and systems, including but not limited to DPF, EGR, EGR cooler, SCR and DEF systems must be operational and pass industry test and inspection.

Product hoses shall be less than 5 years old, and free from abrasions, cuts, soft spots, carcass separation, worn covers, blisters, exposed reinforcement, cracks, twists and sharp bends that give the appearance of pending failure. Product hose life will be based on available hose life left in hose and costs prorated, with 10 year new hoses being 100%, 5 years remaining 50% etc. Hose certificates must be available.

4. **Condition of Refueler** – It is understood and agreed that the Refueler provided hereunder will be well-maintained and operable when delivered; but Lessor makes no warranties, express or implied, concerning same. Without making itself a party to any warranties, and without becoming liable thereon, Lessor agrees to make available for the benefit of Lessee any warranties, which Lessor has or may obtain from manufacturers, dealers or sellers of said Refueler. Lessee or Lessee's agent will inspect the Refueler at the point of delivery, prior to accepting it, and represents that it is qualified to do so. A Bill of Lading, signed by Lessee or Lessee's agent, shall be proof that Lessee has inspected and accepted the Refueler in satisfactory condition.

**5. Maintenance of Refueler --**

Lessee is responsible for all maintenance except that Lessor shall provide major repairs and/or replacements, as set forth in Exhibit "B" attached hereto and made a part hereof, for the vehicle drive train (engine, transmission, differential) and product delivery system (pumps, power take-off) which, in Lessor's sole but reasonable judgment, are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance as provided in this Lease Agreement for a period of twelve (12) months from original delivery date. Lessee shall provide, at Lessor's request, documentation that all Preventive Maintenance and Inspections, as required by the manufacturer of the Refueler and this Lease Agreement, have been completed as set forth in Exhibit "D".

All other repairs and replacements of the Refueler which the Lessor deems necessary or desirable shall be made by and at the expense of the Lessee. Approved changes in maintenance responsibilities will require this Lease Agreement to be modified accordingly by written amendments executed by Lessor and Lessee. If Lessee fails to perform any maintenance or repair for which Lessee is obligated hereunder within ten (10) days after notification and request by the Lessor, the Lessor may (without prejudice to its other rights on account of such breach of this Lease Agreement) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all reasonable, necessary and documented costs incurred by the Lessor relating to the necessary maintenance or repair.

**6. Refueler Inspections-** Lessee agrees to perform all State, Federal, Provincial and Commercial inspections as required by specific location.

**7. Operation of Refueler** – Refueler shall be used only for dispensing fuel purchased from Lessor unless otherwise agreed to in writing. Lessee shall exercise direct control over all persons who operate the Refueler and shall insure that such persons operate the Refueler safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of refueler on airports. Lessee agrees to use the Refueler only for the purpose for which it is intended. The Refueler may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor.

**8. Inspection of Refueler** – Upon forty-eight (48) hours' notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Refueler is located for the purpose of inspecting the Refueler and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours and at Lessor's sole cost and expense; provided, however, if Lessee defaults as to its obligation hereunder, no prior notice or other limitation shall apply to Lessor's inspection rights and any such inspection shall be at Lessee's expense. Lessee shall, whenever reasonably requested by Lessor, advise Lessor of the exact location of any and all items of the Refueler.

**9. Indemnification** – To the fullest extent permitted by applicable law, Lessee shall indemnify, defend and hold harmless Lessor and agents, employees, and successors of any of them or any other entity as required by this Lease Agreement from and against claims, suits, penalties, damages, losses, response costs, administrative order, notice letter, or enforcement action and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Lease Agreement provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of the tangible property including clean up or remediation costs due to threat of release, discharge, escape of hazardous substance or waste, including aviation gasoline, jet fuel, pre-blended jet fuel, motor gasoline, diesel fuel and biodiesel fuel but only to the extent caused by the negligent acts or omissions of Lessee or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Lessee shall pay or reimburse Lessor, and indemnify, defend and hold Lessor harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lessor or Lessee in any way arising out of or related to the Refueler or any Lease Agreement before or during the term or after the term in the event Lessee defaults, including but not limited to, foreign, US, state, county and municipal fees, taxes and assessments, and property, value-added, sales, use, gross receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("Impositions"), excluding only taxes based on or measured by Lessor's net income unless such taxes are in lieu of any Imposition Lessee would otherwise be required to pay hereunder. Lessee shall timely pay any Imposition for which Lessee is primarily responsible under law and any other Imposition not payable or not paid by Lessor, but Lessee shall have no obligation to pay any Imposition being contested in good faith and by appropriate legal proceedings, the nonpayment of which does not, in the opinion of Lessor, result in a material risk of adverse effect on the title, property, use, disposition or other rights of Lessor with respect to the Refueler. Upon Lessor's request, Lessee shall furnish proof of its payment of any Imposition.



10. **Insurance** – Lessee shall provide and maintain at all times the following insurance and name Lessor (To be shown as: World Fuel Services, its affiliates, subsidiaries, and the directors, officers, agents and employees of each.) as additionally insured to the extent of this indemnity in respect thereof and this insurance shall be primary and non-contributing over all collectible insurance including self-insurance: Commercial General Liability with limits not less than \$1,000,000 USD each occurrence and \$2,000,000 USD annual aggregate. Such coverage must include Airport Premise/Operation and Products/Complete Operations. Other insurance required includes; independent contractors; personal injury liability; contractual liability; workers compensation covering all employees of Lessee; and physical damage coverage covering the value of any leased equipment. As on-site operator, Lessee must provide pollution and remediation liability insurance with limits at least \$1,000,000 USD that includes coverage for a spill or release cleanup. Certification of such coverage including Commercial Umbrella coverage (if in force), shall be provided by Lessee, and not be changed or canceled without at least thirty (30) days prior written notice to Lessor.
11. **Title to Refueler** – Title to the Refueler remains with Lessor and or third party throughout the term of this Lease Agreement. Lessee shall not encumber the Refueler in any way. Lessee does not have any ownership interest in the Refueler and may not assign the Refueler or this Lease Agreement to anyone without the express written consent of Lessor, which shall not be unreasonably withheld or delayed. During the term of this Lease Agreement, Lessor shall have the option of substituting the Refueler identified above with the Refueler of substantially similar specifications. Substituted Refueler shall be subject to this Lease Agreement. Substitutions will not cause increases in the amount of the payments due under this Lease Agreement.
12. **Default** – If Lessee defaults in any of its obligations of this Lease Agreement, Lessor shall give notice to Lessee concerning the nature of the default. If such default is not corrected within ten (10) days of such notice (other than a payment default for which no cure period is applicable), Lessor shall have the right to terminate this Lease Agreement. Should this Lease Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refueler without demand or legal process and free of all rights of Lessee. Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refueler or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Lease Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court and taxed as costs in the action.
13. **Acceleration** - Lessor reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to accelerate and demand payment of all amounts due, if Lessee fails to make any payment or otherwise comply with the terms as herein provided, if Lessee is in breach of any other agreement with Lessor, or if Lessor, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Lessee.
14. **Notices** – All notices required to be given, shall be in writing and posted or hand delivered to the addresses shown above.
15. **Governing Law; Venue; Waiver of Jury Trial.** This Lease Agreement, including all exhibits attached hereto, is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party arising from or relating to this Lease Agreement in any forum other than, at Lessor's option, either 1) the courts sitting in Oswego County, New York, or 2) the courts sitting in the county (or its equivalent) where the Refueler are physically located. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
16. **Assignment and Waiver-** Lessee shall not assign this Lease Agreement without the written consent of Lessor. The Refueler may be owned by a third party and leased by Lessor, and this Lease Agreement may be subordinate to such Lease. In the event that such third party becomes entitled to possession of the Refueler, Lessee agrees to abide by such Lease or enter into a new lease with such third party. As used herein, an "Affiliate" of Lessor is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

17. **Entire Agreement** – The terms and conditions of this Lease Agreement constitute the entire agreement among the parties with respect to the Refueler and supersede all previous negotiations, representations or agreements between the parties, whether written or oral. If any part of this Lease Agreement is deemed to be unenforceable, the remainder of this Lease Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Lease Agreement.

**In Witness Whereof**, the parties have hereby agreed to all of the above terms and conditions as of the date last indicated below.


Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **CITY OF WATSONVILLE**

By: \_\_\_\_\_

Steve Drzymalla  
SVP, Business Aviation

Date: \_\_\_\_\_



Sept 26 2019

By: \_\_\_\_\_

Printed Name and Title

Date: \_\_\_\_\_

**EXHIBIT "A" ATTACHED TO  
REFUELER LEASE AGREEMENT**

Lessor: **Ascent Aviation Group, Inc.**  
**One Mill Street**  
**Parish, NY 13131**  
**800-272-3681**

Lessee: **City of Watsonville**  
**Watsonville Municipal Airport**  
**100 B Aviation Way**  
**Watsonville, CA 95076**

**REFUELER DESCRIPTIONS:**

Asset # 55200  
2007 International 5000 Gallon Jet Refueler  
VIN: 1HTWAAAR27J459273  
Physical Damage Value: \$126,000.00  
Lease Rate: \$1.00/per year, plus applicable tax  
Term: November 1<sup>st</sup>, 2019- October 1<sup>st</sup>, 2024

Note: Lessee Insurance Responsibilities begin from date of delivery to Watsonville Municipal Airport

**In Witness Whereof**, the parties have hereby agreed to all of the above terms and conditions stated in **Exhibit "A"**, as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **CITY OF WATSONVILLE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Steve Drzymalla  
SVP, Business Aviation

\_\_\_\_\_  
Printed Name and Title

Date: Sept 26 2019

Date: \_\_\_\_\_

**EXHIBIT "B" ATTACHED TO  
REFUELER LEASE AGREEMENT**

Repairs provided by the Lessor to said Refueler, as stated in Paragraph 5 of this Lease Agreement, are further defined as follows. If any repairs are caused by the Lessee failing to perform maintenance required in Exhibit "D", Lessee shall be responsible for all such repairs.

1. ENGINE
  - (a) Block and internal components
  - (b) Cylinder heads, head gaskets and valves
  - (c) Blower or turbo charger assembly
  - (d) Timing chain and gear assembly, gasket and seal
  - (e) Flywheel and ring gear
  - (f) Front and rear crankshaft seal
  - (g) Oil pump and shaft
2. TRANSMISSION
  - (a) Housing and internal components
  - (b) Torque converter
  - (c) Input and output shaft bearings and seals
3. DIFFERENTIAL
  - (a) Housing and internal components (ring gear and pinion assembly)
  - (b) Pinion bearing and seal
4. FRAME, AXLES, WHEELS AND SUSPENSION
  - (a) Chassis frame rails and cross members
  - (b) Springs, load cushions and airbags
  - (c) Walking beams and torsion bars
  - (d) Wheel hubs
  - (e) Axles, king pins and spindles
  - (f) Steering box internal components including bearings and seals
5. BRAKE SYSTEM
  - (a) Air compressor internal components
  - (b) Master cylinder and vacuum booster
6. PRODUCT PUMP, PTO, AND TRANSFER CASE
  - (a) Housing and internal components
  - (b) Input and output shaft bearings and seals

**EXHIBIT "D"**  
**REFUELER LEASE AGREEMENT**  
**PREVENTATIVE MAINTENANCE SCHEDULE**



**World Fuel Services PM Checklist**

FBO		UNIT #		VIN#	
MILES		DATE		TECHNICIAN:	
HOURS		CUSTOMERS SIGNATURE			

UNDER THE HOOD	Description of Inspection	Repair	OK	Date, Condition or Replacement	Initials
1 AIR FILTER	Record Condition and Change Date - Should be changed at least annually or every 1000 hours				
2 ENGINE OIL	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
3 ENGINE OIL SAMPLES	Annually, take an oil sample and send out for analysis				
4 OIL FILTER	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
5 AUTOMATIC TRANSMISSION	Record Condition and level - check for burnt smell or discoloration. Fluid and filters should be changed annually with manufacturers recommended fluid				
6 FUEL LINE & FILTERS	Record Condition and Change Date - Filters should be changed at least annually				
7 ANTIFREEZE	Top off as needed, protection should be between -25 and -30				
8 COOLANT SYSTEM	Check for hose and radiator leaks - Confirm overfill bottle in good condition				
9 BELTS	Check for cracking or glazing, replace as necessary				
10 BATTERY TERMINALS & CABLES	Check for loose or corroded terminals, clean and repair as needed				
<b>CAB</b>	monthly	Repair	OK		
1 CLEANLINESS	Is the inside of the cab clean and free of clutter				
2 WINDSHIELD CAB GLASS	Do windows roll up and down, are there any cracks or chips in the windshield? What is the condition of the mirrors?				
3 WIPER BLADES, ARMS, & HOSES	Repair or replace as needed				
4 STARTING SYSTEM	Does the key turn freely, does the engine turn over slow				
5 ENGINE OPERATION	Start engine to build up air pressure, check all gauges				
5a ENGINE OPERATION	Is there excessive rattling in the engine during operation, does it smoke excessively during start up?				
5b ENGINE OPERATION	Check low air warning buzzer and light.				
6 ELECTRICAL CHARGING SYSTEM	Record voltage or does the gauge read +/- 12 volts				
7 LIGHTING SYSTEM	Do the dash and dome lights work?				
8 EXTERIOR LIGHTS	Do all of the exterior lights work properly?				
9 STEERING - Condition	Does the steering wheel have excessive play when turning?				
10 PARKING - BRAKE SYSTEM	Does the brake hold the truck when in gear?				
11 CLUTCH / TRANSMISSION	Check for excessive play in the linkage - should be greased at least once per year				
12 AIR COMPRESSOR	Does the compressor pump up the system in a timely manner?				



**EXHIBIT "D"**  
**REFUELER LEASE AGREEMENT**  
**PREVENTATIVE MAINTENANCE SCHEDULE**



**World Fuel Services PM Checklist**

<b>FBO</b>		<b>UNIT #</b>		<b>VIN#</b>	
<b>MILES</b>		<b>DATE</b>		<b>TECHNICIAN:</b>	
<b>HOURS</b>		<b>CUSTOMERS SIGNATURE</b>			

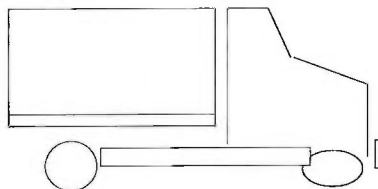
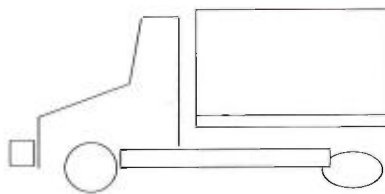
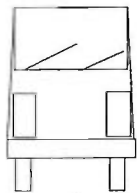
  

<b>UNDER THE HOOD</b>	Description of Inspection	Repair	OK	Date, Condition or Replacement	Initials
1 AIR FILTER	Record Condition and Change Date - Should be changed at least annually or every 1000 hours				
2 ENGINE OIL	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
3 ENGINE OIL SAMPLES	Annually, take an oil sample and send out for analysis				
4 OIL FILTER	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
5 AUTOMATIC TRANSMISSION	Record Condition and level - check for burnt smell or discoloration. Fluid and filters should be changed annually with manufacturers recommended fluid				
6 FUEL LINE & FILTERS	Record Condition and Change Date - Filters should be changed at least annually				
7 ANTIFREEZE	Top off as needed, protection should be between -25 and -30				
8 COOLANT SYSTEM	Check for hose and radiator leaks - Confirm overflow bottle in good condition				
9 BELTS	Check for cracking or glazing, replace as necessary				
10 BATTERY TERMINALS & CABLES	Check for loose or corroded terminals, clean and repair as needed				
<b>CAB</b>	monthly	Repair	OK		
1 CLEANLINESS	Is the inside of the cab clean and free of clutter				
2 WINDSHIELD CAB GLASS	Do windows roll up and down, are there any cracks or chips in the windshield? What is the condition of the mirrors?				
3 WIPER BLADES, ARMS, & HOSES	Repair or replace as needed				
4 STARTING SYSTEM	Does the key turn freely, does the engine turn over slow				
5 ENGINE OPERATION	Start engine to build up air pressure, check all gauges				
5a ENGINE OPERATION	Is there excessive rattling in the engine during operation, does it smoke excessively during start up?				
5b ENGINE OPERATION	Check low air warning buzzer and light.				
6 ELECTRICAL CHARGING SYSTEM	Record voltage or does the gauge read + / - 12 volts				
7 LIGHTING SYSTEM	Do the dash and dome lights work?				
8 EXTERIOR LIGHTS	Do all of the exterior lights work properly?				
9 STEERING - Condition	Does the steering wheel have excessive play when turning?				
10 PARKING - BRAKE SYSTEM	Does the brake hold the truck when in gear?				
11 CLUTCH / TRANSMISSION	Check for excessive play in the linkage - should be greased at least once per year				
12 AIR COMPRESSOR	Does the compressor pump up the system in a timely manner?				

CHASSIS		Semi- Annual	Repair	OK	
1	TANK AND SILLS	Check the tightness of the tank to the chassis & condition of sill boards/monthly for 1st 6 months/then every 6 months			
2	TIRE & WHEELS	Check for loose or missing lugs & slippage on spoke style wheels/record tread depth.			
3	EXHAUST SYSTEM	Check for cracks or holes in pipe & muffler. Check condition of hangers			
4	SUSPENSION	Check over all condition looking for broken or cracked parts			
5	CHASSIS LUBE	Check zirks for evidence of grease, should be done at least every 6 months			
5a	KING PINS	Raise front axle to grease King Pins, turn wheels lock to lock to distribute lube.			
6	TRANSMISSION LUBE	Check and fill as necessary			
7	DIFFERENTIAL LUBE	Check and fill as necessary			
8	UNIVERSAL JOINTS	Check zirks for evidence of grease, should be done at least every 6 months. Does the PTO have safety wire?			
9	AIR RESERVOIR	Check drains and cables			
10	BRAKES - ADJUSTMENT	Drive truck in an open space away from obstructions. Adjust brakes only if you are certified to do so, if not call a contractor			
11	PARKING BRAKE	Check parking brake, check parking brake pop out valve to release at 35 lbs.			
PUMPING SYSTEM		Semi- Annual	Repair	OK	Date, Condition or Replacement
1	PUMP GEAR BOX LUBE	after first 100 hrs of ops then every 500 hrs or semi annual			
2	ELECTRICAL	Check all of the boots on the micro switches, look at LED's on proximity switches			
3	BRAKE INTERLOCK	Test all interlocks and brake over ride switch (Replace seal on over ride switch after checking)			
4	NOZZLES & SCREENS	Check screens for debris, proper gasket / o-ring , broken parts or leaks			
5	PRODUCT HOSE	Extend out completely checking all surfaces			
6	HOSE REEL	Check sprocket for broken teeth & alignment of chain. Remove zirks from swivels, replace with plug			
7	GROUND REEL	Extend out completely checking for cracks or tears, note over all condition and brand, perform continuity test and note results			
8	DISPENSING SYSTEM - LEAKS	General condition of plumbing including pipes and flanges			
9	WATER SUMP VALVES & DRAIN	Ensure they are operating and do not leak, check that Morrison valves closes			
10	AIR CONTROLS	With the engine off listen for escaping air from the system.			
11	METER - SEAL	Does the meter have the proper seal			
12	METER - TOTALIZER	Record totalizer reading			
13	METER	Record date of calibration			
14	PRODUCT FILTER SPECS	Model - Element - Gasket Numbers			
15	PRODUCT FILTER DATE OF CHANGE	If not replaced by you, what was the last date of change			
TANK		Semi- Annual	Repair	OK	Date, Condition or Replacement
1	MAN WAY GASKETS	Look for cracked or missing o-ring			
2	TANK INTERIOR - Condition	Check inside of tank looking for rust and debris. Clean as required.			
3	CATWALK DRAINS CLEAR	Check condition of drain tubes, should free of cracks and not discolored. Check for obstructions that may be blocking drain tubes			
MISCELLANEOUS		Monthly	Repair	OK	Date, Condition or Replacement
1	PRODUCT ID / DECALS	Check for missing decals inside cab & over all condition of exterior			
2	FIRE EXTINGUISHERS	Check for seal or missing pin, note date of inspection, must be B/C units			
3	AIR SYSTEM LEAKS	Inspect for leaks and note locations of leaks			
4	PRIST INJECTOR	Test for proper operation and verify injection rate			

Body/Chassis

NOTE ANY DAMAGE



NOTES

**City of Watsonville**  
**Public Works and Utilities**



**M E M O R A N D U M**

**DATE:** October 3, 2019

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

**FROM:** Steve Palmisano, Director of Public Works & Utilities  
Danielle Green, Principal Engineer

**SUBJECT:** Contract with Psomas, a corporation, for Construction Management and Inspection Services for the Airport Freedom Trunk Sewer Replacement Project, No. SS-16-02, in the amount of \$352,840 and appropriate the same amount from the Sewer Fund

**AGENDA ITEM:** October 8, 2019 **City Council**

---

**RECOMMENDATION:**

It is recommended that City Council adopt a resolution to award a Contract to Psomas for Construction Management (CM) and Inspection Services on the Airport Freedom Trunk Sewer Replacement Project (No. SS-16-02) in the amount of \$352,840 and appropriate the same amount from the Sewer Fund.

**DISCUSSION:**

In May 2018, the Public Works staff issued a Request for Qualification Statements for on call professional design, construction management and/or construction inspection services. The RFQ listed the City's upcoming Capital Improvements projects likely to require professional consulting services. The Airport Freedom Trunk Sewer Replacement project was listed as a project that may require CM and inspection services.

Among proposals received from consultants, Covello Group, Inc was selected for CM and Inspection services. Covello Group, Inc. was acquired last year by Psomas but maintains the same key staff proposed in the Statement of Qualifications submitted.

The Airport Freedom Trunk Sewer Replacement Project was awarded to K.J. Woods Construction under Resolution 144-19 CM during the September 10, 2019, City Council Meeting. This project is a technically complex gravity sewer project through two of the City's main arterial streets, Freedom Boulevard and Green Valley Road (see project map).

Psomas has experience providing CM and inspection services on projects of a similar nature and complexity. Additionally, the project is funded through a Clean Water State Revolving

Fund Loan which has specific administration needs in order to secure reimbursement through the loan funding process. City staff does not currently have the resources available to manage this project in-house, and therefore recommends approval of an agreement with Psomas to provide these services.

**STRATEGIC PLAN:**

The Airport Freedom Trunk Sewer Replacement Project supports Strategic Plan Goal 03 Infrastructure & Environment focus to replace aging facilities and expansion to meet future demand.

**FINANCIAL IMPACT:**

We are recommending an appropriation from the Sewer Fund of \$352,840 to project 0710-911-7835-14624 for the cost of this contract.

**ALTERNATIVES:**

Council could elect not to approve this CM and Inspection services agreement.

**ATTACHMENTS:**

1. Project Map

cc: City Attorney



# Airport Freedom Trunk Sewer Replacement Project

Attachment 1  
Page 1 of 1

CONSTRUCT 6,120 LINEAR FEET OF  
15", 18" AND 21" SANITARY SEWER

## Regional Location

Project Location

Source: Esri, DigitalGlobe,  
GeoEye, i-cubed, USDA,  
USGS, AEX, Getmapping,  
Aerogrid, IGN, IGP, swisstopo,

Monterey Bay






City of Watsonville

Prepared by City of Watsonville  
Public Works Department 05/10/2019.

This document is a graphic  
representation of best available sources.  
The City of Watsonville assumes no  
responsibility for any errors.

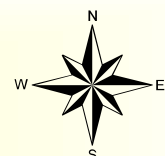
## Legend

-  Airport Freedom Sewer Project
-  Sloughs
-  Watsonville City Limit

250 0 250 500 750 1,000



Feet



1 inch = 500 feet

Attachment 1  
Page 1 of 1

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDED CONTRACT TO PSOMAS, A CORPORATION, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AIRPORT FREEDOM TRUNK SEWER REPLACEMENT PROJECT NO. SS-16-02, IN AN AMOUNT NOT TO EXCEED \$352,840; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND AUTHORIZING A \$352,840 BUDGET APPROPRIATION OF FROM THE SEWER FUND**

**WHEREAS**, a Request for Qualified Statements (RFQ) was issued on May 4, 2018, asking for qualified consultants to assist the City for periodic and on call professional design, construction management and/or construction inspection services; and

**WHEREAS**, the deadline for submittal of Request for Qualification Statements was May 31, 2018; and

**WHEREAS**, a number of firms submitted qualification statements; these statements were reviewed by City staff and a list was developed; and

**WHEREAS**, it is anticipated that the City will be contracting with a number of consultants on this list to provide construction management and inspection services on specific projects; and

**WHEREAS**, Psomas recently acquired the Covello Group, Inc. which is on this list of eligible consultants for the consideration of the City Manager and submission to the City Council; and

**WHEREAS**, the City Manager has recommended that the proposal from Psomas, a corporation, in an amount not to exceed \$352,840, be accepted as the best response.

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

1. That the proposal of Psomas, a corporation, in an amount not to exceed \$352,840, is hereby accepted.

2. That the Contract for Consultant Services between the City of Watsonville and Psomas, a corporation, for construction management and inspection services on the Airport Freedom Trunk Sewer Replacement Project No. SS-16-02, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

3. Consultant shall file FPPC form 700s and 805s pursuant to section 19 of the Contract.

4. That the City Manager be and is hereby authorized and directed to execute the Contract for and on behalf of the City.

\*\*\*\*\*



**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND PSOMAS**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_,  
by and between the **City of Watsonville**, a municipal corporation, hereinafter called  
"City," and **Psomas**, 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 the requisite 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 as  
specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached  
hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from  
October 8, 2019 to December 31, 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.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit  
"C," each month, Consultant shall furnish to the City a statement of 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.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

#### **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. 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 \$500,000.00 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 \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. 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.

D. 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.

E. 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 Municipal or Superior Court 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.** 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 or his designee, or as required by law.

**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, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, 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 disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, 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**

Psomas  
Gary Skrel  
1660 Olympic Blvd, Ste 300  
Walnut Creek, CA 94596  
(925) 933-2300

**SECTION 22. EXHIBITS:**

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

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

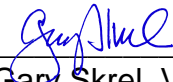
**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

**PSOMAS**

BY \_\_\_\_\_  
Matthew D. Huffaker, City Manager

BY  \_\_\_\_\_  
Gary Skrel, Vice President  
CA PE C-43547

**ATTEST:**

BY \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Alan J. Smith, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services is as follows:

**See attached "Exhibit A"**

## **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:

**Complete all services in Scope of Work no later than December 31, 2022**



## **EXHIBIT "C"**

### **COMPENSATION**

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$352,840.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall 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.



March 12, 2019

Danielle Green  
City of Watsonville  
Public Works & Utilities Department  
250 Main Street  
Watsonville, CA 95076

Attn: Danielle Green  
Principal Engineer  
City of Watsonville

Project: Airport Freedom Trunk Sewer Replacement Project

Subject: Construction Management and Inspection Services Scope of Work and Cost Proposal

Dear Danielle,

We are pleased to provide, as requested, Covello, A Psomas Company's proposed Scope of Services and Proposed Budget for providing Construction Management (CM) and Inspection Services on the Airport Freedom Trunk Sewer Replacement Project.

Our proposed Scope of Services for the project is enclosed as Attachment A, based on our understanding of the needs of this project. Also enclosed as Attachment B is the estimated level of effort and budget to provide Pre-Construction, Construction and Closeout Services throughout the duration of the Project.

This level of effort includes the project team of Dennis Budasz, myself and support from an Office Engineer/Field Engineer. The attached budget reflects the level of support we think the Airport Freedom Sewer Project will require. Note, our level of effort is highly dependent upon the construction contractor's schedule and progress.

Please do not hesitate to contact me if you have any questions or concerns. We look forward to the opportunity to work with you, your staff and the City of Watsonville once again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melanie Carrido".

COVELLO,  
A Psomas Company  
Melanie Carrido, P.E  
Construction Manager

**City of Watsonville**  
**Airport Freedom Trunk Sewer Replacement Project**  
**Construction Management and Inspection**  
Proposed Scope of Services and Budget  
Covello, A Psomas Company

Exhibit A  
Page 2 of 7

**Attachment A**

**A. SCOPE OF WORK**

**Task 1 – PRECONSTRUCTION ACTIVITIES**

- 1) Bid Period Assistance
  - a) Addenda support and input as requested or needed.
- 2) Notice to Proceed (NTP) Assistance
  - a) Covello will assist the City in coordinating with the Contractor to determine mutually agreed to NTP date and issue the NTP for the Project.
- 3) Preconstruction Conference:
  - a) Covello will prepare the agenda for the Conference.
  - b) Covello will facilitate the conference after Notice of Award issuance to the Contractor and prior to NTP.
  - c) Covello will prepare and distribute the Record of Discussions.

**Task 2 – CONSTRUCTION PHASE**

- 1) Construction Administration Services
  - a) Covello will provide construction administration services.
  - b) Covello will receive all correspondence from the Contractor and will address all inquiries from the Contractor and all construction related correspondence. Design Consultant and/or the City will be responsible for providing any design input.
  - c) Project Coordination: Covello will act as the project coordinator and the point of contact for all communications with the Contractor. Covello will coordinate the construction related activities of the Design Consultant, the City and Contractor.
  - d) Document Tracking System: Covello will establish, implement and maintain Procore for tracking the construction project correspondence and documents and for processing submittals, RFI's and coordinating their review and responses with the City and the Design Consultant.
- 2) Meetings
  - a) Covello will prepare the agenda for the progress meetings and other construction meetings required during the Project.
  - b) Covello will facilitate the progress meetings and other construction meetings.
  - c) The City and Design Consultant will attend the progress meetings as necessary. Design Consultant will attend other construction meetings when design input is required.
  - d) Covello will prepare and issue the Record of Discussions for the progress and other construction meetings.
  - e) Covello will attend monthly management team meetings with the City on an as-needed basis.

March 2019

- 3) Field Observation Activities
  - a) Covello will provide and maintain photographs for status monitoring of the project.
  - b) Environmental Monitoring: Covello will coordinate and communicate with the City's Biological consultant in regard to construction activities that require Biological and Cultural Resources Construction Monitoring services if needed.
  - c) For days on-site Covello will provide field observation services to monitor compliance with the Contract Documents.
  - d) For days on-site Covello will provide and maintain photographs of daily field activities.
  - e) For days on-site Covello will prepare a daily field observation report documenting all field activities, field crews, Contractor equipment, and field problems.
  - f) Covello will monitor the record drawings maintained by the Contractor monthly.
  - g) Materials Testing, Covello will contract with separate subconsultant to furnish material testing as needed for periodic Quality Assurance verification.
    - i) Trench Backfill Materials; Density Curves and Compaction Testing
    - ii) Concrete Sampling and Compression Testing
    - iii) Covello will schedule and coordinate the material testing for the Project.
    - iv) Covello will have oversight responsibility for material testing for the Project.
  - h) Specialty Inspection: Covello will contract with separate subconsultant to provide specialty inspection as needed for periodic Quality Assurance verification and as generally summarized below:
    - i) Protective Coatings
- 4) Coordination with Outside Agencies, Permit Consultants and the Public
  - a) Outside Agency Coordination: Covello will provide field coordination with the Agencies and verify that the Contractor has obtained necessary permits. For days on-site Covello will document Contractor permit compliance issues.
  - b) Permitting Consultant Coordination: Covello will coordinate and support the City's permitting consultants or in-house staff as-needed.
- 5) Submittals
  - a) Covello will establish, implement and coordinate the submittal processing.
  - b) Covello will receive the submittals from the Contractor and check the submittals for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, Covello will send the submittal back to the Contractor for correction.
  - c) Covello will route all submittals to the City and/or the City's Design Consultant as appropriate, via Procore for review and will route the reviewed submittal back to the Contractor.
  - d) Covello will maintain, log and track submittals utilizing Procore. Covello will track the status of submittal review with the City, Design Consultant and the status of shop drawing resubmittals with the Contractor.
  - e) The City and/or applicable Design or Permit Consultant will review all design or permit related submittals.
- 6) Clarification and RFI Processing
  - a) Covello will establish, implement and coordinate the system for processing clarifications.

- Exhibit A  
Page 4 of 7
- b) Covello will receive all Requests for Information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Covello will return the RFI to the Contractor.
  - c) Covello will provide a response to the Contractor for any administrative and general RFIs.
  - d) Covello will route all other RFIs to the City, or Design Consultant as appropriate. the City or Design Consultant will review RFIs and provide design/technical response.
  - e) Covello will review the City's and/or Design Consultant's response and verify acceptability of response. If the response materially affects the Construction Contract Documents, it will be reviewed with the City, as necessary, to verify that it is required. If required, Covello will issue a change request.
  - f) Covello will maintain a system for logging and tracking RFIs. Covello will track the status of RFI review with Design Consultant.
  - g) The City or Design Consultant will prepare Design Clarifications where Covello, Design Consultant, or the City identifies design issues. Covello will prepare Clarification Letters for transmittal to the Contractor of Design Clarifications and other clarifications.
- 7) Change Order Preparation, Negotiation & Processing
- a) The City or Design Consultant will prepare design details for change requests.
  - b) Covello will prepare and issue the change request to the Contractor with the appropriate design documents.
  - c) Covello will prepare an independent cost estimate and/or verify the acceptability of the Contractor's cost proposal for each change request. Design Consultant's input may be requested for specific equipment and material costs.
  - d) Covello will negotiate change orders with the Contractor.
  - e) In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a change order amount, Covello will issue a field order consistent with the construction contract specifications. Field orders will be discussed and approved by the City prior to issuance to the Contractor. In the event that the City's personnel are unavailable, Covello is authorized to instruct the Contractor to proceed with the work described in the field order. Covello's authorization prior to receiving the City's approval is limited to construction activities which are necessary to remedy an emergency and/or mitigate Contractor standby costs to the Agency.
  - f) Covello will prepare change orders for execution by the City and Contractor.
  - g) Covello will implement and maintain a system for logging and tracking changes.
  - h) Covello will provide a monthly summary to the City providing an assessment of Project construction costs and pending CCO costs.
- 8) Progress Payment
- a) Covello will review and approve the Contractor's Schedule of Values for Progress Payment purposes.
  - b) Covello will verify the quantity and acceptability of stored materials.
  - c) Covello will verify the Contractor's construction progress as it relates to the progress payments.

- d) Covello will administer, prepare and process the monthly progress payments utilizing Procore.
- e) Covello will prepare the City's summary cover sheet for the progress payments, which will be executed by Covello, the Contractor and the City.
- f) Covello will contract with separate subconsultant to provide labor compliance as required for Project funding.

9) Scheduling

- a) Covello will assist the Contractor in their development of the initial Baseline Schedule.
- b) Covello will review, provide written comments to the Contractor and recommend acceptance of the Baseline Schedule.
- c) Covello will review, provide written comments to the Contractor and recommend acceptance of the Schedule Updates.
- d) Covello will maintain an "as-built" schedule data and monitor the Contractor's daily efforts during construction.

10) Tie-Ins and Shutdowns: Covello will coordinate Tie-Ins, Shutdowns and Bypasses as-needed with the City of Watsonville's Engineering and Operations staff, and Contractor.

11) Final Inspection and Punch List

- a) Covello will have primary responsibility for conducting the final inspection.
- b) The City will participate and provide input on final inspection.
- c) Design Consultant will provide design input on final inspection items.
- d) Covello will have oversight and final review responsibility for the final inspection.
- e) Covello will prepare the list of outstanding deficiencies.
- f) Covello will prepare and issue the punch list from the list of deficiencies.
- g) Covello will have primary responsibility for verifying that punch list work is complete. The City will have secondary responsibility.

**TASK 3 - POST CONSTRUCTION ACTIVITIES**

1) Project Closeout

- a) Covello will furnish all project documents to the City in electronic files.
- b) Covello will review record drawings provided by Contractor and incorporate any additional documented changes or deviations to original drawings.
- c) Covello will prepare a final report, which will include budget and major issue items.

2) Dispute Resolution: Dispute resolution services are not included in this Scope of Work. If dispute resolution services are needed during or after the Project, either an amendment or a separate agreement will be executed.

3) Warranty Coordination

- a) Covello will maintain a warranty file.
- b) Coordination of warranty work after the Contract Period is not included in this Scope of Work. If Post Construction warranty coordination services are required, an amendment or a separate agreement will be executed.

**B. PROJECT TEAM**

Exhibit A  
Page 6 of 7

Gary Skrel, P.E. will be the Project Manager. Melanie Carrido, P.E. will be the Construction Manager. Dennis Budasz, Inspector and Patrick Hughes, Office Engineer/Field Engineer. Other members of our Group, if necessary, will assist as construction activities require.

**C. PROPOSED WORK EFFORT AND BUDGET**

Attachment B presents our estimated level of effort and budget.

**D. TERMS and CONDITIONS**

The work will be covered under the City's and Covello, A Psomas Company's Professional Services Agreement, once executed.

Attachment B

**City of Watsonville**  
**Airport Freedom Trunk Sewer Replacement Project**  
**Construction Management and Inspection Services**  
**11-Mar-19**

Description		Work Hour Breakdown							Total Hours	Hourly Rate	Amount
		2019									
		Pre-Con	Construction					Close-Out			
		June	July	Aug	Sept	Oct	Nov	Dec			
Covello Group											
	Gary Skrel (Principal)	16	12	12	12	12	12	12	88	\$ 240	\$ 21,120
	Construction Manager	16	48	48	48	48	48	48	304	\$ 180	\$ 54,720
	Field Engineer		80	80	80	80	80	80	480	\$ 120	\$ 57,600
	Inspector(s)		168	168	168	168	168	40	880	\$ 165	\$ 145,200
	Admin Support	8	8	8	8	8	8	8	56	\$ 100	\$ 5,600
CM Total Labor									1,808		\$ 284,240
	Overtime Inspection Allowance (Optional)		40	40	40	40	40		200	\$ 165	\$ 33,000
Subconsultants											
	Pacific Crest Engineering (Materials Testing)										\$ 24,500
	Mark-up on Subconsultants @ 5%										\$ 2,100
Other Direct Costs											
	Other Direct Cost Allowances		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	n/a		\$ 9,000
								-	n/a		\$ -
Total CM Budget											

Subconsultant Subtotal \$ 26,600

**Base CM Budget \$ 319,840**

Overtime Inspection Allowance (Option) \$ 33,000

CM Budget w/Overtime Inspection Allowance (Option) **\$ 352,840**

Notes:

1. Assumes preconstruction support activities starting June 2019 .
2. Assumes Construction NTP July 2019.
3. Assumes Construction duration of 100 calendar days and one month pre-con and one month close out period.
4. Base CM Budget assumes no overtime work.
5. Normal expenses related to postage, routine copying, computers, mobile phones, etc. are included as part of the hourly billing rates.
6. Assumes CM trailer provided by the Owner, partnering Agency, or through the construction contractor or otherwise.



**City of Watsonville  
Municipal Airport**

**M E M O R A N D U M**



**DATE:** October 2, 2019

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

**FROM:** Rayvon Williams, Director of Municipal Airport  
Robert Robertson, Airport Operations Planning Supervisor

**SUBJECT:** Authorization for Submittal of an Application, Acceptance of an Allocation of Funds and Execution of a Grant Agreement with the California Department of Transportation Division of Aeronautics, for an Airport Improvement Program (AIP) Matching Grant to Fund Watsonville Municipal Airport Seal Cracks, Slurry Seal, and Remark Runway 9-27 and Taxiways B and C, Project AP-19-02

**AGENDA ITEM:** October 8, 2019

**City Council**

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**RECOMMENDATION:** It is recommended the City Council authorize submittal of an application, acceptance of an allocation of funds and execution of a grant agreement with the California Department of Transportation, for an Airport Improvement Program (AIP) matching grant.

**DISCUSSION:** On July 9, 2019, the City Council reviewed and approved acceptance of a Federal Aviation Administration (FAA) grant authorization to award bid to Q&D Construction, LLC, a limited company, for the Watsonville Municipal Airport Seal Cracks, Slurry Seal, and Remark Runway 9-27 and Taxiways B and C, Project No. AP-19-02.

The California Department of Transportation Division of Aeronautics, provides grants of 5% of Federal Aviation Administration grants to airports and requires the City Council to adopt a resolution authorizing the submission of an application for an AIP matching grant.

**FINANCIAL IMPACT:** The total estimated cost for this project is \$441,948. Of this amount 90% (\$397,753) will be paid from FAA funding, 5% (\$19,888) from CalTrans matching grant and the remaining 5% (\$24,307) from Airport Enterprise funds. All are included in the FY 2019-20 budget under account 0730-910-7855-14637.

**ALTERNATIVES:** Alternatives include not authorizing submittal of an application, acceptance of an allocation of funds and execution of a grant agreement with the California Department of Transportation.

**ATTACHMENTS:** None.

cc: City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF WATSONVILLE, TO SUBMIT AN APPLICATION FOR A FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM (AIP) STATE MATCHING GRANT FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR THE FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM GRANT 3-06-0272-018-2019, AND IF AWARDED, TO EXECUTE A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO AND NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE AIRPORT ENTERPRISE FUND**

**WHEREAS**, on July 9, 2019, the City Council adopted Resolution No. 110-19 (CM) awarding a \$348,948.00 bid to Q&D Construction, LLC., for the Watsonville Municipal Airport Seal Cracks, Slurry Seal, and Remark Runway 9-27 and Taxiways B and C, Project No. AP-19-02, the total cost of the project is \$441,948.00; and

**WHEREAS**, the City of Watsonville and the Federal Aviation Administration (FAA) are parties to a Federal Airport Improvement Program (AIP) Grant 3-06-0272-018-2019, in an amount of \$397,753 to fund the Rehabilitation of Runway 9-27 (approximately 4,000' x 100'); Taxiway B and C (approximately 2,435' x 35') at the Watsonville Municipal Airport; and

**WHEREAS**, the FAA (AIP) is a 90% matching grant with the City responsible for the remaining five and a half (5.5%) percent; and

**WHEREAS**, the California Department of Transportation (Caltrans), Division of Aeronautics, is providing a grant of four and a half (4.5%) percent of a FAA AIP State Matching Grant for this project; and

**WHEREAS,** the California Department of Transportation requires the City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

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

1. That the City Manager of the City of Watsonville is hereby authorized and directed to submit an application for a State of California Airport Improvement Program Matching Grant from the California Department of Transportation's, Division of Aeronautics, in an amount not to exceed \$19,888.00.

2. That the City Council hereby authorizes accepting the allocation of state AIP Matching funds for the Rehabilitation of Runway 9-27 (approximately 4,000' x 100'); Taxiway B and C (approximately 2,435' x 35') at the Watsonville Municipal Airport.

3. That the City Manager of the City of Watsonville is authorized and directed to execute in the name of the City of Watsonville, the application, the standard agreement, and all other documents required by the California Department of Transportation in order to accept and use said Grant.

4. That the City Manager of the City of Watsonville is hereby authorized and directed, if said Grant is awarded, to appropriate such funds to the Airport Enterprise Fund.

\*\*\*\*\*

**City of Watsonville  
City Attorney's Office**

**M E M O R A N D U M**



**DATE:** October 4, 2019  
**TO:** Matthew D. Huffaker, City Manager  
**FROM:** Alan J. Smith, City Attorney  
**SUBJECT:** Disaster and Disaster Planning Ordinance  
**AGENDA ITEM:** October 8, 2019

**City Council**

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**RECOMMENDATION:** It is recommended that the City Council approve proposed Emergency and Emergency Services Ordinance to Repeal and Replace Chapter 4- 2 of the Watsonville Municipal Code "CIVIL DEFENSE AND DISASTER RELIEF AND PROVISIONS FOR MUTUAL AID".

**DISCUSSION:** Watsonville's CIVIL DEFENSE AND DISASTER RELIEF AND PROVISIONS FOR MUTUAL AID ordinance was adopted by the Council as Ordinance No. 250 C-M, effective April 21, 1971, and codified at Chapter 2 of Title 4 (Public Safety) of the Municipal Code. It has not been materially changed since then. The City is reviewing its Disaster Response Plan and Disaster Mitigation Plan. Review of these plans was the catalyst for the proposed repeal and replacement of Chapter 4-2.

One change in the new ordinance is the elimination of the Disaster Council [4-2.03]. No Disaster Council has been formed in Watsonville since before 1971, despite the 1982 floods, the 1989 Loma Prieta Earthquake and the 1993 Pajaro River Flood. The proposed ordinance does not prohibit formation of a committee. It does anticipate an emergency services organization comprised of professional staff. As much as possible, the form of the organization, titles and terminology must conform to the recommendations of the federal government and the State of California Office of Emergency Services. The Council would make policy and could appoint one or more special purpose Brown Act committees or ad hoc committees appointed by the Mayor if there is an emergency.

A second change is to assign all disaster management to the City Manager who would be the Director of Emergency Services. The Director of Emergency Services (aka City Manager) would have the power to request the Council proclaim the existence or threatened existence of an emergency and the termination thereof, if the Council is in session, or to issue such proclamation if the Council is not in session, subject to confirmation by the Council at the earliest practicable time. The Director of Emergency Services could promulgate rules, and direct and coordinate emergency services. This change is consistent with many modern

emergency operations centers (EOC) organizational structures, including those set forth in the California Office of Emergency Services (Cal-OES) Standardized Emergency Management System (SEMS) and FEMA's National Incident Management System.

A third change is to give special nuisance abatement powers to the Director of Emergency Services with appropriate due process and appeal protections. Summary abatement is allowed when there is an immediate threat to public health or safety, requiring prompt action and non-summary abatement when the risk to public health and safety does not present an immediate threat.

**STRATEGIC PLAN:**

This recommendation is consistent with the Council's Strategic Plan Goal Focus Area 5 - Community Well-Being. This is in direct support of the Council's goal of engaging and informing residents on important issues that affect the quality of life of our community.

**FINANCIAL IMPACT:** There should be no immediate impact on City finances. There could be operational efficiencies in case of a disaster.

**ALTERNATIVES:** The Council could decline to repeal and replace the proposed ordinance.

**ATTACHMENTS:** None

cc: Director of Public Works, Police Chief, Fire Chief

**ORDINANCE NO. \_\_\_\_\_ (CM)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WATSONVILLE RESCINDING CHAPTER 2 (CIVIL DEFENSE AND  
DISASTER RELIEF AND PROVISIONS FOR MUTUAL AID) OF TITLE 4  
(PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE AND  
ADDING A NEW CHAPTER 2 ENTITLED EMERGENCY AND  
EMERGENCY SERVICES**

**Rescinds Ordinance No.'s 250-71 and 699-86 (CM)**

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**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE,  
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. ENACTMENT.**

Title 4 (Public Safety) of the Watsonville Municipal Code is hereby amended by rescinding Chapter 2 (Civil Defense and Disaster Relief and Provisions for Mutual Aid) in its entirety and adding a new Chapter 2 entitled Emergency and Emergency Services to read in words and figures as follows:

## **CHAPTER 2 EMERGENCY AND EMERGENCY SERVICES**

### **Sec. 4-2.01 Purposes.**

The purposes of this Chapter are to provide for the preparation and execution of plans for the defense and protection of persons and property within the City in the event of an emergency, and to provide for the coordination of the emergency services functions of the City with all other public agencies and affected private persons, corporations and organizations. Any expenditures made in connection with such emergency services activities shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

### **Sec. 4-2.02 Definitions.**

For the purpose of this chapter, certain words and phrases shall be construed as herein set forth, unless it is apparent from the context that a different meaning is intended.

(a) “Emergency” is an actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, civil disorder, catastrophe, earthquake, release of hazardous materials or other similar public calamity or disaster.

(b) “Emergency services” is the preparation for, and the execution of, all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize, and repair injury and damage resulting from an emergency. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

#### **Sec. 4-2.03 Director of Emergency Services.**

The City manager of the City of Watsonville shall serve as the director of emergency services of the City of Watsonville. The director of emergency services is hereby empowered to:

(a) Request the Council to proclaim the existence or threatened existence of an emergency and the termination thereof, if the Council is in session, or to issue such proclamation if the Council is not in session, subject to confirmation by the Council at the earliest practicable time;

(b) Request the Governor of the State of California to proclaim a state of emergency when in the opinion of the director the resources of the area or region are inadequate to cope with the disaster.

(c) Control and direct the efforts of the emergency services organization of the City for the accomplishment of the purposes of this Chapter;

(d) Direct coordination and cooperation between enterprises, departments, divisions, services and staff of the emergency services organization of the City, and resolve questions of authority and responsibility that may arise between them;

(d) Represent the emergency services organization of the City in all dealings with public or private agencies pertaining to emergency services.

#### **Sec. 4-2.04 Emergency Powers of Director.**

In the event of the proclamation of an emergency as herein provided, or the proclamation of a state of emergency by the Governor or the State Director of the Office of Emergency Services, the Director is hereby empowered to:

(a) Promulgate and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however,



such rules and regulations must be confirmed at the earliest practicable time by the Council;

(b) Obtain vital supplies, equipment and such other things found lacking and needed for the protection of the life and property of the people, and bind the City for the fair value thereof, and if required immediately, to commandeer the same for public use;

(c) Require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency by the Governor in the region, to command the aid of as many citizens of this community as they think necessary in the execution of their duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by State law;

(d) Requisition necessary personnel or material of any City department or enterprise;

(e) Execute all of their ordinary powers as a City officer, all of the special powers conferred upon them by this chapter or by resolution adopted pursuant thereto, all powers conferred upon them by any statute, agreement approved by the Council, or by any other lawful authority, and in conformity with Section [38791](#) of the California Government Code, to exercise complete authority over the City and to exercise all police power vested in the City by the Constitution, the City Charter, general laws and this Code.

#### **Sec. 4-2.05 Emergency Services Organization.**

All officers and employees of the City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations and persons who may by agreement or operation of law, including persons pressed into service

under the provisions of this chapter, be charged with duties incident to the protection of life and property in the City during such emergency.

**Sec. 4-2.06 Emergency Services Organization Divisions, Services and Staff.**

The functions and duties of the emergency services organization shall be distributed among such divisions, enterprises services and special staff as the Council shall prescribe by resolution. Said resolution shall set forth the form of organization, establishment and designation of divisions and services, the assignment of functions, duties and powers, and the designation of officers and employees in the event of an emergency. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the State of California Office of Emergency Services.

**Sec. 4-2.07 Nonsummary Nuisance Abatement.**

(a) Order. Whenever the director of emergency services, or the director's designee, identifies an unsafe building or structure as defined in Section 203 of the Uniform Building Code, which does not meet the summary procedure criteria of Section [4-2.08](#), and determines that the risk to public health and safety does not present an immediate threat to public health and safety, the director, or the director's designee, shall set the matter for hearing before the board of building appeals in accordance with the procedures set forth in Chapter 8-2 of this Code. The Director may record an appropriate lis pendens (Notice of Pending Action) giving notice of the pendency of the proceeding.

(b) Notice. The Director shall publish notice, and give five days' written notice of the time and place of the hearing either personally or by certified or registered mail, to the owner and any lien holder or the holder of any other legal or equitable interest in the

property whose name and address appears in public records of title. Service by certified or registered mail shall be effective on the date of mailing, if a certified or registered letter containing a copy of such notice is mailed, postage prepaid, return receipt requested, to the owner at the owner's address as it appears on the last equalized assessment roll of the County of Santa Cruz, or at the address to which the most recent real property tax bill for said property was mailed by the county tax collector. If no such address appears from county tax records, then a copy of the notice shall be addressed to such person at the address of the building, structure or property involved in the proceeding. The failure of any owner or interested person to receive such notice shall not affect the validity of any proceeding taken hereunder. The person giving notice shall prepare and sign a declaration under penalty of perjury certifying the time and manner in which such notice was given, and shall attach any receipt of such notice by certified or registered mail. The notice shall also be published at least once prior to the hearing in a newspaper of general circulation.

(c) Hearing. A hearing shall be held at the time and place designated in the notice of hearing. After the hearing has been opened, it may be continued to a date certain without further notice. All persons having an interest in the building or structure, or having knowledge of facts material to the allegations in any notice or order, may present evidence at the hearing.

(d) Decision. Upon conclusion of the hearing, the board of building appeals shall, based upon the evidence presented at the hearing, determine whether the building or structure, or any part thereof, constitutes a public nuisance. If the board of building appeals finds a public nuisance exists, said board shall issue an order of abatement, which shall direct and order the nuisance abated by demolition or repair

within the time, and in the manner, set forth in the order. The board of building appeals shall give notice of the determination by serving a copy of the order upon the property owner, and by mailing a copy to any person who has requested a copy of the order and has provided an address for mailing. If the board of building appeals finds a nuisance does not exist, the order shall so state. The determination of the board of building appeals shall be final and conclusive. It shall terminate the administrative proceeding.

**Sec. 4-2.08 Summary Nuisance Abatement.**

(a) Order. Whenever, in the judgment of the Director of Emergency Services, or of the Director's designee, it appears that a public nuisance exists in, on, or near any building, structure, or property, constituting an immediate threat to public health or safety, requiring prompt action, the director, or the director's designee, may order that the building, structure, or property, or a portion thereof, be immediately:

(1) Vacated, barricaded, boarded up or otherwise secured against use or occupancy by all persons except as permitted by the order, and thereafter kept vacant until the chief building official of the City has issued permission to reoccupy the premises;

(2) Repaired or altered in a manner set forth in the order, so as to be safe;

(3) Demolished.

(b) Criteria for Summary Abatement. In making the determination that a public nuisance for purposes of this section exists, the director shall be guided by the criteria set forth in the Uniform Code for the Abatement of Dangerous Buildings, which criteria define whether or not a building is considered dangerous for purposes of that code.

(c) Notice. A summary nuisance abatement order issued pursuant to this section shall state the time within which action is required. A copy of the order shall be posted in a conspicuous place upon the building, structure or property. A copy of the order shall also be served upon the owner, lien holders, lessees and others whose interest in the building, structure or property appears in public records of title. The order shall be served either personally or by registered or certified mail, return receipt requested. Service by certified or registered mail shall be effective on the date of mailing, if a certified or registered letter containing a copy of such notice is mailed, postage prepaid, return receipt requested, to the owner at the owner's address as it appears on the last equalized assessment roll of the County of Santa Cruz, or at the address to which the most recent real property tax bill for said property was mailed by the county tax collector. If no such address appears from county tax records, then a copy of the notice shall be addressed to such person at the address of the building, structure or property involved in the proceeding. The failure of any owner or interested person to receive such notice shall not affect the validity of any proceeding taken hereunder. The person giving notice shall prepare and sign a declaration under penalty of perjury certifying the time and manner in which such notice was given, and shall attach any receipt of such notice by certified or registered mail.

(d) Hearing. Unless immediate action is required for the protection of the public health and safety, a hearing shall take place at the site of the subject building, structure or property, or at such other location as may be designated in the notice of hearing, at the time and place designated in said notice of hearing. A summary nuisance abatement hearing officer shall be designated by the director of emergency services for the purpose of conducting said hearings. If said summary nuisance

abatement hearing officer cannot for any reason conduct any summary nuisance abatement hearing, then the director of emergency services shall serve as the alternate summary nuisance abatement hearing officer. All persons having an interest in the building, structure or property, or having knowledge of facts material to the allegations in any notice or order, may present evidence at the hearing.

(e) Decision. Upon conclusion of the hearing, the summary nuisance abatement hearing officer or alternate summary nuisance abatement hearing officer shall, based upon the evidence presented at the hearing, determine whether the premises, or any part thereof, constitutes a public nuisance. If said hearing officer or alternate hearing officer finds a public nuisance to exist, said hearing officer or alternate hearing officer shall issue an order of abatement, which shall direct and order the nuisance abated by demolition or repair within the time, and in the manner, set forth in the order. The hearing officer or alternate hearing officer shall give notice of the determination by serving a copy of the order upon the property owner, and by mailing a copy to any person who has requested a copy of the order and has provided an address for mailing. If the hearing officer or alternate hearing officer finds a nuisance does not exist, the order shall so state. The determination of the summary nuisance abatement hearing officer or alternate summary nuisance abatement hearing officer shall be final and conclusive. It shall terminate the administrative proceeding.

#### **Sec. 4-2.09 Failure to Comply with Nuisance Abatement Order.**

Whenever any non-summary or summary nuisance abatement order has not been complied with within the time set by the order, the director of emergency services may, in addition to any other remedy provided herein or by law, cause the building, structure or property, or portion thereof, to be:

(a) Vacated, barricaded, boarded up or otherwise secured against use or occupancy by all persons except as permitted by the order, and thereafter kept vacant until the chief building official of the City has issued permission to reoccupy the premises;

(b) Repaired or altered in a manner set forth in the order, so as to be safe; or

(c) Demolished.

#### **Sec. 4-2.10 Nuisance Abatement Cost Recovery.**

The Director of Finance shall keep an accounting of the cost, including administrative expenses, of abating any nuisance under this Chapter. The Director of Finance shall prepare an itemized report thereof, showing the expense of abatement, and the City shall recover these expenses from the owner. In recovering its expenses, the City may employ those procedures delineated in Chapter 1-2.10 et seq of this Code, the procedures delineated in the Uniform Code for the Abatement of Dangerous Buildings, or any other procedure authorized by law.

#### **Sec. 4-2.11 Violations.**

No person shall:

(a) Willfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him or her by virtue of this chapter;

(b) Do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of this City, or to prevent, hinder or delay the defense or protection thereof;

(c) Wear, carry or display, without authority, any means of identification specified by the State Office of Emergency Services or the City of Watsonville.

Any violation of this section shall be a misdemeanor, punishable in accordance with the provisions of Chapter 1-2.01 of this code.

## **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 City Charter.

## **SECTION 3. EFFECTIVE DATE.**

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

\*\*\*\*\*



**City of Watsonville  
Police Department**

**M E M O R A N D U M**



**DATE:** October 4, 2019

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

**FROM:** David Honda, Chief of Police  
Michael McKinley, Police Captain  
Tamara Vides, Deputy City Manager

**SUBJECT:** Consideration of a Ban on the Sale of Flavored Tobacco and E-Cigarettes in the City of Watsonville

**AGENDA ITEM:** October 8, 2019 City Council

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**RECOMMENDATION:**

It is recommended that the City Council introduce an Ordinance to replace Chapter 46, "Tobacco Retailer License" of Title 5, "Public Welfare, Morals, and Conduct".

**BACKGROUND:**

The nation is facing a disturbing picture of youth tobacco use. The explosion of flavored products and an evolution of tobacco marketing across social media is fueling teen tobacco use through a new generation of tobacco products. Watsonville is no exception. While the U.S. Food and Drug Administration banned the use of flavors in cigarettes (except menthol) in 2009, this restriction did not apply to other nicotine products such as e-cigarettes, cigars, and smokeless tobacco and hookah pipes. As a result, there has been rapid growth of electronic smoking devices and flavored tobacco products, with flavors that taste and smell like candy. Kid-friendly flavors such as grape, bubblegum and gummy bear make it easier for youth to start smoking and stay with it until they're addicted.

A California Medical Association report found youth are more likely to try a tobacco product that is flavored, and the industry knows that the vast majority of addicted smokers start before age 18. Studies show that 80 percent of young people who have tried tobacco started with a flavored product and three-fourths of flavored product users would no longer use the product if it was not flavored. Younger smokers are more likely to develop severe nicotine addiction and increase their risk of cancer, heart disease, emphysema, and other serious health problems.

During the past several months, there has been an increase in the news media of the dangers associated with vaping (use of e-cigarettes). Moreover, in the last several weeks, daily news

has been inundated with reports of health risks associated with vaping. It is reported that the number of people with lung illnesses linked with vaping habits has increased to 1,080, from last week's figure of 805 cases, and 18 people have died, as of Thursday, October 3, 2019 as reported by the Centers for Disease Control and Prevention (CDC). Based on cases where data on the patients was available, the CDC says that nearly three-quarters were male, two-thirds were 18 years to 34 years old and 16 percent were younger than 18 years.

Governor Gavin Newsom signed on September 16, 2019, Executive Order N-18-19 to confront the growing youth epidemic and health risks linked to vaping. The executive order directs the Department of Public Health (CDPH) to launch a \$20 million statewide digital and social media public awareness campaign to educate youth, young adults and parents about the health risks of vaping nicotine and cannabis products.

In California, there are 42 counties and cities that have already banned flavored tobacco products. In just the past two months, the cities of San Francisco and Richmond have passed ordinances to ban vaping and e-cigarettes products until the Federal Drug and Alcohol administration approves the use of these products.

## **DISCUSSION:**

Given the growing public health concerns, in May 2019, the Watsonville City Council directed staff to study issues related to banning or limiting the sale of flavored tobacco and nicotine products in the City of Watsonville and to return to the City Council with updated regulations and a recommendation for a revised ordinance. In light of the range of information collected, staff is bringing back for Council's consideration updated regulations and a revised tobacco retailing ordinance.

The proposed Chapter 46 of the Watsonville Municipal Code codifies specific requirements and restrictions for the sale of Tobacco Products for the following purposes:

- to ensure compliance with business standards and practices of the City;
- to encourage responsible tobacco retailing;
- to discourage violations of tobacco control law, and
- to promote the welfare of youth by discouraging the commercial exploitation of underage tobacco users.

Watsonville has 48 licensed tobacco retailers. Flavored tobacco products and e-cigarettes are widely available in Watsonville stores. In a recent inspection performed by the Watsonville Police Department, it was reported that:

- 40% of stores sell e-cigarettes and flavored vaping tobacco.
- 75% of stores sell flavored cigars, while 48% sell flavored tobacco.
- 98% of the stores sell menthol cigarettes.

The current ordinance was updated using several best practices for tobacco retailing. Staff developed a purpose for this chapter including the health and wellbeing of youth, updated relevant definitions of terms for the chapter and updated application procedures.

Tobacco Retailer License – Violations include language to ban the sale of flavored tobacco products. Due to the alarming increase in health concerns linked to vaping and the appeal of flavored e-liquids to youth, a new section was added to prohibit the sale of electronic cigarettes in the City of Watsonville. Requirements and restrictions for tobacco stores are also being proposed.

In order to draft a revised ordinance, City staff evaluated how other communities have addressed these issues and consulted with Santa Cruz County Health Services Agency- Tobacco Prevention and Education Health Educators, Pájaro Valley Prevention and Student Assistance – Empower Watsonville Youth Group, and other community prevention partners and interested stakeholders in reviewing these issues.

The Police Department invited all 48 licensed tobacco retailers in the City of Watsonville to attend a meeting on September 19, 2019 to discuss the potential impacts of a flavored tobacco ban in the City of Watsonville. Six individuals attended the meeting and shared their concerns and perspectives in relation to tobacco sales, youth access to tobacco products, and business income impacts.

During the meeting with retailers, consistent with frequent opposition against bans of flavored tobacco or other tobacco products, the following arguments were raised:

- Flavored tobacco users will simply order online or visit neighboring stores.
- Prohibiting the sale of certain tobacco products will drastically reduce retailer profits and may put them out of business. They will lose multiple sales and not just tobacco.
- Adults have the right to choose and kids will always find a way to buy these products elsewhere.
- This ban should happen nationwide, not just in our city.

Staff met with Empower Watsonville Youth Group to discuss their concerns and to hear the youth perspectives related to the vaping crisis. Youth emphasized the accessibility and prevalent use of vaping devices in schools and discussed the appeal of flavored e-liquids. Youth are concerned about the common misconception that vaping is harmless and nicotine free.

Staff discussed the proposed changes to the ordinance with tobacco prevention partners and health educators. They support the proposed changes to the ordinance banning the sale of flavored tobacco products (including menthol) and e-cigarettes.

### **STRATEGIC PLAN:**

This recommendation is consistent with the Council's Strategic Plan goal of Public Safety as to compliance and enforcement of Federal, State and local regulations governing the sale of tobacco products. This is in direct support of the Council's goal of creating a healthier community.

**FINANCIAL IMPACT:**

At this time, the tobacco retailer license fee is not being changed. The annual fee is set by Resolution of the Council and it is set at \$255 per year. This fee is used by the Police Department to process applications and conduct inspections and enforcement activities. The ban of flavored tobacco and e-cigarettes may result in lower sales tax revenue to the City.

**ALTERNATIVES:**

The Council may choose not to ban flavored tobacco and/or e-cigarettes.

**ATTACHMENTS:**

None

cc: City Attorney



September 25, 2019

◆  
**Chairperson**

*Rachel Kippen*

Watsonville City Council  
275 Main Street, Room 400  
Watsonville, CA 95076

Dear Watsonville City Council Members,

Gummy Bear, Sour Patch, Cotton Candy, Caramel... The list of candy-flavored tobacco products goes on and on! Why does a deadly, addictive product that is supposed to be for adults, look and smell like a child's treat? Because Big Tobacco is out to hook our kids. Please tell them our children's health is not for sale by banning the sale of flavored tobacco products in Watsonville.

California is facing a disturbing crisis of teen tobacco use. The availability of flavored tobacco and nicotine products has skyrocketed in recent years, including little cigars, cigarillos, chewing tobacco, and electronic cigarettes or vapes. As Chair of the Santa Cruz County Tobacco Education Coalition, I hear from local teachers that students as young as third grade are using these products!

In fact, studies show that eighty percent (80%) of current teen smokers started with a flavored tobacco product. Why? Because sweet flavors, including menthol, mask the harshness of tobacco, making it easier for youth to start smoking and stick with it until they're hooked. Kids come for the flavors but get trapped by the nicotine, not realizing that they're inhaling a neurotoxin that harms the developing brain and primes them for addiction to traditional cigarettes as well as other substances.

We are also seeing an alarming rise in vaping-associated pulmonary injuries across the country. Patients, some of whom have only vaped for a few weeks, are experiencing cough, chest pain, fever, and other symptoms that frequently require mechanical ventilation. Medical professionals don't know exactly what is causing these injuries, but one thing is certain: this generation, including Watsonville youth, are lab rats in an experiment being run by Big Tobacco.

I encourage the City of Watsonville, a community that deeply values health and youth wellbeing, to join the growing number of California jurisdictions that have banned the sale of flavored tobacco products.

Sincerely,



Rachel Kippen  
Tobacco Education Coalition Chair

◆  
American Cancer Society  
American Heart Association  
American Lung Association  
Assembly Member Mark Stone's Office  
Cabrillo College  
Central California Alliance for Health  
Community Prevention Partners  
Downtown Streets Team  
Pajaro Valley Health Trust  
Pajaro Valley Prevention  
and Student Assistance, Inc.  
Salud Para La Gente  
Salud y Cariño  
Santa Cruz City Police Department  
Santa Cruz County  
Department of Public Works  
Santa Cruz County  
Friday Night Live  
Santa Cruz County  
Health Services Agency  
Santa Cruz County Office of Education  
Santa Cruz County  
Sheriff's Office  
Save Our Shores  
United Way of Santa Cruz County  
UCSC Student Health (SHOP)

◆  
Community Members  
at Large

P.O. Box 962 ◆ 1070 Emeline Avenue ◆ Santa Cruz, CA 95061  
(831) 454-4141 ◆ FAX (831) 454-5048



# AMERICANS FOR NONSMOKERS' RIGHTS

September 25, 2019

Mayor Francisco Estrada  
Watsonville City Council  
275 Main St., Suite 400  
Watsonville, CA 95076

Dear Mayor Estrada and members of the City Council,

On behalf of our members in Watsonville, Americans for Nonsmokers' Rights wishes to express our support for expanding the city's tobacco retailer licensing requirements to prohibit the sale of all flavored tobacco products at all retailers in the city.

Communities around California are **prohibiting the sale of flavored tobacco products, including menthol cigarettes and flavored electronic smoking devices, in all retailers without exemption**, in order to limit the negative public health consequences of tobacco use and to reduce the impact of targeted tobacco industry marketing, especially to youth and low-income communities of color.

Cities and counties that have already taken action to end the sale of flavored tobacco products include Capitola, Santa Cruz, and Santa Cruz County.

In spite of years of health progress in California, tobacco use and exposure is still the leading cause of preventable death and disease, and our state is still the largest cigarette market in the U.S. Communities are adopting these laws as part of ongoing efforts to lower tobacco-related disease burdens and rising healthcare costs through better prevention policies and programs.

In December 2018, U.S. Surgeon General Jerome Adams issued an "Advisory on E-cigarette Use Among Youth" that declares the country is facing a **youth vaping epidemic**, citing the *Monitoring the Future* survey findings that youth vaping of nicotine nearly doubled between 2017-2018 among 12th graders (from 11% to 20.9%) and 10th graders (from 8.2% to 16.1%). Also, the 2017-2018 California Student Tobacco Survey found that 84% of high school students who use tobacco are using vaping products and 86% of students who use tobacco are using flavored products.

Flavored vaping products—especially market-leading JUUL—are heavily **marketed to youth and young adults in appealing fruit and candy flavors**, often with packaging that mimics popular sweets like gummy worms, Sour Patch Kids, Nerds, and M&Ms, as well as treats like cotton candy, lemonade, and even apple juice.

**Flavors are the key to attracting kids to JUUL and other tobacco products.** Flavors make it easier to inhale the nicotine; the science on this is unequivocal.

San Francisco-based JUUL accounts for 75% of e-cigarette sales in the U.S. and is the driving force behind the nation's youth vaping epidemic. Tobacco giant Altria (parent company of Philip Morris) has invested \$12.8 billion for a 35% stake in JUUL. Vaping companies like to claim they are not Big Tobacco, but JUUL and the tobacco industry are now one and the same.

**Tobacco companies, JUUL, and other vaping companies have everything to gain from addicting young people to their products.** Research shows that the earlier a person starts using nicotine, the

higher the risk of addiction, and the harder it becomes to quit. The use of flavors is strategic because it targets the age group that is most susceptible to nicotine addiction.

Research also indicates that youth who begin nicotine use with e-cigarettes (vaping) are significantly more likely to progress to cigarette smoking than youth who do not use e-cigarettes.

Likewise, **youth smokers are more likely to use menthol cigarettes** than any other age group. Over half of smokers ages 12-17 use menthol cigarettes, compared to less than one-third of smokers over age 35. Significantly, more than 80% of African-American smokers use menthols.


Research shows that **menthol tobacco products are marketed more to African-Americans**. While the tobacco industry's history of targeting the African-American community is often cloaked by its generous community contributions and other forms of "corporate responsibility," it is no secret that the health of African-Americans is most impacted by cancer, heart disease, and stroke—all of which are associated with smoking and secondhand smoke exposure.

Communities should hold tobacco and vaping retailers accountable for being part of the tobacco epidemic by selling these addictive and deadly products in flavors that are appealing to youth and young adults. It is important to take action because the tobacco and vaping industries continue the deceptive and targeted marketing of their products to youth and young adults, African-Americans, the LGBTQ community, and low-income communities. **When it comes to industry tactics, some things never change.**

**Watsonville should put the health of the community ahead of tobacco industry profits.**

Thank you for your leadership and desire to make Watsonville the best place to live, work, and visit. Please feel free to contact us at 510-841-3032 if you have any questions, comments, or feedback.

Sincerely,



Cynthia Hallett, MPH  
President and CEO

*Americans for Nonsmokers' Rights is a national, member-based, not-for-profit organization based in Berkeley, CA that is dedicated to helping nonsmokers breathe smokefree air since 1976.*



## Watsonville Flavored Tobacco Ordinance

1 message

**Anthony Valdivia** <[REDACTED]>  
To: citycouncil@cityo [REDACTED] ityofwatsonville.org  
Cc: [REDACTED]

Fri, Sep 27, 2019 at 12:54 PM

Dear City Council Members,

I am writing to you as a concerned educator in support of a ban on the sale of flavored tobacco in the City of Watsonville.

As the Dean of Students at St. Francis High School Salesian College Preparatory it has been alarming to see the growing popularity of flavored tobacco products, especially electronic devices or vapes. Products such as Juul have proven especially popular with teens due to their compact size (which makes them easy to hide from adults) and techy appearance similar to a computer thumb drive.

We see these products every day in our classrooms, on our playgrounds, and in our student restrooms. Students have even become emboldened to use them in class, blowing the vapor down their shirts when a teacher's back is turned!

The tobacco industry has a long history of targeting kids, with devastating consequences for the nation's health. As an educator, I am particularly worried about the impact of nicotine on the developing brain, leading to memory and learning difficulties.

I urge the City of Watsonville to join the growing list of communities across the state in banning the sale of flavored tobacco products.

Sincerely,  
Mr. Anthony Valdivia  
Dean of Students  
St. Francis Salesian College Preparatory



**Mr. Anthony Valdivia**  
Dean of Students | Assistant Football Coach | Social Studies  
Instructor at St. Francis High School

**Address** [2400 East Lake Ave. Watsonville, CA 95076](#)

**Phone** 831-724-5933 Ext. 155 **Fax** 831-724-5955

**Email** [valdivia@stfrancishigh.net](mailto:valdivia@stfrancishigh.net)

**Website** [www.stfrancishigh.net](http://www.stfrancishigh.net)



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## Watsonville Flavored Tobacco Ordinance

2 messages

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Katie Kelly <[REDACTED]>

Fri, Sep 27, 2019 at 12:41 PM

To: "citycounty@cityofwatsonville.org" <citycounty@cityofwatsonville.org>, "cityclerk@cityofwatsonville.org" <cityclerk@cityofwatsonville.org>

Cc: Tara Leonard [REDACTED]

Dear Watsonville City Council Members,

I am writing to you as a concerned parent in **support of the flavored tobacco ban**. Our county needs to do whatever we can to help prevent this horrible epidemic from rapidly effecting the lives of our teenagers!

As a parent of three children ranging from the ages of sixteen to twenty-one , it has been alarming to see the growing popularity of flavored tobacco products, especially electronic devices or vapes. They are advertised on television, in magazines and through social media in ways that once again make smoking appear glamorous and "safe" to youth. Colorful packaging and low prices appeal to kids while candy and fruit flavors mask the harsh taste of tobacco. Effective regulation is essential to ensure that history does not repeat itself with a new generation of tobacco products!

I take it a step further to say that it is the job of our community to find ways to educate teens on the harmful health effects of vaping and vaping with nicotine. We have tried through our school presentations to educate parents - but as we know teenagers do many things without parents' knowledge or consent. Therefore, it is so very important to educate the students!! According to my child all three of my children know many students that use a juul or other vaping devices - students that probably would not pick up a cigarette because it is known to be extremely unhealthy.

I urge the City of Watsonville to join the growing list of communities across the state in restricting the sale of flavored tobacco products. I also urge our county to begin pushing out health warnings and educational materials to inform all on the harmful effects of vaping and e-cigareete usage.

Sincerely,

Katie Kelly

September 25th, 2019



"Cultivating Success  
Since 2010"

#### Board of Directors:

Dave Grazian  
President  
Granite Construction Inc.  
Retired

Carlos F. Alegre  
V.P., Operations  
Granite Construction Inc.

Blanca Johnston  
Executive Assistant  
Granite Construction Inc.

Amy Martin  
Director, Legal Affairs  
Driscoll's, Inc.

#### Education Advisory Board:

Dr. MaryAnn Mays  
PVUSD Superintendent  
Retired

Larry Lane  
Watsonville High Principal  
Retired

Terry Eastman  
Interim Principal  
Bradley Elementary

Rob Mayeda  
PVUSD Administrator  
Retired

Dear Mayor Estrada and Honorable Members of the City Council,

I work for Youth N.O.W., an organization with a 9-year history of helping to put Watsonville's young people on the path to a great future. Our organization is proudly built on equity for all, connecting them to the academic and social supports youth need to succeed. Our two centers provide Watsonville's youth with a safe space to be after school and during the summer, where learning, sports and recreation, arts, and health and wellness programs allow them to flourish. Our centers offer them opportunities essential for improving the shared future of our community and country.

As part of prioritizing our youth, we have partnered with the County of Santa Cruz's Tobacco Education and Prevention program, in response to the growing epidemic of vaping and electronic cigarette usage among youth. We have been hearing that local students as young as 4<sup>th</sup> and 5<sup>th</sup> grade have been experimenting with flavored tobacco products and vaping devices. The tobacco industry deliberately targets low-income communities and communities of color, making flavored tobacco an issue of equity and social justice.

Youth are becoming addicted to nicotine because it is disguised by flavors with fun, fruity, and candy names. Many of these are supposed to have very recognizable appeal to specific groups: tres leches, horchata, and dulce de leche are prime examples of this. There are almost 17,000 flavors already, with more being added every month. We know—both from talking to youth, and from public health studies—that they first try these products out of curiosity and because of the flavors, and that they then continue to use them because of the flavors. Restricting youth access to the flavored products would make an immense, positive impact on our young people's health and safety, and on our country's future. Underage smokers and vapers grow up to be adult smokers and vapers, with lifelong addictions, diagnosed with the hundreds of different and terrible health conditions resulting from their usage. Those who start smoking and vaping before 18 comprise 90% of adult users, and tend to be the heaviest, longest users. The younger they begin, the earlier the health problems start, and the younger they die.

Currently, tobacco-related diseases kill over 520,000 Americans every year. The World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) have long known that even if cigarette smoking rates have already peaked, and even if rates fall dramatically, most of the tobacco epidemic remains in the future, with a death toll far bigger than the tragedy we have seen so far. This is because tobacco kills slowly. And when the WHO and the CDC began understanding that the worst of the tobacco epidemic was still to come, this new, rampant epidemic of vaping was not even sufficiently recognized yet.

Those of us who work with youth do everything we can to create better futures for them. But we cannot do it alone. We need policy makers to help us further safeguard those futures, and the health of our youth, while they are still young! Nicotine and the chemicals in these products damage their brains and their lungs, right from the first time they try them. Restricting youth access to these products would offer them vital protection from the predatory tobacco industry that so clearly seeks to profit from young lives. By banning all tobacco products from pharmacies, our whole community benefits from having health-delivery businesses that do not also contribute to the profits and statistics of the tobacco epidemic.

I strongly urge the Watsonville City Council to adopt this ordinance, thereby banning the sale of all flavored tobacco products, including menthol, and creating tobacco-free pharmacies. In doing so, the council would join the growing list of policy makers across the state and nation prioritizing the present and future health of our young people, for generations.

*Michele Chaney*

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Youth N.O.W. Executive Director

#### Youth N.O.W. Student Center

124 East Lake Ave. • Watsonville, CA 95076 • 831.768.7998 direct  
[www.youthnowcenter.org](http://www.youthnowcenter.org) • [contact@youthnowcenter.com](mailto:contact@youthnowcenter.com)



**Public Health**  
Prevent. Promote. Protect.  
**Santa Cruz County**



October, 2019

Dear Watsonville City Council Members,

I am writing, as the Santa Cruz County Health Officer, to express support for a ban on the sale of flavored tobacco products, including electronic cigarettes, in the City of Watsonville.

As a physician, I have seen first-hand the devastating effects of tobacco use and nicotine addiction on children, adults, and families. The growing popularity of flavored tobacco products, including menthol, threatens to undo decades of work in lowering tobacco use rates in California and locally. These products help new users establish habits that can lead to long-term addiction, increasing their risk of cancer, heart disease and other tobacco-related illnesses.

The FDA banned the sale of flavored cigarettes other than menthol in 2009 because they appealed to youth. But flavored e-cigarettes, e-liquids, cigars, hookah, and chewing tobacco continue to be sold. New electronic products such as JUUL devices have proven especially popular with teens due to their compact size (which makes them easy to hide from adults) and “techy” appearance similar to a computer thumb drive. Now we are facing a growing epidemic of vaping-associated pulmonary illnesses, with more than 530 cases reported nationwide. Tragically eight of these cases, including two in California, have proven fatal.

Nonetheless, during this process you are likely to hear from people who have used flavored e-cigarettes as a quit device. I have spent countless hours counseling patients to quit; we all know how difficult it is to break the cycle of nicotine addiction. While personal stories are compelling, public health decisions need to be based on evidence, not anecdote. E-cigarettes have not been endorsed by the FDA as a quit device while other effective options are widely available. Currently the research is inconclusive on whether e-cigarettes actually help people stop using traditional cigarettes in the long run. What we do know, is that these devices are enticing a new generation to start smoking. This is a public health cost we cannot afford to pay.

I strongly urge the City of Watsonville to ban the sale of all flavored tobacco products.

Sincerely,

Gail Newel, MD, MPH  
Health Officer, Santa Cruz County



September 26, 2019

The Honorable Francisco Estrada  
Watsonville City Council  
275 Main St., Suite 400 (4th Floor)  
Watsonville, CA 95076

Dear Mayor Estrada and Members of the Watsonville City Council:

The American Cancer Society Cancer Action Network's mission is to end suffering and death from cancer, and we are committed to advancing that mission in the City of Watsonville. To that end, we are deeply concerned about the availability of flavored tobacco products, which is contributing to a growing epidemic that is plaguing our communities here in Northern California and nationwide. We urge you to end the sale of all flavored tobacco products including flavored e-cigarettes and menthol cigarettes citywide, with no exemptions, and end the sale of all tobacco products in pharmacies to protect the lives of our young people from the predatory marketing of the tobacco industry.

Four out of five youth who have ever used a tobacco product started with a flavored tobacco product, and when asked why, say because they come in flavors they like. With more than 15,000 flavors of tobacco like sour worm and cotton candy, it's clear that our youth are being targeted for lifelong addiction. A recent study concluded that youth who use e-cigarettes are more than four times more likely to try cigarettes and nearly 3 times as likely to smoke cigarettes than those youth who never tried e-cigarettes. Young people who smoke menthol cigarettes are disproportionately African American, Asian American, LGBT and from low-income communities already significantly impacted by tobacco-related disease. Prohibiting the sale of all flavored tobacco products including menthol cigarettes removes much of the allure of these products and is a key component of a comprehensive strategy to effectively help reduce tobacco initiation, and subsequent addiction.

Thank you for considering tobacco-free pharmacies. Tobacco products, which are still the leading cause of preventable death in California, should not be sold in pharmacies where residents seek health promoting products. We urge you to join the many other jurisdictions across the state that have chosen to end the sale of all tobacco products in their pharmacies.

We need to make the health of Watsonville youth a priority and join our neighbors in the numerous communities throughout California who have adopted strong policies to end the sale of all flavored tobacco products. We urge you to end the sale of *all* flavored tobacco products citywide, including menthol cigarettes, with no exemptions for adult-only stores, and to also end the sale of all tobacco products in pharmacies.

Sincerely,

Jen Grand-Lejano  
Government Relations Director, Northern California  
American Cancer Society Cancer Action Network

Hello, good afternoon fellow people of this community. My name is Yocelyn Gonzalez, I'm a student from Pajaro Valley high school. Today I would be addressing a serious problem that has been increasing among teenagers recently. You might be wondering what it might be, well it involves vaping. Vaping has become something that can be easily accessible and consumed and may be seen as an alternative to smoking. It is seen from social media platforms to school property. The one that is commonly became a trend is the flavored e-cigarettes or juules. While the companies of these brands or products are making a profit, people are becoming more and more addicted to these, and possibly lead to health issues or death. According to the 2019 National Youth Tobacco Survey, 97% of all the kids who vape use flavored products...E-cigs actually create a toxic aerosol that contains nicotine, an addictive drug that harms the developing brain while it keeps young people smoking until they're hooked." Eventually, after they get hook they would want to try other drugs. Additionally, peer pressure can also be apart of this problem. Students buying off other students can be a thing, keeping it a secret, but able to see smoke going into that person's body won't be a secret anymore once they are in the hospital bed. Having it go into the wrong hands of little kids or even your siblings, would be a nightmare and create more fear. Especially, when they have candy flavors and kids love candy, and that is dangerous. It depends on the person too if they want to risk it or not. That person has the ability to say no and think about the consequences it can bring along their future. There are better alternative ways to escape life, but using drugs is not one. I hope you all consider this and take a stand to ban flavored tobacco products in our community, start off with banning one drug, then exceeding to ban other drugs too.

Thank you for your time.



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## Support for protecting Watsonville youth

1 message

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**Georgina Ruiz** <[REDACTED]>  
Reply-To: Georgina Ruiz [REDACTED]  
To: Beatriz Vazquez Flores <cityclerk@cityofwatsonville.org>

Thu, Oct 3, 2019 at 3:16 PM

Oct 3, 2019

City Clerk Beatriz Vazquez Flores

Dear City Clerk Flores,

We need to act now to protect youth in Watsonville from a lifetime of nicotine addiction.

I understand that on October 8th you will be discussing options to end the sale of flavored tobacco products in Watsonville. I am unable to attend the meeting in person, but I wanted to thank you for looking for ways to better protect the youth of Watsonville from a lifetime of addiction to nicotine in all its forms.

We know that fruit, mint, and candy flavored tobacco products lure kids into a lifetime of nicotine addiction. To that end, I urge the city council to end the sale of all flavored tobacco products in our city, including menthol cigarettes.

I also ask that you end the sale of all tobacco products in pharmacies. Our kids should not have to be exposed to deadly tobacco products when they go to pharmacies looking for medicine and products to promote health. Kids in Watsonville deserve better.

I'm counting on you to take action to remove these insidious products from our community and protect the health of our youth.

Sincerely,

[REDACTED] Ruiz

[REDACTED]  
Watsonville, CA 95076-2911  
(831) [REDACTED]  
[REDACTED]



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## High School Mom Wants a Ban - Yes to Watsonville Flavored Tobacco Ordinance

1 message

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**Jen Mackie** <[REDACTED]>

Thu, Oct 3, 2019 at 3:42 PM

To: citycouncil@cityofwatsonville.org, cityclerk@cityofwatsonville.org

Cc: [REDACTED]

Hello Dear Watsonville City Council Members,

I am writing to you as a concerned parent in support of the flavored tobacco ban. Enough is enough!

As a parent of a Junior, I am very concerned. My daughter tells me it's all over, She's tried it. The peer pressure is REAL. Last year we watched her dear school friend become addicted and was finally removed from school 3/4 of the way into her Sophomore year for being unable to discontinue vaping on school grounds. It has been alarming to see the growing popularity of flavored tobacco products, especially electronic devices or vapes. They seem fun, like a flavored Starbuck's drink.

They are advertised on television, in magazines and through social media in ways that once again make smoking appear glamorous and "safe" to youth. Colorful packaging and low prices appeal to kids while candy and fruit flavors mask the harsh taste of tobacco. Effective regulation is essential to ensure that history does not repeat itself with a new generation of tobacco products!

Smoking is a gateway drug. The lying and sneaking begins. Then finding others who are all too willing to encourage and engage others in this type of behavior.

I urge the City of Watsonville to join the growing list of communities across the state in restricting the sale of flavored tobacco products. Besides, it's not like we are asking for a gun ordinance.

Sincerely,  
Jen Mackie



**FRIDAY  
NIGHT**

*live*



**Santa Cruz County Friday Night Live Partnership  
Friday Night Live builds partnerships for positive and healthy youth development  
which engage youth as active leaders and resources in their community.**

September 27, 2019

Dear Watsonville City Council,

On behalf of Santa Cruz County Friday Night Live Youth Council, we want to express our support in restricting or banning the sale and availability of flavored tobacco products and banning all tobacco products from pharmacies.

Friday Night Live is a youth adult partnership empowering youth to make healthy decisions, develop skills and engage with our community to prevent access and use of alcohol, tobacco, and other drugs. Friday Night Live youth leaders are from middle schools and high schools across the county.

We see issues related to tobacco in our schools in Santa Cruz County regularly, even though in the past years there has been a huge drop in cigarette/traditional tobacco use by youth. The issues we see now are with flavored tobacco products (especially with e-cigarettes and vaping devices like Juul), because flavored products are easier to access, use, and share than traditional products. In our own schools we have even seen students vaping in class, in the halls, and in bathrooms. Often, we hear people say, "it's just flavor, there's nothing bad in it" or "it isn't smoking", but we know that this isn't true. Flavored tobacco products are just as dangerous because they contain nicotine, which we know is highly addictive, and other harmful chemicals that are covered up by flavors that appeal to youth.

We learned that in Santa Cruz County, over 60% of tobacco merchants near schools sell flavored tobacco products. These products come in many forms and thousands of flavors, like "Sweet Leche Flan", "Churros & Ice" or "Juice Box". Not only do these flavors clearly target youth, but the colorful, candy wrapper-like packaging does too. These products are easily available and are often priced lower than regular tobacco products. These are "starter" products for the tobacco industry that establish smoking habits in youth and can lead to a lifetime of addiction and illness. 80% of youth who have ever used tobacco started with a flavored product!

To help keep youth in Watsonville healthy and to prevent a huge spike in tobacco use and related diseases (like heart disease, cancer, stroke, and asthma) in our generation, we encourage you to restrict or ban the sale and availability of flavored tobacco products in Watsonville, and banning all tobacco products from pharmacies. It's a step in the right direction that several cities across Santa Cruz County are already taking. It's also a step that would help develop what we as youth want in our community- wellbeing, rather than a lifetime of addiction and issues for our friends, classmates, and families.

The Watsonville City Council has shown its commitment to creating a community where young people can thrive. We ask you to continue prioritizing and protecting youth in our community as you decide on this important health issue.

Thank you,

Santa Cruz County Friday Night Live Youth Council







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## Watsonville flavored tobacco ordinance

1 message

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**Kathy Farley** [REDACTED]

Thu, Oct 3, 2019 at 5:10 PM

To: [citycouncil@cityofwatsonville.org](mailto:citycouncil@cityofwatsonville.org), [cityclerk@cityofwatsonville.org](mailto:cityclerk@cityofwatsonville.org)

Cc: [REDACTED]

Dear Watsonville City Council Members,

I am writing to you as a concerned parent in support of the flavored tobacco ban. Enough is enough!

As a parent of three children and foster parent to three more children, it has been alarming to see the growing popularity of flavored tobacco products, especially electronic devices or vapes. They are advertised on television, in magazines and through social media in ways that once again make smoking appear glamorous and “safe” to youth. Colorful packaging and low prices appeal to kids while candy and fruit flavors mask the harsh taste of tobacco. Effective regulation is essential to ensure that history does not repeat itself with a new generation of tobacco products!

According to my youngest child he knows numerous other teens who are experimenting with vaping both outside of school and on campus. It is readily available at corner gas stations and other smoke shops and extremely easy to purchase. At this time he has not started using these products but with the secret use by his peers I am concerned it is becoming normalized. Our youth should not be convinced this product is like “candy” and “safe”. And it should not be so readily available!

I urge the City of Watsonville to join the growing list of communities across the state in restricting the sale of flavored tobacco products.

Sincerely,

Kathy Farley

**ORDINANCE NO. \_\_\_\_\_ (CM)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WATSONVILLE RESCINDING CHAPTER 46 (TOBACCO RETAILER  
LICENSE) OF TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT)  
OF THE WATSONVILLE MUNICIPAL CODE AND ADDING A NEW  
CHAPTER 46 ENTITLED TOBACCO RETAILER LICENSE**

## Rescinds Ordinance No. 1263-10 (CM)

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**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE,  
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

## **SECTION 1. ENACTMENT.**

Title 5 (Public Welfare, Morals, and Conduct) of the Watsonville Municipal Code is hereby amended by rescinding Chapter 46 (Tobacco Retailer License) in its entirety and adding a new Chapter 46 entitled Tobacco Retailer License to read in words and figures as follows:

### **CHAPTER 46 TOBACCO RETAILER LICENSE**

#### **Sec. 5-46.01 Purpose.**

(a) The purpose of this chapter is to promote the health, safety and general welfare of residents, the City of Watsonville has a substantial interest in encouraging compliance with Federal, State and local regulation of tobacco sales and use.

(b) State law permits local governments to enact tobacco retail licensing ordinances and allows for the suspension or revocation of a local license for a violation of any State tobacco control law.

(c) This chapter is adopted to: (1) ensure compliance with business standards and practices of the City, (2) to encourage responsible tobacco retailing and (3) to discourage violations of tobacco control law, and (4) promote the welfare of youth by discouraging the commercial exploitation of underage tobacco users. This chapter is not intended to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or otherwise regulated.

#### **Sec. 5-46.02 Definitions.**

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Consumer” shall mean a person who purchases a tobacco product for consumption and not for sale to another.

(b) “Drug paraphernalia” shall have the definitions set forth in California Health and Safety Code Section 11014.5, as that section may be amended from time to time.

(c) “Electronic smoking device” shall mean any device that may be used to deliver any aerosolized or vaporized substance to a person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(d) “Flavored tobacco product” shall mean any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by a consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb or spice.

(e) “Labeling” shall mean written, printed, or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

(f) “License” shall mean a tobacco retailer license issued by the City pursuant to this chapter.

(g) “License fee” shall mean the charge established by Council resolution calculated to recover the reasonable regulatory costs of issuing and administering licenses, retailer, youth and public education, performing investigations, inspections, and the administrative enforcement and adjudication thereof.

(h) “Licensee” shall mean any proprietor holding a license issued by the City pursuant to this chapter.

(i) “Manufacturer” shall mean any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

(j) “Package” or “Packaging” shall mean a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

(k) “Person” shall mean either a human being or a legal entity. Examples of legal entities include but are not limited to a corporation, general partnership, cooperative association, limited partnership, limited liability company or limited liability partnership.

(l) “Pharmacy” shall mean any retail establishment in which the profession of pharmacy is practice by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription Pharmaceuticals are offered for sale, regardless of whether the retail establishment sell other retail goods in addition to prescription pharmaceuticals.

(m) “Proprietor” shall mean a person with an ownership or managerial interest in a tobacco retailer. An ownership interest shall be deemed to exist when a person has

a ten percent (10%) or greater interest in the stock, assets, or income of a business. A managerial interest shall be deemed to exist when a person may or does have or share ultimate control over the day-to-day operations of a tobacco retailer.

(n) "Sale" or "Sell" shall mean any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

(o) "Self-service display" shall mean the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(p) "Tobacco paraphernalia" shall mean any item designed or marketed for the consumption, use or preparation of tobacco products.

(q) "Tobacco product" shall mean:

(1) any article or substance containing or made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus

(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of 1) or 2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

“Tobacco product” does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(r) “Tobacco retailer” shall mean any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, tobacco paraphernalia, or e-cigarettes or who distributes free or low cost samples of tobacco products or tobacco paraphernalia.

(s) “Tobacco retailing” shall mean selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchanged.

(t) “Youth” shall mean any person or persons under 21 years of age.

#### **Sec. 5-46.03 Application procedure.**

(a) All applications for a license shall be submitted to the Police Chief in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor. Each license application must be accompanied by the required license fee which is set by resolution of the Watsonville City Council.

A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location.

(b) It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco

retailer's license. No proprietor may rely on the issuance of a license as a determination by the City that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5-46.12.

(c) Every application shall contain the following information:

(1) The name, address, and telephone number of each proprietor seeking a license;

(2) The address, and telephone number of the fixed location for which the license is sought;

(3) A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection 5-46.03(c)(1) of this section.

(4) Whether or not any proprietor has previously been issued a license pursuant to this chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation;

(5) Proof that the location for which a tobacco retailing license is sought has been issued a valid State tobacco retailer's license by the California Department of Tax and Fee Administration;

(6) A statement signed by each proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought;



(7) A statement signed by each proprietor that the proprietor is informed of the laws affecting tobacco retailing licenses; and

(8) Such other information as the City deems necessary for the administration of this chapter.

(9) All information required to be submitted in order to apply for a tobacco retailer's license shall be updated whenever the information changes. A tobacco retailer shall provide the Police Chief with any updates within 10 business days of a change.

#### **Sec. 5-46.04 Issuance of Tobacco Retailer License.**

Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the Chief of Police shall issue a tobacco retail license unless substantial evidence that one (1) or more of the following exists:

(a) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(b) The application seeks authorization for tobacco retailing at a location for which a suspension is in effect pursuant to this chapter, for which a license has been revoked pursuant to this chapter, or for which this chapter otherwise prohibits issuance of tobacco retailer licenses;

(c) The application seeks authorization for tobacco retailing for a proprietor to whom a suspension is in effect pursuant to this chapter for the subject location or another location, whose license has been revoked pursuant to this chapter for the subject location or another location, or to whom this chapter otherwise prohibits a tobacco retailer license to be issued;

(d) The City has information that the proprietor or his or her agent or employee has violated any local, State or Federal tobacco control law, including this chapter, within the preceding sixty (60) months; or

(e) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter, that is otherwise unlawful pursuant to this code, or that is unlawful pursuant to any other local, State, or Federal law.

(f) Any denial of an application shall be in writing setting forth the reasons for denial of the permit. Such denial shall be subject to appeal in accordance with Section 5-46.16.

**Sec. 5-46.05 License renewal and expiration.**

(a) A tobacco retailer's license is invalid unless the appropriate fee has been paid in full and the term of the license has not expired. The term of a tobacco retailer license is one (1) year beginning each fiscal year on July 1st and ending on June 30th of the following year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's license and submit the license fee no later than thirty (30) days prior to expiration of the term.

(b) A tobacco retailer's license that is not timely renewed shall expire at the end of its term. To reinstate a license that has expired, or to renew a license not timely renewed pursuant to subsection (a) of this section, the proprietor must:

(1) Submit the license fee plus a reinstatement fee of ten (10%) percent of the license fee;

(2) Submit a signed affidavit affirming that the proprietor:

(i) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed; or

(ii) Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in Section 5-46.08(b), before seeking renewal of the license.

**Sec. 5-46.06 Limits on Tobacco Retailer License.**

(a) No license shall be issued to authorize tobacco retailing at other than a fixed business place.

(b) No license shall be issued to authorize tobacco retailing at any location for which a tobacco retailer license suspension is in effect or during a period of ineligibility following a revocation.

(c) No license may be issued, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.

**Sec. 5-46.07 Fee for license.**

(a) The fee to issue or to renew a tobacco retailer's license shall be set by resolution of the City Council from time to time.

(b) The fee shall be calculated so as to recover the total cost of both license administration and license enforcement, including, for example, issuing the license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this section.

(c) All fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

## **Sec. 5-46.08 Tobacco Retailer License - Violations.**

(a) It shall be unlawful for any person to act as a tobacco retailer, or to display or advertise the sale of tobacco products or tobacco paraphernalia in the City without obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which that activity is to occur.

(b) In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a tobacco retailer's license has been issued, it shall be a violation for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

(c) Tobacco retailing by persons on foot or from vehicles is prohibited.

(d) Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(e) No person engaged in tobacco retailing shall sell a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age for sale of tobacco products as established by state law.

(f) It shall be unlawful for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has or produces a taste or smell other than tobacco

shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

(g) All sales of tobacco products and tobacco paraphernalia to consumers shall be conducted in-person at the licensed location. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to deliver tobacco products or tobacco paraphernalia or to knowingly or recklessly sell tobacco products or tobacco paraphernalia to any person that intends to deliver the tobacco product or tobacco paraphernalia to a consumer in the City. For purposes of this subsection, "Deliver" means the commercial transfer of tobacco products or tobacco paraphernalia to a consumer at a location not licensed pursuant to this chapter.

**Sec. 5-46.09 Sale of Electronic Cigarettes Prohibited.**

(a) The sale by a Tobacco Retailer of an Electronic Cigarette is prohibited where the Electronic Cigarette:

- (1) is a New Tobacco Product;
- (2) requires premarket review under [21 U.S.C. § 387j](#), as may be amended from time to time; and
- (3) does not have a premarket review order under [21 U.S.C. § 387j\(c\)\(1\)\(A\)\(i\)](#), as may be amended from time to time.

(b) For the purposes of subsection (k)(l), Electronic Cigarette shall have the definition set forth in the [California Revenue and Taxation Code Section 30121](#) , as may be amended from time to time.

(c) For the purposes of subsection (k)(l), New Tobacco Product has the meaning set forth in [21 U.S.C. § 387j\(a\)\(1\)](#), as may be amended from time to time.

**Sec. 5-46.10 Special Restrictions on Tobacco Retailers that are Tobacco Stores.**

(a) For the purposes of this section, the following words and terms shall have the following meaning:

(1) “Tobacco store” means a tobacco retailer that primarily sells tobacco products and generates at least sixty (60) percent of its gross revenues annually from the sale of tobacco products and tobacco paraphernalia.

(2) “Valid identification” means a document issued by a federal, state, county, municipal government, or subdivision or agency thereof, including, but not limited, a motor vehicle operator’s license or an identification card issued to a member of the Armed Forces, which contains the name, date of birth, description, and photograph of the person.

(b) A tobacco store shall not allow any person younger than twenty-one (21) years of age to be present or enter the tobacco store at any time, unless accompanied by a person who is at least twenty-one (21) years of age; provided, however, that a tobacco store may allow active military duty personnel at least eighteen (18) years of age to be present or enter the tobacco store.

(c) A tobacco store shall allow a person to enter the tobacco store only after confirming the person’s age by inspecting a valid identification provided by the person.

(d) A tobacco store shall display a printed warning sign at or near each public entrance to the tobacco store in a manner conspicuous to persons from the exterior of the tobacco store, and where the sign(s) are unobstructed in their entirety. The sign(s) shall contain the following words with initial letters capitalized in the following manner: PERSONS UNDER 21 YEARS OF AGE PROHIBITED. The sign(s) required by this subsection shall have a minimum height of fourteen (14) inches and width of eleven (11)

inches; each letter shall be at least one-half (1/2) inch high; and the text shall be printed in ink that is of high contrast from the color of the background material.

(e) Nothing in this section shall be interpreted to render inapplicable, supersede, pre-empt or apply in lieu of the signage requirements of the STOP TOBACCO ACCESS TO KIDS ENFORCEMENT ACT (STAKE) at [California Business and Professions Code Section 22952](#) et seq and regulations promulgated and published in [subchapter 14 of Chapter 4 of Division 1 of Title 17 of the California Code of Regulations](#). [§ 6901 et seq]

(f) A tobacco store shall not sell alcohol for consumption in the tobacco store.

(g) Upon request by the City, the proprietor(s) of a tobacco store shall provide financial records documenting its total gross revenues and gross revenues from the sale of tobacco products and tobacco paraphernalia.

(h) The City does not intend and nothing in this chapter shall be interpreted to penalize a person under twenty-one (21) years of age from being present, entering, or attempting to enter a tobacco store.

#### **Sec. 5-46.11 License nontransferable.**

(a) A tobacco retailer's license may not be transferred from one (1) person to another or from one (1) location to another. Whenever a tobacco retailing location has a change in proprietors a new tobacco retailer's license is required.

(b) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

(2) The new proprietor(s) provides the City with clear and convincing evidence that the new proprietor(s) has acquired or is acquiring the location in an arm's length transaction. As used in this section, the term "arm's length transaction" shall mean a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

**Sec. 5-46.12 Suspension or revocation of license by Chief of Police.**

(a) In addition to any other remedy authorized by law, a tobacco retailer's license may be suspended and eventually revoked if the Chief of Police finds pursuant to this chapter that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 5-46.09. During any period of license suspension, the retailer must remove all tobacco products from public view.

(b) Time Period of Suspension of License.

(1) Upon the first time that the Chief of Police makes a finding as set forth in subsection (a) of this section, the tobacco retailer's license shall be suspended for up to sixty (60) days;



(2) Upon the second time that the Chief of Police makes a finding as set forth in subsection (a) of this section within sixty (60) months of the first determination, the tobacco retailer's license shall be suspended for one hundred twenty (120) days;

(3) Upon the third time that the Chief of Police makes a finding as set forth in subsection (a) of this section within sixty (60) months of the prior determination, the tobacco retailer's license shall be suspended one hundred eighty (180) days;

(4) Upon the fourth and each subsequent time that the Chief of Police makes a finding as set forth in subsection (a) within sixty (60) months of the prior determination, the tobacco retailer's license shall be revoked, and no new license may be issued for the location until five (5) years have passed from the date of revocation.

(c) Revocation of License Issued in Error. A tobacco retailer's license shall be revoked if the Chief of Police finds, after written notice and opportunity to be heard, that one (1) or more of the bases for denial of a license under Section 5-46.05 existed at the time the application was made or at any time before the license was issued. The decision by the Chief of Police shall be final. The revocation shall be without prejudice to the filing of a new application for license.

**Sec. 5-46.13 Notice of intended decision.**

(a) Upon determining the existence of any of the grounds for suspension or revocation of a license, the Chief of Police shall issue to the license holder a notice of intended decision.

(b) The notice of intended decision shall state all the grounds upon which the revocation or suspension is based.

(c) The notice of intended decision shall advise the permit holder that the suspension or revocation shall become final unless the licensee files a written request for hearing before the Chief of Police within ten (10) calendar days of the date of service of the notice of intended decision.

(d) The notice of intended decision shall specify the effective date of the suspension or revocation.

**Sec. 5-46.14 Procedure for Hearing before the Chief of Police.**

(a) The written request for a hearing before the Chief of Police must be received by the Chief of Police within ten (10) calendar days of the date of service of the notice of intended decision.

(b) Upon timely receipt of a written request for a hearing, the Chief of Police shall schedule a hearing which shall be held no later than thirty (30) calendar days after receipt of a timely request for hearing.

(c) The Chief of Police shall serve a notice of hearing on the licensee at least ten (10) calendar days prior to the scheduled date of the hearing.

(d) At the hearing before the Chief of Police or before a hearing officer at the Chief's option, the licensee shall be given the opportunity to present witnesses and relevant documentary evidence.

(e) The hearing will be conducted informally and the technical rules of evidence shall not apply. Any and all evidence which the Chief of Police or hearing officer deems reliable, relevant and not unduly repetitious may be considered.

**Sec. 5-46.15 Decision of the Chief of Police.**

(a) The Chief of Police or hearing officer shall serve on the licensee a written decision sustaining, reversing or modifying the Chief's intended decision.

(b) The decision by the Chief of Police or hearing officer after hearing shall become final unless the licensee files an appeal within the time period specified in Section 5-46.13.

**Sec. 5-46.16 Appeal.**

(a) If a licensee is dissatisfied with the written decision of the Chief of Police, the licensee may file a written appeal.

(b) The appeal must be in writing on a form provided by the City and must be received by the City Clerk within fourteen (14) calendar days of notification of the Chief's decision.

(c) The appeal, including its hearing, shall be conducted in accordance with Chapter 1-4.

**Sec. 5-46.17 Tobacco retailing without a license - Seizure.**

(a) Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this chapter are subject to seizure by the Chief of Police or any peace officer and shall be forfeited after the licensee and any other owner of the tobacco products and tobacco paraphernalia seized is given reasonable notice and an opportunity to demonstrate that the tobacco products and tobacco paraphernalia were not offered for sale or exchange in violation of this chapter.

(b) Forfeited tobacco products and tobacco paraphernalia shall be maintained and destroyed pursuant to the Chief's policy for seized evidence.

**Sec. 5-46.18 Enforcement.**

(a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(d) Violations of this chapter are hereby declared to be public nuisances.

(e) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney.

**Sec. 5-46.19 Notice.**

Whenever a notice is required to be given under this chapter, it may be made as provided in this code, and addressed to such person to be notified at the authorized address provided in the application for a tobacco retail license pursuant to Section 5-46.03(c)(1) or, if an authorized address is not supplied, to the business address provided pursuant to Section 5-46.03(c)(2).

**Sec. 5-46.20 Stipulated fine in lieu of hearing.**

For a first or second alleged violation of this chapter within any sixty (60) month period, the City Attorney may allow a tobacco retailer alleged to have violated this chapter to stipulate to the penalties provided in this section in lieu of the penalties that would otherwise apply under this chapter and to forego a hearing on the allegations.

Notice of any stipulation shall be provided to the Watsonville Police Department and no hearing shall be held. Stipulations shall not be confidential and shall contain the following terms plus any other noncriminal provisions established by the City Attorney in the interests of justice:

(a) After a first alleged violation of the chapter at a location:

(1) An agreement to stop selling as a tobacco retailer for one (1) day;

(2) An administrative penalty of One Thousand and no/100ths (\$1,000.00) Dollars; and

(3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violation.

(b) After a second alleged violation of the chapter at a location within any sixty (60) month period:

(1) An agreement to stop selling as a tobacco retailer for ten (10) days;

(2) An administrative penalty of at least Five Thousand and no/100ths (\$5,000.00) Dollars; and

(3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violations.

## **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 City Charter.

## **SECTION 3. EFFECTIVE DATE.**

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

\*\*\*\*\*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WATSONVILLE ESTABLISHING AND SETTING AN ANNUAL  
“TOBACCO RETAILER LICENSE FEE” AT \$255 TO LOCALLY  
REGULATE AND ENFORCE THE RETAIL SALES OF TOBACCO AND  
TOBACCO RELATED PRODUCTS TO MINORS**

**Rescinds Resolution No. 150-10 (CM)**

**EFFECTIVE DATE: NOVEMBER 22, 2019**

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

1. That pursuant to Section 5-46.07 of the Watsonville Municipal Code, the City Council does hereby establish and set an annual Tobacco Retailer License Fee at Two Hundred Fifty-Five (\$255.00) Dollars per retail outlet to locally regulate and enforce the retail sales of tobacco and tobacco related products to minors.
2. That \$255.00 is the amount necessary to reimburse the City for its actual and reasonable costs in connection with the Tobacco Retailer License program.
3. That the aforementioned rate shall supersede any and all fees of the City inconsistent therewith and shall be effective immediately.

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**City of Watsonville  
City Manager's Office**

**M E M O R A N D U M**



**DATE:** October 4, 2019

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

**FROM:** Tamara Vides, Deputy City Manager

**SUBJECT:** Adoption of Ordinance Renewing Public Safety Tax with Restrictions Extending Existing Sales Tax Measure

**AGENDA ITEM:** October 8, 2019 **City Council**

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**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance renewing the Public Safety Tax with restrictions extending existing sales tax measure for consideration by the voters during the March 2020 election.

**BACKGROUND:**

Prior to 2014, the City of Watsonville struggled with rising crime rates, drug houses and alarming gang activity. A City of Watsonville Public Safety Sales Tax Measure was passed by a two-thirds vote in the November 2014 election as a special tax. The measure, known as Measure G, authorized the City to levy an additional sales tax of 0.5% for seven years to increase funding for fire protection and law enforcement.

This local funding has been very successful. Today, Watsonville has some of the lowest crime rates and gang incidents of cities in the region.

Watsonville's population has continued to grow and call volumes for life safety services have increased by 680% in the past 30 years. Measure G funding has helped our firefighters, paramedics and police officers respond to life-threatening emergencies safely and quickly.

Measure G has generated approximately \$4,000,000 of funding to the City per year. These funds have been allocated according to voters' priorities for the operations of the Fire and Police Departments.

Measure G has helped maintain adequate staffing levels for the Fire Department. The Fire Department has hired seven (7) Firefighters and one (1) Administrative Assistant funded by the measure. The measure has allowed the City to purchase new self-contained breathing apparatuses, personal protective equipment and hand tools to minimize hazard exposure of Fire personnel. The Fire Department has also used Measure G funding to replace its aging

fleet, including the purchase of two (2) new engines and one (1) new tiller/ladder truck. These enhancements have supported firefighters in doing their jobs safely and have allowed them to respond efficiently to life threatening emergencies.

The Police Department has also been able to comply with the expected outcomes and promises made by Measure G. Staffing levels of the department have increased as specified in the measure, including hiring seven (7) additional officers. In addition, Measure G also funds a Crime Analyst, two (2) Police Service Specialists, a Youth Employment Specialist and a Property and Evidence Specialist. Prior to Measure G, the Police Department's fleet of patrol vehicles averaged 20 years in age and over 300,000 miles per vehicle. With the Measure's funding, the Police Department has had the opportunity to replace much of its aging fleet with modern vehicles. Additionally, the department has been able to buy handheld radios, police body cameras and other technology and equipment that allow officers to solve crimes more efficiently. Moreover, the Watsonville Police Department has utilized Measure G funding to lead two Youth Prevention and Development programs: the Police Activities League (PAL) and the Caminos Programs. Both programs have successfully engaged over 500 youth per year in pro-social activities, and youth leadership development activities.

The public citizen oversight committee that reviews public safety funding has consistently reported that the City has spent Measure G funds effectively and as promised. An independent private auditor has for over 5 years audited Measure G revenues and expenditures, and found that the City has complied with all conditions set by voters.

#### **DISCUSSION:**

Measure G is scheduled to expire in 2021, unless renewed by voters. The City Council recognizes that the City must work with the community to renew the measure and ensure our public safety and emergency services are maintained.

The City commissioned a public opinion research firm to examine if the community supports continuing the 0.5% public safety sales tax and to identify resident's concerns, needs and priorities in the City's delivery of public safety and emergency services and future budget planning.

In March 2019, Godbe Research conducted a community-wide, statistically valid survey of likely voters. A total of 502 interviews of likely voters were completed using a combination of land lines, cell phones, text messages and emails. The community poll shows that there is over 71.8% likely support of renewing a city-wide measure to continue working on the successful strategies that have helped make Watsonville a safer community.

A renewal measure would mandate the same strict fiscal accountability oversight provisions as Measure G:

- Funding is for the specific purposes outlined in the ballot measure and cannot be taken by the State;
- Independent citizen oversight will continue along with mandatory, private third party independent financial audits and annual reports to the community will be required



The proposed ordinance for this measure was crafted using information and opinions from the likely voters who participated in the survey. The restrictions of the new ordinance are similar to the original measure, but include minor changes. Voters expressed strong support for expanding and creating additional safe spaces for youth. Therefore, the new measure includes the Parks and Community Services Department as a new partner to the Police and Fire Departments to support continuing to build a safer Watsonville:

- The proposed measure restricts the use of funds to supporting services and facilities of the Police, Fire and Parks & Community Services Departments. The allocation of revenue according to the proposed ordinance is: 54% Police, 38% Fire and 8% Parks
- The measure, as proposed, will be in place until repealed by voters

Finally, as part of community input, concerns were raised regarding the ability to use measure funding for future expansion of fire and police department operations and facilities as community needs and demand for services change over time. In response to this input, the proposed ordinance language in Section 3-6.1102 Program Restrictions, Paragraph (a) will allow the funds to be used to “improve, maintain or develop services or facilities (i.e. east side services) based on demand for services as demonstrated by call volumes, response times or other measureable indicators of community need.” Further, to ensure relevant and accurate data is collected on a consistent basis to measure changing community needs, the ordinance also includes language establishing a process for conducting an independent third-party fire and police facility and operational needs assessment at least once every decade, including a baseline study to be conducted by July 2020.

Combined, this language will ensure a more informed and data driven approach in making future decisions about expansion of fire and police operations or facilities are reflective of changing community needs and demand for services over time.

**STRATEGIC PLAN:**

This is consistent with three goals of the City Council's Strategic Plan: Public Safety, Fiscal Health and Community Engagement and Well-Being.

**FINANCIAL IMPACT:**

Measure G has provided approximately \$4,000,000 per year to enhance and expand public safety in the City of Watsonville. The measure currently represents 11% of the Fire Department's budget and 15% of the Police Department's budget. If the measure is not renewed, significant operational changes and service levels will be reduced across the City and public safety services may be negatively impacted.

**ATTACHMENTS:**

None

cc: City Attorney

**ORDINANCE NO. \_\_\_\_\_ (CM)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE RESCINDING ARTICLE 11 (TRANSACTIONS AND USE TAX: PUBLIC SAFETY SALES TAX MEASURE) OF CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF THE WATSONVILLE MUNICIPAL CODE AND ADDING A NEW ARTICLE 11 ENTITLED TRANSACTIONS AND USE TAX: PUBLIC SAFETY SALES TAX MEASURE TO BE ADMINISTERED BY THE CALIFORNIA STATE BOARD OF EQUALIZATION AND TO BE APPROVED BY VOTERS ON MARCH 3, 2020, SPECIAL MUNICIPAL ELECTION**

**Rescinds Ordinance No. 1301-14 (CM)**

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**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

## **SECTION 1. ENACTMENT.**

Title 3 (Finance) of the Watsonville Municipal Code is hereby amended by rescinding Article 11 (Transactions and Use Tax: Public Safety Sales Tax Measure) of Chapter 6 (Taxation) in its entirety and adding a new Article 11 entitled Transactions and Use Tax: Public Safety Sales Tax Measure to read in words and figures as follows:

### **ARTICLE 11 TRANSACTIONS AND USE TAX: PUBLIC SAFETY SALES TAX MEASURE**

#### **Sec. 3-6.1101 Title.**

This article shall be known as the City of Watsonville transactions and use tax: public safety sales tax measure. The City of Watsonville hereinafter shall be called "City." This article shall be applicable in the incorporated territory of the City of Watsonville.

#### **Sec. 3-6.1102 Program restrictions.**

The public safety sales tax measure will provide a secure, local revenue stream to the City of Watsonville that shall be used entirely to provide additional police and fire personnel, update public safety equipment, facilities and services, and enhance youth violence prevention programs to protect our community. Detailed expenditure plans shall be developed to explain how the funds will be spent if the one-half of one (0.50%) percent sales tax is renewed by voters. These program restrictions are established to govern how the money shall be spent, to specify the accounting, audit and oversight methods that will be implemented to make certain that the funds are spent according to the voters' direction, and to ensure the public is well-informed of the progress and process.

(a) Public Safety Services. The public safety sales tax measure will enable the City to maintain: police officer staffing levels; police emergency response times;

neighborhood patrols; anti-gang and youth violence prevention, intervention and suppression efforts including the Police Activities League program and other youth programs. The public safety sales tax measure will enable the upgrade of equipment and technology to help solve crimes, combat crime and fight gangs and expand programs to identify and shut down drug and gang houses. It will also help maintain: firefighter staffing levels to ensure enough are on duty, fire and paramedic emergency response times and replace inadequate and outdated life-saving equipment. Funds may be used to improve, maintain or develop services or facilities (i.e. East Side Emergency Services) based on demand for services as demonstrated by call volumes, response times or other measureable indicators of community need. The public safety sales tax measure will enable the City to hire more parks and recreation staff for youth prevention programs, increase recreation services to neighborhoods, and upgrade equipment and facilities to increase and improve safe places for youth in the Watsonville Community.

(b) The City shall commission an independent third-party fire and police facility and operational needs assessment at least once every decade, no later than two years after final decennial census data is available. The facility and operational needs assessment shall be used to update the City's Fire Department and Police Department short-term, and long-term facility and operational needs. The first assessment should be conducted by July 2020, paid for by the measure.

(c) Fiscal Accountability Protections. An independent auditor shall annually review and audit expenditures of funds specifically derived from the public safety sales tax measure, to disclose how the money was used and ensure compliance with the expenditure plans and to ensure that revenues are spent within prudent, established

accounting procedures and practices. The results shall be part of the City's annual audit.

(1) The City Revenue Measure Oversight Committee shall serve in an oversight capacity to at least bi-annually review revenues and expenditures and provide second independent verification that all expenditure are being made as promised to Watsonville residents. The findings of both the Revenue Measure Oversight Committee and the independent auditor shall be reviewed by the City Council at a publicly noticed meeting of the Council and made available to the public.

(2) The Public Safety Tax Measure will be in effect until repealed by Watsonville voters.

(d) Dedicated Accounting Structure. The public safety sales tax measure annual budget appropriation shall specify that all revenues from the public safety sales tax measure shall be used only for improving our community's public safety, with the revenue to be directed in support of the Police, Fire and Parks and Community Service Departments, in the proportions of fifty-four percent (54%) to Police, thirty-eight percent (38%) to Fire and eight percent (8%) to Parks and Community Services.

The City shall establish separate funds into which these specific monies shall be deposited. These funds shall be separate for Police, Fire and Parks and Community Services and shall be the source of their respective expenditures as established in the annual budget appropriation reviewed by the Revenue Measure Oversight Committee and approved by resolution of the Council.

(e) Maintenance of Effort. The City Council shall not use public safety sales tax measure funds to replace General Fund operating budget contributions for the

Police and Fire. The baseline maintenance of effort budgets for this purpose shall be the fiscal year 2013-2014 adopted General Fund budgeted City contribution amounts for Police and Fire operations inflated by the change in Consumer Price Index not to exceed 3% beginning in the Fiscal Year 2020-2021 budget. The Police Department fiscal year 2013-2014 adopted General Fund operating City budget contribution amount is \$12,359,924; and the Fire Department fiscal year 2013-2014 adopted General Fund operating City budget contribution amount is \$5,672,299. The Consumer Price Index shall be for all Urban Consumers for the San Francisco Bay Area for the preceding April to April change.

(f) Administrative Costs. Administrative overhead costs for accounting, payroll and human resources related to the public safety sales tax measure shall not exceed two percent (2%) percent of the annually budgeted revenues.

(g) Contingency/Reserve Fund. Because the public safety sales tax measure is used for essential services that are needed during both good and bad economic times, the City Council shall establish a contingency/reserve fund adequate to ensure that services are maintained in the event sales tax revenues decline. There shall be a separate public safety sales tax measure contingency/reserve fund for the Police Department, the Fire Department and the Parks and Community Services Department.

(1) A public safety sales tax measure contingency/reserve fund shall be established as follows: A contingency/reserve fund containing ten (10%) percent of the annually budgeted revenues will be established. In any given year when the contingency/reserve fund holds less than the required ten (10%) percent of annual revenues, the first use of funds will be to implement the plan's

current year program and then to establish or reestablish the contingency/reserve fund.

(2) If actual revenues in any given year are less than budgeted revenues, the City Council may use the contingency/reserve fund to make up the difference between budgeted revenues and actual revenues for the approved annual budget appropriation.

(h) **Priorities If Additional Revenues Are Available.** If the contingency/reserve fund is fully funded and all annual planned expenditures have been implemented, any additional unanticipated sales tax revenues shall be used first to accelerate the implementation of the expenditure plans and then to provide additional public safety facilities, personnel, and equipment and youth violence prevention and Parks and Community Services based upon the specific needs of the community with the review and recommendation of the Revenue Measure Oversight Committee and approval of the City Council.

**Sec. 3-6.1103 Operative date.**

“Operative date” shall mean the first day of the first calendar quarter commencing more than one hundred ten (110) days after the adoption of the ordinance codified in this article.

**Sec. 3-6.1104 Purpose.**

This article is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish these purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) and Section 7285.91 of Part 1.7 both in Division 2 of the Revenue and Taxation Code which authorizes the City to adopt

this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this article.

### **Sec. 3-6.1105 Contract with State.**

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transaction and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to



the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

**Sec. 3-6.1106 Transactions tax rate.**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half of one (0.50%) percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory until repealed by voters from the operative date of the ordinance codified in this article.

**Sec. 3-6.1107 Place of sale.**

For the purposes of this article, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. If a retailer has no permanent place of business in the State or has more than one (1) place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

**Sec. 3-6.1108 Use tax rate.**

An excise tax is hereby imposed on the storage, use or other consumption in the incorporated territory of the City of tangible personal property purchased from any retailer for after the operative date of the ordinance until repealed by the voters as codified in this article for storage, use or other consumption in said territory at the rate of

one-half of one (0.50%) percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

**Sec. 3-6.1109 Adoption of provisions of State law.**

Except as otherwise provided in this article and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this article as though fully set forth herein.

**Sec. 3-6.1110 Limitations on adoption of State law and collection of use taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, *California Department of Tax and Fee Administration*, State Treasury, or the Constitution of the State of California;

(2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the *California Department of Tax and Fee Administration*, in performing the functions incident to the administration or operation of this article.

(3) In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(i) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remains subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or

(ii) Impose this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(b) The word “City” shall be substituted for the word “State” in the phrase “retailer engaged in business in this State” in Section 6203 and in the definition of that phrase in Section 6203.

(1) “A retailer engaged in business in the District” shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to

Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

**Sec. 3-6.1111 Permit not required.**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this article.

**Sec. 3-6.1112 Exemptions and exclusions.**

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any State-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this subsection, delivery to a point outside the City shall be satisfied:

(i) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code, by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(ii) With respect to commercial vehicles, by registration to a place of business out of City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance codified in this article.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance codified in this article.

(5) For the purposes of subsections (b)(3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There is exempted from the use tax imposed by this article the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any State-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance codified in this article.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of the ordinance codified in this article.

(5) For the purposes of subsections (c)(3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated

pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subsection (c)(7) of this section, a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) “A retailer engaged in business in the City” shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this article may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**Sec. 3-6.1113 Amendments.**

All amendments subsequent to the effective date of the ordinance codified in this article to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this article; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this article.

**Sec. 3-6.1114 Enjoining collection forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this article, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Sec. 3-6.1115 Severability.**

If any provision of this article or the application thereof to any person or circumstance is held invalid, the remainder of the article and the application of such provision to other persons or circumstances shall not be affected thereby.

**Sec. 3-6.1116 Effective date.**

The ordinance codified in this article relates to the levying and collecting of the City transactions and use tax and shall take effect immediately.

**Sec. 3-6.1117 Termination date.**

The tax levied by this article shall continue until repealed by voters from the operative date of the ordinance codified in this article.



## **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 City Charter.

## **SECTION 3. EFFECTIVE DATE.**

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

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