

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

Spanish language interpretation is available

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. Meeting 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

4:00 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 June 25, 2019](#)

B. [MISCELLANEOUS DOCUMENTS REPORT](#)

Attachments: [Miscellaneous Documents Report June 25, 2019](#)

3. PRESENTATIONS

A. [MAYOR'S PROCLAMATION CONGRATULATING CHANCELLOR GEORGE BLUMENTHAL ON HIS RETIREMENT ON JUNE 30, 2019, & COMMENDING HIM ON HIS DEDICATED SERVICE & OUTSTANDING ACCOMPLISHMENTS AS WELL AS EXPRESSING OUR COMMUNITY'S GRATITUDE FOR HIS MANY YEARS OF SERVICE & WISHING HIM MUCH SUCCESS IN ALL HIS FUTURE ENDEAVORS](#)

4. REPORTS TO COUNCIL -- No Action Required**A. [MEASURE G COMMUNITY SURVEY RESULTS PRESENTATION](#)**

Requested by: Deputy City Manager Vides

B. [PRESENTATION REGARDING THE LIBRARY'S OUTREACH VEHICLE - BIBLIOVAN](#)

Requested by: Library Director Heitzig

5. 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 JUNE 11, 2019

Attachments: [Minutes 061119](#)

B. RESOLUTION AWARDED CONTRACT TO REINARD W. BRANDLEY, AN INDIVIDUAL, DBA REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER, TO PROVIDE ARCHITECTURAL & ENGINEERING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED \$83,000 OF WHICH \$74,700 (90%) WILL BE FUNDED BY FEDERAL AVIATION ADMINISTRATION GRANTS & \$8,300 (10%) WILL BE FUNDED BY THE AIRPORT ENTERPRISE FUND

Requested by: Airport Director Williams

Attachments: [Award Contract to Reinard Brandley - Report](#)
[Awarding Contract to Brandley - Resolution](#)

C. RESOLUTION AWARDED CONTRACT TO KIMLEY-HORN & ASSOCIATES, INC., TO PROVIDE AIRPORT PLANNING & ENVIRONMENTAL CONSULTANT SERVICES TO THE WATSONVILLE MUNICIPAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$550,000 OF WHICH \$495,000 (90%) WILL BE FUNDED BY FEDERAL AVIATION ADMINISTRATION GRANTS & \$55,000 (10%) WILL BE FUNDED BY THE AIRPORT ENTERPRISE FUND

Requested by: Airport Director Williams

Attachments: [Airport Planning Consultant - Report](#)
[Awarding Contract to Kimley-Horn - Resolution](#)

D. RESOLUTION APPROVING SECOND AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES WITH CAROLLO ENGINEERS, INC., FOR DESIGN OF WASTEWATER TREATMENT HEADWORKS MODIFICATION PROJECT NO. WW-18-01, IN AN AMOUNT NOT TO EXCEED \$464,314 FROM WASTEWATER ENTERPRISE FUND

Requested by: Public Works & Utilities Director Palmisano

Attachments: [Headworks IPS 2nd Amendment to Contract - Report](#)
[Headworks IPS 2nd Amendment to Contract - Resolution](#)

E. [RESOLUTION AWARDING CONTRACT TO WALLACE GROUP TO PERFORM STREET PAVEMENT CONDITION RATINGS & ANALYSIS FOR THE CITY'S PAVEMENT MANAGEMENT SYSTEM PROGRAM, IN AN AMOUNT NOT TO EXCEED \\$103,000 FROM GAS TAX FUND](#)

Requested by: Public Works & Utilities Director Palmisano

Attachments: [Award Contract for Pavement Management System - Report](#)
[Award Contract to Wallace Group - Resolution](#)

F. [RESOLUTION APPROVING FIVE YEAR LEASE WITH COMMUNITY ARTS & EMPOWERMENT FOR USE OF CITY OWNED PROPERTY LOCATED AT 26 WEST FRONT STREET, WATSONVILLE \(MUZZIO PARK\), FOR THE WATSONVILLE BRILLANTE ART PROJECT, COMMENCING ON JULY 1, 2019, & ENDING JUNE 30, 2024](#)

Requested by: Deputy City Manager Vides

Attachments: [Muzzio Lease - Report](#)
[Muzzio Park Community Center Lease - Resolution](#)

G. [RESOLUTION APPROVING THREE-YEAR AGREEMENT FOR WORKERS COMPENSATION CLAIMS MANAGEMENT WITH LWP CLAIMS SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED \\$158,916, IN YEAR ONE; \\$162,889 IN YEAR TWO, \\$166,961 IN YEAR THREE; & AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT EXTENSION FOR YEAR FOUR INCREASING NOT MORE THAN 5%](#)

Requested by: Deputy City Manager Vides

Attachments: [Contract with LWP for WC Claims Management - Report](#)
[Contract with LWP Claims Solutions - Resolution](#)

H. [RESOLUTION APPROVING TWO YEAR LEASE WITH YWCA OF WATSONVILLE FOR USE OF CITY OWNED PROPERTY LOCATED AT 118 SECOND STREET \(MARINOVICH PARK\) FOR A CHILD CARE FACILITY COMMENCING ON JANUARY 1, 2019, & ENDING DECEMBER 31, 2020](#)

Requested by: Parks & Community Services Director Calubaquib

Attachments: [YWCA Lease - Report](#)
[YWCA Lease - Resolution](#)

I. RESOLUTION RATIFYING MEMORANDUM OF UNDERSTANDING WITH
CONFIDENTIAL UNIT FOR FISCAL YEARS FOR FISCAL YEARS
2019-2020 & 2020-2021

Attachments: [MOU Confidential - Resolution](#)

J. RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING
WITH MID-MANAGEMENT UNIT FOR FISCAL YEARS 2019-2020 &
2020-2021

Attachments: [MOU Mid-Management - Resolution](#)

K. RESOLUTION RATIFYING MEMORANDUM OF UNDERSTANDING WITH
PUBLIC SAFETY MID-MANAGEMENT UNIT FOR FISCAL YEAR
2019-2020

Attachments: [MOU Public Safety Mid-Management - Resolution](#)

L. RESOLUTION APPROVING COMPENSATION & BENEFIT PLAN FOR
THE CITY'S EXECUTIVE TEAM WHICH INCLUDES ASSISTANT CITY
MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER,
CHIEFS OF POLICE AND FIRE

Attachments: [Executive Team Comp Benefit Plan Reso](#)

M. RESOLUTION CONSENTING TO INCLUSION OF PROPERTIES WITHIN
THE CITY'S JURISDICTION IN THE CALIFORNIA MUNICIPAL FINANCE
AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA
MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM
PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT
PROCEEDINGS & LEVY CONTRACTUAL ASSESSMENTS WITHIN THE
CITY'S JURISDICTION

Requested by: Public Works & Utilities Director Palmisano

Attachments: [City Participation in PACE Program - Report](#)
[GMFA PACE Program - Resolution](#)

N. RESOLUTION ACCEPTING \$56,640 STATE OF CALIFORNIA GRANT
ASSISTANCE PROGRAM AWARD (GAP) ADMINISTERED BY THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR FISCAL
YEAR 2019-2020 FOR THE REDUCTION OF ALCOHOL-RELATED
DISORDER ISSUES IN THE CITY

Requested by: Police Chief Honda

Attachments: [ABC Grant Acceptance - Report](#)
[ABC Grant Acceptance - Resolution](#)

6. ITEMS REMOVED FROM CONSENT AGENDA

5:30 p.m.

7. CLOSED SESSION

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

A. [CLOSED SESSION AGENDA](#)

Attachments: [CLOSED SESSION AGENDA](#)

- 1) Public Comments regarding the Closed Session agenda will only be accepted by the City Council at this time.
- 2) Closed Session Announcement
The City Council will now recess to discuss those items listed on the Closed Session Statement attached to the Agenda.

6:30 p.m.

8. ROLL CALL

9. PLEDGE OF ALLEGIANCE

10. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

(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. [ORAL COMMUNICATIONS FROM THE PUBLIC](#)

- B.** [PRESENTATION & AWARDS TO THE FOLLOWING STUDENTS & THEIR TEACHERS FROM WATSONVILLE & PAJARO VALLEY HIGH SCHOOLS FOR THE "SAVE WATER VIDEO CONTEST" WITH THE WATER CONSERVATION COALITIONS OF SANTA CRUZ & MONTEREY COUNTIES: ROSEMARY CEJA, JESSICA ZAVALA, JASMIN TAPIA, JASMINE JIMENEZ, JASMINE LIMON, GUSTAVO NUNEZ, ANGEL VALDEZ, JUAN GARCIA VEGA, MARIA VASQUEZ-GONZALEZ, DALE POOR \(TEACHER\); AZUCENA LOPEZ, XOCHITL MARTINEZ, BRIANNA LOPEZ, AND KYLA PLUMLEE \(TEACHER\)](#)

Requested by: Public Works & Utilities Director Palmisano

- C.** [REPORT OUT OF CLOSED SESSION](#)

11. PUBLIC HEARINGS, ORDINANCES, & APPEALS

- A.** [CONSIDERATION OF AN AMENDMENT TO THE COASTAL DEVELOPMENT PERMIT/SPECIAL USE PERMIT WITH DESIGN REVIEW CDP NO. 00-28 TO ALLOW CONSTRUCTION OF A NEW AUDITORIUM BUILDING ON THE EXISTING PAJARO VALLEY HIGH SCHOOL CAMPUS LOCATED AT 500 HARKINS SLOUGH ROAD \(APN: 018-281-63\), FILED BY THE PAJARO VALLEY UNIFIED SCHOOL DISTRICT, APPLICANT & PROPERTY OWNER](#)

Requested by: Community Development Director Merriam

Attachments: [Amendment to Coastal Develop Permit PV High Auditorium - Report](#)
[Amendment to CDP SUP for PV Auditorium - Resolution](#)

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation:
 - a) Resolution Approving Amendment to Coastal Development Permit & Special Use Permit with Design Review Permit (CDP No. 00-28) to Allow Construction of New Auditorium Building on Existing Pajaro Valley High School Campus by Pajaro Valley Unified School District Located at 500 Harkins Slough Road
- 5) City Council Deliberation on Motion(s)

B. CONSIDERATION OF PLASTIC REDUCTION ORDINANCES FOR THE CITY OF WATSONVILLE

Requested by: Public Works & Utilities Director Palmisano

Attachments: [Plastic Reduction Ordinances - Report](#)

[WMC 6-6 - Ordinance](#)

[WMC 6-9 - Ordinance](#)

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Input
- 4) Motion Whether to Approve Staff Recommendation:
 - a) Ordinance Introduction Repealing Chapter 6 (Environmentally Acceptable Packaging & Products) in its Entirety & Adding New Chapter 6 (Single-Use Food Service Ware Standards, Environmentally Acceptable Products, & Litter Reduction) of Title 6 (Sanitation & Health) of Watsonville Municipal Code to Promote a Sustainable Community & Align with Goals Outlined in the City of Watsonville Climate Action Plan, the State Stormwater Program, & Support the Watsonville Green Business Program
 - b) Ordinance Introduction Amending Title 6 (Sanitation & Health) of Watsonville Municipal Code by Adding New Chapter 9 (Hospitality Plastic Pollution Reduction) to Promote a Sustainable Community & Align with Goals Outlined in the City of Watsonville Climate Action Plan, the State Stormwater Program, & Support the Watsonville Green Business Program
- 5) City Council Deliberation on Motion(s)

**JOINT CITY COUNCIL, SUCCESSOR AGENCY & SUCCESSOR
HOUSING AGENCY FOR THE FORMER REDEVELOPMENT AGENCY
MEETING**

A. CONSIDERATION OF ADOPTION OF BIENNIAL BUDGET FOR FISCAL YEARS 2019-2020 & 2020-2021

Requested by: Administrative Services Director Czerwin

Attachments:

[Biennial Budget FY 2019-21 - Report](#)
[Attachment 3 to Report](#)
[Attachment 4 to Report](#)
[Final Adoption of Budget CIP - Resolution](#)
[Gann Spending Limit - Resolution](#)
[Property Tax Levy - Ordinance](#)
[VTO Program 19-20 - Resolution](#)
[Retirement Program 19-20 - Resolution](#)
[Salary Schedule Approval - Resolution](#)
[Social Service Grants 2019-21 - Resolution](#)
[Airport Rates Fees - Resolution](#)
[Budget Set Aside 2019 - Resolution](#)
[Budget 2000 Redev Project Area - Resolution](#)

2019-2020/2020-2021 Budget

<https://www.cityofwatsonville.org/DocumentCenter/View/11124/BUDGET-DRAFT-2019-2021>

FY 2019-2020 Capital Improvement Program Update

<https://www.cityofwatsonville.org/DocumentCenter/View/11125/Capital-Plan-Update-Draft-2019-20-20190531>

- 1) Staff Report
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing

- 4) Motion Whether to Approve Staff Recommendation:
- a) Joint Resolution Of Council, Successor Housing Agency & Successor Agency of the Former Redevelopment Agency Adopting Final Budget For Fiscal Year 2019-2020, Accepting Proposed Budget for Fiscal Year 2020-2021, Providing for Certain Transfers of Funds, & Approving Five Year (2019-2024) Capital Improvement Program (CIP)
 - b) Final Adoption of Ordinance Amending Chapter 3 (Administrative Departments) of Title 2 (Administration) of the Watsonville Municipal Code by Adding a New Article 14 Entitled Innovation and Technology Department Making Same a City Department Reporting Directly to the City Manager
 - c) Resolution Establishing Total Annual Appropriations Pursuant to California State Constitution Article XIII-B For Fiscal Year 2019-2020 [Proposition 4 Gann Spending Limit]
 - d) Final Adoption of Ordinance Instructing Santa Cruz County to Levy & Collect Property Tax on Taxable Property Within the City of Watsonville for Fiscal Year Beginning July 1, 2019, to June 30, 2020, at the Levy Rate of 0.077% Thereof & Allocating Proceed to the Retirement Fund
 - e) Resolution Continuing the Voluntary Time-Off Program for Fiscal Year 2019-2020
 - f) Resolution Establishing Retirement Incentive Program Available to Employees for Retirement Dates on or Before November 30, 2019
 - g) Resolution Approving Current Salary List in Conformance with Section 570.5 (Requirement for a Publicly Available Pay Schedule) of Title 2 (Administration) of the California Code of Regulations & Listing All Employee Compensation Levels on a Publicly Available Master Pay Schedule
 - h) Resolution Approving Award of Social Service Grants in the Amount of \$200,000 to Designated Community & Social Service Agencies; & Authorizing & Directing Payment of Same for Fiscal Years 2019/2020 & 2020/2021
 - i) Resolution Amending Rent Charges for Hangars & Fees at the Watsonville Municipal Airport
 - j) Successor Housing Resolution Finding that the Use of Funds From the Low & Moderate Income Housing Asset Fund for Planning & General Administrative Costs is Necessary for the Purpose of Producing, Improving, & Preserving the Community's Supply of Low & Moderate-Income Housing
 - k) Joint Council & Successor Agency Resolution Finding that the Use of the Former Agency's Funds & Other Assets Generated from Watsonville 2000 Redevelopment Project Area for the Purpose of Improving, Increasing, & Preserving the Community's Supply of Low & Moderate Income Housing Outside the Project Area will Benefit the Project Area
- 5) City Council Deliberation on Motion(s):

12. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)**A. [ORAL COMMUNICATIONS FROM THE COUNCIL](#)****13. EMERGENCY ITEMS ADDED TO AGENDA****14. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS****15. 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.

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 subject to staff's ability to post the document before the meeting.

CITY OF WATSONVILLE
FINANCE DEPARTMENT
SUMMARY OF DISBURSEMENTS
WARRANT REGISTER DATED 6/12/19 TO 6/25/19

FUND NO.	FUND NAME	AMOUNT
120	TRUST FUND	1,244.00
130	EMPLOYEE CASH DEDUCTIONS FUND	629,074.95
150	GENERAL FUND	468,036.76
170	INVESTMENTS	721.47
202	REDEVELOPMENT OBLIG RETIREMENT	1,456,790.76
204	HOUSING FUND	3,196.00
205	COMMUNITY DEV BLOCK GRANT	6,795.49
215	RELOCATION FUND	1,935.00
221	INCLUSIONARY HOUSING	68,476.61
260	SPECIAL GRANTS	24,260.26
305	GAS TAX	34,068.10
309	PARKING GARAGE FUND	11,326.91
310	SALES TAX MEASURE G	303,662.40
312	MEASURE D-TRANSPORTATION FUND	38,714.62
354	SPECIAL DISTRICT FUNDS	824.00
710	SEWER SERVICE FUND	696,829.08
720	WATER OPERATING FUND	216,450.82
730	AIRPORT ENTERPRISE FUND	96,011.83
740	WASTE DISPOSAL FUND	294,704.26
741	LANDFILL CLOSURE	4,890.05
780	WORKER'S COMP/LIABILITY FUND	52,652.97
787	HEALTH INSURANCE FUND POOL	615,696.14
TOTAL		5,026,362.48
TOTAL ACCOUNTS PAYABLE 6/12/19 TO 6/25/19		4,397,287.53
PAYROLL INVOICES		<u>629,074.95</u>
TOTAL OF ALL INVOICES		<u>5,026,362.48</u>

Check Register

For the Period 6/12/2019 through 6/25/2019

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0120	ONE TIME VENDOR	30806	6/25/2019	06-2019-011574	REFUND- VETERAN'S MEMORIAL DEPOSIT	\$582.00
		30804	6/25/2019	06-2019-011964	REFUND- CALLAGHAN DEPOSIT	\$311.00
		30814	6/25/2019	04-2019-008548	REFUND CITY PLAZA	\$311.00
		30810	6/25/2019	06-2019-010143	REFUND RAMSAY PARK	\$40.00
	Fund Total					\$1,244.00
0130	AFLAC	30919	6/21/2019	50798	Payroll Run 1 - Warrant 190621	\$10,055.29
	BENEFIT COORDINATORS CORPORATION	30920	6/21/2019	50783	Payroll Run 1 - Warrant 190621	\$1,018.54
	CA STATE DISBURSEMENT UNIT	445	6/21/2019	50800	Payroll Run 1 - Warrant 190621	\$3,977.78
	CINCINNATI LIFE INSURANCE CO	30921	6/21/2019	50796	Payroll Run 1 - Warrant 190621	\$45.58
	COLONIAL LIFE & ACCIDENT INS	30922	6/21/2019	50785	Payroll Run 1 - Warrant 190621	\$267.97
	COUNTY OF SANTA CRUZ	30923	6/21/2019	50786	Payroll Run 1 - Warrant 190621	\$587.17
	ICMA RETIREMENT TRUST 457	30924	6/21/2019	50788	Payroll Run 1 - Warrant 190621	\$2,763.15
		30925	6/21/2019	50811	Payroll Run 1 - Warrant 190621	\$3,761.36
	NATIONWIDE RETIREMENT SOLUTIONS	441	6/21/2019	50787	Payroll Run 1 - Warrant 190621	\$32,390.82
	PROF FIRE FIGHTERS-WATSONVILLE	30926	6/21/2019	50789	Payroll Run 1 - Warrant 190621	\$2,750.00
	PUBLIC EMP RETIREMENT SYSTEM	442	6/21/2019	50790	Payroll Run 1 - Warrant 190621	\$239,080.80
	SALLY MCCOLLUM	30927	6/21/2019	50784	Payroll Run 1 - Warrant 190621	\$500.00
	SEIU LOCAL 521	30929	6/21/2019	50791	Payroll Run 1 - Warrant 190621	\$1,384.08
		30928	6/21/2019	50812	Payroll Run 1 - Warrant 190621	\$35.00
	STATE OF CALIFORNIA TAX BOARD	30930	6/21/2019	50793	Payroll Run 1 - Warrant 190621	\$1,267.61
	UNITED WAY OF SANTA CRUZ CO	30931	6/21/2019	50794	Payroll Run 1 - Warrant 190621	\$65.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	US DEPARTMENT OF EDUCATION AWG	30932	6/21/2019	50797	Payroll Run 1 - Warrant 190621	\$280.13
	WAGeworks INC	30933	6/21/2019	50799	Payroll Run 1 - Warrant 190621	\$4,210.10
	WIRE TRANSFER-IRS	444	6/21/2019	50795	Payroll Run 1 - Warrant 190621	\$274,731.90
	WIRE TRANSFER-STATE OF CALIFORNIA	443	6/21/2019	50792	Payroll Run 1 - Warrant 190621	\$49,902.67
	Fund Total					\$629,074.95
0150	A L LEASE COMPANY, INC	30611	6/25/2019	5/31/19	SUPPLIES	\$43.37
	A-1 JANITORIAL SERVICE	30613	6/25/2019	7334	JANITORIAL SERVICES	\$320.00
		30613	6/25/2019	7334	JANITORIAL SERVICES	\$850.00
	ABBOTT'S PRO-POWER, LLC	30614	6/25/2019	131405	#131405, TREE PRUNERS FOR DOWNTOWN, PINTO & RAMSAY	\$540.00
	ADAMS ASHBY GROUP, INC.	30616	6/25/2019	2518	12/1/2018, INV#2518.	\$1,440.00
	AIR EXCHANGE, INC.	30618	6/25/2019	44062	Plymovent service for 4412	\$3,003.87
	AIRTEC SERVICE, INC	30621	6/25/2019	7016	PAL SERVICE	\$358.02
		30621	6/25/2019	7027	SERVICE	\$210.00
	ALHAMBRA	30622	6/25/2019	15191775 052419	PAL WATER	\$54.73
	ANALGESIC SERVICES, INC.	30625	6/25/2019	231799	Oxygen Service for Station 2	\$45.90
	ANDREA CURTIS	30592	6/19/2019	6/17/19	SUPPLIES	\$97.19
		30592	6/19/2019	6/17/19	SUPPLIES	\$105.12
	ARATA EQUIPMENT COMPANY	30631	6/25/2019	5/24/19	REPAIR PARTS & SUPPLIES	\$4,968.67
	ARRIAGA, JOHN	30632	6/25/2019	8246	CONSULTANT FOR LEGISLATIVE SERVICES	\$625.00
	ASBURY ENVIRONMENTAL SERVICES	30633	6/25/2019	I500-00448334	PARTS	\$635.20
	ASSOCIATION OF BAY AREA GOVERNMENTS	30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$660.12
		30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$247.75
		30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$2,754.57
		30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$660.11

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	ASSOCIATION OF WATSONVILLE AREA SENIORS, INC	30636	6/25/2019	2ND INSTALL	18/19 GRANT	\$12,500.00
	AT&T	30579	6/12/2019	292375992	292375992-05/24 SERVICE	\$163.68
	AUTO CARE LIFESAVER TOWING	30637	6/25/2019	19-12929	TOWING OF EXCAVATOR	\$564.00
		30637	6/25/2019	19-13182	TRUCK SERVICE	\$72.00
	BAKER & TAYLOR BOOKS	30639	6/25/2019	05/31/19	BOOKS	\$539.46
		30639	6/25/2019	05/31/2019	BOOKS	\$740.22
		30639	6/25/2019	LS19050063	LEASED BOOK PURCHASE	\$163.88
		30639	6/25/2019	05-31-19	BOOKS	\$111.15
		30639	6/25/2019	05-31-19	BOOKS	\$24.65
		30639	6/25/2019	05-31-2019	BOOKS	\$391.84
		30639	6/25/2019	053119	BOOKS	\$194.77
		30639	6/25/2019	05312019	BOOKS	\$721.44
		30639	6/25/2019	05312019-1	BOOKS	\$456.99
	BAUER COMPRESSORS	30640	6/25/2019	0000252541	ASME Air Tanks for Compressor at Station 1	\$8,232.39
	BCS CONSTRUCTION, INC.	30641	6/25/2019	12413	SERVICE CALL	\$518.70
	BEWLEY'S CLEANING, INC.	30644	6/25/2019	007343	JAMITORIAL SERVICES AT VARIOUS PARKS	\$932.48
	BODY BY HANK	30646	6/25/2019	19037	BODY LABOR AND PARTS SALES FOR UNIT# 598-601-41	\$223.17
	BOUND TREE MEDICAL LLC	30648	6/25/2019	83229826	First Aid supplies	\$77.98
		30648	6/25/2019	83223021	Stethoscopes & spare parts kits	\$730.19
		30648	6/25/2019	83221312	Cervical Collars and other first aid supplies	\$639.38
		30648	6/25/2019	83217147	First Aid C.E.R.T Kits	\$578.98
		30648	6/25/2019	83215563	Medical Shears	\$113.90
		30651	6/25/2019	755922-052719	BOOKS	\$235.93
	BRODART CO.	30651	6/25/2019	040352-052719	BOOKS	\$1,524.29

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	BSN SPORTS INC	30652	6/25/2019	905327270	BLEACHERS AT RAMSAY PARK	\$3,953.02
	BUSINESS FORMS UNLIMITED	30654	6/25/2019	39484	C- FOLD STOCK PAPER	\$593.14
	CASSIDY'S PIZZA	30660	6/25/2019	3956	SUMMER PROGRAM PIZZA	\$52.90
	CDW GOVERNMENT, INC.	30662	6/25/2019	SNF1031	APC RACK FOR CIVIC PLAZA IDF	\$676.89
		30662	6/25/2019	SNP8566	CRADLEPOINT POWER ADAPTER	\$97.31
		30662	6/25/2019	SNG3010	7METER FIBER CABLES FOR NETWORK INFRASTRUCTURE	\$268.89
		30662	6/25/2019	SMS9196	APC REPLACEMENT BATTERIES AT VARIOUS SITES	\$592.11
		30662	6/25/2019	SMS9196	APC REPLACEMENT BATTERIES AT VARIOUS SITES	\$237.94
		30662	6/25/2019	SMS9196	APC REPLACEMENT BATTERIES AT VARIOUS SITES	\$181.35
		30663	6/25/2019	19994	LANDSCAPE	\$400.00
		30663	6/25/2019	19995	LANDSCAPE SERVICES FOR JUNE	\$2,487.00
	CHARTER COMMUNICATIONS	30594	6/19/2019	0002463060519	SERVICE	\$151.22
		30594	6/19/2019	0002463060519	SERVICE	\$28.03
	CHEVROLET OF WATSONVILLE	30667	6/25/2019	229839	SENSOR	\$62.44
	CHIEF LAW ENFORCEMENT SUPPLY	30668	6/25/2019	178505	UNIFORM BADGE	\$168.49
	CITY OF WATSONVILLE-CASH	30595	6/19/2019	BUY BACK FUNDS 2019	PD DEPARTMENT	\$2,000.00
	COAST COUNTIES TRUCK & EQUIP	30672	6/25/2019	6/7/19	REPAIR PARTS	\$7,226.92
	COLEY HEATH, ANITA	30673	6/25/2019	775	BACKGROUND	\$1,450.00
		30673	6/25/2019	774	BACKGROUND	\$1,450.00
	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$944.72
		30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$76.96
	CORAL BAY HOME LOANS	30674	6/25/2019	WATSONVILLE PAL	SUMMER PAL PROGRAMMING 2019	\$1,872.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	COUNTY OF SANTA CRUZ	30675	6/25/2019	05/29/2019 QUERY	OPEN QUERY	\$1,287.01
	COURT ORDERED DEBT COLLECTIONS	30676	6/25/2019	DEBT COLLECTION	SANCHEZ-#JK-172-9362	\$58.75
	CRIME SCENE CLEANERS INC	30677	6/25/2019	71544	SERVICE	\$125.00
	CSG CONSULTANTS, INC	30679	6/25/2019	B181536	BUILDING CONSTRUCTION PLAN REV	\$8,961.13
		30679	6/25/2019	B190682	BUILDING CONSTRUCTION PLAN REV	\$16,979.42
	CSI FORENSIC SUPPLY	30680	6/25/2019	60986A	EVIDENCE SUPPLIES	\$52.15
	CUZICK, MATT	30681	6/25/2019	05/10/2019	VEHICLE MAINTENANCE	\$532.50
	DANNY LUCAS	30684	6/25/2019	5/7/19	FIRE-EMER SERVICE CLASS	\$211.00
	DASH MEDICAL GLOVES	30685	6/25/2019	INV1153882	EVIDENCE SUPPLIES	\$159.28
	DEFENSA PRIVATE SECURITY, INC.	30687	6/25/2019	005/2019WL	UNARMED SECURITY OFFICER AT LIBRARY	\$2,162.00
	DELTA GLASS	30688	6/25/2019	81389	LABOR- MOUNTED GLASS	\$20.00
	DEPARTMENT OF JUSTICE	30689	6/25/2019	378651	DOJ FINGERPRINTS	\$529.00
	DISCOUNT SCHOOL SUPPLY	30691	6/25/2019	W36486040101	PROCESSING SUPPLIES	\$112.20
	DURAN, MARISSA	30693	6/25/2019	TRVL EXP 05/18/19	FINANCE- GFOA CONFERENCE REIMBURSEMENT	\$1,557.11
	EMT CERTIFICATION FUND	30699	6/25/2019	1810	EMT Certifications for Lucas E023078	\$37.00
	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	30584	6/12/2019	93648038	WEB APP	\$500.00
	ERNESTO'S CARPET CLEANING AND	30704	6/25/2019	05299191	janitorial clean city hall	\$1,500.00
	FARONICS TECHNOLOGIES USA INC.	30707	6/25/2019	INUS0190547	DEEP FREEZE MAINTENANCE	\$612.50
	FASTENAL COMPANY	30708	6/25/2019	CAWAT98711	VEST	\$16.38
		30708	6/25/2019	CAWAT98549	SUPPLIES	\$19.45
		30708	6/25/2019	CAWAT98821	SUPPLIES	\$4.47
		30708	6/25/2019	CAWAT98813	PARTS	\$12.63
		30708	6/25/2019	CAWAT98730	PARTS	\$172.64

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FASTENAL COMPANY	30708	6/25/2019	CAWAT98444	SHOP SAFETY CAPS	\$108.79
		30708	6/25/2019	CAWAT98415	PARTS	\$20.27
		30708	6/25/2019	CAWAT98366	PARTS	\$65.89
		30708	6/25/2019	CAWAT98690	PARTS	\$4.95
		30708	6/25/2019	CAWAT98698	PARTS	\$45.69
		30708	6/25/2019	CAWAT98714	PARTS	\$332.46
		30708	6/25/2019	CAWAT98752	PARTS	\$1.65
		30708	6/25/2019	CAWAT98622	PARTS	\$18.61
		30708	6/25/2019	CAWAT98676	PARTS	\$3.30
		30708	6/25/2019	CAWAT98869	SUPPLIES	\$37.15
		30708	6/25/2019	CAWAT98897	SUPPLIES	\$19.53
		30708	6/25/2019	CAWAT98899	SUPPLIES FOR PINTO LAKE	\$40.13
		30708	6/25/2019	CAWAT98844	SUPPLIES	\$9.70
		30708	6/25/2019	CAWAT98850	SUPPLIES	\$11.60
		30708	6/25/2019	CAWAT98764	SUPPLIES	\$76.21
		30708	6/25/2019	CAWAT98991	SUPPLIES	\$53.81
		30708	6/25/2019	CAWAT98419	SUPPLIES	\$16.38
		30708	6/25/2019	CAWAT98416	SUPPLIES	\$37.15
		30708	6/25/2019	CAWAT98662	SUPPLIES	\$123.70
		30708	6/25/2019	CAWAT98517	PARTS	\$93.13
		30708	6/25/2019	CAWAT98518	SUPPLIES	\$42.38
		30708	6/25/2019	CAWAT98931	PARTS	\$6.82
		30708	6/25/2019	CAWAT99055	SAFETY SUPPLY	\$845.56
		30708	6/25/2019	CAWAT98945	PARTS	\$10.75
		30708	6/25/2019	CAWAT99021	SUPPLIES	\$18.94
		30708	6/25/2019	CAWAT99221	PARTS	\$5.75

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	FASTENAL COMPANY	30708	6/25/2019	CAWAT99235	SUPPLIES	\$634.05
	FEDEX	30709	6/25/2019	6-576-23973	SHIPPING CHARGES	\$5.63
	FINDAWAY WORLD LLC	30711	6/25/2019	287099	BOOKS	\$385.11
	FIRST ALARM, INC.	30713	6/25/2019	449012	ALARM SYSTEM MAINTENANCE	\$465.00
	FLOORS DIRECT CARPET ONE	30597	6/19/2019	DS44	REPLACE FLOORING AND CARPET	\$42,750.00
	GALE CENGAGE LEARNING	30721	6/25/2019	67116737	BOOKS	\$110.58
		30721	6/25/2019	67073003	BOOKS	\$134.85
	GARCIA, REBECCA	30585	6/12/2019	TRVL EXP 06/19/19	COUNCIL- LEAGUE OF CITIES ADVANCE	\$75.00
	GOLDEN GATE TRUCK CENTER	30723	6/25/2019	f005918622:01	TANK SURGE AND FREIGHT FOR UNIT # 531-608-11	\$157.24
	GREEN RUBBER-KENNEDY AG	30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$19.97
	GROCERY OUTLET	30734	6/25/2019	06/03/19	06/03/19-30037622672248	\$102.07
		30734	6/25/2019	06/07/19	06/07/19-30037022342253	\$43.01
	HAINES & COMPANY, INC	30736	6/25/2019	455355	REF BOOKS	\$449.42
	HARBOR FREIGHT TOOLS	30737	6/25/2019	885593	SUPPLIES	\$166.92
		30737	6/25/2019	885461	TOOLS	\$51.30
		30737	6/25/2019	883115	TOOLS	\$6.54
	HDL COREN & CONE	30739	6/25/2019	0031399-IN	Property Tax Consulting/Audit	\$1,500.00
	HORN, STEVE	30745	6/25/2019	9929	#9929, SKATE PARK PRESSURE WASHING	\$800.00
	INTERSTATE ALL BATTERY CENTER	30749	6/25/2019	6/3/19	BATTERIES	\$165.80
	INTERSTATE BATTERY CO	30750	6/25/2019	6/4/19	BATTERIES	\$958.45
	INTERSTATE TRAFFIC CONTROL PRODUCTS	30751	6/25/2019	231767	#231767, NO DRINKING SIGNS FOR PARKS	\$1,001.81
	JET MULCH, INC.	30756	6/25/2019	11569-OL	PLAYGROUND FIBER INSTALLATION	\$17,698.50
	JOSE ROCHA	30759	6/25/2019	SAFETY BOOTS 2019	PCS-BOOT REIMBURSEMENT	\$175.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	K & D LANDSCAPING INC.	30760	6/25/2019	69895	SERVICE	\$1,224.00
		30760	6/25/2019	59817	SERVICE	\$310.11
	KELLY-MOORE PAINT COMPANY, INC.	30761	6/25/2019	5/31/19	PAINT AND SUPPLIES	\$125.22
		30761	6/25/2019	5/31/19	PAINT AND SUPPLIES	\$23.89
	LINCOLN STREET RADIATOR	30771	6/25/2019	19953	VEHICLE LABOR AND REPAIRS	\$388.02
	MAZE & ASSOCIATES	30776	6/25/2019	32788	BILLING FOR 2018 AUDIT	\$14,646.00
		30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$15,622.00
	MID BAY FORD	30778	6/25/2019	122268	REPAIR	\$1,409.04
		30778	6/25/2019	122255	SERVICE	\$128.57
		30778	6/25/2019	122483	REPAIR	\$949.08
		30778	6/25/2019	122518	REPAIR	\$1,165.40
		30778	6/25/2019	122576	BEHICLE MAINTENANCE	\$168.84
		30778	6/25/2019	122769	VEHICLE MAINTENANCE	\$135.74
		30778	6/25/2019	122599	VEHICLE MAINTENANCE	\$93.03
		30778	6/25/2019	122755	VEHICLE MAINTENANCE	\$279.59
		30778	6/25/2019	3564	REPAIRS	\$73.09
		30778	6/25/2019	121112	REPAIRS	\$345.57
		30778	6/25/2019	122102	PARTS	\$85.29
	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$74.22
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$131.34
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$550.78
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$19.40
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$192.61
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$276.56
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$231.11
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$108.66

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$73.42
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$434.06
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$416.71
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$460.57
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$454.20
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$92.61
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$75.30
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	(\$54.99)
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$220.36
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$343.34
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$208.72
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	(\$208.72)
	MIG COMMUNICATIONS	30781	6/25/2019	0059059	MANABE OW SPECIFIC PLAN AMENDM	\$460.00
	MONOPRICE, INC.	30782	6/25/2019	19009908	COMPUTER SUPPLIES	\$140.18
	MONTEREY BAY CHRYSLER DODGE JEEP	30783	6/25/2019	122642	SERVICE	\$84.44
		30783	6/25/2019	122647	VEHICLE SERVICE	\$136.24
		30588	6/12/2019	182134	VEHICLE MAINTENANCE	\$165.00
		30783	6/25/2019	184473	LABOR AND PARTS	\$55.98
	MONUMENT LUMBER COMPANY	30788	6/25/2019	6/6/19	SUPPLIES	\$646.42
		30788	6/25/2019	6/6/19	SUPPLIES	\$1,283.63
	MUNICIPAL MAINTENANCE EQUIPMENT	30790	6/25/2019	0137947-IN	STEERING WHEEL & STEERING COVER FOR UNIT# 410-601-	\$512.35
	NEW AUTOMOTIVE COLOR 2004	30792	6/25/2019	1652758	SPRAY CANS	\$81.34
	NODA AUDIO VISUAL	30793	6/25/2019	22567	DVDS	\$49.76
	NORCAL PREMIER SOCCER	30794	6/25/2019	2019-20 NORCAL STATE	CONFIRMATION: E73433-T1170393-WATSONVILLE BREAKER	\$695.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	NPM, INC.	30795	6/25/2019	180565	UST OPERATORS MONTHLY VISUAL INSPECTION MAY 2019	\$80.00
	NUTRIEN AG SOLUTIONS	30796	6/25/2019	38808015	FIELD SUPPLIES	\$43.00
		30796	6/25/2019	38808015	FIELD SUPPLIES	\$128.70
	OCLC, INC	30798	6/25/2019	665642	CATALOGING & METADATA	\$546.46
	ONE TIME VENDOR	30811	6/25/2019	06-2019-011547	REFUND- CAR WASH RENTAL FEE	\$90.00
		30802	6/25/2019	06-2019-011593	REFUND- PINTO LAKE RV RESERVATION	\$45.00
		30803	6/25/2019	06-2019-011702	REFUND- PINTO LAKE RV RESERVATION	\$208.00
		30812	6/25/2019	06-2019-011721	REFUND- CAMP WOW REGISTRATION FEES	\$3,254.00
		30805	6/25/2019	06/06/19	REFUND- CIVIC PLAZA PARKING GARAGE	\$5.00
		30807	6/25/2019	05-2019-009247	CAMP REFUND	\$200.00
		30809	6/25/2019	06-2019-010244	REFUND PINTO LAKE	\$50.00
		30799	6/25/2019	05-2019-009511	REFUND PINTO LAKE	\$175.00
		30808	6/25/2019	05-2019-009786	CAMP REFUND	\$129.00
		30813	6/25/2019	05-2019-009280	CAMP REFUND	\$200.00
		30800	6/25/2019	05-2019-009431	CAMP REFUND	\$200.00
		30816	6/25/2019	05-2019-009800	CAMP REFUND	\$200.00
		30801	6/25/2019	06-2019-010029	CAMP REFUND	\$200.00
		30815	6/25/2019	06-2019-011918	REFUND- CANCELLATION	\$120.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	30818	6/25/2019	32734	PARTS	\$43.69
		30818	6/25/2019	32633	SUPPLIES	\$42.64
		30818	6/25/2019	32908	MAINTENANCE	\$24.00
		30818	6/25/2019	32960	DIODE	\$19.60
		30818	6/25/2019	32966	PARTS	\$113.53
		30818	6/25/2019	33035	CHAIN SHARPENING	\$24.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	30818	6/25/2019	33034	SUPPLIES	\$44.74
		30818	6/25/2019	32756	PARTS	\$46.04
		30818	6/25/2019	33019	TRIMMER LINE	\$20.75
	PACIFIC GAS & ELECTRIC	30822	6/25/2019	7624842502-7-5/30/19	GAS & ELEC	\$95.82
		30824	6/25/2019	4211717662-0-5/30/19	ELEC	\$331.94
		30828	6/25/2019	5060076049-5-5/30/19	ELEC	\$1,166.09
		30823	6/25/2019	5740377546-3-5/30/19	GAS & ELEC	\$327.29
		30831	6/25/2019	9491368495-0-5/29	ELEC	\$5,757.84
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$942.63
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$3,004.14
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$48.00
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$10,170.05
	PACIFIC TRUCK PARTS	30835	6/25/2019	5/31/19	REPAIR PARTS AND SUPPLIES	\$3,041.99
	PAJARO VALLEY CHILDREN'S CENTER	30837	6/25/2019	2ND INSTALL 18/19	SOCIAL SERVICES GRANT 18-19	\$3,000.00
	PAJARO VALLEY COMMUNITY HEALTH TRUST	30838	6/25/2019	MESA VERDE GARDENS	SOCIAL SERV GRANT 18/19	\$1,500.00
	PAJARO VALLEY FABRICATION INC.	30839	6/25/2019	26866	REPAIRS AND LABOR	\$110.00
		30839	6/25/2019	26797	LABOR	\$32.10
		30839	6/25/2019	26835	LABOR	\$75.95
		30839	6/25/2019	26791	LABOR AND SUPPLIES	\$594.93
		30839	6/25/2019	26885	TRUCK #575508 REPAIR	\$471.96
		30839	6/25/2019	26883	PATCH PLATE	\$55.83
	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$25.44
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$354.04

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$5.78
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$13.50
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$18.83
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$87.16
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$10.78
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$13.50
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$3.59
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$13.77
	PAJARO VALLEY PRINTING	30841	6/25/2019	38636	PRINTING SERVICES	\$282.96
		30841	6/25/2019	38574	38574 OURTOWN MONTHLY NEWSLETTER JUNE 2019	\$2,288.79
	PANTHER PROTECTIVE SERVICE	30842	6/25/2019	005-2019FP	#005-2019FP, OPENING/CLOSING FRANICH PARK RESTROOM	\$450.00
		30842	6/25/2019	006/2019RRP	#006/2019RRP, OPENING/CLOSING OF RAMSAY PARK RESTR	\$375.00
		30842	6/25/2019	010-2019ER	#010-2019ER, SECURITY SERVICE CONTRACTED FOR EVENT	\$375.00
		30842	6/25/2019	006/2019CCC	#006/2019CCC, SECURITY SERVICE CONTRACTED FOR EVEN	\$150.00
		30842	6/25/2019	011-2019ER	#011-2019ER, SECURITY SERVICE CONTRACTED FOR EVENT	\$325.00
	PKT WELDING & FABRICATION	30847	6/25/2019	1241	Repairs to apparatus #4411	\$403.77
		30847	6/25/2019	1250	REPAIR TO TRUCK UNIT # 570-706-19 WELD BROKEN LOCK	\$240.00
	PRAXAIR DISTRIBUTION, INC	30850	6/25/2019	89534690	CYLINDER CHARGES	\$168.17
	PREFERRED TRUCK & EQUIPMENT	30851	6/25/2019	INV00087150	CYLINDER EJECT PT1000 187" FOR UNIT # 570-806-04	\$3,178.83
	QUENCH USA, INC.	30854	6/25/2019	INVO1852350	COFFEE SERVICE	\$15.03
		30854	6/25/2019	INVO1852350	COFFEE SERVICE	\$15.03
		30854	6/25/2019	INVO1852350	COFFEE SERVICE	\$15.03

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	QUENCH USA, INC.	30854	6/25/2019	INVO1852350	COFFEE SERVICE	\$15.00
	RECORDED BOOKS, INC.	30856	6/25/2019	76225243	BOOKS	\$54.57
	REGISTER PAJARONIAN	30857	6/25/2019	61319	Ad for the Spirit of Watsonville 4th of July Parad	\$450.00
		30857	6/25/2019	10807-14333	ORDINANCE AD	\$121.95
		30857	6/25/2019	10807-14335	ORD AD	\$189.64
		30857	6/25/2019	10807-14334	ORD AD	\$131.33
		30857	6/25/2019	10845-14317	ADVERTISING- PUBLIC HEARING 1415 MAIN ST	\$185.91
		30857	6/25/2019	10845-14317	ADVERTISING- PUBLIC HEARING 1415 MAIN ST	\$185.91
	REMOTE SATELLITE SYSTEMS INT'L	30858	6/25/2019	00101185	Mo. fees for July 19' & Airtime for May 19'	\$146.00
	RICOH USA, INC	30861	6/25/2019	102164290	EQUIPMENT RENTAL	\$1,201.12
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$105.10
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.55
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.55
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.55
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$133.69
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$57.36
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$91.23
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$17.66
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$17.66
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$11.77
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$11.77

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$105.11
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$29.34
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$228.18
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$671.90
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$27.99
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$111.99
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$111.99
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$74.66
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$74.68
		30860	6/25/2019	1081376130	SERVICE- CLEANING FOR FINAL BUDGET	\$250.97
		30860	6/25/2019	1081239719	COPIER SUPPLIES	\$47.03
	RODRIGUEZ, ROBERT S	30863	6/25/2019	WATS014	VEHICLE MAINTENANCE	\$200.00
	SANCHEZ, JESSICA A.	30866	6/25/2019	96	GYM INSTRUCTION	\$176.25
	SANTA CRUZ COUNTY CONFERENCE & VISITORS COUNCIL	30603	6/19/2019	2/8/19-5/30/19	TOURISM ASSES FEE	\$48,004.41
	SANTA CRUZ COUNTY DISTRICT ATTORNEY	30868	6/25/2019	18/19 MDIC-WPD	MDIC ANNUAL CONTRIBUTION_FY 18-19	\$30,666.00
	SANTA CRUZ COUNTY FARM BUREAU	30604	6/19/2019	6/26/19	MEETING 6/26/19	\$100.00
		30604	6/19/2019	6/26/19	MEETING 6/26/19	\$100.00
		30604	6/19/2019	6/26/19	MEETING 6/26/19	\$100.00
		30604	6/19/2019	6/26/19	MEETING 6/26/19	\$100.00
		30604	6/19/2019	6/26/19	MEETING 6/26/19	\$100.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	SANTA CRUZ COUNTY HEALTH SERVICE AGENCY	30867	6/25/2019	06072019	EMT Recertification for Lucas E023078	\$100.00
	SAVE MART SUPERMARKET	30872	6/25/2019	05/26/19	SUPPLIES	\$41.69
		30872	6/25/2019	05/26/19	SUPPLIES	\$20.14
		30872	6/25/2019	05/26/19	SUPPLIES	\$26.15
		30872	6/25/2019	05/26/19	SUPPLIES	\$8.72
		30872	6/25/2019	05/26/19	SUPPLIES	\$18.45
	SHERWIN WILLIAMS	30876	6/25/2019	8149-8	8149-8 WOOD PRIMER	\$279.44
		30876	6/25/2019	4266-8	4266-8 WOOD PRIMER	\$46.57
	SHIRAISHI, SCOT	30877	6/25/2019	TRVL EXP 05/20	MSC- FIRE MECHANICS TRAINING MILEAGE REIMB	\$151.38
	SHRED-IT USA	30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$63.83
		30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$132.06
		30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$72.60
		30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$145.22
	SMART & FINAL	30882	6/25/2019	06/02/19	ACCT 405026- INV #45198 AND 44439	\$104.61
		30882	6/25/2019	06/02/19	ACCT 405026- INV #45198 AND 44439	\$168.25
	STURDY OIL COMPANY	30885	6/25/2019	5/31/19	PETROLEUM PRODUCTS FOR CITY WI	\$61,552.62
	TARGET SPECIALTY PRODUCTS	30887	6/25/2019	PI0980457	#PI0980457, MOLE BAIT	\$273.20
		30887	6/25/2019	PI0977912	#PI0997912, GOPHER BAIT	\$169.77
	TARR, JON	30888	6/25/2019	001/2019	TENNIS CLINICS	\$3,430.00
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$610.23
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$292.30
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$30.58
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	(\$55.71)
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$55.71

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	THE HOSE SHOP INC.	30893	6/25/2019	5/31/19	REPAIR PARTS	\$564.52
	THE PIN CENTER	30894	6/25/2019	0519127	Invoice 0519127	\$1,222.50
	THE SANTA CRUZ LESBIAN AND GAY COMMUNITY CTR	30892	6/25/2019	FINAL PAYMENT	SOCIAL SERVICES GRANTS 17-19	\$2,500.00
	THRIVE BRIGHT LLC	30605	6/19/2019	4/11/2019	ST TREE LIGHT REPAIR	\$1,200.00
	TINO'S PLUMBING INC	30895	6/25/2019	120932	LEAK REPAIR AT 30 MAPLE ST	\$732.14
		30895	6/25/2019	119926	WPD LOCKER ROOM RESTROOM UPGRADES	\$1,200.00
		30895	6/25/2019	120222	NEW CLEANOUT INSTALL	\$3,500.00
	TORIUMI'S AUTO REPAIR	30896	6/25/2019	88055	LOF, MISC PARTS AND LABOR FOR UNIT# 598-604-35	\$142.08
		30896	6/25/2019	87981	DIAGNOSTIC TESTING, LOF, R & R FRONT ROTOR BRAKES,	\$961.85
		30896	6/25/2019	87974	DIAGNOSTIC & REPAIR LABOR AND SPARK PLUG PLUS WIRE	\$487.55
		30896	6/25/2019	88078	LOF, MISC PARTS & WASTE REMOVAL FEES FOR UNIT # 31	\$115.00
		30896	6/25/2019	88070	LOF, MISC PARTS & WASTE REMOVAL FEE PLUS LABOR FOR	\$94.55
		30897	6/25/2019	P23739	OIL FILTER, FUEL FILTER, AIR FILTER, & FREIGHT FOR	\$599.55
	TOTAL EQUIPMENT & RENTAL OF FREMONT	30897	6/25/2019	P17624	CREDIT TO ACCT, INVOICE #P17624	(\$144.95)
	TRI COUNTY LANDSCAPE SUPPLY	30590	6/12/2019	45134	FILL DIRT FOR WPD FIRING RANGE LANDSCAPING PROJECT	\$473.06
	TRI-COUNTY FIRE PROTECTION INC	30899	6/25/2019	49928	SERVICE	\$44.64
	UNIQUE MANAGEMENT SERVICES, INC.	30901	6/25/2019	553649	COLLECTION AGENCY FEES	\$304.30
	UPS STORE	30903	6/25/2019	5/31/19	FRT & FINGERPRINTING	\$155.71
		30903	6/25/2019	5/31/19	FRT & FINGERPRINTING	\$799.00
	US BANK	30904	6/25/2019	385919725	COPIER LEASE	\$7,894.51
	VERDE DESIGN, INC.	30906	6/25/2019	06/03/19	CONSULTANT SERVICES	\$19,958.85

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	WATSONVILLE CADILLAC BUICK GMC	30911	6/25/2019	333021	SERVICE	\$218.40
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	30915	6/25/2019	084P848155	RETAINER PART FOR UNIT # 570-406-17	\$18.86
	WEX BANK	30608	6/19/2019	59639269	FUEL	\$664.54
	YWCA	30917	6/25/2019	1ST PMT 18/19 GRANT	SOCIAL SERVICE GRANTS 17-19	\$2,250.00
	Fund Total					\$468,036.76
0170	BRINKS INCORPORATED	30650	6/25/2019	10751188	TRANSPORTATION	\$718.50
		30650	6/25/2019	2713109	TRANSPORTATION	\$2.97
	Fund Total					\$721.47
0202	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$38.48
	GRAHAM-GARCIA, BARBARA	30726	6/25/2019	208	ERGONOMIC CONSULTATION-KARINA MURILLO	\$250.00
	RICOH USA, INC	30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.55
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$18.99
	US BANK	30607	6/19/2019	1422868	BONDS- ACCT #259785000	\$231,430.74
		30607	6/19/2019	1422868	BONDS- ACCT #259785000	\$1,225,000.00
	Fund Total					\$1,456,790.76
0204	GOLDFARB & LIPMAN	30586	6/12/2019	130440-REPLACEMENT	Provide Legal Services	\$1,357.00
		30725	6/25/2019	131382	Provide Legal Services	\$649.00
	GRESHAM SAVAGE NOLAN & TILDEN APC	30733	6/25/2019	358479	LEGAL SERVICES RELATED TO HOUS	\$1,190.00
	Fund Total					\$3,196.00
0205	ADAMS ASHBY GROUP, INC.	30616	6/25/2019	2714	Professional services related	\$2,880.00
	BSN SPORTS INC	30652	6/25/2019	905327270	BLEACHERS AT RAMSAY PARK	\$3,433.23

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0205	REGISTER PAJARONIAN	30857	6/25/2019	6232-14336	NOTICE FLOODPLAIN PLAN	\$482.26
	Fund Total					\$6,795.49
0215	AMERICAN RED CROSS	30624	6/25/2019	CA 0519-Oth	EMERGENCY LODGING FOR 215 SUDDEN STREET	\$1,935.00
	Fund Total					\$1,935.00
0221	SALVATION ARMY	30601	6/19/2019	205	DAY CENTER AND WINTER SHELTER	\$20,717.00
		30602	6/19/2019	307	DAY CENTER AND WINTER SHELTER	\$47,732.00
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$23.37
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$4.24
	Fund Total					\$68,476.61
0260	AXON ENTERPRISE, INC.	30580	6/12/2019	SI-1590973	BODY WORN CAMERA PROJECT	\$20,016.29
	FASTENAL COMPANY	30708	6/25/2019	CAWAT97096	SUPPLIES	\$200.47
	LEXIS NEXIS RISK SOLUTIONS FL INC.	30770	6/25/2019	1382615- 20190531	LAW ENFORCEMENT DATABASE	\$1,543.50
	MAZE & ASSOCIATES	30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$2,500.00
	Fund Total					\$24,260.26
0305	BEAR ELECTRICAL SOLUTIONS INC.	30581	6/12/2019	8080	ANNUAL TRAFFIC SIGNAL MAINTENA	\$2,125.00
		30581	6/12/2019	8026	ANNUAL TRAFFIC SIGNAL MAINTENA	\$3,902.50
		30581	6/12/2019	8259	TRAFFIC SIGNAL MAINTENANCE	\$7,017.35
	ECOLOGY ACTION OF SANTA CRUZ	30696	6/25/2019	66100	BICYCLE SAFETY EDUCATION SERVICE	\$14,246.23
	HARRIS & ASSOCIATES INC.	30738	6/25/2019	41339	DESIGN PROPOSAL FOR RAIL TRAIL	\$1,402.50
	MENDEZ, ALVARO	30598	6/19/2019	BOOT REIMB REISSUE	TRAFFIC- BOOT REIMBURSEMENT CHECK #27846 REISSUE	\$200.00
	MID COAST ENGINEERS, INC.	30779	6/25/2019	3004	ON CALL CONSULTING SURVEYOR SE	\$1,400.00
	PACIFIC GAS & ELECTRIC	30821	6/25/2019	0581861689-7- 5/30/19	ELEC	\$63.67

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	PACIFIC GAS & ELECTRIC	30825	6/25/2019	6771895322-6-5/30/19	ELEC	\$446.66
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$2,239.17
	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$176.85
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$206.33
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$641.84
	Fund Total					\$34,068.10
0309	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$100.26
	PACIFIC GAS & ELECTRIC	30829	6/25/2019	3370611625-9-5/30/19	ELEC	\$2,820.87
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$568.78
	PANTHER PROTECTIVE SERVICE	30842	6/25/2019	005-2019CG	Patrolling of Beach Street Parking	\$3,963.00
		30842	6/25/2019	004-2019cg	Patrolling of Beach Street Parking	\$3,874.00
	Fund Total					\$11,326.91
0310	3M	30722	6/25/2019	411156	LIVESCAN	\$1,989.19
		30722	6/25/2019	411158	LIVESCAN	\$4,097.73
	AXON ENTERPRISE, INC.	30580	6/12/2019	SI-1590973	BODY WORN CAMERA PROJECT	\$180,000.00
		30580	6/12/2019	SI-1590973	BODY WORN CAMERA PROJECT	\$50,000.00
	BENCHMARK ENVIRONMENTAL ENGINEERING,	30643	6/25/2019	E19-400A	SERVICES FOR PD PROJECT	\$495.00
	CABRILLO COLLEGE	30593	6/19/2019	VAPA16 19/20	FACILITY RENTAL	\$2,682.50
	CALIFORNIA POLICE CHIEFS ASSN.	30656	6/25/2019	12883	CPCA MEMBERSHIP DUES	\$1,621.00
		30656	6/25/2019	12569	Membership Dues	\$145.00
	CHARTER COMMUNICATIONS	30594	6/19/2019	0002463060519	SERVICE	\$199.47
	DUNCAN SOLUTIONS, INC.	30692	6/25/2019	DS0000001814	THREE (3) HANDHELD AUTO CITATION DEVICES	\$36,357.00
		30692	6/25/2019	DS0000001569	TRAFFIC BUREAU SUPPLIES	\$3,788.27
	FIGUEROA, ANTONIO	30710	6/25/2019	TRVL EXP 07/14	WPD- SHERMAN BLOCK INSTITUTE 7 O F 8	\$189.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	FUENTEZ, BRYAN	30720	6/25/2019	TRVL EXP 05/28	WPD- FIELD TRAINING PROGRAM SAC	\$50.35
	JOHNSTON, COREY	30757	6/25/2019	TRVL EXP 06/03/19	WPD- DINNER REIMBURSEMENT	\$24.00
	L N CURTIS & SONS	30765	6/25/2019	INV28467	(2) Smoke Jumper Boots	\$915.52
	MAZE & ASSOCIATES	30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$733.50
		30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$733.50
	MOTOROLA SOLUTIONS, INC.	30789	6/25/2019	16051883	3 MOTOROLA RADIOS FOR POLICE V	\$13,882.21
	PROMO DIRECT	30852	6/25/2019	N118659	ADVERTISING	\$254.03
	RAMIREZ, REBECCA	30599	6/19/2019	6/23/19	PD-FIREARMS COURSE	\$256.50
	ROMERO, LUIS	30600	6/19/2019	6/23/19	PD-FIREARMS COURSE	\$256.50
	RUIZ, DEBORAH	30865	6/25/2019	PAL TRIP 06/04/19	PAL TRIP: PAL SUMMER SOCCER REIMBURSEMENT	\$344.00
	SANTA CRUZ REGIONAL 9-1-1	30869	6/25/2019	5/30/19	3 Cradepoint mobile routers	\$4,323.51
	SCOTT'S PPE RECON INC.	30874	6/25/2019	35059	Turnout Inspections & Repairs-April 2019	\$324.62
	Fund Total					\$303,662.40
0312	FIRST AMERICAN TITLE	30714	6/25/2019	6183-6183121877	SERVICES FOR 105 LEE ROAD	\$500.00
	JAM SERVICES, INC.	30752	6/25/2019	120058	INV#120058 10/18/18 PO#TRIAL 500W NEMA BATTERY	\$2,594.69
	MAZE & ASSOCIATES	30776	6/25/2019	32788	BILLING FOR 2018 AUDIT	\$4,000.00
		30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$1,598.00
	MESITI-MILLER ENGINEERING, INC.	30777	6/25/2019	0519024	Lee Road Trail 30% Design	\$5,983.93
		30777	6/25/2019	0519023	Lee Road Trail 30% Design	\$24,038.00
	Fund Total					\$38,714.62
0354	K & D LANDSCAPING INC.	30760	6/25/2019	69893	SERVICE	\$824.00
	Fund Total					\$824.00
0710	2ND NATURE, LLC	30610	6/25/2019	cc2019-19	SOFTWARE FOR COMPLIANCE WITH M	\$6,864.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	2ND NATURE, LLC	30610	6/25/2019	BAL CC2019-19	LICENSE FEE	\$274.56
	A L LEASE COMPANY, INC	30611	6/25/2019	5/31/19	SUPPLIES	\$78.58
	A TOOL SHED RENTALS, INC.	30612	6/25/2019	1353334-6	WALK BEHIND TRENCHER	\$171.41
	ACCO ENGINEERED SYSTEMS	30615	6/25/2019	734031	INVOICE #734031 MAINTENANCE	\$2,289.00
	AIRGAS USA, LLC	30620	6/25/2019	9962585391	HELIUM	\$29.29
	ALPHA OMEGA WIRELESS, INC.	30623	6/25/2019	INV-0338	INVOICE #INV-0338 SITE SURVEY // JOB NO: JOB000	\$1,250.00
	APPLIED INDUSTRIAL TECHNOLOGIES	30628	6/25/2019	7016089370	LUBRIPLATE	\$399.99
		30628	6/25/2019	7016077796	PART	\$11.69
		30628	6/25/2019	7016249184	SUPPLIES	\$5.46
	AQUA NATURAL SOLUTIONS	30630	6/25/2019	4588	MICROBE LIFT	\$3,818.29
	ARRIAGA, JOHN	30632	6/25/2019	8246	CONSULTANT FOR LEGISLATIVE SERVICES	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	30635	6/25/2019	AR020352	INVOICE #AR020352 LEVELIZED CHARGE-NAT GAS	\$8,012.65
	BEAR ELECTRICAL SOLUTIONS INC.	30642	6/25/2019	8260	BANNER INSTALLATIONS FOR APRIL 2019	\$700.00
		30642	6/25/2019	8260	BANNER INSTALLATIONS FOR APRIL 2019	\$530.00
	BUCKLES-SMITH ELECTRIC	30653	6/25/2019	3149781-00	PARTS	\$567.35
		30653	6/25/2019	313394-03	PARTS	\$458.85
	CALIFORNIA CONSERVATION CORPS	30655	6/25/2019	INNU-003774	REMOVAL OF INVASIVE PLANTS AT TRAILS	\$6,710.00
	CAMACHO, JOSE LUIS	30657	6/25/2019	SWRCB III	REIMBURSEMENT- SWRCB III EXAM AND CERTIFICATE	\$520.00
	CAROLLO ENGINEERS, INC.	30659	6/25/2019	0177644	WASTEWATER MASTER PLAN	\$17,645.50
	CENTRAL ELECTRIC	30664	6/25/2019	5/30/19	ELEC SUPPLIES	\$1,076.29
	CHEMTRADE CHEMICALS US LLC	30666	6/25/2019	92655913	ALUMINUM SULFATE COAGULANT USE	\$5,187.68
		30666	6/25/2019	92651816	ALUMINUM SULFATE COAGULANT USE	\$5,338.92

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	CHEMTRADE CHEMICALS US LLC	30666	6/25/2019	92659044	ALUMINUM SULFATE COAGULANT USE	\$5,372.59
		30666	6/25/2019	92661308	ALUMINUM SULFATE COAGULANT USE	\$5,397.25
		30666	6/25/2019	92664323	ALUMINUM SULFATE COAGULANT USE	\$5,381.61
		30666	6/25/2019	92664324	ALUMINUM SULFATE COAGULANT USE	\$5,191.94
	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$552.21
	CRIPPEN, CRISTEL	30768	6/25/2019	11789	INVOICE #11789 PLANT MAINTENANCE AT WATER RESOU	\$175.00
	D&G SANITATION	30682	6/25/2019	261051	PORTABLE TOILET SERVICES	\$223.96
	DC FROST ASSOCIATES INC	30686	6/25/2019	40550	Trojan UV Parts	\$81,968.41
	DIRECT TV LLC	30690	6/25/2019	36343214701	INVOICE #36343214701 MONTHLY CHARGES FOR SERVIC	\$129.23
	D'LA COLMENA	30683	6/25/2019	TRANS# 51534	PO #48, ACCT #911, TRANSACTION 51534	\$31.53
	DOWNTOWN FORD SALES	30583	6/12/2019	311997	FORD F250	\$38,719.03
	E & M ELECTRIC & MACHINERY, INC.	30695	6/25/2019	336860	MILESTONE 3-ACCEPTANCE	\$185.00
		30695	6/25/2019	336860	MILESTONE 3-ACCEPTANCE	\$185.00
	ENERGY SYSTEMS	30700	6/25/2019	25834-0001	INVOICE #25834-0001 BATTERIES FOR COLLECTIONS	\$3,813.92
	ENVIRONMENTAL RESOURCE ASSOCIATES	30702	6/25/2019	904103	Invoice 904103 Proficiency testing samples for new	\$188.35
	ERIK LOPEZ	30703	6/25/2019	TUITION REIM	PW- COLL. SYS. MAINT. GR. 1 TUITION REIMB	\$358.00
	ESQUEDA, MINDY	30706	6/25/2019	BUS EXP 2019	STAFF TRAINING SUPPLIES REIMBURSEMENT	\$127.26
	FASTENAL COMPANY	30708	6/25/2019	CAWAT98982	PARTS	\$2,965.35
		30708	6/25/2019	CAWAT98906	PARTS	\$135.46
		30708	6/25/2019	CAWAT9902	SUPPLIES	\$28.74
		30708	6/25/2019	CAWAT99226	SUPPLIES	\$252.09

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	FASTENAL COMPANY	30708	6/25/2019	CAWAT99073	SUPPLIES	\$83.95
	FEDEX	30709	6/25/2019	6-576-49138	FRT	\$13.57
		30709	6/25/2019	6-548-43402	SHIPPING CHARGES	\$6.65
		30709	6/25/2019	6-582-62968	SHIPPING CHARGES	\$30.99
	FIRE DETECTION UNLIMITED, INC.	30712	6/25/2019	5910	INVOICE #5910 SERVICE AT WATER RESOURCES CENTER	\$989.98
	FISHER SCIENTIFIC	30716	6/25/2019	6645719	LAB SUPPLY	\$61.13
		30716	6/25/2019	6776009	SUPPLIES	\$142.15
	FLEMING, JOSEPHINE	30701	6/25/2019	1020	Coordination of City's Green Business Ops	\$917.40
	FLO-LINE TECHNOLOGY, INC.	30717	6/25/2019	190456	PARTS	\$3,106.95
	FRANK A. OLSEN COMPANY	30719	6/25/2019	242766	INVOICE #242766 MATERIAL FOR RECYCLE PLANT	\$1,283.13
	GRAINGER	30727	6/25/2019	9193566107	SUPPLIES	\$123.48
		30727	6/25/2019	9190664293	CREDIT PRESSURE WASHER	(\$800.78)
		30727	6/25/2019	9190993155	PRESSURE WASHER	\$800.78
		30727	6/25/2019	9189973366	BLOWER KIT	\$248.17
		30727	6/25/2019	9193634467	SUPPLIES	\$321.52
		30727	6/25/2019	9188747498	PRESSURE WASHER	\$800.78
		30727	6/25/2019	9189800932	STEPLADDERS	\$511.88
		30727	6/25/2019	9193594893	SUPPLIES	\$30.87
		30727	6/25/2019	9204228556	SUPPLIES	\$483.23
		30727	6/25/2019	9205017867	LABELS	\$170.18
	GREEN RUBBER-KENNEDY AG	30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$333.44
	GREEN TOUCH	30732	6/25/2019	20190493	INVOICE #20190493 MONTHLY LANDSCAPE MAINTENANCE	\$420.00
	HACH COMPANY	30735	6/25/2019	11491938	SPECTROPHOTOMETER	\$8,893.43
	HERNANDEZ, ALFONSO	30742	6/25/2019	6/17/19	PW-CWEA RENEWAL	\$200.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	IDEXX LABORATORIES INC.	30747	6/25/2019	3048164680	LAB SUPPLIES	\$3,175.50
	INTACT PROTECTIVE SERVICES	30748	6/25/2019	7769	INVOICE #7769 SECURITY PATROL FOR WATER RESOURCE	\$5,719.50
	INTERSTATE ALL BATTERY CENTER	30749	6/25/2019	6/3/19	BATTERIES	\$265.98
	JANICE M DRAKE- GUY	30753	6/25/2019	CWEA RENEWAL	PW- CWEA INDUSTRIAL CERTIFICATION RENEWAL	\$97.00
	JERRY ALLISON LANDSCAPING INC.	30755	6/25/2019	053119-19	INV#053119-19 MAINTENANCE ON HOLM RD, CLIFFORD/MON	\$97.00
		30755	6/25/2019	053119-27	INVOICE #053119-27 MONTHLY MAINTENANCE SERVICE	\$200.00
	KELLY-MOORE PAINT COMPANY, INC.	30761	6/25/2019	5/31/19	PAINT AND SUPPLIES	\$177.92
	KIMBALL MIDWEST	30762	6/25/2019	7167193	PARTS AND SUPPLIES	\$1,072.49
	LDA PARTNERS, INC.	30767	6/25/2019	#2/731-01-18	MASTERPLAN FOR REDEVELOPMENT/IM	\$41,100.00
	LENOVO INC.	30769	6/25/2019	6451947549	NEW LAPTOP AND DOCKING STATION	\$252.36
	MARCOS LONA	30774	6/25/2019	TUITION REIMB	PW- COLL. SYS. MAINT. GR.1 TUITION REIMBURSEMENT	\$358.00
	M-I-C INC.	30773	6/25/2019	3975	INVOICE #3975 WWTP INFRASTRUCTURE REPAIRS AT WRC	\$77,402.67
	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$101.57
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$447.51
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$207.19
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$29.06
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$451.21
	MISSION LINEN SUPPLY	30587	6/12/2019	279226-5/31/19	LINEN SERVICE	\$1,785.22
	MONTEREY BAY AIR RESOURCES DISTRICT	30784	6/25/2019	714-053019	INVOICE #714-053019 PERMIT AND FEES	\$13,250.00
		30784	6/25/2019	1157-053019	INVOICE #1157-053019 FEES AND PREMITS	\$4,549.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	MONTEREY BAY ANALYTICAL SERVICES, INC.	30785	6/25/2019	1905WAT	INVOICE #1905WAT SAMPLES FOR CITY OF WATSONVILLE	\$2,412.00
		30785	6/25/2019	1905WAT	INVOICE #1905WAT SAMPLES FOR CITY OF WATSONVILLE	\$1,723.50
		30785	6/25/2019	1905WAT	INVOICE #1905WAT SAMPLES FOR CITY OF WATSONVILLE	\$405.00
		30785	6/25/2019	1905WAT	INVOICE #1905WAT SAMPLES FOR CITY OF WATSONVILLE	\$2,677.50
		30785	6/25/2019	1905WAT	INVOICE #1905WAT SAMPLES FOR CITY OF WATSONVILLE	\$526.50
	PACIFIC CREST ENGINEERING, INC.	30819	6/25/2019	7146	PROFESSIONAL AND TECHNICAL SER	\$6,418.13
		30819	6/25/2019	7190	PROFESSIONAL AND TECHNICAL SER	\$2,947.69
	PACIFIC GAS & ELECTRIC	30833	6/25/2019	6994615709-1-5/30/19	ELEC	\$24,936.50
		30830	6/25/2019	5314251010-5-5/28	ELEC	\$4,764.09
		30826	6/25/2019	9335083043-1-6/4	ELEC	\$530.50
	PACIFIC UNDERGROUND CONSTRUCTION, INC.	30836	6/25/2019	32000	DAVIS/CAREY SANITARY SWR REPLC	\$122,950.42
	PAJARO VALLEY PRINTING	30841	6/25/2019	38575	OUR TOWN NEWSLETTER - JUNE 2019 - PRINT, MAIL TO A	\$2,611.08
	PARKSON CORPORATION	30845	6/25/2019	AR1/51025276	INVOICE #AR/51025276	\$85,000.00
	POLYDYNE INC.	30848	6/25/2019	1361399	CHEMICALS FOR WASTEWATER	\$22,466.69
		30848	6/25/2019	1362535	CHEMICALS FOR WASTEWATER	\$5,409.45
	PURE WATER OF WATSONVILLE	30853	6/25/2019	2680	INVOICE #2680 WATER DISPENSER MAINTENANCE	\$164.73
	RICOH USA, INC	30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$29.64
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.51
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$52.55
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$127.01

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	RICOH USA, INC	30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$9.00
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$72.98
		30860	6/25/2019	5056786243	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$49.02
	RODRIGUEZ, MARIA ESTHER	30862	6/25/2019	BUS EXP 2019	TOASTMASTERS AND FOOD FOR BIKE TO WORK DAY REIMBUR	\$45.00
		30862	6/25/2019	BUS EXP 2019	TOASTMASTERS AND FOOD FOR BIKE TO WORK DAY REIMBUR	\$156.88
	SAVE MART SUPERMARKET	30872	6/25/2019	05/26/19	SUPPLIES	\$79.94
	SIGMA-ALDRICH RTC	30879	6/25/2019	547792544	Invoice 547792544 Wastewater Proficiency testing s	\$540.49
		30879	6/25/2019	547789645	Invoice 547789645 Microbiological Proficiency test	\$148.61
		30879	6/25/2019	547847810	Invoice 547847810 E. Coli WP Proficiency testing s	\$278.20
		30879	6/25/2019	547857771	Invoice 547857771 Settleable Solids Proficiency te	\$108.61
		30879	6/25/2019	547853654	Invoice 547853654 Enterococcus Proficiency Testing	\$149.67
	SILKE COMMUNICATIONS	30880	6/25/2019	80052	INV#80052 TWO WAY RADIOS FOR WASTE WATER OPERATION	\$3,695.78
		30880	6/25/2019	80052	INV#80052 TWO WAY RADIOS FOR WASTE WATER OPERATION	\$3,695.78
	SJSUR FOUNDATION/MLML	30881	6/25/2019	AR019698	Invoice AR019698 Charter of R/V John H Martin for	\$456.25
	SUPERIOR ALARM COMPANY	30886	6/25/2019	146988	SERVICE CALL ON 06/01/19	\$127.50
		30886	6/25/2019	146984	SERVICE CALL ON 05/30/19	\$85.00
		30886	6/25/2019	146995	SERVICE CALL ON 06/05/19	\$85.00
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$144.69
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$75.40
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$63.83

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$144.83
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$68.94
	THATCHER COMPANY, INC.	30891	6/25/2019	265253	RESO#158-15 12.5% SODIUM HYPOC	\$3,997.09
	TRINH, WENDY	30900	6/25/2019	AMMONIA TRAINING	PW- N. CALIFORNIA REGIONAL AMMONIA TRAINING	\$118.32
	VWR INTERNATIONAL IN	30908	6/25/2019	8086429557	Invoice 8086429557 Chlorine Standard Solution	\$56.27
		30908	6/25/2019	8086534048	Invoice 8086534048 Hach Nitrate Reagent Set	\$99.01
	WATSONVILLE WETLANDS WATCH	30912	6/25/2019	2018.11CTW	SLOUGH TRAILS RESTORATION	\$3,999.00
		30912	6/25/2019	2019.04CTW	SLOUGH TRAILS RESTORATION	\$4,119.00
		30912	6/25/2019	2019.03 CTW	SLOUGH TRAILS RESTORATION	\$4,095.00
	Fund Total					\$696,829.08
0720	A L LEASE COMPANY, INC	30611	6/25/2019	5/31/19	SUPPLIES	\$30.59
	AGUSTINE GUTIERREZ	30617	6/25/2019	37338	37338- ACCT CLOSED	\$30.76
	ALPHA OMEGA WIRELESS, INC.	30623	6/25/2019	INV-0338	INVOICE #INV-0338 SITE SURVEY // JOB NO: JOB000	\$1,250.00
	ANGELICA PETERSON	30626	6/25/2019	27993	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	ANTHONY DADDARIO	30627	6/25/2019	33635	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	ARRIAGA, JOHN	30632	6/25/2019	8246	CONSULTANT FOR LEGISLATIVE SERVICES	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$3,594.79
	AUTOMATION DIRECT.COM, INC.	30638	6/25/2019	9941950	SUPPLIES	\$227.81
		30638	6/25/2019	9941293	SUPPLIES	\$66.49
	BUCKLES-SMITH ELECTRIC	30653	6/25/2019	1558305-00	SERVICE	\$154.12
	CAVANAUGH & ASSOCIATES, P.A.	30661	6/25/2019	WE.19.035-1	CONSULTING SERVICES	\$2,500.00
	CHARTER COMMUNICATIONS	30594	6/19/2019	0002463060519	SERVICE	\$133.43

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	CHARTER COMMUNICATIONS	30594	6/19/2019	0002463060519	SERVICE	\$28.03
		30594	6/19/2019	0002463060519	SERVICE	\$28.02
		30594	6/19/2019	0002463060519	SERVICE	\$28.02
		30594	6/19/2019	0002463060519	SERVICE	\$87.94
	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$667.65
	CROSS CONNECTION ENVIRONMENTAL, LLC	30678	6/25/2019	4272	INV#4272 TRIPOD, COPPER TREE AND 4 BACKFLOW ASSEMB	\$4,675.00
	DEPARTMENT OF MOTOR VEHICLES	30596	6/19/2019	VEHICLE REG	UTILITY TRAILER REGISTRATION	\$50.00
	E & M ELECTRIC & MACHINERY, INC.	30695	6/25/2019	336860	MILESTONE 3-ACCEPTANCE	\$185.00
	ELECTROSTEEL USA	30698	6/25/2019	6166	MATERIALS FOR WATER SERV, REF PO# 19000108	\$20,582.64
		30698	6/25/2019	6178	MATERIALS FOR WATER SERVICES, REF PO# 19000108	\$15,041.16
	FRANCISCO RIVERA ORTA	30718	6/25/2019	0459	INV#0459 CONCRETE YARDS AND FEE SETUP	\$370.00
	GOLDEN STATE FLOW MEASUREMENT	30724	6/25/2019	I-061550	INV#I061550 FIELD LOGIC/UNI PRO COMMUNICATOR USB C	\$1,074.32
	GRANITE ROCK COMPANY	30728	6/25/2019	5/31/19	BUILDING MATERIALS AND SERVICE	\$52,441.23
	GRANUM PARTNERS	30729	6/25/2019	20472	1 LANDSCAPE WATER CONSERVATION REBATE @ 100 WESTRID	\$1,000.00
		30729	6/25/2019	14851	1 LANDSCAPE WATER CONSERVATION REBATE @ 150 WESTRID	\$1,000.00
	GREEN LINE	30730	6/25/2019	13297690	PUMPING OF 2 TANKS	\$1,360.00
	GREEN RUBBER-KENNEDY AG	30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$25.13
	HEATHER THOMPSON	30741	6/25/2019	23601	23601-ACCT CLOSED	\$6.56
	HIDCKONE NIGAMINE	30743	6/25/2019	40342	40342- ACCT CLOSED	\$18.85
	ICONIX WATERWORKS (US) INC.	30746	6/25/2019	5/31/19	WATER INFRASTRUCTURE REPLACEME	\$42,285.05
	JERMAIN ESPARZA	30754	6/25/2019	38546	38546- ACCT CLOSED	\$46.34

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	JERRY ALLISON LANDSCAPING INC.	30755	6/25/2019	053119-19	INV#053119-19 MAINTENANCE ON HOLM RD, CLIFFORD/MON	\$97.00
		30755	6/25/2019	053119-19	INV#053119-19 MAINTENANCE ON HOLM RD, CLIFFORD/MON	\$581.00
	JOSE GARCIA	30758	6/25/2019	08648	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	KITTLESON, GARY	30764	6/25/2019	KEC190531.2	CONSULTING SERVICES FOR CORRAL	\$1,825.00
		30764	6/25/2019	BAL KEC190531.2	PROJ MANAGEMENT	\$640.00
	LAS BRISAS COMMUNITY ASSOCIATION	30766	6/25/2019	26365	LANDSCAPE WATER CONSERVATION REBATE @ 1028 NUEVA V	\$954.00
		30766	6/25/2019	26366	LANDSCAPE WATER CONSERVATION REBATE @ 1032 NUEVA V	\$371.25
		30766	6/25/2019	25279	LANDSCAPE WATER CONSERVATION REBATE @ 1031 NUEVA V	\$726.00
		30766	6/25/2019	25280	1 QUALIFYING LANDSCAPE WATER CONSERVATION REBATE @	\$371.25
		30766	6/25/2019	25266	1 QUALIFYING LANDSCAPE WATER CONSERVATION REBATE @	\$371.25
	M&M BACKFLOW & METER MAINTENANCE	30772	6/25/2019	10089	INV#10089 5/8 X 3/4" SM700 CF METERS READING IN 1C	\$34,451.99
	MARIVIC LORENTE	30775	6/25/2019	28867	1 QUALIFYING HIGH EFFICIENCY CLOTHES WASHER REBATE	\$100.00
	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$198.87
	MISSION LINEN SUPPLY	30587	6/12/2019	279214-5/31/19	LINEN SERVICE	\$255.10
	MONTEREY BAY SERVICE COMPANY	30786	6/25/2019	42130	INV#42130 REPLACED COMPRESOR AT 1 BROWNS VALLEY	\$846.45
	NATIONAL METER & AUTOMATION, INC.	30791	6/25/2019	S1114531.002	INV#S1114531.002 LF55 1"X10 3/4" BRONZ METER BODY	\$2,595.73
	ORTEGA, CARLOS	30817	6/25/2019	514317	PW-CWEA MEMBERSHIP	\$188.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	30818	6/25/2019	32871	PART	\$46.96
	PACIFIC GAS & ELECTRIC	30820	6/25/2019	8999729770-3-5/30/19	ELEC	\$9.53

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	PACIFIC GAS & ELECTRIC	30827	6/25/2019	4850440932-6-6/11	ELEC	\$1,001.07
		30832	6/25/2019	1553836670-7-6/6	ELEC	\$34.12
	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$545.76
	PETERSON	30846	6/25/2019	8609382	GENERATOR SERVICE	\$1,990.55
	POSTMASTER	30849	6/25/2019	BOX RENT PO #149	PO BOX 149-YEARLY RENTAL	\$234.00
	RACHAEL FIELDS	30855	6/25/2019	14042-D	2 QUALIFYING TOILET REBATE @ 252 GREEN MEADOW DR #	\$200.00
	RICOH USA, INC	30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$29.65
		30860	6/25/2019	5056740807	MONTHLY MAINTENANCE FOR 17 IKON COPIERS	\$372.10
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$127.01
		30860	6/25/2019	5056786369	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$24.99
	ROTO-ROOTER	30864	6/25/2019	193-21040493	INV#193-21040493 ROOT INTRUSSION & HARD GREASE @ F	\$4,575.00
	SANTA CRUZ SEASIDE COMPANY	30870	6/25/2019	22421	22421- ACCT CLOSED	\$19.62
	SBS	30873	6/25/2019	0714084-IN	MATERIALS	\$376.66
		30873	6/25/2019	0714063-IN	MATERIALS	\$911.82
		30873	6/25/2019	0714132-IN	SUPPLIES	\$356.83
	SECURITY SHORING AND STEEL PLATES INC.	30875	6/25/2019	153888	INV#153888 5/24/2019 STEEL PLATE (6X10) FOR PENNSYL	\$2,210.00
		30875	6/25/2019	153900	INV#153900 5-25-2019 STEEL PLATE (5X12) FOR GREEN	\$509.00
	SHRED-IT USA	30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$63.83
		30878	6/25/2019	8127380745	MAY 2019 PICK UPS	\$63.82
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$17.46
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$49.88

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$50.12
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	(\$41.49)
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$18.99
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$33.81
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$57.79
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$76.72
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$63.83
	THATCHER COMPANY, INC.	30891	6/25/2019	264730	RESO#158-15 12.5% SODIUM HYPOC	\$2,680.51
		30891	6/25/2019	264790	DRUM CREDIT	(\$900.00)
		30891	6/25/2019	265333	CHLORINE	\$2,678.51
		30891	6/25/2019	265334	CONTAINER REFUND	(\$900.00)
	TINO'S PLUMBING INC	30895	6/25/2019	121180	LABOR AT 1 BROWN VALLEY RD	\$125.00
	TRACTOR SUPPLY CREDIT PLAN	30898	6/25/2019	200263328	SUPPLIES- ACCT 6035301205038316	\$1,648.51
		30898	6/25/2019	98782	SUPPLIES- ACCT 6035301205038605	\$81.92
	UPS STORE	30903	6/25/2019	5/31/19	FRT & FINGERPRINTING	\$42.43
		30903	6/25/2019	5/31/19	FRT & FINGERPRINTING	\$90.54
	USA BLUEBOOK	30905	6/25/2019	856672	INV#856672 18V XRP BATTERY PACK & US SAWS 18V METE	\$1,065.49
		30905	6/25/2019	839886	INV#839886 18V BATTERY PACK, CHARGER & US SAW 18V	\$441.73
		30905	6/25/2019	869970	INV#869970 US SAWS 18V METER PIT PUMP	\$280.07
		30905	6/25/2019	863383	INV#863383 18V XRP BATTERY PACK	\$599.86
	Fund Total					\$216,450.82
0730	A TOOL SHED RENTALS, INC.	30612	6/25/2019	1353374-6	LIFT	\$508.71
	AIRTEC SERVICE, INC	30621	6/25/2019	8103	LABOR SERVICE	\$210.00
	APTOS LANDSCAPE SUPPLY	30629	6/25/2019	492257	AIRPORT LANDSCAPING PROJECT	\$59.86

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	ASCENT AVIATION GROUP, INC.	30634	6/25/2019	S010740	TAS SOFTWARE-6 USERS	\$475.00
		30634	6/25/2019	614754	FUEL CONTRACT	\$17,536.20
	BRANDLEY, REINARD W.	30649	6/25/2019	9826	SUPP. SVS AGMT NO. 14 ENG. CRA	\$7,737.50
		30649	6/25/2019	9827	SUPP. SVS AGMT NO. 14 ENG. CRA	\$41,688.00
	CENTRAL ELECTRIC	30664	6/25/2019	5/30/19	ELEC SUPPLIES	\$374.40
	CHARLES F ROH	30665	6/25/2019	6/14/19	MURAL INSTALLATION	\$1,000.00
	CHARTER COMMUNICATIONS	30594	6/19/2019	0002463060519	SERVICE	\$158.33
	CIVIL AIR PATROL MAGAZINE	30669	6/25/2019	TT1122100	ADVERT IN CIVIL AIR PATROL MAG	\$395.00
	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$38.48
	FIRST ALARM, INC.	30713	6/25/2019	477799	ALARM SERVICE	\$189.57
	FIRST SECURITY SERVICES	30715	6/25/2019	IN-0007724	MONTHLY VEHICLE FOOT PATROL	\$714.03
	GREEN RUBBER-KENNEDY AG	30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$416.13
		30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$17.88
	HEAD 'N HOME, INC.	30740	6/25/2019	09106	ELECTRICAL USE FOR 123 AVIATION WAY	\$1,041.20
	KELLY-MOORE PAINT COMPANY, INC.	30761	6/25/2019	5/31/19	PAINT AND SUPPLIES	\$1,141.08
	KION-NPG MONTEREY-SALINAS,LLC	30763	6/25/2019	471824	F.I.T.S. ADVERT SPOTS	\$1,665.00
		30763	6/25/2019	471828	ADVERTISING SPOTS FOR F.I.T.S. OPEN HOUSE	\$250.00
		30763	6/25/2019	471830	ADVERTISING SPOTS FOR F.I.T.S. OPEN HOUSE	\$985.00
		30763	6/25/2019	471836	ADVERTISING SPOTS FOR F.I.T.S. OPEN HOUSE	\$1,100.00
	MAZE & ASSOCIATES	30776	6/25/2019	32807	BILLING FOR 2017-18 AUDIT	\$2,198.00
	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$165.61
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$48.49
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$880.71

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$22.90
	MONUMENT LUMBER COMPANY	30788	6/25/2019	6/6/19	SUPPLIES	\$41.92
		30788	6/25/2019	6/6/19	SUPPLIES	\$98.65
	O'REILLY AUTOMOTIVE INC.	30797	6/25/2019	2912-173577	450 TRUCK GAS LINE REPAIR	\$2.14
	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$476.49
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$37.96
	RICOH USA, INC	30860	6/25/2019	5056786163	MONTHLY MAINTENANCE FOR NEW COPIERS CONTRACT	\$7.81
	SANTA CRUZ SENTINEL	30871	6/25/2019	5/27/2019	52 WEEK SUBSCRIPTION FOR SC SENTINEL	\$338.70
	STATE STEEL	30883	6/25/2019	125574	WEACT antenna mount	\$104.26
	SUPERIOR ALARM COMPANY	30886	6/25/2019	147372	24HR ALARM MONITORING	\$148.50
		30886	6/25/2019	147100	24HR ALARM MONITORING	\$127.50
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$1,009.14
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$75.00
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$611.58
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$506.96
		30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	\$122.88
	U S BANK CORPORATE PAYMENT SYSTEM	30606	6/19/2019	4213-03/22/19	PRINTER FOR IPADS	\$310.00
		30606	6/19/2019	4213-03/22/19	LOCKERS FOR SHOP	\$3,107.29
		30606	6/19/2019	4213-03/22/19	AVIATION DAYS SPONSORSHIP	\$500.00
		30606	6/19/2019	4213-03/22/19	YELP ADVERTISING	\$540.00
		30606	6/19/2019	4213-03/22/19	JET FUEL TAX REPORT	\$101.00
		30606	6/19/2019	4213-03/22/19	JET FUEL TAX REPORT	\$2.32
		30606	6/19/2019	4213-03/22/19	TRAINING FOR ALEX	\$291.47
		30606	6/19/2019	4213-03/22/19	CHAIR AND MAT FOR OFFICE	\$338.68
		30606	6/19/2019	4213-03/22/19	DESK FOR OFFICE	\$1,950.11

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	U S BANK CORPORATE PAYMENT	30606	6/19/2019	4213-03/22/19	COSTCO MEMBERSHIP FEE	\$60.00
	UNITED SITE SERVICES INC.	30902	6/25/2019	114-8531142	MONTHLY PORT A POTTY SERVICE	\$80.43
	WATSONVILLE BLUEPRINT	30910	6/25/2019	85732	COPIES AND BINDING	\$23.07
	YORK FRAMING GALLERY	30916	6/25/2019	136186	FRAMES-ARCHIVAL PHOTOS	\$1,990.44
		30916	6/25/2019	136186	FRAMES-ARCHIVAL PHOTOS	\$1,990.45
	Fund Total					\$96,011.83
0740	AIR TECHNOLOGY LABORATORIES, INC.	30619	6/25/2019	25095	INV#25095 LANDFILL FIXED GASES	\$405.00
	ARRIAGA, JOHN	30632	6/25/2019	8246	CONSULTANT FOR LEGISLATIVE SERVICES	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	30635	6/25/2019	AR020351	JUNE 2019 LEVELIZED CHARGE	\$232.26
	BICKMORE	30645	6/25/2019	BRS-0018615	CONSULTING SERVICES FOR PW OPE	\$2,640.00
	CAMPOS BROS. RECOVERY, INC.	30658	6/25/2019	10873	INV#10873 APPLIANCE	\$427.00
	CLEARBLU ENVIRONMENTAL	30670	6/25/2019	20892	SUPPLIES	\$2,625.31
		30670	6/25/2019	20681a	JUNE SERVICE	\$421.42
	CONTINUANT, INC.	30582	6/12/2019	SI-0000002162	MANAGED SERVICES AGREEMENT FOR	\$552.21
	DYNA SYSTEMS	30694	6/25/2019	23424017	INV#23424017 STONE GOGGLES & FACE SHIELD	\$82.62
		30694	6/25/2019	23403668	INV#23403668 TRUST-X3 ZIRCORUNDUM	\$161.57
	EL PAJARO COMMUNITY DEV CORP	30697	6/25/2019	1807	INV#1807 PLAZA VIGIL SERVICE FOR APRIL 2019	\$473.00
		30697	6/25/2019	1832	INV#1832 PLAZA VIGIL JANITORIAL SERVICES FOR MAY 2	\$473.00
	FASTENAL COMPANY	30708	6/25/2019	CAWAT98901	SUPPLIES	\$57.14
		30708	6/25/2019	CAWAT98724	SUPPLIES	\$349.84
		30708	6/25/2019	CAWAT99182	SUPPLIES	\$221.48
	GRANITE ROCK COMPANY	30728	6/25/2019	1175913	INV#1175913 12"THREADED AND SQUEEGEE FLOOR 24"	\$117.95

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	GREEN RUBBER-KENNEDY AG	30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$83.65
		30731	6/25/2019	5/10/19	PARTS & SUPPLIES	\$42.28
	GROCERY OUTLET	30734	6/25/2019	06/06/19	06/06/2019-30037922402231	\$33.07
		30734	6/25/2019	05/29/19	05/29/19-30036122332270	\$30.12
		30734	6/25/2019	06/04/19	06/04/19-30037722322272	\$33.44
	HOPE SERVICES, INC.	30744	6/25/2019	S168769	Litter Removal from City Roadw	\$2,160.00
	KELLY-MOORE PAINT COMPANY, INC.	30761	6/25/2019	5/31/19	PAINT AND SUPPLIES	\$353.11
	MID VALLEY SUPPLY	30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$52.20
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$123.91
		30780	6/25/2019	05/31/19	JANITORIAL SUPPLIES	\$74.71
	MONTEREY REGIONAL WASTE	30787	6/25/2019	SCALES_MAY19_010	SOLID WASTE DISPOSAL AGREEMENT	\$109,710.60
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	30818	6/25/2019	32839	SERVICE TO MOWER	\$24.00
	PACIFIC MATERIAL HANDLING SOLUTIONS, INC	30834	6/25/2019	837537	HYUNNDAI 45L-7A	\$57,464.30
		30834	6/25/2019	837537-bal	FORK LIFT	\$5,315.45
	PAJARO VALLEY FABRICATION INC.	30839	6/25/2019	26859	REPAIR BIN #4036	\$932.51
		30839	6/25/2019	26851	LABOR FOR TRUCK REPAIR	\$981.13
		30839	6/25/2019	26922	DUMPSTER REPAIR	\$559.15
		30839	6/25/2019	26869	REPAIRS	\$1,249.57
		30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$199.65
	PAJARO VALLEY LOCK SHOP	30840	6/25/2019	05/31/19	REPAIRS AND SUPPLIES	\$17.48
		30843	6/25/2019	1832962	INV#1832962 FIX ON JD 444H SERIAL NO: DW444HX58452	\$1,809.30
	PAPE MACHINERY, INC	30843	6/25/2019	1833098	C	\$736.18
		30843	6/25/2019	1832916	INV#1832916 REPAIR ON JD 624J SERIAL NO:DW624FP607	\$1,417.84

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	PAPE MACHINERY, INC	30843	6/25/2019	1832920	INV#1832920 REPAIR ON JD 570A SERIAL NO:JD570AG004	\$449.41
	PAREDEZ, JAVIER SR	30844	6/25/2019	BOOT REIMB 06/19	BOOT REIMBURSEMENT	\$114.99
	PKT WELDING & FABRICATION	30847	6/25/2019	1265	INV#1265 REPAIR ON DUMPSTER#40-27 DOOR, SIDES AND	\$754.06
		30847	6/25/2019	1264	INV#1264 REPAIR DUMPSTER#40-37 DOOR, UPPER CROSSME	\$434.71
		30847	6/25/2019	1263	INV#1263 REPAIR DUMPSTER # 40- 32 HOLES, CRACKS AND	\$668.98
		30847	6/25/2019	1262	INV#1262 REPAIR DUMSTER #4025 DOOR, HOLE AND FLOO	\$1,703.03
		30847	6/25/2019	1266	INV#1266 REPAIR DUMSTER#4030 BACK CROSS MEMBER, FR	\$704.00
		30847	6/25/2019	1267	INV#1267 REPAIR#4026 DOORS & PATCH CRACKS	\$442.36
		30850	6/25/2019	89523249	CYLINDER RENT	\$87.12
		30850	6/25/2019	89936168	SUPPLIES	\$107.80
	RESOURCES RECYCLING & RECOVERY	30859	6/25/2019	00000014196877	INV#0000001196877 3RD QUARTER (JAN-MARCH 2019) RECY	\$1,553.68
		30859	6/25/2019	0000001196910	INV#000000119691 3RD QUARTER RECYCLING RECOVERY FE	\$127.39
	SAVE MART SUPERMARKET	30872	6/25/2019	05/26/19	SUPPLIES	\$74.62
	STERICYCLE ENVIRONMENTAL SOLUTIONS INC.	30884	6/25/2019	04002434992	HOUSEHOLD HAZARDOUS WASTE COLLECTIONS	\$4,682.86
		30884	6/25/2019	04002464927	HOUSEHOLD HAZARDOUS WASTE COLLECTIONS	\$7,957.50
	STURDY OIL COMPANY	30885	6/25/2019	5/31/19	PETROLEUM PRODUCTS FOR CITY WI	\$321.31
	TAYLOR'S OFFICE CITY	30889	6/25/2019	05/31/19	MISC OFFICE SUPPLIES	(\$21.80)
	TENNANT SALES AND SERVICE COMPANY	30890	6/25/2019	916284815	INV#916284815 BRUSH ASSY, DISK, SCB, 13.0D, HD PYP	\$426.84
		30890	6/25/2019	916254947	INV#916254947 BRUSH ASSY, DISK, SWP	\$491.57

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	TENNANT SALES AND SERVICE COMPANY	30890	6/25/2019	916336781	CREDIT MEMO FOR CUSTOMER #4143617	(\$108.50)
	THE HOSE SHOP INC.	30893	6/25/2019	5/31/19	REPAIR PARTS	\$130.58
	TRI-COUNTY FIRE PROTECTION INC	30899	6/25/2019	HP49661	LANDFILL SERVICE	\$135.00
		30899	6/25/2019	49661	SERVICE	\$135.00
	UPS STORE	30903	6/25/2019	5/31/19	FRT & FINGERPRINTING	\$44.14
	VISION RECYCLING	30907	6/25/2019	115015	INV#115015 GRINDING SERVICE MAY 20, 2019	\$16,296.02
	WASTEQUIP MANUFACTURING CO., LLC	30909	6/25/2019	37219170	WQ-10107574 WASTEQUIP FRONT LOAD	\$16,124.00
	WATSONVILLE WETLANDS WATCH	30912	6/25/2019	2019.04CTW ENC	Trails System Encampment Deter	\$5,540.00
		30912	6/25/2019	2019.03 CTW ENC	Trails System Encampment Deter	\$780.00
		30912	6/25/2019	2018.11 CTW ENC	Trails System Encampment Deter	\$4,225.00
	WEBER, HAYES AND ASSOCIATES, INC	30913	6/25/2019	12069 REISSUE	INV #12069-REISSUE OF CHECK # 29532	\$23,666.88
	WEST COAST RUBBER RECYCLING	30914	6/25/2019	19-835	INV#19-835 TIRE DISPOSAL	\$790.13
	ZUCCHI TRUCKING	30918	6/25/2019	ZZ-2019-027	INV#ZZ-2019-027 BASE ROCK DELIVERIES	\$12,597.13
	Fund Total					\$294,704.26
0741	ES ENGINEERING SERVICES, LLC	30705	6/25/2019	INV1168903	DOCUMENT PREPARATION FOR LANDFILL	\$4,890.05
	Fund Total					\$4,890.05
0780	BORDIN SEMMER LLT	30647	6/25/2019	5	5 LEGAL SERVICES RE: GLOVER V COW	\$25,452.52
	CNA SURETY	30671	6/25/2019	64676229N	CITY BOND FOR NOTARY BOND	\$38.00
	YORK INSURANCE SERVICES GROUP, INC.	30609	6/19/2019	6/1/19-6/15/19	FUNDING REQUEST	\$27,162.45
	Fund Total					\$52,652.97
0787	PREFERRED BENEFIT	30589	6/12/2019	EIA28771	CLAIMS W/E 6/6/19	\$9,394.36

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0787	WORKTERRA	30591	6/12/2019	WAT0719	HEALTH BENEFITS	\$606,301.78
	Fund Total					\$615,696.14
Total	Total					\$5,026,362.48



MISCELLANEOUS DOCUMENTS REPORT **JUNE 25, 2019**

1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES

--S. Martinelli & Company
June 3, 2019

2.0 PROCLAMATIONS

--Nancy Lockwood
June 2019

--National Water Safety Month
May 2019

--Papás of the Central Coast
June 15, 2019

--Salvation Army Captains Harold Laubach, Jr. & Magaly Laubach
June 12, 2019

--Salvation Army Captains Ramon Gonzalez & Amalia Gonzalez
June 12, 2019

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: 606687
Receipt Number: 2576836
Geographical Code: 4403
Copies Mailed Date: June 3, 2019
Issued Date:

JUN 10 '19 PM 12:31

Received
Watsonville
City Clerk

DISTRICT SERVING LOCATION: **SALINAS**First Owner: **S. MARTINELLI & COMPANY**

Name of Business:

Location of Business: **735 W BEACH ST
WATSONVILLE, CA 95076-5141**

County: **SANTA CRUZ**Is Premise inside city limits? **Yes** Census Tract **1104.00**

Mailing Address:
(If different from
premises address)

Type of license(s): **17**

Transferor's license/name:

Dropping Partner: Yes ☐ No ☒

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
17 - Beer And Wine Wholes	ANNUAL FEE	NA	Y	0	06/03/19	\$360.00
17 - Beer And Wine Wholes	ORIGINAL FEES	NA	Y	0	06/03/19	\$100.00
NA	FEDERAL FINGERPRINTS	NA	N	9	06/03/19	\$216.00
NA	STATE FINGERPRINTS	NA	N	9	06/03/19	\$351.00
Total						\$1,027.00

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**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of SANTA CRUZ

Date: June 3, 2019

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

S. MARTINELLI & COMPANY



Proclamation

Nancy Lockwood

June 2019

WHEREAS, your service with the City of Watsonville as the Administrative Analyst, Environmental Project Manager and Solid Waste Division Manager expanded the field of local environmental outreach, waste reduction, water conservation, and urban greening; and

WHEREAS, your efforts in water conservation led to water wise policies, community water rebate programs, and several water conserving native landscape pilot projects for the community; and

WHEREAS, your efforts to ban plastic bags and styrofoam showed Watsonville as a leader in pollution prevention; and

WHEREAS, your vision for community gardens was realized through the City Urban Greening Plan and has successfully helped establish several community gardens in Watsonville; and

WHEREAS, you have contributed to the development of the Conservation Academy tour program, Watsonville Environmental Science Workshop and the Watsonville Nature Center to directly serve the youth and families of Watsonville with Environmental Education; and

WHEREAS, in addition you acted to expand environmental ordinances to protect Watsonville waterways and landfill space, and implement community recycling and composting; and

WHEREAS, it is in the public interest for the citizens and children in Watsonville to engage as stewards to benefit their natural resources and to directly experience environmental opportunities; and

WHEREAS, the year 2019 will mark the re-design of the new Environmental Science Workshop and the development of the Environmental Sustainability Center dedicated to Nancy Lockwood;

NOW, THEREFORE, I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize and commend Nancy Lockwood for over 2 Decades of Leadership in Environment, Conservation, Sustainability, and Education, and proclaim the future Watsonville Environmental Science Workshop and Environmental Sustainability Center dedicated in her honor.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 7th day of June, two thousand and nineteen.

Francisco Estrada, Mayor

WATSONVILLE, CALIFORNIA



Proclamation

National Water Safety Month

May 2019

- WHEREAS,** citizens of Watsonville, CA recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; and
- WHEREAS,** the City of Watsonville offers a successful summer aquatics program that teaches over 500 of young people the important life skills of water safety and the 2019 summer aquatics programs commences on June 17; and
- WHEREAS,** the citizens of Watsonville, CA understand the essential role that education regarding the topic of Water Safety plays in preventing drowning and recreational water-related injuries; and
- WHEREAS,** Watsonville, CA is aware of the contributions made by the recreational water industry, as represented by the Association of Pool & Spa Professionals, the National Recreation & Park Association and the World Waterpark Association in developing safe swimming facilities, aquatic programs, home pools and spas, and related activities providing healthy places to recreate, learn and grow, build self-esteem, confidence and sense of self-worth which contributes to the quality of life in our community; and
- WHEREAS,** the citizens of Watsonville, CA recognize the ongoing efforts and commitments to educate the public on pool and spa safety issues and initiatives by the pool, spa, waterpark, recreation and parks industries; and
- WHEREAS,** the citizens of Watsonville, CA understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to waterparks;

NOW, THEREFORE, I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby proclaim May 2019 as National Water Safety Month and urges all citizens of the community of Watsonville to remember the importance of water safety in all aquatic-related activities.



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

Francisco Estrada, Mayor

WATSONVILLE, CALIFORNIA



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

Papás of the Central Coast June 15, 2019

- WHEREAS, Papás of the Central Coast honors and supports fathers and father-figures through strengthening fatherhood, family, and community relationships; and
- WHEREAS, Papás of the Central Coast strives to eliminate fatherless homes by inspiring all fathers and father-figures to engage in the lives of their children, families and community with empathy, integrity and kindness; and
- WHEREAS, Papás of the Central Coast is funded primarily by the Healthy Marriage and Responsible Fatherhood federal initiative under the Office of Family Assistance; the Collective of Results and Evidence-based (CORE) Investments; and the Board of State and Community Corrections; and
- WHEREAS, Papás of the Central has served 800 from the community and incarcerated fathers since 2016 in Santa Cruz and Monterey Counties, and is now serving fathers and father figures, and their co-parents; and
- WHEREAS, Papás of the Central Coast offers bilingual services that include: 32 hours of parenting workshops, 12 months of case management, personal and professional employment development workshops, and an annual father's day event; and
- WHEREAS, with positive father involvement in the family, children experience happier, more successful at school, and overall more fulfilling lives;

NOW, THEREFORE, I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby commend Papás of the Central Coast, for their dedication to helping hundreds of fathers become involved in their family's lives and empowering these individuals to excel in all areas of their lives.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 15th day of June, two thousand and nineteen.

Francisco Estrada, Mayor

WATSONVILLE, CALIFORNIA



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

Cpt. Harold Laubach, Jr. & Cpt. Magaly Laubach

June 12, 2019

WHEREAS, Salvation Army Captains Harold Laubach, Jr. and Magaly (Maggie) Laubach have provided the County of Santa Cruz and the City of Watsonville with outstanding service during the period of July 15, 2015 through June 23, 2019; and

WHEREAS, the Captains were responsible for the operation of the entire County of Santa Cruz, manning the City of Santa Cruz Salvation Army Corps and overseeing the operation of the City of Watsonville Salvation Army Corps in meeting the needs of members of the community with food distribution and shelter for men, women and their children; and

WHEREAS, they took leadership in coordinating the annual Winter Shelter-Evening meal program, November through April, with the City of Watsonville for four years. Through their superb managerial skills and excellent partnership with seven local churches, meals and shelter for men, women and their children were provided; and

WHEREAS, Captain Harold has been a member of the South County Homeless Sub-committee for three years since it was organized in 2016. He was a member of the South County Steering Committee seeking ways to implement programs and services for the homeless in South County. His work with the County of Santa Cruz and the City of Watsonville has made great improvements in meeting the goals of a Drop-in Center and eventually a Navigation Center in Watsonville; and

WHEREAS, through their efforts a Day-Center was opened in 2018 in Watsonville; this facility is open to the public providing members of Watsonville a place to shower, do their laundry, receive mail, access the internet for job searches and have access to a locker for their valuables. They have opened and operated four shelters in Santa Cruz County that are open every night to provide a warm and safe place to sleep for hundreds of individuals experiencing homelessness; and

WHEREAS, in cooperation with Santa Cruz County and the City of Watsonville, Captains Harold and Maggie have developed a plan to have a Navigation Center for all members of the community open 24 hours every day providing the same services as the Day-Center to include shelter for men, women and their children; and

WHEREAS, Captains Harold and Maggie Laubach have worked diligently to strengthen the Watsonville Salvation Army Advisory Board and have increased Board membership from 5 to 15 members. The Captains have made a significant contribution to the well-being of the citizens of Watsonville and the entire Pajaro Valley and have provided outstanding service to the City of Watsonville for the past four years;

NOW, THEREFORE, I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate Captain Harold Laubach Jr. and Captain Magaly (Maggie) Laubach for being honored and recognized by the Salvation Army and commend them on their outstanding achievements, commitment and dedication to the Community of Watsonville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 12th day of June, two thousand and nineteen.


Francisco Estrada, Mayor



WATSONVILLE, CALIFORNIA



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

Cpt. Ramon Gonzalez & Cpt. Amalia Gonzalez June 12, 2019

- WHEREAS, Salvation Army Captains Ramon and Amalia Gonzalez have provided the City of Watsonville with outstanding service during the period of June 26, 2016 through June 23, 2019; and
- WHEREAS, the Captains were responsible for the operation of the Watsonville Salvation Army Corps in meeting the spiritual and physical needs of the citizens of Watsonville. They have done an exceptional job in serving the community; and
- WHEREAS, Captains Ramon and Amalia have met the needs of the community by volunteering with numerous community organizations and assisting with food distribution, evening meals for the needy, food baskets for families and gifts for children. They have also partnered with various churches and other local organizations to provide shelter for families, women's fellowship, youth camps and retreats for men and women; and
- WHEREAS, the Captains have participated in many community events including the 4th of July parade, Chili Cook-Off, Meals on Main in partnership with Green Valley Christian Center, and Share your Holidays in partnership with KSBW as well as Bell Ringing for the Salvation Army; and
- WHEREAS, Captain Ramon and Amalia Gonzalez have provided consistently superb services to the citizens of Watsonville for three years. They have met the spiritual and physical needs of the people they have served and have made a significant contribution to the well-being of the citizens of the City of Watsonville and the Pajaro Valley area;

NOW, THEREFORE, I, Francisco Estrada, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby congratulate Captain Ramon Gonzalez and Captain Amalia Gonzalez for being honored and recognized by the Salvation Army and commend them on their outstanding achievements, commitment and dedication to the Community of Watsonville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 12th day of June, two thousand and nineteen.

Francisco Estrada, Mayor



WATSONVILLE, CALIFORNIA

MINUTES REGULAR CITY COUNCIL MEETING



June 11, 2019

City of Watsonville
Council Chambers
275 Main Street, Top Floor

4:00 P.M.

1. ROLL CALL

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

2. INFORMATION ITEMS—Written Report(s) Only

2.A. REPORT OF DISBURSEMENTS

3. REPORTS TO COUNCIL

3.A. MEASURE G REPORT BY REVENUE OVERSIGHT COMMITTEE CHAIR RICK DANNA AS REQUIRED BY WATSONVILLE MUNICIPAL CODE SECTION 3-6.1102

3.B. PRESENTATION BY SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION ON REGIONAL MEASURE D PROJECTS – Item moved after Item 4.

4. NEW BUSINESS

4.A. CONSIDERATION OF APPROVAL OF PROJECT LIST FOR TRANSPORTATION PROJECTS FUNDED BY MEASURE D

1) Staff Report

The report was given by Principal Engineer Fontes.

2) City Council Clarifying & Technical Questions

Principal Engineer Fontes answered questions from Mayor Pro Tempore Garcia regarding status of completion of past projects, timeline and funding for future projects.

Principal Engineer Fontes, in answering Member Hurst stated the City would spend \$1.7 million in Measure D funds during the next fiscal year.

Principal Engineer Fontes answered questions from Member Coffman-Gomez regarding options for accelerating the Lee Road project and challenges the City had faced.

Member Hernandez thanked staff for their work.

3) Public Input (None)

4) MOTION: It was moved by Member Coffman-Gomez, seconded by Member Gonzalez to approve the following resolution and directing staff to expedite the Lee Road Project by maximize grant funding opportunities:

**RESOLUTION NO. 76-19 (CM):
RESOLUTION APPROVING MEASURE D: 5-YEAR PROGRAM OF PROJECTS
(FY 2019/2020 - FY 2023/2024) FOR THE CITY OF WATSONVILLE TO BE
FUNDED BY MEASURE D WHICH WAS APPROVED BY VOTERS ON
NOVEMBER 8, 2016**

5) City Council Deliberation on Motion (None)

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

3. REPORTS TO COUNCIL (Continued)

**3.B. PRESENTATION BY SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION ON REGIONAL MEASURE D PROJECTS**

5. CONSENT AGENDA

Public Input on any Consent Agenda Item

Adam Koslin, from Solomon, Saltsman and Jamieson Law, stated his concerns regarding language on the proposed alcohol policies and asked that their approval be postponed until revision to the language could be made.

At Member Parker's request, Mayor Estrada pulled Item 5.N. from the Consent Agenda, to be considered under Item 6.

At Member Coffman-Gomez' request, Public Works & Utilities Director Palmisano gave reports on Items 5.E, 5.F, and 5.D.

Member Coffman-Gomez asked that the incoming Mayor Pro Tempore be allowed to attend the League of California Cities Mayors & Council Members Executive Forum.

Member Hurst spoke about the need for additional training for Council Members.

MOTION: It was moved by Member Hurst, seconded by Member Coffman-Gomez 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

5.A. MOTION APPROVING MINUTES OF MAY 28, 2019, MEETING

**5.B. MOTION APPROVING ATTENDANCE REQUEST BY MAYOR PRO TEMPORE GARCIA
TO ATTEND 2019 ANNUAL LEAGUE OF CALIFORNIA CITIES MAYORS & COUNCIL
MEMBERS EXECUTIVE FORUM ON JUNE 19-21, 2019 (\$1255.80)**

- 5.C. **RESOLUTION NO. 77-19 (CM):
RESOLUTION APPROVING SPECIFICATIONS & CALLING FOR BIDS FOR WWTP BIOSOLIDS LOADING, TRANSPORTATION, & BENEFICIAL REUSE THREE YEAR CONTRACT PROJECT NO. WW-19-01 (ESTIMATED COST OF \$350,000 WILL BE FUNDED FROM THE WASTEWATER ENTERPRISE FUND)**
- 5.D. **RESOLUTION NO. 78-19 (CM):
RESOLUTION APPROVING SPECIFICATIONS & CALLING FOR BIDS FOR THE WWTP FERRIC CHLORIDE SUPPLY PROJECT NO. WW-19-02 (ESTIMATED COST OF \$215,000 PER YEAR WILL BE FUNDED FROM THE WASTEWATER ENTERPRISE FUND)**
- 5.E. **RESOLUTION NO. 79-19 (CM):
RESOLUTION AWARDDING \$695,775 BID TO PACIFIC UNDERGROUND CONSTRUCTION, INC., FOR THE ROACHE ROAD SANITARY SEWER REPLACEMENT PROJECT NO. SS-18-09 (\$695,775 WILL BE FUNDED FROM THE WASTEWATER ENTERPRISE FUND)**
- 5.F. **RESOLUTION NO. 80-19 (CM):
RESOLUTION AWARDDING CONTRACT TO RAFTELIS FINANCIAL CONSULTANTS, INC., FOR PREPARING A COST OF SERVICE ANALYSIS & RATE STUDY FOR THE CITY'S WATER, WASTEWATER, & SOLID WASTE ENTERPRISE FUNDS, IN AN AMOUNT NOT TO EXCEED \$151,939 OF WHICH \$64,700 WILL BE FUNDED FROM WATER ENTERPRISE FUND, \$48,580 FROM WASTEWATER ENTERPRISE FUND, & \$38,660 FROM SOLID WASTE ENTERPRISE FUND**
- 5.G. **RESOLUTION NO. 81-19 (CM):
RESOLUTION APPROVING ONE-YEAR CONTRACT WITH THATCHER COMPANY OF CALIFORNIA, INC. FOR ALUMINUM SULFATE PURCHASING IN THE AMOUNT OF \$406,073.00**
- 5.H. **RESOLUTION NO. 82-19 (CM):
RESOLUTION APPROVING THE PROPOSED FY 2019/2020 SANTA CRUZ COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT ZONE 7 BUDGET AS APPROVED BY THE ZONE 7 BOARD OF DIRECTORS**
- 5.I. **RESOLUTION NO. 83-19 (CM):
RESOLUTION APPOINTING BLANCA BALTAZAR-SABBAH AS TRUSTEE TO THE CITY OF WATSONVILLE BOARD OF LIBRARY TRUSTEES**
- 5.J. **RESOLUTION NO. 84-19 (CM):
RESOLUTION DECLARING ITS SUPPORT OF ASSEMBLY BILL 857 AS INTRODUCED ON FEBRUARY 20, 2019, & AMENDED ON MAY 17, 2019, (CHIU AND SANTIAGO) ENTITLED PUBLIC BANKS: IF ENACTED INTO LAW, WOULD ESTABLISH A CALIFORNIA MUNICIPAL PUBLIC BANKING LICENSE & SUPPORT THE CONCEPT OF A STATE, REGIONAL, OR NETWORK OF PUBLIC BANKS TO PROVIDE COST-SAVING SERVICES TO PUBLIC ENTITIES**
- 5.K. **RESOLUTION NO. 85-19 (CM):
RESOLUTION DECLARING ITS SUPPORT OF SENATE BILL 5 AS INTRODUCED ON DECEMBER 3, 2018, & AMENDED ON MAY 24, 2019, (BEALL, MCGUIRE & PORTANTINO) ENTITLED AFFORDABLE HOUSING & COMMUNITY DEVELOPMENT**

INVESTMENT PROGRAM: WOULD ESTABLISH AN ONGOING FUNDING MECHANISM THAT WOULD ULTIMATELY DIRECT UP TO \$2 BILLION ANNUALLY IN SUPPORT OF LOCAL INFILL, TRANSIT ORIENTED DEVELOPMENT, AFFORDABLE HOUSING & NEIGHBORHOOD REVITALIZATION PROJECTS

- 5.L. ORDINANCE NO. 1384-19 (CM):
FINAL ADOPTION OF ORDINANCE AMENDING CHAPTER 18 (DEFINITIONS) OF TITLE 14 (ZONING) OF THE WATSONVILLE MUNICIPAL CODE FOR THE REGULATION OF ALCOHOL RELATED BUSINESSES LOCATED WITHIN THE CITY OF WATSONVILLE**
- 5.M. ORDINANCE NO. 1385-19 (CM):
FINAL ADOPTION OF ORDINANCE REPEALING CHAPTER 25 (ALCOHOL-RELATED USES) OF TITLE 14 (ZONING) IN ITS ENTIRETY AND ADDING A NEW CHAPTER 25 (ALCOHOL-RELATED USES) TO TITLE 14 (ZONING) OF THE WATSONVILLE MUNICIPAL CODE FOR THE REGULATION OF ALCOHOL RELATED BUSINESSES LOCATED WITHIN THE CITY**
- 5.N. FINAL ADOPTION OF ORDINANCE AMENDING CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF THE WATSONVILLE MUNICIPAL CODE ADDING ARTICLE 14 (ALCOHOL SALES EDUCATION AND REGULATORY FEE) TO BE USED FOR THE RECOVERY OF ALL OR A PORTION OF THE COST OF THE ANNUAL INSPECTIONS AND EDUCATION FOR ALCOHOL RELATED PERMITS – Item Removed, see Item 6.**
- 6. ITEMS REMOVED FROM CONSENT AGENDA**
- 5.N. ORDINANCE NO. 1386-19 (CM):
FINAL ADOPTION OF ORDINANCE AMENDING CHAPTER 6 (TAXATION) OF TITLE 3 (FINANCE) OF THE WATSONVILLE MUNICIPAL CODE ADDING ARTICLE 14 (ALCOHOL SALES EDUCATION AND REGULATORY FEE) TO BE USED FOR THE RECOVERY OF ALL OR A PORTION OF THE COST OF THE ANNUAL INSPECTIONS AND EDUCATION FOR ALCOHOL RELATED PERMITS**

Member Parker stated the proposed fee for Item 5.N. was unfair and would adversely affect small business owners. She stated she would vote against the ordinance.

In answering Member Coffman-Gomez, City Attorney Smith and City Manager Huffaker explained the content of the opposition letter received from Solomon, Saltsman and Jamieson Law. City Manager Huffaker stated the City would work with them to address concerns and potential future changes to the alcohol policy.

In answering Member Gonzalez, Community Development Director Merriam explained the due date for the proposed fee and potential for accommodations to those who were unable to pay immediately.

MOTION: It was moved by Member Hurst, seconded by Member Hernandez and carried by the following vote to approve Consent Agenda Item 5.N:

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

The Council recessed at 5:25 p.m.

JOINT CITY COUNCIL, SUCCESSOR AGENCY & SUCCESSOR HOUSING AGENCY FOR THE FORMER REDEVELOPMENT AGENCY MEETING

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, Public Works & Utilities Director Palmisano, Fire Chief Lopez, Administrative Services Director Czerwin, Community Development Director Merriam, Information Technology Director Boyes, Parks & Community Services Director Calubaquib, Deputy City Manager Vides, Assistant Public Works & Utilities Directors Rodriguez and Templeton, Assistant Police Chief Sims, Administrative Services Manager Gordo, Wastewater Division Manager Guy, Police Captain Zamora, Principal Engineer Fontes, Police Fiscal Manager Maldonado, Senior Financial Analyst Diaz, Police Officer Rangel, Assistant City Clerk Ortiz, Airport Operations Supervisor Rosas, Administrative Analyst Meyer, and Interpreter Esqueda.

8. PLEDGE OF ALLEGIANCE

9. PRESENTATIONS & ORAL COMMUNICATIONS

9.A. ORAL COMMUNICATIONS FROM THE PUBLIC

Steve Trujillo asked the City to place a rainbow flag in front of City Hall in honor of Lesbian Gay Bisexual Transgender (LGBT) Pride Month. He asked the City to support the LGBT community and form a countywide LGBT Commission.

DeAndre James, PV Health Trust, spoke about the potential sale of Watsonville Community Hospital and spoke about the process that would be used to allow the public to provide input on the change of ownership.

Mr. James answered questions from Member Gonzalez regarding timeline and meetings prior to a final decision on the sale of the Hospital.

Dr. Nancy A. Bilicich, City's representative of Zone 7 Flood Control and Water Conservation District, invited the public to the upcoming meeting. She spoke about her attendance at the Pajaro River Watershed Flood Prevention Authority meeting and invited the public to a future meeting. She spoke about efforts to maintain and improve the watershed.

Assistant Police Chief Sims listed the efforts Police & Fire are making to address illegal fireworks.

Tabin Vargas, Grant Street resident, stated many being served by Salvation Army were creating issues to the neighborhood ranging from loitering to drug use. He asked Council to intervene and regulate the area.

9.B. PRESENTATION OF MAYOR'S CERTIFICATE OF RECOGNITION TO CESAR PARRA, ELI ROMERO, & ROSARIO MENDEZ TORRES FOR THEIR PERFORMANCE AT THE SPEECH & DEBATE COMPETITION – Postponed to July 9, 2019

10. PUBLIC HEARINGS

10.A. BUDGET STUDY SESSION & PUBLIC HEARING FOR FISCAL YEARS 2019-2021

1) Staff Report

The report was given by Administrative Services Director Czerwin.

2) City Council Clarifying & Technical Questions

In answering Member Coffman-Gomez, Administrative Services Director Czerwin stated sixty-four (64) employees were eligible for early retirement.

Parks & Community Services Director Calubaquib, in answering Member Coffman-Gomez, explained how the Strawberry Festival fund would be used.

Administrative Services Director Czerwin, Library Director Heitzig, and Parks & Community Services Director Calubaquib answered questions from Mayor Pro Tempore Garcia regarding taxes, maintenance of effort for the library, sales tax revenues, changes to parks programs and funding thereof.

In answering Member Hernandez, Parks & Community Services Director Calubaquib explained that Pájaro Valley Prevention and Student Assistance (PVPSA) would be overseeing case management and parent workshops for the Contigo Program. Member Hernandez asked for a presentation from PVPSA regarding their goal for the Contigo Program.

Parks & Community Services Director Calubaquib answered questions from Mayor Estrada regarding services offered at Ramsay Park and changes in funding levels for recreation.

In answering Member Gonzalez, Public Works & Utilities Director Palmisano spoke about loans listed on the budget for the Mañana Lane Sewer and the Freedom Boulevard Sewer Projects.

Administrative Services Director Czerwin, Assistant Public Works & Utilities Director Rodriguez answered questions from Member Gonzalez regarding Gas Tax revenues, Grants and project funding thereof, and Measure B revenues.

In answering Member Hurst, Administrative Services Director Czerwin and City Manager Huffaker spoke about efforts by the City to increase revenues.

In answering Mayor Estrada, Administrative Services Director Czerwin and City Manager Huffaker explained the reasons for hiring consultants for services.

Parks & Community Services Director Calubaquib and City Manager Huffaker, in answering Mayor Estrada spoke about restructuring of Neighborhood Services.

In answering Member Hurst, Parks & Community Services Director Calubaquib spoke about planned improvements to parks facilities and stated Council would receive a report on July 9, 2019.

Member Coffman-Gomez asked for a report regarding Friends of Watsonville Parks & Community Services, Inc.

3) Public Hearing

Mayor Estrada opened the Public Hearing.

Steve Trujillo, Pájaro Village, spoke about the importance of tourism for cities and suggested increasing the Transient Occupation Tax. He asked that the City pursue acquiring a bowling alley and more lively entertainment to increase tax revenues.

Ramiro Medrano, counselor at Pájaro Valley High School, spoke in support of the Contigo Program. He asked that Ramsay Park be better utilized and offer more programs for youth. He requested that Council reopen Oral Communications from the Public at the end of the meeting.

Lizbetania Garcia stated bullying was a big issue in Watsonville and asked Council to implement programs to address bullying for youth. She spoke in support of the Contigo Program and asked that it be expanded to include elementary school children.

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

4) MOTION: It was moved by Member Coffman-Gomez, seconded by Member Hernandez to approve resolution 10.A.4)a) and introduce ordinance 10.A.4)b):

- a) **RESOLUTION NO. 86-19 (CM):
RESOLUTION FIXING DATE & TIME AS JUNE 25, 2019, AT 6:30 P.M.
FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF BIENNIAL
BUDGET FOR FISCAL YEARS 2019-2020 & 2020-2021 & DIRECTING
THE CITY CLERK TO GIVE NOTICE THEREOF**
- b) **ORDINANCE INTRODUCTION AMENDING CHAPTER 3 ADMINISTRATIVE
DEPARTMENTS) OF TITLE 2 (ADMINISTRATION) OF THE WATSONVILLE
MUNICIPAL CODE BY ADDING A NEW ARTICLE 14 ENTITLED
INNOVATION & TECHNOLOGY DEPARTMENT MAKING SAME A CITY
DEPARTMENT REPORTING DIRECTLY TO THE CITY MANAGER**

5) City Council Deliberation on the Motion

In answering Mayor Pro Tempore Garcia, City Manager Huffaker explained how the Downtown Specific Plan was tied to the budget.

MOTION: The above motion carried by the following vote to approve the above resolution 10.A.40a) and introduce the ordinance 10.A.4)b).

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

11. PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

11.C. ORAL COMMUNICATIONS FROM THE PUBLIC & COUNCIL

Ramiro Medrano, counselor at Pájaro Valley High School, stated the City had become unaffordable and was forced to move. He spoke in opposition to the Police campaign targeting street vendors. He recommended implementing a policy that allows waiving of fees for street vendors if they sell healthy food options.

Member Gonzalez congratulated Fire Chief Lopez on his hire as Watsonville Fire Chief.

Fire Chief Lopez thanked the Council and community for their support. He spoke about his ties to his to the community.

Member Hernandez invited the public to upcoming community events and spoke about events he attended over the previous weeks.

Member Coffman-Gomez invited the public to upcoming community events. She spoke about efforts by the City to improve usage of the Mello Center. She asked for updates on National Night Out, the Strawberry Festival, and maintenance on Pennsylvania Drive.

Mayor Pro Tempore Garcia spoke about the progress of the Summer in the City Program. She stated California Strawberry Commission had distributed grants to students. She spoke about her efforts to inform the community on the importance of the Census.

Member Hurst asked the public to stay safe during Fourth of July festivities.

Member Parker invited the public to upcoming community events.

Mayor Estrada congratulated the graduating class of 2019 and thanked those who supported the students. He invited the public to the Strawberry Jam Race. He asked the public to complete the parks master plans surveys. He stated climate change was affecting the community and asked the public to care for those who work in the fields.

12. EMERGENCY ITEMS ADDED TO AGENDA

13. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

Mayor Estrada asked to continue discussions about street vendors. City Manager Huffaker stated staff would work with the community to address concerns about compliance with City policies.

Mayor Pro Tempore Garcia asked for a resolution in opposition to Assembly Bill 516. City Manager Huffaker stated the Mayor would send a letter in opposition to AB 516 instead due to time limitations.

14. ADJOURNMENT

The meeting adjourned at 8:41 p.m.

ATTEST:

Francisco Estrada, Mayor

Irwin Ortiz, Assistant City Clerk

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**City of Watsonville
Municipal Airport Department**



M E M O R A N D U M

DATE: June 17, 2019

TO: Matthew D. Huffaker, City Manager

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

SUBJECT: Authorize City Manager to execute a five year contract for Architectural and Engineering Consultant Services awarded to Reinard W. Brandley, an individual, dba Reinard W. Brandley, Consulting Airport Engineer in accordance May 1, 2019 Request for Qualifications results

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a five year contract with Reinard W. Brandley, an individual, dba Reinard W. Brandley, Consulting Airport Engineer, to provide Architectural and Engineering Consultant services to the Municipal Airport (KWVI).

The initial services under this contract are consultant services for the construction of the crack seal, slurry seal, and remarking of Runway 9-27 and Taxiways B and C at the Watsonville Municipal Airport. Consultant shall perform construction management services to the City during the construction of this project including periodic construction surveillance, attendance at weekly construction meetings, final project closeout, and construction quality assurance services at a price not to exceed \$83,000.00. Ninety percent (90%) to be funded by Federal Aviation Administration grants and ten percent (10%) by Airport enterprise funds.

DISCUSSION:

In accordance with Federal Aviation Administration Advisory Circular (AC) 150/5100-14E the Municipal Airport is required to survey and test the aviation consultant professional services market on a recurring basis.

The most recent survey led to a "Qualification Based Selection" effort to ensure fair, open competition and subsequent negotiation for services. In the summer of 2018 the

Municipal Airport selected Aviation Management Consultant Group (AMCG) to define, develop and disseminate a Request for Qualifications (RFQ) document. The RFQ solicited interested consultants to compete for Architectural and Engineering services at KWVI.

The selected firm would assist the airport with architectural and engineering of proposed projects, improvements and implementation of the airport's capital improvement program.

STATEMENTS OF QUALIFICATIONS (SOQ) RESULTS:

On February 8, 2019 a Request for Qualifications document was broadly advertised and published soliciting submittals for a five year Architectural and Engineering services contract.

By March 29, 2019 five submittals were received, reviewed and scored in accordance with established selection criteria. The highest scoring responsive submission, Reinard Brandley, Airport Consulting Engineer, is recommended for contract award. The summary of the scoring follows:

<u>NO.</u>	<u>CONSULTANT</u>	<u>LOCATION</u>	<u>SCORE</u>
1.	Brandley Consulting	Loomis, CA	99
2.	Kimley Horn	San Jose, CA	95
3.	C&S Companies.	Sacramento, CA	94
4.	Jviation Company	San Jose, CA	86
5.	Tartaglia Engineering	Atascadero, CA	85

STRATEGIC PLAN:

City Council approval of this award is consistent with the Municipal Airports requirement to comply with AC 150/1500-14E and will support the goals and objectives outlined in the Airport Capital Improvement Plan, specifically the rehabilitation of Runway 9-27, Taxiway Bravo and parallel taxiway Charlie east of Runway 2-20.

FINANCIAL IMPACT:

Airport Enterprise Fund has budgeted ten percent (10%) of the \$83,000.00 for fiscal year 2019-2020 within the Airport Capital Improvement (ACIP).

ALTERNATIVES:

The City Council may choose not to award the contract.

ATTACHMENTS:

- 1) Consultant Services Score Card

	SOQ RESPONDENTS A&E						SOQ RESPONDENTS P&E			
SOQ CRITERIA	Brandley	C&S	Jviation	Kimley Horn	Tartaglia		Brandley	C&S	Coffman	Kimley Horn
Qualifications, Experience, Skill set & Staff credentials (20 points)	20	20	20	20	20		20	20	20	20
Key Personnel - Experience, Avialbility (20 points)	20	20	20	20	20		20	20	20	20
Knowledge, experiences & Requirements for FAA projects (20 points)	20	19	17	19	18		20	17	17	19
Project Approach (15 points)	15	13	11	13	12		13	12	14	15
Past Performance on similar projects (10 points)	10	9	7	9	8		8	8	8	9
DBE Compliance (5 points)	5	5	5	5	0		5	5	5	5
SOQ Quality & Completeness (10 points)	9	8	6	9	7		7	8	9	9
TOTAL SCORE	99	94	86	95	85		93	90	93	97

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING CONTRACT TO REINARD W. BRANDLEY, AN INDIVIDUAL, DBA REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER, TO PROVIDE ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED \$83,000 OF WHICH \$74,700 (90%) WILL BE FUNDED BY FEDERAL AVIATION ADMINISTRATION GRANTS AND \$8,300 (10%) WILL BE FUNDED BY THE AIRPORT ENTERPRISE FUND; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, a Request for Qualifications (RFQ) was issued on February 8, 2019, asking for qualified airport architectural, engineering, and environmental consultant services of proposed projects, improvements and implementation of the Watsonville Municipal Airport's Capital Improvement Program; and

WHEREAS, the deadline for submittal of Request for Qualifications was March 29, 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 Reinard W. Brandley, Consulting Airport Engineer, in an amount not to exceed \$83,000, 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 Reinard W. Brandley, an individual, dba Reinard W. Brandley, Consulting Airport Engineer, in an amount not to exceed \$83,000, is hereby accepted.
2. That the Contract for Consultant Services between the City of Watsonville and Reinard W. Brandley, Consulting Airport Engineer, for qualified airport architectural,

engineering, and environmental consultant services of proposed projects, improvements and implementation of the Watsonville Municipal Airport's Capital Improvement Program, 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 REINARD W. BRANDLEY, AN INDIVIDUAL,
DBA REINARD W. BRANDLEY CONSULTING AIRPORT ENGINEER**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Reinard W. Brandley, an individual, dba Reinard W. Brandley, Consulting Airport Engineer**, 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 July 1, 2019 to June 30, 2024 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

Reinard W. Brandley
Consulting Airport Engineer
6125 King Road, Suite 201
Loomis, CA 95650
(916) 652-4725

SECTION 22. PROVISIONS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION. Provisions required by the Federal Aviation Administration to be incorporated in all Sponsor/Consultant Contracts are included in Exhibit D: Required Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, which is attached hereto and incorporated herein.

SECTION 23. EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

Exhibit D: FAA - Contract Provision Guidelines for Obligated Sponsors
and Airport Improvement Program Projects

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

CITY

CITY OF WATSONVILLE, a municipal corporation

BY _____
Matthew D. Huffaker, City Manager

CONSULTANT

**REINARD W. BRANDLEY, an individual,
dba Reinard W. Brandley, Consulting
Airport Engineer**

BY _____
Reinard W. Brandley, Owner

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:

The City of Watsonville proposes the construction of the crack seal, slurry seal, and remarking of Runway 9-27 and Taxiways B and C at the Watsonville Municipal Airport. Consultant shall perform construction management services to the City during the construction of this project including periodic construction surveillance, attendance at weekly construction meetings, final project closeout, and construction quality assurance services.

The engineering scope for this project has been broken down into three phases:

Phase 1 – Engineering Support During Bidding and Contract Award:

- ◆ Assist City in printing and distributing final plans and specifications to prospective contractors
- ◆ Participate in a pre-bid meeting for all prospective contractors.
- ◆ Respond to any questions and comments from prospective contractors.
- ◆ Preparation of required addenda.
- ◆ Assist City in awarding contract including preparation of Abstract of Bids and evaluation of bids.

Phase 2 – Engineering Design During Construction and Final Project Closeout:

- ◆ Participate in a pre-construction conference.
- ◆ Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

Phase 3 – Construction Management

- ◆ Furnish qualified Resident Engineer to review and monitor all construction activities.
- ◆ Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.
- ◆ Provide traffic safety inspectors and Safety Plan implementation.

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:

Phase 1 – Engineering Support During Bidding and Contract Award:

These services will be accomplished from the date of advertisement to the date of bid opening. Abstract of Bids and evaluation of bids will be accomplished within five (5) days of bid opening.

Phase 2 – Engineering Design During Construction and Final Project Closeout:

These services will be accomplished from the date of bid opening to the date of final project closeout. The preconstruction conference will be held a minimum of two weeks prior to the start of construction. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final closeout documents.

Phase 3 – Construction Management

Construction management services will be provided from the first day of construction to the final day of construction.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed Eighty three thousand dollars (\$83,000).

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:

BASE BID - RUNWAY 9-27

Engineering Support During Bidding and Contract Award

Principal Engineer - R. W. Brandley	9 Hrs @ \$250	\$ 2,250.00	
Project Engineer	8 Hrs. @ \$150	1,200.00	
Project Administrator	10 Hrs. @ \$90	900.00	
Clerical	6 Hrs. @ \$70	420.00	
Mileage	400 Miles @ \$0.54	216.00	
<i>Total Support During Bid & Award</i>		\$ 4,986.00	
			Use \$ 5,000.00

Engineering Design During Construction and Final Project Closeout

Principal Engineer - R. W. Brandley	28 Hrs @ \$250	\$ 7,000.00	
Resident Engineer	18 Hrs. @ \$150	2,700.00	
Senior Drafter	26 Hrs. @ \$100	2,600.00	
Project Administrator	24 Hrs. @ \$90	2,160.00	
Clerical	16 Hrs. @ \$70	1,120.00	
Mileage	2,400 Miles @ \$0.54	1,296.00	
<i>Total Design During Construction</i>		\$ 16,876.00	
			Use 16,900.00

Construction Management

Resident Engineer	250 Hrs. @ \$150	\$ 37,500.00	
Senior Inspector	32 Hrs. @ \$100	3,200.00	
Vehicle Rental	28 Days @ \$30	840.00	
Mileage	2,400 Miles @ \$0.54	1,296.00	
Per Diem	22 Days @ \$150	3,300.00	
<i>Total Construction Management</i>		\$ 46,136.00	
			Use 46,100.00
<i>Total Engineering - Base Bid - Runway 9-27</i>			\$ 68,000.00

EXHIBIT "C"

COMPENSATION

(Continued)

ALTERNATE 1 - TAXIWAYS B AND C

Engineering Design During Construction and Final Project Closeout

Principal Engineer - R. W. Brandley	7 Hrs @ \$250	\$ 1,750.00	
Resident Engineer	4 Hrs. @ \$150	600.00	
Senior Drafter	6 Hrs. @ \$100	600.00	
Project Administrator	6 Hrs. @ \$90	540.00	
Clerical	4 Hrs. @ \$70	280.00	
Mileage	600 Miles @ \$0.54	324.00	
<i>Total Design During Construction</i>		\$ 4,094.00	
			Use \$ 4,100.00

Construction Management

Resident Engineer	57 Hrs. @ \$150	\$ 8,550.00	
Senior Inspector	9 Hrs. @ \$100	900.00	
Vehicle Rental	7 Days @ \$30	210.00	
Mileage	600 Miles @ \$0.54	324.00	
Per Diem	6 Days @ \$150	900.00	
<i>Total Construction Management</i>		\$ 10,884.00	
			Use <u>10,900.00</u>
<i>Total Engineering - Alternate 1 - Taxiways B & C</i>			\$ 15,000.00

GRAND TOTAL - ENGINEERING \$ 83,000.00

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.

EXHIBIT "D"
**Contract Provision Guidelines for Obligated Sponsors and Airport Improvement
Program Projects**

D1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333
2 CFR § 200.336
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

D2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR part 60-4
Executive Order 11246

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	14.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's

goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is California, Santa Cruz County, Watsonville.

D3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

D4 BUY AMERICAN PREFERENCE

Title 49 USC § 50101

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

D5 CIVIL RIGHTS - GENERAL

49 USC § 47123

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D6 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as

it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

D7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

D8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

D9 COPELAND “ANTI-KICKBACK” ACT

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

D10 DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D)

29 CFR Part 5

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed,

without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included

on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

D11 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

D12 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the City of Watsonville. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Watsonville. This clause applies to both DBE and non-DBE subcontractors.

D13 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

D14 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

D15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its

affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

D17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D18 PROHIBITION of SEGREGATED FACILITIES

41 CFR § 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee

custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

D19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

D20 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

D21 TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

D22 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

C22.1 CONTRACT CLAUSE

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the

Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

D23 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

D24 VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**City of Watsonville
Municipal Airport Department**



M E M O R A N D U M

DATE: June 20, 2019

TO: Matthew D. Huffaker, City Manager

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

SUBJECT: Authorize City Manager to execute a five year contract for Planning and Environmental Consultant Services awarded to Kimley-Horn and Associates, Inc., in accordance May 1, 2019 Request for Qualifications results

AGENDA ITEM: June 25, 2019 City Council

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a five year contract with Kimley-Horn and Associates, Inc., to provide Planning and Environmental Consultant Services to the Municipal Airport (KWVI).

The initial services under this contract are consultant services for the planning and development of an Airport Master Plan, Airport Layout Plan and Runway extension length determination. Consultant shall perform planning and consulting services to the City at a price not to exceed \$550,000.00 during the first three years of the five year contract. Ninety percent (90%) to be funded by Federal Aviation Administration grants and ten percent (10%) by Airport enterprise funds.

DISCUSSION:

In accordance with Federal Aviation Administration Advisory Circular (AC) 150/5100-14E the Municipal Airport is required to survey and test the aviation consultant professional services market on a recurring basis.

The most recent survey led to a "Qualification Based Selection" effort to ensure fair, open competition and subsequent negotiation for services. In the summer of 2018 the Municipal Airport selected Aviation Management Consultant Group (AMCG) to define, develop and disseminate a Request for Qualifications (RFQ) document. The RFQ solicited interested consultants to compete for Planning and Environmental services at KWVI.

The selected firm would assist the airport with proposed planning activities, environmental challenges and opportunities in support of the airport's capital improvement program.

STATEMENTS OF QUALIFICATIONS (SOQ) RESULTS:

On February 1, 2019 a Request for Qualifications document was broadly advertised and published soliciting submittals for a five year Planning and Environmental services contract.

By March 29, 2019 four submittals were received, reviewed and scored in accordance with established selection criteria. The highest scoring responsive submission, Kimley-Horn and Associates, is recommended for contract award. The summary of the scoring follows:

<u>NO.</u>	<u>CONSULTANT</u>	<u>LOCATION</u>	<u>SCORE</u>
1.	Kimley-Horn	San Jose, CA	97
2.	Brandley Consulting	Loomis, CA	93
3.	Coffman and Associates	Phoenix, Az.	93
4.	C&S Companies	Sacramento, CA	90

STRATEGIC PLAN:

City Council approval of this award is consistent with the Municipal Airports requirement to comply with AC 150/1500-14E and will support the goals and objectives outlined in the Airport Capital Improvement Plan.

FINANCIAL IMPACT:

Airport Enterprise Fund has budgeted ten percent (10%) of the \$550,000.00 for fiscal year 2019-2020 within the Airport Capital Improvement Program (ACIP).

ALTERNATIVES:

The City Council may choose not to award the contract.

ATTACHMENTS:

- 1) Consultant Services Score Card

	SOQ RESPONDENTS A&E					SOQ RESPONDENTS P&E			
SOQ CRITERIA	Brandley	C&S	Jviation	Kimley Horn	Tartaglia	Brandley	C&S	Coffman	Kimley Horn
Qualifications, Experience, Skill set & Staff credentials (20 points)	20	20	20	20	20	20	20	20	20
Key Personnel - Experience, Avialbility (20 points)	20	20	20	20	20	20	20	20	20
Knowledge, experiences & Requirements for FAA projects (20 points)	20	19	17	19	18	20	17	17	19
Project Approach (15 points)	15	13	11	13	12	13	12	14	15
Past Performance on similar projects (10 points)	10	9	7	9	8	8	8	8	9
DBE Compliance (5 points)	5	5	5	5	0	5	5	5	5
SOQ Quality & Completeness (10 points)	9	8	6	9	7	7	8	9	9
TOTAL SCORE	99	94	86	95	85	93	90	93	97

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDED CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC., A CORPORATION, TO PROVIDE AIRPORT PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES TO THE WATSONVILLE MUNICIPAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$550,000 OF WHICH \$495,000 (90%) WILL BE FUNDED BY FEDERAL AVIATION ADMINISTRATION GRANTS AND \$55,000 (10%) WILL BE FUNDED BY THE AIRPORT ENTERPRISE FUND; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, a Request for Qualifications (RFQ) was issued on February 8, 2019, asking for qualified airport planning consultant services to assist the Airport with proposed planning activities, environmental challenges and opportunities in support of the Watsonville Municipal Airport's Capital Improvement Program; and

WHEREAS, the deadline for submittal of Request for Qualifications was March 29, 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 Kimley-Horn and Associates, Inc., a corporation, in an amount not to exceed \$550,000, 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 Kimley-Horn and Associates, Inc., a corporation, in an amount not to exceed \$550,000, is hereby accepted.
2. That the Contract for Consultant Services between the City of Watsonville and Kimley-Horn and Associates, Inc., a corporation, for qualified airport planning consultant services to assist the Airport with proposed planning activities, environmental

challenges and opportunities in support of the Watsonville Municipal Airport's Capital Improvement Program, 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 KIMLEY-HORN & ASSOCIATES, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Kimley-Horn & Associates, 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 July 1, 2019, to June 30, 2024 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
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SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation
Exhibit D: FAA Provisions

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

CITY

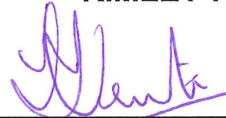
CONSULTANT

CITY OF WATSONVILLE

KIMLEY-HORN & ASSOCIATES

BY

BY



Frederik Venter, P.E. #64621

Matthew D. Huffaker, City Manager

ATTEST:

BY

Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY

Alan J. Smith, City Attorney

EXHIBIT "A"

AIRPORT MASTER PLAN UPDATE SCOPE OF SERVICES

The following scope of services for an Airport Master Plan Update (MPU) is considered preliminary as it will be further refined in coordination with the City and Federal Aviation Administration (FAA) during the grant application process.

Background

The previous Master Plan for WVI was completed in May 2008 and several of that plan's inputs and conditions have changed. Additionally, in the past two decades, the economy has fluctuated, changes in the aviation industry and regional market have occurred, and the FAA has implemented new guidance and standards. The purpose of this MPU is to address those changes and enhance the long-term operational sustainability of WVI by establishing an updated framework to guide land use and development decisions on and near the Airport. This update will provide the City and its stakeholders with a comprehensive, organized, and rational plan for developing Airport facilities over the next 20-years.

The goals of this process are to ensure that aviation needs are met in a feasible and fiscally responsible manner. Specific objectives within this MPU Scope of Services are as follows:

- Obtain new aerial mapping and FAA Geographical Information System (GIS) safety-critical data including airfield coordinates and elevations, navigation aid locations, and airspace obstacle information.
- Prepare an updated, reasonable forecast of aviation activity and user demand that is accepted and approved by the FAA.
- Engage stakeholders, tenants, customers and the public in the planning process to ensure their interests and concerns are taken into consideration.
- Identify an airport land use strategy that promotes compatibility and balances aviation and non-aeronautical uses and, where feasible, provides opportunities for enhanced revenue generation.
- Create a realistic and comprehensive development plan for WVI that considers the Airport environs, satisfies future aviation needs, enhances safety, and conforms with current FAA standards, orders, and advisory criteria. This includes consideration of airfield geometry and runway length.
- Prepare an updated Airport Layout Plan (ALP) drawing set that is approved by FAA.
- Provide a plan that is focused on being "implementable".

The MPU and ALP will be prepared in cooperation with the Federal Aviation Administration (FAA) and the California Department of Transportation (Caltrans)

Division of Aeronautics and will conform to agency guidance as currently available including the following:

- FAA Advisory Circular 150/5300-13A, Airport Design;
- FAA Advisory Circular 150/5070-6B, Airport Master Plans;
- FAA Advisory Circular 150/5300-16A, General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;
- FAA Advisory Circular 150/5300-17C, Standards for Using Remote Sensing Technologies in Airport Surveys;
- FAA Advisory Circular 150/5300-18B, General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards;
- FAA Airports Division (ARP) Standard Operating Procedures (SOPs);
- FAA Order 5100.38, Airport Improvement Program (AIP) Handbook;
- Other FAA Advisory Circulars, Orders and Regulations applicable to this project; and
- Other Caltrans regulations and requirements applicable to this project.

TASK 1: PROJECT INITIATION

This effort includes the coordination necessary to determine the project's objectives, develop and finalize the Scope of Services, and execute the contract agreements.

Task 1.1 – Study Goals and Objectives

Kimley-Horn will coordinate with the City to establish the context and purpose of the Study. This includes developing an understanding of the City's vision for WVI and its role in the national, state and regional aviation as well as identifying any specific guiding principles, goals and objectives that the City has regarding WVI. Previous study documents, as provided by the City, and readily available information will be reviewed to provide additional insight and understanding of the issues. This coordination will be performed primarily via teleconferences along with one in-person scoping meeting with the City at WVI.

Task 1.2 – Scope of Services

A draft Scope of Services will be prepared based on the early coordination efforts and will be submitted to the City and FAA for review. Additional teleconferences may be performed and upon resolution of any comments from the City and FAA, the final scope and preliminary fee estimate will be prepared for the City's use in obtaining an Independent Fee Estimate (IFE) for the proposed work. A preliminary project schedule will also be prepared. Following this, Kimley-Horn and the City will negotiate and execute all appropriate prime and subcontract agreements.

TASK 2: PROJECT MANAGEMENT AND ADMINISTRATION

Appropriate direction and project management will be provided in the development of the MPU as each element is undertaken and completed. This includes:

- Internal team meetings to review task status and schedule and discuss client and FAA coordination
- Monthly project status and coordination calls between the City and Consultant project team
- Preparation of project status reports that will be submitted with monthly invoices

TASK 3: STAKEHOLDER AND PUBLIC INVOLVEMENT PROGRAM

This element includes stakeholder, agency and public engagement program that will be performed throughout the course of the MPU. To reduce costs associated with this effort, multiple meetings will be scheduled for the same trip, preferably on the same or concurrent days to the extent practicable.

Task 3.1 – Planning Review Committee Meetings

The Consultant will assist the City in the establishment of a Planning Review Committee (PRC) for the MPU. The PRC will serve as a non-voting body to provide stakeholder input and advise the City and Airport staff on content and recommendations for the MPU through meetings and review of the interim working papers. The PRC will also serve as an information conduit to the PRC member's respective constituencies. PRC membership will be coordinated and confirmed with the City, including relevant agency and/or general public participation.

The Consultant will facilitate up to four (4) PRC meetings. The first will consist of a kickoff meeting to introduce the Study, describe the existing airport facilities, and gain initial stakeholder input. Three subsequent meetings will be held to present draft findings of the MPU as it progresses. The location, date and time of the meetings will be coordinated with the City, with the City responsible for providing the meeting facilities. The Consultant will prepare necessary meeting materials such as PowerPoint presentations, handouts, sign-in sheets and meeting summaries. Meetings are anticipated to be held in association with the key study topics as follows:

- Study Kickoff & Inventory
- Activity Forecasts & Facility Requirements
- Alternative Development Strategies
- Recommendations and Implementation Plan

Task 3.2 – City Council Meeting

At the end of the planning effort, the Consultant team will prepare and present a summary of the study findings to the City Council in support of the City's adoption/approval process. A Consultant team member will attend one regularly scheduled City Commission meeting where plan acceptance is an agenda item.

Task 3.3 – Agency Coordination

The Consultant will meet with FAA staff to coordinate the MPU's and ALP's review and approval. One meeting at FAA's San Francisco Airports District Office (ADO) in San Francisco is accounted for with two (2) Consultant team members attending the meeting. This coordination meeting will be used to facilitate the approval of the forecasts, discuss alternatives, or review the ALP to potentially speed up the FAA's review and approval. In addition to the meeting, up to three calls/webinars are planned with FAA and/or Caltrans to facilitate input and discussion of key MPU elements.

Additionally, as part of the evaluation, an in-person coordination meeting will take place with the California Fish & Wildlife to discuss each alternative in order to obtain their feedback.

Task 3.4 – Public Workshops

Development of the MPU will be coordinated with the general public in public workshops, offering opportunities for input from other Airport users and the local community. The workshops will follow an "open house" format as recommended in FAA AC 150/5070-6B, *Airport Master Plans*. Advertising for the workshops will be accomplished by the City primarily through electronic means (email, website, social media), as well as through notifications in the local news media. The location and times for all workshops will be coordinated by the City and will be held on the same days as the PRC meetings. Two (2) Consultant team personnel will be in attendance to manage and conduct the workshops and address public questions. Two (2) workshops to address the following topics are accounted for:

- Study purpose, goals, inventory of existing facilities, activity forecasts and facility requirements
- Alternatives, and recommendations

TASK 4: AERIAL PHOTOGRAPHY, PLANIMETRIC MAPPING AND AGIS DATA DEVELOPMENT

The data collected within this effort is intended to meet the FAA's requirements as specified in Table 2-1 of AC 150/5300-18B for Airport Layout Plans (ALPs) and Instrument Procedure Design. The project will be performed in compliance with FAA Airports GIS (AGIS) policies and will include an airport airspace analysis for non-vertically guided (NVG) operations for existing Runways 2-20 and 9-27.

A final detailed scope will be developed through coordination with the FAA, including development of a proposed scope of work for FAA approval.

TASK 5: INVENTORY OF EXISTING CONDITIONS

The purpose of this element is to assemble and organize relative information and data pertaining to the Airport and its environs. This information will be used

throughout all phases of the MPU. The information will be collected through an on-site visit, stakeholder/tenant interviews, desktop research and review of previous studies and plans. This element will maximize the use of readily available information provided by the City and from other reliable sources.

A brief overview of the history of the Airport, its aeronautical role in the national aviation system, and its role in the community's infrastructure will be documented.

Task 5.1 – Reports, On-Going Studies and General Data Collection

This task will collect and review readily available studies and reports that provide historical and contextual information relevant to the MPU. The goal of this is to develop a common base of information from the various stakeholders. Materials may include, but are not limited to, previous master planning efforts, transportation studies, market assessments, pavement management programs, business plans, wildlife hazard studies, economic impact studies, 10-year history of all FAA airport grants, or other reports as appropriate. Where possible, the City will provide copies of existing studies for the Team's reference and use as early in the MPU process as possible.

Task 5.2 – Vicinity Land Use and Zoning Data Collection

The Consultant will review existing local, regional, and state land use planning and zoning regulations for the Airport environs. This effort will concentrate on identifying the boundaries of controlling jurisdictions and the land uses by type. These types will be general and will include, but not be limited to, residential, commercial, agricultural, recreation, conservation/well field protection zones, and public uses. Planned transportation improvements and planned local developments in the Airport vicinity will also be reviewed for potential incompatible land use. The resultant information will be composited into report scale graphics and applicable boundaries will be incorporated into the Land Use Drawings of the ALP drawing set (refer to **Tasks 10.7** and **10.8**).

Task 5.3 – Airport Facilities Inventory and On-Site Visit

This inventory will identify and generally describe the existing airport facilities as to quantity, type, size and general condition based on existing available data. This effort will make maximum use of information available from the City and FAA, the current Airport Layout Plan (ALP) set, and information from the PRC. The Consultant will conduct a one-day on-site inventory of the Airport and interview the Airport staff and major tenants for input on operational characteristics of the Airport and facility concerns. In general, the following will be inventoried:

Land Holdings: A review of the Airport's current Property Map will be conducted with City staff to confirm information on the Airport boundary and property interests (i.e. fee-simple, easement, rights-of-way) are accurately reflected. This effort will rely on readily available and no additional field survey or detailed deed/title research will be performed.

Airfield: Runway, taxiways, and holding apron configurations including published dimensions, pavement strength, maintenance history, Pavement Condition Index (PCI), Pavement Condition Number (PCN), airfield lighting, marking and signage, visual and navigational aids. The Airport perimeter fencing and access control gates will also be inventoried. The Airport's Pavement Management Plan, if available, will be referenced for the PCI and PCN data – no additional field studies or geotechnical analysis is accounted for in this task.

General Aviation Facilities: The quantity, type, and general condition of hangars, transient aircraft parking aprons, vehicle parking spaces, tie-down positions, fixed base operators, terminals, flight schools, and general aviation services will be inventoried using existing available data sources. Data related to the facility type, capacity, past and current occupancy, and tenant lease uses will be identified. This effort will include discussions with the fixed base operators and major tenants to gain insight on their operational characteristics, facility needs, and future expansion plans.

Ancillary/Support Facilities: Fuel storage, equipment storage facilities, adjacent emergency response facilities, and Airport administration and maintenance facilities will be inventoried. Existing capacities including number of fuel tanks, types of fuel, and available equipment and adequacy of storage tanks based on existing and forecasted aviation demand will be determined. Any other types of businesses and building sizes on the Airport will be identified. It will also be important to obtain information on the number of gallons of fuel sold, by type, over the past five years for use in subsequent efforts.

Vehicle Access, Circulation, and Parking: Access and parking will be reviewed in terms of the condition and adequacy to reach the Airport, public and tenant parking facilities, and general on-airport automobile circulation.

Utilities: Utilities supporting the Airport will be identified and documented. Electrical power, emergency power, natural gas service, sanitary and storm sewer, potable water, telecommunication, and suppliers will be identified. The inventory will use readily available information, maps, and data provided by the City.

Task 5.4 – Airspace Structure and Approach Capability Inventory

An inventory of the existing instrument approach capabilities and local area airspace will be undertaken with an emphasis on instrument procedures and minimums, noise abatement measures, traffic patterns, and airspace conflicts. Coordination with the Airport will be performed to gain an understanding of runway utilization, ground movements, potential for improved minimums, programmed FAA navigational aid improvements, air traffic control procedure changes that may be currently under development or those associated with FAA NextGen initiatives, and any operational limitations due to existing airfield facilities or regional airspace.

Task 5.5 – Socioeconomic Data Summary

The Consultant will obtain available statistical data on historical and forecasted socioeconomic factors for the City of Watsonville, Santa Cruz-Watsonville MSA, and State of California. These factors will include employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Task 5.6 – Weather Data

Wind data from the NOAA National Climatic Data Center records including those from the Airport's Automated Weather Observing System (AWOS) will be compiled to evaluate crosswind coverage and generate updated wind roses for the Airport. From this data, a subsequent crosswind coverage analysis will be performed for the existing runway configuration and FAA standard wind roses will be developed for "all-weather", "instrument meteorological conditions" and "visual meteorological conditions."

Task 5.7 – Financial Data

Basic financial and Capital Improvement Program information for the Airport will be gathered. This will be used in subsequent evaluation of the recommended Airport development program resulting from this MPU. This information will pertain primarily to the following, as it is available:

- Current and projected WVI operating budgets (revenue and expenses)
- Capital improvement projects planned or in progress
- Airport leases
- Rates and charges for aircraft storage, fuel, and landing fees
- Number of gallons of fuel sold, by type
- Historical FAA and state grants
- Debt service
- Number of employees by type and function (full and part time)

This data will be documented and used in a subsequent task.

Task 5.8 – Aircraft and Activity Data

Readily available historic and existing air traffic data for the Airport will be assembled. Sources to obtain aviation related activity will include FAA databases such as the National Based Aircraft Inventory Database, Terminal Area Forecast (TAF), Air Traffic Activity Data System (ATADS), Traffic Flow Management System Counts (TFMSC), and other resources such as previous Airport studies and records. The data will include, but is not limited to the following:

- Based aircraft fleet mix
- Historic and current aircraft operations (local and itinerant)
- Fleet mix – operations by aircraft type
- Military operations

- Flight training and touch and go activity
- Runway utilization

In addition, data from the Airport's aircraft counting program will be provided to the Consultant for use in summarizing the activity by aircraft airport reference code (ARC).

Task 5.9 – Environmental Inventory

This is intended to be a cursory-level inventory of the environmental conditions on and near the Airport. Through the use of existing reports, maps, studies, environmental documents, the Internet, and, if needed, correspondence with the various state regulatory agencies, the Airport's environmental setting and key environmental resources that could potentially be affected by development will be described. No specific field inspections are accounted for in this effort. In addition to the socioeconomic and land use data obtained during previous tasks, the following will be addressed to the extent that information is readily available:

- Federal and State inventories of endangered and threatened species
- State inventories of historic and archaeological sites
- Water resources including coastal zones, flood plains, wetlands, wild and scenic rivers, and waters of the U.S.
- Prime or unique farmlands
- Section 4(f) and 6(f) resources (e.g. public parks)
- Hazardous materials sites (e.g. RCRA, CERCLA, UST/AST)
- Wildlife hazard attractants or concerns
- Airport stormwater discharge permits, Stormwater Pollution Prevention Plans (SWPPP), and Spill Prevention Control & Countermeasures (SPCC) Plans
- City or Airport environmental or sustainability studies, plans, programs, policies or initiatives

Noise contours for the base year will be developed using the most current FAA-approved noise modeling tool – the Airport Environmental Design Tool (AEDT). The noise contours will depict the existing aircraft activity profile and will be presented for the CNEL 60, 65, 70, and 75 levels and overlaid on a land use base map and aerial photography. During the Alternatives Element, additional noise contours will be prepared to reflect the preferred development and the 20-year operational activity levels approved by the FAA from the Forecasts Element.

This information will be consolidated into a general environmental inventory narrative, and corresponding environmental resource map reflecting an area within approximately 1.5 miles of the Airport's center point, will be prepared to briefly describe the existing environmental and community resources in the airport environs. This information will be used in the preparation and evaluation of alternative Airport development scenarios.

Task 5.10 – Recycling Practices

As required by FAA Modernization and Reform Act of 2012 (Public Law 112-95), a brief analysis of existing City and Airport solid waste recycling programs will be performed and any reasonable methods to further minimize the generation of solid waste at the Airport, consistent with applicable State and local recycling laws, will be identified. The analysis will be performed consistent with the FAA's "Guidance on Airport Recycling, Reuse and Waste Reduction Plans" (September 2014, APP-400). This analysis will not include a waste audit and does not address hazardous wastes, but will in a succinct manner address the following issues related to municipal solid waste and construction and demolition solid waste recycling at the Airport:

- Minimizing the generation of solid waste at the Airport
- Operation and maintenance requirements associated with waste recycling
- Review of waste management contracts
- Potential cost savings or revenue generation

TASK 6: AVIATION FORECASTS

As the result of changes that have occurred in the aviation industry in recent years, both on a broad national level and in the region, there is a need to review and consider the influences that these factors have played in the general aviation market of California. This forecasting effort will identify aviation demand that is anticipated to occur over a 20-year planning period using acceptable forecasting analysis techniques consistent with FAA guidance including *Forecasting Aviation Activity by Airport* (July 2001) and *Guidance on Review and Approval of Local Aviation Forecasts* (June 2008). The recommended forecasts of aviation demand will be submitted to the FAA for review and approval utilizing FAA guidelines contained in *Forecasting Aviation Activity by Airport*, including preparation of table templates included in Appendices B and C.

Task 6.1 – Existing Forecasts Review

The Consultant will identify and conduct a quick review for validity of existing forecasts of aviation demand as they pertain to WVI. These forecasts include the FAA Terminal Area Forecasts (TAF), the previous Airport Master Plan, the Airport's 2010 Revised Forecasts (updated Chapter 3 of the prior Airport Master Plan), and the California Aviation System Plan (CASP).

It is recognized that data available from FAA's www.basedaircraft.com varies significantly from data on file regarding hangar leases and based aircraft. These discrepancies will be discussed in the inventory and coordinated with FAA to ensure FAA's concurrence with the base data that is used for the WVI forecasts.

Task 6.2 – Trends and Factors Impacting Aviation Demand at WVI

The Consultant will review local, regional, and national trends that have the potential to influence aviation demand at WVI. This will include socioeconomic trends such as demographics (previously compiled in **Task 5**), income and employment, and

aviation related factors such as fuel prices, pilot certificates/training, aircraft sales/production, NextGen technologies, etc. The roles and capabilities of peer airports within an approximate 50-mile radius of WVI will also be reviewed for potential influence.

Task 6.3 – 20-Year General Aviation Forecasts

WVI-specific forecasts for the short-term (5-year), medium-term (6 to 10 years), and long-term (20 years) will be prepared for the following categories of aviation activity:

- Based aircraft totals and fleet mix
- Annual general aviation operations (local vs. itinerant)
- Annual military operations (local vs. itinerant)
- Annual itinerant general aviation aircraft operations by type
- Day/night-time splits of operations
- Percentage of touch and go operations
- Annual instrument approaches (AIA's)
- Peak month, day, and hourly operations

Forecasting methodologies and techniques to be employed may include, but will not be limited, to:

- Regression analysis
- Trend analysis and extrapolation
- Socioeconomic factor comparison
- Market share analysis
- Comparison to similar type or nearby airports
- Analysis of previously generated forecasts

Task 6.4 – Existing and Future Design Aircraft

The current Airport Reference Code (ARC) is B-II with a design aircraft of a Cessna Citation 500 per the Airport's 2010 Revised Forecasts (updated Chapter 3 of the prior Airport Master Plan). WVI has been proactively collecting operational data as a non-towered airport that will assist in making an accurate forecast with the correct design aircraft utilizing the new FAA AC150/5000-17, Critical Aircraft and Regular Use Determination. The critical aircraft may consist of a single aircraft or key characteristics (tail height, wingspan, land gear configuration, landing weight, approach speed) from several aircraft in a "family". The forecasting effort will review the existing aircraft regularly operating at WVI and determine what is appropriate for the activity and desire of the Airport's future.

Task 6.5 – Working Paper #1 – *Inventory & Forecasts*

The Consultant will prepare a working paper describing the means, methods, assumptions and results of the activity forecasting effort. This will be combined with documentation from **Task 5** to form a single working paper. The draft will be submitted in electronic PDF format to the City for one round of review and comment.

Upon review and response to comments received from the City, the working paper will be submitted to the PRC for one round of review and comment. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become two chapters of the final MPU document.

Task 6.6 – Forecast Coordination and Approval

The recommended forecasts of aviation demand for WVI will be coordinated with, and submitted to, the FAA for review and approval as follows:

- The Consultant will work with the City in **Task 1** to confirm FAA's expectations related to use of their National Based Aircraft Inventory data compared to the Airport's detailed records on existing based aircraft.
- After review by the City and PRC, the Consultant will submit the draft Inventory and Forecasts Working Paper to the City for submission to the FAA for their formal review and approval. The submission will include preparation of a letter as well as the FAA's comparison templates in accordance with FAA guidelines contained in *Forecasting Aviation Activity by Airport*.
- Additional coordination with the FAA may be required if the forecasts are outside of the allowed variance from the Terminal Area Forecast (TAF).

TASK 7: DEMAND/CAPACITY AND FACILITY REQUIREMENTS

This element will utilize the findings of the previous MPU tasks to identify the Airport facility and infrastructure improvements needed to meet projected levels of demand, current FAA airfield design standards, and the strategic goals established by the City. This will effectively be a "gap analysis" to identify recommended Airport improvements over the 20-year planning horizon.

Task 7.1 – Demand/Capacity Assessment

The FAA's methodology for assessing airfield capacity and delay, as described in FAA AC 150/5060-5, will be utilized to develop a brief assessment of the current and future level of airfield capacity in terms of annual and hourly service volumes. The analysis will focus on the most basic evaluation techniques due to the unlikely potential for an airfield capacity issue at WVI.

Task 7.2 – FAA Design Criteria and Standards Analysis

Selection of the appropriate critical aircraft, or family grouping of aircraft will be conducted as part of **Task 6.4**. Within this task, the determination of critical aircraft combined with the existing and anticipated instrument approach capability and minimums (as determined through previous discussions with the Airport and FAA personnel) will be used establish the FAA airport design standards that will be applied in the evaluation of airfield facility requirements. These standards are defined in FAA AC 150/5300-13A, *Airport Design* and include the various airfield dimensional and facility separation requirements, and operational and land use protection zones, needed to maintain a safe and efficient aviation operating environment.

Task 7.3 – Airfield Requirements

Using the results of the previous MPU tasks, the ability of the airfield facilities to meet projected activity levels and aircraft operational needs over the course of the 20-year planning horizon will be evaluated. Facility needs will be based upon accepted airport planning criteria (FAA AC 150/5300-13A and other FAA advisory guidance), industry standards, the FAA-approved forecast of aviation activity, and the City's strategic goals for the Airport. Airfield needs that may be assessed include:

- Runway length, width, and affiliated shoulder and blast pad requirements
- Runway visibility
- Operational improvements for improved runway/taxiway utilization/capacity
- Pavement strength
- Taxiway requirements including conformity with geometry criteria set forth in AC 150/5300-13A, Change 1, Chapter Four
- Aircraft parking aprons
- FAA separation and protection area standards
- Lighting and marking requirements
- Navigational aids both ground-based and satellite based
- FAR Part 77 & TERPS surface considerations

This list will be refined as part of the grant application process.

Task 7.4 – Aircraft Storage and Support Facility Requirements

Using the results of the prior MPU tasks, the ability of the aircraft storage and support facilities to meet projected activity levels over the course of the 20-year planning horizon will be evaluated. Facility requirements will be expressed in terms of gross area, linear feet, or other basic units as excess or deficient capacity. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport. The analysis will include:

- Aircraft storage by tie-down and hangar type (conventional and T-hangars)
- Fixed Base Operator (FBO) facilities – general aviation terminal and pilot amenities, transient ramp, maintenance areas, and wash facility
- Automobile parking areas
- Airport administration building
- Airport maintenance – maintenance repair shops, equipment storage, material storage areas
- Fuel storage/supply – expansion capability, tank capacity vs. demand by fuel type, reserve in event of supply disruption

This list will be refined as part of the grant application process.

Task 7.5 – Airspace Protection

Using the aerial survey data obtained in **Task 4**, along with any known obstacle/obstruction information provided by the FAA and/or City, an evaluation of existing and potential penetrations to the Part 77 Imaginary Surfaces and Threshold Siting Surfaces (per AC 150/5300-13A) will be performed. Areas of concern will be noted and documented. The Consultant will work with City staff to understand the ongoing airspace protection program and any local or state regulations or zoning ordinances that strive to prevent or minimize potential airspace related adverse impacts to the Airport. The “California Airport Land Use Planning Handbook” (Caltrans Division of Aeronautics, October 2011) will be referenced in this evaluation. The results of this analysis will support the evaluation of any recommended runway related geometry or approach capability improvements. This information will also be used in the development of the Airspace and Inner Approach sheets of the ALP drawing set.

Task 7.6 – Prepare Working Paper #2 – *Demand/Capacity and Facility Requirements*

The Consultant will prepare a working paper describing various analyses and resultant Airport facility requirements needed to meet projected activity levels, FAA design standards and the City’s strategic goals. The draft will be submitted in electronic PDF format to the City for one round of review and comment. Upon review and response to comments received from the City, the working paper will be provided to the PRC for one round of review and comment. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

TASK 8: ALTERNATIVES ANALYSIS AND RECOMMENDED DEVELOPMENT PLAN

Alternative development concepts will be derived that satisfy FAA and Caltrans safety and design standards to the extent practicable and feasible and that accommodate the requirements for airside, storage, and support facilities. A range of reasonable and feasible alternatives will be considered for further evaluation. Alternatives that may be considered but are dismissed from further consideration will also be briefly discussed and the basis for their elimination noted. The evaluation of alternatives will result in the recommend development plan that will form the basis of the ALP and MPU capital development program.

The alternatives will be evaluated using up to three criteria selected through discussion with the City. These criteria may include financial considerations that look at benefit-cost implications, environmental considerations, and the ability of the alternatives to meet identified demand.

Task 8.1 – Airfield Alternatives Evaluation

The Consultant will formulate preliminary airside development alternatives that will address needed runway and taxiway development throughout the planning horizon and beyond. Schematic concept drawings and narrative descriptions will be provided for each concept.

Task 8.2 – General Aviation and Support Facility Alternatives Evaluation

Development concepts for the general aviation and support facility areas will be prepared to address anticipated demand and to provide flexibility in meeting potential tenant needs. Schematic concept drawings and narrative descriptions will be provided for each concept. The alternatives will generally address location, form, function, design standards and facility needs for the following items:

- Corporate hangar development and supporting elements (parking, apron, etc.)
- T-Hangar area expansion or development of new T-Hangar areas
- Expansion or development of new based and/or itinerant general aviation apron areas
- FBO facility expansion
- Fuel farm/fuel storage
- Landside and airside access
- Airport administration and maintenance
- Potential new aviation and non-aeronautical tenant opportunities

Task 8.3 – Recommended Development Plan

The City, along with the PRC, will assist with the evaluation and selection of the individual development concepts from the **Tasks 8.1** and **8.2** that best meet the established Airport vision and strategic goals for WVI. One of the PRC meetings will be devoted to reviewing and gaining stakeholder input on the various development alternatives.

At this point, the preferred concepts will be combined and refined as necessary to maximize operational efficiency and development flexibility. Areas of airport land that are not encumbered by either man-made or natural constraints and available for temporary or permanent non-aeronautical development will be identified. The resultant preferred development concept will become the basis for the remainder of the MPU planning process.

A general framework of environmental considerations associated with the Recommended Development Plan will be prepared. This will identify the subsequent environmental analyses required to implement each project component under the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). However, this scope of work does not include a comprehensive environmental evaluation or analysis per NEPA or CEQA.

Task 8.4 - Prepare Working Paper #3 – Alternatives

The Consultant will prepare a working paper that will document the analysis in tabular, narrative, and graphic format describing the evaluation of development alternatives and the identification of the recommended development plan. The draft will be submitted in electronic PDF format to the City for one round review and comment. Upon review and response to comments received from the City, the

working paper will be provided to the PRC for one round of review and comment. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

TASK 9: IMPLEMENTATION PLAN

Once a recommended development plan is prepared in **Task 8**, an implementation plan that provides more details is needed.

Task 9.1 – CIP Project Identification

Potential follow-on planning and design needs, land acquisition, and capital development projects that make up the recommended development plan will be identified and become the basis for the MPU's draft Capital Improvement Program (CIP). The CIP will also include:

- General NEPA, CEQA, and permitting requirements associated with the implementation
- Planning level cost estimate for each project in the CIP, including NEPA, engineering, construction costs and contingency factors
- Phasing organized into 0 to 5 year (near-term), 5 to 10 year (medium-term) and 10 to 20 year (long-term) phases

Cost opinions are intended to be used for planning purposes only and will not be the result of detailed engineering design and analysis.

Where appropriate, development recommendations will be tied to “trigger point” activity levels derived from the recommended forecasts. This approach will allow the City to monitor and manage its development program based on experienced activity instead of a pre-determined timeline.

Task 9.2 – Draft 10-Year Capital Improvement Program (CIP)

A draft 10-year Airport CIP will be prepared that incorporates the phased projects and cost estimates from the previous tasks with other projects (e.g. equipment acquisitions, facility maintenance) that may already be programmed in the City's official working CIP. This effort includes identifying anticipated funding sources and their respective participation in terms of the FAA, Caltrans, and other any state, local and third-party funding partners. This effort focuses on providing a financial planning tool for the 10-year horizon following the completion of the MPU, acknowledging that recommended projects beyond that time frame may be more speculative in nature.

Task 9.3 – Financial Feasibility Analysis

The estimated demand on operating revenues and the impact on tenant rates and charges will be identified and analyzed, and recommended strategies for completing and funding the proposed projects will be presented.

The following components of the financial analysis will be conducted:

- Sources and uses of funds analysis – Reviewing design cost and phasing to determine both the costs and the different sources of funding for the recommendations including any portion that must be financed through bonds.
- Revenue forecasting analysis – Projecting amount and timing of additional revenues from increased facilities and from activity forecasts, as well as reviewing concession tenant leases to determine if rates can be increased during the projection period.
- Operating expense projections – Analyzing historical trends and the impact of new facilities on projections.
- Cash flow analysis – Calculating net revenue projections. Also, projecting internal rates of return, net present values, and the effects of economic and financial constraints on project viability.

Task 9.4 - Prepare Working Paper #4 – *Implementation Plan and Financial Analysis*

The Consultant will prepare a working paper that will document the analysis in tabular, narrative, and graphic format. The draft will be submitted in electronic PDF format to the City for one round review and comment. Upon review and response to comments received from the City, the working paper will be provided to the PRC for one round of review and comment. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

TASK 10: AIRPORT LAYOUT PLAN DRAWING SET

An updated ALP drawing set for WVI that reflects the recommended development plan resulting from this MPU Study will be prepared. The ALP set will be produced in both digital (CAD and PDF) and hard copy versions. The new aerial survey and imagery obtained under **Task 3** will form the basis. Other sources of information used in the preparation of the ALP drawing set will include the data developed as a part of the GIS element of this study, previous ALP, the previous airport master plan, USGS mapping, existing available property information from the City, local and regional government mapping, FAA databases, and other secondary sources as appropriate.

The drawing set will be prepared consistent with FAA Standard Operating Procedure (SOP) 2.0 “Checklist for Review and Approval of Airport Layout Plans.” The FAA SOP checklists will be completed by the Consultant and used to guide the development and quality control review of the various ALP drawings. The checklists will also be submitted to the FAA at each stage of the ALP review process. The ALP drawing set will be first be provided to the City, followed by submissions to the FAA and Caltrans, in both electronic and hard copy formats as required for the multi-level review and approval processes. The drawing set will include the following sheets which are briefly described in the following tasks:

- Cover Sheet
- Airport Layout Plan Drawing/s and Data Sheet
- General Aviation Area Drawing

- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawings (one for each runway)
- Runway Departure Surface Drawings (for each runway)
- On-Airport Land Use Drawing
- Off-Airport Land Use/Community Compatibility Drawing (including the 65 DNL noise exposure contour prepared by others)
- Airport Property Map

Task 10.1 – Cover Sheet

This sheet will include applicable information such as the name and location of the Airport and sponsor, location and vicinity maps, an index of drawings contained within the set and the date of the set.

Task 10.2 – Airport Layout Plan Drawing and Data Sheet

The ALP drawing sheet will depict existing physical features of the Airport, along with existing and proposed airport facilities and applicable FAA safety and design standards. Property boundaries, terrain and development immediately adjacent to the Airport will also be shown. This sheet will contain signature blocks for City and FAA approval.

This sheet will also include data/tabular information to supplement information of existing and future conditions that are graphically displayed and noted on the ALP drawing. This information includes such items as general airport information, airfield and runway classifications, navigational aids and approach capabilities, weather and wind coverage, declared distances and operational limitations, and any conditions on the Airport that do not meet current FAA standards (and the planned disposition of any non-standard conditions). If the data tables cannot be accommodated on the ALP Drawing Sheet a separate sheet will be created.

Task 10.3 – General Aviation Area Drawing

The General Aviation Area sheet is a larger scale, or “zoomed in” view of the general aviation development area that may not be readily discernable on the ALP drawing sheet due to graphic scale. By zooming in, more detail regarding configuration, terrain and physical features, circulation, and design standards will be able to be depicted. This could include one or two sheets depending upon graphic scale and/or development areas identified through the course of the MPU.

Task 10.4 – Airport Airspace Drawing

The airport airspace sheet will provide a large-scale view of the extents of the existing and future 14 CFR Part 77 Imaginary [Airspace Protection] Surfaces. The base mapping for this drawing is typically U.S. Geographical Survey (USGS) Topographic Quadrangle Maps. Both plan and profile views will be provided. Objects identified as obstacles to the Part 77 surfaces, through the previous airspace analysis task or noted on readily available FAA resources, will be depicted

and documented in tabular form and their recommended disposition will also be noted.

Task 10.5 – Inner Portion of the Approach Surface Drawings

The inner portion of the approach surface drawings will provide a close-in, plan and profile view of the Part 77 Approach Surfaces (to an elevation of approximately 100 feet above the runway end) for each runway end at WVI. The area depicted off of each runway end approximately corresponds with the Runway Protection Zones (RPZs). The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Task 3** of this MPU. Objects identified as obstacles to the Part 77 surfaces, through the previous airspace analysis task or noted on readily available FAA resources, will be depicted and documented in tabular form along with their recommended disposition.

Task 10.6 – Runway Departure Surface Drawings

While FAA departure surface requirements (as detailed in AC 150/5300-13A) only apply to designated instrument departure runways, the FAA recommends that they be evaluated for all runway ends, particularly those that serve turbine powered aircraft. For those reasons, an analysis will be prepared and documented in a runway departure surface drawing for each runway. The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Task 4** of this Study. Significant objects within the departure surface limits, as identifiable within the collected AGIS mapping, will be documented in tabular form along with their recommended disposition.

Task 10.7 – On-Airport Land Use Drawing

The on-airport land use drawing will depict on-airport land uses by aviation related use categories (e.g. Airport Operations Area, general aviation area, aviation related development, airport revenue support, public works/utilities, recreational/community, preservation, etc.). Existing and any future Airport boundaries will be identified.

Task 10.8 – Off-Airport Land Use/Community Compatibility Drawing

The off-airport land use/community compatibility drawing will depict off-airport land uses and zoning for the area around the Airport, extending to include land within the 65 DNL noise contours (not anticipated to be greater than 1.5 miles from the Airport center point). Off-airport land uses will be depicted by generalized categories (e.g., agriculture, residential, institutional, recreational, industrial, and commercial, etc.). Existing and any future changes to the Airport boundary will be identified.

Task 10.9 – Airport Property Map

The current Airport Property Map will be updated to reflect any changes since the last revision (dated 2008) and the recommended development plan arising from this MPU. This will include recent acquisitions or transfers of property interests, significant recent airfield improvements, proposed land or easement acquisitions,

and any potential land release opportunities. The Property Map will be updated using the existing property boundary information (no new field or meets and bounds survey will be performed) and readily available deed/property transfer information provided by the City. No research will be conducted to obtain deed information.

Task 10.10 – Preliminary Draft ALP Drawing Set

Once a draft version of each of the preceding ALP sheets have been prepared, a complete preliminary draft ALP drawing set will be submitted to the City for review. Upon resolution of comments, the draft set will then be submitted to the FAA and Caltrans for a preliminary review. At this point, an in-person meeting with appropriate City, FAA and Caltrans personnel will be held (included in **Task 3.3**) to ensure a mutual understanding of the recommended development plan and resolve any technical ALP issues in advance of uploading the ALP to the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website and concurrent FAA "line of business" review (refer to **Task 11.2**).

TASK 11: FINAL DOCUMENTS – SUBMITTAL AND APPROVAL

This element entails the preparation, review, approval and production of the final Master Plan Update report and Airport Layout Plan drawing set.

Task 11.1 – Draft Master Plan Update Report

Upon review of all working papers and the incorporation of appropriate revisions, a draft-final Master Plan Update report will be prepared. The draft document will be submitted in hard copy and electronic PDF format to the City for one round of review and comment. Upon review and response to comments received from the City, the document will be submitted to the FAA and Caltrans in hard copy and electronic format for one round of review and comment. The document will also be provided to the PRC in electronic format.

Task 11.2 – ALP Drawing Set Submittal, Final Approval and Production

Following resolution of comments on the preliminary draft ALP set, a revised draft ALP set will be submitted to the FAA and Caltrans. As required by SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* dated October 1, 2013, the draft ALP and corresponding "review checklist" will be uploaded by the Consultant on behalf of the City to the FAA's OE/AAA online system in PDF format.

The FAA Airports Division and other lines of business within the OE/AAA system will conduct their review. Agency comments will be consolidated by the responsible FAA project manager and forwarded to the City as a final FAA comment letter which will include an "airspace determination" addressing any potential impacts to navigable airspace. Caltrans will conduct their review and provide comments to the City as well.

Upon resolution of agency comments, the ALP set will be ready for the City's final approval and/or adoption. Eight (8) hard copies of the final ALP drawing set will be provided to the City for signature. These will then be forwarded to the FAA ADO for their final approval signature/stamp. Signed hard copies will be re-distributed to the City, FAA, and Caltrans. The signed ALP sheet will be electronically scanned by the Consultant and added to the electronic PDF version of the final ALP drawing set for recording and use by the City.

Task 11.3 – Final Master Plan Update Report

Upon resolution of comments on the draft Master Plan Update report and draft ALP drawing set, a final Master Plan Update report will be printed. Five (5) hard copies of the final report will be provided. In addition, the electronic files in PDF format of the report and ALP drawing set will be provided to the City.

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:

15 to 18 months from Notice to Proceed (NTP) from City of Watsonville; the schedule is highly dependent upon review and approval times by the FAA San Francisco ADO.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$550,000. This compensation will be refined and confirmed in coordination with the grant application process.

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.

EXHIBIT “D”

FAA Provisions

A1: ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A3: BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A5: GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6: COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under

this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7: CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

A8: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A11: CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12: DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the City of Watsonville. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Watsonville. This clause applies to both DBE and non-DBE subcontractors.

A13: TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14: ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

A16: EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17: FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18: CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19: PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20: OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21: PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22: RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A24: CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25: TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,

estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26: TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27: VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**City of Watsonville
Public Works and Utilities**

M E M O R A N D U M



DATE: June 20, 2019

TO: Matthew D. Huffaker, City Manager

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

SUBJECT: Amendment with Carollo Engineers, Inc. for additional design services for the Wastewater Treatment Headworks Modification Project in the amount of \$464,314

AGENDA ITEM: June 25, 2019 City Council

RECOMMENDATION:

It is recommended that City Council adopt a resolution amending an existing agreement with Carollo Engineers, Inc. for additional design services for the Wastewater Treatment Headworks Modification Project (No. WW-18-01) in the amount of \$464,314.

DISCUSSION:

In 2018, the City contracted with Carollo Engineers, Inc (Carollo) to provide design services for the Wastewater Treatment Headworks Modification Project, No. WW-18-01. The contract was accepted under Resolution No. 3-18 in the amount of \$306,185.

Carollo completed the design of the new Headworks Screening Facility which included incorporating new infrastructure into the existing Influent Pump Station (IPS) and existing Electrical Building. After initial exploratory work on the Wastewater Master Plan began, Carollo was issued Amendment No. 1 in the amount of \$70,000.00 to investigate the costs and alternatives of including a new IPS structure and Electrical Building into the Headworks Facility project. Since the amendment amount was less than 25%, the amendment did not require Council approval and was not submitted to Council.

Based on the initial investigations by Carollo and staff, the existing IPS structure concrete is deteriorating and nearing the end of its useful life, and will require replacement in the near future. The most cost-effective approach would be to incorporate replacing the IPS at the same time as the new Headworks Screening Facility. This will also minimize risk and disruption to the Wastewater Treatment Plant's critical influent process.

Similarly, the existing Headworks Electrical Building equipment has reached the end of its useful life, and the specific equipment is no longer manufactured, making replacement parts difficult and costly to obtain. This infrastructure will also need to be replaced in the near future.

The possibility of removing and replacing the existing electrical equipment within the existing building was explored. However, the overall cost, coordination and potential risk associated with maintaining the critical headworks operation of the plant during construction was equivalent to the cost to construct a new, separate Headworks Electrical Building.

Staff proposes to amend the existing design services agreement with Carollo in the amount of \$464,314, an additional increase of \$88,129, so they can incorporate the design of a new Influent Pump Station and Headworks Electrical Building into the overall design of the new Headworks Facility Project. A conceptual design of the proposed work is attached.

STRATEGIC PLAN:

The project supports strategic goal Infrastructure & Environment by planning for replacement of the Wastewater Treatment Plant's aging critical facilities and equipment.

FINANCIAL IMPACT:

The project is included in the current adopted budget funded by account 911-7855-14410 in the Wastewater Enterprise Fund.

ALTERNATIVES:

Council could elect not to approve this design services amendment. This would require that the Headworks Electrical Building and Influent Pump Station be addressed as separate future projects, resulting in higher overall design and construction costs.

ATTACHMENTS:

1. Headworks Conceptual Project Plan

cc: City Attorney

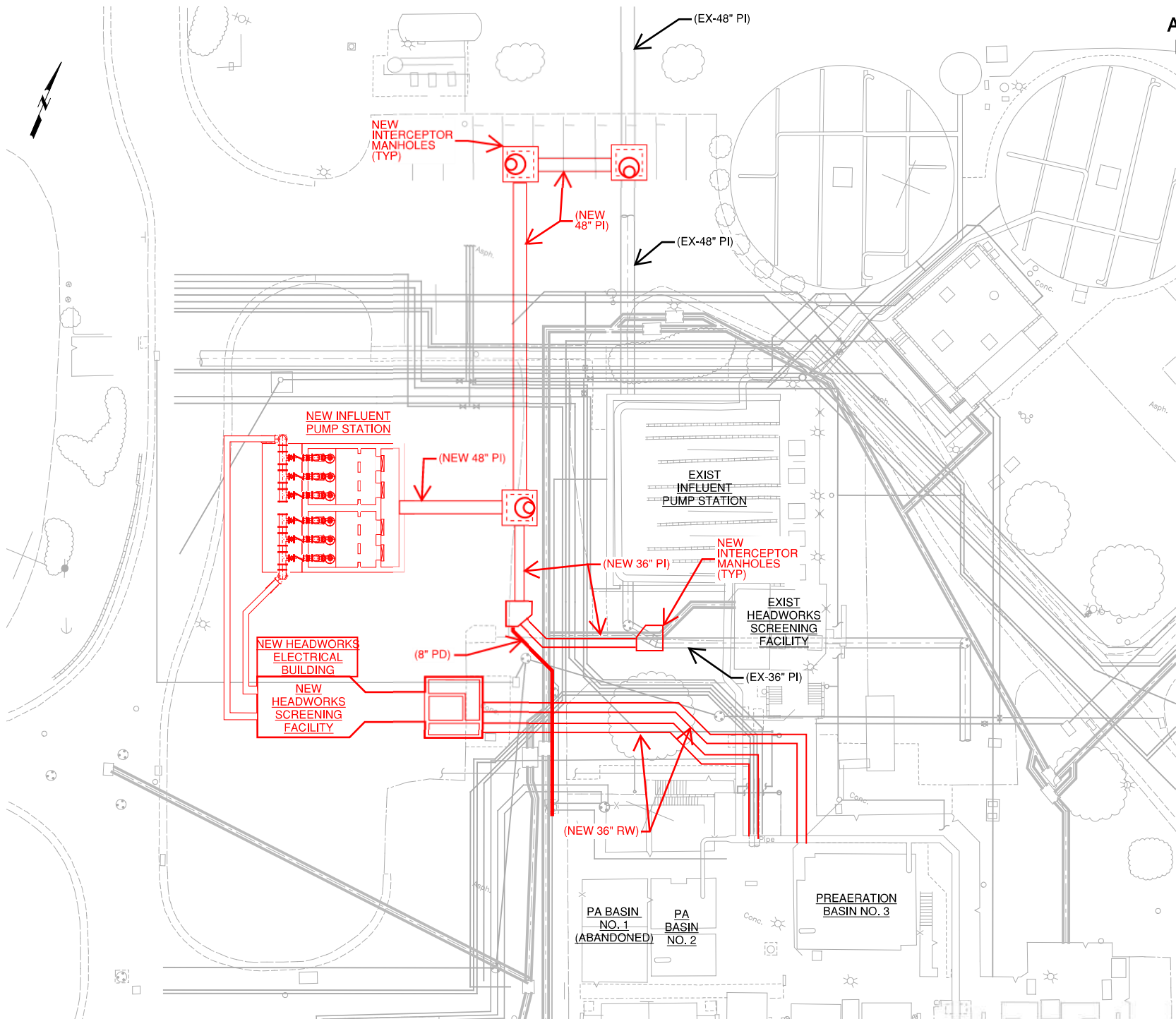


Figure 3 Alternative 1 - Site Layout

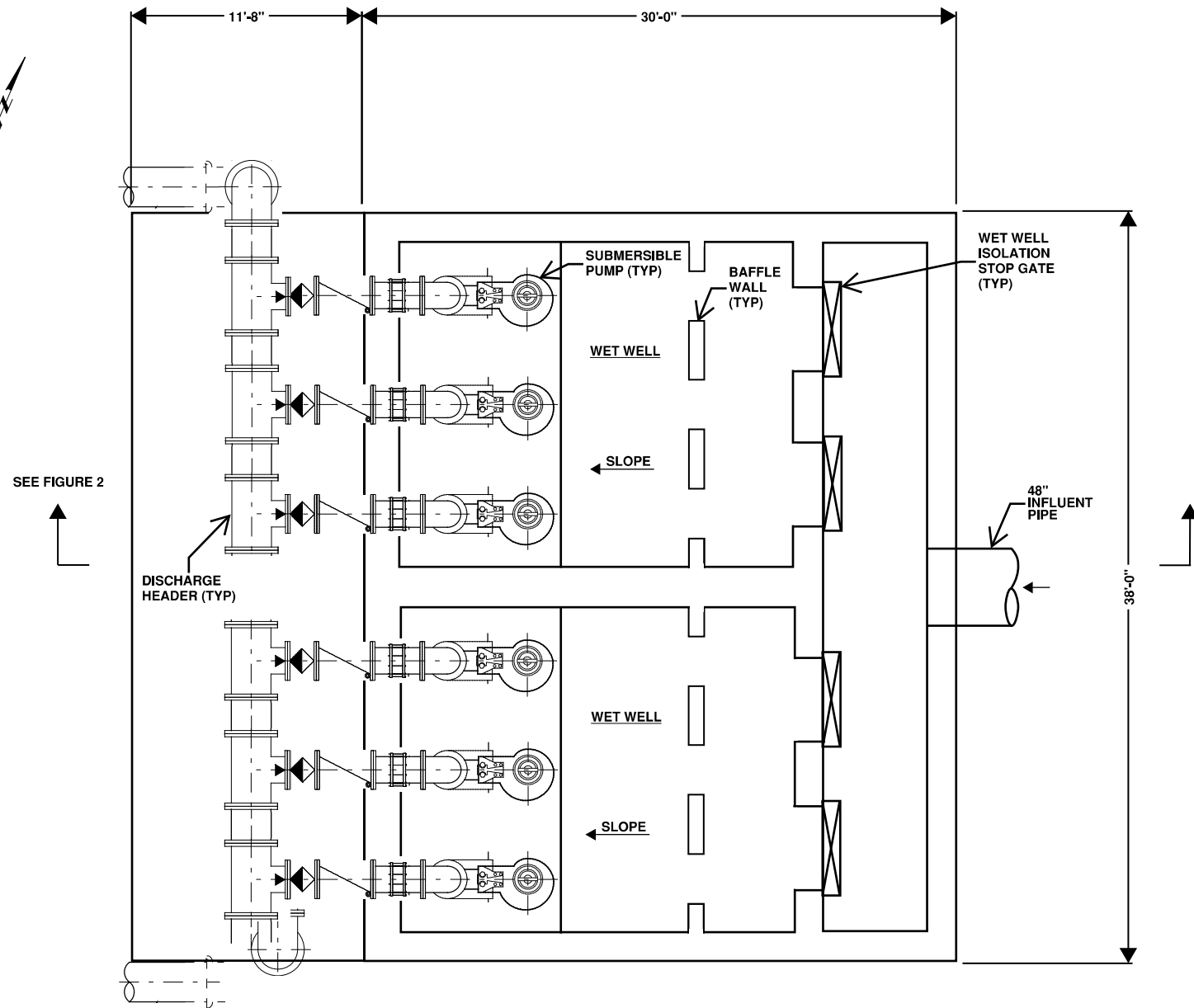


Figure 1 Alternative 1 - Influent Pump Station Plan

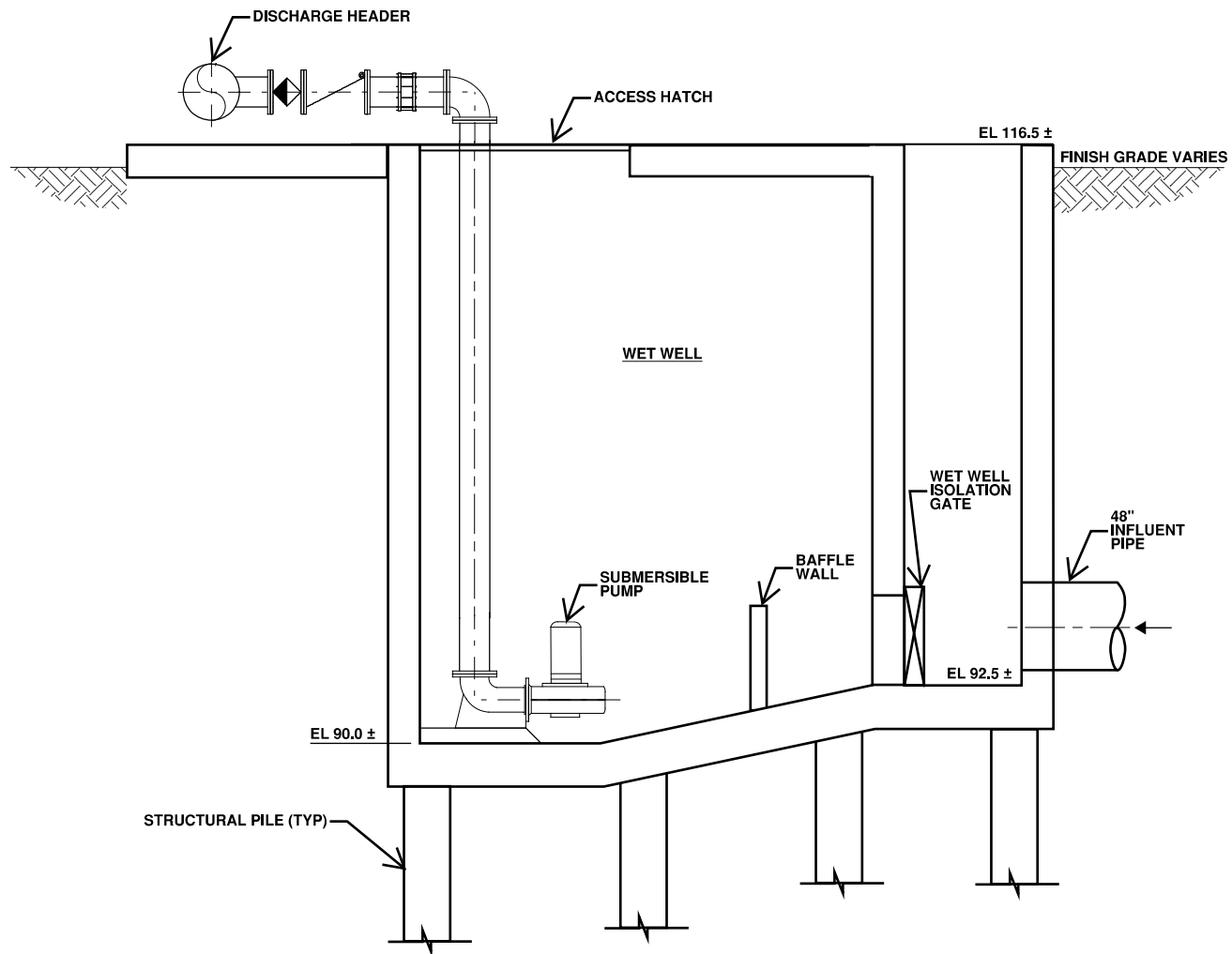


Figure 2 Alternative 1 - Influent Pump Station Section

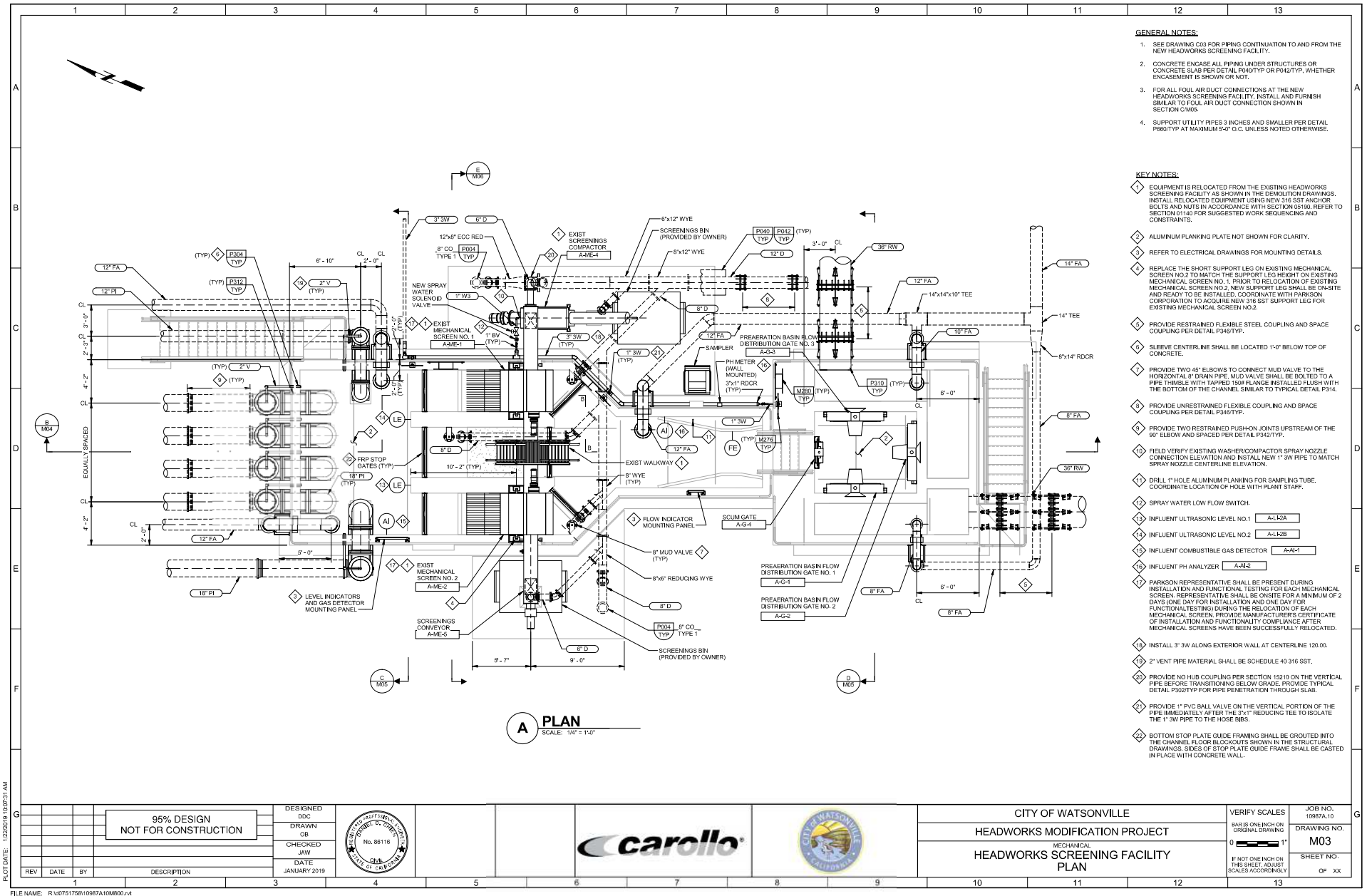


Figure 4 Alternative 1 - Headworks Facility Plan

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SECOND AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND CAROLLO ENGINEERS, INC., A CORPORATION, FOR THE DESIGN OF THE WASTEWATER TREATMENT HEADWORKS MODIFICATION PROJECT NO. WW-18-01, IN AN AMOUNT NOT TO EXCEED \$464,314 FROM THE WASTEWATER ENTERPRISE FUND; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

1. That the second amendment to Contract for Consultant Services between the City of Watsonville and Carollo Engineers, Inc., a corporation, in an amount not to exceed \$464,314, for the design of the Wastewater Treatment Headworks Modification Project, No. WW-18-01, a copy of which Amendment is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

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

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND CAROLLO ENGINEERS, INC.**

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Carollo Engineers, Inc.**, this 25th day of June, 2019. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract on January 16, 2018 to provide Design Services for the Wastewater Treatment Headworks Modification Project, WW-18-01;

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

WHEREAS, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

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

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "2," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract and Exhibit "B", Schedule of Performance. Contract end date to extend to December 31, 2021

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of four hundred sixty-four thousand, three hundred fourteen dollars, (\$464,314) for professional services, per attached Exhibit 3.

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

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

CITY OF WATSONVILLE

CAROLLO ENGINEERS, INC.

By _____
Matthew D. Huffaker, City Manager

By 
Rick L. Chan, Senior Vice President

ATTEST:

By _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

By _____
Alan J. Smith, City Attorney

EXHIBIT A

CITY OF WATSONVILLE INFLUENT PUMP STATION REPLACEMENT PROJECT SCOPE OF SERVICES (June 5, 2019)

The following presents Consultant's scope of services to design a new influent pump station and headworks electrical building to replace the existing influent pump station and headworks electrical room at the City's Wastewater Treatment Facility (WWTF).

Task 1 – Project Management and Meetings

- 1.1 - Consultant will provide additional administration and management necessary to perform planning, execution, and reporting of the project. Consultant will prepare a monthly progress letter report for attachment to the monthly invoice to track project percent complete and budget expenditures.
- 1.2 - Consultant will conduct and attend three project meetings during the design phase.
 - Attend kickoff meeting to be located at the City's WWTF.
 - Attend 50% design review meeting to be located at the City's WWTF.
 - Attend 90% design review meeting to be conducted via teleconference.

Deliverables:

- Monthly progress letter reports.
- Meeting agendas, presentation materials, and meeting notes.

Task 2 – Design

- Consultant will revise the Headworks Modification Project Design Documents dated January 2019 with the following project elements as generally described in "Draft Project Memorandum for Influent Pump Station and Headworks Electrical Building Evaluation" (Draft PM) dated March 29, 2019 for the Influent Pump Station Alternative 1, Headworks Electrical Building Alternative 1, and other elements as discussed with City and plant staff to produce a set of drawings and specifications for bidding as a single design package:
 - Relocate the proposed screening facility to a new location shown in the Draft PM dated March 29, 2019 for Influent Pump Station Alternative 1. Provide a new screenings washer/compactor instead of relocating and reusing the existing screenings washer/compactor.
 - Provide a separate influent pump station to be located north of the relocated proposed screening facility. The new influent pump station will include two wet wells adjacent to each other, each equipped with three submersible pumps. Isolation stop gates and interior wet well baffles will be provided.

- Provide five new interceptor manholes and new 36-inch and 48-inch diameter interceptor piping to reroute raw sewage from the existing influent pump station to the new influent pump station.
 - Provide new ventilation ducting from the new influent pump station to the existing odor control system and modify the new ventilation ducting from the relocated proposed screening facility to the existing odor control system to suit its new location. It is assumed that the existing odor control system will not require any modifications except for new ducting.
 - New discharge pipes between the new influent pump station and the relocated proposed screening facility.
 - Associated paving and grading improvements.
 - Associated electrical and instrumentation improvements. For this project, a new Headworks Electrical Building will be provided either next to the new screening facility or the new influent pump station to replace the existing Headworks Electrical Room that is located adjacent to the existing influent pump station. The new building will be approximately 12 feet wide by 30 feet long by 12 feet tall and constructed of masonry blocks with a concrete foundation. The new Headworks Electrical Building will include two new MCCs, portable generator connection provisions, existing conductor splice provisions at the existing Headworks Electrical Room, new ductbank system from the existing Headworks Electrical Room to the new Headworks Electrical Building, and a new headworks PLC.
- Consultant will update the design specifications and drawings with the new project elements. Specifications will be prepared using City-developed front end contract documents for Division 0 and Consultant's technical specifications prepared using Consultant's standard Construction Specification Institute (CSI) format for Divisions 1 through 17. Drawings will be prepared on a computer-aided design drafting (CADD) system using Consultant's CADD standards.
 - Consultant will prepare and submit 50% and 90% design submittals of the combined project for City review and comment. Consultant will attend project meetings with City and plant staff to review comments per Task 1.
 - Consultant will prepare and submit 100% design bid documents for City to advertise.
 - Consultant will prepare 50%, 90%, and 100% construction cost estimates.

Deliverables:

- 50% design submittal in PDF format of the combined single design package.
- 90% design submittal in PDF format of the combined single design package.
- 100% design bid submittal in PDF format of the combined single design package.
- 50%, 90%, and 100% design construction cost estimates in PDF format of the combined single design package.

Task 3 – Bid Period Services

- Consultant will perform bid period services for the new influent pump station:
 - Respond to questions from bidders during the bid period.
 - Prepare two addenda.

Deliverables:

- Responses to questions from bidders.
- Two addenda.

Project Assumptions:

- The existing headworks structure, influent pump station, and headworks electrical room will remain in place and not be demolished after construction of the proposed screening structure, new influent pump station, and new Headworks Electrical Building.
- City will be responsible for acquiring all permits and any CEQA approval necessary for construction of this project.
- City will contract with a surveying firm to perform additional topographic surveying and mapping of the project site, if needed, in order to provide Consultant with AutoCAD base drawings of project site and appropriate field survey information sufficient to complete final design drawings.
- City will contract with a geotechnical engineering firm (Fugro) to provide as-needed geotechnical engineering assistance to provide Consultant with sufficient foundation recommendations to complete final design of new influent pump station and associated new structures on this project.
- City will contract with a 3rd party engineering firm to perform construction management and inspection of the project.
- Engineering services during construction by Consultant is not included with this project and will be negotiated with the City at a later date.
- City will advertise the project, print and distribute contract documents to bidders, and serve as the primary point of contact for all bidder inquiries.

Additional Assumptions and Clarifications:

- **DELIVERABLE USE AND REUSE.** Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant. Consultant's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, Consultant shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold Consultant harmless from liability

arising out of changes or modifications to Consultant's data in electronic media form in the City's possession or released to others by the City.

- **STANDARD OF CARE.** Consultant shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.
- **CITY-PROVIDED INFORMATION AND SERVICES.** The City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.
- **ACCESS.** The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
- **ESTIMATES AND PROJECTIONS.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- **THIRD PARTIES.** The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder."

EXHIBIT C																
LABOR AND BUDGET ESTIMATE																
CITY OF WATSONVILLE																
INFLUENT PUMP STATION REPLACEMENT PROJECT																
Task Description	Rick Chan	Daniel Chien	James Wickstrom	Mike Zappone	Eric Wilkins	Khalil Kairouz	CAD Drafter	Word Processor	Total Hours	Labor Cost	Other Direct Costs (ODC)					Total Cost
	Project Manager	Project Engineer	Headworks Specialist	Pump Station Engineer	Structural Engineer	HVAC Engineer					Sub	PECE	Mileage		ODC Total	
											Beecher		El&C	\$12.00		
1.0 Project Management and Meetings																
1.1 Project Management	24	0	0	0	0	0	0	0	24	\$7,344	\$0	\$288	0	\$0	\$288	\$7,632
1.2 Meetings	12	16	0	16	0	0	0	0	44	\$11,432	\$4,840	\$528	2	\$224	\$5,592	\$17,024
Task 1.0 Total =	36	16	0	16	0	0	0	0	68	\$18,776	\$4,840	\$816	2	\$224	\$5,880	\$24,656
2.0 Design	92	245	46	215	215	92	552	77	1,534	\$332,617	\$128,480	\$18,408	2	\$224	\$147,112	\$479,729
Task 2.0 Total =	92	245	46	215	215	92	552	77	1,534	\$332,617	\$128,480	\$18,408	2	\$224	\$147,112	\$479,729
3.0 Bid Period Services	2	24	0	8	8	0	0	4	46	\$10,628	\$1,760	\$552	1	\$112	\$664	\$11,292
Task 3.0 Total =	2	24	0	8	8	0	0	4	46	\$10,628	\$1,760	\$552	1	\$112	\$664	\$11,292
Total Tasks 1.0 to 3.0 =	130	285	46	239	223	92	552	81	1,648	\$362,021	\$135,080	\$19,776	5	\$560	\$153,656	\$515,677
Budget Remaining from Agreement dated 12/13/17 =																\$51,363
Net Total =																\$464,314

City of Watsonville
Public Works and Utilities Department



M E M O R A N D U M

DATE: June 10, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director of Public Works & Utilities
Tom Sharp, Senior Utilities Engineer

SUBJECT: Resolution approving a Contract with Wallace Group, a California Corporation, to perform street pavement condition ratings and analysis for the City's Pavement Management System Program in an amount not to exceed \$103,000

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION:

It is recommended that the City Council adopt a resolution approving a consultant contract with Wallace Group, Inc. in the amount of \$103,000 to perform street pavement condition ratings and analysis for the City's Pavement Management System Program.

DISCUSSION:

The City of Watsonville maintains approximately 100 miles of streets within its corporate limits. Decisions for selecting which streets receive maintenance treatments each year is informed by utilizing a pavement management system (PMS) which considers the condition rating of all the streets, and evaluates the consequences of selecting the various possible spending and performance scenarios to maintain the streets.

The PMS program utilizes pavement rating data based on a measure titled pavement condition index (PCI) based on inspections of a representative sampling of city street conditions. Usually 10% of the city streets are sampled and that data is extrapolated to develop an average condition profile of city streets and to calculate the average PCI. The PMS program will inform communities the rate of annual spending required to maintain or improve the average PCI. Conversely, it will predict how quickly the city's streets will deteriorate if the community is spending too little.

California communities are mandated by state law to utilize a computerized PMS program in its planning and budgeting for street maintenance work funded by various state street maintenance funding programs, such as gas tax. The City implemented its

current PMS program in 2000 when it purchased the Street Saver program from the San Francisco Metropolitan Transportation Commission. During the implementation the City contracted with an Engineering firm to perform the sample street pavement condition index rating (PCI) work. For the PMS program to properly function, the PCI rating inspection work should be periodically updated. City staff performed these updates from time to time as workloads allowed, but not frequently enough for the PMS program to yield accurate and reliable reports.

Consultant Selection Process

In June 2018, staff solicited statements of qualifications from civil engineering consultants to perform unspecified municipal engineering work in design, construction management and analysis. Statements were received from 12 firms including Wallace Group, San Luis Obispo. Wallace Group was asked by City staff to submit a proposal to perform the pavement condition rating work and analysis based on their experience with infrastructure master planning. Staff reviewed Wallace's proposal and found it to be acceptable.

Scope of Work

The main elements of the scope of work which will be performed by Wallace Group include the following:

1. Project management/Data acquisition/Inventory of the public streets – The consultant will meet with city staff and acquire existing data and the prior pavement condition rating records.
2. Pavement Condition evaluation – The consultant will perform on site condition rating work and measure centerline street segment length and street width and assign PCI scores to each segment.
3. Data Analysis and data snapshot – The consultant will analyze the data and develop an average PCI score for the street network. Multiyear spending plans will be determined to maintain or improve the average PCI street network rating. Recommended maintenance treatments will be proposed for application to the different classes of street from arterial to local.
4. Geographic Information System (GIS) integration – The consultant will integrate the Street Saver PMS software with the city's GIS system and the record of past street maintenance actions applied to each street segment in the city.
5. Prepare draft and final report – the report will present budget needs scenarios for several different performance – status quo, 5% PCI improvement, effect to the average PCI of the street network if funding stays at the current level, etc.

Wallace Group has estimated that the services described above will require four months to complete once they start.

FINANCIAL IMPACT:

The contract amount would be for a not-to-exceed amount of \$103,000. This cost would be paid for with the Gas Tax Fund (923-7837-14313) in the current approved budget.

STRATEGIC PLAN:

This project is consistent with Goal 3, Infrastructure and Environment, Section D: Long-Range Capital Improvement Plan.

ALTERNATIVES:

Council could choose to not contract with Wallace Group.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDED CONTRACT TO WALLACE GROUP, A CALIFORNIA CORPORATION, TO PERFORM STREET PAVEMENT CONDITION RATINGS AND ANALYSIS FOR THE CITY'S PAVEMENT MANAGEMENT SYSTEM PROGRAM, IN AN AMOUNT NOT TO EXCEED \$103,000; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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 consulting engineering firms on this list to provide services on specific projects; and

WHEREAS, Wallace Group, a California corporation, 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 Wallace Group, a California corporation, to perform street pavement condition ratings and analysis for the City's Pavement Management System Program, in an amount not to exceed \$103,000, 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 Wallace Group, a California corporation, in an amount not to exceed \$103,000, is hereby accepted.

2. That the Contract for Consultant Services between the City of Watsonville and Wallace Group, a California corporation, to perform street pavement condition ratings and analysis for the City's Pavement Management System Program, 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 WALLACE GROUP

THIS CONTRACT, is made and entered into this June 26, 2019, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Wallace Group, a California Corporation**, 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 June 26, 2019 to October 31, 2020, 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

Jorge Aguilar, Principal
Wallace Group, a California Corporation
612 Clarion Court
San Luis Obispo, CA 93401
(805) 544-4011

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

WALLACE GROUP

BY _____
Matthew D. Huffaker, City Manager

BY _____

ATTEST:

Name _____

Title _____

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:

May 21, 2019 (rvsd 2019-06-11)

Thomas Sharp
City of Watsonville
250 Main Street
Watsonville, California 95076

Subject: Citywide Pavement Management Services

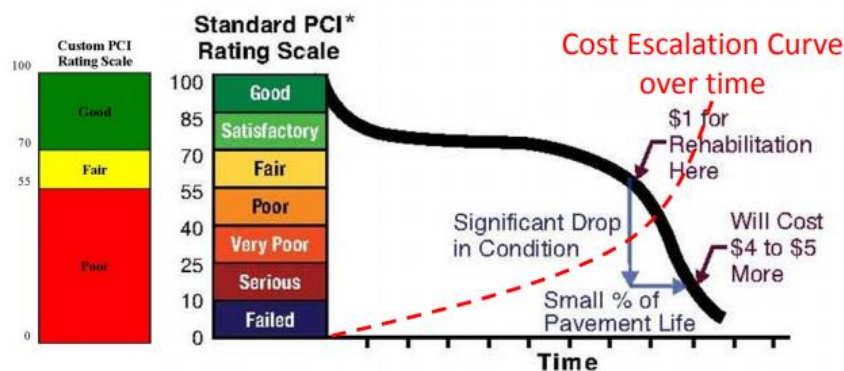
Dear Mr. Sharp:

Wallace Group appreciates the opportunity to provide you with our proposal for transportation services for the above referenced program. This proposal is based on the City of Watsonville On-Call Request for Qualifications (RFQ) May 4, 2018 and our submitted Statement of Qualifications (SOQ) dated June 22, 2018. Based on our discussions with the City, we have included our valued teaming partner Pavement Engineering, Inc. (PEI) on our team. We work with PEI extensively and have found that the combination of team skills is extremely useful for a holistic approach to projects and areawide programs such as this. The following Project Understanding and associated Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

According to a 2015 City GIS based data listing of street information, the City of Watsonville maintains approximately 100 centerline miles of pavement. A 2015 Functional Classification of City streets map was also provided as background information that listed the 7 Caltrans Functional Classifications Legend showing the following segments: 1 Interstate, 2 Other Fwy/Expwy, 3 Other Principal Arterial, 4 Minor Arterial, 5 Major Collector, 6 Minor Collector and 7 Local (see Attachment 1).

The City realizes that a programmatic level pavement assessment relies on visual inspection, informed individual judgement and a solid quality control process. Pavement is also one of the key assets for any given public agency and it requires management in addition to maintenance since it has significant budgetary implications. As can be seen by the below graphic, getting ahead of the curve and/or assessing current status is a critical part of this effort.



* PCI = Pavement Condition Index

Chart from NAPA report: A New Transportation Commitment for America (2007)



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Our team is a combination of pavement experts coupled with solid project management strategizing to accomplish this goal. In order to have a uniform baseline the City desires to reinvigorate its pavement management program with a comprehensive overall system review. Through the On-Call program the City has asked our team to review the historical information provided but to also plan on creating a new uniform baseline for the City's pavement condition index (PCI) rating as prior reviewers are no longer at the City and the information is now dated. Our team's assessment will be based on American Society for Testing and Materials (ASTM) standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.

SCOPE OF SERVICES

Our team will coordinate this effort with City staff as an extension of staff to provide seamless and valuable additional resources to the City. We will both learn the details of the City's system from the City staff and share our expertise in the pavement management subject matter to assist the decision makers in system assessment and next steps programming. Generally, we will coordinate with City staff, then execute a multi-pronged process with PEI taking a lead role in the street inspection activities, Wallace Group in Graphical Information System (GIS) activities and jointly in QC and overall delivery activities.

Task 1: Project Management, Kick-Off and Database Development

This task includes client coordination and administrative activities for the project, including preparing monthly invoices and project status updates. It is the intent of this task to coordinate with City staff to receive and discuss direction for the project. Our team will schedule a project initiation or Kick-off meeting and prepare an agenda for that meeting. Topics to be covered include but are not necessarily limited to the following:

- Review scope of work, deliverables, schedule and budget;
- Existing pavement data, GIS files and drawings;
- City street system and alleyways review, neighborhood areas, boundaries, private streets and functional classifications;
- Current and past pavement maintenance history and budgets;
- Desired pavement service levels;
- Quality control approach;
- Safety, field work access and public notifications;
- City Council presentation;

Reviewing these items prior to beginning work will help our team develop future maintenance plans and budget/prioritization scenarios that accurately reflect the City's objectives. This will provide the roadmap to allow the City to both target immediate needs and plan financial resources for future pavement preservation. Once the team is supplied with the necessary information from the City, we will create the database using the StreetSaver® software. We anticipate an approximate 3-4 month schedule and will provide monthly status updates with invoicing and be available for either monthly teleconference or in person meeting as mutually agreeable.

Deliverables:

- Project invoicing and progress updates
- Kick-off meeting agenda and notes



Task 2: Pavement Condition Evaluation and Quality Assurance/Control (QA/QC)

This task will be led by PEI staff with support by Wallace Group staff. We will visually inspect the City's maintained street system assumed to be generally consistent with the 2015 listing provided by the City (see Attachment 2). The assessment will conform to ASTM Standard D 6433 standards.

PEI's inspectors are certified for quality and consistency and attend annual training to keep abreast of changes and hone skills. Their training demonstrates an accuracy rate of ± 5 PCI points compared to industry standards acceptance of a ± 10 PCI points differential. They will manually survey all streets and roads according to the following MTC's eight distress categories:

- Alligator cracking;
- Distortions;
- Patching and utility cuts;
- Weathering;
- Block cracking;
- Longitudinal and transverse cracking;
- Rutting and depressions;
- Raveling.

We will assign a Pavement Condition Index (PCI) for each street segment per StreetSaver® criteria and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. During the field review, a vehicle-mounted digital measuring device will be used to measure the length of each street segment and a hand-held wheel will be used to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on the pavement area. To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

PEI will sample locations on random test sites of $\pm 2,500$ sf and will annotate the sample location on our rating sheets using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use. As part of this work, senior team staff will perform a Quality Assurance and Quality Control review. Typically, the review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Since the City has indicated a desire to both review the previous PCI data but rely on a consistent new assessment, the Project or Task Manager will review a random 10% of the street segments.

To make sure the analysis is consistent with the use of recommended maintenance and rehabilitation strategies, we will review the City's current street segmentation and how the roads are being used. Our goal is to develop the most accurate database possible, one that will manifest in better, more precise recommendations and projections.

Deliverables:

- Field measurements and ratings
- QA/QC documentation



Task 3: Data Input and Snapshot Report

Our team will input the data collected during the visual evaluations into the City's StreetSaver database using MTC's Mobile Rater. This speeds project completion and increases accuracy.

To make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies, we will review the City's current street segmentation for consistency on how the roads are being used. Additionally, we will review the functional classifications of streets in its system to determine if those designations comply with Caltrans classifications and are therefore eligible for future federal funding. We can compare major road sections contained in the updated PMS database with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy. Our goal is to develop the most accurate database possible, one that will manifest in better, more precise recommendations and projections.

Our team will also review both the StreetSaver® Decision Tree and PCI breakpoint table with the City to verify recommended treatments and associated unit prices to ensure costs being used by the program are current and reflect the construction costs the City is seeing. Revised information will be updated in StreetSaver®. After updates are made, we will prepare a "database snapshot" report containing the following information that will serve as an annual summary:

- Summary of work performed;
- Three basic budget scenarios for improving or maintaining the PCI during the next 10 years;
- Network summary statistics broken down into functional classes: arterial, collector, residential/local, urban collector, bike trails and other required classifications;
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Network condition summary based on budget scenarios.
- A sorted desktop reference, listing roads by PCI from best to worst or alphabetically by name.

Deliverables:

- Data Snapshot Report

Task 4: Maintenance History of GIS Integration

To make sure its pavement management program is as accurate as possible, we will work with the City in review of the provided list of all the streets, including a focus on any that have been annexed, new or proposed new streets under construction. We will focus on the visual evaluation of these roads and add this information, along with pavement condition, into the database. PEI and Wallace Group staff will coordinate with City staff to help ensure appropriate streets are included. Due to the indeterminate nature of this work, this task will be authorized up to the budgeted hours with any additional effort beyond that to be subject to additional authorization.

We will update the maintenance and rehabilitation history for street segments to the work history files for each of the streets, this will help ensure that the most accurate PCI is represented by the program. We will link the data to the GIS module contained within StreetSaver® so City staff can take advantage of this feature in the future and likewise download info to the City's GIS system in the future if desired.



Deliverables:

- Linked/updated database into StreetSaver GIS

Task 5: Draft Report and Budget Recommendations

Once the visual evaluations are finished and the StreetSaver® database is completely updated, PEI will run reports that forecast the PCI based on proposed treatments. This effort will provide feedback for the treatment decisions necessary to achieve the City's goals.

Working with City staff, we determine (forecast) the best maintenance and rehabilitation approach for the next five years that will maintain the City's overall PCI at a level it sets. We will do this by performing a budget analysis using several scenarios that will help the City evaluate budget strategies and impacts and will use StreetSaver® GIS mapping to visually illustrate these impacts. We will work with City staff to identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments on a street by street or neighborhood by neighborhood basis and make recommendations based on a critical-point approach that incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time: not too soon and not too late.

Our analysis will demonstrate what the City can expect in overall pavement condition based on current and proposed future funding levels. If shortfalls exist, our team will recommend preventative maintenance strategies to improve and maintain the City's street system within budgetary constraints. We will use our joint knowledge and experience to assist the City and evaluate appropriate options and explore treatments and value engineering techniques to accomplish the objectives.

Deliverables:

- Draft report on programmatic preventative maintenance and rehabilitation recommendations by street segment

Task 6: Final Report and City Council Presentation

Our team will prepare one copy of the proposed final report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing relevant information for the City Council's review and one electronic copy in PDF format.

Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
 - ✓ a scenario to maintain roadways at the existing PCI;
 - ✓ a scenario to increase the current PCI by 5 points; and
 - ✓ a scenario to show the potential PCI for roadways over 10 years using current funding levels.
- A section description report for all street segments
- Street sections selected for recommended treatments during the next 10 years



- Maps and exhibits

Deliverables:

- Proposed final report
- Updated final report

SCHEDULE

The schedule is expected to be between three and four months from date of Kick-Off meeting but may vary due to weather or other unforeseen circumstances. We will work with the City to review needs and this estimated schedule will be revised as needed and mutually agreeable.

ADDITIONAL SERVICES

The Wallace Group team can provide additional services, directly or through sub-consultants, upon request. Recommended services include a system maintenance and re-rating in approximately two years to verify conditions and forecasts. Services not explicitly cited in this scope of services are to be considered additional services.

TO BE PROVIDED BY THE CLIENT

- General coordination and records search support
- StreetSaver access account and renewal (current subscription expires 10/01/19)
- Any permit or other fees not specified within scope and budget

PROJECT BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the Standard Billing Rates included in our Statement of Qualification. These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$102,913.00 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

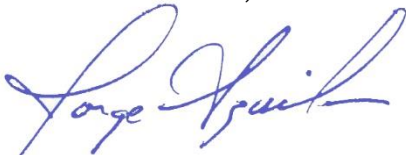
TERMS AND CONDITIONS, STANDARD MASTER SERVICE AGREEMENT PENDING REVIEW

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on the City of Watsonville On-Call RFQ provided sample contract and related comments provided in our submitted SOQ. If this proposal meets with your approval, please let us know, and we will be pleased to help facilitate conforming the provided sample contract to the project.

We want to thank you for this opportunity to present our proposal for professional services. Our commitment to you is to deliver these services on time, on budget and with superior customer service. If you would like to discuss this proposal in greater detail, please feel free to contact me directly at our office or on my cell at 805-458-1996.

Sincerely,

WALLACE GROUP, a California Corporation



Jorge Aguilar, PE C48704

Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments:

1. City of Watsonville Functional Classification of City Streets
2. City of Watsonville street list from GIS (version 1) (2015)
3. Budget Summary

kc: PP19-6693, 2017

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



Wallace Group Team Resource Estimate for the											
PROJECT NAME						BUDGET SUMMARY					
PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	DIRECTOR	ENGINEER I	GIS TECHNICAL SPECIALIST	PROJECT ASSISTANT	Pavement Engineering Inc. (PEI)	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL
		HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS	LABOR \$	COST \$
		RATE	\$195	\$175	\$140	\$130	\$85				
1	Project Management, Kick-Off and Database Development	16		12		2	89	\$316	119	\$14,645	\$14,961
2	Pavement Condition Evaluation and Quality Assurance/Control (QA/QC)	8	12	24			165	\$3,300	209	\$31,095	\$34,395
3	Data Input and Snapshot Report	2		4			87	\$40	93	\$10,535	\$10,575
4	Maintenance History of GIS Integration	6			60	2	35	\$120	103	\$13,055	\$13,175
5	Draft Report and Budget Recommendations	4		12			74	\$140	90	\$12,270	\$12,410
6	Final Report and City Council Presentation	8		10			37	\$587	55	\$7,055	\$7,642
	SUB-TOTALS	44	12	62	60	4	487	\$4,503	669		
	WALLACE GROUP LABOR COSTS	\$8,580	\$2,100	\$8,680	\$7,800	\$340					\$27,500
	WALLACE GROUP DIRECT COSTS										\$623
	SUBCONSULTANTS TOTAL COSTS						\$65,035				\$65,035
	SUBCONSULTANT OVERHEAD @								15%		\$9,755.25
	TOTAL										\$102,913

Task Budgets may fluctuate within Overall Budget

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 services defined in the scope of services herein by October 31, 2019.
Complete any additional or follow up services by October 31 2020.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$102,913.00.

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.
r appropriate compensation.

City of Watsonville
City Manager's Office

MEMORANDUM



DATE: June 17, 2019

TO: Matthew D. Huffaker,

FROM: Nick Calubaquib, Director of Parks and Community Services
Tamara Vides, Deputy City Manager

SUBJECT: Approve the Execution of a 5 year lease with
Community Arts & Empowerment for Muzzio Park
Community Center

AGENDA ITEM: June 25, 2019

City Council

RECOMMENDATIONS:

Staff recommends that the City Council adopt a resolution approving a lease between Community Arts & Empowerment and the City for use of Muzzio Park Community Center for a youth art center.

DISCUSSION:

Background

During the February 12, 2019, Council Meeting the Council approved a conceptual project titled "Watsonville Brillante" by local artist Kathleen Crocetti. The stated mission of *Watsonville Brillante* is to "Build community through creative place making" by transforming the exterior of the Rodriguez Street Parking Garage into "a landmark artwork, while empowering and employing the youth of Watsonville."

The concept of this Project is that over a period of 5 years, the Rodriguez Street Parking Garage in downtown Watsonville would be covered with mosaics creating a monumental artwork with the theme of "Vibrancy, Diversity and Connectedness in Watsonville." Per Ms. Crocetti's proposal, the Project's outcomes include the transformation of "one of our downtown civic buildings into a landmark artwork."

If Council approves the proposed lease agreement, the mosaic work will be completed at Muzzio Park Community Center offering a free, open art space for teens and community members to come make art and to transform our community and ourselves together.

The terms of this Lease include:

- A five-year term commencing July 1, 2019 and expiring on June 30, 2024.
- \$1.00 per year rent.
- The artist will be responsible for utilities and routine maintenance of the building.

STRATEGIC PLAN:

The Council's adoption of this resolution is consistent with the Council's priorities of:

- Economic Development (Downtown Revitalization) by creating place making art in the heart of downtown
- Community Engagement & Well-Being (Parks and Community Services, Youth Activities & Programs) by engaging the community in the creation of large art installation
- Public Safety (Youth Prevention Programs) by providing youth with a safe, positive environment through the development of a free arts center

FINANCIAL IMPACT:

There is no financial impact to the City by approving this lease agreement. The programming that will take place in the Youth Art Center at Muzzio Park will be a great addition to City programs. Muzzio Community Center is vacant most of the time and there is not significant programming or use of this building. The City would also benefit from gaining a significant art piece in the core of the downtown area, without incurring the costs of materials and labor.

ALTERNATIVES:

The City Council may choose to not approve the execution of this Lease.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIVE YEAR LEASE BETWEEN THE CITY OF WATSONVILLE AND COMMUNITY ARTS & EMPOWERMENT, A CORPORATION, FOR THE USE OF CITY OWNED PROPERTY LOCATED AT 26 WEST FRONT STREET, WATSONVILLE (MUZZIO PARK), FOR THE WATSONVILLE BRILLANTE ART PROJECT, COMMENCING ON JULY 1, 2019, AND ENDING JUNE 30, 2024, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

1. That the five-year Lease between the City of Watsonville and Community Arts & Empowerment, a corporation, for the use of City owned property located at 26 West Front Street, Watsonville, (Muzzio Park) for the Watsonville Brillante Art Project, commencing on July 1, 2019, and ending June 30, 2024, a copy of which Lease is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager is hereby authorized and directed to execute the Lease for and on behalf of the City of Watsonville.

FIVE YEAR LEASE
MUZZIO PARK COMMUNITY CENTER

This lease ("Lease") is dated July 1, 2019, by and between City of Watsonville, a municipal corporation ("Landlord"), and Community Arts & Empowerment, a corporation ("Tenant").

Landlord, for the consideration provided herein subject to the terms and conditions stated below Landlord and Tenant (the "Parties") agree as follows:

1. PREMISES. Landlord leases to Tenant the Muzzio Park and Community Center modular building (Premises) located at 26 West Front Street, Watsonville, California. No other portion of Muzzio Park is included in the Premises per Exhibit A.

2. TERM. The term of this Lease is five years, commencing on July 1, 2019 ("Commencement Date") and ending June 30, 2024 ("Expiration Date").

3. CONDITIONS SUBSEQUENT. A material condition subsequent to the continued existence of this Lease and Tenant's right to occupy the premises is the continued, uninterrupted satisfaction of each of the conditions set forth below and parts thereof. These conditions are for the sole and exclusive benefit of Landlord. Should any one or more of the following conditions or parts thereof occur then at Landlord's sole and exclusive option, this Lease shall immediately end except the indemnity and insurance requirements. The premises may be used solely and exclusively for the art activities and business of "Community Arts & Empowerment" and no other purpose.

4. RENT.

"Rent" shall mean

- One Dollar per year, in one lump sum of \$5.00 on or before the Commencement Date.
- all non-monetary obligations of Tenant to Landlord under the terms of this Lease

5. POSSESSION.

Tenant shall be entitled to possession on the Commencement Date and shall yield possession to Landlord on the Expiration Date. At the expiration of the term, Tenant shall remove its furniture, fixtures and equipment, goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

6. USE OF PREMISES/ABSENCES.

Tenant shall occupy and use the Premises for the sole and exclusive purposes of the Community Arts & Empowerment. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. No residential use of the Premises is allowed. Smoking is not permitted in the Premises.

The failure to abide by the provisions of this section shall, at Landlord's option constitute a material breach of this Lease and just cause for termination of this Lease and eviction.

7. MANAGEMENT.

The Tenant is hereby notified that City of Watsonville, a municipal corporation is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact City of Watsonville, a municipal corporation at 275 Main Street, Suite 400, Watsonville, California 95076, 831-768-3010.

8. FURNISHINGS.

Landlord shall provide the building without any furniture, fixtures or equipment of any kind.

9. PETS.

No dogs, cats, birds, fish or other pets or animals shall be allowed in the Premises, even temporarily, except for Service Animal(s) as required by law. Strays shall not be kept or fed in or about the Premises.

10. KEYS.

Tenant will be given 2 key(s) to the Premises. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's written approval before installation. If written permission is given, Tenant shall provide Landlord with keys to any changed lock immediately up installation.

11. LOCKOUT.

If Tenant becomes locked out of the Premises, Tenant will be charged \$50.00 to regain entry.

12. STORAGE.

Tenant may store only personal property Tenant owns and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other dangerous material, or illegal substances.

13. ROOF.

Use of the roof by Tenant and/or guests is prohibited. No other use is permitted, including but not limited to, the placement of personal property.

14. MAINTENANCE.

Except in an emergency, all maintenance and repair requests shall be in writing and delivered to Landlord at the address for notices provided herein. A repair request will be deemed permission for the Landlord to enter the Premises to perform such maintenance or repairs in accordance with California Civil Code Section 1954 and herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

Tenant acknowledges that the Premises from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building and may inconvenience Tenant. Further, Tenant agrees, upon demand of Landlord, to temporarily vacate the Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work. Tenant further agrees to cooperate in any efforts undertaken by Landlord to rid the Premises of pests of any kind.

Tenant shall properly use, operate and safeguard Premises, including applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary, and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction, or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests, licensees or invitees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

15. UTILITIES AND SERVICES.

Tenant shall be financially responsible for: all utilities and related services incurred in connection with the Premises. Such utilities and related services shall include but not be limited to:

1. Potable water service
2. Solid Waste aka trash and recycling
3. Sewer service
4. Data services such as internet, video
5. Conventional telephone lines
6. Natural Gas

7. Electricity
8. Alarm Services
9. Fire Alarm

Tenant agrees to comply with any environmental, waste management, recycling, energy conservation, or water conservation programs implemented by Landlord.

Landlord shall not be liable to Tenant or to any other person in damages or otherwise, nor shall it be considered a default under this Lease for any interruption or reduction of utilities or services caused by someone other than Landlord, or by Landlord due to circumstances beyond Landlord's reasonable control.

16. TAXES.

Tenant will pay all fees, taxes, assessments and licenses levied, imposed or required by any governmental subdivision, body or authority on or in respect to any improvements or property placed on the Premises by Tenant or any person with its permission

1. Any business, activity or transaction conducted thereon by Tenant; and
2. City Business License

17. INSURANCE.

(a) During the rental term, Tenant, at Tenant's sole expense, shall secure and maintain in force such policies of insurance as will protect it from claims for damages or injury resulting from bodily injury, including death, and for the loss or damage to property of others which may arise from operations of this Lease. Such insurance shall contain statements that:

(b) these policies shall also apply to City, as an Additional Named Insured; (ii) the insurance afforded by these policies applies severally as to each insured, except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability, and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included; (iii) the insurance shall be primary insurance over any other insurance carried by City, which other insurance shall be considered excess only; (iv) the above policies specifically include coverage indemnifying City as set forth in this Lease; (v) the policies may not be canceled, nor the coverage reduced until thirty (30) days after a written notice of such cancellation or reduction in coverage is delivered to City at the address contained herein; (vi) the insurance companies named herein waive any all rights of subrogation against City. Such liability insurance shall be written with limits of at least One Million Dollars (\$1,000,000.00), per occurrence and shall be written by companies acceptable to City. The limit of liability insurance coverage shall be adjusted commensurate with inflation and other liability factors upon adoption of resolution of the City Council of City. Certificates of Insurance and endorsements evidencing the

above obligations shall be delivered to City on prior commencement of operations covered by this agreement.

(c) City, at Tenant's cost, shall cooperate fully with Tenant to maximize any recovery following an insured casualty. All policies of fire and extended coverage or other casualty insurance required by subparagraphs (e) and (f) below shall provide that proceeds there under shall be paid to City and Tenant as their interests may appear.

(d) All policies required to be maintained by Tenant pursuant to the terms of this Lease shall be issued by companies authorized to do business in the State of California with a financial rating of at least "A" in the most recent edition of Best Insurance Reports. Tenant shall pay premiums therefore and shall deliver annually to City Certificates of Insurance that such policies are in effect. If Tenant fails or refuses to procure or maintain the insurance coverage required hereunder, or fails or refuses to furnish City with proof that coverage has been procured and is in full force and paid for, City shall have the right, at City's election and without notice to Tenant, but without any obligation to do so, to procure and maintain such coverage. Tenant shall reimburse City on demand for any premiums City so pays in connection with such procurement.

(e) Fire Insurance: During the Lease Term, Tenant, at Tenant's sole expense, shall insure for fire and extended coverage risks of building, personal property, improvements, and alterations in, on, or about the Leased Premises. Such insurance shall be in an amount not less than eighty percent (80%) of insurable, full replacement cost of such building and improvements, and shall include vandalism and malicious mischief endorsements. Said fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. The CITY OF WATSONVILLE shall be named as additional insured in such policy or policies.

(f) Fire or Casualty:

(1) Destruction of Tenant Owned Building. In the event of extensive damage (greater than fifty percent (50%)) to or destruction of buildings or other improvements on the Leased Premises owned by Tenant as provided in Section 11 of this Lease ("Tenant Improvements"), Tenant shall determine whether to repair or replace the Tenant Improvements. If it is determined to repair or replace the Tenant Improvements, the proceeds of any insurance policy paid on account of such damage or destruction shall be used to defer the cost of repairing or replacing the Tenant Improvements. Tenant shall complete all repairs within a reasonable time. If it is determined not to repair or replace the Tenant Improvements, Tenant may terminate this Lease upon written notice to City within thirty (30) days of such damage or destruction. If Tenant terminates this Lease pursuant hereto, after deducting any proceeds payable to Tenant's lender pursuant to the following paragraph, the remaining proceeds of any insurance policy paid on account of such damage or destruction shall be distributed to City and Tenant pursuant to the following formula: City's share shall be the product of the amount of the remaining proceeds multiplied by a fraction, the

numerator which is the number of months since the commencement date of this Lease until the date of the casualty causing such damage or destruction, and the denominator of which is four hundred and twenty (420). Tenant's share shall be the excess of the remaining proceeds after subtracting the City's share. In the event of termination of the Lease pursuant to this Section 18 (f) (I), Tenant shall remove the Tenant Improvements and, restore the City owned building to its prior condition at Tenant's sole cost and expense prior to the date of termination of the Lease. All fire and extended coverage insurance policies insuring the Tenant Improvements may have a loss payable clause in favor of any lender of Tenant, including, but not limited to, any mortgagee of Tenant, as such lender's interest may appear.

(2) Destruction of City Owned Premises. If during the term of this Lease the City owned Premises, as provided in Section 1 of this Lease, shall be damaged or destroyed to the extent of fifty percent (50%) of its valuation or at a repair cost estimated by the City Building Official to exceed the sum of Twenty Five Thousand Dollars (\$25,000.00) by fire, the elements, or any other cause, then this Lease shall, at City's option, cease and become null and void from the date of such damage, or destruction, and Tenant shall immediately surrender the entire Premises to City. If the City owned Premises shall be damaged by fire, or other cause, so as to be capable of being repaired within a reasonable time, should the estimated time to repair damage exceed one hundred twenty (120) days, the Tenant may, at his option, terminate, this Lease. In such event both parties shall be released from further obligations under the terms of this Lease. .

(g) Workers' Compensation: Tenant, at Tenant's sole expense, must obtain and maintain workers' compensation insurance covering all its employees, and said insurance must be kept in force during the entire term of this Lease.

Notice: Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly, contingently or otherwise, affects or might affect either, and both shall have the right to participate in the defense of the same to the extent of its own interest.

18. HOLD HARMLESS AND INDEMNITY.

(a) Except for the sole negligent conduct of City, Tenant shall save, protect, indemnify, and hold harmless City, its elective and appointive boards, commissions, officers, agents, and employees from any and all claims, cost or liability of any kind allegedly suffered, incurred or threatened, including personal injury, death, property damage, inverse condemnation, or any combination of these, foreseeable or unforeseeable, arising directly or indirectly from or connected with any acts performed pursuant to this Lease, or any omission to perform, including, but not limited to, claims, costs or liability resulting from: (1) The conduct, negligent or otherwise, of Tenant, its subtenant(s), assignee(s), or any officer(s), agent(s) or employee(s) of one or more of

them; (2) The joint conduct of the City and Tenant, regardless of whether the City is concurrently, active or passively negligent or not negligent at all. The above promise and agreement in this section is not conditioned or dependent on whether Tenant or City has prepared, supplied or approved any plan(s) or specification(s) in connection with this Lease, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of City.

(b) Non-Liability of City for Damages. This Lease is made upon the express condition that City is to be free from all liability and claim for damages by reason of any injury to any person or persons including, Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any extension hereof or any occupancy hereunder, Tenant hereby covenanting and agreeing to indemnify and save harmless City from all liability, loss, cost, attorneys fees, and obligations on account of or arising out of any such injuries or losses however occurring at the leased premises.

19. NONDISCRIMINATION.

Tenant hereby covenants that Tenant in its use of the Premises and any and all structures, buildings and improvements located here on shall conduct the fixed base operation or any other activity hereafter authorized by the City on the Premises on a non-exclusive and nondiscriminatory basis in all respects with regard to any person, firm or group of persons. Tenant shall not act in any manner prohibited by Part 15 of the Federal Aviation Regulations and further agrees to be nondiscriminatory also with respect to price or cost of services or goods and in every other fashion.

20. DEFAULTS.

Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within 30 days after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

21. DESTRUCTION OR CONDEMNATION OF PREMISES.

If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days (60) after the occurrence of the

destruction, and if the cost of repair is less than \$5,000, Landlord shall repair the Premises. However, if the damage is not repairable within sixty days, or if the cost of repair is \$5,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

22. HABITABILITY.

Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed rent are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

23. CUMULATIVE RIGHTS.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

24. REMODELING OR STRUCTURAL IMPROVEMENTS.

Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

25. ACCESS BY LANDLORD TO PREMISES.

Landlord shall have the right to enter the Premises pursuant to California Civil Code Section 1954 and to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this Lease and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

26. INDEMNITY REGARDING USE OF PREMISES.

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's sole negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

27. DANGEROUS MATERIALS.

Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

28. ASBESTOS.

The Premises may contain asbestos or have original construction materials that contain asbestos. Damaging or disturbing the surface of asbestos-containing materials may increase the risk of exposure. Therefore, Tenant and Tenant's guests, contractors or invitees shall not allow any action which may, in any way, disturb asbestos-containing materials or any part of the premises that may contain asbestos or asbestos-containing materials. Tenant shall notify Landlord immediately if Tenant knows or suspects that an asbestos-containing material has been disturbed or if Tenant becomes aware of any asbestos-containing material that is showing signs of deterioration.

29. COMPLIANCE WITH REGULATIONS.

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the Premises or alterations of a structural nature.

30. MECHANICS LIENS.

Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are

necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

31. ASSIGNABILITY/SUBLETTING.

Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

32. INSPECTION OF PREMISES.

Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and finds the Premises to be satisfactory and in good working order. All plumbing, heating and electrical systems are operative and deemed satisfactory by Tenant if Landlord is not notified in writing to the contrary within 48 hours of occupancy of the Premises.

33. NUISANCE.

Tenant agrees not to commit, nor permit to be committed, any waste or nuisance, upon in or about the Premises, nor shall Tenant create or permit a substantial interference with the comfort, safety, or enjoyment of Landlord and other occupants of the property or their Agents, guests and/or invitees. Waste, nuisance, and substantial interference are substantial violations of a material term of the tenancy and constitute just cause for eviction.

34. NOTICE.

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

Landlord City of Watsonville City Clerk 275 Main Street, Suite 400 Watsonville, California 95076	Tenant Community Arts & Empowerment Attention: Kathleen Crocetti 240 Maple Ave. Watsonville, CA 95076
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Such addresses may be changed from time to time by either party by providing notice as set forth above.

35. GOVERNING LAW.

This Lease shall be construed in accordance with the laws of the State of California.

36. ENTIRE AGREEMENT/AMENDMENT.

This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

37. SEVERABILITY; WAIVER.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

38. BINDING EFFECT.

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

"City"
CITY OF WATSONVILLE,
a municipal corporation

"Tenant"

Community Arts & Empowerment

By: _____
Matthew D. Huffaker, City Manager

By: Kathleen Crocetti
Kathleen Crocetti/Executive Director

ATTEST:

By: _____
Beatriz Vásquez Flores, City Clerk

Muzzio Park Community Center Lease
June 2019

- 12 -

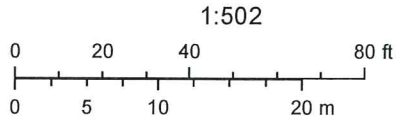
APPROVED AS TO FORM:

Alan J. Smith, City Attorney

Muzzio



May 31, 2019



County of Santa Cruz

EXHIBIT A

**City of Watsonville
City Manager's Department**

M E M O R A N D U M



DATE: June 20, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Tamara Vides, Deputy City Manager

SUBJECT: APPROVE A 3-YEAR AGREEMENT FOR WORKERS
COMPENSATION CLAIMS MANAGEMENT WITH LWP CLAIMS
SOLUTIONS, INC.

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION:

Approve a 3-year agreement for workers compensation claims management with LWP Claims Solutions, Inc. in an amount not to exceed \$158,916 in year 1, \$162,889 in year 2, \$166,961 in year 3 and provide the City Manager authority to negotiate a contract extension for year 4 not to exceed a 5% increase.

DISCUSSION:

The City is self-insured for liabilities arising from Workers Compensation and General Liability claims. As such, the City is a member of the "PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA" (PARSAC), a joint risk pool to help manage and provide financial stability to its claims management. The City of Watsonville and PARSAC for several years used YORK, Inc. for the administration of workers compensation claims. About three years ago, PARSAC migrated almost all their members to a new Worker's Compensation Claims Administrator, LWP Claims Solutions Inc. At that time, the City of Watsonville did not migrate its Workers Compensation Claims with the rest of the risk pool. LWP Claims Solutions, Inc. has demonstrated great results in the administration of pool claims. Their primary focus of LWP services is to provide the best physical care to return employees back to work as soon as possible. Allowing worker's compensation claims to extend longer than necessary are not only costly to the City but can result in additional injury to the City's employees.

LWP Claims Solutions, Inc. is an industry leader and respected for their focus on worker's compensation management. They have been in business since 1990 with offices in Sacramento, Glendale, and Walnut Creek.

The City of Watsonville and its employees will benefit from the services provided by LWP Claims Solutions and their hands on approach to manage, settle and close Claims and wishes to contract LWP for the future and ongoing administration of its claims.

It is recommended that the City Council Approve a 3-year agreement for workers compensation claims management with LWP Claims Solutions, Inc. in an amount not to exceed \$158,916 in year 1, \$162,889 in year 2, \$166,961 in year 3 and provide the City Manager authority to negotiate a contract extension for year 4 not to exceed a 5% increase. Addendum III of the Contract will be developed as the transition process between YORK and LWP takes place. It is recommended that the City Council authorize the City Manager to negotiate and finalize the terms of the Special Handling and Reporting Requirements on or before September 1, 2019.

STRATEGIC PLAN:

This action helps maintain the City's very limited staffing resources with more on duty time to focus on the priorities set by the City Council in the Strategic Plan.

FINANCIAL IMPACT:

The contract rate is \$158,916 for FY 19-20, \$162,889 for FY 20-21 and \$166,961 for FY 21-22.

The overall yearly rate will be allocated amongst all City funds based on employment costs (General Fund, Library, Water, Sewer, Garbage, Airport, etc).

ALTERNATIVES:

The City Council could decide not to migrate the claim administration to LWP and maintain its contract with YORK.

ATTACHMENTS: None.

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A THREE-YEAR AGREEMENT FOR WORKERS COMPENSATION CLAIMS MANAGEMENT BETWEEN THE CITY OF WATSONVILLE AND LWP CLAIMS SOLUTIONS, INC., A CORPORATION, IN AN AMOUNT NOT TO EXCEED \$158,916, IN YEAR ONE; \$162,889 IN YEAR TWO, \$166,961 IN YEAR THREE; AND AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT EXTENSION FOR YEAR FOUR INCREASING NOT MORE THAN 5%; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

1. That the three-year Agreement for workers compensation claims management between the City of Watsonville and LWP Claims Solutions, Inc., a corporation, in an amount not to exceed \$158,916, in year one, \$162,889 in year two, and \$166,961 in year three, attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to negotiate a contract extension for year four increasing not more than 5%.

3. That the City Manager is authorized to amend the Addenda depending on LWP's risk analysis.

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

CLAIMS SERVICING AGREEMENT

THIS AGREEMENT is made effective on the first day of September 2019, by and between LWP Claims Solutions, Inc., a California Corporation ("Claims Administrator"), and the City of Watsonville ("Client").

WHEREAS, Client would like to retain Claims Administrator to perform certain claims adjustment services on its behalf in connection with claims filed for workers' compensation benefits by Client's employees; and,

WHEREAS, Claims Administrator is in the business of providing claims adjusting and management services and agrees to perform such services under the conditions recited herein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1 - TERM

The term of this Agreement shall commence at 12:01 a.m. on the date first above recited and shall remain in effect until August 30, 2022.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

2.1. "Allocated Loss Adjustment Expenses": are defined as and include all out-of-pocket expense items pertaining to specific files, such as attorney's fees, medical fee review charges, expert witness fees, fees for independent medical examinations, witnesses' travel expense, extraordinary travel expense incurred by claims administrator at the request of Client, court reporters' fees, transcript fees, the cost of obtaining public records and other similar fees, costs or expenses associated with the investigation, negotiation, settlement or defense of any claim or as required for investigation and pursuit of subrogation on behalf of the Client. Allocated loss adjustment expenses shall be subject to and conformance with all applicable state statutes, laws and regulations.

2.2. "Claim": Any demand for the payment of money arising from an incident or report of an incident occurring during the term of this Agreement which alleges or results in injury, damage or loss, which could give rise to a demand for the payment of money, in connection with coverage under the applicable Workers' Compensation statute.

2.3. "Client": City of Watsonville

2.4. "Indemnity Claim": Any alleged work-related claim for which any of the following claimed:

(a) Temporary Disability

- (b) Permanent Disability
- (c) Vocational Rehabilitation
- (d) Life Pension
- (e) Death

2.5 "Medical Only": Any alleged work-related injury or illness for which medical treatment is sought, the claimant is not hospitalized, temporary disability does not exceed the waiting period as defined by the Workers' Compensation Laws of California, and no other Indemnity benefits are claimed.

ARTICLE 3 – ADMINISTRATOR DUTIES AND SERVICES

Subject to all other terms and conditions of this Agreement, Claims Administrator shall provide the following services:

3.1. Develop procedures, forms, instructions, schedules and other materials related to claim management, including a procedure manual for The City of Watsonville's use, within thirty (30) days of the effective date of this Agreement and update such materials as needed.

3.2. Contact each claimant, physician or treating facility, defense and claimant's counsel of the change in administrator -no later than 30 days after date of first handling.

3.3. Provide claim reporting kits including, but not limited to, claim and accident report forms, required notices, and procedural instructions to The City of Watsonville on or before the effective date of this Agreement, and as needed thereafter.

3.4. Provide group education for the City of Watsonville regarding claim management as requested.

3.5. Assist the City of Watsonville in the development of directives, notices, and other program communication to employees as requested.

3.6. Provide all forms and supplies necessary for the efficient operation of the Workers' Compensation insurance program, including customized benefit checks bearing the City of Watsonville's name and logo, and to prepare all legally required forms and documents including but not limited to, 1099 reports to the I.R.S. and any and all other documents and reports now or in the future required by the state or federal government or any other agency associated with the City of Watsonville's Workers' Compensation program.

3.7. Provide training in workers' compensation laws, claims reporting and procedures, claims systems procedures, and orientation meetings for the City of Watsonville as requested.

3.8. Provide the City of Watsonville with information on changes or proposed changes in rules and legislation affecting the City of Watsonville's self-insured program.

3.9. Provide that the examiner(s) or other personnel are available to attend regularly scheduled Board meetings to report on the state of the program and on particular cases of interest as requested by the client.

3.10. Prepare and provide the City of Watsonville with the OSHA 300 and OSHA 300A reports; prepare and provide the City of Watsonville with the Public Self-Insurance Annual Report; prepare charts and graphs, as requested; perform statistical analysis of claim frequency and severity, loss trends, etc.

3.11. Examiners shall make an initial visit, as directed by the City of Watsonville, to introduce LWP services. At the City of Watsonville's request, examiners shall also provide on-site file review at least once per program year, and quarterly telephonic file reviews as requested.

3.12. Claim Adjustment: Review and conduct investigations of claims reported; secure claims-related services on behalf of Client; attempt to settle claims in consultation with Client.

3.13. Claim Payment: Pay Claim payments, medical expenses, Allocated Loss Adjustment Expenses and Claim settlements as authorized by Client.

3.14. Risk Data Management: Collect, process, and store reports containing risk data on Claims handled by Claims Administrator pursuant to this Agreement. Such reports shall be in a format as mutually agreed by the parties hereto and shall be forwarded as directed by the Client.

ARTICLE 4 – STAFFING ADEQUACY AND PERFORMANCE

4.1. Administrator shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Administrator represents and maintains that it is skilled in the professional calling necessary to perform the Services. Administrator warrants that all employees shall have sufficient skill and experience to perform the Services assigned to them. Finally, Administrator represents that it and its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

4.2. Administrator's policy is to assure that adequate staff is maintained to adjudicate claims in a timely and efficient manner; therefore, only competent personnel will service the City of Watsonville account and failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The claims examiners will only handle the City of Watsonville claims and will not provide temporary coverage for other examiners handling non-City of Watsonville claims. The claims supervisor will be responsible for supervising and regularly reviewing the work product of the examiner. The supervisor shall review at least twenty-five percent (25%) of the examiner's caseload each month to ensure performance standards are being met as per this Agreement. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of \$50,000 and all problem/high visibility cases.

4.3. Administrator shall maintain, at all times, a dedicated examiner, supervisor, manager or Vice President of Claims, to be available through a 24-hour emergency telephone number.

4.4. Administrator hereby certifies to the City of Watsonville that the claims examiners handling the City of Watsonville account have received continuing education training during the

preceding year and shall continue to receive such continuing education training for the duration of this Agreement.

4.5. Any personnel who fail or refuse to perform the Services in the manner acceptable to the City of Watsonville, or who are determined by the City of Watsonville to be uncooperative, incompetent, or a threat to the adequate or timely completion of the Services, shall be promptly removed from performing the Service by Administrator at the request of the City of Watsonville.

4.6. Client and Administrator shall work collaboratively to hire and select examiners handling the City of Watsonville claims. If an interim or "floater" examiner is necessary due to resignation, termination, extended leave of absence, Administrator shall assign a qualified examiner on an interim basis.

ARTICLE 5 – ADMINISTRATION OF CLAIMS

Administrator agrees to administer all claims in accordance with the City of Watsonville's TPA Guidelines (Attachment III).

5.1. Establish and maintain a claim file, with a diary date not to exceed thirty (30) days, on each active claim upon which indemnity benefits are being paid; A diary system not to exceed sixty (60) days on all other open, active Indemnity claims; and a supervisory review diary not to exceed one-hundred-twenty (120) days, or more often when needed.

5.2. Manage timely receipt of all pertinent claim information from the City of Watsonville.

5.3. Determine, on behalf of the City of Watsonville for each reported employee injury or illness, those benefits, if any that should be paid or rendered under the California Workers' Compensation Laws. Such determination shall include an estimate of future claim payment. Retain outside services with prior approval of the City of Watsonville, for the investigation and management of the claims. Outside services include but are not limited to:

- (a) AOE/COE Investigators
- (b) Activities Check/Sub-rosa Investigator;
- (c) Medical Case Management and Rehabilitation Nurses/Consultants
- (d) Subrogation Investigators and Experts

5.4. Exhibit in each Indemnity claim file good faith efforts to contact all injured workers by telephone within at least twenty-four hours of receipt of claim, and in no event any later than forty-eight hours of receipt of claim, excluding weekends and holidays. Establish phone contact with the City of Watsonville for initial discussion of claims, as needed, within three (3) working days of receipt of claim.

5.5. Initiate investigations, subject to approval by the City of Watsonville, to determine compensability of reported and actual claim status. The City of Watsonville shall have prior approval of the selection of any investigator used to investigate the City of Watsonville claims of industrial injury or illness. Take necessary statements and investigate facts of the case within thirty (30) days receipt of claim, when warranted. Administrator shall timely consult with the City of Watsonville prior to all claim denials and delays Administrator shall not have authority to delay or deny claims.

5.6. Prepare documentation of cases for litigation and continue to monitor legal counsel representing the City of Watsonville in legal action(s) and assist counsel as necessary in preparation of litigation. The City of Watsonville shall select and approve counsel prior to each referral. In addition, Administrator shall promptly provide the City of Watsonville with copies of all correspondence generated on those claim files which are litigated and shall immediately notify the City of Watsonville in writing and shall keep the City of Watsonville closely informed on those claims involving allegations of Serious and Willful Misconduct or alleged violation(s) of California Labor Code Section 132(a). At time of case referral to defense counsel, Administrator shall prepare a letter of direction to defense counsel outlining work to be done, by whom, and in what time frame. All assignments, instructions and communication with defense counsel must be documented in the claim file and computer note pads. Administrator shall manage defense counsel on an ongoing basis and obtain status reports as appropriate. Administrator shall actively manage litigated files and shall not require defense counsel to perform activities which can be accomplished effectively by claims staff. Examples of required examiner activity on litigated files include by are not limited to:

- (a) Scheduling medical appointments
- (b) Writing cover letters to doctors
- (c) Subpoenaing medical records
- (d) Answering applications
- (e) Filing and serving requisite documents

Administrator shall obtain defense counsels' written evaluation within sixty (60) days of submission, including evaluation of liability, verdict potential, settlement value, case strategy, and budget.

5.7. Disburse payment on behalf of the City of Watsonville out of the bank trust account, all "Allocated Loss Expenses", which is defined to include all costs incurred on behalf of the City of Watsonville specifically related to an individual claim, including but not limited to, attorneys, independent adjusters or investigators, expert witnesses, copying records or transcripts, court costs or Appeals Board fees or other costs deemed proper and necessary to represent Employer.

5.8. Examine on behalf of the City of Watsonville all reports of industrial injury or illness relating to employees or former employees and reported to Administrator and to conduct investigations on such cases by Administrator's salaried employees as in Administrator's judgment is deemed necessary.

5.9. Pay compensation, medical expense, "Allocated Loss Expense", and all other benefits as prescribed by law out of funds provided by the City of Watsonville. Payments made by Administrator without the City of Watsonville's approval, where approval is required elsewhere in this Agreement, shall be the responsibility of the Administrator.

5.10. Maintain a claim file on each reported claim which shall be available to the City of Watsonville at all times for inspection and to conduct, at a time and frequency to be determined by the City of Watsonville, claim file reviews with the City of Watsonville at either the City of Watsonville's or Administrator's offices.

5.11. Subscribe on the City of Watsonville's behalf, enrollment in the Index Bureau System and to report to the Index Bureau on each and every Indemnity Claim. The cost of Index Filings will

be allocated to each individual claim file.

5.12. Create, reserve, and enter required claim data into Administrator's computer system within five (5) working days of receipt of notice of claim from Employer. Enter all payments, reserved revisions, and file closings into the information system within three (3) working days. Administrator will discuss reserve changes above \$10,000 with Client.

5.13. Review the City of Watsonville's medical bills and other medical charges and treatment relating to Employer's claims of industrial injury or illness, for causal relationship to all claims of injuries/illness, and reasonableness of treatment prior to payment. Solicit all medical bills, medical reports and records, and documentation of alleged wage loss prior to settlement negotiations.

5.14. Make all disability payments and send all notices in a timely manner, abiding by all applicable provisions of the California Labor Code and California Workers' Compensation Laws, Rules and Regulations.

5.15. Make payments of bills within thirty (30) days of receipt, and assure timely review and payment of all medical bills in accordance with statutory deadlines and requirements.

5.16. Acknowledge to the City of Watsonville all claims reported to Administrator within three (3) working days of receipt of the notice of claim and to notify the City of Watsonville and injured workers within five (5) working days of the notice of claim to Employer, whether the claim has been accepted, delayed for further investigation, or denied.

5.17. Recognize and where appropriate investigate all subrogation and/or contribution possibilities, preserving evidence and utilizing appropriate investigators and experts, as needed, after first obtaining the City of Watsonville's permission to engage such investigators/experts. As respects subrogation and contribution cases, any compromise settlements or lien reductions will be discussed with the City of Watsonville.

ARTICLE 6 – RELEVANCY OF MEDICAL TREATMENT

Administrator agrees to monitor relevancy of medical treatment by the following:

6.1. Maintain continual contact with medical practitioners in order to monitor claimant treatment process and a timely return to work. Administrator shall make a good faith effort to establish contact with attending physician within twenty-four (24) hours of receipt of injury report and shall make contact with attending physician's office within forty-eight (48) hours of receipt of injury report and shall document such contact in the claim file.

6.2. If applicable, review and discuss Vocational Rehabilitation Program(s) with the City of Watsonville prior to its initiation for an individual claimant.

6.3. If applicable, monitor individual vocational rehabilitation programs to determine appropriateness and progress.

ARTICLE 7 - RECORD KEEPING AND REPORTING

Administrator agrees to the following record keeping and reporting requirements:

- 7.1. Provide the City of Watsonville with monthly reports consisting of:
- 7.2. Weekly Check Registers including all claim disbursements made on behalf of Employer.
- 7.3. Monthly reconciliation of trust account.
- 7.4. Computerized loss reports in an acceptable format as mutually agreed upon at the effective date of this Agreement, showing descriptive data, details of each month's payments, total payments, reserves and total experience and incurred loss values for each claim.
- 7.5. Any and all other reports as required by the City of Watsonville.
- 7.6. Provide oral claims reports on demand, special specific-focus loss run reports within twenty-four (24) hours and larger or major computer analysis reports within seven (7) working days, excluding weekends and holidays. It is further agreed and understood that should the City of Watsonville require that Administrator prepare special reports, new reports, or data feeds which require additional programming costs there may be an additional charge for said reports.
- 7.7. Maintain all records and statistical data on each employee claim of injury or illness, including, but not limited to, a record of each denial, delay, litigated claim and loss, which records and data shall be available upon request by the City of Watsonville. The City of Watsonville, at its discretion, may audit all records maintained by Administrator including, but not limited to, all payments made on behalf of the City of Watsonville. Such audit may incorporate random sampling or other audit procedures suitable to the City of Watsonville.
- 7.8. Prepare and submit Federal Information Return (Form 1099) by statutory deadline for applicable payments made by Administrator on PARSAC's behalf, during the term of this Agreement and as specified under Section 1.02. (e) of this Agreement.
- 7.9. Prepare all other reports as necessary to remain in compliance with all Workers' Compensation Laws and other state and federal laws, rules and regulations.
- 7.10. Provide report to the City of Watsonville Accounting Department all payments when made and any other information necessary for the City of Watsonville to adequately fund the bank trust account. All such payments shall be supported with check payment detail and weekly summary report showing all payees, payment amounts and dates of payment. Administrator shall reconcile the trust account monthly.
- 7.11. Provide for the City of Watsonville the ability to be on-line with Administrator's computer system. This system will provide the City of Watsonville with all financial and statistical data relating to Employers' workers' compensation claims, together with narrative topical "notepad" reports, on each individual claim. This system will also include the ability to electronically transmit 5020's (Employer's First Report of Industrial Injury/Illness); OSHA Log generation; and complete report generation capabilities.

ARTICLE 8 – THE CITY OF WATSONVILLE DUTIES

The City of Watsonville agrees to perform as follows:

8.1. Promptly report to Administrator as they shall occur and become known to the City of Watsonville, employee claims of occupational injury, disease, illness, or death.

8.2. Promptly forward to Administrator all applications, notices of claims, notices of hearings or other legal notices pertaining to claims against the City of Watsonville for occupational injury, disease, illness, or death, and all other correspondence or information received by the City of Watsonville which is or could be relevant to the efficient and proper handling of any reported claim of industrial injury, disease, illness, or death.

8.3. Provide Administrator with all necessary data required for Administrator to perform under this Agreement and cooperate fully with Administrator in the performance of this Agreement.

8.4. Make available to Administrator funds for the payment of benefits or services to or for occupational injury, disease, illness, death, or vocational rehabilitation and medical treatment of employees of Employers, or their dependents in the event of death, and "Allocated Loss Expense". Administrator shall administer said funds in accordance with the terms of this Agreement as Trustee of the City of Watsonville.

(a) Trust Account. The City of Watsonville agrees to maintain, fund and replenish an account at a financial institution agreed upon by the City of Watsonville and Administrator for the purpose of paying benefits to workers or care providers and to pay Allocated Loss Adjustment Expenses. All funds in the Trust Account belong to the City of Watsonville. Administrator shall have authority to write checks on the Trust Account. Administrator shall have authority to pay allocated Loss Adjustment Expenses from the Trust Account to vendors. Administrator shall provide the City of Watsonville with weekly detailed accountings of the expenditures from the Trust Account, and reconcile the account at the direction of the City of Watsonville accountant.

8.5. Pay promptly to Administrator the service fees as prescribed and included in this Agreement. The Service Fees are not included in and do not include "Allocated Loss Expenses"

ARTICLE 9 – ELECTRONIC CLAIM FILES, STORAGE, AND TRANSFER OF FILES

9.1. Files: Administrator shall record and maintain an electronic file of all industrial injuries reported. Files may be maintained electronically, in hard copy, or in other media, at Administrator's discretion. Such files shall be made available to the City of Watsonville or its designated representatives for inspection upon request.

All claim files, records, reports and other documents pertaining to employee claims shall be and remain the property of the City of Watsonville without restriction or limitation upon their use, and the City of Watsonville may audit or inspect the files at any time during normal business hours.

9.2. Transfer of Electronic Files: Administrator will provide Employer's files to the City of Watsonville or an entity designated by the City of Watsonville, within 30 business days of the agreed upon transfer date of the files to the new Administrator. The electronic files will be in the electronic

form used by Administrator to provide the services to the City of Watsonville under this Agreement. The City of Watsonville may request that the files be provided in a different format or that the hard copies of the files be provided to it, provided that the City of Watsonville pays Administrator for all costs associated with such request. Notwithstanding the foregoing, Administrator will not be obligated to provide the files to the City of Watsonville, or an entity designated by the City of Watsonville, unless the City of Watsonville has paid Administrator for all amounts owed pursuant to the Agreement. The City of Watsonville agrees to comply, and to require any recipient of the files designated by it to comply, with all applicable laws and regulations relating to the storage, transmission, use and confidentiality of the files and to hold Administrator harmless in relation thereto.

9.3. Copies of Files: Administrator may, at its discretion keep a copy of Employers' files if it deems it necessary to comply with or defend itself in relation to any obligation or rights that it has under this Agreement, applicable laws or regulations.

ARTICLE 10 – FINES, PENALTIES AND STANDARDS

All services as described in this Agreement shall be performed in accordance with all applicable laws, rules and regulations of any and all governmental authorities and applicable standards, and specifically performed in accordance with all applicable Workers' Compensation Laws of the State of California.

10.1. Administrator and The City Of Watsonville acknowledge the obligations and penalties contained in the California Workers' Compensation Reform Act of 1989 that may be imposed on both employers and claim administrators and agree to the following:

10.2. Penalties for errors or omissions caused by the City of Watsonville failure to act or timely report claims or issues to Administrator that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of the City of Watsonville. Penalties for errors or omissions caused by Administrator's performance of services under this Agreement that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Administrator.

10.3. Administrator shall provide the City of Watsonville with a quarterly accounting of penalties paid by Administrator on behalf of the City of Watsonville including a description and detailed listing of each penalty payment and the specific claim file to which the penalty payment was charged. Penalties, which are computed by Administrator, shall be paid out of the City of Watsonville's benefit account and Administrator shall then reimburse the City of Watsonville quarterly for those penalties, which are the responsibility of Administrator under the terms and conditions of this Agreement, with pro-rated interest at the prevailing prime interest rate.

10.4. Without limiting the provisions set forth in the above two paragraphs it is agreed that upon receipt by Administrator of a notice of claim from the City of Watsonville, upon which indemnity benefits shall be paid or notice given promptly to the employee in order to avoid late payment or notice of benefit penalties, Administrator shall have **ten working days** (excluding weekends and holidays) from the date of receipt of the claim from the City of Watsonville, to investigate and pay the temporary disability or send the required wage continuation notice, and that failure on the part of Administrator to do so within this time frame shall be the financial responsibility

of Administrator for any fine imposed for late notice or payment of benefits. Any fines or penalties for late payment or notice of benefits on claims, which are received from the City of Watsonville by Administrator on or, after the **ninth day** following the date Employer knew or should have known about the claim(s) shall be the responsibility of the City of Watsonville.

10.5. Administrator will be responsible for any fines or penalties associated with questionable or controverted claims which Administrator denies without first consulting and obtaining approval by the City of Watsonville for denial of the claim(s) Administrator will not be responsible for any fines or penalties levied by the Division of Workers' Compensation or any other judicial or quasi-judicial organization for improper denial of a claim(s) if, over the written objections of Administrator, Administrator has denied said claim(s) at the express written direction of the City of Watsonville.

10.6. Any controversy between the parties to this Agreement involving the construction or application of the terms, provisions, or conditions of this Agreement relating to the payment of penalties or fines shall be submitted to arbitration upon the written request of one party, after service of that request upon the other party.

10.7. Arbitration and controversies relating to the payment of penalties or fines under this Agreement shall comply with and be governed by the provisions of the California Arbitration Act, as set forth at sections 1280 et. seq. of the California Code of Civil Procedure.

10.8. Failing informal efforts between the parties to this Agreement to resolve disputes regarding the payment of penalties or fines, each party shall appoint one person to hear and resolve the dispute. These arbitrators, one appointed by each party, shall be known for the purposes of this Agreement as *initial arbitrators*. If the *initial arbitrators* are unable to agree on a resolution of the dispute they shall then choose a third independent and impartial arbitrator whose decision shall be final and conclusive on both parties.

10.9. If a dispute or arbitration under this Agreement is pending at a time when payment of the disputed penalty(s) or fine(s) is either statutorily mandated or when failure to effect payment will result in an increase in the fine or penalty, or an additional fine or penalty, each party shall bear liability for one-half of the penalty(s) or fine(s) in dispute until such time as the arbitration is concluded and liability for payment of the fine or penalty is finally determined. Once determined, the party adjudged to be liable for the penalty(s) or fine(s) shall reimburse the non-labile party for any portion of the penalty(s) or fine(s) the non-labile party may have paid during the pendency of the arbitration.

ARTICLE 11 – EXCESS COVERAGE OR OTHER INSURANCE

Administrator, as a part of the regular claims administration process, shall comply with the reporting provisions, guidelines, and requirements imposed by the City of Watsonville Excess Workers' Compensation Insurance Carrier(s) and other carriers that may be involved in the administration of the the City of Watsonville Workers' Compensation Program.

ARTICLE 12 – MATERIAL CHANGE

12.1. In the event of material change to the City of Watsonville's operations, Section II, "Service Fees", to this Agreement shall be subject to renegotiation. "Material Change" shall be defined as the acquisition, merger, or divestiture the City of Watsonville's of or with another company or business entity, the creation of new business operations not directly related to the City of Watsonville's current California operations, or the elimination of business operations within the State of California, which could result in a materially significant increase or decrease in employee population and workers' compensation claims filed in the State of California.

ARTICLE 13 - CLAIMS FUNDING ACCOUNT

Client agrees to establish and maintain a claims funding account as described in Addendum II. Addendum II shall also include the check signature authority of the Claims Administrator for the claims funding account.

ARTICLE 14 - PROPRIETARY RIGHTS

Claims Administrator and Client shall each retain all title, copyright, and other proprietary rights to their respective materials and systems utilized in the performance of services under this Agreement, including, without limitation, computer programs, computer equipment, products, software, designs, modules, formats, risk data record formats, procedures, documentation and internal reports developed or owned by them.

ARTICLE 15 - RELATIONSHIP OF PARTIES AND THIRD PARTIES

15.1. Claims Administrator, at all times, shall be an independent contractor, and employees of Claims Administrator shall in no event be considered employees of Client.

15.2. Claims Administrator may retain third parties ("Vendor(s)"), including designated managed care services, investigative services and lawyers, as appropriate, to perform claims-related services in connection with the adjustment of any claim referred to Claims Administrator under this Agreement with the approval of Client.

ARTICLE 16 - COMPENSATION

Client shall compensate Claims Administrator for services rendered in accordance with the Fee Schedule attached hereto as Addendum I.

ARTICLE 17 - TERMINATION

17.1. This Agreement may be terminated by Client as follows:

- (a) Upon 10 days prior written notice in the event of a material breach of this Agreement by Claims Administrator that is not cured within thirty (30) days

after receipt of notice of such breach.

- (b) Immediately upon written notice in the event of fraud, gross or willful misconduct by Claims Administrator.
- (c) For any reason with written 90 days notice to claims administrator.

17.2. This Agreement may be terminated by Claims Administrator as follows:

- (a) Upon 10 days prior written notice to Client in the event of a material breach in this Agreement by Client that is not cured within thirty (30) days after receipt of notice of such breach.
- (b) Immediately upon written notice in the event of fraud, gross or willful misconduct by Client or the entry of any insolvency, liquidation, conservation or rehabilitation order by a court against Client.
- (c) Immediately upon written notice in the event of the Client's failure to fund the claims funding account to make claims related payments (i.e. settlement, medical expense, ALAE etc.) as described in Addendum II.

17.3. In the event this Agreement is terminated pursuant to Section 9.1 (a) above, Claims Administrator shall return all claim files to Client unless Client elects to have LWP continue to assume responsibility for handling said claims, for a fee agreed upon by LWP and Client. The provisions of this Agreement shall continue to apply to the extent needed for all obligations and liabilities incurred by each party hereunder prior to such termination to be fully performed and discharged by such parties. In the event this Agreement is terminated pursuant to any other provisions of Sections 9.1 or 9.2, it shall terminate on a cut-off basis and Claims Administrator shall have neither the right nor the obligation to continue to administer claims. In the event this Agreement is terminated for any reason other than pursuant to Section 9.1 (b), Client shall not receive a refund or proration of claim administrator's fees for any open claims for which Claims Administrator was compensated.

17.4. In the event of a termination of this Agreement, Client shall have the continuing right to take immediate possession of all claims files and other records relating to such claims for which Claims Administrator does not have any further obligations pursuant to this Agreement. In the event Client takes over handling of any or all outstanding claims after termination, Claims Administrator agrees to cooperate with and instruct its employees to cooperate with Client in connection with the Client's handling of such claims.

17.5. As soon as practicable after the termination of this Agreement, Claims Administrator shall furnish Client with a final reconciliation of Client's funds in the Account, and any payment shown to be due will be made by the responsible party within 30 days of the date of such reconciliation.

17.6. If agreement is terminated for any reason, LWP shall return all data and materials to

the City, and shall fully cooperate with any new administrator selected by the City.

ARTICLE 18 - AUDIT RIGHTS

Upon reasonable notice, Claims Administrator shall permit authorized employees and representatives of Client to audit the claims handling of Claims Administrator, both at its places of business and in the field, in order to evaluate the quality and accuracy of Claims Administrator's employees and operations.

ARTICLE 19 - INDEMNITY AND INSURANCE

19.1. Neither party shall assign this Agreement or any part hereof without the written consent of the other party.

19.2. Hold Harmless and Indemnity: Administrator hereby agrees to and shall indemnify, defend and hold the City of Watsonville, their officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, and from any liability or claims for fines or penalties, to the extent attributable to the negligent acts, errors or omissions in performance of professional services under this Agreement by Administrator or Administrator's contractors, subcontractors, agents or employees' operations under this Agreement, including but not limited to data reporting for eligible individuals to the Centers for Medicare & Medicaid Services ("CMS") under Section 111 of the Medicare Secondary Payer Act ("SCHIP"). Administrator's indemnification obligations shall be subject to the indemnified party timely notifying the indemnifying party of any such claim, so as to avoid prejudicial delay. The City of Watsonville shall cooperate reasonably in the defense of any action, and Administrator shall employ competent counsel, reasonably acceptable to the City of Watsonville.

- (a) In the event the City of Watsonville directs Administrator to follow a specific request of the City of Watsonville in the handling of any claim adjustment, the City of Watsonville agrees to hold Administrator harmless from any loss, cost or expense should a claim or lawsuit thereafter be filed involving Administrator, related to the specific direction provided by the City of Watsonville. This Agreement is not intended to hold Administrator harmless for any independent negligence of Administrator in any matter arising from this Agreement.
- (b) The City of Watsonville shall not be liable to Administrator for personal injury of employees or property damage sustained by Administrator in the performance of the services specified in this Agreement.

19.3. Insurance:

- (a) Claims Administrator agrees to indemnify, defend and hold harmless Client and its affiliates, officers, directors, agents and employees from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, arising from or caused by any act or omission, tortious or otherwise, of Claims Administrator or its officers, agents or employees unless such act

or omission was undertaken at the direction of or with the consent of Client.

- (b) Client agrees to indemnify, defend and hold harmless Claims Administrator and its affiliates, officers, directors, agents and employees from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, arising from or caused by any act or omission, tortious or otherwise, of Client or its officers, agents or employees.
- (c) Claims Administrator shall, at all times while obligations under this Agreement remain to be performed by Claims Administrator, maintain in force such insurance as are normal and customary or required by law to protect itself and its clients including, as a minimum:
 - Workers' Compensation Insurance under the laws of the states in which operations are conducted;
 - Comprehensive General Liability Insurance with limits of not less than \$1 million including contractual liability and personal injury for libel, slander and assault insuring this Agreement and naming the Client as additional insureds (with any per occurrence deductible not to exceed \$50,000);
 - An Errors and Omissions policy providing coverage in the amount of not less than \$1,000,000 with a per occurrence deductible not to exceed \$50,000; and,
 - A Fidelity bond or insurance providing coverage for all officers and other employees of Claims Administrator (including "money and securities" coverage) in the amount not less than \$1 million, with a deductible not to exceed \$50,000.

ARTICLE 20 - GENERAL PROVISIONS

20.1 This Agreement sets forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20.2 Except as otherwise provided herein, the provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

20.3. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of laws provisions thereof. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction, the other provisions of this Agreement shall remain in full force and effect in

that jurisdiction and, to the extent permitted by applicable law, shall be construed in order to effectuate the purpose and intent of this Agreement.

20.4. Each notice or other communication referred to in this Agreement shall be given in writing by personal delivery, by a nationwide overnight service such as Fedex, by Messenger, or by United States certified mail, return receipt requested, postage prepaid at the designated address set forth below or at such other address as such party, by notice to the other party, may designate from time to time:

If to Client:

Matt Huffaker
City Manager
City of Watsonville
275 Main Street, Suite 400
Watsonville, CA 95076

If to Claims Administrator:

Judy Adlam
President and CEO
LWP Claims Solutions, Inc
35 Miller Ave #214
Mill Valley, CA 94941

In Witness whereof, the parties hereto have caused this agreement to be executed in duplicate by authorized representatives on the dates hereinafter appearing.

LWP Claims Solutions, Inc.

City of Watsonville

BY : Judy Adlam
TITLE : Judy Adlam
President & CEO
DATE : 6-20-19

BY : _____
TITLE : Matt Huffaker
City Manager
DATE : _____

ADDENDUM I

FEE SCHEDULE

1. In consideration of the services to be provided hereunder, Client agrees to pay Claims Administrator service fees as follows:

Life of Contract - Bundled Claims Administration and Managed Care

	Annual Fee	Billed Monthly
Year 1	\$158,916	\$13,243
Year 2	\$162,889	\$13,574
Year 3	\$166,961	\$13,913

Assumptions

- Designated Staff
- Based on takeover volume of 69 Indemnity, 43 Future Med and 12 Medical Only claims. Should the takeover volume (including claims reopened within 60 days of intake) change by

more than 10 claims, either increased or decreased, the price would be adjusted by the percentage of overage/underage

Services Included in Claims Administration Fee

Claims Administration	Designated Account Manager
Claim Review Meetings	Litigation Management
Swat Team Claim Intake	Reporting to Excess Carriers
Preparation of SIP Reports	

Additional Services

Annual Administration Fee	\$2,500
Bank Charges (one Account)	Included
Storage Fees	Included
On-Line 5020 Reporting	Included
Loss Reports	Included
On-Line System Access (up to 4 users)	Included - \$250 per year / per additional user
Trust Accounting	Included
Preparation and filing of 1099's	Included
Data Intake Fee (one-time fee)	\$5,000

Managed Care Programs

Bill Review	Fee
Standard Medical Bill Review Fee Schedule Reductions	\$8.50 per bill plus PPO Reduction
Inpatient hospital and Ambulatory Surgery Center	\$300 per bill plus PPO Reduction if original charges are greater than \$300
PPO Reduction	24% of PPO Savings below Fee Schedule
Bills not subject to Fee Schedule	24% of Reduction

Pharmacy Network Access	(bill review charges do not apply)
Pharmacy Benefit Network	\$4 per bill network access fee

File Indexing

Index and OFAC Reporting (ISO Fee passed through)	\$10.40 per report
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Rate adjusted annually

EDI Reporting (FROI/SROI)	\$2 per report
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Case Management

Telephonic Case Management	\$102 per hour
Field Case Management	\$108 per hour + incidentals (including mileage, phone, tolls, parking, etc.)

Utilization Review

Tier 1 - Nurse Review	\$110 Flat Fee
<i>Includes 3 medical request in a single review, set up, phone calls to physician, email notices to adjuster and letters to all parties including network providers. Fee applies to reviews approved by nurse or escalated to physician.</i>	
Tier 2 - Physician Review	\$235 plus nurse charge
<i>Includes 3 medical request in a single review.</i>	
Pharmacy Review	\$385 plus nurse charge
<i>Includes unlimited medical request in a single review.</i>	

Medical Provider Network Access (LWP Network)

PPO fee for savings below fee schedule and negotiations	24%
<i>There is no separate charge for medical provider access to LWP's proprietary network. Percentage of savings below fee schedule is the only charge.</i>	

Specialized Network Access (bill review charges do not apply)

Durable Medical Goods	\$4 per bill network access fee
Expedited Diagnostic Testing	\$4 per bill network access fee
Physical Therapy Network	\$4 per bill network access fee

These charges apply only if LWP's programs are utilized.

Investigation

Field Investigation	\$86 per hour
SIU related work	\$96 per hour

LWP makes every effort not to change pricing. Pricing guarantee for 18 months with exception of Index passthrough. Price subject to increase thereafter with advance notice.

SPHERE Solutions is a division of LWP Claims Solutions, Inc. Ancillary services pricing includes LWP's program management as well as charges for services provided directly by LWP, or by partners selected by LWP. Fees and/or vendor partners are subject to change with prior notice.

Claim costs allocated to loss:

Indemnity	Death Benefits
Indemnity	Permanent Disability
Indemnity	Temporary Disability
Indemnity	Vocational Rehabilitation

Medical	Case Management
Medical	Diagnostic Tests
Medical	Evaluations
Medical	Hospitalization
Medical	Medical Mileage
Medical	Medical Treatment
Medical	Pharmacy
Medical	Physical Therapy
Medical	Physician Charges

Claim costs allocated to expense:

Expense	Copy Service (subpoena records)
Expense	Defense Attorney Fees
Expense	Edex Charges
Expense	Index Charges
Expense	Investigation
Expense	Medical Bill Review
Expense	Utilization Review

2. Any fees not paid within 30 days shall be subject to interest, accruing daily at a rate equal to prime.

ADDENDUM II
CLAIMS FUNDING ACCOUNT

The claims funding account (the "Account") shall be funded as follows:

Signature Authority

LWP has discretionary authority to name officers, directors or other management staff as signers on this account.

Frequency and method of Funding

LWP expects to request funding of \$ (Determined upon Account Review). Additionally, special funds will be requested for payments in excess of \$ (Determined upon Account Review). Special Funds threshold and target account balance will be reviewed as needed. LWP will provide the City with documentation to support any requests for modification.

Credits and Recoveries

Excess recovery checks will be mailed to the City. All other recoveries shall be deposited by LWP and credited to the claim file.

Misc. Provisions

None

ADDENDUM III

SPECIAL HANDLING AND REPORTING REQUIREMENTS

This information will be created upon completion of implementation process.

**City of Watsonville
Parks & Community Services**

M E M O R A N D U M



DATE: June 19, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Nick Calubaquib, Parks and Community Services Director

SUBJECT: Approve Lease Agreement with YWCA of Watsonville for the Child Care Center Located at 118 Second Street

AGENDA ITEM: June 25, 2019 City Council

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution Approving a Lease between the City and the YWCA of Watsonville, a corporation, for use of the Child Care Facility located at Marinovich Park.

The Lease shall be for a period of two (2) years and shall expire on December 31, 2020.

DISCUSSION:

Background

The YWCA of Watsonville, whose mission is eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all; opened its doors in 1929 in the Monterey and Santa Cruz Bay area. The YWCA of Watsonville incorporated in 1952 has since been an important community asset for the South Santa Cruz County community. Currently, the YWCA serves a low-income Latino population reflective of the local demographics. At least 95% of all participants in the YWCA programs are of Latino background. Programs primarily serve working and underemployed families.

The use of the Child Care Center was originally granted to the YWCA in 1980 for a period of twenty-five (25) years for the purpose of operating a 24-hour childcare program funded through the Department of Housing and Urban Development. Since 2006, the lease agreement has been renewed every two years for two-year terms.

The YWCA receives funding from the State to provide a preschool program for children. Currently, the Child Care facility is at full capacity serving young children 225 days per year.

The terms of this Lease include:

- A two-year term commencing January 1, 2019 and expiring on December 31, 2020.
- A base rent of \$200 per month.
- The City of Watsonville is responsible for capital building maintenance, while the YWCA is responsible for on-going maintenance (janitorial, utilities etc.)

During the previous lease period (2015-2018), the YWCA contributed a reported \$15,835 in building improvements.

STRATEGIC PLAN:

This lease supports the Council Strategic Plan Priority of Community Engagement & Well-Being in providing youth activities and programs.

FINANCIAL IMPACT:

The base rent for this lease is \$200 per month or \$2,400 annually (0150.690.5895).

ALTERNATIVES:

The Council may:

1. Not approve this lease agreement
2. Modify the proposed lease agreement

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING TWO YEAR LEASE BETWEEN THE CITY OF WATSONVILLE AND YWCA OF WATSONVILLE, A CORPORATION, FOR THE USE OF CITY OWNED PROPERTY LOCATED AT 118 SECOND STREET, WATSONVILLE (MARINOVICH PARK), FOR A CHILD CARE FACILITY COMMENCING ON JANUARY 1, 2019, AND ENDING DECEMBER 31, 2020, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

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

1. That the two-year Lease between the City of Watsonville and YWCA of Watsonville, a corporation, for the use of City owned property located at 118 Second Street, Watsonville, (Marinovich Park) for a child care facility, commencing on January 1, 2019, and ending December 31, 2020, a copy of which Lease is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager is hereby authorized and directed to execute the Lease for and on behalf of the City of Watsonville.

LEASE
BETWEEN THE CITY OF WATSONVILLE
AND
YWCA OF WATSONVILLE, A CORPORATION

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1. PARTIES

This LEASE, made and entered into this 1st day of, January 2019, between the City of Watsonville, a municipal corporation, hereafter referred to as "City," and YWCA of Watsonville, a corporation, hereafter referred to as "Tenant."

2. PREMISES

City hereby leases to Tenant, and Tenant hereby hires and takes possession from City that certain improved real property, known as the "Marinovich Park Child Care Center" situated at 118 Second Street in the City of Watsonville, California on the terms and conditions as hereafter set forth and hereafter called "Premises."

3. TERM

The term of this Lease shall be for two (2) years, which term will commence on January 1, 2019, and shall expire on December 31, 2020, unless sooner terminated under the provisions of this Lease.

4. RENT

4.1 Base Rent

Tenant shall pay to City the sum of Two Hundred (\$200.00) Dollars per month. Said rent payment shall be due on the first (1st) day of each and every month during the Lease term.

All rents shall be paid by check payable to the City of Watsonville, by delivering or mailing to the City of Watsonville Finance Department, 250 Main Street, Watsonville, California, 95076.

5. USE OF PREMISES

The Premises may be used for operation of a pre-school program licensed by the Tenant. Tenant shall not use or permit the Premises, or any part thereof to be used, for any other purpose or purposes without first obtaining the written consent of the Landlord.

6. OPERATIONS AND SCHEDULING

Tenant shall be in charge of scheduling the use of the Premises. The Tenant shall provide the City's Director of Parks & Community Services with an annual operating schedule and shall notify the Director five days prior to any operating time changes.

7. LANDLORD'S IMPROVEMENTS

7.1 Compliance with Accessibility Standards

Landlord agrees to maintain any improvements to the Premises so as to satisfy all required State and Federal accessibility standards.

8. OWNERSHIP OF TENANT IMPROVEMENTS

At the expiration or termination of the Lease, all fixtures and physical repairs or improvements to the building and grounds shall become Landlord's property free of all claims to or against them by Tenant or any third person.

At the normal expiration or termination of the Lease term, provided Tenant is not in default, Tenant shall have the right to remove any and all furniture and equipment. All personal property such as stoves, refrigerators and other appliances, chairs, tables and equipment provided by Tenant shall remain the property of Tenant.

9. WORKS OF REPAIR AND IMPROVEMENT

9.1.1 Protection of Landlord against Cost or Claim

Tenant shall pay or cause to be paid the total cost and expense of all works improvements and repairs, as the phrase is defined in the mechanic's lien law in effect at the place of construction when the work begins. No such payment shall be construed as rent. The City shall be notified, at least 7 days prior to the date of construction so that the City can post a proper Notice of Non-Responsibility.

9.2 Notice of Non-Responsibility

Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's, or subcontractor's lien arising from any work or improvement, however it may arise. However, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished the bond required in California Civil Code Section 3143.

9.3 Defense and Indemnity

Tenant shall defend, indemnify and hold the City harmless against all liability and loss of any type arising out of work performed on the Premises by Tenant, or a Tenant's request, together with reasonable attorney's fees and all costs and expenses incurred by City in negotiating, settling, defending, or otherwise protecting against such claims.

9.4 Restrictions on Tenant's Repairs and Improvements

Any remodeling or construction work by Tenant on the Premises shall be first subject to written approval by Landlord and will require appropriate City building permits. Tenant shall submit plans and specifications for improvements to Landlord. Any such work shall be done and performed in the lawful manner and in conformity with all applicable laws, ordinances, codes and regulations.

Tenant shall keep the Premises free from any and all liens and charges on account of labor and materials used in contributing to any improvement installed by Tenant upon the Premises, and Tenant shall hold harmless the Landlord for any such liens and charges. No consent given by Landlord to Tenant however shall be construed to make Landlord a "participating owner: and therefore ineligible for the protection offered under Civil Code Section 3094 and 3129 (Notices of Non-responsibility).

9.5 Notices of Completion

On completion of any work improvement, Tenant shall file or cause to be filed a notice of completion. Tenant hereby appoints landlord as Tenant's attorney in fact to file the notice of completion on Tenant's failure to do so after the work of improvement has been substantially completed.

10. NO SUBORDINATION

City shall not subordinate title to the Premises to any security transaction. The Premises are now and shall remain free and clear of any liens, encumbrances, or other Tenant obligations to third persons.

11. COMPLIANCE WITH RULES, REGULATIONS, AND LAWS

In the use and occupancy of the Premises and in the conduct of all business, activities and transactions thereon, Tenant will comply with all applicable laws, ordinances, rules, regulations, and orders of the County of Santa Cruz, City or any governmental subdivision, body, or authority, including all federal, state, and municipal laws and ordinances.

12. MAINTENANCE AND REPAIRS OF PREMISES

LANDLORD'S OBLIGATIONS

Landlord shall maintain in good condition the exterior of the Premises, including outside walls and roof, heating, electrical systems for the facility (excluding internal lights and fixtures) except in the event that repairs or replacements are necessary thereto because of negligence or misconduct of the Tenant or if Tenant fails to notify Landlord in writing within three (3) days of the need to repair.

TENANT'S OBLIGATIONS

Tenant shall maintain Premises, including, but not limited to, interior plumbing (i.e., sanitary sewer obstructions), interior walls, doors, hardware, alarms, internal lights and fixtures, etc., in as good order, condition and repair as they shall be upon the commencement of the term of this Lease. Any addition to the electrical system installed by Tenant shall remain the responsibility of the Tenant. Tenant shall keep drainage ditches and gutters free of debris.

13. HOLDING OVER

If Tenant shall hold possession of the Premises after the term of this Lease between Landlord and Tenant; Tenant shall become a Tenant from year to year upon the terms and conditions specified herein, except at the option of Landlord and after notice, if Tenant shall hold over without the consent of Landlord, rent may be increased from the two hundred dollars per month base rent to fair market rent or as amended and agreed between Landlord and Tenant, and shall continue to be such Tenant until the tenancy shall be terminated by Landlord on thirty (30) days notice or until Tenant shall have given at least (30) days notice of Tenant's intention to terminate the tenancy. The events scheduled beyond the term of this lease shall be negotiated between the tenant and the City. During the hold over term use of the facilities for the scheduled events will be honored by the Landlord, provided that the premises are in such condition to house/host such events and providing Tenant pays any applicable increase rent if required by City.

14. ABANDONMENT

Tenant shall not vacate or abandon the Premises at any time during the term thereof; if Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned and at the option of City shall become City's property free from all claims of Tenant.

15. ASSIGNMENTS AND SUBLETTING

Tenant represents and agrees that it shall not assign this Lease, or any interest therein, and shall not lease or sublet the Premises, or any part thereof, or any privilege appurtenant thereto, without the prior written consent of Landlord first. A consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting.

16. SIGNS, POSTERS, BUILDINGS

No political or religious signs of any kind may be displayed on the Premises. No advertising signs, posters, or similar devices shall be erected, displayed or maintained in, on, about, or above the Premises or the structure thereon without the prior written approval of the City Manager. Tenant in its operations shall not unreasonably interfere with the property, interests, operations, or activities of the City or of other tenants of the Landlord.

17. TAXES

Tenant will pay all taxes, assessments and license levied, imposed or required by a governmental subdivision, body, or authority on or in respect to its use and occupation of the Premises, including but not limited to:

PERSONAL PROPERTY TAXES

Any improvements or property placed on the Premises by Tenant or any person with its permission; and

POSSESSORY USE TAX

Pursuant to section 107.6(a) ¹ of the State Revenue and Taxation code the City hereby gives notice that the property interests to Tenant under this Lease may be subject to property taxation as a possessory interest and the Tenant acknowledges that it shall be subject to payment of property tax if a possessory interest tax is levied on the property interest.

18. WAIVER OF DAMAGES AND INDEMNIFICATION

Landlord shall not be liable to tenant for any injury or damage that may result to any person or property by or from any cause whatsoever, including results from acts of negligence on the part of Landlord, its agents, servants, employees, or invitees. Said waiver is expressly extended to injury or damage caused by fire, water leakage of any character from the roof(s), wall(s), basement, or any other part of the property, or caused by gas, oil, electricity, or any other cause in or about the Premises or the building(s). Landlord however, shall be responsible for any such conduct as may occur during scheduled City activities as set forth in section 6.

Tenant shall hold Landlord harmless from, and defend Landlord against, any and all claims or liability for any death or injury to any person or damage to any property, whatsoever, occurring in, on or about the Premises or any part thereof, or occurring in, on about any other areas of facilities of the building, including without limiting the foregoing, walkway(s), driveway(s), parking area(s), stairways, or

¹R & T Section 107.6. (a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax. In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

passageways if such death, injury or damage shall be caused in part or in whole, directly or indirectly, by the act, negligence or fault of, or omission of any duty, with respect to the Landlord, or by Tenant, its agents, servants, employees, or invitees.

19.INSURANCE

All policies required to be maintained by Tenant pursuant to the terms of this Lease shall be issued by companies authorized to do business in the State of California with a financial rating of at least A plus three A status as rated in the most recent edition of Best Insurance Reports. Tenant shall pay premiums therefore and shall deliver annually to Landlord Endorsements naming the Landlord as additional loss payee as to the fire and property damage and additional insured as to the liability policy. If Tenant fails or refuses to procure or maintain the insurance coverage required hereunder, or fails or refuses to furnish Landlord with proof that coverage has been procured and is in full force and paid for, Landlord shall have the right, at Landlord's election and without notice to Tenant, but without any obligation to do so, to procure and maintain such coverage. Tenant shall reimburse Landlord on demand for any premiums Landlord so pays in connection with such procurement. Failure to so reimburse Landlord within thirty days of request shall be just cause for Landlord to terminate this Lease.

19.1 Fire and Property Damage Insurance Policy

Tenant shall procure and keep in force a fire and extended coverage insurance upon all structural improvements (buildings) owned by Landlord on the Premises in an amount of eighty (80%) percent of the replacement value thereof with Landlord named as beneficiary thereof.

Tenant shall be responsible for any and all fire insurance coverage for personal contents.

19.2 Commercial General Liability Insurance

During the rental term, Tenant, at Tenant's sole expense, shall secure and maintain in force such policies of insurance as will protect it and Landlord from claims for damages or injury resulting from bodily injury, including death, and for the loss or damage to property of other which may arise from operations of this Lease. Such insurance shall contain statements that:

- These policies shall also apply to Landlord, as an additional named insured by way of endorsement to the policy, not a certificate of insurance;
- The insurance afforded by these policies applies severally as to each insured, except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability, and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included;
- The insurance shall be primary insurance over any other insurance carried by Landlord, which other insurance shall be considered excess only;
- The above policies specifically include contractual indemnity coverage indemnifying Landlord;
- The policies shall provide that they may not be canceled, nor the coverage reduced until thirty (30) days after a written notice of such cancellation or reduction in coverage is delivered to Landlord at the address contained herein;
- The policies of insurance shall specifically say that the insurance companies waive any and all right of subrogation against Landlord.
- Such liability insurance shall be written with limits of at least One Million (\$1,000,000) Dollars combined single limits, and shall be written by companies acceptable to City.
- The limit of liability insurance coverage may be unilaterally adjusted up or down at Landlord's reasonable discretion commensurate with inflation and other liability factors upon adoption of resolution of the City Council of City.

- Endorsements evidencing the above obligations shall be delivered to the City Clerk on execution of the Lease Agreement.

20. DESTRUCTION OF PREMISES

In the event the structure on the premises is destroyed to the extent of fifty (50%) or more of the replacement cost thereof, the City may elect to terminate this lease. A total destruction of the structure on the premises shall terminate this lease.

21. BREACH

After service of ten (10) days written notice thereof by City on Tenant any one of the following shall constitute a breach of this Lease by Tenant:

- The appointment of a Receiver to take possession of all or substantially all of the assets of Tenant; or
- A general assignment by Tenant for the benefit of creditors; or
- Any action taken or suffered by Tenant under any insolvency or bankruptcy; or
- A default in the payment of the rent herein reserved or any part thereof, for a period of twenty (20) days; or
- A default in the performance of any other covenant or condition of this Lease on the part of Tenant to be performed for a period of twenty (20) days; or
- At the option of Landlord, failure to satisfy any condition set forth in this lease.

22. LITIGATION EXPENSES

If either party shall bring an action against the other by reason of the breach of any covenant, warranty, or condition hereof, or otherwise arising out of this Lease, whether for declaratory or other relief, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorney fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this paragraph shall include without limitation a party who brings an action against the other after the other's breach of default, if such action is dismissed upon other's breach or default, if such action is dismissed upon the other's payment of the sums allegedly due or performance of the covenant's allegedly breached, or if the plaintiff obtains substantially the relief sought by it in the action.

23. SURRENDER OF PREMISES

Tenant agrees to surrender the Premises at the expiration or termination of the tenancy herein created in the same condition as the Premises were in at the beginning of the tenancy, reasonable use and were thereof and damage by act of God or the elements excepted. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or sub-tenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subleases or sub-tenancies.

24. DISCRIMINATION

Tenant shall not nor shall it allow it's permitted users to discriminate in the use or occupancy of the premises based on age, race, sex, ethnicity or religion or any other state or federally protected class of persons.

25. WAIVER

Any waiver, expressed or implied, by either party of any breach by the other party of any agreement, term or condition of this Lease shall not be, or be construed to be, a waiver of any subsequent breach of a like or other agreement, term or condition hereof; and the acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any agreement, term or condition of this Lease, except as to the payment of rent so accepted. The rights and remedies of either party under this Lease shall be cumulative and in addition to any and all other rights and remedies which either party as or may have.

26. QUIET ENJOYMENT

City covenants and warrants that upon Tenant's paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly enjoy the Premises hereby demised, subject nevertheless to the terms and conditions of this Lease.

27. NOTICES

All notices, consents, waivers, or other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be served personally and forwarded by registered or certified mail, return receipt requested, made upon or addressed to the respective parties or such other address as may be contained in a notice from either party to the other given pursuant to this paragraph, as follows:

City of Watsonville
City Clerk's Office
275 Main Street, Suite 400 (4th Floor)
Watsonville, CA 95076

YWCA of Watsonville
Executive Director
340 E. Beach Street
Watsonville, CA 95076

28. RIGHT OF CITY TO ENTER FOR INSPECTION

City shall have the right to enter upon the Premises at all reasonable times during the term of this Lease for the purpose of making any inspection it may deem expedient to the proper enforcement of this Lease.

29. RIGHT OF CITY TO AUDIT

City shall have the right to audit and inspect the books and business records of Tenant to determine the frequency and identity of persons and organizations using the Premises for both profit and non-profit activities, and to determine Tenant's profit and loss, expenses and costs, and generally accepted audit objectives. Such audit shall be conducted not more frequently than monthly upon ten (10) days written notice of intent to conduct audit given by the City Administrative Services Director.

30. CONDEMNATION

If the whole or any substantial part of the Premises shall be taken by any paramount public authority under the power of eminent domain then the term of this Lease shall cease as the part so taken from the date the possession of that part shall be taken for any public purpose, and from that day Tenant shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term herein provided, except that the square foot rental shall be reduced in proportion to the amount of the Premises taken.

Damages awarded for such taking shall be awarded the City and Tenant waives any claim or interest in remaining term of the leasehold. Provided, however, that City shall not be entitled to any portion of the award made for loss of business installation, relocation, or improvements belonging to Tenant.

31. GENERAL PROVISIONS

- All the provisions of this Lease shall be deemed and construed to be "covenants" as though the words imported such covenants were used in each separate paragraph hereof, except when expressed as conditions.
- This Lease shall be construed and enforced in accordance with the laws of the State of California.
- This Lease and the covenants and agreements herein contained shall bind and insure to the benefit of the parties hereof, their heirs, successors, executors, administrators, and when permitted assigns.
- Time is of the essence of this Lease.
- Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- Tenant shall deliver to City on execution of this Lease, that party shall not unreasonably withhold such consent or approval.
- Tenant shall deliver to City on execution of this Lease, a certified copy of a resolution of its governing body authorizing the execution of this Lease and naming the officers that are authorized to execute this lease on behalf of the corporation.
- This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

32. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.


CITY

TENANT

City of Watsonville, a municipal corporation

YWCA of Watsonville, a corporation

By: _____
Matthew D. Huffaker, City Manager

By:  _____
Diane Munoz, President, Board of
Directors

ATTEST:

Beatriz V. Flores, City Clerk

By:  _____
Leticia Mendoza, Executive Director

APPROVED AS TO FORM:

Alan J. Smith, City Attorney

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE
CITY AND THE CONFIDENTIAL UNIT FOR FISCAL YEARS 2019-2021**

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and the Confidential Unit, in accordance with provisions of the Milias-Myers-Brown Act (Section 3500 et seq. of the Government Code), City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith with reference to the matters set forth in a Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Council of the City of Watsonville after reviewing the Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

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

That the Memorandum of Understanding between the Municipal Employee Relations Officer and the Confidential Unit, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified and appropriated for the fiscal year July 1, 2019, to June 30, 2020; and July 1, 2020 to June 30, 2021 or until a new agreement has been executed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONFIDENTIAL UNIT
AND
THE CITY OF WATSONVILLE
2019 - 2021**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONFIDENTIAL UNIT
AND
THE CITY OF WATSONVILLE
2019 - 2021**

This Memorandum of Understanding sets forth the agreement between the representatives of the Confidential Unit and the representatives of the City of Watsonville on all matters contained herein for employees of the City of Watsonville in the Confidential Unit. The parties hereto agree to jointly recommend to the City Council of the City of Watsonville that one or more resolutions be adopted effectuating the following changes in the salaries, benefits, and other terms and conditions of employment for said employees in the Confidential Unit.

This agreement shall become effective July 1, 2019, and shall terminate June 30, 2021.

All benefits currently in effect and not modified by this Agreement shall remain in effect for the term of this Agreement, except as provided herein.

1.0 COMPENSATION

1.1 Salary

1.1. 1

Per the City-wide salary survey conducted by Bryce Consulting and resulting salary increase recommendations that total above 6%, employees shall be provided half of the recommended salary adjustment in each year of the contract in the following classifications.

Administrative Assistant I
Executive Assistant
Executive Assistant to CM & CC
Personnel Technician
Legal Assistant
Deputy City Clerk
Payroll Coordinator

All other classifications shall receive 3% in year one of the contract and 3% in year two of the contract.

The first salary increase shall be effective on the later of the first full pay period after July 1, 2019 or on the first day of the first full pay period after ratification of the agreement by the Confidential Unit and approved by the City Council. The second salary adjustment shall be provided on the first full pay period on or after July 1, 2020.

- 1.1.2 Effective on the first full pay period on or after July 1, 2019 or on the first day of the first full pay period after ratification of the agreement by the Confidential Unit and approval by the City Council, all employees shall be provided a one-time lump sum bonus of \$1000.00.

1.2 Overtime

- 1.2.1 Time and one-half will be paid for all overtime over the normal forty (40) hour work period. Paid time off shall be counted as time worked over the normal forty (40) hour work period.
- 1.2.2 C.T.O. shall accrue at the regular overtime rate of one and one half hours of C.T.O. for each hour of overtime worked. Employees may maintain a compensatory bank of up to forty (40) hours. Upon utilization of compensatory time and reducing accruals below the forty (40) hour limit, employees may earn additional compensatory time off. However, employees may exceed the forty (40) hour accrual limit upon Department Head approval. If approval over forty (40) hours, employee shall receive payment of his or her regular hourly rate for CTO accrued in excess of forty hours. Automatic payment shall be made by the last payroll date on June 30 of each year.

1.3 Bilingual Pay

- 1.3.1 Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I Written and/or Conversational Bilingual Premium Pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City's bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and provide basic written translations on a regular and on-going basis, as certified by the Department Head

- 1.3.2 Level I Written and Conversational Premium Pay:

- (a) For employees hired after November 1, 2006 the City shall pay a stipend of \$250/month, pro-rated for part time employees.

- (b) Employees eligible for Level I Written and Conversational Premium Pay before November 1, 2006 shall receive premium pay equal to five percent (5%) of his/her base salary as of November 1, 2006, with the premium rounded to the nearest dollar, and exclusive of any retroactive wage increases provided under this agreement. A list of each employee's premium pay under this section will be provided to the Association. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

1.3.3 Level I Conversational Only Premium Pay:

- (a) For employees who become eligible and receive Level I Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part-time, regular employees.
- (b) Employees currently receiving Level I Written and Conversational Bilingual Premium Pay pursuant to Section 1.3.2 shall continue to receive the premium pay.

1.3.4 Level II Bilingual Translator Premium Pay:

In addition to the Level I stipend for Written and Conversational_bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, City Council minutes, inserts in City utility bills, etc.)

- (a) Level II Translators shall receive an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.

1.4 Employee Retirement Contribution

1.4.1

Effective the first full pay period after July 1, 2013, each employee agrees to pay the full seven percent (7%) of the employee share.

- 1.4.2 Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013 shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.

1.4.3 Retirement Tax Deferment:

The City shall maintain the IRS Sec. 414(h)(2) provision allowing employees to make employee retirement contributions with pretax (tax deferred) dollars.

1.5 Deferred Compensation

Members of this Unit may participate in the Deferred Compensation Plan currently in effect

1.6 Temporarily Working Out of Classification

In every City department subordinate employees are expected to act as relief for their superiors. Employees also may be assigned to a higher classification which is vacant due to the absence or resignation of another employee. This provides training opportunities to help qualify employees to successfully compete for future promotion. Acting as relief for a lengthy period, however, should be recognized by added compensation since a higher level of continuing responsibility is involved.

Procedure. With prior management approval whenever a subordinate employees acts as relief and must perform substantially higher duties for a superior for more than fifteen (15) cumulative working days in a fiscal year, an appropriate salary adjustment shall be made pursuant to these rules. The salary adjustment shall become effective on the 16th day of the temporary assignment and shall not be retroactive. Upon returning to the responsibility of his/her normal position, salary shall be returned to the normal level.

Compensation for work out of classification will be the lowest step in the higher salary range with pay which provides a minimum increase of five (5%) percent above the normal rate of pay for the employee.

1.7 Education Incentive

The City shall provide to employees an annual incentive who possess advanced degrees as follows:

Bachelor's Degree: \$600/year
Associate's Degree: \$300/year

To comply with CalPERS reporting instructions, educational pay will be paid in equal amounts per pay period over the course of the year.

In no case shall any eligible employee receive combined education incentive pay for possession of an associate degree and/or bachelor's degree. Employee shall receive the higher benefit of the two degrees possessed.

1.8 Notary Pay

Employees authorized by their Department Head to act as a notary for official City business shall receive an additional \$75 (seventy five) dollars per month pay, beginning the first full payroll period in January 2007.

2.0 INSURANCE

2.1 Health Insurance

2.1.1 The City shall retain in effect current health insurance coverages for all Unit employees. The City shall contribute the following monthly amounts per full time employee towards health insurance coverages:

July 1, 2017	\$1,134.82
--------------	------------

2.1.2 If plan contribution increases are necessary for the 2020 and 2021 plan years, the City and Employees contribution shall be shared equally provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above \$45/month cap are subject to the meet and confer process.

Should insurance plan changes result in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.

2.1.2 The City and the employees agree to jointly participate in the City Employees Health Committee (CEHC) as outlined in the bylaws dated July 1992.

2.1.3 Implementation of changes in medical insurance will be subject to the meet and confer process between the City and the Unit.

2.1.5 Regular part-time employees will be fully covered at the employee only level at the City's expense. The employee shall have the option of covering additional dependents at their own expense. This shall be determined by utilizing the three-tier rate which the City has established for the COBRA and other purposes (less any surcharges). To cover one (1) dependent, the employee will pay the difference between the employee only rate and the employee plus one rate. To cover the family, the employee will pay the difference between the employee only rate and the full family rate under the three tiers.

The decision to cover family members shall be made during a one time election when this provision becomes effective. Thereafter,

employees may only add or delete family members in accordance with plan rules.

Regular part-time employees employed on or before December 1, 1998, in the thirty (30) hour category, shall continue to receive full health insurance benefits.

2.1.6 For any member of the Unit who expires all leave due to illness or injury, which is not a Workers' Compensation claim, the City shall maintain the health insurance coverage and pay the premium on behalf of the member for an additional thirty (30) days.

2.1.7 The City agrees to continue to work with the City Health Committee to evaluate alternative and/or tiered health options prior to annual renewal of health plan.

2.2 Excess Disability Insurance

2.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State law.

2.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.

2.2.3 The employee may also receive Fifty Dollars (\$50.00) per week extra disability coverage in lieu of accrued sick leave pay.

2.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.

2.2.5 It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 2.2.3 above is to be implemented.

2.2.6 Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.

2.2.7 The Fifty Dollars (\$50) per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

2.3 Life Insurance

The City shall increase to Fifty Thousand Dollars (\$50,000) per employee life insurance policy for the term of this Agreement and Two Thousand (\$2,000) Dollars per dependents.

2.4 Long Term Disability Insurance

The City shall continue paying the Long Term Disability Insurance premium for Unit members for the term of the agreement.

3.0 LEAVES

3.1 Vacation

Each employee shall accrue vacation as specified below:

0 through 5 years of service	-	12 days per year
6 through 12 years of service	-	16 days per year
13 or more years of service	-	20 days per year

3.2 Maximum Vacation Accrual

Maximum vacation accrual shall be no more than two (2) times an employees' annual vacation amount.

Employees requesting and denied vacation due to the needs of the City and therefore having vacation accrual amounts exceeding the maximum shall have a sixty (60) day period from the time the vacation request was denied to reschedule their vacation.

3.2.1

As of December 31, 2017, all employees with more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum. After one year of service, each employee will be expected to take during each year the vacation to which he/she is entitled. After December 31, 2017, when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

3.3 Holidays

There shall be fourteen (14) holidays per year as specified below:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Lincoln's Birthday (Floating holiday)
Third Monday in February (Washington's Birthday)
March 31 (Cesar Chavez Day)
Last Monday in May (Memorial Day)
July Fourth
First Monday in September (Labor Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday following Thanksgiving (in lieu of Election Day)
December 24 (in lieu of Admission Day)
December 25 (Christmas Day)
December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

3.4 Sick Leave

3.4.1 Each employee shall accrue sick leave in the amount of one and one quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury in accord with Administrative Rule III-1.11.

3.4.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of 50% of such excess on the first payroll of December. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours). An employee may be compensated for sick leave in excess of 1000 hours at 50% upon retirement or resignation of service in good standing. This shall not apply to employees who are dismissed.

3.4.3 In the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one half of the employee's annually accrued sick leave. . For the purposes of this section, immediate family shall include: a child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a

minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

. Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

3.4.4 Employees shall cease accruing sick leave after eighty (80) consecutive hours on paid sick leave.

3.4.5 In case of death in the immediate family, an employee may be granted accrued sick leave not to exceed three (3) days. In cases involving out-of-state funerals, an additional two (2) days may be granted. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave.

Bereavement leave must be approved by the Department Head.

3.5 Personal Leave

3.5.1 Current employees shall receive fifty-two (52) hours of Personal Leave per year beginning July 1st. Unused Personal Leave as of June 30 shall be paid off at the regular rate of pay the succeeding month.

3.5.2 Employer shall pro-rate Personal Leave up to a maximum of 4.33 hours per month for new hires and for every month during the fiscal year for which an employee was employed before termination of City service.

3.6 Family Care and Medical Leave Policy

3.6.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on

active military duty or have been notified of an impending order to active duty.

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reasons during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave is to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member may take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

3.6.2 An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and
- b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

3.6.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers' compensation and disability leave will run concurrently with family leave.

3.6.4 This section provides a benefit summary only. For further information, refer to the City's Administrative Rule on this subject.

4.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Confidential Unit shall remain vested with the City, unless expressly abridged by the M.O.U. These rights include, but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this M.O.U.

In the exercise of the rights set forth in Section 4.0, the City has the right to make reasonable rules and regulations.

5.0 PEACEFUL PERFORMANCE

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, the Association shall make a good faith effort to stop such violations of this section.

6.0 RETIREMENT

6.1 Credit for Unused Sick Leave

The City provides the CalPERS 2% @ 55 retirement program plan for employees hired before July 1, 2011, including CalPERS Section 20862.8 - Credit for Unused Sick Leave.

6.2 Two-Tier Retirement Plan

The City shall provide the CalPERS 2% @ 60 retirement plan for employees hired on or after July 1, 2011 or upon effective date of CalPERS contract amendment including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Final compensation for employees hired on or after July 1, 2011 will be based on the average of the highest wages earned in any consecutive 3-year period.

6.3 PEPRA Tier Retirement Plan

Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the following CalPERS retirement plan for employees and non-Classics hired on or after January 1, 2013 or as soon as administratively possible:

- (a) 2% at 62 formula
- (b) Final compensation based the average of the highest wages earned in any consecutive 3-year period

7.0 MISCELLANEOUS

7.1 IRS-125 Program

The City will maintain in effect the IRS 125 Program to include at least the dependent care option.

7.2 Mileage

The City shall utilize the IRS rate for mileage reimbursement.

7.3 Flexible Schedules

The City acknowledges that there may be benefits both to the City and to the employees in alternative schedules. Employees may request that their Department Heads consider alternative scheduling of their work. Examples of alternate schedules include flex time, job sharing, voluntary work hours, and alternate work schedules.

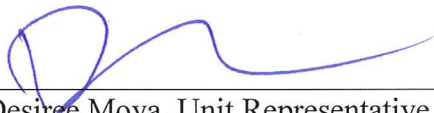
Employees on flexible schedules shall continue to accrue time on the standard 8-hour day. Accrued leaves shall be charged based on the number of hours missed due to their flexible schedule.

8.0 ENACTMENT

The Agreement shall become effective upon ratification by the City Council of the City of Watsonville and shall remain in full force and effect until June 30, 2021, or until a new Agreement has been executed.

CONFIDENTIAL UNIT

Date: 6/18/19



Desiree Moya, Unit Representative



Deborah Muniz, Unit Representative

CITY OF WATSONVILLE

Date: _____

Matthew D. Huffaker, City Manager

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WATSONVILLE AND THE MID-MANAGEMENT
UNIT FOR FISCAL YEARS 2019-2021**

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and representatives of the Mid-Management Unit, in accordance with provisions of the Milias-Myers-Brown Act (Section 3500 et seq. of the Government Code) City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith with reference to the matters set forth in a Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Council of the City of Watsonville after reviewing said Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

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

That the Memorandum of Understanding between the City of Watsonville and the Mid-Management Unit, a copy of which is attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified and appropriated for the fiscal year July 1, 2019, to June 30, 2020; and July 1, 2020 to June 30, 2021 or until a new agreement has been executed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT UNIT
AND
THE CITY OF WATSONVILLE
2019 - 2021**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT UNIT
AND
THE CITY OF WATSONVILLE
2019 - 2021**

This Memorandum of Understanding sets forth the agreement between the representatives of the Mid-Management Unit and the representatives of the City of Watsonville on all matters contained herein for employees of the City of Watsonville in the Mid-Management Unit. The parties hereto agree to jointly recommend to the City Council of the City of Watsonville that one or more resolutions be adopted effectuating the following changes in the salaries, benefits, and other terms and conditions of employment for said employees in the Mid-Management Unit.

This Agreement shall become effective July 1, 2019, and shall terminate June 30, 2021.

All benefits currently in effect and not modified by this Agreement shall remain in effect for the term of this Agreement, except as provided herein.

1.0 COMPENSATION

1.1 Salary Adjustments

- 1.1.1 Per the City-wide salary study conducted by Bryce Consulting and resulting salary increase recommendations that total above 6%, employees shall be provided half of the recommended salary adjustment in each year of the contract in the following classifications.

Airport Operations Supervisor
Associate Civil Engineer
Associate Planner
Circulation Manager
Communications & Environmental Outreach Coordinator
Environmental Education Coordinator
Environmental Science Workshop Coordinator
Facilities & Maintenance Supervisor
Integrated Waste Supervisor
Laboratory Manager
Librarian
Literacy Outreach Coordinator
Municipal Services Operations Manager
Nature Center Coordinator
Neighborhood Outreach Coordinator
Park Maintenance Supervisor
Payroll Analyst
Property and Evidence Supervisor

Recreation Coordinator
Recreation Facilities Coordinator
Recreation Specialist
Recreation Supervisor
Recreation Services Manager
Records Supervisor
Source Control Manager
Sr. Civil Engineer
Sr. Integrated Waste Worker
Sr. Librarian
Sr. Code Enforcement Officer
Supervising Equipment Mechanic
Supervising Plans Examiner
Traffic Operations Manager
Traffic Systems Coordinator
Transportation Engineer
Vehicle Services Supervisor
Water Services Manager
Water Services Supervisor
Youth Specialist

All other classifications shall receive 4% in year one of the contract and 2% in year two of the contract.

The first salary increase shall be effective on the later of the first full pay period including July 1, 2019 or on the first day of the first full pay period after ratification of the agreement by the Mid-Management Unit and approved by the City Council. The second salary adjustment shall be provided on the first full pay period on or after July 1, 2020.

1.2 Certification Pay

Any incumbent in the below classifications who obtains a certification in a grade above that required for the incumbent's certification level will receive \$50/month per additional certification level up to a maximum of \$100/month. For purposes of these higher than required certification levels discussed in this paragraph, the following job classifications are eligible to receive this additional certification pay:

Wastewater Operations Supervisor
Water Services Manager
Laboratory Manager
Source Control Manager
Water Services Crew Leader

Water Services Supervisor
Water Operations Supervisor
Integrated Waste Supervisor
Collection Systems Manager
Processing Center Coordinator
Supervising Equipment Mechanic
Park Maintenance Supervisor
Senior Integrated Waste Worker
GIS (GIS) Coordinator
Utilities Maintenance Supervisor
IT Analyst I
IT Analyst II
Senior IT Specialist

The City Manager and Department Head shall have the discretion to designate additional classifications eligible to receive certification pay and to designate the type of eligible certification. Certification pay shall be effective on the first full pay period after proof of the certification is received by Human Resources.

1.3 Administrative Leave

- 1.3.1 Current employees shall receive Administrative Leave of eleven (11) days per year beginning July 1st. Unused Administrative Leave as of June 30 shall be paid off at the regular rate of pay the succeeding month
- 1.3.2 Employer shall pro-rate Administrative Leave up to a maximum of 7.33 hours per month for new hires and for every month during the fiscal year for which an employee was employed before termination of City service.
- 1.3.3 All employees hired after November 27, 2001, shall receive administrative leave. Any employees hired prior to the ratification of this Agreement who chooses not to receive above Administrative Leave may earn overtime. All overtime shall be paid at one and one-half (1-1/2) the regular rate of pay over the forty (40) hour workweek. This option may be chosen annually; however, once an employee elects to participate in Administrative Leave, they may not return to the Overtime Option.
- 1.3.4 Notwithstanding that employees are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Unit employees are eligible for overtime compensation. Such overtime shall cease when the City Manager determines that the disaster response has ended.
- 1.3.5 For purposes of overtime, CTO, vacation, and sick leave accrual, holidays shall be considered as time worked. Employees who work on a holiday shall be entitled to overtime compensation for hours worked provided that all other rules relating to overtime accrual are satisfied.

1.4 Compensatory Time Off (CTO)

- 1.4.1 Employees choosing the overtime option may accrue up to a maximum of forty (40) hours CTO in lieu of overtime pay. There is no annual cap at any one time of earned CTO.
- 1.4.2 CTO shall accrue at the regular overtime rate of one and one-half (1-1/2) hours of CTO for each hour of overtime worked.

1.5 On Call/Call Back Pay

1.5.1 Weekly On-Call:

Covered employees who are required to be on call shall be compensated at the rate of Two Hundred Eighty (\$280) Dollars per week in addition to their regular pay. Covered employees who are called back to work shall receive a minimum of three (3) hours overtime compensation except when such recall is an extension of their regular work day, either before or after the assigned work period.

1.5.2 Daily On-Call:

Employees shall receive \$30/day for daily on-call which shall be assigned when it is anticipated that special circumstances may occur that would require work during periods other than the normal work hours. Such special circumstances include forecasts of heavy rains and/or flooding, earthquake and other natural disasters, and special events. Notice regarding the need for on-call status would be given to employees as soon as such need is known but no later than 8 hours prior to the start of the on-call status period. On-Call will first be assigned to volunteers in the classification deemed necessary for the on-call work. If there are insufficient volunteers, daily on-call will be assigned in inverse order of seniority.

1.5.3 Entitlement to on-Call Pay:

Employees who are assigned to be on weekly or daily on-call shall be entitled to on call and recall pay regardless of whether they receive administrative leave or overtime under section 1.3 above.

1.5.4 Call Back and Re-Call Pay. "Those supervisors\managers who are not designated to be on call, but who are called back to work for an emergency that poses an immediate threat to health, life, property or environment or in response to critical staffing needs\levels outside of normal working hours at the direction of the Department Head or City Manager (or approved within 72 hours) are entitled to a minimum of three (3) hours overtime pay up to the amount of

the time worked. Written confirmation of the emergency and time worked must be forwarded to Payroll and Human Resources within two weeks of occurrence.”

1.6 Bilingual Pay

1.6.1 Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I Written and/or Conversational Bilingual Premium Pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City’s bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and provide basic written translations on a regular and on-going basis, as certified by the Department Head

1.6.2 Level I Written and Conversational Premium Pay:

- (a) For employees hired after November 1, 2006 the City shall pay a stipend of \$250/month, pro-rated for part time employees.
- (b) Employees eligible for Level I Written and Conversational Premium Pay before November 1, 2006 shall receive premium pay equal to five percent (5%) of his/her base salary as of November 1, 2006, with the premium rounded to the nearest dollar, and exclusive of any retroactive wage increases provided under this agreement. A list of each employee’s premium pay under this section will be provided to the Mid Management Unit. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

1.6.3 Level I Conversational Only Premium Pay:

- (a) For employees who become eligible and receive Level I Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part-time, regular employees.
- (b) Employees currently receiving Level I Written and Conversational Bilingual Premium Pay pursuant to Section 1.6.2 shall continue to receive the premium pay.

1.6.4 Level II Bilingual Translator Premium Pay:

In addition to the Level I stipend for Written and Conversational_bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such

Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, City Council minutes, inserts in City utility bills, etc.)

- (a) Level II Translators shall receive an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.
- (c)

1.7 Retirement

1.7.1 Retirement Plan:

The City shall provide the California Public Employees' Retirement System ("CalPERS") 2% at 55 retirement plan for employees hired before July 1, 2011. The City shall continue in effect all the current options including CalPERS Section 20862.8 - Credit for Unused Sick Leave.

1.7.2 Two Tier Retirement Plan:

The City shall provide the CalPERS 2% @ 60 retirement plan for employees hired on or after July 1, 2011 or upon effective date of CalPERS contract amendment including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Final compensation for employees hired on or after July 1, 2011 will be based on the average of the highest wages earned in any consecutive 3-year period.

1.7.3 PEPRA Tier Retirement Plan:

Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the following CalPERS retirement plan for employees hired on or after January 1, 2013 or as soon as administratively possible:

- (a) 2% at 62 formula
- (b) Final compensation based the average of the highest wages earned in any consecutive 3-year period

1.7.4 Retirement Contribution:

Effective the first full pay period on or after July 1, 2013, each employee agrees to contribute the full seven percent (7%) of the employee share of retirement costs.

1.7.5 Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013 shall pay up to 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.

1.7.6 Retirement Tax Deferment:

The City shall maintain the IRS Sec. 414(h)(2) provision allowing employees to make employee retirement contributions with pretax (tax deferred) dollars.

1.8 Deferred Compensation

Members of this Unit may participate in the Deferred Compensation Plan currently in effect.

The City will match contributions of up to \$50 per pay check to the deferred compensation plan offered by the City effective the first pay period in October of 2019. Employees must contribute to deferred compensation plan in order to receive such match.

To compensate for the delay in implementation of City match contribution, the City shall provide a one-time, lump sum payment of \$300 to all Mid-Management employees participating in a deferred compensation plan as of the date the City Council approves the contract. Payment shall be paid on the first full pay period following ratification of the contract.

2.0 INSURANCE

2.1 Health Insurance

2.1.1 The City shall retain in effect current health insurance coverages for all Unit employees. The City shall contribute the following monthly amounts per full time employee towards health insurance coverages:

July 1, 2017	\$1,134.28
--------------	------------

2.1.2 If plan contribution increases are necessary for the 2019 and 2020 plan years, the City and Employees contribution shall be shared equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above \$45/month cap are subject to meet and confer process

Should insurance plan changes result in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.

- 2.1.3 The City and the employees agree to jointly participate in the City Employees Health Committee (CEHC) as outlined in the bylaws dated July 1992.
- 2.1.4 Implementation of changes in medical insurance will be subject to the meet and confer process between the City and the Unit.
- 2.1.5 Regular part-time employees will be fully covered at the employee only level at the City's expense. The employee shall have the option of covering additional dependents at their own expense. This shall be determined by utilizing the three-tier rate which the City has established for the COBRA and other purposes (less any surcharges). To cover one (1) dependent, the employee will pay the difference between the employee only rate and the employee plus one rate. To cover the family, the employee will pay the difference between the employee only rate and the full family rate under the three tiers.

The decision to cover family members shall be made during a one time election when this provision becomes effective. Thereafter, employees may only add or delete family members in accordance with plan rules.

Regular part-time employees employed on or before December 1, 1998, in the thirty (30) hour category, shall continue to receive full health insurance benefits.

- 2.1.6 For any member of the Unit who expires all leave due to illness or injury, which is not a Workers' Compensation claim, the City shall maintain the health insurance coverage and pay the premium on behalf of the member for an additional thirty (30) days.
- 2.1.7 The City agrees to work with the City Health Committee to continue evaluating alternative and/or tiered health options prior to annual health plan renewal.

2.2 Excess Disability Insurance

- 2.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State Law.
- 2.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.
- 2.2.3 The employee may also receive Fifty (\$50.00) Dollars per week extra disability coverage in lieu of accrued sick leave pay.

- 2.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
- 2.2.5 It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 2.2.3 above is to be implemented.
- 2.2.6 Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.
- 2.2.7 The Fifty (\$50.00) Dollar per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

2.3 Long Term Disability Insurance

The City shall maintain in effect the existing long term disability insurance program for Unit employees at City expense.

2.4 Life Insurance

The City shall provide a Fifty Thousand (\$50,000) Dollars per employee life insurance policy upon ratification for the term of this Agreement and Two Thousand (\$2,000) Dollars per dependents.

3.0 LEAVES

3.1 Vacation Leave

3.1.1 Each employee shall accrue vacation as specified below:

0 through 5 years of service	-	12 days per year
6 through 12 years of service	-	16 days per year
13 or more years of service	-	20 days per year

The maximum vacation accruals shall be two (2) times the annual vacation accrual amount.

Employees with more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum by December 31, 2017. After one year of service, each employee will be expected to take during each year the vacation to which he/she is entitled. After December 31, 2017, when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the

employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

3.2 Holidays

There shall be fourteen (14) holidays per year as specified below:

January 1 (New Year's Day)
Martin Luther King's Birthday (Third Monday in January)
Lincoln's Birthday (Floating holiday)
Washington's Birthday (Third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (Last Monday in May)
July Fourth
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day
Friday following Thanksgiving Day (in lieu of Election Day)
December 24 (in lieu of Admission Day)
Christmas Day (December 25)
December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

Only employees in the Integrated Waste Supervisor and Senior Integrated Waste Worker classifications shall be compensated one and one half (1 ½) times the employee's hourly rate of pay for each hour worked on a holiday. In addition, the employee shall receive his/her regular rate of pay. This is in recognition that it is the expectation that this position will have to work the majority of City observed holidays. Holiday pay will only be granted when the employee is directed to work on the holiday by the Department Head.

3.3 Sick Leave

3.3.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.

3.3.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours)

shall be paid at the rate of fifty (50%) percent of such excess on the first payroll in December. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours).

3.3.3

In the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one half of the employee's annually accrued sick leave. For the purposes of this section, immediate family shall include: a child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

- 3.3.4 Employees shall cease accruing sick leave after eighty (80) consecutive hours on paid sick leave.

3.4 **Family Care And Medical Leave Act**

- 3.4.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. In connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or have been notified of an impending order to active duty.

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave,

military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reasons during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave is to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member may take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

3.4.2 An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and,
- b. Has been employed for at least 1,250 hours (1,040 hours for permanent part-time employees working between 20 and 30 hours per week) during the 12-month period immediately preceding the commencement of the leave.

3.4.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave will run concurrently with family leave.

3.4.4 This section provides a benefit summary only. For further information, refer to the City's Administrative Rule on this subject.

4.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Mid-Management Unit shall remain vested with the City, unless expressly abridged by this M.O.U. These rights include but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;

- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.
- The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the recognized grievance procedure.

While Management may not be required to bargain on these matters, it is required to bargain on the effects of these actions if they have an impact on wages, hours, or other terms and conditions of employment.

In the exercise of the rights set forth in this Section the City has the right to make reasonable rules and regulations.

5.0 PEACEFUL PERFORMANCE

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, the Unit shall make a good faith effort to stop such violations of this section.

6.0 MISCELLANEOUS

6.1 Boot Allowance

Field employees required to wear work boots shall be allowed an annual reimbursement of One Hundred Seventy-Five (\$175) Dollars per fiscal year towards the purchase of approved safety boots/shoes. Payment shall be made once annually. Once purchased, the approved safety boots/shoes must be worn while on the job. Boots/shoes may be worn during regular work hours only (including to and from work).

Solid Waste employees shall also be eligible to be reimbursed up to \$40 one time annually per fiscal year for the resoling of approved safety boots/shoes. All employees

other than Solid Waste employees shall be eligible to be reimbursed up to \$30 per fiscal year for one (1) resoling of their approved safety boots/shoes.

6.2 Tool Allowance

The City shall provide Vehicle Mechanics with a One Thousand Dollars (\$1,000.00) per fiscal year tool allowance. Should the City provide Mechanics with City purchased tools, the tool allowance shall cease.

6.3 Tool Insurance

The City shall continue to provide tool insurance for Unit personnel employed at the Municipal Service Center for the term of this Agreement.

6.4 Mileage

The City shall maintain in effect the IRS rate for mileage reimbursement.

6.5 Certification

City to pay all fees, licenses for certification and training mandated as a requirement by any governmental agency other than professional licenses.

6.6 Pesticide Certificate Pay

Individuals required to and possessing a Pesticide Advisor Certification shall receive payment of Two Hundred and Fifty (\$250) Dollars per year. Such payment shall be made prior to June 30th of each year. Payment is made for the prior years certification and will be prorated for individuals obtaining or possessing the certification for a portion of the previous year.

6.7 IRS-125 Program

The City shall maintain in effect the IRS-125 program including, at least, the dependent-care and non-reimbursed medical account provisions.

6.8 Immunizations

The Equipment Mechanic and Vehicle Maintenance Supervisor may receive City paid immunizations for blood-borne pathogens annually.

6.9 Uniform Allowance

The Uniform Allowance for the Property and Evidence Supervisor shall be \$475 per year if the department requires the wearing of a uniform.

7.0 DEFINITION OF MID-MANAGEMENT

The Definition of Mid-Management is as follows:

- 7.1** An employee having authority to transfer, suspend, lay-off, recall, promote, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively recommend such actions, or any employee who exercises substantial control of part or all of the City budget, if in connection with any of the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 7.2** Any employee within a classification outside the definition of Mid-Management as determined by the Employee Relations Officer shall be placed into the Clerical and Technical Unit for bargaining purposes.

8.0 FLEXIBLE/ALTERNATE WORK SCHEDULES

The City acknowledges that there may be benefits both to the City and to the employees in alternative schedules. Employees may request that their Department Heads consider alternative scheduling of their work.

9.0 ENACTMENT

The Agreement shall become effective upon ratification by the City Council of the City of Watsonville and shall remain in full force and effect until June 30, 2021, or until a new agreement has been executed.

Date: 6/18/19

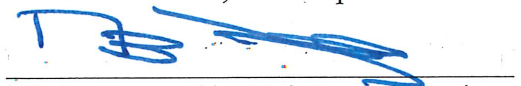
MID-MANAGEMENT UNIT

Alex Gonzalez, Unit Representative

Steve Hernandez, Unit Representative



Michael Holland, Unit Representative



Marisa Bermudez, Unit Representative

Mary Stepovich, Unit Representative

Date: _____

CITY OF WATSONVILLE

Matt D. Huffaker, City Manager

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE
CITY AND THE PUBLIC SAFETY MID-MANAGEMENT UNIT FOR FISCAL
YEAR 2019-2020**

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and the Public Safety Mid-Management Unit, in accordance with provisions of the Milias-Myers-Brown Act (Section 3500 et seq. of the Government Code), City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith with reference to the matters set forth in a Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Council of the City of Watsonville after reviewing the Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

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

That the Memorandum of Understanding between the Municipal Employee Relations Officer and the Public Safety Mid-Management Unit, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified and appropriated for the fiscal year July 1, 2019, to June 30, 2020, or until a new agreement has been executed.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATSONVILLE
AND
PUBLIC SAFETY MID-MANAGEMENT UNIT
2019-2020**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATSONVILLE
AND
PUBLIC SAFETY MID-MANAGEMENT
2019-2020**

This Memorandum of Understanding made and entered into this 1st day of July, 2019, by and between the representatives of the City of Watsonville (hereinafter the "City") and Public Safety Mid-Management (hereinafter "Unit") representing police Sergeants and Lieutenants.

1.0 GENERAL PROVISIONS

- 1.1 Effective July 1, 2019, and continuing through and including June 30, 2020, this Memorandum contains all items agreed upon by and between the City and the Unit.
- 1.2 The Personnel Rules and Regulations of the City of Watsonville are not altered, changed or modified by this MOU unless a specific reference is made herein.
- 1.3 Existing salaries and monetary benefits not changed, modified or specifically made reference to in this Agreement, shall remain in full force and effect during the term of this MOU.

2.0 AUTHORIZED DEDUCTIONS

2.1 Dues

The City agrees to deduct from the wages of employees dues in the amount and for the term prescribed by members of Unit. Any employee desiring to have such deduction made must sign an appropriate assignment form. City shall remit such deduction each month to the Treasurer of the Unit in accordance with normal payroll procedure.

2.2 Hold Harmless

The Unit shall indemnify and hold City harmless from any and all claims, demands, suits, or any other action arising from the deduction of said sums, including all costs and attorney's fees incurred by the City in defending same.

3.0 USE OF CITY FACILITIES

Subject to approval by management, City facilities shall be made available upon timely application for use by employees and the Unit. Application for such use shall be made to the management person under whose control facility is placed.

4.0 REASONABLE TIME OFF

Employee members of the Unit shall be allowed reasonable time off without loss of pay for the purpose of participating in contract negotiations. Employee members of the Unit shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. There shall be no more than three (3) employees excused from their duties at any one time to participate in these functions.

5.0 HOURS OF WORK AND SHIFT SCHEDULES

5.1 Work Schedule and Change of Shift

The Police Chief or his designated representative shall prepare a schedule showing the hours each employee of the department is to work except in emergency situations. The Police Chief shall give thirty (30) calendar days notice of a change in shift schedules and there shall be ten (10) calendar days notice of change in individual assignment except in cases of emergency or in cases of temporary assignment to maintain minimum staffing requirements caused by scheduled leave. Notice of change of individual assignment to maintain minimum staffing under these conditions shall be at least three (3) calendar days. No prior notice shall be required in emergency situations.

Employees assigned to the Operations Division will be allowed to select their shift based on seniority in classification.

Exceptions to the scheduling and seniority provisions set forth above:

1. Certified bilingual personnel may be exempt to ensure adequate allocation among shifts.
2. Probationary employees will be placed administratively on a team and shift.
3. Exemption: through the evaluation process, disciplinary action, legitimate operational needs, distribution of probationary employees, personnel hardship, medical reasons, legal reasons or restrictions, or extenuating circumstances, and officer may be assigned or reassigned to a certain shift.

5.2 Hours of Work

The normal work week for all covered employees not assigned to the Patrol Division shall consist of forty (40) hours; eight (8) hours per day not including meal periods.

5.3 Implementation of 4-10 Work Schedule

- 5.3.1 The Department shall continue the 4-10 work schedule through the term of this agreement (except as provided for in Sections 5.3.4 and 5.3.7). The work schedule shall apply to individuals assigned to patrol and any other divisions as specified by the Chief of police.
- 5.3.2 The Department shall have the option of scheduling employee's holidays off in conjunction with the employees' regular days off.
- 5.3.3 The Department shall assign shifts and days off to employees scheduled on the 4-10 work schedule. Employees may indicate a preference for shifts and or days off prior to Department scheduling. With the approval of the Department, employees may trade work schedules.
- 5.3.4 If at any time Department staffing drops below a total of thirty four (34) in the classification of Police Officer (including trainees), the Department shall have the option of immediately discontinuing the 4-10 schedule until such time as staffing rises to thirty four (34) police officers or more.
- 5.3.6 Individuals working the 4-10 schedule shall accrue time off at current (5-8 schedule) rates, converted to hours. Time off shall be charged at actual hours; ie. 10 hours per day. Effective January 1, 2008, the holiday accrual rate shall be consistent with a 10-hour schedule.

5.4 Investigations Schedule

All Sergeants assigned to the Investigations Division are scheduled to work an 80 hour work period within a two week pay period. The Investigations unit shall work a 4/10 schedule. Days off will be on Mondays and Fridays with half the staff off on either day. If the Police Chief determines it is operationally necessary to change to a 5/8 schedule, this may be implemented after providing 30 days notice to the employees and Association unless a shorter amount of notice is necessary for Department operations. Like patrol officers, the lunch period will be termed a "working lunch" and such a period shall not significantly detract from the eight-hour work day.

6.0 MEDICAL AND LIFE INSURANCE

The City shall maintain the current health insurance coverage options for all Unit employees.

The City shall contribute the same monthly amount per full time employee towards health insurance coverage as provided to Fire Local 1272 or the City's Management Unit, whatever is greater. The following is the current monthly amount per full time employee.

July 1, 2017	\$1,134.28
--------------	------------

- 6.1 The City agrees to pay a maximum of \$50/month towards any increased medical costs of the employee's share during the fiscal year beginning July 1, 2011. Any additional increases beyond \$50/month shall be shared equally (50/50) by employees and City.
- 6.3 The Unit agrees to participate jointly with the City and other employee groups in review of insurance coverage's during the term of this agreement. Upon health insurance committee recommendations to change or modify insurance coverage's; the parties agree to reopen negotiations on this issue only. Should changes occur due to insurance changes result in City cost below those set forth above, the intent of the parties is that the savings shall accrue to the employees.
- 6.4 The City shall maintain in effect life insurance coverage of Fifty Thousand Dollars (\$50,000). Dependent life insurance shall be Two Thousand Dollars (\$2,000.00).
- 6.5 Unit members may participate in the City's Long Term Disability Insurance, at their own expense (approximately 75%).

7.0 OVERTIME

- 7.1 Sergeants required to work more than the hours in a regularly assigned shift (i.e., more than eight (8) hours in one day if on a 5/8 schedule or more than ten (10) hours in one day if on a 4/10 work schedule) or more than forty (40) hours in one assigned work week shall be compensated at one and one-half (1-1/2) times their regular rate for time worked in excess of the limited noted above.
- 7.2 For purposes of calculating overtime compensation, approved leave (except leave without pay) shall be considered as time worked.

- 7.3 Sergeants who are recalled to duty shall be entitled to a minimum of four (4) hours overtime compensation. Employees called in or held over from a duty shift shall not be entitled to the four hour recall minimum, but shall be entitled to regular overtime compensation.
- 7.4 There shall be no pyramiding of overtime.
- 7.5 All overtime, including court time, shall be paid from the time an employee leaves the Police Department building until they return to it.
- 7.6 All required off-duty training and mandatory meetings shall be paid at overtime.
- 7.7 In the event it is mandatory to fill an overtime position, patrol or special event, the following shall be applied:
1. Except in cases of emergency, notice of mandatory overtime shall be issued at least ten (10) calendar days in advance for pre-planned events, and three (3) calendar days for all other situations.
 2. Mandatory overtime shall be assigned at the bottom of the seniority list except for the following exceptions:
 - a. Employee is working
 - b. Employee has not had a separation of work assignments of eight (8) or more hours
 - c. There must be a separation of 29 days or more from mandatory overtime assignments unless the pool of eligible officers has been exhausted. In the event this happens a 29 day separation will not be required.
 - d. Light duty employees, employees off of work due to injury or administrative leave
 - e. Employee is unavailable due to the mandatory overtime day overlapping with a pre-approved vacation on his/her days of work
 - f. Declaration in the form of a memorandum, to the preparer of the overtime, that the employee is unavailable due to a pre-planned event. The Division Captain or his/her designee will render the final decision.
 3. The Department shall maintain an updated list identifying the employees who are subject to the mandatory overtime assignment each day.

8.0 COURT TIME

Sergeants who must return from off-duty status to make court appearances on behalf of the City shall receive overtime in accordance with Section 7 of this MOU. A minimum of four (4) hours over-time shall be paid each court appearance involving a separate return from off duty status. This four (4) hour minimum compensation shall not apply for appearances occurring during an extension of the regular work day either before or after the assigned shift. The Sergeant shall not receive more than one (1) four (4) hour minimum compensation on a single court day, unless there are separate call backs more than four (4) hours apart.

Employees anticipating court appearances are responsible for checking the Santa Cruz County District Attorney's online scheduling system, or the current acceptable practice. Employees shall continue to be responsible for calling appropriate tape recordings and/or phone numbers to receive updated information as to court appearances. The City will institute a centralized system for notifying employees of court appearance changes through the Records Division; and maintain a system of logging all calls handled by the Division. Employees shall still be responsible for responding to calls received directly from the Court or its Sergeants. If Sergeants are contacted a minimum of two hours prior to a Santa Cruz court appearance or a minimum of one hour prior to a Watsonville court appearance, they shall not appear in court and no minimum payment shall be due.

9.0 COMPENSATORY TIME OFF

- 9.1 Sergeants assigned to the 5-8 schedule shall be allowed to accrue a maximum of forty (40) hours of compensatory time off. Compensatory time off shall accrue at the overtime rates as specified in Section 7.0.
- 9.2 Sergeants working a 4-10 work schedule shall not be eligible for compensatory time off.

10.0 ADMINISTRATIVE LEAVE

- 10.1 Due to their shift work responsibilities and other work requirements in excess of the normal work week, Lieutenants shall receive Administrative Leave of eighty (80) hours per year beginning July 1st. Unused administrative leave as of June 30 shall be paid off at the regular rate pay for the succeeding month. Lieutenants are not eligible to receive overtime.
- 10.2 The City shall pro-rate Administrative Leave up to a maximum of 6.66 hours per month for new hires in the Lieutenant classification and for every month during the fiscal year for which a Lieutenant was employed before termination of City service.
- 10.2 Notwithstanding that employees are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director

of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Unit employees are eligible for overtime (time and one half) compensation. Such overtime eligibility shall cease when the City Manager determines that the disaster response has ended.

10.3 Upon institution of a Department wide emergency as evidenced by Department wide cancellation of days off and vacations, overtime exempt Lieutenant(s) may be made eligible for additional (straight time) compensation if:

1. The Chief of Police approves request(s) for additional compensation by a Lieutenant(s). The decision by the Chief of Police is final.

10.4 Unit employees exempt from overtime shall not be required to utilize paid leave time nor be subject to paid deduction for authorized absences of less than one day.

11.0 HOLIDAYS

The following holidays will be observed for the term of this agreement:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday following Thanksgiving (in lieu of Election Day)
December 24 (in lieu of Admission Day)
December 25 (Christmas)
December 31

In lieu of February 12 (Lincoln's Birthday) employees shall receive one (1) floating holiday which shall be credited during the month of February. Employees shall have the option of receiving pay for a floating holiday by notifying the City in advance of the holiday.

Recognized holidays which fall on Saturday shall be observed on the preceding Friday. Recognized holidays which fall on a Sunday shall be observed on the following Monday.

Employees assigned to a 5/8 work schedule will observe the holidays specified in the MOU. In addition, beginning in 2020, Sergeants assigned to a 5/8 work schedule will observe Cesar Chavez Day and will be provided with 8 hours of CTO on the first full pay period in January which will expire on the the last full pay

period of December of that same year if not used. This equates to a total of 120 hours to equal those on a 4/10 schedule.

Employees assigned to the detective bureau working a 4/10 schedule will observe the City recognized holidays, as specified in the MOU, with the exception of Lincoln's Birthday. Employees assigned to the detective bureau will therefore receive a total of 12 holidays.

Employees assigned to a 4/10 work schedule (or any other alternative work schedule) will receive 10 hours of holiday pay per month, for a total of 120 hours of holiday pay. Holiday time-off will generally be as follows: Blue team holidays will be taken the first Wednesday of every month and Gold team holidays will be taken every third Wednesday. The Department has the discretion to change these days with proper advanced notice.

12.0 UNIFORM AND SAFETY EQUIPMENT

12.1 Safety Equipment

The City shall provide all safety equipment which is mandated by State law or required by the Chief of Police. The Chief shall determine the suitability of all safety equipment. In the event a Police Officer desires to replace any issued item for a different type, such replacement shall require the approval of the Chief and shall occur at the expense of the Officer.

12.2 Uniform Allowance

Uniform allowance shall be One Thousand One Hundred (\$1,100.00) Dollars per year per officer for the purchase and maintenance of required uniform items and footwear.

Newly-hired officers shall be advanced the first two (2) quarters of uniform allowance payment for the initial purchase of uniform items. Each officer shall be required to maintain proper dress as required by the Chief of Police.

12.3 Optional Equipment

With the approval of the Chief, Police Officers may carry additional items for their use while on duty at their own expense.

12.4 Required Equipment and Uniform Standards

The Chief of Police shall issue a list of all required safety equipment, uniform items, approved optional equipment, and standards for the wearing of uniforms.

12.5 Replacement of Safety Equipment

All uniform and/or safety equipment items issued to the employee by the City shall remain the property of the City whether new issue or replacement. All replacement of worn, damaged, or faulty equipment will require that the item to be replaced be surrendered to the Chief of Police or his authorized representative.

12.6 Personal Property

For purposes of replacement or repair of personal property destroyed in the line of duty, the City will pay up to \$200 for replacement, repair, or insurance deductible (whichever is less) for the following:

- 1) Watch
- 2) Prescription eyeglasses
- 3) Prescription or non-prescription sunglasses or reading glasses
- 4) Personal cell phone
- 5) Earpieces

Proof of damage occurring while acting in the course and scope of employment including a police report shall be submitted along with proof of replacement cost and submitted through the reimbursement process as established by the Department. In the event the cost of repair or replacement exceeds \$200, the employee may be reimbursed for any additional sums that are found to be reasonable. The reasonableness of any such additional sums shall be determined by the Chief of Police whose decision is final. The above replacement payments will not be paid more than one time for any of the above items within a contract year.

12.7 Clothing Replacement

Uniform and clothing items damaged in the line of duty will be replaced or repaired at City expense. Replacement or repair will take place only when the damage was not due to the negligence of the employee. Personal clothing items damaged in the line of duty would be repaired or the City would pay the reasonable value of the irreparable item\ not to exceed \$150 per year.

13.0 VACATION

13.1 Each employee shall accrue vacation as specified below:

0 through 5 years of service	12 days per year (96 hours)
6 through 12 years of service	16 days per year (128 hours)
13 or more years of service	20 days per year (160 hours)

14.0 SICK LEAVE

- 14.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.
- 14.2 Sick leave accumulated by Lieutenants and Sergeants in any calendar year in excess of 125 days (1000 hours) shall be paid at the rate of Fifty (50%) percent on the first payroll of December. The balance of such unused sick leave shall be added to the employee's accumulation and be eligible for PERS credit upon retirement. Unused sick leave may not be used to delay the date of an employee's disability retirement.
- 14.3 In accordance with California "Kin Care" law, in the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one-half of the annual sick leave allowance (7.5 days) by the department head. For the purposes of this section, immediate family shall include parents, spouses, domestic partners, and children. For purposes of this section, "parent" and "child" include biological, foster, adopted, step, or legal guardian relationships and a "child" also includes the child of a domestic partner. Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

15.0 PAID LEAVE

Paid leave may be taken in increments of less than one (1) day subject to normal leave procedures. Seventy-two (72) hours advance notice of absence except in case of emergency or sickness will be given to the department by all officers.

16.0 EDUCATION INCENTIVE PLAN

- 16.1 Sergeants who have obtained a POST Advanced Certificate will receive a differential of two and one half percent (2.5%) of their base wage rate, and Sergeants who have obtained a POST Supervisory Certificate or a BA or BS will receive a differential of five percent (5%) of their base wage rate. Officers promoting to the rank of Sergeant who were receiving educational incentive pay pursuant to section 20 of the POA MOU shall continue to receive such pay for up to 24 months pending receipt of the POST Supervisory Certificate.
- 16.2 Lieutenants shall receive a five percent (5%) differential for the POST Management Certificate. Sergeants promoting to the rank of Lieutenant who were receiving educational incentive pay pursuant to section 16.1 above, shall continue to receive such pay for up to 24 months pending receipt of the POST Management Certificate.

- 16.3 Employees who thereafter obtain such certificates will be paid in the applicable differential commencing with the first full pay period after submitting documented proof of same to the City.
- 16.4 Employees with a Master's degree from a regionally accredited university shall receive 2.5% on the first full pay period after verification is provided to Human Resources.

17.0 PAY DIFFERENTIALS

17.1 Detective Pay

Sergeants assigned to the Detective Bureau shall receive a differential of 5% for the period of their assignment as a Detective. Assignment to the Detective Bureau shall be at the sole discretion of the Chief of Police. It is understood that transfer from the Detective Bureau is not necessarily a matter of disciplinary action and may or may not require a notice other than that described in Section 5.0 and its sub-sections.

17.2 Bilingual Pay

Unit employees who can demonstrate proficiency in reading and speaking the Spanish language shall receive a bonus pay of 5% of base pay per month. This bonus shall apply to Officers in regular active service to the City. The City shall establish a method of testing for competency in the Spanish language. An Officer must pass the City's competency test on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Police Chief.

17.3 Bonus Pay Restrictions

Detective and Bilingual Bonus pay shall not affect a member's pay rate for purposes of computing overtime or other benefits based on salary.

17.4 Longevity Pay

Effective upon the first full pay period on or after July 1, 2017, any employee with at least 10 years of service as a sworn peace officer with the City of Watsonville shall receive a two percent (2%) Longevity Pay Premium, and any employee with at least 20 years of service as a sworn peace officer with the City of Watsonville shall receive an additional two and one-half percent (2.5%) longevity pay premium (for a total four and one-half percent (4.5%) longevity pay premium).

17.5 Shift Differential

Effective upon the first full pay period on or after July 1, 2019 or ratification of the contract, any employee assigned to graveyard shift will be subject to a 2.5% shift differential. This does not apply to shift trades, overtime or other short term assignments requiring occasional graveyard work.

18.0 SALARIES

18.1 Salaries in effect on June 30, 2019 shall be increased by four percent (4.0%) effective the later of the first full pay period on or after July 1, 2019 or ratification of the Memorandum of Understanding by the Unit and approval by City Council.

19.0 RETIREMENT

19.1 TIER 1: The following benefits are included in the City's retirement plan for employees hired on or before July 1, 2011:

- (a) 3% at 50 formula.
- (b) 1959 Survivor Benefits Fourth Level: Employee to pay employee contribution, City to pay employer contribution for Fourth level Benefit.
- (c) Government Code 21222.1 funded to May 31, 1983.
- (d) Government Code 21222.2.
- (e) Military Service Credit
- (f) Single Highest Year
- (g) Credit for unused Sick Leave Section 20862.8

TIER 2: For employees hired between July 1, 2011 and December 31, 2012 and for "Classic" members as commonly understood following the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance (i.e., employees that do not meet the definition of "new members"), hired after July 1, 2011 the retirement formula shall be 3% at 55 with final compensation based on the average of the highest wages earned in any consecutive 3-year period.

TIER 3: Pursuant to California Public Employee's Pension Reform Act of 2013 (PEPRA) the City shall provide the CalPERS 2.7% at 57 retirement plan for Public Safety employees that meet the definition of "new members" hired on or after January 1, 2013. Final compensation shall be

based on the average of the highest wages earned in any consecutive 3 year period.

- 19.2 Tier 1 and Tier 2 employees shall pay the 9% employee contribution towards PERS pursuant to the terms and conditions of IRS Code section 414(h)(2).

Per PEPRA, Tier 3 employees shall contribute 50% of the normal cost of the CalPERS benefit, or what is determined by CalPERS to be the employee contribution rate.

Effective the first full pay period commencing on or after July 1, 2018 (or as soon thereafter as administratively feasible), all Tier 1, Tier 2 and Tier 3 members will contribute an additional three percent (3%) toward the cost of their respective retirement benefits. The parties mutually recognize and acknowledge that the additional employee contributions provided herein satisfy the cost-sharing terms set forth in Government Code section 20516.5. Further, these additional employee pension contributions for Tier I and Tier II employees will be applied to the employee account with CalPERS pursuant to a contract amendment.

20.0 DEFERRED COMPENSATION PLAN

Employees shall be allowed to participate in a deferred compensation plan which currently exists for management personnel.

21.0 TUITION REIMBURSEMENT

Tuition reimbursement shall be governed by the City Administrative Rule and Regulation 3.1.1. City Administrative Rule and Regulation 3.1.1 Tuition Reimbursement is modified as follows:

Section II. 2. is modified to allow reimbursement of claims not to exceed \$2,000 per year.

It is acknowledged that employees may submit requests for POST training for approval for reimbursement provided, however, that it is acknowledged that training not mandated by the City shall be undertaken on the employee's own time.

22.0 RESIDENCY

As a condition of employment, all Safety employees hired by the City Police Department after July 2, 1983 shall, within six (6) months of date of hire, establish a bona fide residence and reside within a reasonable distance from the Watsonville Police Building. For this purpose "reasonable distance" shall be construed to mean fifty (50) miles.

23.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the P.O.A. shall remain vested with the City, unless expressly abridged by this MOU. These rights include but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocation's and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the recognized grievance procedure.

Section A. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU

Section B. In the exercise of the rights set forth in Section 22.0, the City has the right to make reasonable rules and regulations.

24.0 PEACEFUL PERFORMANCE

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, the Association shall make a good faith effort to stop such violations of this section.

25.0 IRS-125 PROGRAM

25.1 The City shall maintain in effect the IRS-125 program.

26.0 HEPATITIS/TB TESTING

Upon request, the City will provide employees with Hepatitis and/or TB tests.

27.0 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

28.0 ENACTMENT

It is understood that the foregoing shall be jointly submitted to the City Council for approval and upon approval this Agreement becomes final and binding.

29.0 NON-DISCRIMINATION

The City, the Association and the Union will continue to comply with applicable laws prohibiting discrimination on the basis of age, race, color, creed, religion, gender, gender identity, sexual orientation, national origin, marital status or registered domestic partnership, medical condition including genetic characteristics, or physical or mental disability.

The City shall not discharge or otherwise discriminate against any employee by reason of any Union activity not interfering with the performance of his work; and the Union, the Association and its members shall not in any manner discriminate against any employee by reason of his refusal to engage in Union activity. The City recognizes and agrees to abide by the Police Officers' Bill of Rights.

30.0 VEHICLES

The City shall provide a take-home vehicle for the Sergeant serving as the Investigations Supervisor.

31.0 FAMILY CARE AND MEDICAL LEAVE POLICY

31.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying Exigency Leave").

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reason during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave is to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member may take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

31.2 An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave,

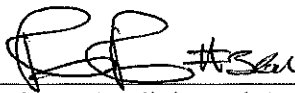
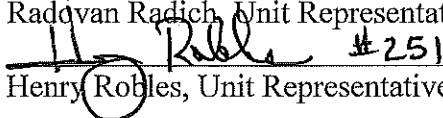
31.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave and 4850 leave will run concurrently with family leave.

PUBLIC SAFETY MID-MANAGEMENT UNIT

Date: 6/17/19

Date: 6-20-19


Rado van Radich, Unit Representative

Henry Robles, Unit Representative

CITY OF WATSONVILLE

Date: _____

Matt D. Huffaker, City

Manager

City Manager

RESOLUTION NO. _____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE CITY OF WATSONVILLE COMPENSATION AND BENEFIT PLAN FOR THE EXECUTIVE TEAM WHICH INCLUDES ASSISTANT CITY MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER, CHIEFS OF POLICE AND FIRE

WHEREAS, on May 14, 2019, the City Council adopted Resolution No. 65-19 (CM) extracting the at-will, general service positions from the Management Bargaining Unit; and

WHEREAS, the attached Compensation and Benefits Plan is intended to establish compensation, benefits and conditions of employment for all at-will positions including the Assistant City Manager, Department Heads, Deputy City Manager, Police Chief, and Fire Chief; and

WHEREAS, these positions are exempt from the Fair Labor Standards Act (FLSA), are at-will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

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

That the City Council hereby approves and appropriates the City of Watsonville Compensation and Benefits Plan for the Executive Team attached hereto and incorporated herein.



CITY OF WATSONVILLE

COMPENSATION AND BENEFITS PLAN FOR EXECUTIVE TEAM: ASSISTANT CITY MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER, CHIEFS OF POLICE AND FIRE

EFFECTIVE FIRST FULL PAY PERIOD ON OR AFTER JULY 1, 2019

Purpose and Intent: On May 14, 2019, the City Council adopted Resolution No. 65-19 (CM) extracting the at-will, general service positions from the Management Bargaining Unit. This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and conditions of employment for all at-will positions including the Assistant City Manager, Department Heads, Deputy City Manager, Police Chief, and Fire Chief. These positions are exempt from the Fair Labor Standards Act (FLSA), are at-will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

A. SALARY SCHEDULE

1. Effective on the first full pay period on or after July 1, 2019, salaries shall be increased by 3.0%.
2. Effective on the first full pay period on or after July 1, 2020, salaries shall be increased by 3.0%.
3. Per the City-wide salary study conducted by Bryce Consulting and resulting recommendations, if a classification is recommended for a total increase of more than 6.0% over the two years in order to achieve 70% of market equity or internal comparability, the additional recommended amount above 6% will be provided equally over the 2 years of the contract in the following classifications:

Administrative Services Director
Airport Director
Assistant City Manager
Community Development Director
Deputy City Manager
Fire Chief
IT Director
Library Director
Parks and Community Services Director
Public Works & Utilities Director
Police Chief

B. RETIREMENT

Retirement Contribution

1. **Miscellaneous Employees Retirement Plan.** The City provides the California Public Employees' Retirement System (CalPERS) 2% @ 55 retirement program plan for Miscellaneous employees hired before July 1, 2011, including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Employees shall pay the full 7% of the employee share.
2. **Miscellaneous Employees Two-Tier Retirement Plan.** The City shall provide the CalPERS 2% @ 60 retirement program plan for Miscellaneous employees hired on or after July 1, 2011 or upon effective date of CalPERS contract amendment including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Final compensation for employees hired on or after July 1, 2011 will be based on the average of the highest wages earned in any consecutive 3-year period. Employees shall pay the full 7% of the employee share.
3. **Miscellaneous Employees PEPRA Tier Retirement Plan.** Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the CalPERS 2% at 62 retirement plan for Miscellaneous employees hired on or after January 1, 2013 or as soon as administratively possible. Final compensation will be based on the average of the highest wages earned in any consecutive 3-year period.
 - a. **Miscellaneous Employees PEPRA Retirement Contribution.** Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), Miscellaneous employees hired on or after January 1, 2013 shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.
4. **Public Safety Employees Retirement Plan.** Public Safety members of the Management Unit hired prior to July 1, 2011 shall be subject to the same CalPERS retirement program plan provisions outlined in the appropriate public safety bargaining unit MOU.
5. **Public Safety Employees Two-Tier Retirement Plan.** Public Safety members of the Management Unit hired on or after July 1, 2011 shall be subject to the same Two-Tier CalPERS retirement program plan provisions outlined in the appropriate public safety bargaining unit MOU. Employees shall pay the full nine percent (9%) of the employee share effective on or after July 1, 2013.
6. **Public Safety Employees PEPRA Tier Retirement Plan.** Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the CalPERS 2.7% at 57 retirement plan for Public Safety employees hired on or after January 1, 2013 or as soon as administratively possible. Final compensation will be based on the average of the highest wages earned in any consecutive 3-year period. Employee will pay the full nine percent (9%) of the employee share effective the first full pay period on or after July 1, 2013.
 - a. **Public Safety Employees PEPRA Retirement Contribution.** Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), Public Safety employees hired on or after January 1, 2013 shall pay at least

50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.

- 7. Retirement Tax Deferment.** The City shall maintain the IRS Sec. 414(h)(2) provision allowing employees to make employee retirement contributions with pretax (tax deferred) dollars.

C. ADMINISTRATIVE LEAVE

1. Employees shall receive Administrative Leave of 13.5 days per year beginning the first full pay period on or after July 1, 2019. Unused Administrative Leave as of June 30 shall be paid off at the regular rate of pay the succeeding month.
2. Employer shall pro-rate Administrative Leave up to a maximum of 9 hours per month for new hires and for every month during the fiscal year for which an employee was employed before termination of City service.

D. OVERTIME PAY-DISASTER RESPONSE

Notwithstanding that employees are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Unit employees are eligible for overtime compensation. Such overtime eligibility shall cease when the City Manager determines that the disaster response has ended.

E. AUTO

1. Mileage reimbursement for Unit employees shall be at the Federal IRS allowable reimbursement rate.

F. AT WILL STATUS\SEVERANCE PAY

1. As provided in Section 1001 of the City Charter, the City Manager, City Clerk, City Attorney, and each Department head are in the general service (i.e. at-will). Section 800 of the City Charter provides that the City Council shall establish by ordinance, not inconsistent with the Charter for the organization, conduct and operation of several offices, departments, and other agencies of the City. Section 800 goes on to provide that the City Council may also by ordinance establish additional departments and/or alter or abolish existing departments and/or assign and reassign duties and responsibilities to departments.

At-will status shall mean the right to terminate the employment relationship for any reason, with or without cause, with or without notice, without further obligation or liability except for the severance pay

The City need not state reasons for release of such identified at-will or general service employees, and such employees have no right or expectation to have release or post-release proceedings, hearings, or appeals, except persons subject to the Public Safety Officer Procedural Bill of Rights (Govt. Code Section 3300 et seq). Specifically, the Chief of Police shall be afforded the protections of subdivision (c) of Section 3304 of the Government Code.

As of the date of this Compensation Plan, the following positions are at-will and subject to general service. These employees have no right to return to employment in a former position or a right to employment in a former position, or a right to employment in any other position within the City by reason of their employment status:

Community Development Director
Administrative Services Director
Library Director
Parks and Community Services Director
Public Works and Utilities Director
Information Technology Director
Airport Director
Assistant City Manager
Deputy City Manager
Fire Chief
Police Chief

No statement, whether oral or written, or conduct may change such status, except a formal resolution of the Council resolved at a duly held meeting adopting a change of the terms of this MOU. Apart from the Council at a duly noticed meeting no person employed by the City has the authority to modify the at-will or general service status of such of head of department employees.

2. Such at-will general service employees shall be entitled to receive three months severance pay if involuntarily terminated by the City. Excluded from the severance pay provision are terminations for illegal activities, gross malfeasance or dereliction of duties or absence from employment without a good cause.

G. SPECIAL PROVISIONS-PUBLIC SAFETY

Uniform Allowance Uniform allowance shall be -Seven Hundred (\$700.00) Dollars per year for the Police Chief and Fire Chief

H. BILINGUAL PAY

In limited circumstances, the City Manager may approve Bilingual Pay if it is found to be integral and necessary to the position per the following guidelines.

Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I Written and/or Conversational Bilingual Premium Pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City's bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and provide basic written translations on a regular and on-going basis, as certified by the Department Head

1. Level I Written and Conversational Premium Pay:

- (a) For employees hired after November 1, 2006 the City shall pay a stipend of \$250/month, pro-rated for part time employees.
- (b) Employees eligible for Level I Premium Pay before November 1, 2006 shall receive premium pay equal to five percent (5%) of his/her base salary as of November 1, 2006, with the premium rounded to the nearest dollar, and exclusive of any retroactive wage increases provided under this agreement. A list of each employee's premium pay under this section will be provided to the Unit. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

2. Level I Conversational Only Premium Pay:

- (a) For employees who become eligible and receive Level I Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part-time, regular employees.
- (b) Employees currently receiving Level I Written and Conversational Bilingual Premium Pay pursuant to Section 1.8.2 shall continue to receive the premium pay.

3. Level II Bilingual Translator Premium Pay:

In addition to the Level I stipend for Written and Conversational bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of City residents (i.e. City mailers, City Council minutes, inserts in City utility bills, etc.). Level II Bilingual Translators must meet all requirements under Level I prior to applying for Level II consideration.

- (a) Qualified Level II Translators shall receive the Level I stipend as outlined in 1.8.2 (b) and an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.

I. INSURANCE

1. Health Insurance

The City shall maintain in effect current health insurance coverages for all full-time employees in the general services.

The City shall contribute the following monthly amounts towards health insurance coverage for full time employees defined above

Per employee	\$1,134.28
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If plan contribution increases are necessary for the 2020 and 2021 plan years, the City and Employee contribution shall be shared equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above \$45/month cap are subject to discussion with the City Manager.

Should insurance plan changes result in City costs below current costs, the intent of the parties is that the savings shall benefit both the employees and City equally.

A representative from the general service may attend the City Employees Health Committee (CEHC) meetings to provide input.

2. Excess Disability Insurance

- 1. In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State law. This does not supersede Workers' Compensation laws relating to Public Safety employees.
- 2. In addition to this amount, the employee may receive an appropriate

amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.

3. The employee may also receive \$50.00 per week extra disability coverage in lieu of accrued sick leave pay.
4. In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
5. It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 2.2.3 above is to be implemented.
6. Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.
7. The \$50.00/week excess coverage shall not apply until the seventh (7th) calendar day following injury or illness event.

3. Long Term Disability

The City shall continue paying the Long Term Disability Insurance premium

4. Life Insurance

Life insurance coverage is Fifty (\$50,000) Thousand Dollars for all Unit employees and Two Thousand (\$2,000) Dollars per dependents.

J. LEAVES

1. Vacation Leave

1st year	12 days
2nd year	13 days
3rd year	14 days
4th year	15 days
5 - 10 years	16 days
11+ years	20 days

Employees with more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum by December 31, 2017. After one year of service, each employee will be expected to take during each year the vacation to which he/she is entitled. After December 31, 2017, when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an

employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

2. Holidays

There shall be fourteen (14) holidays per year as specified below:

January 1 (New Year's Day)
January 21 (Martin Luther King Day)
Lincoln's Birthday (Floating holiday)
Third Monday in February (Washington's Birthday)
March 31 (Cesar Chavez Day)
Last Monday in May (Memorial Day)
July Fourth
First Monday in September (Labor Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday following Thanksgiving (in lieu of Election Day)
December 24 (in lieu of Admission Day)
December 25 (Christmas Day)
December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

3. Sick Leave

Each employee shall accrue sick leave in the amount of one and one quarter (1-1/4) days per month of service (10 hours). Sick leave is payable per City Personnel Rules and Regulations.

The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of 50% of such excess on the first payroll of December. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours).

Unused sick leave may not be used to delay the date of an employee's disability retirement.

**City of Watsonville
Public Works and Utilities**



M E M O R A N D U M

DATE: June 12, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director Public Works & Utilities
Gabe Gordo, Public Works Administrative Services Manager

SUBJECT: Resolution Consenting to the Inclusion of Properties within the Territory Of The City of Watsonville in the CMFA Open PACE Program; Authorizing the CMFA to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments within the City of Watsonville, and Authorizing Related Actions.

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution consenting to the City's participation in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program:

- 1) Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; and
- 2) Authorizing the City Manager to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

DISCUSSION:

California Municipal Finance Authority is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 300 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; PACE Equity, LLC; Samas Capital LLC; Structured Finance Associates, LLC;

and Twain Community Partners II LLC; are offering PACE financing for residential and commercial property owners in its member territories.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid-off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

In 2016, the City Council approved resolutions approving PACE programs offered by California HERO and Golden State Finance. AB 811 (2008) and AB 474 (2010) adopted by the State of California authorized Cities to designate areas within their respective jurisdictions in which property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. Authorizing the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program provides another alternative to City residents as the market for these services increases.

STRATEGIC PLAN:

Participation in PACE allows improvements in energy efficiency to residential properties, which support goals of maintaining infrastructure in Priority 3 Infrastructure and Environment of the City Strategic Plan

FINANCIAL IMPACT:

There is no fiscal impact to the City by consenting to the inclusion of properties within the City limits in the California California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program. All costs are collected on the property owner's tax bill.

ALTERNATIVES:

City Council may decide not to approve the resolution approving the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program.

ATTACHMENTS:

1. Request Letter Dated 5/30/19
2. PACE Legislation Overview

cc: City Attorney



May 30, 2019

Mr. Gabriel Gordo
Public Works Administrative Services Manager
City of Watsonville
320 Harvest Drive
Watsonville, CA 95076

RE: Property Assessed Clean Energy (PACE)
Request for Authorization

Dear Gabriel:

On behalf of the California Municipal Finance Authority (CMFA) and Energy Efficient Equity (E3), we appreciated the opportunity to meet with you to discuss PACE programs within the City of Watsonville. We are writing to you to respectfully request your consideration of a resolution to authorize CMFA providers to conduct PACE financing in Watsonville, thereby advancing competition within the marketplace and benefitting the residents of the City.

As you know, each PACE provider and their respective Joint Powers Authority (JPA) must receive authorization before it is allowed to do business in a particular jurisdiction. The PACE administrator California Statewide Communities Development Authority (CSCDA) was authorized in Watsonville on September 14, 2016 (please see attached resolution and staff report from that Council meeting). We are again seeking authorization to provide similar services that the City Council has already approved for the CSCDA.

About CMFA

Energy Efficient Equity, Inc. (E3) is a PACE provider under the California Municipal Financing Authority's (CMFA) PACE program. E3 currently operates in approximately 150 jurisdictions throughout California. Nearby jurisdictions that have already authorized the CMFA include the City of Santa Cruz, Gilroy and Morgan Hill.

Why Include Further PACE Providers?

Including further PACE programs in the City will advance competition and consumer choice within the marketplace. Competition among PACE providers benefits consumers by providing multiple options, encouraging improved services and potentially reducing interest rates. As with any financial choice, the ability for consumers to have multiple providers that meet their individual needs is paramount.

PACE Providers are Equally Regulated

The California Department of Business Oversight is the State-regulating entity for all PACE providers. All PACE providers are subject to the same regulations and requirements, and must apply consumer protections equally. There are no differences in the requirements for PACE providers to act appropriately in the City and those that violate the regulations are subject to the State-imposed penalties.

We have attached an overview of the legislative changes related to PACE that have been implemented over the last few legislative sessions to significantly enhance consumer protections and disclosures. We have also attached a draft authorizing resolution and staff report for your consideration. E3 and our consultant Capitol Core Group will work with you to provide more information about authorization should you have further questions. We appreciate this opportunity to request consideration of our JPA for authorization before the City Council. Should you have any questions please call either Jeff Simonetti at 909-568-5645 or myself at 858-616-7500.

With Best Regards,

Chris Peterson
Vice President Municipal Development
Energy Efficient Equity

CC: Members of the City Council
Matt Huffaker, City Manager

Overview of PACE Legislation in California

Introduction

As the PACE industry as a whole has grown, we have worked together with the Legislature to implement a comprehensive legislative reform package in California to add strong consumer protections and disclosures for all PACE customers. From 2016-2018, the PACE industry passed 5 main pieces of legislation that clarify and codify a variety of consumer protection and disclosure items. **As a result of both changes to our practices and five key pieces of legislation, the PACE industry is now the most comprehensively regulated and most successful consumer finance industry for home energy efficiency improvements.** As a note, this legislative package applies to all PACE providers, regardless of their JPA affiliation. The following is an overview of these changes that the industry has addressed.

AB 2693 (Dababneh, Signed September 25, 2016)

- Applicants have a three day right to cancel the contract for a refund and will not be charged a cancellation fee should they cancel the contract.
- The homeowner will receive a Financing Estimate and Disclosure (“Know before you Owe”) form which lays out the key components of the financing agreement such as term, interest rate, etc.
- The form also requires disclosure that the homeowner may be obligated to pay off the balance of the PACE lien when refinancing or selling the property.
- A contractor or PACE provider **cannot** make financial representations about the potential increase in value to a property as a result of the PACE assessment without an appraisal, broker’s opinion of value or an automated valuation model to derive property value.

SB 242 (Skinner, Signed October 4, 2017)

- Requires a live phone call with the PACE applicant to review key contract terms to make sure the applicant understands the terms of the PACE assessment.
- Requires translation of contract documents into the language of choice of a customer should he or she request.
- Applicants have a 3-day right to rescind the contract.
- Prohibits PACE providers from providing direct or indirect cash payments or anything of a material value to a contractor or 3rd party that is in excess of the actual price charged to the property owner for the sale or installation of efficiency improvements financed by an assessment contract.

AB 1284 (Dababneh, Signed October 4, 2017)

- AB 1284 requires that PACE providers assess the ability of the homeowner to make their PACE payments when deciding if a homeowner qualifies for financing.
- PACE providers will also be required consider the amount of the annual PACE payment in the context of the household’s income, existing debt obligations, and regular living expenses.

AB 2063 (Aguiar-Curry, Signed September 27, 2018)

- AB 2063 changes the timing by which a PACE provider must determine an applicant's ability to pay from prior to the recordation of the assessment to prior to the execution of the assessment contract and the home improvement contract.
- As such, no work can begin and the applicant will have no financial obligation until the PACE provider has verified the applicant's ability to pay.

SB 1087 (Roth, Signed September 27, 2018)

- The bill requires the Department of Business Oversight (DBO) to publish a searchable list of contractors that are enrolled to provide PACE services. These contractors must maintain in good standing a license from the Contractor's State License Board (CSLB).
- It also requires the DBO to list contractors that have been suspended for disciplinary reasons.

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY'S JURISDICTION; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Watsonville (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE

Energy Solutions, LLC; PACE Equity, LLC; Samas Capital LLC; Structured Finance Associates, LLC; and Twain Community Partners II LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs.

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

1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

2. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City

and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Mayor or City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Administrative Services Manager of Public Works.

5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

**City of Watsonville
Watsonville Police Department**

M E M O R A N D U M



DATE: June 18, 2019

TO: Matthew D. Huffaker, City Manager

FROM: David Honda, Chief of Police
Lola Maldonado, Police Fiscal Manager

SUBJECT: Department of Alcoholic Beverage Control Grant

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION:

That the City Council adopt a resolution authorizing the City Manager or his designee to accept the State of California, Department of Beverage Control grant for Fiscal Year 2019-2020 in the amount of \$56,640 for the reduction of alcohol related disorder issues in the City of Watsonville, and to execute all required documents and appropriate funds to the grant budget.

DISCUSSION:

In 1995, the Department of Alcoholic Beverage Control (ABC) embarked on a new and innovative approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through a grant assistance program. The mission is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets, and then institutionalize those approaches within the local police agency.

Budget reductions at the State and local level greatly reduced law enforcement staff assigned to alcoholic beverage law enforcement. Many of the State's police and sheriff's departments re-prioritized their missions and diverted their ABC-related enforcement resources to other areas such as violent crime suppression and street patrol. There's now a strong movement by cities and communities for more regulation and education to prevent crime as it relates to the increasing number of alcohol outlets.

The main goals of the program are to:

- (a) Achieve the goals and objectives of the local enforcement agency's grant agreements;

- (b) Establish close working relationships between ABC district offices and the grant agencies;
- (c) Prioritize law enforcement efforts and target those licensed outlets that cause alcohol-related crimes;
- (d) Develop records management systems to ensure police reports are systematically sent to the ABC district offices as required by law; and
- (e) Assist in the training of local law enforcement.

The Watsonville Police Department will establish a team comprised of one sergeant and four officers to complete the grant's goals and objectives. Some of the objectives include identifying and targeting problematic establishments, minor decoy operations, shoulder tap operations and training for local law enforcement. In addition, the team will be coordinating Informed Merchants Preventing Alcohol Related Crime Tendencies (IMPACT) operations to ensure that retailers are compliant with state laws, ABC license conditions and the city's alcohol ordinance. Retail licensees will also have the opportunity to attend a Licensee Education on Alcohol and Drug (LEAD) Program which has been proven to be an effective prevention strategy that reduces problematic outlets.

STRATEGIC PLAN:

The Watsonville City Council has made Protect Public Safety its top priority. The ABC grant assistance program supports this goal by focusing its efforts on problematic licensed outlets that cause crime in an effort to reduce alcohol related disorder and improve quality of life.

FINANCIAL IMPACT:

The ABC Grant in the amount of \$56,640 does not require any local match funds and has no financial impact to the General Fund.

ALTERNATIVES:

The City Council may choose to not accept these grant funds and enforcement of alcohol-related issues, problematic alcohol outlets will continue to be sporadic as time allows and funded through general fund monies rather than alternative revenue sources.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING A \$56,640 STATE OF CALIFORNIA GRANT ASSISTANCE PROGRAM AWARD (GAP) ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR FISCAL YEAR 2019-2020 FOR THE REDUCTION OF ALCOHOL-RELATED DISORDER ISSUES IN THE CITY; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

WHEREAS, the Watsonville Police Department submitted a grant proposal to the State of California Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC) for the reduction of alcohol-related disorder issues in the City; and

WHEREAS, the City of Watsonville was awarded a \$56,640 grant by the California Department of Alcoholic Beverage Control for Fiscal Year 2019-2020; and

WHEREAS, the City of Watsonville desires to undertake a certain project designated to reduce alcohol-related disorder issues in the City to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by ABC.

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

1. That the \$56,640 grant from the California Department of Alcoholic Beverage Control for Fiscal Year 2019-2020 is hereby accepted.

2. That the City Manager of the City of Watsonville or his designee is hereby authorized and directed to execute in the name of the City of Watsonville, any and all documents required by the California Department of Alcoholic Beverage Control,

including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

3. It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

4. That the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

5. It is also agreed that this award is not subject to local hiring freezes.

6. That the \$56,640 grant is hereby appropriated to the Special Grants Fund [0260].



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

5:30 P.M.

City Council Chambers
275 Main Street, 4th Floor

 X Regular Adjourned Special Meeting of June 25, 2019
[Date]

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

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


1. Agency negotiators: Mayor's Ad Hoc Committee (Mayor Pro Tempore Garcia, and Council Members Gonzalez, and Parker)
- Unrepresented employee: City Manager
Unrepresented employee: City Clerk

B. PERSONNEL MATTERS
(Government Code Section 54957)

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
- Title: City Manager
Title: City Clerk

Dated: Thursday, June 20, 2019

Prepared by: _____


Alan J. Smith, City Attorney

City of Watsonville
Community Development Department



M E M O R A N D U M

DATE: June 20, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Suzi Merriam, Community Development Director
Justin Meek, Principal Planner

SUBJECT: Public Hearing to consider approving an Amendment to Coastal Development Permit/Special Use Permit with Design Review CDP No. 00-28 (PP2019-43) to allow construction of a new auditorium building on the existing Pajaro Valley High School (PVHS) campus located at 500 Harkins Slough Road (APN 018-281-63)

AGENDA ITEM: June 25, 2019 **City Council**

RECOMMENDATION

The Planning Commission adopted Resolution No. 08-19 (PC), recommending that the City Council approve an Amendment to CDP No. 00-28 (PP2019-43) to allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, based on the attached findings and conditions of approval.

DISCUSSION

On June 4, 2019, the Planning Commission considered all written and verbal evidence regarding this application at a public hearing and made findings in support of the required Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus. All individuals who spoke at the public hearing expressed support for the project. Attachment 1 provides the draft minutes for the hearing, and Attachment 2 provides the packet of written materials.

The staff report to the Planning Commission includes a detailed description of the history of the PVHS campus, including a major amendment to the City's certified Local Coastal Program (LCP), in 1999, to facilitate development of a high school on the subject site and the subsequent application and approval of CDP No. 00-28, in 2001, to allow construction of the now existing PVHS campus. As part of the background information, it further provides the actions taken by the Pajaro Valley Unified School District (PVUSD) to first fund, in 2012, and then obtain approval, in 2017, of the proposed auditorium building. As described in further detail in Attachments 8, 9 and 10 to the Planning Commission packet,

the Coastal Commission indicated that approval of the requested CDP Amendment was not done correctly and therefore PVUSD did not have a valid coastal development permit to proceed with the auditorium project.

Approval of the PVHS Athletic Field Project, in 2018, was described to set up the discussion of the 2017 Settlement Agreement between PVUSD and the Watsonville Pilots Association (WPA) and the importance of the letter sent by Caltrans Deputy Attorney Raiyn Bain. This letter provided direction to enable processing and approval by the City of the PVHS Athletic Field Project. The City's action to approve an Amendment to CDP No. 00-28 to allow construction of the PVHS Athletic Field Project was not appealed or found to be deficient by the Coastal Commission. PVUSD was allowed to proceed with the construction of the approved project; a groundbreaking ceremony was held on April 15, 2019.

A new application has been submitted to allow construction of the PVHS Auditorium Project. Included with the application is a letter from Caltrans Deputy Attorney Raiyn Bain that, as with the PVHS Athletic Field Project, provides guidance for the City Council's approval of an Amendment to CDP No. 00-28 to allow the construction of an auditorium building.

In addition to this background information, the staff report to the Planning Commission provides a detailed discussion of the major issues related to the proposed auditorium. This discussion addresses how the proposed project conforms with specific policies and development requirements concerning the following:

- Building coverage
- Building height
- Development envelope and building design
- Visual resources
- Lighting
- Noise
- Airport land use compatibility
- Drainage
- Utility connections
- Agricultural buffer/restricted use areas
- Environmentally sensitive habitat area (ESHA) buffers

A consistency analysis addressing all applicable LCP policies and performance standards is also included as Table 1 within the findings attached to the Resolution (see "Exhibit A").

Standard of Review

The decision before the City Council requires findings, either for denial, or as recommended, for approval that are supported by substantial evidence. *Toigo v Town of Ross* (1998) 70 Cal App 4th 313, 317. If appealed, the Coastal Commission will consider whether the decision was supported by findings and, considering the entire record, the findings were supported by substantial evidence.

Required Findings

A modification request may be granted only if the reviewing body determines that: (1) the proposed modification would not lessen or avoid the intended effect of the approved coastal development permit; and (2) the modified project would be consistent with the LCP. Draft findings in support of the requested Amendment to CDP No. 00-28 are included in Exhibit A to the Resolution for review and consideration by the City Council.

The following is supportive evidence for the first required finding:

The subject property is designated Coastal Zone on the General Plan Land Use Map and is within the CZ-C (Coastal Zone – Area C) Zoning District. Any proposed development is required to first obtain a coastal development permit. The purpose of a coastal development permit is to ensure that development within a Coastal Zone District is consistent with the LCP Land Use Plan (LUP) and Coastal Zone Implementation Plan (IP).

The LUP and IP identify the development of a public school as a conditionally permitted use in the CZ-C Zoning District as long as it is constructed before January 1, 2010. The existing high school was approved in 2001 and constructed in 2003. The proposed project involves an amendment to the coastal development permit for the high school to allow the construction of an auditorium building onsite, and would not change the use of the existing high school. While the proposed auditorium would not change the use of the site, and therefore is conditionally permitted, it is subject to development standards and conditions of approval. A detailed LCP consistency analysis is provided as Table 1, under Finding No. 2.

PVUSD is subject to airport land use laws and other requirements of the State Aeronautics Act as implemented by the City, including airport land use compatibility policies to be incorporated in an adopted General Plan. In a letter to the City (dated January 9, 2019), Caltrans recognizes that acquisition of a school site represents a major commitment for a school district and a suitability finding for a school siting should, under appropriate circumstances, allow for “limited grandfathering” for:

- Enabling the City Council to consider approval of the Auditorium Project proposed by PVUSD for an amendment to the 2001 CDP No. 00-28 for the High School without prior incorporation of the California Airport Land Use Planning Handbook and FAA Regulations into the Watsonville General Plan as “non-discretionary” standards as otherwise required by the 2010 Court of Appeals Decision; and without requiring the “most stringent” standards required under the 2014 Superior Court Decision; and
- Allowing intensity of use for the Auditorium Project to be based on the 1,200-person maximum allowed in the 2011 Handbook rather than applying the “most stringent” Handbook standard applicable as otherwise required under the 2014 Superior Court Decision.

Caltrans further indicated that they would not object to the above-described “limited grandfathering” under certain conditions, which have been included as conditions of approval for the Amendment of CDP No. 00-28 under Condition of Approval No. 126.

All projects that involve new development on land within the Watsonville Municipal Airport influence area and require a permit or other discretionary approval require review for compliance with safety compatibility criteria. For nonresidential development, the safety compatibility criteria is land use intensity, which is measured in terms of the number of people per acre. As previously mentioned in Caltrans letter, the intensity threshold shall be based on the “1,200-person maximum allowed in the 2011 Handbook.” The proposed project could result in an intensity of 900 people per acre and, therefore, would not exceed the maximum land use intensity allowed per Caltrans.

The following is supportive evidence for the second required finding:

The proposed project would amend CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus. The City finds that the proposed project is consistent LUP policies and associated IP development standards, as set forth in Table 1 (see pages 3 through 9 of Exhibit A).

Therefore, staff recommends that the City Council adopt the Resolution approving the Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, subject to findings and conditions.

STRATEGIC PLAN

The purpose of the City of Watsonville’s 2018-2020 Strategic Plan is to help the City prioritize its efforts, allocating both fiscal and human resources to achieve a shared vision and goals. The 2018-20 Strategic Plan identifies six goals, concerning housing, fiscal health, infrastructure and environment, economic development, community engagement and well-being, and public safety.

While approval of the proposed auditorium is not listed in the City’s 2018-20 Strategic Plan, this action will not conflict with any of the identified goals and is consistent with the City Council’s goal to enhance the community’s image by supporting enhancements to the existing PVHS campus.

FINANCIAL IMPACT

Approval of an Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus would not have a financial impact on the City.

ALTERNATIVES

The City Council, in the exercise of its independent judgment as the decision-making body on coastal development permits, may request additional information prior to approving the Amendment to CDP No. 00-28.

The City Council could provide findings that the proposed PVHS Auditorium Project is not consistent with policies and implementing ordinance of the City's certified LCP and deny the proposed Amendment to CDP No. 00-28.

ATTACHMENTS

1. June 4, 2019 Planning Commission public hearing draft minutes
2. June 4, 2019 Planning Commission meeting packet (including all attachments)
3. Visual Simulations

Electronic copies of the Plan Set and other attachments are available on the City's website at: <https://www.cityofwatsonville.org/DocumentCenter/Index/157>.

cc: City Attorney

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION
OF THE CITY OF WATSONVILLE

COUNCIL CHAMBERS
275 MAIN STREET, 4th FLOOR, WATSONVILLE, CALIFORNIA

June 4, 2019

6:02 PM

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

1. ROLL CALL OF COMMISSIONERS

Present were Commissioners Anna Kammer, Jenna Rodriguez, Jenny T. Sarmiento, Philip F. Tavarez, Vice-Chair Matthew H. Jones and Chair Jenni Veitch-Olson. Commissioner Ed Acosta was absent.

Staff members present were City Attorney Alan Smith, Community Development Director Suzi Merriam, Principal Planner Justin Meek, Associate Planner Ivan Carmona, Police Captain David Rodriguez, Recording Secretary Deborah Muniz, Administrative Assistant II Maria Elena Ortiz, Development Review Technician Lizette Salgado, and City Interpreter Carlos Landaverry.

2. PLEDGE OF ALLEGIANCE

Chair Veitch-Olson led the Pledge of Allegiance.

3. PRESENTATIONS AND ORAL COMMUNICATIONS

Commissioner Kammer gave a brief summary about the Open Street event she attended over the weekend. Additionally, she invited the public to attend the upcoming Music in the Plaza events and the Bicycle Criterium event on Saturday, July 6, 2019.

Chair Veitch-Olson invited the public to attend the Mayor's bike ride event on Saturday, June 8, 2019 at 10 AM. Additionally, she reminded the public to keep pets safe during the upcoming Fourth of July events.

4. PUBLIC HEARINGS

A. RECOMMENDATION TO CITY COUNCIL ON AN APPLICATION FOR AN AMENDMENT TO THE COASTAL DEVELOPMENT PERMIT/SPECIAL USE PERMIT WITH DESIGN REVIEW NO. 00-28 ("CDP NO. 00-28") (PP2019-43) TO ALLOW CONSTRUCTION OF A NEW AUDITORIUM BUILDING ON THE



EXISTING PAJARO VALLEY HIGH SCHOOL CAMPUS LOCATED AT 500 HARKINS SLOUGH ROAD (APN: 018-281-63), FILED BY THE PAJARO VALLEY UNIFIED SCHOOL DISTRICT, APPLICANT AND PROPERTY OWNER

1) Staff Report

Staff Report was given by Principal Planner Justin Meek.

2) Planning Commission Clarifying & Technical Questions

In answering Commissioner Sarmiento's question regarding additional parking, Principal Planner Meek clarified that since the auditorium is being used to accommodate school events, and not further intensifying the site, additional parking is not required.

In answering Commissioner Kammer's inquiry regarding drainage, Principal Planner Meek stated that the Engineering department reviewed the project plans and determined that it met the City's post construction storm water requirements.

3) Applicant Presentation

Joe Dominguez, Pajaro Valley Unified School District Chief Business Officer and Matt Levy, Pajaro Valley High School Principal, thanked City staff for all of their work on the project. Both Mr. Dominguez and Mr. Levy stressed the positive impact and benefit this auditorium will bring to the school. Mr. Dominguez shared that they plan on using the auditorium as a resource for the community by undergoing a facility use permit process which will allow them to host community events.

4) Planning Commission Clarifying & Technical Questions

In answering Commissioner Kammer's questions, Mr. Dominguez reiterated that they hope on utilizing the auditorium to host community events and went over the projected completion dates for both the athletic field and auditorium.

5) Public Hearing

Chair Veitch-Olson opened the public hearing.

Hearing no further comment, Chair Veitch-Olson closed the public hearing.

6) Appropriate Motion(s)

MOTION (main): It was moved by Commissioner Sarmiento, seconded by Chair Veitch-Olson to approve the motion recommending to City Council



UNADOPTED MINUTES 4.A.

an application for an amendment to the Coastal Development Permit/ Special Use Permit with design review No. 00-28 ("CDP No. 00-28") (PP2019-43) to allow the construction of a new auditorium building on the existing Pajaro Valley High School Campus located at 500 Harkins Slough Road (APN: 018-281-63).

7) Deliberation

Commissioner Rodriguez, Tavaréz and Chair Veitch-Olson all spoke in support of the item and are looking forward to its completion.

Commissioner Kammer also spoke in support of the item and thanked Principal Levy for all of his dedication to the project. Additionally, she expressed concern and advocated for all of those students that walk to school in hopes that safe routes can be provided for all pedestrians and bicyclists.

8) Chair Calls for a Vote on Motion(s)

AYES:	COMMISSIONERS:	Kammer, Rodriguez, Sarmiento, Tavaréz, Jones, Veitch-Olson
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Acosta

B. CONSIDERATION OF MOTION RECOMMENDING APPROVAL OF AN APPLICATION FOR A SPECIAL USE PERMIT WITH ENVIRONMENTAL REVIEW (PP2019-60) TO ALLOW THE ESTABLISHMENT OF A HARD CIDER MANUFACTURER (SANTA CRUZ APPLE CIDER COMPANY) WITH A 300 SQUARE-FOOT TASTING ROOM IN AN EXISTING 1,504 SQUARE-FOOT INDUSTRIAL TENANT SPACE LOCATED AT 56 HANGAR WAY SUITE C (APN: 015-111-24), FILED BY NATALIE HANZE, APPLICANT, ON BEHALF OF DREJS LLC, PROPERTY OWNER

1) Staff Report

Staff Report was given by Associate Planner Ivan Carmona.

2) Planning Commission Clarifying & Technical Questions

Chair Veitch-Olson shared that the Planning Commission received a letter of support for this project from the adjacent property owners at the Elkhorn Slough Brewing Company, Michael Enos and Julie Rienhardt.

In answering Commissioner Sarmiento's question regarding special events, Associate Planner Carmona stated that the applicant must request a special use permit from the Watsonville Police Department each time they intend to do so. Additionally, he clarified that outside seating is not



City of Watsonville

MEMORANDUM



DATE: April 22, 2019

TO: Planning Commission

FROM: Suzi Merriam, Community Development Director
Justin Meek, AICP, Principal Planner

SUBJECT: Amendment to Coastal Development Permit/Special Use Permit with Design Review No. 00-28 (CDP No. 00-28) to allow construction of a new auditorium building on the existing Pajaro Valley High School (PVHS) campus located at 500 Harkins Slough Road (APN 018-281-63)

AGENDA ITEM: June 4, 2019 **Planning Commission**

RECOMMENDATION:

Staff recommends that the Planning Commission adopt a resolution recommending that the City Council approve an Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, based on the attached findings and conditions of approval.

BASIC PROJECT DATA

APPLICATION NO.: PP2019-43 **APN:** 018-281-63
LOCATION: 500 Harkins Slough Road
LOT SIZE: 32.88± acres

PROJECT DESCRIPTION: Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus, consisting of a new 15,430± square-foot building with 450 seats and a maximum building height of 30 feet. The proposed auditorium is located next to the cafeteria building. The project also includes new concrete paving for a total new impervious surface area of 0.43± acres.

GENERAL PLAN: Coastal Zone
ZONING: CZ-C (Coastal Zone - Area C)

SURROUNDING GENERAL PLAN/ZONING: Environmental Management and Santa Cruz County Commercial Agriculture in the Coastal Zone (west and north), Harkins Slough Road and Santa Cruz County Resource Conservation in the Coastal Zone (south), and Environmental Management and Highway One in the Coastal Zone (east)

EXISTING USE: High school with 10 buildings
PROPOSED USE: High school with 10 buildings and auditorium building
SURROUNDING USES: Agricultural and environmentally sensitive habitat areas (ESHA)

FLOOD ZONE: No

CEQA REVIEW: Adopted Initial Study/Mitigated Negative Declaration by the PVUSD Board of Trustees on September 14, 2016

APPLICANT/PROPERTY OWNER: Pajaro Valley Unified School District (PVUSD)

BACKGROUND

Original High School Approval in the Coastal Zone

The project site is located within the City of Watsonville in Coastal Zone Area C. Area C is located to the north of Harkins Slough Road at its intersection with Lee Road, west of Highway 1 on the western outskirts of the City of Watsonville. Area C is composed of several parcels totaling approximately 136 acres (formerly APNs 018-281-02, -08, -12, -14, -15, -18, and -19; presently APNs 018-281-15, -62, -63, -64, -65, -66, -67, -68, -69, and -70).

The City maintains a certified Local Coastal Program (LCP), and accordingly is authorized to issue coastal development permits (CDP) pursuant to the California Coastal Act of 1976 (Coastal Act). The Coastal Act requires any CDP approved by the City to be consistent with the policies and implementing ordinance of the certified LCP.¹

Pursuant to the Coastal Act and the LCP, Ralph Edwards and Kathleen Edwards (predecessors-in-interest to Pajaro Valley Unified School District (PVUSD)) and PVUSD applied to the City in 2000 for a CDP to undertake development as defined in the Coastal Act and the LCP on the site. The purpose of the project was to establish a third high school to serve the residents and youth in the area and address overcrowding conditions at the existing Watsonville and Aptos High School campuses. PVUSD had conducted site alternative studies since 1986 and found the Edwards' property to be the best site to meet PVUSD's requirements for a high school.

In 1999, the City applied to the Coastal Commission for approval of Major Amendment No. 1-99 to its LCP to facilitate development of a high school on the Edwards' property. The Coastal Commission determined that the school design proposed at the time of Major Amendment No. 1-99 did not meet Coastal Act requirements in several areas. The Coastal Commission approved the amendment subject to numerous specific conditions and required revisions to the LCP. These conditions and changes reflected the Coastal Commission's concerns about maintaining the urban/rural boundary along Highway 1 and ensuring the consistency of a high school project with the provision of the Coastal Act relative to (among other issues) agricultural land and environmentally sensitive habitat areas (ESHAs).

¹ An electronic copy of the LCP is available online at <https://www.cityofwatsonville.org/DocumentCenter/Index/157>.

The City extensively revised its LCP to comply with the Coastal Commission's requirements. Because development of a high school must be consistent with the amended LCP, PVUSD reduced the development envelope according to the Coastal Commission's recommendations, modified the proposed school site plan to fit the revised development envelope, and developed plans and specifications to meet the performance standards required by the Coastal Commission and incorporated in the City's certified LCP.

The City also entered into a memorandum of understanding (MOU) with the Coastal Commission and County of Santa Cruz that commits the City to, among other requirements, proposing no additional land annexations (other than the Green Farm property) west of Highway 1 and restricting new water and sewer service to that area.² The MOU also requires "right-to-farm" provisions to protect agricultural uses west of the highway, and requires protection of ESHAs, thereby adding another layer of protection to coastal resources.³

To satisfy concerns about safety and access, the Coastal Commission required that PVUSD consult with the California Department of Transportation (Caltrans) Division of Aeronautics regarding the safety of the site relative to the Watsonville Municipal Airport. PVUSD was also required to analyze an alternative access route to the site from the existing Highway 1/Airport Boulevard interchange to the north. PVUSD met both of these requirements. The alternative access feasibility study and correspondence from Caltrans are incorporated herein by reference.

On June 26, 2001, the Watsonville City Council adopted Resolution 171-01 (CM), approving Coastal Development Permit/Special Use Permit with Design Review No. 00-28 (CDP No. 00-28) to allow construction of a 2,200 student public high school, including extension of city sewer and water facilities, by PVUSD. This approval allowed the development of 10 buildings (totaling 204,500± square feet) clustered in the center of a 70.45± acre site within a 32.17± acre development envelope (APNs 18-281-08, -12, -14, -18 and -19), with parking located to the north of the campus and practice fields to the south. The approval did not include, at that time, a sports stadium or auditorium building.

On July 2, 2001, the project approval was appealed to the Coastal Commission by nine appellants, who raised a number of issues that fall within five broad categories as follows: public health and safety, public viewshed, urban-rural boundary, ESHA and agricultural lands and buffers, and alternative sites available.⁴

On September 13, 2001, John Casey, PVUSD Superintendent, clarified in a letter to John Doughty, City of Watsonville Community Development Director, PVUSD's plans for compliance with the City's LCP and conditions of approval set forth in CDP No. 00-28. Tami Grove, Coastal Commission Deputy Director, clarified requirements in a memorandum dated September 25, 2001, to John Doughty, City of Watsonville Community Development Director, John Casey, PVUSD Superintendent, and Fred Keeley, 27th Assembly District Assemblyman. As discussed on pages 7 and 8, this memorandum also states that certain types of future

² Resolution No. 69-00 (CM), approving MOU regarding the City of Watsonville LCP Amendment 1-99.

³ California Coastal Commission, Watsonville LCP Major Amendment 1-99 MOU Staff Report, May 25, 2000, p. 2.

⁴ California Coastal Commission, Appeal A-3-WAT-01-070 Staff Report, October 10, 2001, p. 3.

development would require a CDP amendment, including any proposed building next to the cafeteria building ("Building J"). In a letter dated on September 26, 2001, John Casey, PVUSD Superintendent, indicated that PVUSD was in receipt of the memorandum from Tami Grove, Coastal Commission Deputy Director, and was bound by the terms of Ms. Grove's letter as part of the conditions of CDP No. 00-28.

On October 10, 2001, the Coastal Commission found that no substantial issues exist with respect to the original high school project's conformance with the certified LCP and declined to take jurisdiction over CDP No. 00-28. The reasons why the Coastal Commission declined to take jurisdiction over the coastal development permit for the project were based on (a) the level of need for additional high school capacity identified by the District, (b) PVUSD and California Department of Education choice of this site as the appropriate site to educate high schoolers, (c) PVUSD and City analysis that there was no feasible alternative location to pursue a high school, and (d) the additional clarification of commitments made by PVUSD and agreed to by the City to meet LCP requirements.

Following approval of CDP No. 00-28, the PVHS campus was constructed in 2003.

Additional Projects Planned for the Existing PVHS Campus

On February 22, 2012, the PVUSD Board of Trustees approved a Facilities Master Plan 2012-22, which evaluated facility needs throughout the District and developed a project list for future funding.

On June 13, 2012, the PVUSD Board of Trustees adopted Resolution No. 11-12-31, ordering the submission of a proposition to the District's voters at an election to authorize the issuance of bonds (in the aggregate principal amount of \$150,000,000) to pay for certain necessary improvements and enhancements to the District's educational facilities.

On November 6, 2012, voters passed Measure L, authorizing PVUSD to repair and upgrade the District's campuses. Identified projects for PVHS include constructing a new student auditorium and improving playfields.

Initial Application for a New Auditorium Building

On November 22, 2016, a representative of PVUSD submitted application PP2016-192 for an amendment to CDP No. 00-28 to allow construction of a new auditorium building on the PVHS campus located at 500 Harkins Slough Road (APN 018-281-63). The proposed project involved constructing a 30-foot-tall, 450-seat auditorium on the PVHS campus next to the cafeteria and lunch shelters on vacant land.

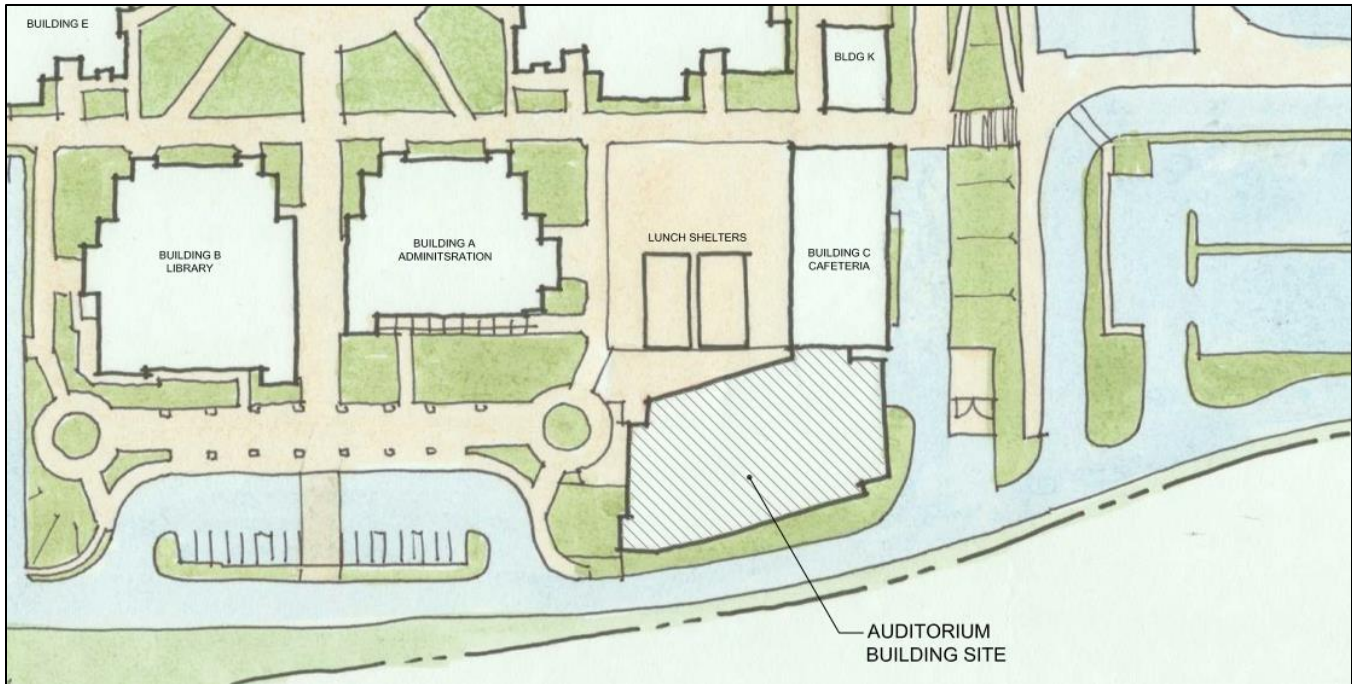


FIGURE 1 Proposed Auditorium Building Site

Source: PVHS Auditorium Project IS/MND, Figure 3.0-4, August 2016

On December 21, 2017, Caltrans Division of Aeronautics sent a letter in opposition to the City approving the project prior to adopting airport land use compatibility policies in the City's general plan (Attachment 5).

On February 2, 2017, the City provided the applicant a letter explaining the reasons why staff could not recommend approval of the requested amendment to CDP No. 00-28 (Attachment 6).

On February 10, 2017, a PVUSD representative requested that the City process its application for the CDP amendment (Attachment 7).

The item was heard before the City Council at a public hearing on February 28, 2017.

Staff recommended that the City Council adopt a resolution denying an amendment to CDP No. 00-28 for the PVHS Auditorium Project, because the City does not have adopted airport land use compatibility policies consistent with Caltrans *California Airport Land Use Planning Handbook*, as required by the County of Santa Cruz Superior Court 2014 writ of mandate against the City of Watsonville regarding the 2030 General Plan Update. Therefore, staff cautioned that the City Council could not make required findings until such time as the 2030 General Plan has been revised to include the Handbook's compatibility criteria, subject to review and approval by Caltrans Division of Aeronautics, and the writ of mandate has been discharged.

The City Council considered all written and verbal evidence about the application at the public hearing. In response to the request by Superintendent Michelle Rodriguez, the City Council

adopted Resolution No. 38-17 (CM), approving the amendment to CDP No. 00-28 to allow construction of a new auditorium building on the PVHS campus, subject to a condition of approval that the PVUSD indemnify the City from a potential lawsuit.

On March 8, 2017, City staff submitted a Final Local Action Notice to the Coastal Commission (Attachment 8), and provided all materials considered by the City Council (e.g., the staff report) and adopted by the City Council in approving the project (e.g., Resolution No. 38-17).

On March 22, 2017, Coastal Commission staff informed the City that the notice of final local action was “deficient” (Attachment 9). The action did not, for instance, include adopting findings as the basis for approving the project.

On October 5, 2017, Coastal Commission staff provided a letter clarifying that PVUSD does not have a valid coastal development permit, as required by the Coastal Act, to proceed with development of the auditorium project (Attachment 10).

WPA and PVUSD Settlement Agreement regarding the Athletic Field and Auditorium Projects
In 2017, PVUSD developed plans to upgrade existing and install new athletic facilities within the existing PVHS campus footprint. Called the PVHS Athletic Field Project, this project consists of upgrading one of the two existing softball fields and replacing the practice field in between them with an eight-lane track and football field with bleachers.

On April 5, 2017, PVUSD submitted for public review the Draft EIR for the PVHS Athletic Field Project. Public comments from Coastal Commission and City staff clarified that an amendment to school’s coastal development permit was required for this project. A letter from Caltrans indicated that PVUSD is subject to airport land use laws and other requirements of the State Aeronautics Act as implemented by the City and that until airport land use compatibility policies are included in an adopted General Plan, the proposed project is premature. A letter from the Watsonville Pilots Association (WPA) makes reference to the State Aeronautics Act and their two successful court cases against the City of Watsonville, and notes that as a result of the court cases the most stringent of the land use controls contained the *California Airport Land Use Planning Handbook* for Airport Safety Zone 6 (Traffic Pattern Zone) are applicable to the project, as it is located within two miles of the Watsonville Municipal Airport.

On June 29, 2017, PVUSD and the WPA commenced confidential meetings to discuss a settlement proposal the WPA was prepared to offer to resolve the parties’ differences.

On September 13, 2017, PVUSD entered into a settlement agreement with the WPA (Attachment 11). The terms of the settlement include support by the WPA of the PVHS Athletic Field Project and PVHS Auditorium Project under certain conditions.

On October 19, 2017, Caltrans Deputy Attorney Raiyn Bain sent a letter to the City regarding a joint request by PVUSD and WPA that provided direction to enable processing and approval by the City of the PVHS Athletic Field Project (Attachment 12).

Approval of the PVHS Athletic Field Project

On April 24, 2018, the City Council of the City of Watsonville adopted Resolution No. 67-18 (CM), approving an Amendment to CDP No. 00-28 to allow construction of the PVHS Athletic Field Project (PP2017-340).

On April 25, 2018, City staff submitted a Final Local Action Notice to the Coastal Commission. The City's action was not appealed or found to be deficient, and PVUSD was allowed to proceed with construction of the PVHS Athletic Field Project.

New Application for an Auditorium Building

On January 31, 2019, an application for an Amendment to CDP No. 00-28 (PP2019-43) to allow construction of 15,430± square-foot auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, Watsonville, California, was filed by PVUSD, applicant and property owner.

Included with the application is a letter from Caltrans Deputy Attorney Raiyn Bain that, as with the PVHS Athletic Field Project, provides guidance for the City Council's approval of an Amendment to CDP No. 00-28 to allow the construction of the PVHS Auditorium Project (Attachment 13).

STANDARD OF REVIEW

The decision before you requires findings, either for denial, or as recommended, for approval that are supported by substantial evidence. *Toigo v Town of Ross* (1998) 70 Cal App 4th 313, 317. If challenged, a reviewing court will consider whether the decision was supported by findings and, considering the entire record, the findings were supported by substantial evidence.

PROCESS

The proposed Amendment to CDP No. 00-28 is processed as a modification request, which may be granted only if the reviewing body, either the City or the Coastal Commission if on appeal, determines that: (1) the proposed modification would not lessen or avoid the intended effect of the approved coastal permit; and (2) the modified project would be consistent with the City's certified Local Coastal Program (LCP). If the modification request is denied by the City, or by the Coastal Commission if on appeal, then the terms and conditions of the original coastal permit shall remain in effect.

Pursuant to LCP Coastal Zone Implementation Plan (IP) Section 9-5.413(d), which is codified in the Watsonville Municipal Code under Chapter 5 (Coastal Zone Implementation Plan) of Title 9 (Planning and Zoning), any action on a coastal permit modification request shall be appealable to the Coastal Commission as described in Section 9-5.410 for the following coastal permit modification requests: (1) if the original coastal permit was appealable to the Coastal Commission; (2) if the development authorized by the original coastal permit would be appealable pursuant to Section 9-5.410 at the time the modification request is received by the City; or (3) if the modification requested is such that the proposed modified project would be appealable pursuant to Section 9-5.410.

An appeal may be filed only by the applicant, an aggrieved person as defined by this chapter, or any two members of the Coastal Commission. An appeal shall be made in accordance with the appeal procedures contained in Article 4 (Administration and Procedure), except that appeals by any two members of the Coastal Commission shall be filed prior to the effective date of the permit, or not later than 10 working days following the date of receipt of the notice of final action in the Coastal Commission's District Office, whichever is later. Appeals by members of the Coastal Commission may be made following decisions of the reviewing body, Zoning Administrator, Planning Commission, or City Council.

Grounds of appeal, pursuant to subsections (1)(i) and (1)(ii) of Section 9-5.410(b), shall be limited to an allegation that the development does not conform to the City's certified LCP.

Appeals to the Coastal Commission pursuant to Section 9-4.410 must be filed with the Coastal Commission on forms prescribed by and available from the Coastal Commission.

OVERVIEW

The staff report provides a brief overview of the major issues related to the proposed auditorium. A detailed LCP consistency analysis addressing specific policies and performance standards is included in Attachment 14 and is within the findings attached to the draft Resolution as "Exhibit A." The discussion below identifies the major issues and indicates the manner in which the project or conditions address the issue(s).

DISCUSSION

Existing Site and Use

The existing PVHS campus consists of 10 buildings clustered to the center of PVUSD's 33-acre property located at 500 Harkins Slough Road. The campus includes an administration building, library, multipurpose building (cafeteria), gymnasium, class rooms, portable classrooms, and a performing arts building. Impermeable surfaces including buildings, paved roads, sidewalks, and parking lots cover approximately 15 acres of the site. The remaining portion of the development envelope includes permeable surfaces such as athletic fields, landscaping areas, demonstration gardens, and onsite drainage facilities. Campus parking is located at the northern edge of the property, consisting of 441 spaces including 12 handicap spaces (see Attachment 4, Sheet A0.21).

PVUSD held a groundbreaking on April 15, 2019, to begin work on the approved athletic field project. This project involves replacing the existing football/soccer practice field with an eight-lane track and football field with bleachers and upgrading one of the two existing softball fields. The project will also add new accessory structures, including a concession building, restroom building, ticket booth, announcer's booth, softball scorekeeper's booth, dugouts, and storage building (see Attachment 4, Sheet A0.21).



FIGURE 2 Existing PVHS Campus and Proposed Project Site

Source: Pictometry, 2016

The proposed project site is undeveloped land approximately a half acre in size on the existing PVHS campus. This area is located in the northeastern portion of the campus bordered by the cafeteria building and internal roadway (see Attachment 4, Sheet A0.2). This area was shown on the site plan for the original high school project as a future building pad, and, as clarified in the 2001 memorandum prepared by Tami Grove, Coastal Commission Deputy Director, requires a CDP amendment to allow its construction.

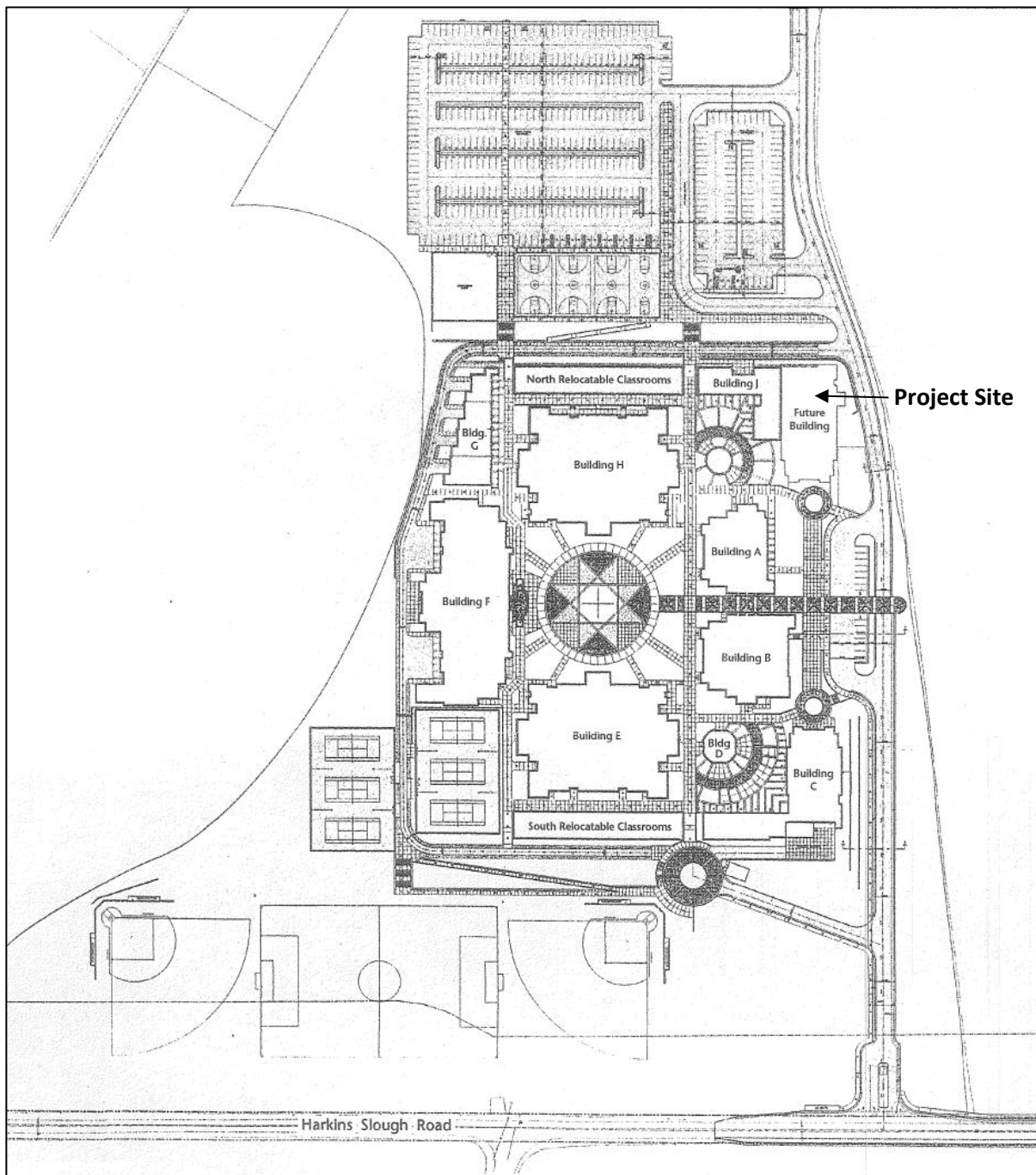


FIGURE 3 Original PVHS Campus Site Plan

Source: New Millennium High School Project Draft Supplemental EIR, Figure 3-3, February 2001

Proposed Project

The proposed project would construct a 450-seat auditorium on the existing PVHS campus. As shown in Figures 2 and 4, the project site is next to existing campus facilities, including the cafeteria and administration buildings. The building would stand 30 feet above existing grade at its highest point, with portions up to five feet below existing grade (e.g., the seating area on the south side).

The auditorium's main entrance would be on the southern edge facing the administration building. The new building would house a performing arts room and would provide students with event space for performances. The project would serve the existing student population and would not add student capacity.



FIGURE 4 View of Administration Building from Project Site

Source: PVHS Auditorium Project IS/MND, Figure 4.1-1, August 2016

The first phase of construction would entail site preparation. Soil would be removed to create the belowground portion of the project. The second phase would lay the foundation, install retaining walls and concrete paving, and construct the building.

General Plan/Zoning

The subject property is designated Coastal Zone on the General Plan Land Use Map and is within the CZ-C (Coastal Zone – Area C) Zoning District.

The purpose of the Coastal Zone is to provide separate and exclusive regulations for lands within the Coastal Zone; implement the LCP Land Use Plan and policies; protect and foster

agriculture; assure that new development occurs in close proximity to developed areas capable of accommodating it and thereby minimizing energy consumption and vehicle miles traveled; assure that agricultural lands shall not be converted to nonagricultural use until continued or renewed agricultural use is not feasible; protect the coastal visual resources, environmentally sensitive habitat areas, and water resources; and enhance public access to the shoreline and to public recreation facilities.

Any proposed development is required to first obtain a coastal development permit. The purpose of a coastal development permit is to ensure that development within a Coastal Zone District is consistent with the LCP Land Use Plan (LUP)⁵ and Coastal Zone Implementation Plan (IP).⁶

A primary purpose of the CZ-C Zoning District regulations is to establish development standards for each area in the Coastal Zone to protect the resources, sensitive habitats, and agricultural uses of such land, as set forth in IP Section 9-5.705.

Pursuant to IP Section 9-5.704(c), conditionally permitted uses include public schools that are approved and constructed prior to January 1, 2010. The existing high school was approved in 2001 and constructed in 2003. The proposed auditorium would complement the campus and would not change the use of the site.

Building Coverage

The school site's lot coverage by impervious surfaces is limited by the City's certified LCP which requires public schools to have a maximum impervious surface coverage of up to 18 acres, including all buildings, paved roads, sidewalks, and parking lots. LUP Policy III.C.3(d), IP Section 9-5.705(c)(3). The existing PVHS campus' impervious surface coverage is 15.01± acres. Once constructed, the addition of the upgraded and new athletic field facilities will result in 2.01± acres of impervious surfaces. The proposed project would add 0.43± acres of impervious surfaces to the PVHS campus, for a total of 17.45± acres (Attachment 4, Sheet A0.2, Impervious Area Summary Table). The remaining acreage within the development envelope of the PVHS campus is pervious surfaces, such as landscaping areas, demonstration gardens, and onsite drainage facilities.

Building Height

The City's certified LCP limits allowable heights to protect views of scenic coastal areas and be visually compatible with the character of the surrounding area. The maximum building height is limited to 30 feet as measured from the finish grade.

The proposed auditorium building plans for exterior elevations indicate that the roof ridge reaches but does not exceed 30 feet in height, in accordance with LUP Policy III.C.3(s) and IP Section 9-5.705(c)(3).

⁵ An electronic copy of the LCP Land Use Plan is available online at www.cityofwatsonville.org/DocumentCenter/Index/157.

⁶ The LCP Coastal Zone Implementation Plan is codified at [Title 9, Chapter 5 of the Watsonville Municipal Code](#).

New development shall be sited and designed to protect views of scenic coastal areas (including the wetlands of the Watsonville Slough complex and associated riparian areas), to minimize the alteration of natural landforms, to be visually compatible with the character of the surrounding area, and where feasible to restore and enhance the visual quality of visually degraded areas; all utilities in new development shall be placed underground, and hillsides and pervious areas shall be revegetated through a mix of natives grasses, shrubs, and trees coordinated with, and complementary to, building design, consistent with a transition to the natural landform, and compatible with view protection. All development shall be designed and sited so as to be subordinate to preservation of the rural agricultural and wetland character of the surrounding rolling hill landscape.

The existing high school has been sited and designed to minimize its visual impact from roadways within the Coastal Zone, including Highway 1. While the original high school project involved the construction of 204,500± square feet of building area, it was sensitively designed to be compatible with the surrounding area. Site grading cut into the northern half of the site, which lowered the finish floor of buildings and other facilities below the former farm road ridge line. The southern half of the site had fill added that elevated the buildings above the former grade; however, the site was terraced and stepped back in such a way to reflect the surrounding rolling hillsides. Additionally, landscaping was provided around the perimeter of the site and within the ESHA that further soften the original project's visibility from Highway 1 and other surrounding coastal roads.

In a comment on the PVHS Auditorium Project, Coastal Planner Rainey Graeven requested visual simulations of the proposed development as seen from multiple Highway 1 vantage points (going north and south).

The IS/MND for the project indicates that the proposed auditorium building would not alter the existing visual character of the PVHS campus or surrounding area, and includes the following discussion of site visibility from motorist along Highway 1:

Motorists along Highway 1 are considered to be the most sensitive viewer groups because of their degree of interest in the view. Although their exposure is considered short term, their interests in the view relate to both the visual quality and the character of the area. Highway 1 through western Watsonville is well landscaped and its location offers a variety of scenic views. Immediate roadside (foreground) views overlook West Branch Struve Slough and extend to the high school and to natural slopes and rolling hills used both for row crop cultivation and cattle grazing.

Highway 1 provides public views of the site within its viewshed corridor to the largest viewing population. As Highway 1 trends southerly past the site along the east side of West Branch Struve Slough, its road grade descends from elevations of approximately 65 feet near the Main Street bridge to approximately 25 feet near Harkins Slough Road. Westerly directed views from along this segment of Highway 1 enjoy intermittent foreground vistas overlooking West Branch Struve Slough from local elevations that are from 15 to 40 feet above those of the slough's surface levels. Westerly views available

to motorists traveling north or south on Highway 1 rank as most important among views from all public roads in the vicinity of the project area.

West of the slough, views of the high school and its buildings are available and make up the background views for Highway 1 motorists. Due to site grading during high school construction, most of the campus is not visible from Highway 1. The administration building, along with the flagpole and the adjacent classroom buildings, are the main elements visible from the highway.

Project area views from Highway 1 are also substantially different for north- and southbound motorists. As the southbound lanes of Highway 1 approach the site from the north side, a short duration channeled view is available near the off-ramp (from a distance of approximately 2,250 feet) that carries Main Street over all lanes of Highway 1. Continuing south, Highway 1 dips behind the rising earthwork ramp to and then below the Main Street bridge. Along Highway 1 between the Main Street bridge and the Harkins Slough Road overpass, westerly views from the highway are influenced by the sequence of drainage features and slopes of the terrain across which the freeway was built. Views are blocked or partially obscured where the highway was cut through slopes, resulting in a sequence of smoothed, ice plant-covered roadside berms with clusters of eucalyptus trees. Where the roadway spans former drainage courses on beds of fill, westerly views are open vistas overlooking West Branch Struve Slough and the hill slopes beyond. Of the 2,100-foot distance between the above-mentioned overpasses, approximately one-third is completely free of visual obstruction in a westerly direction.

Motorists casting views toward the project site from the highway's northbound lanes encounter the same berms and road-cut features as do southbound motorists, although the angles of view across these roadside features are less restrictive from the northbound lanes because viewers are slightly more removed from them. Topographically, westerly views from the northbound lanes are more encompassing when they are available. Highway 1 has a median strip that is landscaped between the guardrails, with mature shrubs commonly reaching heights of 8-10 feet. While the spacing and heights of shrubs vary and there are some open gaps, the landscaped median forms a distractive visual barrier for northbound motorists. (PVHS Auditorium Project IS/MND, August 2016, pp. 4.0-2 through 4.0-5.)

Because the proposed building would fit in with the exiting visual character of the campus and the building would be consistent with general mass and size of surrounding buildings, the changes to views from Highway 1 were found to be minimal in scope and such changes were not considered damaging to existing scenic resources (PVHS Auditorium Project IS/MND, August 2016, pp. 4.0-6).

Lighting

The City's certified LCP requires that all development shall be sited and designed to minimize the amount of light and glare visible within ESHA and their buffers, pursuant to IP Section 9-5.705(f)(5). IP Section 9-5.705(c)(5)(ii)(ab) further states that there shall be no exterior night

lighting, other than the minimum lighting necessary for pedestrian and vehicular safety purposes. All lighting shall be directed away from environmentally sensitive habitat areas and shall not be visible from any vantage point within environmentally sensitive habitat areas. All interior lighting shall be directed away from windows which are visible from environmentally sensitive habitat areas. All lighting shall be downward directed and designed so that it does not produce any light or glares off-site.

The original high school project included lighting for internal roadway, parking lot, and pathways between buildings. A photometric analysis showed that this lighting would have a limited impact on adjacent ESHA. In addition, two conditions require that lighting used throughout the campus shall be designed to minimize the amount of light transmitted to adjacent areas and for the school to turn off lights at night (see Condition of Approval Nos. 75 and 81).

Existing lighting fixtures include pole-mounted street lighting and parking lot lighting, building-mounted security lighting, and interior building lighting that is visible through windows and doors. Lighting throughout the campus was designed to minimize light pollution and spillover to adjacent ESHA.

The proposed project includes wall-mounted lighting to illuminate the exterior of the building and downcast pole-mounted lighting along walkways for the purpose of pedestrian safety. A photometric plan indicates that light would remain onsite and not spill over onto the adjacent internal roadway or beyond into nearby ESHA (see Attachment 4, Sheet E2.1P). Therefore, the project is consistent with LUP Policy III.C.5(b)(2) and IP Sections 9-5.705(c)(5)(ii)(ab) and 9-5.705(f)(5).

Noise

The City's certified LCP also requires that all development shall be sited and designed to minimize the amount of noise audible within ESHA and their buffers, pursuant to IP Section 9-5.705(f)(5). According to the IS/MND for the project, noise generated from construction activities would temporarily increase noise levels in the project area. Typical construction noise levels generate noise levels between 77 and 86 dBA (A-weighted decibels) at a distance of 50 feet. These noise levels attenuate with distance at a rate of approximately 6 dBA per doubling of distance.⁷ For example, a noise level of 86 dBA measured at 50 feet from the noise source to the receptor would reduce to 80 dBA at 100 feet, and another 6 dBA to 74 dBA at 200 feet.

Maximum construction-related noise levels would likely occur during excavation and external finishing work (PVHS Auditorium Project IS/MND, August 2016, Table 4.12-1 and p. 4.0-43). During each stage of construction, different equipment would be in operation, and associated noise levels would vary based on the type of equipment in operation and the location of activity.

⁷ EPA (US Environmental Protection Agency). 1971. *Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances*.

The following Conditions of Approval for CDP No. 00-28 provide measures that would reduce construction-related noise impacts:

30. Use available noise suppression devices and properly maintain and muffle loud construction equipment.
37. Stationary construction equipment shall be shielded and placed such that emitted noise is directed away from noise sensitive land uses. (Mitigation N-3)
47. Design and construction of the project shall conform with the State guidelines and regulations regarding the use of noise insulation materials. Noise insulation materials provided in the final construction drawings shall be subject to review and approval of the Office of the State Architect prior to construction. (Mitigation N-4)
48. The Applicant shall retain the services of an approved acoustical engineer to conduct and submit a final noise study to final construction drawing approval. The final noise study shall: (1) verify existing and future ambient noise levels; (2) discuss how outdoor noise levels at the eastern edge of the site can be attenuated to less than 60 dB(A); and (3) identify the building materials and construction techniques to be utilized to reduce interior noise levels below 45 dB(A). Any proposed sound barriers shall be designed in a manner which is acceptable to the Division of the State Architect (DSA). The State approved building plans will be reviewed by the DSA for conformance with mitigation measures contained in the final noise study and conditions of approval. (Mitigation N-5)

In addition, the IS/MND for the project includes new mitigation measures that would further mitigate project construction noise to the extent feasible. These have been included as Condition of Approval No. 129.

Airport Land Use Compatibility – Limited Grandfathering

Prior to submitting an application for a coastal development permit for the original high school, PVUSD was required to give written notice to the State Department of Education, pursuant to Education Code section 17215, to request an airport safety and noise evaluation. On May 29, 2000, PVUSD Superintendent John Casey made a formal request to the California Department of Education (CDE) School Facilities Planning Division, requesting an aeronautics review on the property then referred to as the Edwards Property totaling 70 acres (Attachment 15). On August 14, 2000, Caltrans Division of Aeronautics Chief Austin Wiswell sent a letter in response to such a request by the CDE on July 3, 2000, that analyzed the then three proposed alternative sites for a high school⁸ (Attachment 16). Overall, Caltrans Division of Aeronautics investigation did not reveal any condition that would create an undue hazard; therefore, Caltrans did not object to PVUSD's acquisition of the stated sites. In addition, Caltrans

⁸ All three of which were bounded on the south by Harkins Slough Road and are located south of Runway 02 of the Watsonville Municipal Airport.

considered the sites suitable for a school, based on their evaluation of existing conditions and any planned/expected increases in aircraft operations.

The proposed auditorium is within the footprint of land acquired for establishing a high school campus not objected to by Caltrans Division of Aeronautics, in 2000, under Education Code section 17215.

In a letter to the City (dated January 9, 2019), Caltrans recognizes that acquisition of a school site represents a major commitment for a school district and a suitability finding should, under appropriate circumstances, allow for “limited grandfathering” for:

- Enabling the City Council to consider approval of the Auditorium Project proposed by PVUSD for an amendment to the 2001 CDP No. 00-28 for the High School without prior incorporation of the *California Airport Land Use Planning Handbook* and FAA Regulations into the Watsonville General Plan as “non-discretionary” standards as otherwise required by the 2010 Court of Appeals Decision; and without requiring the “most stringent” standards required under the 2014 Superior Court Decision; and
- Allowing intensity of use for the Auditorium Project to be based on the 1,200-person maximum allowed in the 2011 Handbook, rather than applying the “most stringent” Handbook standard applicable as otherwise required under the 2014 Superior Court Decision.

Caltrans further indicates that they would not object to the above-described “limited grandfathering” under certain conditions, which must be included as conditions of approval for the Amendment of CDP No. 00-28. These conditions can be found on page 2 of Attachment 13 and are incorporated as Condition of Approval No. 126.

Airport Land Use Compatibility – Maximum Intensity

All projects that involve new development on land within the Watsonville Municipal Airport influence area and require a permit or other discretionary approval require review for compliance with safety compatibility criteria. For nonresidential development, the safety compatibility criterion is land use intensity, which is measured in terms of the number of people per area. As previously mentioned in Caltrans letter, the intensity threshold shall be based on the “1,200-person maximum allowed in the 2011 Handbook.” The proposed project could result in an intensity of 900 people per acre⁹ and, therefore, would not exceed the maximum land use intensity allowed per Caltrans.

Drainage

The City’s certified LCP requires that runoff from all impervious surfaces be collected and disposed of in a way that does not result in soil erosion or degradation of water quality, and that all development shall incorporate structural and non-structural Best Management Practices (BMPs) which control, prevent, reduce and/or remove typical runoff pollutants, pursuant to LUP Policies II.D.4(c) and II.D.4(d) and IP Sections 9-5.705(c)(4)(xiv) and 9-5.705(g)(8). In addition, prior to the issuance of a coastal development permit, an applicant

⁹ Calculation: 450 seats ÷ 0.5 acres = 900 people/acre

must submit a report demonstrating that the planned drainage and detention system will be sufficient to prevent accumulation of perched ground water at the base of fills during, at a minimum, a 100-year storm event, pursuant to LUP Policy III.C.5(b)(13)(vii) and IP Section 9-5.705(c)(5)(ii)(am)(bh).

The City found that the original high school project had an erosion control plan which provided erosion control measures during construction intended to prevent sediment and debris from entering the city storm drain system, sanitary sewer system, and ESHAs. In addition, the City found that the original high school project was designed with drainage and detention ponds that would hold runoff from the 100-year storm event. According to a letter report prepared by Carroll Engineering (dated March 21, 2019), the existing detention basins were designed to accommodate runoff from 21.24 acres of impervious surfaces during the 100-year storm event.

The EIR for the original high school project includes a mitigation measure that required the review and approval of the project's drainage plan by the City of Watsonville. CDP No. 00-28 includes Condition of Approval No. 22 to satisfy this mitigation measure, as follows:

The project's drainage plan shall be subject to review and approval by the City of Watsonville for compliance with all applicable City ordinances, standards and policies[.]
*(Satisfies Mitigation H-1) (CDD-E, PW)



FIGURE 6 Existing Stormwater Detention Basins

The proposed project involves the modification of the existing PVHS campus and is subject to conditions of approval for CDP No. 00-28. Therefore, the proposed project is subject to the City's current stormwater post-construction standards.

In 2014, the City adopted Ordinance No. 1299-14 (CM), amending WMC Section 6-3.535 to require that Resolution No. 4-14 (CM) be implemented for all applicable new development and redevelopment construction projects. Resolution No. 4-14 (CM) provides post-construction stormwater management requirements (PCRs) for applicable projects. The primary objective of the PCRs is to ensure the reduction of pollutant discharges to the maximum extent possible and prevent stormwater runoff from causing or contributing to a violation of water quality standards. The PCRs categorize projects into four primary tiers based primarily on the net increase in impervious surfaces that would result from a project (i.e., the amount of new and replaced impervious surfaces). Each PCR tier is linked to increasingly stringent performance requirements for stormwater management and treatment. Each PCR tier is subject to the performance requirements of that tier, plus the performance requirements of the lower tiers, as applicable.

The proposed project is a PCR tier 4 type project, as it would add more than 22,500 square feet of impervious surfaces to the PVHS campus, and therefore is subject to compliance with the performance requirements of PCR tier 1, 2, 3, and 4. **Table 1** provides a summary of these PCR tiers and their associated performance requirements for stormwater management and treatment.

TABLE 1 Summary of City of Watsonville Post-Construction Requirements

PCR Tier	Requirements
Tier 1	Performance Requirement 1 – Site Design & Runoff Reduction
Projects that create or replace 2,500 square feet or more of impervious surface, including detached single-family home projects.	Implement site design and runoff reduction measures: <ul style="list-style-type: none"> • Limit disturbance of creeks and natural drainage features. • Minimize compaction of highly permeable soils. • Limit clearing and grading of native vegetation to the minimum area necessary. • Minimize impervious surfaces. • Minimize runoff by incorporating permeable surfaces and directing runoff toward permeable areas or to rain barrels for reuse.
Tier 2	Performance Requirement 2 – Water Quality Treatment
Projects, except detached single-family homes, with 5,000 square feet or more of net impervious surface*. (Detached single-family home projects with 15,000 square feet or more of net impervious surface*.)	Tier 1 performance requirements, plus: <ul style="list-style-type: none"> • Treat stormwater runoff using one or more onsite systems, including low impact development treatment systems, biofiltration treatment systems, and non-retention based treatment systems. • Project applicant must submit a Stormwater Control Plan to the City that sufficiently demonstrates that the project design meets performance requires of PCR Tier 2.
Tier 3	Performance Requirement 3 – Runoff Retention
Projects, except detached single-	Tier 2 performance requirements, plus:

PCR Tier	Requirements
family homes, that create or replace 15,000 square feet or more of impervious surface. (Detached single-family home projects with 15,000 square feet or more of net impervious surface*.)	<ul style="list-style-type: none"> • Use low impact development standards to prevent offsite discharge of runoff from events up to the 95th percentile rainfall event. • Where technical infeasibility prevents full onsite retention requirements, retention-based stormwater control measures shall be provided for no less than 10 percent of the project's impervious surface area. • Project applicant must submit a Stormwater Control Plan to the City that sufficiently demonstrates that the project design meets performance requires of PCR Tier 3.

Tier 4	Performance Requirement 4 – Peak Management
Projects that create and/or replace 22,500 square feet or more of impervious surface in Watershed Management Zone 1.	<p>Tier 3 performance requirements, plus:</p> <ul style="list-style-type: none"> • Control peak flows to not exceed pre-project flows for the 2-year through 10-year storm event. • Project applicant must submit a Stormwater Control Plan to the City that sufficiently demonstrates that the project design meets performance requires of PCR Tier 4. • Submit an Operations and Maintenance Plan for structural stormwater control measures to the City of Watsonville for review and approval prior to final construction sign-off.

* Net impervious area equals new and replaced impervious area minus the total pre-project-to-post-project reduction in impervious area, if any.

Source: Ordinance No. 1299-14 (CM).

The Stormwater Control Plan prepared for the project indicates that the drainage system includes the following “low impact development” design strategies:

- Limitation of development envelope – The project is in a small area of the existing PVHS campus, thereby minimizing disturbance to existing ground and improvements.
- Preservation of natural drainage features – Existing drainage will be maintained for the existing PVHS campus. New improvements will have their own drainage system, which eventually discharges to the existing detention basins. The existing drainage and detention system was designed for full buildout of the campus, and the new impervious area would not exceed the original design criteria.
- Setbacks from creeks, wetlands, and riparian habitat – The project is located within the existing PVHS campus, and therefore would not encroach into required setbacks.
- Minimization of impervious surfaces – The project is limited to the building footprint and immediate site improvements adjacent to the proposed structure.

Runoff from the site will be directed to an underground vault system (Chambermaxx), which allows infiltration and controls discharge rates. The system will be designed to accommodate the 95th percentile rainfall event, allowing time for water to infiltrate and preventing offsite discharge of runoff during most rainfall events.¹⁰ The system will be designed to also

¹⁰ The 95th percentile rainfall event represents a precipitation amount which 95 percent of all rainfall events for the period of record do not exceed. In more technical terms, the 95th percentile rainfall event is defined as the measured precipitation depth accumulated over a 24-hour period for the period of record that ranks as the 95th

accommodate the 10-year detention volume, providing storage to control peak flows to not exceed pre-project flows for the 2- and 10-year storm events. Engineering staff reviewed the project's Stormwater Control Plan, and found it to be consistent with performance requirements of PCR tier 1, 2, 3, and 4, in accordance with Condition of Approval No. 22.

In addition, as the original high school design took into account full buildout of the campus to accommodate 21.24± acres of impervious surface area and the proposed project would increase the campus' impervious surface area from 17.02± acres to 17.43± acres, the existing detention basins would not need to be modified to accommodate runoff during the 100-year storm event and remain in conformance with LUP Policy III.C.5(b)(13)(vii) and IP Section 9-5.705(c)(5)(ii)(am)(bh).

Utility Connections

The City's certified LCP includes provisions to allow sewer and potable water service to a high school, under certain conditions. For instance, one City sewer line no greater than six inches wide (if a force main) or eight inches wide (if a gravity line under Highway 1) could be extended to serve the high school site.

The original high school project included connections to the City's water and sanitary sewer systems, via new underground utility lines within the Harkins Slough Road right-of-way, in accordance with the requirements set forth in IP Sections 9-5.705(c)(4)(ix) and 9-5.705(g)(10). As part of the approval of the PVHS Athletic Field Project, in 2018, improvements to the existing lift station were required to enhance its pumping capacity.

For the proposed project, Carroll Engineering submitted on behalf of PVUSD water and sewer demand figures. Engineering staff reviewed this information and confirmed that the existing water system and enhanced sewage pumping system could accommodate the additional water and sewer flows associated with the auditorium.

Agricultural Buffer/Restricted Use Areas

The City's certified LCP requires, at minimum, a 200 foot, permanently protected agricultural buffer, pursuant to LUP Policy III.C.4, IP Section 9-5.705(c)(4)(i), and IP Section 9-5.705(g)(6). Limited public school parking, sports fields, and pathways are allowed within a 150-foot "Public School Restricted Use Area" portion of the 200-foot agricultural buffer on the perimeter of Area C, as shown on LUP Figure 2A (Attachment 3); buildings and any other structures are prohibited in this area.

The original high school project was designed to be consistent with the required 200-foot buffer between the proposed high school structures and agricultural operations on the north, south and west sides of the school site. On the north side of the PVHS campus is a paved parking lot, located in the restricted use area of the agricultural buffer. On the west, the agricultural buffer area includes landscaping. On the south, the restricted use area of the agricultural buffer area includes playfields. One detention basin is located in the southwest corner of the development envelope. No structures were proposed within the agricultural buffer areas.

percentile rainfall depth based on the range of all daily event occurrences during this period. The period of record is typically 20 years or more.

Therefore, the original high school project was found to be consistent with LUP Policy III.C.4, IP Section 9-5.705(c)(4)(i), and IP Section 9-5.705(g)(6).

The proposed project would add an auditorium to the existing PVHS campus. No new structures are proposed off campus or within an agricultural buffer area; therefore, the proposed project is consistent with LUP Policy III.C.4, IP Section 9-5.705(c)(4)(i), and IP Section 9-5.705(g)(6).

ESHA Buffer

The City's certified LCP requires that environmentally sensitive habitat areas (ESHAs) must be kept in a natural state and protected from intrusion of humans, domestic animals and livestock (including but not limited to adequate screening to block noise, glare, lights and visibility associated with same), from erosion, sedimentation and contaminated runoff, and from loud noise or vehicular traffic, pursuant to LUP Policy III.C.3(a) and IP Section 9-5.705(c)(4)(ii). LUP Figure 2A depicts the location of the three ESHAs in Coastal Zone Area C. As shown on this figure, ESHA borders the eastern side of the development envelope for the existing PVHS campus.

The proposed project would add an auditorium to the existing PVHS campus. No new structures are proposed off campus or within ESHA; therefore, the proposed project is consistent with LUP Policy III.C.3(a) and IP Section 9-5.705(c)(4)(ii).

Environmental Analysis

In May 2001, the PVUSD Board of Trustees certified a Final Supplemental Environmental Impact Report for the original high school project, which was prepared as a supplement to the original Final Revised Environmental Impact Report approved by the PVUSD Board of Trustees in September 1998.¹¹ These documents addressed the many potential impacts from the high school project, including aesthetics, air quality, airport safety, agricultural resources, biological resources, land use, noise, geology and soils, hazardous materials, hydrology and water quality, traffic, water supply, sanitary sewer services, growth inducement, and alternative sites. None of the impacts were determined to be significant and unavoidable, and all the potentially significant impacts could be mitigated. The mitigation measures were incorporated as conditions of approval for CDP No. 00-28.

In August 2016, a draft Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the PVHS Auditorium Project. The purpose of this document was to analyze the potential physical environmental effects associated with the proposed project. As with the environmental documents for the original high school project, no significant and unavoidable impacts were identified, and potentially significant impacts can be mitigated to a less than significant level. These mitigation measures are incorporated as new conditions of approval to CDP No. 00-28 (see Conditions of Approval Nos. 127 through 129). The PVUSD Board of Trustees adopted the IS/MND for the project on September 14, 2016. Since the PVUSD Board of Trustees is the lead agency under CEQA, the City Council is not required to take any action on the IS/MND.

¹¹ The 1998 document was prepared for a high school project with a larger development envelope.

Subsequently, in April 2017, a Draft Subsequent Environmental Impact Report (SEIR) was prepared for the PVHS Athletic Field Project, which was adopted by PVUSD Board of Trustees the Final SEIR on December 6, 2017. As with the environmental documents for the original high school project and the addition of the auditorium building, no significant and unavoidable impacts were identified, and potentially significant impacts can be mitigated to a less than significant level. These mitigation measures were incorporated as new conditions of approval to CDP No. 00-28 with approval of the PVHS Athletic Field Project (see Conditions of Approval Nos. 101 through 121).

CONCLUSION

The proposed project would allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road. Staff recommends that the Planning Commission adopt the attached resolution recommending that the City Council approve the Amendment to CDP No. 00-28, subject to findings and conditions.

ATTACHMENTS

1. Site and Vicinity Map
2. Record of Survey (dated September 16, 2003)
3. LCP Land Use Plan Figure 2A: Coastal Zone Area C Constraints
4. Plan Set
5. Letter from Caltrans to City regarding PVHS Auditorium Project (dated Dec 21, 2016)
6. Letter from City to PVUSD regarding PVHS Auditorium Project (dated Feb 2, 2017)
7. Letter from PVUSD to City regarding PVHS Auditorium Project (dated Feb 10, 2017)
8. Final Local Action Notice (dated March 8, 2017)
9. Letter from Coastal Commission to City regarding Deficient Notice (dated Mar 22, 2017)
10. Letter from Coastal Commission to PVUSD regarding Deficient Notice (dated Oct 5, 2017)
11. Settlement Agreement by and between PVUSD and WPA (dated Sept 13, 2017)
12. Letter from Caltrans regarding the PVHS Athletic Field Project (dated Oct 19, 2017)
13. Letter from Caltrans regarding the PVHS Auditorium Project (dated Jan 9, 2019)
14. LCP Consistency Analysis
15. Letter from John Casey, PVUSD Superintendent, to John Dominguez, Field Representative, CDE School Facilities Planning Division regarding a formal request for an aeronautics review (dated May 29, 2000)
16. Letter from Austin Wiswell, Caltrans Division of Aeronautics Chief, to John Dominguez, CDE School Facilities Planning Division Representative regarding aeronautics review (dated Aug 14, 2000)

Electronic copies of the above attachments are available on the city's website at:

<https://www.cityofwatsonville.org/DocumentCenter/Index/157>

Information previously distributed and/or adopted and referenced herein:

- Resolution No. 69-00 (CM), approving Memorandum of Understanding (MOU) regarding the City of Watsonville Local Coastal Program Amendment No. 1-99 and authorizing and directing the Mayor to execute same (adopted March 14, 2000 by the City Council)

- Resolution No. 171-01 (CM), approving CDP No. 00-28 to allow construction of a 2,200 student public high school, including extension of city sewer and water facilities, by PVUSD at the site (adopted June 26, 2001 by the City Council)
- Letter from John Casey, PVUSD Superintendent, to John Doughty, City of Watsonville Community Development Director re: LCP and conditions of approval set forth in CDP No. 00-28 (dated September 13, 2001)
- Letter from Tami Grove, Coastal Commission Deputy Director, to John Doughty, City of Watsonville Community Development Director, John Casey, PVUSD Superintendent, and Fred Kelley, 27th Assembly District Assemblyman re: clarified requirements in a memorandum (dated September 25, 2001)
- Letter from John Casey, PVUSD Superintendent, indicating that PVUSD was in receipt of the memorandum from Tami Grove, Coastal Commission Deputy Director, and was bound by the terms of Ms. Grove's letter as part of the conditions of CDP No. 00-28 (dated on September 26, 2001)
- Certified Final Supplemental Environmental Impact Report for the New Millennium High School Project, including Appendix B Alternative Access Feasibility Study (prepared February 2001; adopted May 2001)
- Certified Initial Study/Mitigated Negative Declaration for the PVHS Auditorium Project (prepared August 2016; adopted September 14, 2016 by the PVUSD Board of Trustees)
- Certified Final Subsequent Environmental Impact Report for the PVHS Athletic Field Project (prepared November 17, 2017; adopted December 6, 2017 by the PVUSD Board of Trustees)



AFTER



BEFORE

PAJARO VALLEY HIGH SCHOOL AUDITORIUM

VIEW FROM SB HIGHWAY 1



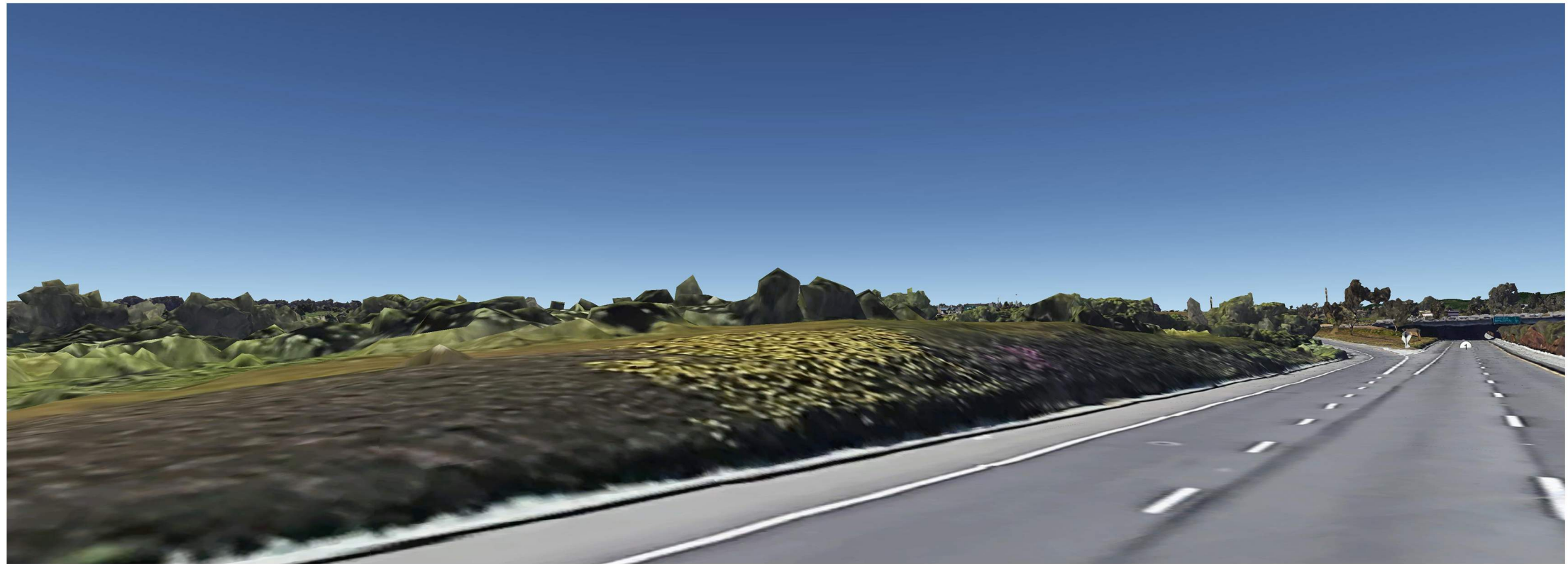
AFTER



BEFORE

PAJARO VALLEY HIGH SCHOOL AUDITORIUM

VIEW FROM WB HARKINS SLOUGH ROAD



AFTER



BEFORE

PAJARO VALLEY HIGH SCHOOL AUDITORIUM

VIEW FROM NB HIGHWAY 1



AFTER



BEFORE

PAJARO VALLEY HIGH SCHOOL AUDITORIUM

VIEW FROM NB DRIVEWAY

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AN AMENDMENT TO COASTAL DEVELOPMENT PERMIT AND SPECIAL USE PERMIT WITH DESIGN REVIEW PERMIT (CDP NO. 00-28) TO ALLOW CONSTRUCTION OF A NEW AUDITORIUM BUILDING ON THE EXISTING PAJARO VALLEY HIGH SCHOOL (PVHS) CAMPUS BY THE PAJARO VALLEY UNIFIED SCHOOL DISTRICT LOCATED AT 500 HARKINS SLOUGH ROAD, WATSONVILLE, CALIFORNIA (APN: 018-281-63)

Project: PVHS Auditorium Project

WHEREAS, the project site is located within the City of Watsonville in Coastal Zone Area C; and

WHEREAS, Coastal Zone Area C is located to the north of Harkins Slough Road at its intersection with Lee Road, west of Highway 1 on the western outskirts of the City of Watsonville. Area C is composed of several parcels totaling approximately 136 acres (formerly APNs 018-281-02, -08, -12, -14, -15, -18, and -19; presently APNs 018-281-15, -62, -63, -64, -65, -66, -67, -68, -69, and -70); and

WHEREAS, the City maintains a certified Local Coastal Program (LCP), and accordingly is authorized to issue coastal development permits (CDP) pursuant to the California Coastal Act of 1976 (Coastal Act); and

WHEREAS, the Coastal Act requires any CDP approved by the City to be consistent with the policies and implementing ordinance of the certified LCP; and

WHEREAS, pursuant to the Coastal Act and the LCP, Ralph Edwards and Kathleen Edwards (predecessors-in-interest to Pajaro Valley Unified School District (PVUSD)) and PVUSD applied to the City in 2000 for a CDP to undertake development as defined in the Coastal Act and the LCP on the site; and

WHEREAS, the purpose of the project was to establish a third high school to serve the residents and youth in the area and address overcrowding conditions at the existing Watsonville and Aptos High School campuses; and

WHEREAS, PVUSD had conducted site alternative studies since 1986 and found the Edwards' property to be the best site to meet PVUSD's requirements for a high school; and

WHEREAS, in 1999, the City applied to the Coastal Commission for approval of Major Amendment No. 1-99 to the LCP to facilitate development of a high school on the Edwards' property. The Coastal Commission determined that the school design proposed at the time of Major Amendment No. 1-99 did not meet Coastal Act requirements in several areas. The Coastal Commission approved the amendment subject to numerous specific conditions and required revisions to the LCP. These conditions and changes reflected the Coastal Commission's concerns about maintaining the urban/rural boundary along Highway 1 and ensuring the consistency of a high school project with the provision of the Coastal Act relative to (among other issues) agricultural land and environmentally sensitive habitat areas (ESHAs); and

WHEREAS, the City extensively revised its LCP to comply with the Coastal Commission's requirements. Because development of a high school must be consistent with the amended LCP, PVUSD reduced the development envelope according to the Coastal Commission's recommendations, modified the proposed school site plan to fit the revised development envelope, and developed plans and specifications to meet the remaining performance standards required by the Coastal Commission and incorporated in the City's certified LCP; and

WHEREAS, the City also entered into a memorandum of understanding (MOU) with the Coastal Commission and Santa Cruz County that commits the City to, among other requirements, proposing no additional land annexations (other than the Green Farm property) west of Highway 1 and restricting new water and sewer service to that area. The MOU also requires “right to farm” provisions to protect agricultural uses west of the highway, and requires protection of ESHAs, thereby adding another layer of protection to coastal resources; and

WHEREAS, to satisfy concerns about safety and access, the Coastal Commission required that PVUSD consult with the California Department of Transportation (Caltrans) Division of Aeronautics regarding the safety of the site relative to the Watsonville Municipal Airport. PVUSD was also required to analyze an alternative access route to the site from the existing Highway 1/Airport Boulevard interchange to the north. PVUSD met both of these requirements. The alternative access feasibility study and correspondence from Caltrans are incorporated herein by reference; and

WHEREAS, on June 26, 2001, the Watsonville City Council adopted Resolution 171-01 (CM), approving Coastal Development Permit/Special Use Permit with Design Review No. 00-28 (CDP No. 00-28) to allow construction of a 2,200 student public high school, including extension of city sewer and water facilities, by PVUSD. This approval allowed the development of 10 buildings (totaling 204,200± square feet) clustered in the center of a 70.45± acre site within a 32.17± acre development envelope (APNs 18-281-08, -12, -14, -18 and -19), with parking located to the north of the campus and practice fields to the south. The approval did not include a sports stadium or auditorium building; and

WHEREAS, on July 17, 2001, the project approval was appealed to the Coastal Commission by nine appellants, who raised a number of issues that fall within five broad categories as follows: public health and safety, public viewshed, urban-rural boundary, ESHA and agricultural lands and buffers, and alternative sites available; and

WHEREAS, John Casey, PVUSD Superintendent, clarified PVUSD's plans for compliance with the City's LCP and conditions of approval set forth in CDP No. 00-28 in a letter dated September 13, 2001, to John Doughty, City of Watsonville Community Development Director; and

WHEREAS, Tami Grove, Coastal Commission Deputy Director, clarified requirements in a memorandum dated September 25, 2001, to John Doughty, City of Watsonville Community Development Director, John Casey, PVUSD Superintendent, and Fred Keeley, 27th Assembly District Assemblyman. As discussed on page 7 and 8, the memorandum also states that certain types of future development would require a CDP amendment, including any proposed building next to the cafeteria building ("Building J"); and

WHEREAS, John Casey, PVUSD Superintendent, in a letter dated September 26, 2001, indicated that PVUSD was in receipt of the memorandum from Tami Grove, Coastal Commission Deputy Director, and was bound by the terms of Ms. Grove's letter as part of the conditions of CDP No. 00-28; and

WHEREAS, on October 10, 2001, the Coastal Commission found that no substantial issues exist with respect to the original high school project's conformance with the certified LCP and declined to take jurisdiction over CDP No. 00-28; and

WHEREAS, the reasons why the Coastal Commission declined to take jurisdiction over the coastal development permit for the project were based on (a) the level of need

for additional high school capacity identified by the District, (b) PVUSD and California Department of Education choice of this site as the appropriate site to educate high schoolers, (c) PVUSD and City analysis that there was no feasible alternative location to pursue a high school, and (d) the additional clarification of commitments made by PVUSD and agreed to by the City to meet LCP requirements; and

WHEREAS, following approval of CDP No. 00-28, the PVHS campus was constructed in 2003; and

WHEREAS, on February 22, 2012, the PVUSD Board of Trustees approved a Facilities Master Plan 2012-22, which evaluated facility needs throughout the District and developed a project list for future funding; and

WHEREAS, on June 13, 2012, the PVUSD Board of Trustees adopted Resolution No. 11-12-31, ordering the submission of a proposition to the District's voters at an election to authorize the issuance of bonds (in the aggregate principal amount of \$150,000,000) to pay for certain necessary improvements and enhancements to the District's educational facilities; and

WHEREAS, on November 6, 2012, voters passed Measure L, authorizing PVUSD to repair and upgrade the District's campuses. Identified projects for PVHS include constructing a new student auditorium and improving playfields; and

WHEREAS, on November 22, 2016, a representative of PVUSD submitted application PP2016-192 for an amendment to CDP No. 00-28 to allow construction of a new auditorium building on the PVHS campus located at 500 Harkins Slough Road (APN 018-281-63). The proposed project involved constructing a 30-foot-tall, 450-seat auditorium on the PVHS campus next to the cafeteria and lunch shelters on vacant land; and

WHEREAS, on December 21, 2016, Caltrans Division of Aeronautics sent a letter in opposition to the City approving the project prior to adopting airport land use compatibility policies in the City's general plan; and

WHEREAS, on February 2, 2017, the City provided the applicant a letter explaining the reasons why staff could not recommend approval of the requested amendment to CDP No. 00-28; and

WHEREAS, on February 10, 2017, a PVUSD representative requested that the City process its application for the CDP amendment; and

WHEREAS, the item was heard before the City Council at a public hearing on February 28, 2017; and

WHEREAS, City staff recommended that the City Council adopt a resolution denying an amendment to CDP No. 00-28 for the PVHS Auditorium Project, because the City does not have adopted airport land use compatibility policies consistent with Caltrans *California Airport Land Use Planning Handbook*, as required by the County of Santa Cruz Superior Court 2014 writ of mandate against the City of Watsonville regarding the 2030 General Plan Update. Therefore, staff cautioned that the City Council could not make required findings until such time as the 2030 General Plan has been revised to include the Handbook's compatibility criteria, subject to review and approval by Caltrans Division of Aeronautics, and the writ of mandate has been discharged; and

WHEREAS, the City Council considered all written and verbal evidence about the application at the public hearing. In response to the request by Superintendent Michelle Rodriguez, the City Council adopted Resolution No. 38-17 (CM), approving the amendment to CDP No. 00-28 to allow construction of a new auditorium building on the

PVHS campus, subject to a condition of approval that the PVUSD indemnify the City from a potential lawsuit; and

WHEREAS, on March 8, 2017, City staff submitted a Final Local Action Notice to the Coastal Commission, and provided all materials considered by the City Council (e.g., the staff report) and adopted by the City Council in approving the project (e.g., Resolution No. 38-17); and

WHEREAS, on March 23, 2017, Coastal Commission staff informed the City that the Notice of Final Local Action was “deficient.” The action did not, for instance, include adopting findings as the basis for approving the project; and

WHEREAS, on October 5, 2017, Coastal Commission staff provided a letter clarifying that PVUSD does not have a valid coastal development permit, as required by the Coastal Act, to proceed with development of the auditorium project; and

WHEREAS, concurrently in 2017, PVUSD developed plans to upgrade existing and install new athletic facilities within the existing PVHS campus. Called the PVHS Athletic Field Project, this project consists of upgrading one of the two existing softball fields and replacing the practice field in between them with an eight-lane track and football field with bleachers; and

WHEREAS, on April 5, 2017, PVUSD submitted for public review the Draft EIR for the PVHS Athletic Field Project. Public comments from Coastal Commission and City staff clarified that an amendment to school’s coastal development permit was required for this project. A letter from Caltrans indicated that PVUSD is subject to airport land use laws and other requirements of the State Aeronautics Act as implemented by the City and that until airport land use compatibility policies are included in an adopted General Plan, the proposed project is premature. A letter from the Watsonville Pilots Association

(WPA) makes reference to the State Aeronautics Act and their two successful court cases against the City of Watsonville, and notes that as a result of the court cases the most stringent of the land use controls contained the *California Airport Land Use Planning Handbook* for Airport Safety Zone 6 (Traffic Pattern Zone) are applicable to the project, as it is located within two miles of the Watsonville Municipal Airport; and

WHEREAS, on June 29, 2017, PVUSD and the WPA commenced confidential meetings to discuss a settlement proposal the WPA was prepared to offer to resolve the parties differences; and

WHEREAS, on September 13, 2017, PVUSD entered into a Settlement Agreement with the WPA. The terms of the settlement include support by the WPA of the PVHS Athletic Field Project and PVHS Auditorium Project under certain conditions; and

WHEREAS, on October 19, 2017, Caltrans Deputy Attorney Raiyn Bain sent a letter to the City regarding a joint request by PVUSD and WPA that provided direction to enable processing and approval by the City of the PVHS Athletic Field Project; and

WHEREAS, on April 24, 2018, the City Council of the City of Watsonville adopted Resolution No. 67-18 (CM), approving an Amendment to CDP No. 00-28 to allow construction of the PVHS Athletic Field Project (PP2017-340); and

WHEREAS, on April 25, 2018, City staff submitted a Final Local Action Notice to the Coastal Commission. The City's action was not appealed or found to be deficient, and PVUSD was allowed to proceed with construction of the PVHS Athletic Field Project; and

WHEREAS, on January 31, 2019, an application for an Amendment to CDP No. 00-28 (PP2019-43) to allow construction of 15,430± square-foot auditorium building on

the existing PVHS campus located at 500 Harkins Slough Road, Watsonville, California, was filed by PVUSD, applicant and property owner; and

WHEREAS, included with the application is a letter from Caltrans Deputy Attorney Raiyn Bain that, as with the PVHS Athletic Field Project, provides guidance for the City Council's approval of an Amendment to CDP No. 00-28 to allow the construction of the PVHS Auditorium Project; and

WHEREAS, the PVUSD Board of Trustees adopted an Initial Study/Mitigated Negative Declaration for the PVHS Auditorium Project on September 14, 2016; and

WHEREAS, on June 4, 2019, the Planning Commission conducted a public hearing and adopted Resolution No. 8-19 (PC), recommending that the City Council approve an Amendment to CDP No. 00-28 (PP2017-340) to allow construction of a new auditorium building on the existing PVHS campus; and

WHEREAS, notice of time and place of the hearing to consider the approval of the Amendment of CDP No. 00-28 (PP2017-340) was given at the time and in the manner prescribed by the Zoning Ordinance of the City of Watsonville. The matter called for hearing evidence both oral and documentary introduced and received, and the matter submitted for decision; and

WHEREAS, the City Council has considered all written and verbal evidence regarding this application at the public hearing and has made Findings, attached hereto and marked as Exhibit "A," in support of the required Amendment to CDP No. 00-28 (PP2019-43) to allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, Watsonville, California.

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

Good cause appearing, therefore, the City Council of the City of Watsonville does hereby grant approval of Amendment to CDP No. 00-28 (PP2019-43), subject to the Conditions of Approval attached hereto and marked as Exhibit "B," to allow construction of a new auditorium building on the existing PVHS campus located at 500 Harkins Slough Road, Watsonville, California.

Application No: PP2019-43
APN: 018-281-63
Applicant: PVUSD
Hearing Date: June 25, 2019

COASTAL DEVELOPMENT/SPECIAL USE PERMIT FINDINGS

**Modification Request/Amendment of Existing Coastal Development Permit Findings
(WMC § 9-5.413(d))**

A modification request may be granted only if the reviewing body determines that: (1) the proposed modification would not lessen or avoid the intended effect of the approved coastal development permit; and (2) the modified project would be consistent with the Local Coastal Program (LCP).

The following findings apply to the Amendment to CDP No. 00-28 to allow construction of a new auditorium building on the existing Pajaro Valley High School (PVHS) campus, consisting of a new 15,430± square-foot building with 450 seats and a maximum building height of 30 feet.

1. The proposed modification would not lessen or avoid the intended effect of the approved coastal development permit.

Supportive Evidence

The subject property is designated Coastal Zone on the General Plan Land Use Map and is within the CZ-C (Coastal Zone – Area C) Zoning District. Any proposed development is required to first obtain a coastal development permit. The purpose of a coastal development permit is to ensure that development within a Coastal Zone District is consistent with the LCP Land Use Plan (LUP) and Coastal Zone Implementation Plan (IP).

The LUP and IP identify the development of a public school as a conditionally permitted use in the CZ-C Zoning District as long as it is constructed before January 1, 2010. The existing high school was approved in 2001 and constructed in 2003. The proposed project involves an amendment to the coastal development permit for the high school to allow the construction of an auditorium building onsite, and would not change the use of the existing high school. While the proposed auditorium would not change the use of the site, and therefore is conditionally permitted, it is subject to development standards and conditions of approval. A detailed LCP consistency analysis is provided as Table 1, under Finding No. 2.

PVUSD is subject to airport land use laws and other requirements of the State Aeronautics Act as implemented by the City, including airport land use compatibility policies to be incorporated in an adopted General Plan. In a letter to the City (dated January 9, 2019), Caltrans recognizes that acquisition of a school site represents a major commitment for a school district and a suitability

finding for a school siting should, under appropriate circumstances, allow for “limited grandfathering” for:

- Enabling the City Council to consider approval of the Auditorium Project proposed by PVUSD for an amendment to the 2001 CDP No. 00-28 for the High School without prior incorporation of the *California Airport Land Use Planning Handbook* and FAA Regulations into the Watsonville General Plan as “non-discretionary” standards as otherwise required by the 2010 Court of Appeals Decision; and without requiring the “most stringent” standards required under the 2014 Superior Court Decision; and
- Allowing intensity of use for the Auditorium Project to be based on the 1,200-person maximum allowed in the 2011 Handbook rather than applying the “most stringent” Handbook standard applicable as otherwise required under the 2014 Superior Court Decision.

Caltrans further indicated that they would not object to the above-described “limited grandfathering” under certain conditions, which have been included as conditions of approval for the Amendment of CDP No. 00-28 under Condition of Approval No. 126.

All projects that involve new development on land within the Watsonville Municipal Airport influence area and require a permit or other discretionary approval require review for compliance with safety compatibility criteria. For nonresidential development, the safety compatibility criteria is land use intensity, which is measured in terms of the number of people per area. As previously mentioned in Caltrans letter, the intensity threshold shall be based on the “1,200-person maximum allowed in the 2011 Handbook.” The proposed project could result in an intensity of 900 people per acre and, therefore, would not exceed the maximum land use intensity allowed per Caltrans.

2. The modified project would be consistent with the Local Coastal Program (LCP).

Supportive Evidence

The proposed project would amend CDP No. 00-28 to allow construction of a new auditorium building on the existing PVHS campus. The City finds that the proposed project is consistent LUP policies and associated IP development standards, as set forth in Table 1, below.

Table 1. Analysis of Consistency of PVHS Auditorium Project with City of Watsonville LCP Coastal Zone Implementation Plan

IP Section		Consistency	Notes
Area C			
9-5.705(c)(1)	Minimum lot area and dimensions; building envelope limitations	Consistent	Project is located in the developable area shown on LUP Figure 2A, and has a development envelope less than the maximum of 42 acres allowed for a public school.
9-5.705(c)(2)	Minimum yard setbacks	Consistent	Project is located on a 0.5± acre portion of the existing 32± acre PVHS campus property, and would not encroach into the required minimum yard setbacks.
9-5.705(c)(3)	Maximum building height and lot coverage	Consistent	The proposed auditorium building does not exceed the height limit of 30 feet. The existing PVHS campus' impervious surface coverage and addition of new impervious surfaces from the project is less than the maximum total of 18 acres allowed for a public school.
9-5.705(c)(4)(i)	Nonagricultural uses on agricultural land in Area C; agricultural buffers	Consistent	No new structures are proposed outside the development envelope shown on LUP Figure 2A and/or within the required 200-foot agricultural buffer area.
9-5.705(c)(4)(ii)	Development around ESHAs; ESHA buffers and area-specific management	Consistent	Project is located on a 0.5± acre portion of the existing PVHS campus within the development envelope shown on LUP Figure 2A.
9-5.705(c)(4)(iii)	Maximum slope of developed portion of lot	Not applicable	Schools exempt from this standard: slopes greater than 15% allowed for a public school, subject to IP Section 9-5.705(c)(5).
9-5.705(c)(4)(iv)	Field survey for Santa Cruz tarplant (sometimes called tarweed)	Not applicable	Project involves constructing a new auditorium building on the existing PVHS campus. According to the Initial Study/Mitigated Negative Declaration for the project, the project site is a vacant lot covered with seasonal grass that was previously disturbed during construction of the high school. Project construction would occur only on previously disturbed land surrounded by school uses and hardscape. Existing vegetation on the campus consists primarily of landscaping trees and ornamental shrubs. Vegetation on campus is regularly trimmed and maintained. As such, no suitable habitat for sensitive or special-status species exists on the project site.
9-5.705(c)(4)(v)	Requirements for on-site sewage system	Not applicable	Onsite sewage system not proposed by PVUSD
9-5.705(c)(4)(vi)	Requirement for CDFW (formerly CDFG) streambed alteration agreement	Not applicable	Project is located on the existing PVHS campus property, which is not located in the pathway of a stream or river and does not have any natural drainage features onsite. Therefore, project construction activities would not divert or obstruct the natural flow or substantially change the bed, channel or bank of any river, stream or lake designated as waters of the State by CDFW.
9-5.705(c)(4)(vii)	Revegetation requirements for ESHA buffer areas	Consistent	Project is not located within the three ESHA buffer areas for which a biological restoration plan has been prepared.
9-5.705(c)(4)(viii)	Residential lots may be smaller than allocated density	Not applicable	No residential lots are proposed.
9-5.705(c)(4)(ix)	Sewer/potable water requirements	Consistent	The original high school project included connections to the City's water and sanitary sewer systems, via new underground utility lines within the Harkins Slough Road right-of-way. As part of the approval of the PVHS Athletic Field Project, in 2018, improvements to the existing lift station were required to enhance its pumping capacity.

IP Section		Consistency	Notes
			For the proposed project, Carroll Engineering submitted on behalf of PVUSD water and sewer demand figures. Engineering staff reviewed this information and confirmed that the existing system could accommodate the additional water and sewer flows associated with the auditorium.
9-5.705(c)(4)(x)	No subdivision or other adjustment allowed unless consistent with other provisions of this amendment	Not applicable	Project does not involve a new subdivision or adjustment of parcel lines.
9-5.705(c)(4)(xi)	Preservation of public viewshed from development	Consistent	The existing high school has been sited and designed to minimize its visual impact from roadways within the Coastal Zone, including Highway 1. While the original high school project involved the construction of 204,500± square feet of building area, it was sensitively designed to be compatible with the surrounding area. Site grading cut into the northern half of the site, which lowered the finish floor of buildings and other facilities below the former farm road ridge line. The southern half of the site had fill added that elevated the buildings above the former grade; however, the site was terraced and stepped back in such a way to reflect the surrounding rolling hillsides. Additionally, landscaping was provided around the perimeter of the site and within the ESHA that further soften the original project's visibility from Highway 1 and other surrounding coastal roads.
			The proposed project would add a new auditorium building on the existing PVHS campus near the cafeteria and administration buildings and would not alter the overall design of the high school.
9-5.705(c)(4)(xii)	Site access improvement restrictions	Not applicable	Project involves constructing a new auditorium building on the existing PVHS campus, and does not propose new site access (roadway) improvements.
9-5.705(c)(4)(xiii)	CDP requirement for development in Santa Cruz County	Not applicable	Project involves constructing a new auditorium building on the existing PVHS campus, and does not propose any off-site improvements outside of Area C in Santa Cruz County.
9-5.705(c)(4)(xiv)	Site runoff collection and filtering requirements; implementation of erosion control measures required, pursuant to IP Section 9-5.705(g)(8)	Consistent	All construction activities are subject to the National Pollutant Discharge Elimination System (NPDES) permit process, which requires the preparation of a stormwater pollution prevention plan (SWPPP). Compliance with the SWPPP and the use of appropriate best management practices (BMPs) would reduce potential water quality impacts during construction by preventing erosion and controlling loose soil and sediment.
			In addition, the project is required to comply with the City's current post-construction stormwater management requirements concerning runoff reduction, runoff retention, water quality treatment, and peak management.
			The project's grading and drainage plan and stormwater control plan were reviewed by the City's Engineering staff and found to comply with the City's post-construction requirements.
9-5.705(c)(4)(xv)	Area C requires Specific Plan (unless school proposed)	Not applicable	A public school is exempt from the requirement to prepare a Specific Plan.
9-5.705(c)(5)(i)(aa)	Impervious surface coverage (minimum necessary	Consistent	Existing and proposed impervious surfaces total 17.45± acres, less than the maximum allowed

IP Section		Consistency	Notes
	to accommodate a public school)		of up to 18 acres.
9-5.705(c)(5)(i)(ab)	No feasible alternative location.	Consistent	Project involves constructing a new auditorium building on the existing PVHS campus. PVUSD had conducted site alternative studies since 1986 and found the subject property to be the best site to meet PVUSD's requirements for a high school.
9-5.705(c)(5)(i)(ac)	School is clustered on site.	Consistent	Project involves constructing a new auditorium building on the existing PVHS campus. The existing PVHS campus consists of 10 buildings clustered to the center of the 32-acre property. The proposed auditorium would be next to the cafeteria and administrative buildings.
9-5.705(c)(5)(i)(ad)	Airport safety and noise evaluation requirement, pursuant to Education Code section 17215.	Consistent	Prior to submitting an application for a coastal development permit for the original high school, PVUSD was required to give written notice to the State Department of Education, pursuant to Education Code section 17215, to request an airport safety and noise evaluation. On May 29, 2000, PVUSD Superintendent John Casey made a formal request to the California Department of Education (CDE) School Facilities Planning Division, requesting an aeronautics review on the property then referred to as the Edwards Property totaling 70 acres. On August 14, 2000, Caltrans Division of Aeronautics Chief Austin Wiswell sent a letter in response to such a request by the CDE on July 3, 2000, that analyzed the then three proposed alternative sites for a high school. Overall, Caltrans Division of Aeronautics investigation did not reveal any condition that would create an undue hazard; therefore, Caltrans did not object to PVUSD's acquisition of the stated sites. In addition, Caltrans considered the sites suitable for a school, based on their evaluation of existing conditions and any planned/expected increases in aircraft operations.
			The proposed auditorium building is located on the existing PVHS campus within the footprint of land not objected to by Caltrans Division of Aeronautics, in 2000, under Education Code section 17215.
9-5.705(c)(5)(i)(ae)	Design evocative of and compatible with rural character	Consistent	The original high school project was designed to reflect the rural agricultural character of the surrounding area, with agrarian style design elements such as tower elements, porches and sloped roofs.
			The proposed project would add a new auditorium building on the existing PVHS campus near the cafeteria and administration buildings and would not alter the overall design of the high school.
9-5.705(c)(5)(ii)(aa)	School shall include an environmental stewardship program.	Consistent	PVUSD has an environmental stewardship program.
9-5.705(c)(5)(ii)(ab)	No exterior night lighting, other than minimum necessary allowed.	Consistent	Proposed exterior lighting includes wall-mounted lighting to illuminate the exterior of the building and downcast pole-mounted lighting along walkways for pedestrian safety purposes. The photometric analysis indicates that the project would not result in light spilling off the site and into adjoining areas, including ESHA.
9-5.705(c)(5)(ii)(ac)	Develop a wetland restoration and landscape plan.	Consistent	See IP Sections 9-5.705(c)(4)(i) and 9-5.705(c)(4)(ii), above.

IP Section		Consistency	Notes
9-5.705(c)(5)(ii)(ad)	Screen habitat areas from human activity.	Consistent	See IP Section 9-5.705(c)(4)(xi), above.
9-5.705(c)(5)(ii)(ae)	Capture and filter all site runoff to remove typical runoff pollutants.	Consistent	See IP Section 9-5.705(c)(4)(xiv), above.
9-5.705(c)(5)(ii)(af)	Land not incorporated into building envelope shall be used for agriculture, open space, or habitat restoration.	Not applicable	Project involves constructing a new auditorium building on the existing PVHS campus, and does not involve the acquisition of additional land to expand the development/building envelope for public school use.
9-5.705(c)(5)(ii)(ag)	Wells displaced by development shall be offered to adjacent or nearby farmers.	Not applicable	Project involves constructing a new auditorium building on the existing PVHS campus.
9-5.705(c)(5)(ii)(ah)	Record agricultural and ESHA areas and buffers deed restriction.	Not applicable	Deed restrictions have been recorded previously for surrounding properties (recorded document nos. 2002-0059100, 2002-0059101, 2002-0059103, 2002-0059104, 2002-0059105, 2002-0061825, & 2003-0081534).
9-5.705(c)(5)(ii)(ai)	Record an agricultural hold-harmless/right-to-farm deed restriction, pursuant to IP Section 9-5.705(g)(7).	Not applicable	A deed restriction has been recorded for a right to farm disclosure and agricultural hold-harmless acknowledgment (recorded document no. 2002-0059099).
9-5.705(c)(5)(ii)(aj)	CDPs shall be required for special events not associated with instructional programs and/or athletic programs.	Consistent	Project involves constructing a new auditorium building on the existing PVHS campus. PVUSD would still be subject to applying for a CDP for any special event not associated with instructional programs and/or athletic events at the school that exceeds the maximum permitted student and employee capacity of the school, and/or that may adversely affect adjacent habitat areas.
9-5.705(c)(5)(ii)(ak)	Prepare landscaping and grounds maintenance plan	Consistent	The original high school project was conditioned to prepare a Landscaping and Grounds Maintenance Plan that minimizes the use of pesticides, herbicides and fertilizers (see Condition of Approval No. 57). The proposed project would not modify this condition; therefore, the PVHS campus grounds would continue to have to be maintained in accordance with this plan.
9-5.705(c)(5)(ii)(al)	Incorporate all mitigation measures identified in final environmental documents as conditions of approval	Consistent	In May 2001, the PVUSD Board of Trustees certified a Final Supplemental Environmental Impact Report for the original high school project, which was prepared as a supplement to the original Final Revised Environmental Impact Report approved by the PVUSD Board of Trustees in September 1998. The mitigation measures were incorporated as Conditions of Approval for CDP No. 00-28. On September 14, 2016, the PVUSD Board of Trustees adopted the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project. The mitigation measures from the IS/MND have been incorporated as new Conditions of Approval of CDP No. 00-28.
9-5.705(c)(5)(ii)(am)	Submit geotechnical investigation prior to issuance of CDP	Consistent	In December 2000, a site-specific Geotechnical Investigation was prepared by Steven Raas & Associates (1992) for the original high school project, which was included as Appendix G to the Draft Supplemental EIR (2001) for the high school project. A Geotechnical Engineering

IP Section		Consistency	Notes
			and Geologic Hazards Report has been prepared by Earth Systems Pacific (2016) for the proposed project. This report provides recommendations for site preparation and grading, utility trenches, foundations, retaining walls, slabs-on-grade and exterior flatwork, pavement sections, drainage and maintenance, soil infiltration test results, and geotechnical observations and testing results.
9-5.705(c)(5)(ii)(an)	Develop a refuse containment and maintenance program	Consistent	<p>The original high school project was conditioned to prepare a refuse containment and maintenance program with animal proof facilities during construction and following operation of the facility (see Condition of Approval Nos. 86, 92, 93, 94, 95 and 96).</p> <p>The proposed project would not modify this condition; therefore, PVUSD would continue to have to implement this refuse containment and maintenance program.</p>
Areas A–E, including R 9-5.705(g)(1)	Consistency with applicable LUP Chapter II policies	Consistent	<p>As the project involves constructing a new auditorium building on the existing PVHS campus, the project is consistent with LUP Chapter II policies, in that:</p> <ul style="list-style-type: none">• The project does not represent “leapfrog” development (LUP Policy II.A.1);• The project would not convert agricultural land to non-agricultural uses (LUP Policy II.A.2);• The project would not introduce a large new stationary source of air pollutants (LUP Policy II.A.3);• The project is not located in an area of known cultural resources (LUP Policy II.A.4);• A site-specific Geotechnical Investigation was prepared for the original high school project (LUP Policy II.A.5; see IP Section 9-5.705(c)(5)(ii)(am), above);• The project does not involve the creation of a new subdivision (LUP Policy II.A.6; see IP Section 9-5.705(c)(4)(x), above);• The project does not involve additional annexations west of Highway 1 (LUP Policy II.A.7);• The project has been sited and designed to protect views of scenic coastal areas (LUP Policy II.B; see IP Section 9-5.705(c)(4)(xi), above);• The project does not involve the expansion of existing water and sewer utilities serving the PVHS campus (LUP Policy II.C; see IP Section 9-5.705(c)(4)(ix), above);• The project is not located in ESHA areas identified in LUP Figures 2 and 2A (LUP Policy II.D.1);• The project does not involve residential, commercial or industrial development, and would not result in a significant disruption of habitat values or significantly degrade or be incompatible with the continuance of such habitat areas (LUP Policies II.D.2 and II.D.3; see IP Sections 9-5.705(c)(4)(ii), 9-5.705(c)(4)(vii), 9-5.705(c)(5)(ii)(ab), and 9-5.705(c)(4)(xi), above);• The project does not involve the alteration of an existing stream or river, nor would it affect natural vegetation buffer areas that protect nearby riparian streams (LUP Policy II.D.4(a);

IP Section		Consistency	Notes
			<p>see IP Sections 9-5.705(c)(4)(i), 9-5.705(c)(4)(vi), 9-5.705(c)(4)(vi) and 9-5.705(c)(4)(xiv), above);</p> <ul style="list-style-type: none"> • The original high school project was found to not contribute to the occurrence of overdrafts from the Pajaro Valley Groundwater Basin, and the proposed project does not involve the expansion of existing water and sewer utilities serving the PVHS campus (LUP Policy II.D.4(b); see IP Section 9-5.705(c)(4)(ix), above); • Runoff from impervious surfaces would not result in soil erosion or degradation of water quality, and project development would include structural and non-structural BMPs (LUP Policies II.D.4(c) and II.D.4(d); see IP Section 9-5.705(c)(4)(xiv), above); and • The project would not affect public access to the shoreline (LUP Policy II.E.1); • The project provides internal pedestrian paths, and does not involve changing the existing internal roadway on the PVHS campus (LUP Policy II.E.2); and • The project would not affect the provision of public transit service (LUP Policy II.E.3). <p>See Condition of Approval Nos. 39, 40 and 114.</p>
9-5.705(g)(2)	Permits conditioned to require halting construction activities if archaeological or paleontological resources are encountered	Consistent	
9-5.705(g)(3)	Protection of views of scenic and coastal areas including utility location, site design, and use of commercial signs	Consistent	See IP Sections 9-5.705(c)(4)(xi) and 9-5.705(c)(5)(i)(ae), above.
9-5.705(g)(4)	Requirement for biological restoration plans	Consistent	See IP Section 9-5.705(c)(4)(vii), above.
9-5.705(g)(5)	Biological and agricultural easements	Not applicable	See IP Section 9-5.705(c)(5)(ii)(ah), above.
9-5.705(g)(6)	Agricultural buffers	Consistent	See IP Section 9-5.705(c)(4)(i), above.
9-5.705(g)(7)	Right-to-farm disclosure and hold-harmless acknowledgement	Not applicable	See IP Section 9-5.705(c)(5)(ii)(ai), above.
9-5.705(g)(8)	Polluted runoff controls	Consistent	See IP Section 9-5.705(c)(4)(xiv), above.
9-5.705(g)(9)	ESHA buffers	Consistent	See IP Sections 9-5.705(c)(4)(ii) and 9-5.705(c)(4)(vii), above.
9-5.705(g)(10)	Utility extension requirements	Consistent	Project does not involve the installation of new water or wastewater lines (see IP Section 9-5.705(c)(4)(ix), above).
9-5.706	Utility pipeline restrictions in UPO district	Consistent	The PVHS campus is currently served by existing water and wastewater lines, and the project does not involve the physical expansion of existing lines across the UPO district.

Notes: The following acronyms are used in the table above:

BMP	=	best management practice
Caltrans	=	California Department of Transportation
CDE	=	California Department of Education
CDFG	=	California Department of Fish and Game (former agency name)
CDFW	=	California Department of Fish and Wildlife
CDP	=	coastal development permit
City	=	City of Watsonville
County	=	Santa Cruz County
EIR	=	environmental impact report
ESHA	=	environmentally sensitive habitat area
IP	=	coastal zone implementation plan (a component of the LCP)
LCP	=	local coastal program
LUP	=	land use plan (a component of the LCP)
MOU	=	memorandum of understanding
NPDES	=	National Pollution Discharge Elimination System
PVHS	=	Pajaro Valley High School
PVUSD	=	Pajaro Valley Unified School District
SWPPP	=	stormwater pollution prevention plan
UPO	=	utility prohibition overlay
USFWS	=	U.S. Fish and Wildlife Service

The following findings apply to CDP No. 00-28 to allow the development of a 204,500 square-foot high school to serve 2,200 students and 120 staff members at the subject site (formerly APN 18-281-08, -12, -14, -18 and -19). The findings also apply to the extension of a six-inch sanitary sewer force main fed by an eight-inch gravity main and a 12-inch water line utilizing the existing Harkins Slough right of way. For the purposes of these findings, the term for these improvements shall be “the project.” For the purpose of these findings, the term “applicant” shall also mean the Pajaro Valley Unified School District (PVUSD) or the owner or any successor(s) in interest to the terms of this approval.

1. The proposed project is consistent with the General Plan, the Local Coastal Program (LCP) Land Use Plan (LUP), and the LCP Coastal Zone Implementation Plan (IP).

Supportive Evidence

On October 14, 2000, the Coastal Commission certified the City’s Major LCP Amendment No. 1-99, including Resolution No. 245-00 and Ordinance No. 1096-00, which were developed to update the City’s LCP and support the development of a high school in Coastal Zone Area C (CZ-C). The City pursued this amendment because of the need for additional high school facilities to relieve the significant overcrowding of Watsonville and Aptos High Schools. The plan for the high school was developed to address the many issues and restrictions established by the LUP and associated IP. The City finds that the high school project is consistent with the City’s General Plan, LUP and associated IP based on the detailed findings which are incorporated by reference at this point as if set forth in full by Finding No. 4.

2. The proposed project will protect vegetation, natural habitats, and natural resources consistent with the LCP LUP.

Supportive Evidence

The project applicant has prepared the necessary landscape and habitat restoration plans for the adjacent designated Environmentally Sensitive Habitat Areas (ESHAs), as required by IP Section 9-5.705(c)(4)(ii) to protect adjacent ESHA. The project has also been conditioned to supply the required maintenance programs listed in IP Section 9-5.705(g)(4), based on the detailed findings which are incorporated by reference at this point as if set forth in full by Finding No. 4.

3. The proposed project will meet the general requirements of IP Section 9-5.704 (codified in Article 7 (District Regulations) of Chapter 9 (Coastal Zone Implementation Plan) of the Watsonville Municipal Code) and LUP Policy III.C.2.

Supportive Evidence

The LUP identifies the development of a public school as a conditional use in the CZ-C Zoning District as long as it is constructed before January 1, 2010, and is

consistent with the provisions of the City's LCP, General Plan and Watsonville Municipal Code (WMC).

4. The proposed project complies with the specific performance standards of IP Section 9-5.705 for Coastal Zone Area C (codified in Article 7 (District Regulations) of Chapter 9 (Coastal Zone Implementation Plan) of the Watsonville Municipal Code).

Supportive Evidence

IP Section 9-5.705. Regulations

The project's compliance with the LUP within area CZ-C is discussed in the following findings that include specific development criteria and findings for nonagricultural uses, allowable increases in impervious surface coverage, airport safety, habitat preservation, provision of services, and development on slopes.

Subsection (c). Zone C, Performance Standards

(1) Development Envelope (Minimum lot area and dimensions).

Consistency Findings

The City finds that the project has a development envelope of 32.17± acres within the development envelope shown in the LUP Figure 2A, and is approximately 9.8 acres less than the 42-acre standard allowed for a public school. The project as proposed is consistent with the LUP III.C.3(q) and IP Section 9-5.705(c)(1).

(2) Minimum Yard Setbacks.

Front: 20 feet

Interior side: 5 feet

Rear: 20 feet

Riparian habitat: 100 feet

Wetland or transition zone: 100 feet

Hanson Slough: top of slope at the edge of the development envelope shown on Figure 2A

West branch of Struve Slough: top of slope at the edge of the development envelope shown on Figure 2A (IP Section 9-5.705(c)(2))

Remainder of Edwards' property currently in agricultural use: the project as conditioned is consistent with the modified agricultural buffer shown on Figure 2A

Consistency Findings

The City finds that Figure 2A depicts the proposed building envelope, building setbacks, and ESHA surrounding the site, including Hanson Slough, the west branch of Struve Slough and adjacent agricultural land. The project setbacks meet or exceed the required minimum setbacks. A 200-foot agricultural buffer for structures is located along the north, west and south boundary of the development site (the rear, interior side and front yard setbacks, respectively) consistent with IP Section 9-5.705, subsections (c)(2) and (c)(4)(i), and the requirements identified in LUP Policy III.C.4. The project includes parking, sports fields and pathways

within the public school restricted use areas allowed by the agriculture buffer policies and Figure 2A of the LUP.

The 100-foot ESHA buffers are located on the southeast parcel boundary adjacent to the California Department of Fish and Game (CDFG) Ecological Preserve, on the west adjacent to Hanson Slough, and on the east adjacent to the west branch of Struve Slough (the front and interior side yard setbacks, respectively), consistent with the 100-foot setback required from riparian habitat and wetland zones. The project's development envelope is consistent with all development constraints identified by the City's LUP and IP as specifically depicted on Figure 2A.

(3) *Maximum Building Lot Coverage, Parking and Height*

Consistency Findings

i. Lot Coverage

The City finds that the project's impervious surface area, excluding ESHA, is 15.82 acres which is consistent with and substantially less than the 18 acres of impervious surface for a public school allowed by IP Section 9-5.705(c)(3)(i) and LUP Policy III.C.3(d).

ii. Parking

The City finds that the minimum off-street parking requirements for a 2,200 student and 120 member staff high school are 315 student parking spaces and 120 staff parking spaces for a total of 435 off-street parking spaces. The project, as conditioned, includes 435 off-street parking spaces and, therefore, meets the minimum City requirements for off-street parking. The project has also been conditioned to ensure that all parking meets the requirements of the agriculture buffer public school restricted use area which is 150 feet adjacent to the remainder of the Edwards' property. The provision of off-street parking spaces is consistent with IP Section 9-5.705(c)(3)(ii) and LUP Policy III.C.3(d).

iii. Building Height

The City finds that the project's associated structures will be no more than 30-feet high with the exception of two buildings, C and F, which have a maximum height of 37 feet and 35 feet respectively. The City finds that building C (multipurpose building) is approximately 14,700 square feet and building F (physical education building) is approximately 14,000 square feet. Each building, with a 37-foot-high limit, is less than the 18,000 square foot limit. The project, as proposed, is consistent with the requirements established by IP Section 9-5.705(c)(3)(iii).

(4) *Special Conditions and Findings Required for Issuing a Special Use and/or Coastal Permit.*

Consistency Findings

i. Agriculture Buffer

The City finds that a 200-foot buffer between the high school structures and agricultural operations shall be provided on the south, west, and

north. As part of this buffer a 50- to 150-foot public school restricted use area is established that allows limited school operations, such as parking, playing fields, landscaping, detention areas and trails. On the north, paved parking areas are located within the restricted use area of the agricultural buffer. On the west, the agricultural buffer area includes landscaping. On the south, the restricted use area of the agricultural buffer area includes playfields. One detention basin is proposed for the southwest corner of the development envelope. No structures are proposed within the agricultural buffer areas. The project is consistent with IP Section 9-5.705(c)(4)(i) and LUP Policy III.C.4.

ii. Habitat Restoration

The City finds that the project depicts the development envelope consistent with Figure 2A of the LUP. Pipelines for water and sanitary sewer utilities are located within the Harkins Slough Road right of way outside the buffer areas. Only one driveway of the minimum width necessary is proposed within the buffer located adjacent to the CDFG Ecological Preserve in accordance with IP Section 9-5.705(c)(4)(ii)(aa) and LUP Policy III.C.3(e).

The project, as conditioned, is to dedicate buffer zones to an appropriate public agency or private entity capable of maintaining and preserving them or dedicate these areas as open space/conservation easements per IP Section 9-5.705(c)(4)(ii)(ad).

The City reviewed a Biological Restoration Plan for habitat restoration of the ESHA and buffer areas within the parcels owned by PVUSD adjacent to the west branch of Struve Slough and Hanson Slough prepared by wetland biologist Randy Morgan. The plans were submitted to CDFG and the U.S. Fish and Wildlife Service (USFWS) to obtain input. The City finds that this plan identifies landscaping restoration requirements for the buffer areas that are consistent with IP Section 9-5.705(c)(4)(ii)(ab)(ac)(ad) and LUP Policy III.C.3(e).

This plan addresses the restoration of the identified ESHA and buffer areas on land controlled by PVUSD; identifies specific requirements for plant types, locations, and maintenance; and calls for the use of appropriate native species and removal of invasive exotic vegetation. Screening with appropriate native species are required for the southwestern, southern and eastern boundaries of the development envelope to provide a dense visual screen of the school from public roads, impede human access and enhance bird roosting and nesting. The project has been conditioned to comply with these plans. The project is consistent with IP Section 9-5.705(c)(4)(vii).

iii. Slopes

The City finds that the project impacts three isolated areas of slopes containing more than 15% within the development area. These isolated areas represent minor slope alteration consistent with IP Section 9-

5.705(c)(4)(iii) and LUP Policy III.C.3(f) which allows slope modifications for public school projects.

iv. Tar Plant

The City finds that three surveys of the project site for Santa Cruz tarplant were undertaken: one in August 1998 and one in June 1999 both by wetland biologist Randall Morgan; and one in November 2000 by Jones & Stokes Associates botanist Michelle Stevens. These surveys found no evidence of tar plants, therefore, the project is consistent with IP Section 9-5.705(c)(4)(iv) and LUP Policy III.C.3(g).

v. Septic Systems

The City finds that the project does not include a septic or other on-site system. Rather, the project proposes to connect to the City of Watsonville municipal sanitary sewer system. Therefore, this condition does not apply to the project, and the project is consistent with IP Section 9-5.705(c)(4)(v) and LUP Policy III.C.3(l).

vi. Streambed Alteration

The City finds that construction and operation of the high school would not directly result in any alteration to the bed or bank of any stream. Pursuant to the findings of the alternative Access Feasibility Study, the project proposes to use Harkins Slough Road for primary access to the school. The City of Watsonville, in conjunction with California Department of Transportation (Caltrans) and Santa Cruz County, is pursuing the construction of a bridge across the west branch of Struve Slough to replace the existing culverted crossing. Prior to commencement of construction of the new bridge, a streambed alteration agreement (1603) from the CDFG as well as other permits associated with wetlands and Federal and State Clean Water Acts are required per IP Section 9-5.705(c)(4)(vi).

vii. Utility Connections

The City finds that the project proposes to connect to the City of Watsonville municipal water and sanitary sewer systems via new underground utility lines within the Harkins Slough Road right of way, a portion of which is located in unincorporated Santa Cruz County. The applicants have submitted plans for utilities to the City of Watsonville that identifies infrastructure location and size in accordance with requirements of IP sections 9-5.705 (g)(10) and 9-5.705, subsection (c)(4)(ix)(aa).

a. Sewer and/or Public Water Funding

The City finds that no assessment or contribution from agricultural properties or properties outside Area C is proposed to fund installation or maintenance of sewer and/or water utilities. Sewer and/or water utility funding for the project will be provided by the State of California. The project as proposed is, therefore, consistent with IP Section 9-5.705(c)(4)(ix)(ab) and LUP Policy III.C.3(l)(1).

b. Utility Sizing

The City finds that the plan for utilities submitted to the City of Watsonville include calculations that reasonably establish that the proposed water and sanitary sewer utilities are sized to be the minimum necessary to safely serve the proposed project. The calculations also consider future use of the parcel zoned CZ-B in the City of Watsonville in order to comply with the requirement that limits the City to only one utility crossing of Highway One. Utility sizing for this parcel did not increase the size of the utilities necessary to serve the high school. The water pipeline serving the project site is proposed to be 12 inches in diameter in order to provide adequate water pressure to serve the safety needs of the project site, and the sanitary sewer pipeline is proposed to be a six-inch diameter force main fed by an eight-inch gravity main from the high school. A sanitary sewer pump station is proposed to be located on the north side of Harkins Slough Road east of the proposed driveway and will be sized to accommodate peak flows generated at the school site. Such sewer and water mains are the minimum size necessary to accommodate the permitted uses in accordance with IP Section 9-5.705(c)(4)(ix)(ac) and LUP Policy III.C.3(l)(2).

c. Utility Stubs

The City finds that the plan for utilities locates the water and wastewater utilities on the north side of the Harkins Slough Road right of way to the proposed driveway along the eastern boundary of the development envelope. These utilities do not extend further west on Harkins Slough Road than the high school driveway. No utility stubs are shown on the utility plan. In the future, an extension of the utility lines may be considered within City limits and through Caltrans right of way to serve parcel CZ-B to be consistent with the LUP policy that limits the City to only one utility crossing of Highway One north of Beach Road. The project, as proposed, is consistent with IP Section 9-5.705(c)(4)(ix)(ad) and LUP Policy III.C.3(l)(3).

d. Utility Nonaccess Strip

The City finds that the project is conditioned to include a one-foot utility nonaccess strip on the outer boundary of the site which is the western and southern borders of the school property. This strip will follow the City's Utility Prohibition Overlay District and will be required to be dedicated to a qualifying entity effectively prohibiting utility lines from crossing to surrounding properties outside City limits. The project is consistent with IP Section 9-5.705(c)(4)(ix)(ae) and LUP Policy III.C.3(l)(4).

e. Limited Utility Crossings

The City finds that the project plans identify only one 12-inch water line and one six-inch force main sanitary sewer pipeline crossing within the Highway One and Harkins Slough Road right of way.

The project, as proposed, is consistent with IP Section 9-5.705(c)(4)(ix)(af) and LUP Policy III.C.3(l)(5).

f. Limited Annexations

The City finds that the March 14, 2000, Memorandum of Understanding (MOU) between the City of Watsonville, Santa Cruz County, and the CCC limits the ability of the City of Watsonville to annex land west of Highway One. As part of Resolution 245-00, the City has established a Utility Prohibition Overlay provision in the LUP along the City's western boundary to prevent utility extensions beyond the existing City limits, consistent with the MOU. The project is consistent with IP Section 9-5.705(c)(4)(ix)(ag)(ba)(bb) and LUP Policy III.C.3(l)(6).

g. Ground Water Overdraft

The City finds that the project's water demand would be 78.35 acre-feet per year at build-out. Under agricultural production, assuming that the site is planted in strawberries, the Pajaro Valley Water Management Agency's (PVWMA's) Water Conservation 2000 Report estimates that the water application rate would be between 2.27 to 3.02 acre-feet per acre per season (PVWMA 2000). At those rates, cultivation of the 35-acre building envelope in strawberries would consume from 79.5 to 105.7 acre-feet of water annually.

The City finds that at build-out, the project would consume less water annually than strawberry cultivation. Within a few years of the school's completion, approximately half of the project's wastewater would be treated and returned to the groundwater basin under the City/PVWMA wastewater treatment program. In addition, runoff from the project, particularly from its impermeable surfaces, would be captured as required by the IP and allowed to percolate into the groundwater table at the proposed retention ponds.

Based on the analysis, the project will have a less than significant cumulative impact on the existing overdraft conditions which is consistent with IP Section 9-5.705(c)(4)(ix)(ah) and LUP Policy III.C.3(l)(7).

h. County Utility Extension

The City finds that the water and sanitary sewer pipelines crossing Highway One within Harkins Slough Road are located within the Watsonville City limits except for a portion of Highway One and Harkins Slough Road between Highway One and the proposed project property line. Although the utility lines cross the City's Utility Prohibition Overlay District (UPO) boundary, Section 9-5.706 of the LUP allows an exception for one sanitary sewer line and one water line to be extended beyond the UPO boundary to serve a public school as long as the following findings are made. The City has conditioned the project to include a one-foot nonaccess easement

around the pipeline through County lands which prohibit any tie-in except for the high school project. Neither of the lines extends beyond the County's Utility Prohibition Overlay District boundaries that was adopted to meet the provisions of the County's LUP and MOU with the Coastal Commission. The project is in the process of obtaining an appealable County coastal permit before installing and operating the water and sanitary sewer lines within County jurisdiction before construction of the project. The project, as proposed, is consistent with IP Section 9-5.705(c)(4)(ix)(ai) and LUP Policy III.C.3(l)(8).

viii. Subdivision Requirement

The City finds that the project will not create new parcels but does propose a lot-line adjustment that combines parcels, thereby, reducing the number of parcels from six to two (one of which would be the project site). The project, as proposed, is consistent with IP Section 9-5.705(c)(4)(x).

ix. View Shed Issues

The City finds that the proposed high school has been sited and designed to minimize its visual impact from roadways within the Coastal Zone. Although the project has 204,500 square feet of building area, it has been sensitively designed. Grading of the site has been designed to incorporate a cut in the northern half of the site that will lower the finish floor of buildings and other facilities below the farm road ridge line that will make the northern half of the project marginally visible from Highway One. The Southern half of the project includes fill that will elevate the buildings above existing grade, but the site has been terraced and stepped back to reflect the surrounding rolling hillsides. Although the project includes two perimeter retaining walls, these walls retain cut slopes adjacent to the ESHA and will not be visible from areas off-site.

The project includes ten separate buildings that have been clustered in the center of the site with a series of smaller one story buildings along the eastern perimeter that step back to two-story buildings at the back of the site. Compatible design has been achieved through the use of utilitarian design features, roofs pitched above horizontal, and low modulated buildings that are separated by open space areas and help break up visual massing.

The facility has been designed to reflect the rural agricultural character of the surrounding area. The buildings' design theme evokes an agrarian style by establishing design elements that reflect various farm buildings. The massing of the buildings is broken up by the incorporation of varied roofs lines, offsets and building projections and separations that provide shadow patterns. Large structures are broken down into smaller building elements that include building step backs and various roof forms. Finally, extensive native landscaping is incorporated around the perimeter off-site and within the ESHA that will further soften the project's visibility from Highway One and other surrounding coastal roads.

The appropriate landscaping has been conditioned as part of the biological restoration plan. This landscape buffer will effectively filter views of the school buildings from vehicles traveling Highway One. Vehicles traveling west on Harkins Slough Road will have views of the site from the overpass. Native vegetation along the project's southern perimeter will help soften views of the school from the Harkin Slough Road corridor. Vehicles traveling north and south on Highway One in the vicinity of the site will have brief, intermittent views of the high school.

The City finds that the project, as designed, is consistent with IP Section 9-5.705(c)(4)(xi).

x. Site Access

The City finds, based on the Access Feasibility Study and its own consideration of the issue, that access from West Airport Boulevard is not feasible and that such access is not the least environmentally damaging alternative, and further, that access across Harkins Slough Road is both feasible and, particularly utilizing a bridge rather than the existing culverts, is the environmentally superior alternative. The Access Feasibility Study was prepared by Thomas Reid Associates (2000) pursuant to the requirements of IP Section 9-5.705(c)(4)(xii) and LCP Policy III.C.3(o). The Access Feasibility Study was prepared to consider the feasibility of access from West Airport Boulevard and the relative environmental impact of that point of access as well as the feasibility and impact of access from Harkins Slough Road.

The following criteria were chosen to determine feasibility:

- easement acquisition,
- regulatory approval process,
- environmental constraints,
- costs, and
- timing.

The following criteria were chosen to determine impact on the environmental:

- agricultural resources,
- wetlands and ESHAs,
- traffic patterns and pedestrian safety, and
- growth inducement.

The study finds that Harkins Slough Road adjoins the project site and that there is currently no public access to the site from West Airport Boulevard. In analyzing access from West Airport Boulevard, the study considered three alternative routes from the extension of Ranport Road or the extension of West Airport Boulevard. The width of the necessary easement was assumed to be 50 feet to accommodate two 12-foot wide travel lanes, two 5-foot wide bike lanes, one 6-foot wide pedestrian path, road shoulders, and a landscaped buffer separating the sidewalk from the road. Surface drainage from the road would be controlled. The study also analyzed access from Harkins Slough Road via a new bridge with similar

configurations. The study assumed that 2,200 students would attend the school.

The report reached the following conclusions regarding the feasibility and relative level of environmental impact of the two access alternatives.

West Airport Boulevard access would not be feasible because:

- Santa Cruz County would have to approve an amendment to its General Plan/LUP to allow a road easement across commercial agricultural land. This is in conflict with County and Coastal Zone policies protecting agricultural land;
- Environmental review, permit approval, and eminent domain proceedings would delay construction by more than a year, assuming that permits could be obtained. This would delay PVUSD's ability to reduce severe overcrowding in its existing high schools; and
- The access road would be prohibitively expensive for PVUSD. The estimated cost is approximately \$3 million with no available funding source.

West Airport Boulevard access would be the more environmentally damaging alternative because:

- Road construction would result in potential new impacts on upland habitat and long-term impacts on wetland biodiversity by establishing a longer road that would bisect agricultural land and have more impact on adjacent ESHAs;
- The road would result in the loss of four acres of agriculturally zoned land for road construction and increase the potential for additional losses if the selected alignment isolates fields from equipment access, results in fields too small for production, or otherwise disrupts agricultural operations; and
- The road creates a greater potential for a growth-inducing impact because of the construction of paved access to parcels that currently have no such access and the increased pressure for conversion of remnant parcels no longer viable for agriculture.

The study concluded that Harkins Slough Road access would be feasible because:

- No access easements need to be obtained and no new roads need to be constructed, because access to the project from Harkins Slough Road already exists;
- The permitting process would be shorter and less uncertain than for access from West Airport Boulevard, because no amendment of the County General Plan/LUP would be necessary;
- Construction of the school could occur in a timely fashion, relieving current overcrowding; and
- Funding for Harkins Slough Road and Bridge improvements currently exist.

Harkins Slough Road would be the least damaging alternative because:

- No new upland habitat areas would be impacted;

- No additional loss of agricultural land would occur outside the approved development envelope;
- There is less potential for growth-inducing impact compared to new road construction across agricultural lands;
- Harkins Slough Road provides the most direct access to the school site for the majority of students (the route is one mile shorter for walking students, reducing the necessity to drive); and
- Construction of a bridge over the west branch of Struve Slough provides the environmental benefits of improved drainage, habitat connectivity and habitat restoration.

In addition to the conclusions set forth in the Access Feasibility Study, the City finds that PVUSD has received approval for state funding, including hardship funding, for a high school within the development envelope totaling nearly \$48 million. The City further finds that local funding has not been available for the high school project as evidenced by PVUSD's two recent general obligation measures, both of which were narrowly defeated. The City, therefore, finds that the delay addressed in the Access Feasibility Study resulting from access through West Airport Boulevard would jeopardize the availability of State funding further rendering access from West Airport Boulevard infeasible.

The City finds, based on the Access Feasibility Study and its own consideration of the issue, that West Airport Boulevard is not feasible and that such access is not the least environmentally damaging alternative and, further, that access across Harkins Slough Road is both feasible and, particularly when utilizing a bridge rather than the existing culverts, is the environmentally superior alternative and is, therefore, consistent with IP Section 9-5.705(c)(4)(xii) and LUP Policy III.C.3(o).

xii. Permit Timing

The City finds that the current LUP would prevent exercising of the Coastal Development Permit (CDP) until all permits for off-site improvements necessary for the project are issued. However, the City has proposed an amendment that allows the school to move forward as long as the bridge project is funded and environmental review is underway. This allows the school project, which has a longer construction time, to begin and the bridge project to be built in a manner that assures that the projects will be completed at approximately the same time. With these modifications, the project will be consistent with IP Section 9-5.705(c)(4)(xiii) and LUP Policy III.C.3(p).

xiii. Erosion Control

The City finds that an erosion control plan has been prepared and submitted for the project that adequately describes erosion control measures intended to prevent sediment and debris from entering the City or County storm drain system, sanitary sewer system or ESHA. The project's conditions of approval require that erosion control measures shall be installed as indicated by the plan during construction and would remain in effect until disturbed areas are stabilized or until installation of

permanent site improvements are installed. The project, as proposed, is consistent with IP Section 9-5.705(c)(4)(xiv).

xiv. Specific Plan

The City finds that a specific plan is not required because the proposed project is a public school which is consistent with IP Section 9-5.705(c)(4)(xv) and LUP Policy III.C.3(n) that do not require specific plans for public schools.

xiv. Increased Impervious Surface Coverage

The City finds that the project's impervious surface coverage is approximately 16 acres, which is substantially less than the threshold of 18 acres established by IP Section 9-5.705(c)(5)(i)(aa), and LUP Policy III.C.5. In addition, the school has been designed with the smallest size appropriate for 2,200 students, to help protect adjacent ESHA as required by IP Section 9-5.705(c)(5)(i)(aa) and LUP Policy III.C.5(a)(3).

a. Alternative Locations

The City finds that PVUSD has conducted a lengthy, inclusive and extensive search and analysis of alternative sites for the high school commencing approximately 1986. In 1991, PVUSD's Alternative Site Committee, which included representatives of the City, considered 11 sites including the current site. Additional sites were studied in 1992, after which several sites were eliminated by the committee after consultation with the State Division of Aeronautics due to safety concerns. Thereafter, also in 1992, PVUSD expanded the site committee and further studied eight possible sites. On at least two occasions thereafter, PVUSD also studied the additional alternative of expanding enrollment at its two existing high school sites which they concluded was infeasible and inconsistent with its needs.

The City finds that each of these alternative sites is addressed in the 1998 Revised Final Environmental Impact Report (RFEIR), including 12 alternative locations. Four feasible alternatives from these were selected for detailed discussion in addition to the no-project alternative: access from Airport Boulevard, the Kato/Koenig alternative site, the Crestview alternative site, and intensified use of existing school facilities.

The 1998 RFEIR concluded that the no-project and intensified use of existing school facilities alternatives were the environmentally superior alternatives for the project. The no-project alternative, however, does not meet the objective to provide adequate housing for existing and projected student enrollment. Also, expansion of existing school facilities would result in severe local traffic congestion in neighborhoods surrounding the schools and substantially affect the ability of local fire and police protection departments to provide an adequate level of service. This alternative also does not meet the service area requirements

established by the selection committee. For these and other reasons set forth in the 1998 RFEIR, these alternatives were deemed infeasible.

The other alternative sites were not considered environmentally superior due to their potential impacts on prime agricultural land; their distance from the designated service area; the difficulty in obtaining the land use approvals necessary for a school site; the difficulty regarding access; and environmental impacts.

The City further finds that the sites studied and considered by PVUSD included sites both in and outside of the City limits; sites ranging from approximately 35 acres to more than 100 acres in size; and sites on both agriculturally and non-agriculturally zoned property.

The City finds that no other feasible site is available for the high school at this time. The City concurs with PVUSD that the high school is needed in the service area known as the Green Valley Corridor and does not meet the PVUSD's and City's needs if located outside of that service area.

The City finds that those undeveloped properties to the west of Highway One within or in the vicinity of the Green Valley Corridor are generally located on prime agricultural land with higher soil quality and productivity than the agricultural land contained in the development envelope. The City further finds that those undeveloped properties to the east of Highway One within the Green Valley Corridor area consisting of at least 30 acres are also limited to agricultural land of higher soil quality and productivity than the development envelope. The City additionally finds that such sites within the City are generally on sloping lands that would result in potentially prohibitive construction costs as well as difficulty in receiving approvals from State agencies having jurisdiction over the public school project. The City also finds that properties located outside of the Green Valley Corridor area would not serve the student population for whom the school site is intended and, therefore, is not feasible to meet the PVUSD's and City's needs.

The City finds that the determination that all known alternatives within the Green Valley Corridor area are infeasible due to their location on agricultural lands is consistent with the express intent of the LCP amendment modification proposed by the Coastal Commission and thereafter adopted by the City which was "to allow a specific public school project" upon the "finding that there are no suitable non-agricultural sites available for the proposed public school use" (Watsonville LCP Major Amendment No. 1-99, Coastal Commission Final Staff Report, p. 95).

The City further finds that other alternative sites within the City, if used for the high school, would result in the potential loss of land to serve the housing and job goals of the City's General Plan.

Additionally, the City finds that the limited availability of funding for the high school and the legal and regulatory restriction that available funding sources be used only for the development envelope further renders all other alternative sites infeasible. PVUSD has received approval for State funding, including hardship funding, for a high school within the development envelope totaling nearly \$48 million. The City further finds that local funding has not been available for the high school project as evidenced by PVUSD's two recent general obligation measures, both of which were narrowly defeated. The City finds for the reasons expressed in the Final Supplemental Environmental Impact Report (FSEIR) that delay resulting from a move to an alternate site would result in the probable loss of the only available funding source for the needed high school as a result of which the high school can be built within the time frame needed to meet the PVUSD's and City's needs only if it is within the development envelope, further rendering all alternative sites infeasible.

There is no new information since the time that either the RFEIR or the Supplemental Environmental Impact Report (SEIR) was certified by the PVUSD Board of Trustees that identifies considerably different alternatives that would substantially reduce project impacts. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(a)(3).

b. Clustered Development

The City finds that the project plan shows buildings clustered around a central quadrangle in the development envelope and has the minimum number of parking spaces allowed by the City of Watsonville Code. The plans also indicate that the portion of the development envelope not utilized for project improvements are available for continued agriculture, open space or habitat restoration. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(i)(ac) and LUP Policy III.C.5(a)(3).

c. Airport Safety

The City finds PVUSD, on August 14, 2000, sent an Education Code section 17215 notice to the State Department of Education requesting an airport safety and noise evaluation of those portions of Area C proposed to be developed and requested a review which considered changed circumstances since the 1992-997 review. The Caltrans' Aeronautics Review, in a letter to the California Department of Education dated August 14, 2000, determined that the Caltrans supported the alternative with the current design for the project which is referenced in the analysis in the 2000 SEIR

prepared for the project. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(i)(ad) and LUP Policy III.C.5(a)(4)(i).

d. Visual Compatibility

The City finds that the project's architectural treatment resembles agrarian structures which are consistent with the surrounding agricultural uses. The buildings are clustered around a central quadrangle and are within the height limits established for the site. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(i)(ae) and LUP Policy III.C.5(a)(5).

e. Stewardship Program

The City finds that the project has been conditioned to include an environmental stewardship program, incorporating education about the sloughs and sustainable agriculture as part of the school curriculum, and PVUSD's staff has been directed to incorporate the program. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(ii)(aa) and LUP Policy III.C.5(d)(1).

f. Lighting

The City finds that the project has provided a lighting plan including a photometric analysis that shows the proposed cut-off lighting fixtures in the parking lots and along the driveways on 20-foot poles will not impact adjacent ESHA areas. Additionally, interior lighting is designed to provide adequate lighting for safety but will not be visible from environmentally sensitive areas which is consistent with IP Section 9-5.705(c)(5)(ii)(ab) and LUP Policy III.C.5(b)(2).

g. Wetlands Restoration

The City finds that the project has provided a wetland habitat restoration plan prepared by a qualified biologist for the west branch of Struve Slough and Hanson Slough and to restore the identified ESHA and adjoining buffer areas. Additionally, the project has been conditioned to provide a bond in an amount sufficient to construct identified environmental enhancements. The project is consistent with IP Section 9-5.705(c)(5)(ii)(ac) and LUP Policy III.C.5(b)(3).

h. Screen ESHA

The City finds the project's biological restoration includes a landscaping plan for the buffer areas adjacent to the ESHA that includes appropriate landscaping to screen the ESHA from areas with human activities. The project is consistent with IP Section 9-5.705(c)(5)(ii)(ad) and LUP Policy III.C.5(b)(4).

i. Runoff Best Management Practices (BMPs)

The City finds that project has been conditioned to include necessary erosion control measures into the grading plan. The project has also been conditioned to include a storm water pollution prevention plan (SWPPP) once final grading plans are approved by

the State of California, Division of State Architect, and prior to commencement of construction. The project shall also file a Notice of Intent with the Regional Water Quality Control Board, which would include the SWPPP. The SWPPP is to be used by the contractor as a guideline for implementing BMPs regarding the appropriate handling of construction and post-construction runoff including use of an engineered filtration system that creates water suitable to be directed to recharge groundwater basins or wetlands.

Based on conditions requiring that BMPs are implemented during construction and operation of the proposed high school, the project is consistent with IP Section 9-5.705(c)(5)(ii)(ae) and LUP Policy III.C.5(b)(5).

j. Open Space Easements

The City finds that the project has been conditioned to provide 35.30 acres of the 70.45 acre site as open space easements, habitat restoration areas or to be conveyed to an appropriate agency. Open areas within the remaining 200-foot agriculture buffers of the development envelope not being used for school facilities shall be used for habitat restoration, open space or agriculture use. If PVUSD purchases additional land outside the development envelope, then additional ESHAs shown on Land Use Figure 2A shall be dedicated or easements provided to protect the natural resource. The project is in compliance with IP Section 9-5.705(c)(5)(ii)(af) and LUP Policy III.C.5(b)(6).

k. Agricultural Wells

The City finds that the project has been conditioned to offer agricultural wells located on the site to adjoining farming operations in accordance with IP section 9-5.705(c)(5)(ii)(ag). Pursuant to LUP Policy III.C.5(b)(7), if an agreement between willing participants for the use of the well can be negotiated.

l. ESHA Maintenance

The City finds that the project has been conditioned to record a deed restriction or dedicate the ESHA and its buffer areas to an appropriate and qualified entity responsible for maintaining and protecting these areas together with sufficient funding to implement any mitigations or conditional requirements as required by the Coastal Development Permit (CDP). Further, conditions require that the agricultural buffer areas be landscaped and maintained by PVUSD. The project is consistent with IP Section 9-5.705(c)(5)(ii)(ah) and LUP Policy III.C.5(b)(8).

m. Right-To-Farm

The City finds that project has been conditioned to record a right-to-farm agreement as a deed restriction, and the project is, therefore, consistent with IP Section 9-5.705(c)(5)(ii)(ai) and LUP Policy III.C.5(b)(9).

n. Special Event

The City finds that the project has been conditioned to require any special events that exceed school capacity or may adversely affect adjacent habitat areas to obtain a CDP and be subject to all Area C performance standards which is consistent with IP Section 9-5.705(c)(5)(ii)(aj) and LUP Policy III.C.5(b)(10).

o. Landscaping Maintenance Plan

The City finds that the project has been conditioned to prepare a landscaping and grounds maintenance plan that minimizes the use of pesticides, herbicides and fertilizers. The project is consistent with IP Section 9-5.705(c)(5)(ii)(ak) and LUP Policy III.C.5(b)(11).

p. Environmental Mitigation

The City finds that the project's conditions incorporate all mitigation measures adopted with the 1998 RFEIR and the current FSEIR certified by the PVUSD Board of Trustees making the project consistent with IP Section 9-5.705(c)(5)(ii)(al) and LUP Policy III.C.5(b)(12).

q. Geotechnical Investigation

The City finds that the project's full geotechnical investigation prepared by a registered engineer (Steven Raas & Associates 1997) and supplemental geotechnical investigation (prepared by Steven Raas, December 2000) specific to the revised development envelope provides adequate information to determine the site's stability. The findings of both reports are substantiated by the appropriate numbers of test borings consistent with IP Section 9-5.705(c)(5)(ii)(am)(ba) and LUP Policy III.C.5(b)(13)(i).

qa. Bearing Capacity

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by a quantitative demonstration of the bearing capacity of the soils under all of the principal structures to be constructed. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(ii)(am)(bb) and LUP Policy III.C.5(b)(13)(ii).

qb. Lateral Pressure

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by a quantitative evaluation of the lateral pressures to be expected because of the expansive nature of the soils. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(ii)(am)(bc) and LUP Policy III.C.5(b)(13)(iii).

qc. Seismic Analysis

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by

a seismic analysis of the site consistent with IP Section 9-5.705(c)(5)(ii)(am)(bd) and LUP Policy III.C.5(b)(13)(iv).

qd. Faults

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by an evaluation of the potential for undiscovered active fault strands crossing the site. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(ii)(am)(be) and LUP Policy III.C.5(b)(13)(v).

qe. Slope Stability

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by a quantitative analysis of slope stability consistent with IP Section 9-5.705(c)(5)(ii)(am)(bf) and LUP Policy III.C.5(b)(13)(vi).

qf. Groundwater Impact

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by an evaluation of shallow groundwater conditions occurring naturally at the site and anticipated changes that will occur as a result of grading, especially perched groundwater, and, therefore, are consistent with IP Section 9-5.705(c)(5)(ii)(am)(bg) and LUP Policy III.C.5(b)(13)(vii).

qg. Adequate Detention

The City finds that the project has been designed with drainage and detention ponds that hold runoff from the 100-year storm event sufficient to prevent accumulation of perched groundwater at the base of fills. The calculations supporting the design of the detention ponds demonstrate that the planned drainage facilities meet these standards for the 100-year storm event. The project, as proposed, is consistent with IP Section 9-5.705(c)(5)(ii)(am)(bh) and LUP Policy III.C.5(b)(13)(vii).

qh. Liquefaction

The City finds that the findings of the geotechnical investigations of the project include and are substantiated by an evaluation of the potential for liquefaction of natural and imported soils consistent with IP Section 9-5.705(c)(5)(ii)(am)(bi) and LUP Policy C.5(b)(13)(viii).

qi. Building Code Compliance

The City finds that pursuant to State law, the project is required to have all foundations and structures constructed to conform with the California Building Code, the Field Act, and recommendations identified by the geotechnical

engineer consistent with IP Section 9-5.705(c)(5)(ii)(am)(bi) and LUP Policy III.C.5(b)(13)(ix).

r. Refuse Containment

The City finds that the project has been conditioned to prepare a refuse containment and maintenance program with animal proof facilities during construction and operation of the facility consistent with the LUP. The project is consistent with IP Section 9-5.705(c)(5)(ii)(an) and LUP Policy III.C.5(b)(14).

Subsection (f) Highway One. Zone R, Performance Standards

Consistency Findings

The City finds that the traffic analysis prepared for the February 2001, SEIR and the 1998 Final Environmental Impact Report (FEIR) for the project indicates that the project will not generate sufficient vehicle trips to result in unacceptable levels of service on existing area roads. Therefore, the project has not proposed any improvements to the existing Highway One/Harkins Slough Road overpass to serve the proposed high school. The potential interchange project was not included in the traffic analysis because the project remains speculative and has not yet commenced any environmental review. The FEIR determined the traffic generated by the high school would not require improvements to the interchange. The traffic analysis was conducted without considering the interchange improvements. Therefore, the project is consistent with IP Section 9-5.705(f) and LUP Policy III.R.3(a)-(b).

Subsection (g). Policies Affecting All Coastal Zone Areas

Consistency Findings

i. LUP Consistency

The City finds that the project has submitted a consistency determination as part of the FSEIR in compliance with IP Section 9-5.705(g)(1).

ii Archaeologic Resources

The City finds that the project has been conditioned to include archaeologic mitigations requiring that construction cease if any resources are found and that an archeologist be hired to monitor additional work in compliance with IP Section 9-5.705(g)(2).

iii. Agriculture Protection

The City finds that the project does not have to make all of the agriculture viability findings listed in IP Section 9-5.815 because the project is a public school and is granted an exception from these findings by IP Section 9-5.705(4)(i). However, the project helps maintain agricultural land by potentially allowing the remainder of the Edwards' property to continue in agriculture production; by establishing a one-foot nonaccess strip around the western and southern property lines that prevents extension of City utilities beyond City limits; and by approval of an MOU that limits

annexation west of Highway One. Further, the City finds that continued use of the land for agriculture does not provide opportunities for viable crop production; that school development is clustered in a manner that minimizes impacts on adjacent agriculture lands and ESHAs; and that development of the proposed site, as opposed to other potential sites, preserves more productive, prime agricultural lands elsewhere. The project is consistent with LUP Policy II.A.2(a)-(b).

iv. Visual Resources

The City finds that the proposed high school has been sited and designed to minimize its visual impact from roadways within the Coastal Zone. Although the project has 204,500 square feet of building area, it has been sensitively designed. The project includes ten separate buildings that have been clustered in the center of the site with a series of smaller one-story buildings along the eastern perimeter that step back to the larger two-story buildings and gym facility. The facility has been designed to reflect the rural agricultural character of the surrounding area. The massing of the buildings is broken up by the incorporation of varied pitched roofs and building separations and building heights that provide visual interest. Finally, extensive native landscaping is incorporated around the perimeter of the site and within the ESHA that will further soften the project's visibility from Highway One and other surrounding coastal roads. Vehicles traveling west on Harkins Slough Road would have views of the site from the overpass. Native vegetation along the project's southern perimeter will help soften views of the school from the Harkin Slough Road corridor. Vehicles traveling north and south on Highway One in the vicinity of the site would have brief, intermittent views of the high school. The project, as proposed, is in compliance with IP Section 9-5.705(g)(3), and LUP Policy II.B.

a. Visibility From Highway One

The City finds that, when feasible, structures will be hidden from Highway One and that the project's landscaping effectively screens the structures from view on Highway One which is in compliance with IP Section 9-5.705(g)(3)(i).

b. Underground Utilities

The City finds that the project includes plans for utilities that identify infrastructure location and size and indicates that all utilities shall be placed underground which is consistent with IP Section 9-5.705(g)(3)(ii).

c. Advertising

The City finds that no advertising or commercial signs are proposed by the project in compliance with IP Section 9-5.705(g)(3)(iii).

d. Subdivision

The City finds that the project does not propose to divide or adjust the lot lines of the existing parcels within Area C except to consolidate the number of lots on the parcel from six to two. This

consolidation will not make the project more visible in accordance with IP Section 9-5.705(g)(3)(iv).

e. Grading

The City finds that the grading of the site has been designed to incorporate a cut in the northern half of the site that will lower the finish floor of buildings and other facilities below the farm road ridge line which will make the northern half of project only marginally visible from Highway One. The southern half of the project includes fill that will elevate the buildings above existing grade, but the site has been terraced and stepped back to reflect the surrounding rolling hillsides. Although the project includes two perimeter retaining walls, these walls retain cut slopes adjacent to the ESHA and will not be visible from areas off-site. This will allow vehicles traveling north and south on Highway One in the vicinity of the project site to have brief, intermittent views of the proposed high school. The project, as proposed, is consistent with IP Section 9-5.705(g)(3)(v).

f. Protection of Public Viewshed

The City finds that the project design will minimize obstruction or intrusion of views from Highway One by establishing native landscaping around the perimeter of the site within the ESHA that will further soften the project's visibility from Highway One and other surrounding coastal roads. The site design and architectural massing, style, and detail are consistent with the objectives of the City's LUP and have been sited and designed to minimize its visual impact from roadways within the Coastal Zone.

The project includes ten separate buildings that have been clustered in the center of the site with a series of smaller one-story buildings along the eastern perimeter that step back to two-story buildings at the back of the site. Compatible design has been achieved through the use of utilitarian design features, roofs pitched above horizontal, and low modulated buildings that are separated by open space areas and help break up visual massing.

The facility has been designed to reflect the rural agricultural character of the surrounding area. The buildings' design theme evokes an agrarian style by establishing design elements that reflect various farm buildings. The massing of the buildings is broken up by the incorporation of varied roofs lines, offsets, and building projections and separations that provide shadow patterns. Large structures are broken down into smaller building elements that include building step backs and various roof forms. The project has been conditioned to either replace the galvanized siding detail with a natural material such as board and batten siding or treat any corrugated metal accent material so as to become non reflective. The colors are also required to consist of earth tone colors that

blend with the surrounding landscape. The project, as modified, is consistent with IP Section 9-5.705(g)(3)(vi).

g. Landscaping

The City finds that the habitat restoration plan prepared for the west branch of Struve Slough and Hanson Slough to restore the identified ESHAs and adjoining buffer areas identifies appropriate native trees and shrubs to be planted along the eastern boundary of the development envelope to screen the school site from vehicles, particularly those traveling Highway One. The landscaping plan for the high school also includes native plantings and will be maintained by PVUSD. The project is consistent with IP Section 9-5.705(g)(3)(vii).

v. Habitat Restoration

The City finds that the habitat restoration plan prepared by a qualified wetland biologist for the west branch of Struve Slough and Hanson Slough to restore the identified ESHAs and adjoining buffer areas has been provided to CDFG and USFWS for their input, review and opportunity for consultation. The project has been conditioned to include a baseline assessment, goals, objectives, performance standards, and a maintenance program consistent with IP Section 9-5.705(g)(4).

vi. Open Space Easements

The City finds that the project has been conditioned to record a deed restriction or dedicate the ESHA buffer areas to an appropriate and qualified entity responsible for maintaining and protecting these areas as required by IP Section 9-5.705(g)(5)(i)(ii)(iii). Pending acceptance of the deed restriction or easement dedication by the appropriate agency, the project is consistent with IP Section 9-5.705(g)(5).

vii. Agricultural Buffer

The City finds that the project incorporates a 200-foot buffer zone that includes a public school restricted use area that allows limited parking and playfields pursuant to LCP Policy III.C.4. The project, as proposed, is consistent with IP Section 9-5.705(g)(6).

viii. Right-To-Farm Agreement

The City finds that the project has been conditioned to record a right-to-farm agreement as a deed restriction consistent with IP Section 9-5.705(g)(7).

ix. Best Management Practices (BMPs) for Drainage

The City finds that the project has an erosion control plan that describes erosion control measures intended to prevent sediment and debris from entering the city storm drain system, sanitary sewer system, or ESHAs. Erosion control measures will be installed as appropriate during construction and remain in effect until disturbed areas are stabilized or until permanent site improvements are installed. The project has been designed with a series of detention ponds that will act as a biofiltration

channel to reduce pollutants from roads when the project is completed. The project, as proposed, is consistent with LUP Policy II.D.4 and IP Section 9-5.705(g)(8). The project has been conditioned to provide additional details on best management practices consistent with IP Section 9-5.705, subsections (g)(8)(vi)(vii)(viii) and (ix).

x. ESHAs

The City finds that the proposed site plan includes buffers adjacent to ESHAs consistent with the development envelope set forth in the IP Section 9-5.705(g)(9).

xi. Utility Extension

The City finds that the project plans and details for utilities identify infrastructure location and size in accordance with IP Section 9-5.705(g)(10). The project has been conditioned to prohibit installation of utilities prior to construction of the school on this site.

5. That the proposed structure or use will conform to the requirements and intent of the Zoning Ordinance.

Supportive Evidence

The proposed project and modifications, as conditionally approved, conform to the general requirements of the CZ-C (Coastal Zone Area C) district of the Watsonville Zoning Ordinance section 9-5.705 based on the Coastal Development Permit findings and further found that the provisions of the General Plan and the Watsonville Municipal Code have been met.

6. That any additional conditions stipulated as necessary in the public interest have been or will be met.

Supportive Evidence

As conditionally approved, this project meets the requirements as outlined by the City of Watsonville's CZ-C (Coastal Zone Area C) zoning classification. The intent of this zone is to implement the policies of the Land Use Plan (LUP) that allow development of public school facilities as long as the project also protects environmental resources, agricultural land, visual resources, and provides safety, and limits future extension of utilities and annexations west of Highway One. The project, as designed, promotes the public interest by establishing a high school to serve a severely overcrowded district in a manner that also respects the sensitive environmental surrounding, which is in the best interest of the City.

7. That such use will not constitute a nuisance or be detrimental to the public welfare of the community.

Supportive Evidence

The proposed project, as conditionally approved and documented in the environmental reports prepared for the PVHS campus and the Coastal Development Permit findings, is not anticipated to constitute a nuisance or be detrimental to the public welfare of the community.

Application No: PP2019-43
APN: 018-281-63
Applicant: PVUSD
Hearing Date: June 25, 2019

**CONDITIONS OF APPROVAL FOR COASTAL DEVELOPMENT PERMIT/
SPECIAL USE PERMIT WITH DESIGN REVIEW (CDP NO. 00-28)**

The following Conditions of Approval apply to CDP No. 00-28 and the Amendment to CDP No. 0-28. Therefore, the conditions apply to (a) the development of a 204,500 square-foot high school to serve 2,200 students and 120 staff members, (b) the construction of upgraded and new athletic field facilities on an 8± acre portion of the existing PVHS campus, and (c) the construction of a new auditorium building on the existing PVHS campus located at 500 Harking Slough Road (APN 018-281-63). The conditions also apply to the extension of a six-inch sanitary sewer force main fed by an eight-inch gravity main and a 12-inch water line utilizing the existing Harkins Slough right-of-way. For the purpose of these conditions, the term "Applicant" shall mean the Pajaro Valley Unified School District (PVUSD) or the owner or any successor(s) in interest to the terms of this approval.

General Conditions:

1. This Coastal Development/Special Use Permit shall be null and void if not acted upon within **24 months** from the effective date of the approval thereof. Time extensions may be granted for up to one year per Implementation Plan (IP) section 9-5.413(b) provided the Applicant requests same at least 30 days in advance of the expiration of this Coastal Development/Special Use Permit. This approval applies to plans titled "a New Millennium High School" dated May 29, 2001. (CDD-P)
2. After approval is granted, modification to the project or to conditions imposed may be considered in accordance with the Local Coastal Program and the Watsonville Municipal Code. (CDD-P)
3. Approval is subject to making findings and supportive evidence as required by sections 14-10.607 and 9-5.305 of the City Zoning Ordinance with said findings set forth in Exhibit "A" of the resolution and made a part of this Coastal Development/Special Use Permit. (CDD-P)
4. The project shall be in compliance with these conditions of approval, all applicable Federal, State and local codes and ordinances as required for a public school project, appropriate development standards, and appropriate City policies set forth in the City of Watsonville Local Coastal Program for area CZ-C. Any deviation will be grounds for review by the City and may possibly result in revocation of the Special Use Permit, pursuant to Section 14-10.609 of the Watsonville Municipal Code. (CDD-P, B)

Prior to the commencement of grading, the following requirements must be met:

5. Where not in conflict with specific conditions of approval, the project is subject to compliance with the Mitigation Monitoring Program adopted for the new Millennium High School by the PVUSD Board of Trustees on May 23, 2001. A reporting program shall be prepared and submitted to the City that establishes a format and timing for submittal of how mitigations have been implemented.
6. The project shall be revised to provide a maximum of 435 off-street parking spaces that meet minimum City requirements for off-street parking for a high school. The northern parking lot shall also be redesigned to ensure that no parking spaces encroach on the 50-foot agricultural buffer zone that is not within the restricted use area or the Applicant shall purchase 25 additional feet of the Edwards' property to provide a minimum 50-foot buffer. (CDD-P, DSA)
7. The Applicant shall only obtain the minimum sizing of utility facilities required by the State of California Division of the State Architect (DSA) to serve the high school facility based on engineering calculations in accordance with IP section 9-5.705, subsection (c)(4)(ix)(ad). (CDD-E, DSA)
8. The exterior elevations of the project shall be modified to either replace the galvanized siding detail with a more natural material such as board and batten siding or treat any corrugated metal accent material so as to become non reflective. The color board shall be modified to exclude a checkered board pattern but use colors that blend with the surrounding landscape per IP section 9-5.705, subsection (g)(vi). The Applicant shall submit those modifications to the Community Development Department for review and approval. (CDD-P, DSA)
9. The school shall be designed to meet applicable City building and State uniform building code requirements to the satisfaction of the Division of the State Architect (Completed). (CDD-B, DSA)
10. The proposed building design shall comply with the State Fire Marshall's requirements. The Division of the State Architect of the Office of General Services shall review and approve the final construction drawings for inclusion of the State Fire Marshall's requirements (Completed). *(Satisfies Mitigation F-1) (DSA)
11. The Applicant shall comply with the City impact fees regarding fire protection and/or expansion of necessary services to the project site consistent with past practices concerning City ordinances and approvals. *(Satisfies Mitigation F-3) (CDD-P)
12. Three copies of the final landscape and irrigation plans must be submitted and approved by the Community Development Department. The project shall utilize native drought tolerant species as identified by the Environmentally Sensitive Habitat Area (ESHA) restoration and landscaping plans for the interior of the site and along the perimeter. All trees shall be a minimum size of 15 gallons with one-inch caliper trunks and a four to five-foot spread. Automatic, low-flow irrigation systems shall be installed in all school landscaped areas. Irrigation is to

be programmed for night or early morning hours in order to minimize evaporation. Temporary irrigation shall be used in the ESHAs to ensure that plants remain viable during early growth. The following are elements to facilitate compliance with the ESHA restoration plan: *(Satisfies Mitigation A-3) (CDD-P, PK, DSA)

- a. All elements of the native perennial grassland restoration plan as outlined in the Biological Resources section of the Local Coastal Implementation Plan section 9-5.705 (4)(ii)(aa) shall be included;
- b. The species composition should comprise of native plants indigenous to the project area. The species should be mixed to include trees, shrubs, and an herbaceous understory of varying heights as well as evergreen and deciduous types. Planting shall be varied so as to increase the effectiveness of the screen by providing multiple layers, seasonality, more diverse habitat, and reduced susceptibility to disease. Tree species shall include coast live oak (*Quercus agrifolia*), canyon live oak (*Quercus chrysolepis*), western sycamore (*Platanus racemosa*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), yellow willow (*Salix lucida ssp. lasiandra*) and California bay (*Umbellularia californica*). Shrub and herbaceous species shall include toyon (*Hetermoles arbutifolia*), coffee berry (*Rhamnus californica*), elderberry (*Sambucus mexicana*), coyote bush (*Baccharis pilularis*), California rose (*Rosa californica*), wild grape (*Vitis californica*), blackberry (*Rubus ursinus* and *R. discolor*), black sage (*Salvia mellifera*), monkey flower (*Mimulus aurantiacus*), wild lilac (*Ceanothus thyrsiflorus*), mugwort (*Artemisia douglasiana*) and hairy honeysuckle (*Lonicera hispidula*). The understory shall be broadcast seeded with the species indicated in the Biological Resources Plan regarding native perennial grassland restoration;
- c. The planting design shall be randomized to mimic natural patterns;
- d. The planting area shall be at least 30 feet wide with at least four plants across any given cross section;
- e. The planting density and survivorship shall result in 80% screening by the end of the 15th day of September after planting;
- f. The buffer shall have a minimum average height of 15 feet by the end of the 15th day of September after planting;
- g. The buffer shall be planted within the first year of groundbreaking for the high school. Within one week of planting, the permanent exclusionary fencing shall be installed on the boundary between the buffer and high school site, and temporary habitat protection fencing shall be placed on the other perimeters of the buffer to remain during construction; and
- h. An irrigation and maintenance program shall be implemented during the plants' establishment period.

13. The Applicant shall provide and maintain at least a 200-foot buffer between nonagricultural uses and agricultural land pursuant to IP section 9-5.705 (g)(6). The buffer shall be permanently protected and restricted by easement; buffer plantings or other required barriers shall be maintained in perpetuity; and uses allowed in the Public School Restricted Use Area buffer shall be limited to student agricultural activities, septic systems, habitat improvements as may be specified in a biological restoration plan, one road crossing of the minimum width for public safety purposes as necessary to serve the permitted use, limited school parking, sports fields, and pathways. No buildings or other structures shall be allowed in this area. In addition, the Applicant shall ensure that the 200-foot buffer zones for structures along the north, south and west sides of the site in the approved project design are maintained in the final design and implementation of the project. *(Satisfies Mitigation LU-4) (CDD-P, DSA)
14. The Applicant shall maintain a bond in an amount sufficient to construct identified environmental enhancements to the ESHA with the cost of improvements identified by the landscape architect. This bond shall be used by the City to install the improvements in case improvements are not installed according to the adopted ESHA restoration plan in accordance with IP section 9-5.705 (5)(ii)(ac). (CDD-P)
15. The Applicant shall have a wetland biologist prepare a biological restoration plan that addresses habitat restoration and includes goals, objectives, performance standards, and a maintenance program consistent with the requirements of IP section 9-5.705, subsection (g)(4). (PVUSD, CDD-P)
16. The Applicant shall retain a qualified biologist to conduct preconstruction surveys just before construction activities begin to ensure that no special-status species are present. Construction shall be subject to the seasonal restrictions from October 15 to April 15. If special-status amphibians are present, they may be moved outside the construction area with the necessary permits from the United States Fish and Wildlife Service and California Department of Fish and Game. Such agencies may require temporary exclusion fencing and an on-site monitor during construction, among other requirements, to ensure that no species are harmed. *(Satisfies Mitigation B-22) (PVUSD, DSA)
17. The Applicant shall have a registered traffic engineer review the site plan to assess the internal site layout and design. *(Satisfies Mitigation T-3) (PVUSD, PW)
18. The project shall include a storm water pollution prevention plan (SWPPP) once final grading plans are approved by the Division of the State Architect and prior to commencement of construction. The project shall also file a Notice of Intent with the California Regional Water Quality Control Board (Central Coast Region) which would include the SWPPP. The SWPPP is to be used by the contractor as a guideline for implementing Best Management Practices (BMPs) regarding the appropriate handling of construction and post-construction runoff. (PVUSD, PW)
19. Revise General Site Note #8 and Erosion and Sedimentation Control Note #2 on Sheet CO.1 of the approved plans to call for all erosion control work to be done

in accordance with City of Watsonville Public Improvement Standards S-2410 and S-2411. (CDD-E)

20. Provide written approval by the Applicant's geotechnical engineer of the proposed keystone block walls on sheet C7.1. (CDD-E, DSA)
21. The Applicant shall prepare and implement recommendations of a project soil engineering study prior to school building construction in accordance with sections 17212 and 17212.5 of the Education Code. *(Satisfies Mitigation G-1) (PVUSD, DSA, CDD-E)
22. The project's drainage plan shall be subject to review and approval by the City of Watsonville for compliance with all applicable City ordinances, standards and policies, including but not limited to the following components/requirements: *(Satisfies Mitigation H-1) (CDD-E, PW)
 - a. Post-development runoff from the site must equal pre-development runoff;
 - b. All runoff shall be collected and controlled and shall be discharged off-site into the City storm drain system, or provision of an on-site detention basin(s) to accommodate a 100-year storm event. All storm water runoff from the site shall be drained into the detention basin(s) to maintain proper capacity; and
 - c. The project's drainage system shall be monitored and maintained during all major storm events and following each rainy season to ensure system integrity including but not limited to: removing debris and excess vegetation from gutters, catch basins, and detention basin(s); monitoring erosion of the detention basin(s); and inspecting the engineered depth of the basin(s) to maintain proper capacity; and
 - d. Compliance with all applicable guidelines listed in the City Flood Damage Prevention Ordinance and National Flood Insurance Program.
23. To minimize the pollution of stormwater runoff, the Applicant shall prepare a SWPPP in accordance with the California Regional Water Quality Board - Central Coast Region requirements which identify BMPs for use during both construction and operation of the project. The SWPPP shall include the construction and monitoring of pollution control facilities/methods including but not limited to: *(Satisfies Mitigation H-2) (CDD-E)
 - a. Grading and site alteration activities shall be prohibited during the rainy season from October 15 to April 15 without adequate erosion/runoff barriers (i.e., hay bales, silt fences, and bags);
 - b. Cascading bio filtration swales as identified in the plans shall be built and maintained to treat "first flush" runoffs; and

- c. A periodic sweeping program shall be established and enforced for all paved surfaces which includes the application and vacuuming of approved detergents for hydrocarbon removal and an approved disposal program.
24. The project shall include the following provisions in the project's drainage plan: *(Satisfies Mitigation H-3) (CDD-E, PW)
- a. Maintain clean water runoff to the West Struve Slough to maintain that habitat;
 - b. Detain runoff to control volume of flow off-site;
 - c. Intercept sediment through the use of bio-filtration swales and traps to prevent improper oil, chemicals, entering adjacent ESHA or into the City's storm drain system; and
 - d. Establish and enforce a maintenance plan to clean and check the bio-filtration swales on a regular basis.
25. The Applicant shall comply with City impact fees as they relate to the proposed project's police protection consistent with past practices concerning City ordinances and approvals. *(Satisfies Mitigation LE-2) (CDD-P, PVUSD)
26. The Applicant shall work with the City of Watsonville for payment of impact fees for water supply to the project site. Fees shall be commensurate with the impact fees for water consistent with past practices concerning City ordinances and approvals. *(Satisfies Mitigation W-2) (PW, PVUSD)
27. Any agricultural well that is displaced by the project shall be made available to adjacent or nearby farmers if such farmers demonstrate a need for the water and it can be feasibly transported to the fields in accordance with IP section 9-5.705, subsection (c)(5)(ii)(ag), pursuant to LCP section (c)(5)(b)(7). (PVUSD)
28. The Applicant is required by Proposition 65, State Department of Education, other responsible State agencies, and the Applicant's own Hazardous Materials Management Plans to account for the handling and disposal of all chemicals and potentially hazardous materials. *(Satisfies Mitigation HM-2) (DTSC) PVUSD)

The following conditions shall be met while grading & construction activities are ongoing:

29. Limit construction activities to the hours between 7:00 a.m. and 7:00 p.m. (PW, DSA)
30. Use available noise suppression devices and properly maintain and muffle loud construction equipment. *(PW)
31. During construction (including clearing, grading, earth moving, excavation or transportation of cut or fill materials), water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this would include wetting down such areas in

the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour. *(Satisfies Mitigation AQ-2) (PW, DSA)

32. Contractor shall use reclaimed water for dust control on-site. (PW, DSA)
33. After clearing, grading, earth moving, or excavation is completed, the entire area of disturbed soil shall be treated immediately by watering, revegetating, or spreading soil binders to prevent wind pickups of the soil until the area is paved or otherwise developed so that dust generation will not occur. *(Satisfies Mitigation AQ-3) (PW, DSA)
34. Soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. *(Satisfies Mitigation AQ-4) (PW, DSA)
35. Trucks transporting soil, sand, cut or fill materials and/or construction debris to or from the site shall be tarped from the point of origin. *(Satisfies Mitigation AQ-5) (PW, DSA)
36. Erosion control measures shall be installed as indicated by the approved project plan during construction and will remain in effect until disturbed areas are stabilized or installation of permanent site improvements are installed. (CDD-E, DSA)
37. Stationary construction equipment shall be shielded and placed such that emitted noise is directed away from noise sensitive land uses. *(Satisfies Mitigation N-3) (DSA, PVUSD)
38. Any consistency determination report shall conform to the standards of the Association of Monterey Bay Area Governments (AMBAG). PVUSD shall comply with any Monterey Bay Unified Air Pollution Control District (MBUAPCD) request for a report setting forth the consistency of the project with the MBUAPCD's Air Quality Management Plan. *(Satisfies Mitigation AQ-7) (PVUSD, DSA)
39. Should any prehistoric or historic artifacts or other indicators of cultural resources be found during the course of grading, construction or other development activities, all operations within the area shall halt until a qualified archaeologist can be consulted to evaluate the finds and recommend appropriate mitigation measures in compliance with IP section 9-5.705, subsection (g)(2). (PVUSD, DSA)
40. If human remains are found, all work must stop in the vicinity of the find and the County coroner notified and makes the determination required by subdivision (b) of section 7050.5 of California's Health and Safety Code. If the remains are Native American, the coroner will notify the California Native American Heritage Commission which in turn will inform the most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods. (PVUSD, DSA)

41. The project shall prevent runoff from the developed portion of the campus, either during construction or during the life of the project, to be discharged directly into the west branch of Struve Slough. Any stormwater retention features or pollution treatment structures shall be minimized in the 150-foot setbacks and contained within the development envelope. *(Satisfies Mitigation B-12) (PW)
42. Surface stormwater runoff from impervious portions of the campus shall not be allowed to enter the slough system without appropriate treatment to remove organic and toxic substances and debris. Any stormwater retention features or pollution treatment structures shall be minimized in the 150-foot setbacks and be contained within the development envelope. *(Satisfies Mitigation B-13) (PW)
43. The City shall work with the Applicant to ensure that BMPs are used to limit site runoff and provide appropriate erosion control measures. The Applicant shall provide written confirmation that the City will be involved in the inspection of the erosion control measures during construction. (PW)

Prior to commencement of building construction the following conditions shall be met:

44. The Applicant shall install, construct, and maintain fire hydrants and provide access for firefighting equipment as requested by the City Fire Department. The City Fire Department shall review and approve final development design drawings for hydrant locations and emergency access prior to construction. *(Satisfies Mitigation F-2) (WFD)
45. Place all power lines underground or provide protection against electrocution of birds on elevated power lines resulting from project implementation as shown on plans. *(Satisfies Mitigation B-6) (CDD-E)
46. The Applicant shall negotiate a traffic impact fee with the City of Watsonville to the extent required by law. The fee shall be paid by the Applicant at the time specified as required by the City. *(Satisfies Mitigation T-11) (CDD-P)
47. Design and construction of the project shall conform with the State guidelines and regulations regarding the use of noise insulation materials. Noise insulation materials provided in the final construction drawings shall be subject to review and approval of the Office of the State Architect prior to construction. *(Satisfies Mitigation N-4) (DSA)
48. The Applicant shall retain the services of an approved acoustical engineer to conduct and submit a final noise study to final construction drawing approval. The final noise study shall: (1) verify existing and future ambient noise levels; (2) discuss how outdoor noise levels at the eastern edge of the site can be attenuated to less than 60 dB(A); and (3) identify the building materials and construction techniques to be utilized to reduce interior noise levels below 45 dB(A). Any proposed sound barriers shall be designed in a manner which is acceptable to the Division of the State Architect (DSA). The State approved building plans will be reviewed by the DSA for conformance with mitigation measures contained in the final noise study and conditions of approval. *(Satisfies Mitigation N-5) (DSA)

49. Building construction shall comply with the California Code of Regulations, Title 24, California Building Code. The mean peak horizontal ground acceleration caused by an earthquake on the San Andreas Fault is estimated to be 0.6 to 0.75g. Further, the repeatable high ground acceleration for such an earthquake is estimated to be 0.4 to 0.5g. The above values shall be used for pseudo-static or dynamic analyses conducted for the proposed project. These parameters shall be minimum standards in these analyses. The final construction drawings shall be based on these minimum standards and shall be subject to the review and approval of the Division of the State Architect prior to commencement of building construction. *(Satisfies Mitigation G-2) (DSA)
50. The Applicant shall dedicate a one-foot utility nonaccess easement on the western and southern boundaries of the property that follow the City's Utility Prohibition Overlay District. This easement will be required to be dedicated to a qualifying entity effectively prohibiting utility lines from crossing to surrounding properties outside City limits except the one crossing allowed to serve the high school project. (PVUSD, CDD-P)
51. The Applicant shall provide easements for water and sanitary sewer facilities installed on private property as described below:
- a. Utilities installed "downstream" of the school site shall require a minimum ten-foot wide easement for each line and allow the City to own, operate and maintain the proposed utilities;
 - b. The proposed 12-inch water line installed on school property. The easement shall be a minimum of ten-foot wide and allow the City to own, operate and maintain the water line up to and including the meters but not beyond the meters; and
 - c. The proposed eight-inch sanitary sewer gravity main installed on school property shall be dedicated to the City, or the City shall be named as an owner of the easement, though, the ownership, operation and maintenance of the force main shall be by others. (CDD-E, PW, PVUSD)

Prior to commencement of Utility Construction the following conditions shall be met:

52. The Applicant shall obtain all permits from the County of Santa Cruz and State Department of Transportation (Caltrans) for project improvements and installation of utilities within their right of ways. The portion of Harkins Slough Road that is west of Highway One is within Santa Cruz County. The Applicant shall obtain permits from the County and Caltrans for the utility crossing. (PVUSD, PW)
53. The City and Applicant shall dedicate a one-foot nonaccess easement around the pipeline through County lands in the Harkins Slough right of way which prohibits any tie-in except for the high school project. (PVUSD, PW)
54. The pump station design shall include emergency backup power and overflow measures to direct raw sewage away from the wetland/slough areas and into a

designated and adequately sized holding area for cleanup. *(Satisfies Mitigation WW-2) (PW, PVUSD)

55. The project shall not install utilities prior to the commencement of construction of the school buildings on this site in accordance with IP section 9-5.705, subsection (g)(10)(iii). (PW)
56. The school shall own, operate and maintain the proposed sewer lift station and sanitary sewer line "upstream" of the lift station. In the event that parcel CZ-B utilizes this line, parcel CZ-B shall be responsible for their "fair share" portion of operation and maintenance. The proposed sanitary sewer force main downstream of the lift station shall be owned and maintained by the City. (PW, PVUSD)

Prior to occupancy, the following conditions shall be met:

57. The Applicant shall prepare and submit to the City a landscaping and grounds maintenance plan that minimizes the use of pesticides, herbicides and fertilizers consistent with requirements in IP section 9-5.705, subsection (c)(5)(ii)(ak). (PVUSD, CDD-P)
58. The Applicant shall cooperate with the Santa Cruz Metropolitan Transit District to plan for adequate transit service and facilities. *(Satisfies Mitigation T-6) (PVUSD)
59. The Applicant shall provide pedestrian (sidewalks and crosswalks) and bicycle facilities that connect to the existing facilities located along roadways east of Highway One at the intersection of South Green Valley Road and Harkins Slough Road/Silver Leaf Drive. In addition, the Applicant shall cooperate with the City and County to establish a "safe route to school" where these improvements are consistent with the City of Watsonville 2005 Bikeway Plan (May 1989). These pedestrian and bicycle facilities shall be lit in compliance with IP section 9-5.705, subsection (c)(5)(ii)(ab). In addition, appropriate school area signs shall be posted along Harkins Slough and Lee Roads including advance school symbol sign, reduced school speed limit signs, school zone signs, school crossing signs, and school bus stop signs. These facilities and signs shall be designed according to the School Area Pedestrian Safety section of the Caltrans Traffic Manual. The Applicant shall also provide adequate safe and secure bicycle parking on campus to encourage bicycle travel. *(Satisfies Mitigation T-2) (PVUSD, PW, CALTRANS)
60. Harkins Slough Road shall be upgraded to meet City and County standards for roadways carrying the volume of traffic expected to be generated by the high school project. The City of Watsonville and Santa Cruz County plan to build a bridge on Harkins Slough Road over the west branch of Struve Slough from the Highway One overpass south to a point approximately 200 feet from the project site. This improvement includes construction of two travel lanes, bike lanes in both directions, and a pedestrian walkway on the north side of the structure. The high school project will be responsible for upgrading Harkins Slough Road to the City/County standards from the school driveway on the eastern boundary of the

development envelope to the planned bridge. All ESHA and ESHA buffers shall be delineated on road plans submitted to Santa Cruz County and the City of Watsonville so that these areas will be excluded from road improvements. *(Satisfies Mitigation T-8) (SCC, PW, CALTRANS)

61. The Applicant shall be responsible for adding a sidewalk on the north side and bike lanes on both sides of Harkins Slough Road from the school to the planned bridge (approximately 200 feet). The Applicant shall also add bike lanes on both sides of Green Valley Road from Harkins Slough Road to Main Street. These bicycle facilities shall conform to the planned facilities as specified in the City of Watsonville's 2005 Bikeway Plan. *(Satisfies Mitigation T-9) (PVUSD, SCC, PW)
62. The Applicant must incorporate disabled parking spaces based on the Title 24, California Building Code chapter 11(b) requirements. Based on this requirement, 16 parking spaces are required to be signed for disabled drivers. *(Satisfies Mitigation T-4) (DSA)
63. All utilities shall be placed underground except transformer boxes. (CDD-E)
64. Prior to final occupancy, all trash and construction debris shall be removed from the site. (PW, DSA)
65. The Applicant shall construct an exclusion fence along the easternmost boundary of the six detention ponds located on the southeast corner of the development to prevent special-status amphibians from accessing the detention ponds. The fence shall be five-feet high and buried at the bottom (preferably in concrete to prevent small mammals from burrowing under the fence) and contain mesh no greater than 0.25 inches in diameter. *(Satisfies Mitigation B-20) (PW, DSA)
66. The Applicant shall record a deed restriction, conservation easement or convey the ESHA buffers to an appropriate and qualified entity responsible for maintaining and protecting these areas as required under IP section 9-5.705, subsection(c)(5)(ii)(ah). Additionally, the agricultural buffer areas within the development envelope shall be landscaped and maintained by the Applicant. (PVUSD, CDD-P)
67. The Applicant shall record a right-to-farm hold harmless acknowledgment as a deed restriction consistent with IP section 9-5.705, subsection (c)(5)(ii)(ai). (PVUSD, CDD-P)
68. Plans for a key lock box (Knox-Box) system shall be submitted to the City Fire Department for approval and permits prior to installation of the box. (WFD)
69. The designated ESHAs and wetland portions of the property shall be managed as a biological restoration site. Uses shall include mitigation for impacts to the stringers of freshwater marsh/willow habitats along Harkins Slough Road. Such management and use will comply with the requirements of the IP including, but not limited to, the following sections: *(Satisfies Mitigation B-1) (CDD-P)

- a. 9-5.705(c)(4)(ii), which requires preparation of a biological restoration plan where habitat preservation and restoration uses impact adjacent ESHA;
 - b. 9-5.705(c)(5)(ii)(ah), which requires the Applicant to record of a deed restriction or an open space/conservation easement providing for permanent maintenance and protection of all agricultural and ESHAs and their buffers as well as offering those areas for conveyance to resource management entities; and
 - c. 9-5.705(g)(4), which establishes the required contents of Biological Restoration Plans.
70. "Offers of conveyance" described in condition 69(b) above shall be provided with funding necessary for conservation purposes which shall be negotiated between the PVUSD and the grantee of the dedication. PVUSD shall not dedicate the site without adequate assurance of availability of necessary funding. *(Satisfies Mitigation B-1) (PVUSD, CDD-P)
71. The project Applicant or their designee shall comply with the biological restoration plan for the buffer areas which identifies specific requirements for plant types, locations, and maintenance and calls for the use of appropriate native species and removal of invasive exotic vegetation. Screening with appropriate native species will be required for the southwestern, southern and eastern boundaries of the development envelope to filter views of the school from public roads. Long term maintenance of the ESHA shall be the responsibility of the underlying owner or entity with controlling interest in the conservation easement. (PVUSD, CDD-P)
72. The athletic fields shall be located away from sensitive freshwater marsh habitats in the west branch of Struve Slough. *(Satisfies Mitigation B-3) (CDD-P, DSA)
73. Outdoor athletic fields shall not be equipped with nighttime lighting facilities. *(Satisfies Mitigation B-4) (CDD-P, DSA)
74. The plans shall include design features around the athletic fields that confine errant baseballs and other sports activities from the ESHA as shown on plans. *(Satisfies Mitigation B-5) (CDD-P)
75. Lighting used throughout the campus shall be designed to minimize the amount of light transmitted to adjacent, undeveloped areas per IP section 9-5.705(c)(5)(ii)(ab) as shown on the plans. *(Satisfies Mitigation B-7) (CDD-P)
76. Building windows and glass surfaces shall be designed to minimize through views, thereby, reducing bird collisions per IP section 9-5.705 (5)(ii)(ab) as shown on the plans. *(Satisfies Mitigation B-8) (CDD-P)
77. Landscaping with nonnative plant species shall be limited to the immediate vicinity of school buildings except for turf grasses on athletic fields. Planting in the ESHAs shall be done pursuant to the biological restoration plan under the following IP sections 9-5.705(c)(4), which identifies areas to be addressed in the

biological restoration plan, and 9-5.705(g)(4), which establishes the required contents of the biological restoration and landscape plans. *(Satisfies Mitigation B-16) (CDD-P)

78. The Applicant shall ensure that the biological restoration plan prepared by the biologist includes school policies to protect habitat areas, including signage, restricting unauthorized use of the designated ESHAs. *(Satisfies Mitigation B-21) (PVUSD, CDD-P)
79. All project access driveways shall provide traffic control devices (stop signs) at intersections with Harkins Slough Road. All traffic signs and markings shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highway published by the Transportation Department of the Federal Highway Administration. In addition, a registered traffic engineer shall review the site plan to assess driveway design operation, including turning radii for school buses. *(Satisfies Mitigation T-1) (PVUSD, PW)
80. PVUSD shall make reasonable efforts to acquire the remaining portion of the Edwards' property for the purpose of providing conservation and/or agricultural easement(s) in the event that: (a) funding becomes available for such an acquisition from sources outside of the District such as grants and other moneys from foundations; (b) PVUSD's acquiring the additional acres is not deemed to have additional significant environmental impacts; and (c) any environmental groups and public agencies that have expressed concern regarding the selection of the site for the high school consent to and concur with this treatment of the additional 50 acres. *(Satisfies Mitigation GI-2) (PVUSD)
81. In accordance with IP section 9-5.705(c)(4)(xii), roadway lighting shall have switching and timing devices to provide illumination only during school functions and events, never for an all-night period, and meet the following criteria: *(Satisfies Mitigation A-4s) (CDD-P)
 - a. Luminaries shall be cutoff-type fixtures which cast low-angle illumination to minimize incidental spillovers of light onto adjacent private properties and undeveloped open space. Fixtures that project upward or horizontal illumination shall not be used;
 - b. Luminaries shall be directed away from habitat and open space areas adjacent to the project site;
 - c. Luminary lamps shall provide good color rendering and natural light qualities. Low-pressure and high-pressure sodium fixtures which are not color corrected shall not be used. Intensities shall be approximately ten lux for parking lots and roadway intersections, eight lux for walkways, and 10–50 lux for entries and key areas around the buildings; and
 - d. Luminary mountings shall be downcast and the height of the poles shall be minimized to reduce potential for backscatter into the nighttime sky and incidental spillover of light into adjacent private properties and undeveloped open space. Light poles shall be no more than 20 feet high

(at the low end of the range for parking lot and roadway lights). Luminary mountings shall have nonglare finishes.

82. The project shall include the following design features to reduce the potential for criminal activity: *(Satisfies Mitigation LE-1) (WPD)
 - a. Street and night lighting shall be provided on the project site to aid crime prevention and enforcement efforts. Lighting standards shall meet existing City standards but would also be subject to night-time lighting restrictions specified in condition 81; and
 - b. Landscaping shall be designed so as not to conceal potential criminal activities near windows and doors.
83. Should the Applicant acquire property over which the sewer and water facilities would cross to serve the proposed hotel, the Applicant shall dedicate utility easements to the City and proposed hotel property. The easement for such utilities shall be a minimum of ten feet per utility. (PVUSD, CDD-E)
84. The Applicant shall, in conjunction with the Santa Cruz County Staff, design and implement a school area pedestrian/bicyclist plan. *(Satisfies Mitigation AQ-6) (PVUSD, SCC)
85. The outside perimeter of the campus fence shall be planted with locally occurring native trees or tall shrub species to form a visual, noise and access screen from the school in accordance with the approved biological restoration plan. *(Satisfies Mitigation B-15) (PW)
86. The Applicant shall provide a minimum of one 30-yard compactor for refuse and one 30-yard compactor for recyclables. The project shall include a trash enclosure that is 24-feet wide and 30-feet long in accordance with City trash enclosure detail S-809B. *(Satisfies Mitigation SW-2) (PW)
87. The perimeter of the school campus shall be fenced with split rail fences and access to the adjacent west branch of Struve Slough, including the Watsonville State Wildlife Area, shall be restricted except for the purpose of refuse cleanups or for emergencies involving public health and safety. *(Satisfies Mitigation B-11) (DSA)
88. The Applicant shall install low flow toilets, shower and faucet flow restrictions, and other water conserving appliances in the project. *(Satisfies Mitigation W-1) (PW)

Ongoing Conditions:

89. The Applicant shall be required to annually submit a schedule of school events and days of school operations to the Santa Cruz County Agricultural Commissioner. This information will be used by the Commissioner when issuing pesticide application permits to area farmers. The Commissioner shall notify the

Applicant of all significant spraying operations that may impact the school.
*(Satisfies Mitigation LU-1) (PVUSD)

90. The Applicant shall, upon notification by the Agriculture Commissioner of scheduled pesticide applications, take appropriate action as recommended by the Commissioner to ensure staff and student body safety. *(Satisfies Mitigation LU-2) (PVUSD)
91. On-site and highway generated litter, garbage, refuse, and related debris shall be strictly managed such that dispersion is minimized beyond the confines of the developed campus and roadways and into the adjacent marshes and fields. Such waste shall not be allowed to accumulate to any appreciable extent either on campus or adjacent lands such that it would be attractive to opportunistic animals such as gulls, crows and ravens, raccoons, opossums or rats. *(Satisfies Mitigation B-9) (PW)
92. School cafeteria and refuse facilities shall not be located in peripheral areas of the campus in order to minimize its attractiveness to feral and other animals that would be attracted to these features. *(Satisfies Mitigation B-10) (PW)
93. The Applicant shall implement an on-campus recycling program for diversion of recyclable materials from the general solid waste collected at the campus. *(Satisfies Mitigation SW-1) (PW)
94. All trash and recycling materials generated on-site shall be disposed of at the City landfill or recycling center. Disposal of trash at the City landfill cannot be done without prior agreement. The Applicant shall contact the Solid Waste Division of the City Public Works Department to coordinate disposal of these materials. (PW)
95. The project shall include the following steps to adequately contain trash on the site: *(Satisfies Mitigation B-17) (PW)
 - a. All exterior containers shall be emptied daily or fitted with lids that prevent access by cats and other predators;
 - b. Central collection areas (dumpsters) shall be fully enclosed with a roof and gated access which, when closed, prevent access by cats and other predators; and
 - c. Students shall be educated on the importance of not allowing food waste to be consumed by wildlife. Signs to that effect will be posted in the lunch and cafeteria areas.
96. Integrated pest management practices shall be applied throughout the campus for the control of pests, in order to minimize the use of pesticides, and also inadvertent poisoning of wildlife. *(Satisfies Mitigation B-14) (PVUSD)
97. The Applicant shall create, implement, and maintain a natural science study center on the site to utilize partnerships with other environmental protection

agencies and associations in an effort to further community education and knowledge. The center shall include an environmental stewardship program with an interpretive and teaching plot adjacent to the upper finger of Hanson Slough. Such agency shall prepare, publish and implement a Habitat Management Plan that will set forth policy on the proper use and maintenance of the protected habitat area. *(Satisfies Mitigation B-18) (PVUSD)

98. All special events not associated with instructional programs or athletic events that exceed school capacity or may adversely affect habitat areas are required to obtain a Coastal Development Permit consistent with IP section 9-5.705, subsection (c)(5)(ii)(aj). (CDD-P, PVUSD)
99. A special events permit shall be required to hold any special/major events consistent with past practices concerning City ordinances and approval. The project sponsor must obtain a permit and provide special event planning. A traffic control/management plan shall be developed that will manage any heavy influx of autos at those times. The control/management plan shall include special signing for traffic and a parking plan. Any traffic control management plan shall be submitted to the City for review and approval consistent with past practices concerning City ordinances regarding the City's review and approval. *(Satisfies Mitigation T-5) (PW, CDD-P)
100. The Applicant shall post material and host programs provided by the Santa Cruz County Regional Transportation Commission (SCCRTC) regarding alternative modes of transportation. *(Satisfies Mitigation T-7) (PVUSD)

New Conditions of Approval for the PVHS Athletic Field Project:

101. **No Development on Northerly Approximately Nine Acres Outside Existing Footprint.** PVUSD shall not develop the upper, northerly approximately nine acres of land outside the existing footprint, which nine acres are more specifically described as APN 018-281-69 and APN 018-281-66 (as shown and referred to as the "expansion area" and deed reference numbers nos. 2002-0057194 and 2002-0057197 on the recorded lot-line adjustment maps). Counsel for PVUSD and the WPA will devise the appropriate legal instrument to restrict development on this land, which will include a recorded easement, or other binding and enforceable recorded legal instrument running with the land, for aviation safety purposes and shall include and be in favor of the City and WPA (who may assign its rights to the California Pilots Association). **(Satisfies Mitigation 1) (PVUSD)
102. **No Development On Lands Surrounding the Existing Footprint.** PVUSD shall abide by the current development restrictions on the lands surrounding the existing footprint (as shown and referred to as "parcel" on Figure 2.0-2 of the Draft SEIR and referenced herein as "existing footprint") as required by the existing Coastal Development Permit ("CDP No. 00-28") for the existing footprint including, but not limited to, the ESHA and agricultural buffer areas surrounding the existing footprint. **(Satisfies Mitigation 2) (PVUSD)

103. **Avigation Easement.** PVUSD shall record an avigation easement over the school dedicated in favor of the Watsonville Municipal Airport and the WPA, in a form agreeable to the WPA. **(Satisfies Mitigation 3) (PVUSD)
104. **Stadium Lighting.** The PVHS school site is permanently restricted from having stadium lights or having any event illuminated with temporary lighting. This restriction shall be included in the avigation easement. **(Satisfies Mitigation 4) (PVUSD)
105. **Reduction of Vertical Obstructions or Addition of Approach Lighting.** PVUSD shall deposit the sum of One Hundred Thousand Dollars (\$100,000.00) into an escrow account from which the City shall be entitled to withdrawal into its Airport Enterprise Fund amounts for costs incurred to remove vertical obstructions (i.e., trees, poles and other similar objects), or to install approach lighting, or for any other purpose which would enhance the lowering the current minimums toward the goal of 250 feet above ground level ("250' agl") for approach to the Watsonville Municipal Airport. PVUSD shall prepare distribution instructions (including accounting and auditing requirements) for the escrow account that limit the City's use of the funds only to actual costs incurred to enhance the lowering of approach minimums toward the goal of 250' agl as verified through appropriate documentation. **(Satisfies Mitigation 5) (PVUSD)
106. **Construction-Source Toxic Air Contaminant Emissions.** All off-road diesel-fueled equipment (e.g., rubber-tired dozers, graders, scrapers, excavators, asphalt paving equipment, cranes, and tractors) associated with project construction shall be at least California Air Resources Board (CARB) Tier 3 Certified or better. **(Satisfies Mitigation 3.0.9) (PVUSD)
107. **Objectionable Odors.** The applicant shall implement the following measures to ensure the project would not create objectionable odors affecting a substantial number of people:
- a. The MBARD shall require by contract specifications that the contractor use diesel particulate filters on any and all rubber-tired dozers, rollers, and/or graders in operation at the project site during grading activities;
 - b. The MBARD shall require by contract specifications that all construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 5 minutes;
 - c. The MBARD shall provide signs in loading areas clearly visible to truck drivers. These signs shall state that trucks cannot idle in excess of 5 minutes per trip; and
 - d. All equipment shall be properly tuned and maintained in accordance with manufacturers' specifications. Electrically powered construction activity shall use electricity from power poles rather than temporary diesel-powered generators and/or gasoline-powered generators (i.e., air compressors) where feasible. **(Satisfies Mitigation 3.0.11) (PVUSD)

108. **California Tiger Salamanders.** The applicant shall implement the following measures to ensure project construction would not impact California tiger salamanders:
- a. Preconstruction surveys for California tiger salamanders shall be performed no more than one hour prior to ground-breaking activities. Surveys shall be conducted by a USFWS-approved biologist. If at any point construction activities cease for more than five consecutive days, additional preconstruction surveys shall be conducted prior to the resumption of activities;
 - b. Prior to construction, a construction Worker Environmental Awareness Program (WEAP) shall be conducted in reference to potential listed species on-site. At a minimum, the program shall consist of a brief presentation by persons knowledgeable in endangered species biology and legislative protection (i.e., a qualified biologist) to explain concerns to contractors, their employees, and any other personnel involved in the project. The program shall include a description of the species and their habitat needs, any reports of occurrences on the project site, an explanation of the status of each listed species and their protection under the Endangered Species Act, and a list of measures being taken to reduce effects to the species during construction. Fact sheets conveying this information and an educational brochure containing color photographs of all listed species in the work area(s) shall be prepared for distribution to the above-mentioned people and anyone else who may enter the project site. A list of employees who attend the training sessions shall be maintained by PVUSD to be made available for review by the USFWS upon request;
 - c. To prevent the accidental entrapment of listed species during construction, all excavated holes or trenches deeper than 6 inches shall be covered at the end of each workday with plywood or similar materials. Larger excavations that cannot easily be covered shall be ramped at the end of the workday to allow trapped animals an escape method. Prior to the filling of such holes, these areas shall be thoroughly inspected for listed species by the USFWS-approved monitor(s). In the event a trapped animal is observed, construction shall cease until the individual has been relocated to an appropriate location;
 - d. All grading and construction shall be limited to the dry season, typically May 1 to October 1, to the extent feasible; and
 - e. Best management practices shall be used to minimize erosion, impacts on water quality, and effects to aquatic habitat in accordance with the approved stormwater pollution prevention plan (SWPPP) for the project. ****(Satisfies Mitigation 3.2.1) (PVUSD)**
109. **California Red-legged Frogs.** The applicant shall implement the following measures to ensure project construction would not impact California red-legged frogs:

- a. Preconstruction surveys for California red-legged frogs shall be performed no more than one hour prior to ground-breaking activities. Surveys shall be conducted by a USFWS-approved biologist. If at any point construction activities cease for more than five consecutive days, additional preconstruction surveys shall be conducted prior to the resumption of activities. ****(Satisfies Mitigation 3.2.2) (PVUSD)**
110. **Santa Cruz long-toed salamanders.** The applicant shall implement the following measures to ensure project construction would not impact Santa Cruz long-toed salamanders:
- a. A USFWS-approved biologist shall conduct preconstruction surveys searching for Santa Cruz long-toed salamanders no more than one hour prior to ground-breaking activities. If at any point construction activities cease for more than five consecutive days, additional preconstruction surveys shall be conducted prior to the resumption of activities. ****(Satisfies Mitigation 3.2.3) (PVUSD)**
111. **Western pond turtles.** The applicant shall implement the following measures to ensure project construction would not impact western pond turtles:
- a. A qualified biologist shall conduct a preconstruction survey for western pond turtle within 24 hours of the onset of construction activities in or adjacent to suitable upland and/or aquatic habitat. The survey area shall include a 100-foot buffer of the area to be affected. If juvenile or adult turtles are found within the survey area, the individuals should be moved at least 500 feet downstream to suitable habitat. If a turtle nest is found in the survey area, construction activities should not take place within 100 feet of the nest until the turtles have hatched or the eggs have been moved to an appropriate location; and
 - b. Construction operations and stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas, and all operations shall be confined to the minimal area necessary. ****(Satisfies Mitigation 3.2.4) (PVUSD)**
112. **Tricolored blackbirds.** The applicant shall implement the following measures to ensure project construction would not impact tricolored blackbirds:
- a. If construction-related activities would occur during the tricolored blackbird nesting season (February 1–August 30), preconstruction surveys shall be conducted within 14 days of construction initiation. Surveys must be performed by a qualified biologist for the purposes of determining the presence/absence of active nest colonies within a 300-foot buffer of the project site. If an active nest is found within 300 feet of the project site, construction activities shall be restricted as necessary to avoid the no work buffer zone. If no nest colonies are found, no further mitigation is required. ****(Satisfies Mitigation 3.2.5) (PVUSD)**

113. **Nesting and Migratory Birds.** The applicant shall implement the following measures to ensure project construction would not impact nesting and migratory birds:
- a. If clearing and/or construction activities would occur during the raptor nesting season (January 15–August 15), preconstruction surveys shall be conducted within 14 days of construction initiation. Surveys must be performed by a qualified biologist for the purposes of determining the presence/absence of active nest sites within the proposed impact area, including construction access routes and a 500-foot buffer (if feasible). If no active nests are found, no further mitigation is required. Surveys shall be repeated if construction activities are delayed or postponed for more than 30 days;
 - b. If an active nest is located during preconstruction surveys, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is deemed inactive by a qualified biologist. Restrictions shall include establishment of exclusion zones (no ingress of personnel or equipment) at a minimum radius of 500 feet around an active Swainson's hawk nest, 100 feet around an active raptor nest, and 50 feet around an active migratory bird nest. Activities permitted within exclusion zones and the size may be adjusted through consultation with the CDFW; and
 - c. Trees containing active migratory bird and/or raptor (excluding Swainson's hawk) nests that must be removed as a result of project implementation shall be removed during the nonbreeding season (September 1–January 1). Swainson's hawks are state and federally listed as threatened species; therefore, impacts on Swainson's hawk nest trees require regulatory authorization from the CDFW prior to removal. ****(Satisfies Mitigation 3.2.6) (PVUSD)**
114. **Undiscovered Cultural Resources, Paleontological Resources or Human Remains.** The applicant shall implement the following measures to ensure project construction would not impact undiscovered cultural resources, paleontological resources or human remains:
- a. If archaeological or paleontological resources or human remains are accidentally discovered during construction, work shall be halted within 50 feet of the discovery until it can be evaluated by a qualified professional archaeologist. If the discovery is determined to be significant, appropriate mitigation measures shall be formulated and implemented (per California Health and Safety Code Section 7050.5); and
 - b. If human remains are found at any time, work shall be stopped and the county coroner shall be notified immediately. If the coroner determines that the remains are Native American, the Native American Heritage Commission shall be notified as required by law. The NAHC shall designate a Most Likely Descendant who will be authorized to provide recommendations for management of the Native American human remains. (See California Public Resources Code Section 5097.98 and Health and Safety Code Section 7050. ****(Satisfies Mitigation 3.3.2) (PVUSD)**

115. **Seismic Activity.** The applicant shall implement the following measures to ensure the project would not result in the exposure of people, structures, and infrastructure to adverse effects associated with seismic activity:
- a. The foundation design loads shall be based on the site design response parameters determined in both the original and supplemental geotechnical report prepared by Earth Systems Pacific (2016 and 2017). The maximum soil allowable bearing capacity shall be 2,500 pound-force per square foot (psf) for static and moving loads. This value may be increased by one-third when loads such as wind or seismicity are included. ****(Satisfies Mitigation 3.4.1) (PVUSD)**
116. **Unstable Soils.** The applicant shall implement the following measures to ensure the project would not result in distressed foundations and paved areas from unstable soils:
- a. If the bleachers are to be supported by drilled pier foundations, the piers shall be interconnected by reinforced concrete grade beams constructed in the sloping direction. Grade beams shall be used to help reduce the effects of soil creep on the piers;
 - b. The cut slope shall be faced with conventional cast-in-place concrete or shotcrete having a minimum thickness of 2.5 inches. Reinforced concrete foundations shall be provided along the perimeters of the facing. The slope facing concrete shall be isolated from the perimeter foundations to allow some movement due to expansion and contraction of underlying soil. The points between the slope facing and foundations shall be sealed;
 - c. Prior to construction, site preparation and grading shall include the following:
 - Undocumented fill shall be removed.
 - Surfaces exposed by over excavation shall be cross-scarified to an approximate depth of 8 inches.
 - Slopes of 10 percent or steeper to receive fill shall be cut to create benches at least 8 feet wide.
 - Fill shall be placed in lifts not exceeding 8 inches in loose thickness, compacted to a minimum of 90 percent of maximum dry density.
 - Cut and fill slopes shall not be steeper than 2:1, measured horizontally to vertically;
 - d. Retaining walls facing areas where intrusion of moisture would be undesirable shall be thoroughly waterproofed in accordance with the specifications of the architect/engineer. Retaining walls shall be backfilled with native soil or clean imported granular material; and
 - e. To reduce shrinkage cracks in concrete, the concrete aggregates shall be of appropriate size and proportion, the water/cement ratio shall be low, the concrete shall be properly placed and finished, contraction joints shall be installed, and the concrete shall be properly cured. ACI 302.1R-04 and ACI

302.2R-04 are suggested as resources for the architect/engineer. **(Satisfies Mitigation 3.4.3) (PVUSD)

117. **Soil Shrink-Swell Potential.** The applicant shall implement the following measures to ensure the project would not result in building instability from the potential for soils to expand and contract in response to soil moisture:

- a. Prior to construction, a minimum of 18 inches of non-expansive material shall be placed at proposed concrete slab and exterior flatwork areas. The non-expansive imported material shall be compacted to a minimum 90 percent of maximum dry density;
- b. Prior to transportation and placement on the project site, proposed non-expansive material shall be evaluated by the geotechnical engineer. Non-expansive material is defined as being coarse grained (ASTM D 2487-11 with a plasticity index (ASTM D 4318-10) of 10 or less. The concrete slab and flatwork areas shall be periodically moistened prior to placement of the non-expansive soils to maintain the soil moisture content above optimum; and
- c. During grading, clay soils at the site shall undergo processing and other stabilizing measures. Methods to correct instability include aeration to dry the soils, lime treatment, and the use of gravel or geotextiles. **(Satisfies Mitigation 3.4.4) (PVUSD)

118. **Accidental Contamination.** The applicant shall implement the following measures to ensure the project would not create a significant hazard to the public or to the environment through reasonably foreseeable upset and accidental conditions involving the release of hazardous materials into the environment:

- a. Prior to construction at the project site, a Phase I Environmental Site Assessment (ESA) shall be completed to analyze the potential for acute hazards or hazardous materials in the project area and to determine whether campus users would be at risk from those hazards.
- b. If hazardous materials are encountered during construction or accidentally released as a result of construction activities, the following procedures shall be implemented:
 - The contractor shall stop all work within 25 feet of any discovered contamination or release;
 - A certified hazardous materials manager shall determine the scope and immediacy of the problem and recommend remediation measures;
 - The certified hazardous materials manager and the contractor shall coordinate with the responsible agencies (for instance, the California Department of Toxic Substances Control, the US Environmental Protection Agency, and/or the Central Coast Regional Water Quality Control Board) within 10 days of the determination;
 - The contractor shall commence the necessary investigation and remediation activities to resolve the situation before continuing construction work; and

- Work shall resume once the necessary cleanup has taken place.
 **(Satisfies Mitigation 3.5.1) (PVUSD)

119. **Special Events Maximum Intensity.** The applicant shall not hold events that would concentrate more than 1,200 people per acre, in accordance with Caltrans *California Airport Land Use Planning Handbook* (2011) for airport safety zone 6, except for up to 14 annual Special Events utilizing up to full bleacher capacity and exceeding the 1,200-person maximum but not exceeding the maximum bleacher capacity of 2,200 to allow PVHS students to participate in school-wide events, rather than applying the “most stringent” Handbook standard, conditions and criteria, otherwise mandated, under the 2014 Superior Court Decision.
 **(Satisfies Mitigation 3.5.3) (PVUSD)

120. **Noise Generation.** The applicant shall implement the following measures to ensure project construction would not generate noise that would impact sensitive receptors:

- Prior to construction, the contractor shall submit a list of equipment and activities required during construction to PVUSD in order to ensure proper planning of the most intense construction activities during time periods that would least impact campus operation;
- All construction equipment shall be in proper operating condition and fitted with the best available factory noise attenuation features;
- During construction, sound blankets (fabric or foam) on fences or building exteriors shall be used when required as determined by the construction relations officer (see mitigation measure MM 3.7.1d). PVUSD shall implement this mitigation when sustained interior noise level for classrooms equivalent to 50 dBA is not maintained;
- PVUSD shall appoint a construction relations officer to act as a public liaison concerning on-site construction activity. If complaints regarding exterior noise are received by the construction relations officer from persons either on campus or at adjacent uses, PVUSD shall confirm all mitigation measures and noise maximums in the construction contract(s). If complaints regarding interior noise levels are received by the construction relations officer, additional intermittent noise monitoring shall take place on-site to ensure that a sustained noise level equivalent to 50 dBA is maintained within operating classrooms and residences. If a sustained interior noise level equivalent to 50 dBA is not maintained, construction activities must be altered, rescheduled, or reduced to ensure that this noise level is attained;
- PVUSD shall reschedule classroom use to move active classes away from high noise construction activities, as necessary; and
- High noise construction activities shall be separated from one another.
 **(Satisfies Mitigation 3.7.1) (PVUSD)

121. **Traffic Management Plan.** The applicant shall prepare a traffic management plan to manage traffic on game days. Components shall include directional guide signs to on-campus parking areas, no parking signs along Harkins Slough Road, people directing attendees to the parking areas, and traffic control at the school driveway. These signs may also be beneficial during the initial home games of a season in order to remind attendees of these rules and procedures. While a traffic management plan may not fully alleviate the traffic congestion before or after games, it can reduce its severity to a much more manageable level. The applicant shall submit the Traffic Management Plan to the City Engineer for review and approval prior to implementation. ****(Satisfies Mitigation 3.8.1)** (PVUSD, PW)
122. **Lift Station Pumping Capacity.** The applicant shall improve the margin of safety and redundancy of sanitary sewer lift station for overflow control to the satisfaction of the Public Works Director. Recommended improvements include either improving the pumping capacity or adding redundancy to the system to compensate for additional flows generated by the project. (PVUSD, PW)
123. **Lift Station Operations, Maintenance and Reporting Plan.** The applicant shall submit an Operations, Maintenance and Reporting Plan for the sanitary sewer lift station to the City of Watsonville Public Works Department, Collection Division for review and approval. (PVUSD, PW)
124. **Stormwater Control Plan.** The applicant shall submit a Stormwater Control Plan to the City of Watsonville Public Works Department, Engineering Division for review and approval. The Plan shall be prepared in compliance with the City's stormwater post-construction standards. (PVUSD, PW)
125. **Stormwater Operations, Maintenance and Reporting Plan.** The applicant shall submit an Operations, Maintenance and Reporting Plan for the stormwater control facilities to the City of Watsonville Public Works Department, Engineering Division for review and approval. (PVUSD, PW)

Conditions of Approval for the PVHS Auditorium Project:

126. The applicant shall adhere to the following conditions stipulated in the letter sent to City Manager Matt Huffaker and Planning Director (sic) Justin Meek from Caltrans Deputy Attorney Raiyn Bain (dated January 9, 2019):
1. The Auditorium Project shall be located on the "Existing Footprint" Area of the School Site found suitable by the Division (of Aeronautics) in 2000, and must be developed and operated as mitigated, conditioned, and described in the Mitigated Negative Declaration ("MND") adopted by PVUSD on September 14, 2016, and be consistent with the Settlement Agreement.
 2. In addition to the forgoing, PVUSD shall abide by the current development restrictions on the lands surrounding the existing footprint as required by the existing 2001 CDP, including, but not limited to, the ESHA and agricultural buffer areas surrounding the School Site. Furthermore, as a Responsible Agency under CEQA, the City shall recognize such mitigation measures and

include it as a Condition of Approval in any Approval Document for the amendment of the 2001 CDP enabling the development and operation of the Auditorium Project.

127. The applicant shall implement the following mitigation measure related to air quality:

MM AQ-1 The MBUAPCD shall require by contract specifications that the contractor utilize diesel particulate filters on any and all rubber-tired dozers, rollers, and/or graders in operation at the project site during grading activities. *** (Satisfies Mitigation AQ-1) (PVUSD)

MM AQ-2 The MBUAPCD shall require by contract specifications that all construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 5 minutes. *** (Satisfies Mitigation AQ-2) (PVUSD)

MM AQ-3 The MBUAPCD shall provide signs within loading areas clearly visible to truck drivers. These signs shall state that trucks cannot idle in excess of 5 minutes per trip. *** (Satisfies Mitigation AQ-3) (PVUSD)

MM AQ-4 All equipment shall be properly tuned and maintained in accordance with manufacturers' specifications. *** (Satisfies Mitigation AQ-4) (PVUSD)

MM AQ-5 Electrically powered construction activity shall utilize electricity from power poles rather than temporary diesel power generators and/or gasoline power generators (i.e., air compressors) where feasible. *** (Satisfies Mitigation AQ-5) (PVUSD)

128. The applicant shall implement the following mitigation measure related to airport traffic hazards:

MM HAZ-1 The District shall notify the Watsonville Municipal Airport (WVI) when events are planned that would reach the capacity of the proposed PVHS auditorium. The notification shall include the date and time of the event, as well as the expected venue capacity. Notification shall not be necessary for routine events like school assemblies or when auditorium capacity shall not be reached. *** (Satisfies Mitigation HAZ-1) (PVUSD)

MM HAZ-2 To comply with California Airport Land Use Planning Handbook guidelines of 1,200 people maximum per acre, the District shall not hold events that would concentrate more than the allowable densities per single acre. *** (Satisfies Mitigation HAZ-2) (PVUSD)

129. The applicant shall implement the following mitigation measure related to noise:

- MM NOI-1** Prior to construction, the contractor shall submit a list of equipment and activities required during construction to the Pajaro Valley Unified School District in order to ensure proper planning of the most intense construction activities during time periods that would least impact campus operation. *** (Satisfies Mitigation NOI-1) (PVUSD)
- MM NOI-2** All construction equipment shall be in proper operating condition and fitted with the best available factory noise attenuation features. *** (Satisfies Mitigation NOI-2) (PVUSD)
- MM NOI-3** During construction, sound blankets shall be used on construction equipment where technically feasible and as warranted by equipment noise. *** (Satisfies Mitigation NOI-3) (PVUSD)
- MM NOI-4** A construction relations officer shall be appointed by the PVUSD to act as a public liaison concerning on-site construction activity. If complaints regarding exterior noise are received by the construction relations officer from persons either on campus or at adjacent uses, the District shall enforce all mitigation measures and noise maximums that will be included in the construction contract(s). If complaints regarding interior classroom noise levels are received by the construction relations officer, additional intermittent noise monitoring will take place on-site to ensure that a sustained noise level equivalent to 50 dBA is maintained within operating classrooms. If a sustained interior noise level equivalent to 50 dBA is not maintained, construction activities must be altered, rescheduled, or reduced to ensure that this noise level is attained. *** (Satisfies Mitigation NOI-4) (PVUSD)
- MM NOI-5** Sound blankets (fabric or foam) on fences or building exteriors will be used when required as determined by the construction relations officer. The District shall implement MM NOI-5 if a sustained interior noise level for classrooms equivalent to 50 dBA is not maintained. *** (Satisfies Mitigation NOI-5) (PVUSD)
- MM NOI-6** Classroom use rescheduling to move active classes away from high noise construction activities will take place, as necessary. *** (Satisfies Mitigation NOI-6) (PVUSD)
- MM NOI-7** High noise construction activities will be staggered from one another. *** (Satisfies Mitigation NOI-7) (PVUSD)
- MM NOI-8** Active noise-cancelling systems will be used, when required. *** (Satisfies Mitigation NOI-8) (PVUSD)
- MM NOI-9** The District shall incorporate the original Noise Study recommendations regarding noise insulations materials and construction techniques, and supplement it with additional measures if deemed necessary. The District shall measure interior noise levels post construction to ensure CNEL 45dB level and shall implement

supplemental measures if adequate noise levels are not met.
*** (Satisfies Mitigation NOI-9) (PVUSD)

Indemnity Condition:

130. **Indemnity Provision.** The applicant shall defend, indemnify, and hold harmless the City of Watsonville, its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Watsonville, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Watsonville concerning CDP No. 00-28, including but not limited to any approval or condition of approval of the City Council. The PVUSD Board of Trustees shall approve by resolution an indemnity agreement within 90 days of approval of this permit in a form to the satisfaction of the City Attorney. The City shall promptly notify the applicant of any claim, action, or proceeding concerning this permit and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (CA)

Key to Department Responsibility

CDD-B	–	Community Development Department (Building)
CDD-P	–	Community Development Department (Planning)
CDD-E	–	Community Development Department (Engineering)
PW	–	Public Works Department
WFD	–	Watsonville Fire Department
WPD	–	Watsonville Police Department
PK	–	Parks and Recreation Department
PVUSD	–	Pájaro Valley Unified School District
DSA	–	Division of the State Architect
DTSC	–	State Department of Toxic Substances Control
SCC	–	Santa Cruz County
CALTRANS	–	California Department of Transportation
CDFW	–	California Department of Fish and Wildlife
CA	–	City Attorney

Notes:

- * Mitigation Measure from the Final Supplemental EIR for the original high school project (2001)
- ** Mitigation Measure from the Final Subsequent EIR for the PVHS Athletic Field Project (2017)
- *** Mitigation Measure from the Initial Study/Mitigated Negative Declaration for the PVHS Auditorium Project (2016)

City of Watsonville
Public Works and Utilities Department



M E M O R A N D U M

DATE: June 5, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director of Public Works & Utilities
Michelle Templeton, Asst. Public Works & Utilities Director

SUBJECT: City of Watsonville Proposed Plastic Reduction Ordinances

AGENDA ITEM: June 25, 2019 City Council

RECOMMENDATION:

It is recommended that City Council:

1. Repeal and replace the existing "Environmentally Acceptable Packaging and Products Ordinance" (Chapter 6) of Title 6 "Sanitation and Health" of the Watsonville Municipal Code with the proposed "Single Use Food Ware, Environmentally Acceptable Products, and Litter Reduction Ordinance"
2. Adopt the proposed new "Hospitality Plastic Pollution Reduction Ordinance" by adding Chapter 9 to Title 6 "Sanitation and Health" of the Watsonville Municipal Code.

PROGRAM BACKGROUND:

The City has had a food ware ordinance since the Council adopted Ordinance 1245-09 (CM), which became effective April 14, 2009. Five years later the Council amended the 2009 ordinance when it adopted [Ordinance 1300-14 \(CM\)](#) on February 11, 2014.

The Council adopted these two ordinances to prohibit the use and sale of expanded plastic foam (sometimes known as Styrofoam) due to the growing awareness of impacts on natural resources and the changes in the recycling industry in relation to the declining ability to accept Styrofoam and other plastic foam products.

In 2019, we are confronted again with new challenges in the recycling industry. There are new widespread concerns about the impact of single-use plastics on human and environmental health. Plastics litter our City parks and public places, streets, storm drains, the Watsonville wetlands and the Monterey Bay National Marine Sanctuary. This plastic litter has a financial cost to City residents through cleanup and street sweeping efforts, poses environmental and water quality issues, threatens the health of humans and wildlife, and as research shows - littered areas perpetuate littering behavior.

For this reason, staff proposes these two ordinances, addressing single-use plastics, as the next step in protecting the health, safety, and welfare of our environment and all

who live, work and do business in the City. They would also support meeting current and upcoming goals and mandates.

DISCUSSION:

State recycling laws, practices of the solid waste recovery industry, the economics of solid waste recovery and the needs of other nations have changed greatly since 2014. Soon goals and mandates for climate change and stormwater pollution prevention will require further adaptation to waste reduction and litter efforts. Some of these changes are:

- [China's National Sword Policy](#), Announced in 2017 and effective January 1, 2018, China banned importation of most recycled materials. As much as one third of plastics recycled in the US were previously sent to China for processing. This new policy left the US with 1.4 million tons of plastic each year with no alternative buyers of those materials; this amount is expected to increase.
- **New California State Organics (Food Scraps) Recycling Mandate** requires food waste collection and limits food scrap contamination by plastics and other garbage.
 - [AB 1826](#) (California Public Resources Code §§ 42649.8 et seq, effective 1/1/2015) mandates that cities require businesses to recycle Organics
 - [AB 1826](#) mandates that Cities require residents to recycle Organics – 2022
- **State considering law on the hospitality industry** to prohibit a lodging establishment from providing small plastic bottle containing shampoo, hair conditioner, or bath soap to guests and makes the lodging establishment civilly liable upon violation limit single-use plastic personal care bottles (AB1162). [Bill analyses here](#). A city that, before January 1, 2020, passed an ordinance relating to personal care products in plastic bottles provided at lodging establishments may enforce that ordinance if it is at least as stringent as, and not in conflict. Otherwise State law pre-empts local ordinances.
- **State Trash Provision** – The State is developing new laws related to litter and stormwater pollution.
- **The [City of Watsonville's 2015 Climate Action Plan](#)** sets a goal of 80% of all municipally-generated waste to be diverted by 2020.

Both proposed ordinances are aimed at reducing waste and plastic pollution while preparing our community for the current and pending changes in this industry. Staff has worked with other local jurisdictions to align these ordinances with regional and State trends and mandates.

Like similar ordinances in the past, staff is committed to working with the business community to make the proposed transition smooth and reasonable through a lengthy and phased implementation period that takes an educational enforcement approach. The overarching goal is to support businesses in meeting waste, pollution, and litter reduction targets.

Amended Single Use Food Service Ware Ordinance (WMC 6-6)

In summary, the Amended Single Use Food Service Ware Ordinance:

- Prohibits providing plastic or foam food ware within City limits, in City facilities or in performing City contracts. §5-6.101.
- Prohibits sale of plastic or foam food ware within City limits § 6-6.102.
- Requires charging ten cents for single use disposable cups § 6-6.103.
- Requires compostable food ware § 6-6.105.
- Requires separate disposable food ware waste receptacles § 6-6.106

Plastic is still heavily used in food service establishments for both to-go and dine-in services and is a major contributor to litter in our streets and environment. State law ([AB 1884, effective 1/1/2019](#)) prohibits distribution of plastic straws for dine-in but still allows plastic straws in to-go food service.

Single-use plastic products are becoming highly problematic in the waste stream and environment. According to the EPA, plastics make up more than 12 percent of the average municipal solid waste stream, a dramatic increase from 1960, when plastics were less than one percent of the average municipal waste stream. Only about 8 percent of plastic used in the US is recycled. Most plastics are “downcycled”, or recycled into lower-grade, single-use products that can no longer be recycled. Many jurisdictions have begun landfilling plastic due to the difficulty of recycling it.

Over time, plastic fragments become micro-plastics that release toxins into our water and soil and enter our food systems. Studies by the US Centers for Disease Control and Prevention, the National Institutes of Health and the National Institute of Environmental Health have found numerous health risks from routine use of plastics. People are exposed to chemicals from plastic multiple times per day through the air, dust, water, food and use of consumer products.

Biodegradable and compostable food service ware is the most responsible and sustainable choice for the community and environment. Biodegradable products such as cups, plates, clamshell containers, and cutlery are now made from sources such as paper, sugarcane stalk, corn by-products, and potato starch. As these products degrade; they pose less risk to human and wildlife health. Additionally, compostable food service ware has become increasingly available locally with the growing demand for replacing plastics with compostable products.

The proposed implementation dates for the Amended Single Use Food Service Ware Ordinance are:

- Straw ban - January 1, 2020
- Food service ware required to be compostable - January 1, 2021
- Mandatory ten cent charge for Disposable Cups - January 1, 2021
- Required separate Disposable Food Service Ware Waste Receptacles - January 1, 2021

New Hospitality Industry Plastic Reduction Ordinance (WMC 6-9)

Single-use plastics in the hospitality industry are an area where targeted efforts can easily reduce waste and pollution. This proposed new ordinance would prohibit small, single-use bottles for personal care products and replace them with large bottles, dispensers, or other alternatives for hotel or motel rooms, vacation rentals, or other visitor accommodations within the City.

This new ordinance is consistent with Santa Cruz County [Ordinance 5287, \(Santa Cruz County Code Ch 5.49\)](#), adopted December 4, 2018, effective December 31, 2020. The Santa Cruz County ordinance is believed to be the first of its kind in the United States.

The proposed effective date for the Hospitality Industry Plastic Reduction Ordinance is January 1, 2020

STRATEGIC PLAN:

The proposed ordinances are consistent with the City Council's strategic plan in Focus Area 3, Infrastructure and Environment. Additionally, the proposed ordinances help promote a sustainable community and align with goals outlined in the Climate Action Plan, the Stormwater Program, and support the Watsonville Green Business Program.

FINANCIAL IMPACT:

Adopting these ordinances will not have a financial impact on the City.

ATTACHMENTS:

None.

cc: City Attorney

ORDINANCE NO. Introduction (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE REPEALING CHAPTER 6 (ENVIRONMENTALLY ACCEPTABLE PACKAGING AND PRODUCTS) IN ITS ENTIRETY AND ADDING A NEW CHAPTER 6 (SINGLE-USE FOOD SERVICE WARE STANDARDS, ENVIRONMENTALLY ACCEPTABLE PRODUCTS, AND LITTER REDUCTION) OF TITLE 6 (SANITATION AND HEALTH) OF THE WATSONVILLE MUNICIPAL CODE TO PROMOTE A SUSTAINABLE COMMUNITY AND ALIGN WITH GOALS OUTLINED IN THE CITY OF WATSONVILLE CLIMATE ACTION PLAN, THE STATE STORMWATER PROGRAM, AND SUPPORT THE WATSONVILLE GREEN BUSINESS PROGRAM

Repeals Ordinance Number 1300-14 (CM)

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WHEREAS,

The City has a duty to protect its natural environment, its economy, and the health of its citizens; and

It is in the interest of the health, safety, and welfare of all who live, work and do business in the City that the amount of litter in public streets, parks and other public places be reduced; and

As litter, plastics and plastic foam are highly persistent, there is a prevalence of plastics and plastic foam packaging littering City parks and public places, streets and roads, storm drains, wetlands and the Bay; and

Litter creates a financial cost to City residents and an environmental cost through water quality issues, and health impacts to humans and wildlife; and

Over time, plastic fragments become microplastics that both release toxins into our water and soil and enter into our food systems; and

Studies by the US Centers for Disease Control and Prevention, the National Institutes of Health and the National Institute of Environmental Health have found numerous health risks from routine use of plastics; and

People are exposed to chemicals from plastic multiple times per day through the air, dust, water, food and use of consumer products; and

Chemicals present in plastics which leach out into the environment have been shown to affect reproduction and development in animals and studies show direct links between exposure and adverse health outcomes; and

The US Environmental Protection Agency's (EPA) Toxics Release Inventory found that significant releases of toxic chemicals from plastics into the environment include trichloroethane, acetone, methylene chloride, methyl ethyl ketone, styrene, toluene and benzene; and

According to the EPA, plastics make up more than 12 percent of the municipal solid waste stream, a dramatic increase from 1960, when plastics were less than one

percent of the waste stream; and

Only about 8 percent of plastic used in the US is recycled, and

The plastics industry rarely uses recycled plastics in the vast majority of their products; and

Most plastics which are recycled are “downcycled” into lower-grade, single-use products which can no longer be recycled; and

As much as one third of plastics recycled in the US were previously sent to China for processing and the ban on most recycled commodities by China has left the US with 1.4 million tons of plastic each year that is struggling to find an outlet and the amount is expected to increase; and

Many jurisdictions have begun landfilling plastic due to the difficulty of recycling it; and

Discarded plastic products constitute a significant portion of the City’s waste stream; and

Laws, policies, and regulations pertaining to plastic and plastic foam products are a vital component in the City’s efforts to reduce the amount of disposed waste; and

Products that are compostable are the most responsible and sustainable choice for the City’s residents and the environment; and

Compostable food service ware such as cups, plates, clamshell containers, and cutlery are now made from sources such as paper, sugarcane stalk, corn by-products, and potato starch and as these products degrade, they pose less of a danger to the environment and are not a permanent blight on the landscape and have become increasingly available locally; and

Plastic foam products made from expanded plastic foam (commonly called

Styrofoam) are not biodegradable, compostable, returnable, or locally recyclable and alternatives are locally available for plastic foam coolers, food service ware, and packaging materials including peanuts; and

Plastic and plastic foam litter ultimately floats, or is blown, into the local creeks, wetlands, the Pajaro River and the Bay; and

The City is home to rare and unique freshwater wetlands that are directly impacted by stormwater run-off from City streets and these wetlands are home to over two hundred species of resident and migratory birds, mammals, fish and native plants; and

The City is also located adjacent to the Monterey Bay National Marine Sanctuary federal reserve which supports one of the most diverse and delicate ecosystems in the world; and

This sanctuary provides habitat for at least thirty-three mammals, ninety-four species of seabirds, three hundred forty-five species of fish, and contains the largest kelp forest in the nation and plastics in waterways and oceans break down into smaller pieces that are not biodegradable and are present in most of the world's oceans; and

Prohibiting the use of plastic and plastic foam food service ware products, and replacing them with compostable products will protect the Wetlands of Watsonville, Monterey Bay National Marine Sanctuary, City residents and visitors, and will support the City's goals and mandates for reducing waste and litter for a cleaner environment for generations to come; and

This chapter is consistent with the City's Climate Action Plan and the State's CalRecycle recycling and waste disposal regulations.

**THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:**

Ord No. ____ (CM)

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SECTION 1. ENACTMENT.

Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by repealing Chapter 6 (Environmentally Acceptable Packaging and Products) in its entirety and adding a new Chapter 6 entitled Single-Use Food Service Ware Standards, Environmentally Acceptable Products, and Litter Reduction to read in words and figures as follows:

CHAPTER 6 SINGLE-USE FOOD SERVICE WARE STANDARDS, ENVIRONMENTALLY ACCEPTABLE PRODUCTS, AND LITTER REDUCTION

Sec. 6-6.100 Definitions.

For the purposes of this chapter, certain words and phrases used are defined as follows:

(a) “ASTM standard” shall mean meeting the standards of the American Society for Testing and Materials (ASTM) International Standards D6400 or D6868 for biodegradable and compostable materials, as those standards may be amended.

(b) “Biodegradable” shall mean the ability of organic matter to break down from a complex to a more simple form through the action of bacteria. Biodegradable and compostable may be used interchangeably for the purpose of this ordinance.

(c) “City contractor” shall mean any person or entity that has a contract with the City for work or improvement to be performed, for a franchise, concession, goods and services, or supplies to be purchased at the expense of the City.

(d) “Compostable” shall mean all the materials in the product or package will break down, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner. Compostable products must meet ASTM standards for compostability or any variation of acceptable compostable materials as

defined by the City's Organics (food scraps) processing contract for disposal. Any bio-plastic or plastic-like product must be clearly labeled to allow proper identification such that the collector and processor can easily distinguish the ASTM standard compostable plastic from non-ASTM standard compostable plastic.

(f) "Dine-In Services" means Prepared Food provided to a customer for consumption on the provider's premises.

(e) "Dine-Out Services" shall mean Prepared Food provided to a customer for consumption not on the provider's premises and is interchangeable with "To-go" and "Take-out".

(f) "Director" shall mean the Director of Public Works and Utilities or their designee.

(g) "Disposable" shall mean designed or intended for a single use or a *few* uses, or not intended for reuse, in contrast with Reusable products.

(h) "Food provider" shall mean any vendor, business, organization, entity, group or individual, including retail food establishments, located in the City that offers food or beverage to the public.

(i) "Food Scraps", also referred to as Organics, shall mean food waste including solid, semisolid, and liquid food, such as fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food- soiled paper.

(j) "Food Service Ware" is interchangeable with "to go" packaging and "food packaging material" and includes: all food containers, clamshells, bowls, plates, trays,

cartons, cups, lids, straws, stirrers, forks, spoons, knives, napkins and other items designed for one (1) time use for prepared foods, including, without limitation, service ware for eat-in and take-out foods and/or leftovers from partially consumed meals prepared by food providers.

(k) “Plastic” shall mean any synthetic material made from organic polymers such as polyethylene, PVC, nylon, etc. that can be molded into shape while soft and then set into a rigid or slightly elastic form.

(l) “Plastic foam” shall mean blown, expanded, oriented, or extruded polystyrene (sometimes called Styrofoam™ or other plastic foams which are processed by any number of techniques including, but not limited to, fusion of monomer spheres (expanded bead plastic), injection molding, foam molding, and extrusion-blown molding (extruded foam plastic). Polystyrene and other plastic foam is generally used to make cups, bowls, plates, trays, clamshell containers, coolers, ice chests, shipping boxes, packing peanuts and beach and pool toys. The term “polystyrene” includes clear or solid polystyrene which is known as “oriented polystyrene.”

(m) “Plastic foam products” shall mean any items made of plastic foam such as coolers, ice chests, cups, bowls, plates, clamshells, shipping boxes, containers, packaging peanuts, pool or beach toys or any other product containing polystyrene or other plastic foam that is not wholly encapsulated or encased by a more durable material.

(n) “Prepared food” shall mean food or beverages prepared by retail food establishments, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared within the City. Prepared food does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail establishment.

(o) “Recyclable” refers to any material that is accepted by the City recycling program and is subject to the changes in the recycling industry based on what materials are accepted as recycling under the current standards.

(p) “Retail food establishment” shall mean all sales outlets, stores, shops, vehicles or other places of business located within the City which operate primarily to sell or convey foods or beverages directly to the ultimate consumer, which foods or beverages are predominantly contained, wrapped or held in or on packaging. Retail food establishment shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant, drive-in, coffee shop, cafeteria, short-order cafe, delicatessen, luncheonette, grill, sandwich shop, soda fountain, hotel, motel, movie house, theatre, bed and breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, take-out, prepared food place, industrial feeding establishment, catering kitchen, mobile food preparation unit, commissary, special event, grocery store, public food market, produce stand, food stand, or similar place in which food or drink is prepared for sale, or for service, on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served or provided for the public and any organization, group or individual which provides food as part of its service

(q) “Reusable” shall mean designed or intended for more than a single use or a few uses, and intended for reuse, in contrast to Disposable.

(r) “Single-use” shall mean designed or intended for a single use or few uses, or not intended for reuse. “Single-use” may be used interchangeably with “Disposable”.

(s) “Special events promoter” shall mean an applicant for any special events permit issued by the City or any City employee(s) responsible for any City-organized special event.

(t) “Straw” shall mean a tube through which beverages, slurries, smoothies, and similar ingestible products may be ingested by the consumer.

Sec. 6-6.101 Plastic and plastic foam food service ware products prohibited.

(a) Food providers within the City shall not provide prepared food in or on any product that contains plastic or plastic foam.

(b) Products that contain plastic or plastic foam are prohibited from use in all City facilities.

(c) City contractors, vendors or promoters in the performance of City contracts and special events shall not provide prepared food in products that contain plastic or plastic foam.

Sec. 6-6.102 Prohibited sales of plastic foam products.

No person in the City shall sell, rent or otherwise provide any plastic foam product which is not wholly encapsulated or encased within a more durable material, except as exempted herein. This specifically includes, but is not limited to, cups, plates, bowls, clamshells and other products primarily for food service use, as well as coolers, containers, ice chests, shipping boxes, pool or beach toys, packing peanuts or other packaging materials.

Sec. 6-6.103 Mandatory single-use cup charge.

(a) Any person who sells or provides hot or cold beverages in a single-use (compostable required) cup shall charge an additional ten cents for each cup. Sellers may not waive or absorb such charges.

(b) Charges for single-use cups shall be identified separately on any post-sale receipt provided and, pre-sale, shall be clearly identified for the customer on media such as menus, ordering platforms and/or menu boards. Customers placing orders by telephone shall be informed verbally of single-use cup charges. All cup charges remain with the seller.

(c) All customers demonstrating, at the point of sale, a payment card or voucher issued by the California Special Supplemental Food Program for Women, Infants, and Children (WIC) pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the California Health and Safety Code, as amended, or an electronic benefit transfer card (EBT) issued pursuant to Section 10072 of the California Welfare and Institutions Code, shall be exempt from the single-use cup charge.

(d) Businesses may not charge for use of a reusable cup provided by the customer.

(e) The City shall make determination of “Single-Use” or “Reusable” as needed. Such determinations will be final.

(f) This mandatory single use cup charge shall take effect January 1, 2020.

Sec. 6-6.104 Reusable customer cups.

(a) Except as allowed by [Health and Safety Code Section 114353](#) in Chapter 11, of Part 7 of Division 104 [“Temporary Food Facilities”] of the California, customers shall provide their own Reusable Cups for beverage service in accordance with subdivision (e) of [California State Health Code 114075](#) as amended.

(b) Food Providers may refuse, at their sole discretion, any customer-provided Reusable Cup that is cracked, chipped or corroded, appears inappropriate in

size, material, or condition for the intended beverage, or that appears to be excessively soiled or unsanitary, and instead require use of a Reusable Cup for a beverage consumed on the premises, or a Disposable Cup that conforms to the compostable disposable cup standards in section 6-6.106, Required Biodegradable or Compostable Food Service Ware, for a beverage to be consumed off the premises, with any charge required pursuant to section 6-6.104, Mandatory Charges for Disposable Cups.

Sec. 6-6.105 Required compostable food service ware.

(a) All Food Providers, City Contractors, and Special Event Promoters within the City are prohibited from using or distributing Disposable Food Service Ware that is not Compostable (as defined by the certified compostable product ASTM standards or any variation of acceptable compostable materials as defined by the City's food scrap (Organics) collection contract for disposal). This subdivision shall take effect January 1, 2021.

(b) No Food Providers, City Contractors, and Special Event Promoters within the City may provide or distribute plastic straws, except when a consumer, self-identifying as a person with a disability making the use of a plastic straw necessary, specifically requests a plastic straw, whereupon the person shall provide a plastic straw to the consumer. Straws (plastic, compostable, or otherwise) may not be wrapped in plastic. This subdivision shall take effect January 1, 2020.

(c) All City facilities shall use Compostable Food Service Ware.

Sec. 6-6.107 Required separate food service ware waste receptacles.

(a) All Food Providers, City Contractors, and Special Event Promoters within the City that allow self-bussing must provide three color-coded bins labeled for recyclables, compostables, and other waste to be landfilled. To the extent possible

given space constraints, all three receptacles should be placed together in the same location.

(b) The City shall identify materials accepted for each collection program on the City's website, and signage must be posted on and/or above each receptacle, indicating the materials to be deposited into such receptacle. Receptacles and signage shall be color coded as follows:

- (1) Blue for recyclables
- (2) Green for compostables
- (3) Black for items to be landfilled or otherwise wasted

(c) Prepared Food Vendors that share premises may share receptacles. This Section shall take effect January 1, 2021.

Sec. 6-6.108 Encouraged and voluntary use of reusable food service ware for dine-in and encouraged charge for to-go food service ware.

(a) All Food Providers are encouraged to use Reusable, rather than Disposable, Food Service Ware for Dine-in services.

(b) All Food Providers, City Contractors, and Special Event Promoters within the City may charge a ten-cent fee for "To-go" Food Service Ware and are encouraged to do so.

Sec. 6-6.109 Exemptions for Compostable Food Service Ware and plastic foam products.

(a) The Director may grant up to a one (1) year extension for the implementation of this chapter upon a food provider showing, in writing, that this Chapter imposes an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The Director shall put the decision to grant or deny a one (1) year exemption in writing, and the Director's decision shall be final.

(b) An extension application shall include all information necessary for the Director to make a decision, including but not limited to documentation showing factual support for the claimed exemption. The Director may require the applicant to provide additional information.

(c) The Director may approve the extension application in whole or in part, with or without conditions.

(d) Foods prepared or packaged outside the City and sold inside the City are exempt from the provisions of this Chapter. Purveyors of food prepared or packaged outside the City are encouraged to follow the provisions of this Chapter.

(e) Exemptions to allow for the sale or provision of plastic foam products may be granted by the Director, if the vendor can demonstrate in writing the public health and safety requirements of medical necessity of use of the product.

(f) Meat trays are exempt from the provisions of this chapter.

(g) Products made from plastic foam that is fully encapsulated or encased by a more durable material are exempt from this Chapter. Examples include surfboards, boats, life preservers, and craft supplies, which are fully encapsulated, and durable coolers not principally composed of plastic foam.

(h) Construction products made from plastic foam are exempt from this Chapter if used in compliance with building and stormwater regulations and used in a manner that prevents plastic foam from being released into the environment

(i) Plastic, single use straws are considered exempt only if a person self-identifying as a person with a disability making the use of a Plastic Straw necessary specifically requests a Plastic Straw, whereupon the Food Provider, City Contractor, or Special Event Vendor shall provide a Plastic Straw to the consumer. No straws provided shall be wrapped in plastic.

(j) In a situation deemed by the City Manager to be an emergency for the immediate preservation of public peace, health, and safety, the City and its vendors shall be exempt from the provisions of this Chapter.

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.

ORDINANCE NO. Introduction (CM)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE AMENDING TITLE 6 (SANITATION AND HEALTH) OF
THE WATSONVILLE MUNICIPAL CODE BY ADDING A NEW
CHAPTER 9 (HOSPITALITY PLASTIC POLLUTION REDUCTION) TO
PROMOTE A SUSTAINABLE COMMUNITY AND ALIGN WITH GOALS
OUTLINED IN THE CITY OF WATSONVILLE CLIMATE ACTION PLAN,
THE STATE STORMWATER PROGRAM, AND SUPPORT THE
WATSONVILLE GREEN BUSINESS PROGRAM**

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WHEREAS,

It is the intent of the City of Watsonville in enacting this chapter to reduce the use of single-use plastic products, while encouraging product design that minimizes negative impacts on human health and the environment at every stage of the product's life cycle; and

As litter, plastic is highly durable, persisting and detracting from the appearance of an area longer than other types of litter. There is a prevalence of plastic debris littering our parks and public places, streets and roads, waterways, storm drains and beaches. This litter ultimately floats, or is blown, into the Monterey Bay. This litter exists at a financial cost to residents and an environmental cost to our natural resources; and

Over time, plastic fragments become micro-plastics that release toxins into our water and soil and enter our food systems; and

Studies by the US Centers for Disease Control and Prevention, the National Institutes of Health and the National Institute of Environmental Health have found numerous health risks from routine use of plastics. People are exposed to chemicals from plastic multiple times per day through the air, dust, water, food and use of consumer products; and

Chemicals present in plastics which leach out into the environment have been shown to affect reproduction and development in animals. Studies show direct links between exposure and adverse health outcomes; and

The US Environmental Protection Agency's (EPA) Toxics Release Inventory found that significant releases of toxic chemicals from plastics into the environment include trichloroethane, acetone, methylene chloride, methyl ethyl ketone, styrene, toluene and benzene; and

According to the EPA, plastics make up more than 12 percent of the municipal solid waste stream, a dramatic increase from 1960, when plastics were less than one percent of the waste stream; and

Only about 8 percent of plastic used in the US is recycled; and

The plastics industry rarely uses recycled plastics in the vast majority of their products; and

Most plastics which are recycled are “downcycled” into lower-grade, single-use products which cannot be recycled in turn; and

As much as one third of plastics recycled in the US were previously sent to China for processing. The recent ban on most recycled commodities by China has left the US

with 1.4 million tons of plastic each year that is struggling to find an outlet. This amount is expected to increase; and

After decades of progress in recycling, the recycling rate in the State of California is going down for the first time; and

Many jurisdictions, including the City of Santa Cruz, have begun landfilling plastic due to the difficulty of recycling it; and

Billions of tiny bottles of shampoo, lotion and other products are thrown away every year by hotels and motels. Many chains, including Marriott and Hilton, have already begun switching to wall-mounted dispensers to reduce waste and be more sustainable; and

City of Watsonville has been a pioneer in the reduction of plastic pollution, being among the first to adopt bans on plastic bags, and Styrofoam; and

Despite these efforts, plastic debris continues to be a growing problem in the public spaces of the City, requiring further action to protect public health and the environment; and

The City of Watsonville has an obligation to protect the environment, the economy, and public health. The City of Watsonville has a waste reduction goal, which is to be reached by waste reduction, reuse, recycling, and composting.

**THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. ENACTMENT.

Title 6 (Sanitation and Health) of the Watsonville Municipal Code is hereby amended by adding a new Chapter 9 (Hospitality Plastic Pollution Reduction) to read in words and figures as follows:

CHAPTER 9 HOSPITALITY PLASTIC POLLUTION REDUCTION

Sec. 6-9.100 Definitions.

For the purposes of this chapter, certain words and phrases used are defined as follows:

- (a) “Plastic” refers to any synthetic material made from organic polymers such as polyethylene, PVC, nylon, etc., that can be molded into shape while soft and then set into a rigid or slightly elastic form. Includes all plastics #1-7, as well as any new variants.
- (b) “Personal care products” includes shampoo, conditioner, and other similar products intended for personal use by visitors.
- (c) “Single-use” shall mean designed or intended for a single use or few uses, or not intended for reuse. “Single-use” may be used interchangeably with “Disposable”.
- (d) “Small plastic bottles” refers to any plastic bottle containing less than 12 ounces.

Sec. 6-9.102 Ban on hospitality industry single-use personal care products.

- (a) Small plastic bottles of personal care products shall not be provided in hotel or motel rooms, vacation rentals, or other visitor accommodations in the City, except to persons specifically requesting accommodation of a disability or other special need.
- (b) Hospitality businesses serving visitors are required to use bulk dispensers of personal care products to reduce cost, waste, and impact on the environment.
- (c) This provision does not apply to hosted rentals in which the owner lives on the premises.

Sec. 6-9.103 Implementation.

- (a) This Ordinance shall take effect January 1, 2021.
- (b) No less than one year before this ordinance takes effect, the City shall post, mail or deliver a copy of it to affected businesses within the City limits.

Sec. 6-9.104 Exemptions.

- (a) The Director of Public Works may exempt a retail establishment from the requirements set forth in this Section for a one (1) year period upon the retail establishment showing, in writing, that this Chapter would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The decision to grant or deny an exemption shall be in writing, and the Director's decision shall be final.
- (b) An exemption application shall include all information necessary for the Director of Public Works to make a decision, including but not limited to documentation showing factual support for the claimed exemption.
- (c) The Director of Public Works may approve the exemption application in whole or in part, with or without conditions.

SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

**City of Watsonville
Finance Department**

M E M O R A N D U M



DATE: June 20, 2019

TO: Matthew D. Huffaker, City Manager

FROM: Cindy Czerwin, Administrative Services Director
Bill Hays, Administrative Services Manager

SUBJECT: Recommended Budget for 2019-20, Five Year Capital Improvement Plan and related resolutions

AGENDA ITEM: June 25, 2019 Joint City Council, Successor Agency, & Successor Housing Agency

RECOMMENDATION:

It is recommended that the Council and Successor Agency and Successor Housing Agency Boards of the City of Watsonville review the *Proposed* 2019-2020 Budget plan and take the following actions and any appropriate motions:

- a) Resolution adopting the FY 2019-2020 Budget plan, providing certain transfers of funds & approve the Five-Year Capital Improvement Program
- b) Final adoption of Ordinance Amending Chapter 3 (Administrative Departments) of Title 2 (Administration) of the Watsonville Municipal Code by Adding a New Article 14 Entitled Innovation and Technology Department Making Same a City Department Reporting Directly to the City Manager
- c) Resolution establishing the "Total Annual Appropriations" pursuant to State Constitution Article XIII-B for Fiscal Year FY 2019-20 (Proposition 4 GANN spending limit)
- d) Ordinance instructing Santa Cruz County to levy and collect property tax on taxable property within the City of Watsonville for fiscal year beginning July 1, 2019 to June 30, 2020 at the levy rate of 0.077% and allocating proceed to the Retirement Fund
- e) Resolution continuing the Voluntary Time-Off program for Fiscal Year 2019-20
- f) Resolution implementing a Retirement Incentive Program
- g) Resolution approving the current Salary Schedule
- h) Resolution awarding Social and Community Service grants for the next fiscal year
- i) Resolution adopting various rates and fees at the Airport
- j) Successor Housing Resolution authorizing the expenditure of low and moderate-income housing funds
- k) Successor Agency Resolution find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project outside the project area will be of benefit to the project area

DISCUSSION:

Budget Highlights

The Biennial Budget for Fiscal Years 2019-2021 for the City of Watsonville totals \$167 million and \$142 million as summarized below. The council shall act to approve Fiscal Year 2019-2020, while Fiscal Year 2020-2021 is presented for planning purposes.

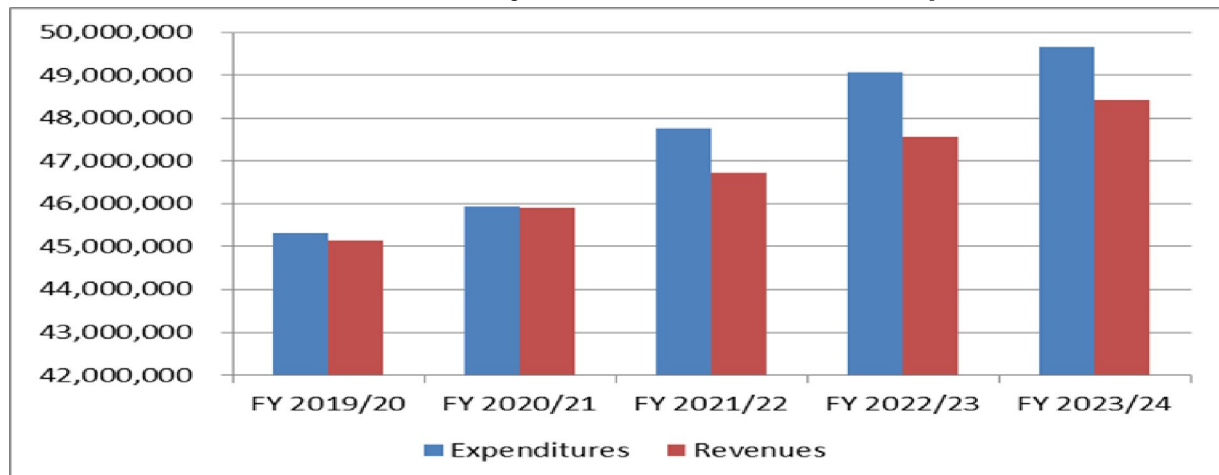
Budget Summary FY 2019/20 and FY 2020/21 (in thousands)

Fund Types	General Fund	Special Revenue Funds	Debt Service Fund	Enterprise Funds	Internal Service Funds	Private Trust Fund	Total for all Funds
FISCAL YEAR 2019/20							
Revenues and Other Financing Sources	45,156	27,776	967	65,770	10,319	2,482	152,470
Expenditures and Debt Service	45,247	32,278	967	75,581	10,580	2,482	167,135
Revenues and Other Financing Sources Over Expenditures - Surplus (Shortfall)	(91)	(4,501)	-	(9,811)	(262)	-	(14,666)
FISCAL YEAR 2020/21							
Revenues and Other Financing Sources	45,901	20,073	864	65,133	10,459	2,202	144,632
Expenditures and Debt Service	45,935	20,640	864	61,324	11,087	2,202	142,052
Revenues and Other Financing Sources Over Expenditures - Surplus (Shortfall)	(34)	(566)	(0)	3,809	(628)	-	2,580
Projected Fund/Cash Balances 7/1/019	9,546	20,412	29	33,988	2,611	-	66,586
Projected Fund/Cash Balances 6/30/21	9,421	15,344	28	27,986	1,721	-	54,500

General Fund

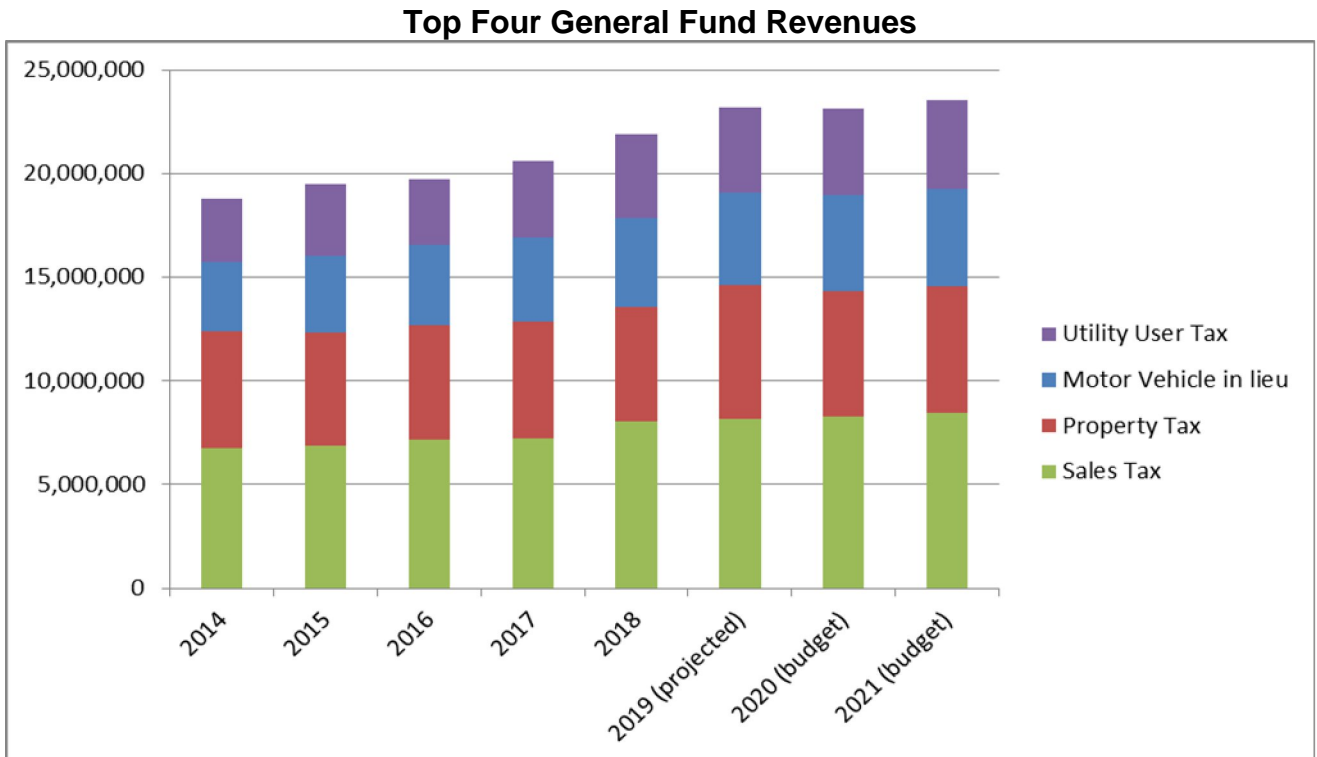
The proposed budget for Fiscal Year 2019-20 for the council's consideration today reflects the City of Watsonville's need, after several years of growth, to once again tightening its belt in order to achieve a balanced operating budget. As we look outward at the five-year horizon, this is the first of several years of slow and steady tightening, including continuing to take proactive steps to ensure operational efficiencies, as reflected in the five year projection.

Five Year Projection of Revenues and Expenditures



The City will need to continue to control growth due to the flattening of our major revenue sources and increasing personnel costs. Departments worked collaboratively to once again submit status quo budgets and absorb any increases within their existing operating budget. In addition, as will be described below, some operational changes and reductions were made across a few operational areas. The line item increases from the prior year reflect mandatory increases primarily in salaries, retirement benefits, and contractual obligations.

The City's top four General Fund revenue generators are Sales Tax, Property Taxes, Motor Vehicle in Lieu fees and Utility User Tax. We are projecting moderate increases for each of these in the upcoming Fiscal Years 19/20 and 20/21.

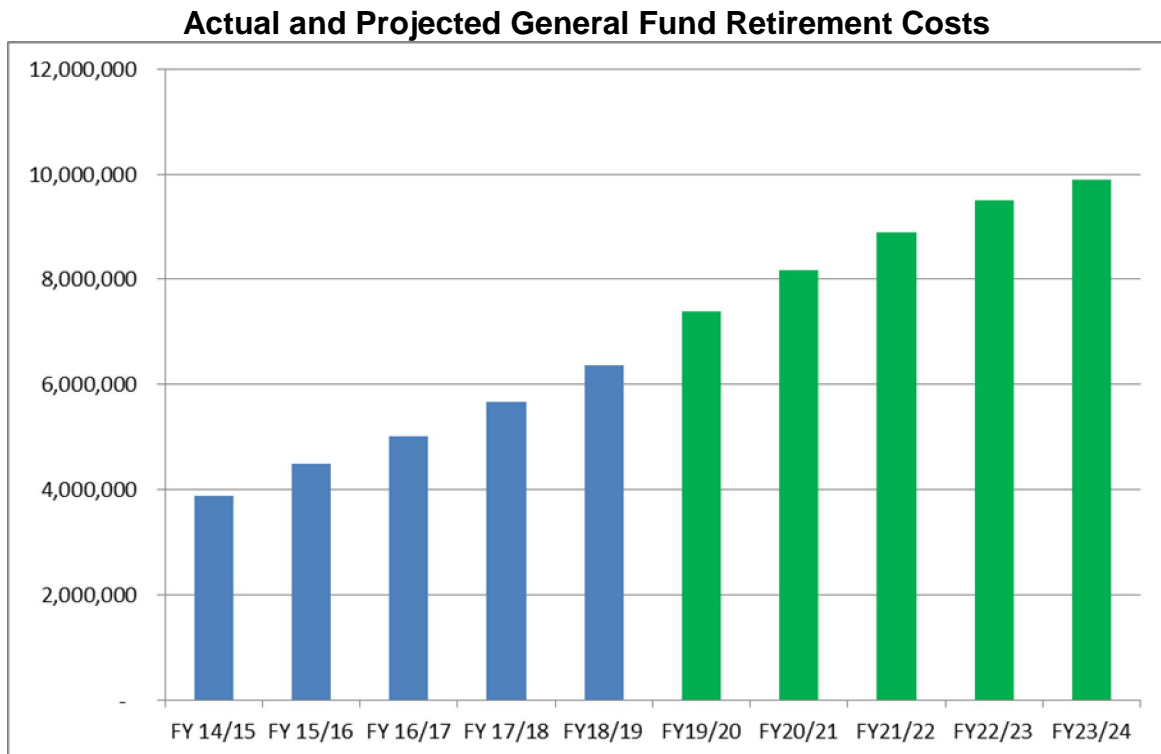


Sales tax growth in recent years has been driven by automobile sales. Statewide, this is an area that is leveling out. Sales tax also continues to be a shifting resource due to changing consumer patterns and increasing online sales. Staff is waiting to see what the impacts of the Supreme Court's Wayfair decision regarding online sales will be and how state of California will choose to implement the decision, although estimates of the impact are minimal.

In the years coming out of the recession, Watsonville's property tax growth has been shored up has by parcels recapturing market value under proposition 8. Proposition 8 allowed for property values which were negatively reassessed to be adjusted by market value, above the 2% allowed under Proposition 13, until they return to their original market value plus 2%. In 2012, 43.1% of all Watsonville properties fell into this category. As of 2018 only 7% still qualify, thus recapture increases are an ever smaller part of our property tax growth. Therefore our proposed budget increases reflect the 2% allowable under proposition 13 plus some expected turnover in properties. Property Tax in Lieu of VLF also grows in relation to the gross assessed valuation, so as property tax flattens, so does Property Tax in Lieu.

Utility User Tax increased substantially in Fiscal Years 2016-17 and FY 2017-18 as the voter approved changes to this tax was implemented. In November 2016, Watsonville voters passed Measure K which modernized which technologies were covered by this tax and as projected, Watsonville received a large increase in this revenue stream. As the new measures are now fully implemented, we can expect more normal rates of growth in this revenue stream.

The City continues to face pressure due to rising personnel costs including pension obligations and salary increases. Required pension contributions have been on the rise for years and are projected to continue to increase each year as CalPERS investment losses are rolled into our obligation and as the CalPERS changes to discount rates are implemented. We are expecting increases in the general fund alone to cost over \$10 million over the next 5 years.

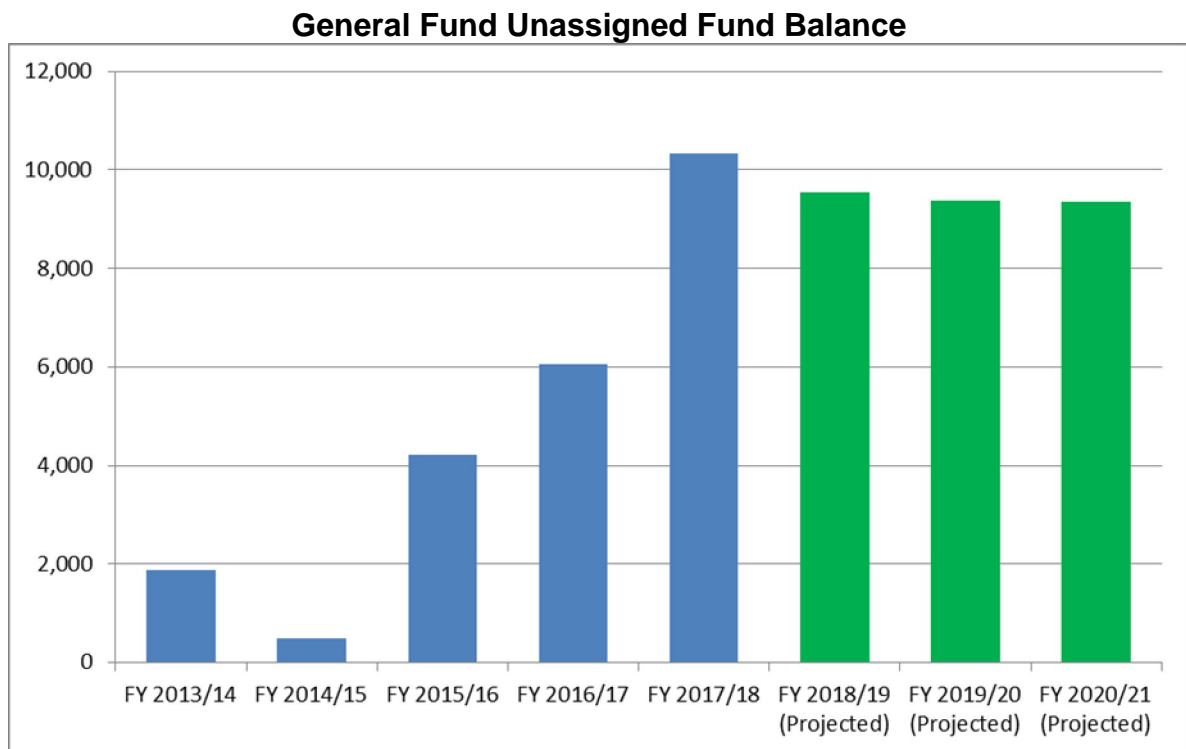


The City is also currently in bargaining with its Police, Police Mid-Management, Management, Mid-Management, Confidential and Executive Teams, and is in the middle of arbitration proceedings with our Fire Union. While results of bargaining and increases in salary will increase strain on general fund resources, City Management has recently completed a citywide compensation study that found many of our job classes to be out of market. While we as a City will likely never be in a position to compensate our employees at market, through this round of negotiations we are taking on some additional risk and financial strain with the goal of compensating our employees closer with our market and recognizing the work they do for the City. The current budget proposal includes a 2% increase each year for each open bargaining group. For Fire, the proposed budget includes the City's last best and final offer. Each additional 1% increase in salaries results in approximately \$325k of cost to the General Fund. To the extent that contracts are decided outside of these parameters, we will return to the council to adjust the budget.

Considering the financial constraints discussed above, departments were once again asked to present status quo budgets, absorbing increases within their existing budgets. In a few cases reductions were made. Both the City Manager and Fire Departments froze their number two positions, the Assistant City Manager Position and a Division Fire Chief position. This is a strategy that the City will likely to continue to implement, examining vacancies as they occur to determine if the position needs to be filled and/or can be filled at a lower level. Through this strategy we will continue reduce operating costs hopefully with little impact to existing employees. To encourage some turnover and vacancies to occur, we are proposing an early retirement incentive program with this budget.

Other organizational changes that resulted in cost savings are, funding the Police Activities League entirely out of the Measure G Public Safety Sales Tax Fund, phasing out the Neighborhood Services Division and redeploying staff to other departments, and restructuring and expanding the Contigo Program through partnership with community organizations and Parks and Community Services staff. As we work to address our upcoming fiscal challenges we will continue to look for opportunities such as these, where operational changes can lead to more efficient and effective programs along with cost savings.

The proposed budget, inclusive the challenges presented above does meet the Council's policy of maintaining available General Fund Balance of at least 20%.



To the extent that we have fund balance above and beyond our 20% reserves, it would be defined as one-time money that according to our one-time revenue policy would allow us to use that money for one-time expenses. Once contracts are settled with our bargaining units we may recommend using some available one-time resources to offset our capital program or other one-time costs to the extent that we can do so and still follow our one-time revenue and fund balance reserve policies.

Finally the proposed budget also includes some organizations changes. First of all, we are recognizing the Innovation and Technology unit as a separate department. It had previously been included as divisions within our General Government Unit. However, as up to date information technology plays an increasingly critical roll in the functioning of modern government, it is being recommended to recognize this group as its own Department. IT Director Boyes is recommending the department be called Innovation and Technology Department.

The Parks and Community Services Department also made some significant shifts in the organization of the Recreation Division to more clearly define the four units and their responsibilities. Those units are Special Events, Facilities and Community Engagement, Youth Development, and Sports. These changes provide greater clarity and transparency for each unit and reduce the number of accounts for ease of accounting.

Cannabis Funding

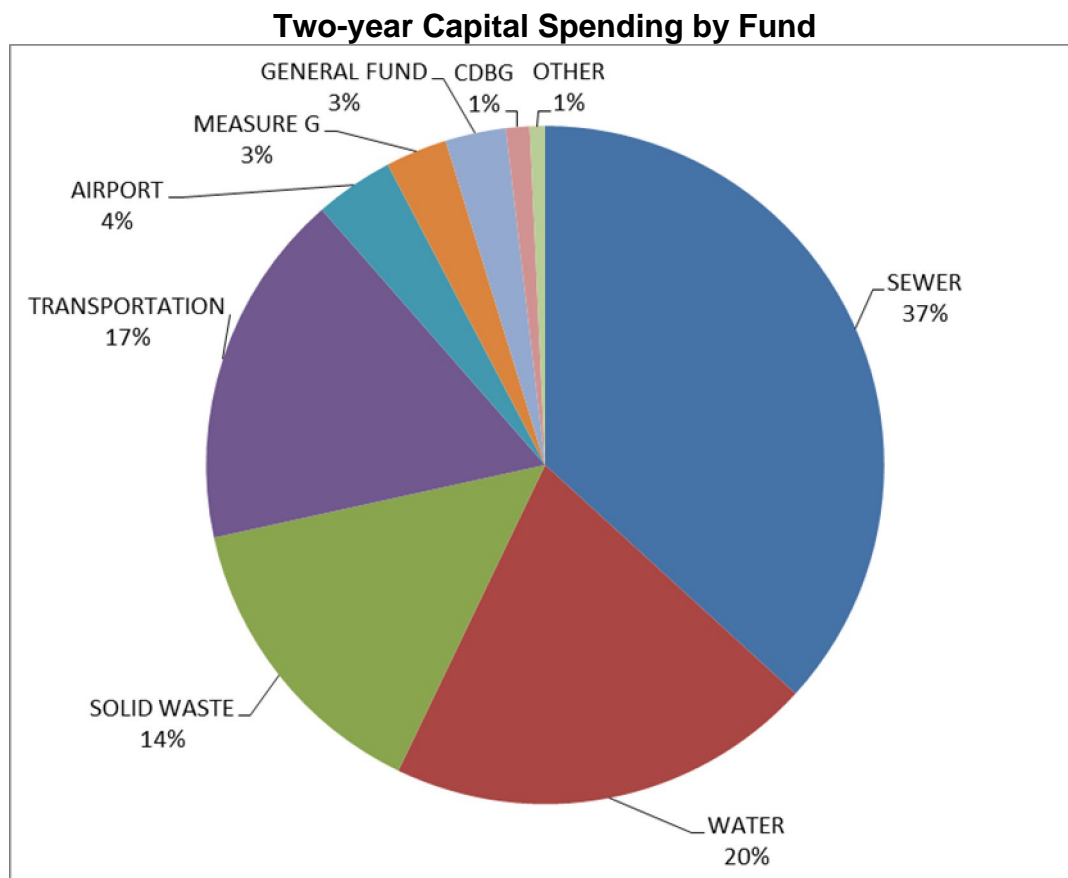
Cannabis funding has not materialized at levels originally anticipated when Measure M was approved by voters in November of 2016. The previous two-year budget anticipated and budgeted over \$800k in this new revenue source. We, in this budget are recommending a budget of \$323k which is based on current actual receipts. Lower than hoped for cannabis revenues are not unique to Watsonville. It is an issue statewide and indeed has resulted in a deficit for the State. Two issues affecting this revenue stream are 1) delays in many permittees becoming operational and 2) the statewide oversaturation of permittees. As the statewide market for cannabis becomes more established our revenues will become more predictable. Until then, we are budgeting based on actual receipts. Additionally, the City has convened a Cannabis Compliance Team. This team is chaired by Assistant Police Chief Sims. It includes employees from the Police, Fire, Code Enforcement, Planning and the Finance Department. This team is tasked with regular monitoring of the various cannabis licensed businesses. Revenue maximization, education and compliance are the main objectives.

Capital Plan

The City went through a major five year capital planning process last year with the creation of the FY 2018-19 budget. This year, departments were asked to review that budget and make any updates to it as priorities may have shifted during the year. However, in the General Fund, no additional money was allocated to the budget. The Capital Planning committee met to review the requested changes and recommend an updated capital allocation for FY 2019-21. The Parks and Community Services Department rearranged their allocations in order to better align their general fund projects with projects from grant funds. The Police department agreed to defund a few non-time sensitive projects to make room for a citywide Network Security Assessment. This assessment will have a firm perform a security assessment on the City's network in order to give us a better understanding of our IT infrastructure and a roadmap for improving security. The committee determined that this project could no longer be delayed as delays would only make us vulnerable to cyber-attacks and this project has been identified as a priority for the City Council.

The limited amount of General Fund dollars allocated to Capital means we continue to have an increasing backlog of projects and large amounts of unfunded capital needs. In this budget we are recommending to fund \$1.4 million of capital projects in the next two years with \$17.6

million remaining unfunded. Luckily, the General Fund represents a very small portion of our capital monies. Including all funds, this two-year budget proposes \$48.8 million in capital spending. While much of this is in the Enterprise departments, Measure G, CDBG, and Gas Tax related funds continue to help fund important infrastructure projects that would otherwise remain unfunded.



Enterprise Departments

Our enterprise departments, in addition to continuing to provide excellent service to our community, have some major projects they will be embarking on during this budget cycle. One likely to have a large impact on the community is the upcoming rate study in Public Works. Industry standard is to complete a financial needs assessment and rate study every five years. The last rate study was completed in 2015. This will involve developing a financial plan for each of the water, sewer, and solid waste enterprises, updating the cost of service analysis in compliance with Proposition 218, and proposing rate options for future years.

One of Public Works' major capital projects included in this funding cycle is the replacement of the Wastewater Plant's headworks facilities. The Wastewater Plant's headworks is the initial point where wastewater influent is received. It plays an important role in the water process by removing, screening debris such as wood, plastics, cloth, paper and other solid items from wastewater. The headworks plant is in need of repairs

and its components have reached their useful life. The project will consist of redirecting 5.5 million gallons of wastewater flow. These are produced daily around the existing headworks structure, and installing new flow measurement devices will be installed. Equipment will be relocated as necessary for regulatory compliance sampling, debris removal and compacting, and reconnecting flow back to the two existing pre-aeration basins. This project will be funded through the issuance of bonds.

The Watsonville Municipal Airport will update its Airport Layout Plan (ALP) in fiscal year 2020-2021. The Federal Aviation Administration (FAA) requires all airports to develop, maintain and update their Airport Layout Plan (ALP) every five years. This document serves as a critical planning tool that depicts both existing facilities and planned development for the only airport in Santa Cruz County. Watsonville Municipal's ALP is a "Blueprint" for the City's airport that defines boundaries and proposed additions to all areas owned or controlled by the sponsor for the airport as part of the FAA's National Integrated Plan of Airport Systems. Additionally beginning in mid- 2019 the Municipal Airport will begin work to update its master plan as its current plan expires at the end of 2020. This study will be used to determine the long-term development plans for Watsonville Municipal Airport.

Budget Legislation

Each year the passage of the budget also requires the passage of a number of legislative items. Below is a listing of each of those items along with a brief description. These shall be requested to be adopted at the June 25, 2019 council meeting.

That the Joint City Council, the City Council in its capacity as the Housing Successor Agency shall:

- 1) **Budget and CIP:** approve a resolution adopting the FY 2019-20 Budget, providing certain transfers of funds and approve the Five-Year Capital Improvement Program, as highlighted and summarized above.

That the City Council shall adopt the following resolutions or ordinances:

- 2) **Innovation Technology Department:** Final adoption of Ordinance Amending Chapter 3 (Administrative Departments) of Title 2 (Administration) of the Watsonville Municipal Code by Adding a New Article 14 Entitled Innovation and Technology Department Making Same a City Department Reporting Directly to the City Manager
- 3) **Gann Limit:** Resolution establishing the "Total Annual Appropriations" pursuant to State Constitution Article XIII-B for Fiscal Year FY 2019-20 (Proposition 4 GANN spending limit); and

**Proposition 4 Calculation
For Fiscal Year 2019-20**

Spending Limit Calculation

[a]	2018-19 Limit	\$ 135,609,137
	<u>Calculation of Growth Factor</u>	
	Change in Population	3.850%
	Non-resident, New Const. Assessment Growth	0
	Change in California Per Capita Person Income	0.470%
[b]	Growth Factor (1.0385 multiplied by 1.0047)	<u>1.04338095</u>
[c]	2019-20 Limit ([a] multiplied by [b])	<u><u>\$ 141,491,991</u></u>

2019-20 Gann Limit Proposed Spending

	Proposed General Fund Spending	\$ 45,155,798
	Less Non-tax General Fund Revenues:	
	Transfers In (non-tax)	(144,919)
	Use of Money and Property	(2,550,491)
	Fees	(10,992,248)
	In-lieu Charges	-
	Other non-tax revenue	<u>-</u>
[d]	Spending Subject to the Gann Limit	<u><u>\$ 31,468,140</u></u>
	Remaining Capacity ([d] subtracted from [c])	<u><u>\$ 110,023,851</u></u>

- 4) **Property Tax levy:** That the City Council adopt an ordinance to instruct Santa Cruz County to levy and collect property tax on taxable property within the City of Watsonville for fiscal year beginning July 1, 2019 to June 30, 2020 at the levy rate of 0.077% and allocating to the Retirement Fund; and
- 5) **Voluntary Time-off program:** Adopt the resolution continuing the Voluntary Time-Off program for Fiscal Year 2019-20 allowing employees to reduce their work week while maintaining current health benefit levels while prorating other benefits; and

- 6) **Early Retirement Incentive program:** Adopt a resolution implementing a Retirement Incentive Program offering 2 options for retirement incentives to encourage eligible employees to retire creating turnover that departments can use to create future savings; and
- 7) **Salary Schedule:** Adopt a resolution approving the current City of Watsonville Salary Schedule as attached. The budgeted salaries are based on this schedule for closed contracts. For contracts currently in negotiation the budget is based on this schedule plus a 2% COLA or the last best and final offer for positions currently in arbitration proceedings; and
- 8) **Social and Community Service Grants:** Adopt a resolution awarding grants for the next fiscal year as recommended by the subcommittee and approved by Council at their May 28, 2019 meeting; and
- 9) **Airport fees:** Approve a resolution adopting various rates and fees at the Airport as follows:

1- AVIATION STORAGE UNITS RATES (monthly)		
(a) Hangars A -4, 5, 6 & 8		\$266.00
A -1, 2, 3, 9 & 10		\$294.00
(b) Hangars B, C, D & E -		
3, 4, 5, 6, 7 & 8		\$266.00
1, 2, 9 & 10		\$294.00
(c) Hangars F, G, H, I, J & K		\$380.00
(d) Hangars M & L		\$860.00
(e) Hangars W, X, Y & Z		\$370.00
(f) Mini Hangars		\$264.00
(g) Corporate Hangars		\$1,649.00
2- AIRCRAFT TIE DOWNS RATES (monthly)		
Tail-In Spots		\$82.00
Taxi-In Spots		
Single Piston Engine Monthly Tie down		\$106.00
Twin Engine Aircraft under 12,500 pounds		\$175.00
Aircraft over 12,500 pounds		\$675.00
3 - TEMPORARY TIE-DOWNS FEES		
Single Engine per Night		\$10.00
Single Engine per Week		\$40.00
Twin Engine per Night		\$15.00
Twin Engine per Week		\$60.00
TurboProp/Fan Night		\$30.00
TurboProp/Fan Week		\$120.00
Aircraft over 12,500 pounds per Night		\$100.00
Aircraft over 12,500 pounds per Week		\$400.00
4 - HANGAR WAIT LIST FEES		
Initial Application Fee		\$50.00
Annual Fee		\$100.00
5- END ROOM RATES (monthly)		
A, B, C, D & E		\$74.00
W, X, Y & Z		\$89.00
Non-Aeronautical Storage (Units A - E)		\$150.00
Non-Aeronautical Storage (Units W - Z)		\$200.00
6 – DERELICT/DILAPIDATED AIRCRAFT FEE (annual)		
		\$ 1,000.00
7 - NON OPERATIONAL AIRCRAFT STORAGE RATE		
	1.50 times the operational storage rate*	

8 - SPECIAL EVENTS/SLOT RESERVATION FEE		\$ 300.00
9 - AIRCRAFT HANDLING FEES		
Piston Single, Twin and Helicopter (35ft rotor max)		\$50.00
Turboprop and Turbo Fan		\$100.00
10 - AIRCRAFT EMERGENCY RUNWAY REMOVAL FEE		
Piston, Single or Twin Engine		\$ 300.00
Helicopter, Turboprop and Turbo Fan		VARIES
11 - AFTER HOURS FUELING FEE		\$200.00
12 - NON-COMMERCIAL MOGAS FUELING (annual)		\$15.00
13 - COMMERCIAL MOGAS FUEL FLOW RATE/PER GAL		\$0.01
14 - COMMERCIAL OPERATOR PERMIT FEE (Per event)		\$300.00
15 - COMMERCIAL AERONAUTICAL ACTIVITY PERMIT (annual)		\$100.00
16- ACTIVITIES PERMIT FEE (per event)		\$15.00
17- LONG TERM PARKING FEES		
Day		\$5.00
Week		\$30.00
Month		\$75.00
18-ADMINISTRATIVE/ACCOUNTING PROCESSING FEE		\$60.00
19 – STORAGE UNIT REINSTATEMENT FEE		\$150.00
20 – TENANT VEHICLE SECURITY DECAL FEE		\$5.00
21 – AIRPORT OPERATIONS SPECIALST CONTRACT RATE		\$75.00
22 -TERMINAL LOBBY ADVERT (monthly)		\$50.00
23 -ENTRY SIGNAGE (available space only; annual)		\$1,200.00
Airport monthly charges paid monthly, in advance ;Tranisent fees paid in advance or payment arranged for upon arrival		
ASU rents are due 10th of each month, delinquent on the 11th; A late payment fee in the amount of twelve percent (12%) of total amount delinquent on all accounts unpaid will be charged.		
*Determined during annual Aviation Storage Unit Inpsection and billed thereafter.		

That City Council in its capacity as the Housing Successor Agency

10)Expenditures of housing funds: That the Housing Successor Agency shall adopt a resolution to authorize the expenditure of low and moderate-income housing funds for planning and general administrative costs for the purpose of producing, improving, and preserving the community's supply of low and moderate-income housing; and

- 11) **Redevelopment Project:** Find that the use of taxes allocated from the Watsonville 2000 Redevelopment Project for producing, improving and preserving the supply of low and moderate-income housing outside the project area will be of benefit to the project area.

STRATEGIC PLAN:

The current balance budget meets Strategic Plan goal Number 2 of fiscal health by presenting a balanced budget, preserving the General Fund Reserve, and looking ahead to ensure the long-term financial health of the City.

FINANCIAL IMPACT:

Appropriate Fiscal Year 2019-20 spending of \$167 million. The Proposed 2019-20 operating budget is in balance. However when capital expenditures are added, some funds are using their cash reserves to fund these capital projects.

ALTERNATIVES:

The City Council may direct staff to present different alternatives for the budget or make changes to the current recommendation.

ATTACHMENTS:

- 1) [Proposed 2019-20 Budget Available Online Here](#)
- 2) [Proposed CIP 2019-2024 addendum](#)
- 3) Budget Summary by Fund
- 4) Salary List effective 6/18/19

cc: City Attorney

**CITY OF WATSONVILLE & SUCCESSOR AGENCY
OF THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE
BUDGET APPROPRIATIONS
BY FUND**

FUNDS:		FISCAL YEAR	FISCAL YEAR
NUMBER	DESCRIPTION	2019-20	2020-21
150	GENERAL	45,246,885	45,934,976
160	RETIREMENT	3,849,200	3,958,000
204	HOUSING	599,328	599,609
205	CDBG	1,369,344	1,112,877
206	ENTERPRISE ZONE	28,566	-
209/210	OTHER RAH GRANTS	817,392	819,128
215	RELOCATION	80,000	85,000
221	INCLUSIONARY HOUSING	930,284	994,017
225	BUSINESS DEVELOPMENT	97,900	97,900
245	ABANDONED VEHICLE AUTHORITY	82,912	82,912
246	CIVIC CENTER COMMON AREA MAINTENANCE	323,938	326,769
250	LIBRARY	3,693,220	3,877,811
265	PEG	41,593	43,677
281	PARKS DEVELOPMENT	-	-
305	GAS TAX	8,608,426	2,046,661
306	SB1 GAS TAX	1,593,566	805,000
309	PARKING GARAGE	179,657	172,832
310	MEASURE G	5,608,219	4,250,144
312	TRANSPORTATION	2,284,195	971,000
338/352	IMPACT FEES	1,773,203	185,000
354	LLMAD	201,592	211,571
825	NARCOTICS FORFEITURE	115,000	-
510	DEBT SERVICE	967,415	863,671
710	WASTE WATER	30,315,328	17,204,342
720	WATER	24,068,690	21,933,720
730	AIRPORT	4,880,125	4,226,595
740	SOLID WASTE	15,905,793	17,498,533
741	LANDFILL CLOSURE	310,761	360,761
789	FIBER OPTIC	100,205	100,399
780/785	INTERNAL SERVICES	10,580,480	11,087,345
202	SUCCESSORY AGENCY	2,482,175	2,201,721
TOTAL APPROPRIATIONS		167,135,391	142,051,969
City of Watsonville		164,053,888	139,250,639
Housing Successor Agency of the Former Redevelopment Agency		599,328	599,609
Successor Agency of the Former Redevelopment Agency		2,482,175	2,201,721
Total Appropriations		167,135,391	142,051,969

Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7021	ACCOUNTANT I	CLERICAL	4,834.16	5,075.87	5,329.68	5,596.15	5,875.96	6,169.78	6,478.29
			27.89	29.28	30.75	32.29	33.90	35.59	37.37
2036	ACCOUNTANT II	MID-MGT	5,540.38	5,817.44	6,108.29	6,413.68	6,734.37	7,071.09	7,424.65
			31.96	33.56	35.24	37.00	38.85	40.79	42.83
7001	ACCOUNTING ASSISTANT	CLERICAL	3,561.63	3,739.71	3,926.72	4,123.04	4,329.20	4,545.67	4,772.95
			20.55	21.58	22.65	23.79	24.98	26.23	27.54
7002	ACCOUNTING TECH	CLERICAL	4,530.87	4,757.42	4,995.27	5,245.02	5,507.28	5,782.64	6,071.80
			26.14	27.45	28.82	30.26	31.77	33.36	35.03
1004	ADMIN ANALYST	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
3001	ADMIN ASSIST I	CONFIDENTL	3,278.30	3,442.21	3,614.30	3,795.03	3,984.80	4,184.03	4,392.07
			18.91	19.86	20.85	21.89	22.99	24.14	25.34
3002	ADMIN ASSIST II	CONFIDENTL	3,633.76	3,815.46	4,006.21	4,206.52	4,416.84	4,637.69	4,869.58
			20.96	22.01	23.11	24.27	25.48	26.76	28.09
1003	ADMIN SVCS DIRECTOR	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.47
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
1005	ADMIN SVCS MANAGER	MANAGEMENT	8,205.99	8,616.31	9,047.09	9,499.49	9,974.45	10,473.17	10,996.81
			47.34	49.71	52.19	54.80	57.54	60.42	63.44
1052	AIRPORT DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
1006	AIRPORT MANAGER	MANAGEMENT	8,238.88	8,650.81	9,083.34	9,537.52	10,014.40	10,515.12	11,040.86
			47.53	49.91	52.40	55.02	57.78	60.66	63.70
2002	AIRPORT OPER SUPVR	MID-MGT	5,035.59	5,287.38	5,551.74	5,829.33	6,120.81	6,426.85	6,748.21
			29.05	30.50	32.03	33.63	35.31	37.08	38.93

Effective: 6/18/2019

[DISCLAIMER: All reasonable efforts have been made to ensure the accuracy of the information in this report. The user assumes ultimate responsibility for its validity and correct application.]

Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4052	AIRPORT OPS SPCL I	OE3	3,508.85	3,684.31	3,868.50	4,062.02	4,265.06	4,478.28	4,702.17
			20.24	21.26	22.32	23.43	24.61	25.84	27.13
4053	AIRPORT OPS SPCL II	OE3	3,963.90	4,162.10	4,370.19	4,588.70	4,818.13	5,059.04	5,312.02
			22.87	24.01	25.21	26.47	27.80	29.19	30.65
4054	AIRPORT OPS SPCL III	OE3	4,595.85	4,825.64	5,066.92	5,320.27	5,586.27	5,865.58	6,158.88
			26.51	27.84	29.23	30.69	32.23	33.84	35.53
7003	ASSIST ADMIN ANALYST	CLERICAL	4,371.14	4,589.67	4,819.14	5,060.12	5,313.14	5,578.80	5,857.71
			25.22	26.48	27.80	29.19	30.65	32.19	33.79
1008	ASSIST CITY MANAGER	MANAGEMENT	10,609.37	11,139.83	11,696.84	12,281.66	12,895.76	13,540.54	14,217.56
			61.21	64.27	67.48	70.86	74.40	78.12	82.02
1033	ASSIST COMM DEV DIR	MANAGEMENT	8,844.81	9,287.07	9,751.41	10,238.97	10,750.91	11,288.46	11,852.88
			51.03	53.58	56.26	59.07	62.02	65.13	68.38
1007	ASSIST DIR OF PW & U	MANAGEMENT	9,872.68	10,366.33	10,884.64	11,428.89	12,000.32	12,600.34	13,230.34
			56.96	59.81	62.80	65.94	69.23	72.69	76.33
7004	ASSIST ENGINEER	CLERICAL	4,814.16	5,054.88	5,307.60	5,572.99	5,851.63	6,144.23	6,451.42
			27.77	29.16	30.62	32.15	33.76	35.45	37.22
1009	ASSIST FIN OFFICER	MANAGEMENT	7,845.11	8,237.34	8,649.20	9,081.67	9,535.74	10,012.54	10,513.14
			45.26	47.52	49.90	52.39	55.01	57.76	60.65
1010	ASSIST PCS DIRECTOR	MANAGEMENT	7,336.96	7,703.80	8,088.99	8,493.46	8,918.13	9,364.03	9,832.20
			42.33	44.45	46.67	49.00	51.45	54.02	56.72
1034	ASSIST TO THE CM	MANAGEMENT	7,155.92	7,513.70	7,889.40	8,283.84	8,698.02	9,132.93	9,589.58
			41.28	43.35	45.52	47.79	50.18	52.69	55.32
1050	ASSISTANT CHIEF PD	MANAGEMENT	10,441.04	10,963.12	11,511.26	12,086.82	12,691.16	13,325.72	13,992.01
			60.24	63.25	66.41	69.73	73.22	76.88	80.72

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1032	ASSISTANT CITY CLERK	MANAGEMENT	5,596.02	5,875.85	6,169.65	6,478.12	6,802.03	7,142.11	7,499.22
			32.28	33.90	35.59	37.37	39.24	41.20	43.26
7005	ASSISTANT PLANNER	CLERICAL	4,730.31	4,966.82	5,215.15	5,475.90	5,749.68	6,037.20	6,339.04
			27.29	28.65	30.09	31.59	33.17	34.83	36.57
2037	ASSOC CIVIL ENGINEER	MID-MGT	5,947.85	6,245.24	6,557.50	6,885.36	7,229.63	7,591.11	7,970.69
			34.31	36.03	37.83	39.72	41.71	43.79	45.98
2038	ASSOCIATE PLANNER	MID-MGT	5,557.02	5,834.88	6,126.62	6,432.96	6,754.61	7,092.32	7,446.94
			32.06	33.66	35.35	37.11	38.97	40.92	42.96
7039	AUDIOVISUAL/COMM TEC	CLERICAL	3,179.65	3,338.62	3,505.56	3,680.84	3,864.86	4,058.12	4,261.03
			18.34	19.26	20.22	21.24	22.30	23.41	24.58
1056	BATTALION FIRE CHIEF	MANAGEMENT	8,288.43	8,702.85	9,138.00	9,594.91	10,074.65	10,578.38	11,107.31
			47.82	50.21	52.72	55.36	58.12	61.03	64.08
4001	BLDG MAINT WORKER	OE3	3,823.80	4,014.99	4,215.73	4,426.50	4,647.85	4,880.24	5,124.28
			22.06	23.16	24.32	25.54	26.81	28.16	29.56
4034	BODY REPAIR WORKER	OE3	3,862.21	4,055.31	4,258.09	4,471.00	4,694.54	4,929.28	5,175.73
			22.28	23.40	24.57	25.79	27.08	28.44	29.86
7022	BUILDING INSPECTOR	CLERICAL	5,786.17	6,075.46	6,379.25	6,698.21	7,033.13	7,384.78	7,754.02
			33.38	35.05	36.80	38.64	40.58	42.60	44.73
1001	BUILDING OFFICIAL	MANAGEMENT	7,410.65	7,781.19	8,170.26	8,578.79	9,007.70	9,458.06	9,931.00
			42.75	44.89	47.14	49.49	51.97	54.57	57.29
2004	CIRCULATION MANAGER	MID-MGT	4,056.07	4,258.89	4,471.83	4,695.43	4,930.16	5,176.69	5,435.54
			23.40	24.57	25.80	27.09	28.44	29.87	31.36
8201	CITY CLERK	CITY CLERK	11,526.15						
			66.50						

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8301	CITY COUNCIL MEMBER	COUNCIL	578.81						
			3.34						
8101	CITY MANAGER	CITY MGR	16,666.67						
			96.15						
3008	CITY MANAGER'S INTER	CONFIDENTL	2,280.76	2,394.82	2,514.59	2,640.30	2,772.29	2,910.92	3,056.45
			13.16	13.82	14.51	15.23	15.99	16.79	17.63
7006	CODE ENFORCE OFF I	CLERICAL	5,015.53	5,266.28	5,529.62	5,806.08	6,096.37	6,401.20	6,721.28
			28.94	30.38	31.90	33.50	35.17	36.93	38.78
7007	CODE ENFORCE OFF II	CLERICAL	5,542.77	5,819.91	6,110.89	6,416.43	6,737.25	7,074.12	7,427.81
			31.98	33.58	35.26	37.02	38.87	40.81	42.85
2005	COLLEC SYSTEM MNGR	MID-MGT	5,783.70	6,072.89	6,376.52	6,695.35	7,030.10	7,381.62	7,750.73
			33.37	35.04	36.79	38.63	40.56	42.59	44.72
4002	COLLEC SYSTEM OPR I	OE3	4,171.20	4,379.74	4,598.73	4,828.68	5,070.11	5,323.61	5,589.78
			24.06	25.27	26.53	27.86	29.25	30.71	32.25
4046	COLLEC SYSTEM OPR II	OE3	4,609.67	4,840.12	5,082.11	5,336.24	5,603.04	5,883.19	6,177.38
			26.59	27.92	29.32	30.79	32.33	33.94	35.64
1002	COMM DEV DIRECTOR	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.10
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
2080	COMM ENVIR OUT COORD	MID-MGT	4,938.77	5,185.72	5,445.01	5,717.27	6,003.14	6,303.29	6,618.43
			28.49	29.92	31.41	32.98	34.63	36.37	38.18
1061	COMM ENVIRO OUT MGR	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
7008	COMMUNITY ORGANIZER	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82

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2039	COMP CENTER COORD	MID-MGT	4,586.68	4,816.00	5,056.81	5,309.63	5,575.14	5,853.88	6,146.57
			26.46	27.78	29.17	30.63	32.16	33.77	35.46
2040	COMP CENTER MANAGER	MID-MGT	5,349.93	5,617.43	5,898.30	6,193.22	6,502.86	6,828.01	7,169.41
			30.87	32.41	34.03	35.73	37.52	39.39	41.36
2041	CONST ENGINEER	MID-MGT	6,221.48	6,532.54	6,859.19	7,202.13	7,562.23	7,940.36	8,337.38
			35.89	37.69	39.57	41.55	43.63	45.81	48.10
7009	CONST INSPECTOR	CLERICAL	5,050.74	5,303.26	5,568.44	5,846.86	6,139.21	6,446.18	6,768.47
			29.14	30.60	32.13	33.73	35.42	37.19	39.05
1011	CONSTRUCTION MANAGER	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
4036	CONTAINER RPR WORKER	OE3	3,395.04	3,564.80	3,743.00	3,930.16	4,126.66	4,333.01	4,549.65
			19.59	20.57	21.59	22.67	23.81	25.00	26.25
1012	CRIME ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2042	CUST SERVICE COORD	MID-MGT	3,959.93	4,157.94	4,365.81	4,584.13	4,813.34	5,053.99	5,306.69
			22.85	23.99	25.19	26.45	27.77	29.16	30.62
2006	CUST SERVICE MANAGER	MID-MGT	5,254.51	5,517.24	5,793.10	6,082.79	6,386.92	6,706.27	7,041.56
			30.31	31.83	33.42	35.09	36.85	38.69	40.62
4003	CUSTODIAN	OE3	2,939.91	3,086.89	3,241.27	3,403.31	3,573.48	3,752.17	3,939.76
			16.96	17.81	18.70	19.63	20.62	21.65	22.73
4004	CUSTOMER SERV TECH	OE3	4,084.56	4,288.77	4,503.22	4,728.38	4,964.79	5,213.02	5,473.65
			23.56	24.74	25.98	27.28	28.64	30.08	31.58
1045	DEPUTY CITY ATTORNEY	MANAGEMENT	7,113.12	7,468.78	7,842.21	8,234.33	8,646.06	9,078.38	9,532.27
			41.04	43.09	45.24	47.51	49.88	52.38	54.99

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3003	DEPUTY CITY CLERK	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
1013	DEPUTY CITY MANAGER	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.47
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
1014	DEPUTY POLICE CHIEF	MANAGEMENT	10,791.15	11,330.74	11,897.25	12,492.11	13,116.74	13,772.57	14,461.20
			62.26	65.37	68.64	72.07	75.67	79.46	83.43
7010	DEVLOP REVIEW TECH	CLERICAL	5,185.01	5,367.01	5,549.01	5,731.01	5,913.01	6,095.01	6,277.01
			29.91	30.96	32.01	33.06	34.11	35.16	36.21
1016	DIVISION FIRE CHIEF	MANAGEMENT	8,960.47	9,408.49	9,878.92	10,372.85	10,891.53	11,436.08	12,007.88
			51.70	54.28	56.99	59.84	62.84	65.98	69.28
7023	ENGINEERING AIDE	CLERICAL	3,342.58	3,509.70	3,685.18	3,869.45	4,062.91	4,266.06	4,478.20
			19.28	20.25	21.26	22.32	23.44	24.61	25.84
7024	ENGINEERING ASSOC	CLERICAL	5,803.55	6,093.75	6,398.41	6,718.31	7,054.26	7,406.97	7,777.32
			33.48	35.16	36.91	38.76	40.70	42.73	44.87
1058	ENTERPRISE ARCHITECT	MANAGEMENT	9,313.68	9,779.36	10,268.33	10,781.75	11,320.86	11,886.90	12,481.24
			53.73	56.42	59.24	62.20	65.31	68.58	72.01
7025	ENVIRON ED ASSIST	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82
2008	ENVIRON ED COORD	MID-MGT	4,938.77	5,185.72	5,445.01	5,717.27	6,003.14	6,303.29	6,618.43
			28.49	29.92	31.41	32.98	34.63	36.37	38.18
4005	ENVIRON PROJ ANALYST	OE3	4,953.63	5,201.30	5,461.34	5,734.43	6,021.12	6,322.20	6,638.32
			28.58	30.01	31.51	33.08	34.74	36.47	38.30
1017	ENVIRON PROJ MANAGER	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63

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2007	ENVIRON SCIENC WK CO	MID-MGT	4,259.65	4,472.65	4,696.29	4,931.10	5,177.64	5,436.51	5,708.34
			24.57	25.80	27.09	28.45	29.87	31.36	32.93
2043	EQUIP MAINT COORD	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
4039	EQUIP SERV WORKER	OE3	3,446.28	3,618.59	3,799.53	3,989.51	4,188.99	4,398.46	4,618.36
			19.88	20.88	21.92	23.02	24.17	25.38	26.64
4037	EQUIPMENT MECH I	OE3	3,446.28	3,618.59	3,799.53	3,989.51	4,188.99	4,398.46	4,618.36
			19.88	20.88	21.92	23.02	24.17	25.38	26.64
4038	EQUIPMENT MECH II	OE3	3,904.90	4,100.16	4,305.15	4,520.40	4,746.41	4,983.75	5,232.96
			22.53	23.65	24.84	26.08	27.38	28.75	30.19
4006	EQUIPMENT MECH III	OE3	4,315.35	4,531.15	4,757.70	4,995.60	5,245.37	5,507.62	5,783.01
			24.90	26.14	27.45	28.82	30.26	31.77	33.36
3004	EXEC AST TO CM & CC	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
3005	EXECUTIVE ASSISTANT	CONFIDENTL	3,889.32	4,083.80	4,287.99	4,502.38	4,727.49	4,963.88	5,212.07
			22.44	23.56	24.74	25.98	27.27	28.64	30.07
2009	FAC & MAINT SUPVR	MID-MGT	5,197.05	5,456.92	5,729.75	6,016.25	6,317.05	6,632.90	6,964.53
			29.98	31.48	33.06	34.71	36.44	38.27	40.18
2044	FIELD SVCS MGR	MID-MGT	6,334.42	6,651.15	6,983.71	7,332.89	7,699.53	8,084.53	8,488.74
			36.54	38.37	40.29	42.31	44.42	46.64	48.97
2045	FIELD SVCS SUPVR	MID-MGT	5,624.08	5,905.27	6,200.55	6,510.60	6,836.12	7,177.91	7,536.82
			32.45	34.07	35.77	37.56	39.44	41.41	43.48
1018	FINANCIAL ANALYST	MANAGEMENT	6,258.89	6,571.85	6,900.44	7,245.44	7,607.73	7,988.11	8,387.54
			36.11	37.91	39.81	41.80	43.89	46.09	48.39

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6001	FIRE CAPTAIN	FIRE	6,568.14	6,896.54	7,241.37	7,603.44	7,983.60	8,382.79	8,801.93
			27.07	28.42	29.84	31.33	32.90	34.54	36.27
1019	FIRE CHIEF	MANAGEMENT	10,142.75	10,649.90	11,182.38	11,741.49	12,328.57	12,945.01	13,592.26
			58.52	61.44	64.51	67.74	71.13	74.68	78.42
6002	FIRE ENGINEER	FIRE	5,925.57	6,221.84	6,532.96	6,859.60	7,202.59	7,562.71	7,940.86
			24.42	25.64	26.92	28.27	29.68	31.17	32.72
6005	FIRE INSPECTOR	FIRE	5,051.69	5,304.30	5,569.50	5,847.96	6,140.38	6,447.39	6,769.75
			29.14	30.60	32.13	33.74	35.43	37.20	39.06
6003	FIREFIGHTER	FIRE	5,383.43	5,652.60	5,935.24	6,232.01	6,543.59	6,870.78	7,214.33
			22.18	23.29	24.46	25.68	26.97	28.31	29.73
6004	FIREFIGHTER - 40	FIRE	5,385.40	5,654.68	5,937.40	6,234.26	6,545.98	6,873.27	7,216.95
			31.07	32.62	34.25	35.97	37.77	39.65	41.64
2010	GIS COORDINATOR	MID-MGT	7,327.10	7,693.47	8,078.14	8,482.05	8,906.15	9,351.46	9,819.03
			42.27	44.39	46.60	48.93	51.38	53.95	56.65
7040	GIS TECHNICIAN I	CLERICAL	4,548.83	4,776.24	5,015.08	5,265.82	5,529.12	5,805.56	6,095.83
			26.24	27.56	28.93	30.38	31.90	33.49	35.17
7011	GIS TECHNICIAN II	CLERICAL	5,054.23	5,306.95	5,572.28	5,850.91	6,143.43	6,450.60	6,773.13
			29.16	30.62	32.15	33.76	35.44	37.22	39.08
7026	H GRNT MGMT & REHAB	CLERICAL	4,648.65	4,881.07	5,125.12	5,381.37	5,650.45	5,932.94	6,229.64
			26.82	28.16	29.57	31.05	32.60	34.23	35.94
1060	HOUSING MANAGER	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
7027	HOUSING REHAB SPC I	CLERICAL	4,648.65	4,881.07	5,125.12	5,381.37	5,650.45	5,932.94	6,229.64
			26.82	28.16	29.57	31.05	32.60	34.23	35.94

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7028	HOUSING REHAB SPC II	CLERICAL	4,843.11	5,085.25	5,339.51	5,606.51	5,886.81	6,181.18	6,490.23
			27.94	29.34	30.80	32.35	33.96	35.66	37.44
1049	HR ANALYST	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
1035	HR MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
7029	IND WASTE INSPECTOR	CLERICAL	5,030.57	5,282.12	5,546.28	5,823.52	6,114.70	6,420.44	6,741.43
			29.02	30.47	32.00	33.60	35.28	37.04	38.89
2046	INTGRD WASTE MANAGER	MID-MGT	4,841.03	6,904.11	5,337.24	5,604.08	5,884.28	6,178.51	6,487.48
			27.93	39.83	30.79	32.33	33.95	35.65	37.43
2012	INTGRD WASTE SUPVR	MID-MGT	4,943.71	5,190.90	5,450.45	5,722.97	6,009.12	6,309.57	6,625.04
			28.52	29.95	31.44	33.02	34.67	36.40	38.22
4045	INTGRD WASTE TRAINEE	OE3	3,127.84	3,284.26	3,448.45	3,620.87	3,801.92	3,992.00	4,191.63
			18.05	18.95	19.89	20.89	21.93	23.03	24.18
4007	INTGRD WASTE WORKER	OE3	3,736.87	3,923.75	4,119.92	4,325.95	4,542.22	4,769.33	5,007.82
			21.56	22.64	23.77	24.96	26.21	27.52	28.89
2077	IT ANALYST I	MID-MGT	5,994.91	6,294.64	6,609.40	6,939.86	7,286.85	7,651.19	8,033.76
			34.59	36.32	38.13	40.04	42.04	44.14	46.35
2078	IT ANALYST II	MID-MGT	6,661.01	6,994.04	7,343.77	7,710.95	8,096.51	8,501.33	8,926.39
			38.43	40.35	42.37	44.49	46.71	49.05	51.50
1020	IT DIRECTOR	MANAGEMENT	9,803.86	10,294.07	10,808.76	11,349.20	11,916.67	12,512.48	13,138.10
			56.56	59.39	62.36	65.48	68.75	72.19	75.80
1036	IT MANAGER	MANAGEMENT	8,915.79	9,361.56	9,829.65	10,321.11	10,837.19	11,379.03	11,948.00
			51.44	54.01	56.71	59.54	62.52	65.65	68.93

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7041	IT SPECIALIST I	CLERICAL	4,548.83	4,776.24	5,015.08	5,265.82	5,529.12	5,805.56	6,095.83
			26.24	27.56	28.93	30.38	31.90	33.49	35.17
7042	IT SPECIALIST II	CLERICAL	5,054.23	5,306.95	5,572.28	5,850.91	6,143.43	6,450.60	6,773.13
			29.16	30.62	32.15	33.76	35.44	37.22	39.08
7030	JUNIOR PLANNER	CLERICAL	4,554.03	4,781.70	5,020.82	5,271.83	5,535.44	5,812.19	6,102.81
			26.27	27.59	28.97	30.41	31.94	33.53	35.21
2013	LABORATORY MANAGER	MID-MGT	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2047	LANDFILL OPS SUPVR	MID-MGT	4,660.61	4,893.66	5,138.34	5,395.24	5,665.01	5,948.26	6,245.68
			26.89	28.23	29.64	31.13	32.68	34.32	36.03
4008	LEAD CUSTODIAN	OE3	3,378.07	3,546.96	3,724.35	3,910.55	4,106.07	4,311.39	4,526.97
			19.49	20.46	21.49	22.56	23.69	24.87	26.12
3006	LEGAL ASSISTANT	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
2014	LIBRARIAN	MID-MGT	4,389.30	4,608.80	4,839.21	5,081.20	5,335.24	5,602.00	5,882.09
			25.32	26.59	27.92	29.31	30.78	32.32	33.94
7012	LIBRARY ASSISTANT	CLERICAL	3,642.60	3,824.73	4,015.96	4,216.77	4,427.58	4,648.93	4,881.37
			21.02	22.07	23.17	24.33	25.54	26.82	28.16
7013	LIBRARY CLERK	CLERICAL	3,091.88	3,246.47	3,408.80	3,579.20	3,758.17	3,946.11	4,143.40
			17.84	18.73	19.67	20.65	21.68	22.77	23.90
7031	LIBRARY COMP OPR	CLERICAL	3,697.59	3,882.47	4,076.58	4,280.42	4,494.45	4,719.20	4,955.12
			21.33	22.40	23.52	24.69	25.93	27.23	28.59
1022	LIBRARY DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05

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7032	LIFE SAFETY OFFICER	CLERICAL	5,861.83	6,154.94	6,462.69	6,785.83	7,125.13	7,481.37	7,855.42
			33.82	35.51	37.28	39.15	41.11	43.16	45.32
2015	LIT OUTREACH COORD	MID-MGT	4,953.63	5,201.30	5,461.34	5,734.43	6,021.12	6,322.20	6,638.32
			28.58	30.01	31.51	33.08	34.74	36.47	38.30
7014	LITERACY PRGM ASSIST	CLERICAL	3,642.60	3,824.73	4,015.96	4,216.77	4,427.58	4,648.93	4,881.37
			21.02	22.07	23.17	24.33	25.54	26.82	28.16
8302	MAYOR	COUNCIL	689.06						
			3.98						
1057	MULTIMED/COMM ANALYS	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
2016	MUNI SRVCS OPS MGR	MID-MGT	6,122.78	6,428.91	6,750.34	7,087.88	7,442.24	7,814.34	8,205.10
			35.32	37.09	38.94	40.89	42.94	45.08	47.34
2048	NATURE CENTER COORD	MID-MGT	4,052.01	4,254.62	4,467.36	4,690.73	4,925.27	5,171.53	5,430.10
			23.38	24.55	25.77	27.06	28.42	29.84	31.33
2049	NBHD OUTREACH COORD	MID-MGT	3,498.34	3,673.24	3,856.93	4,049.78	4,252.26	4,464.87	4,688.10
			20.18	21.19	22.25	23.36	24.53	25.76	27.05
2050	NETWORK ADMIN	MID-MGT	6,283.98	6,598.17	6,928.09	7,274.50	7,638.24	8,020.13	8,421.12
			36.25	38.07	39.97	41.97	44.07	46.27	48.58
7033	OFFICE ASSISTANT I	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82
7034	OFFICE ASSISTANT II	CLERICAL	3,391.14	3,560.68	3,738.71	3,925.65	4,121.95	4,328.05	4,544.45
			19.56	20.54	21.57	22.65	23.78	24.97	26.22
2017	PARK MAINT SUPVR	MID-MGT	4,380.55	4,599.57	4,829.54	5,071.02	5,324.58	5,590.82	5,870.39
			25.27	26.54	27.86	29.26	30.72	32.25	33.87

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4009	PARK MAINT WORKER I	OE3	3,029.39	3,180.84	3,339.90	3,506.88	3,682.23	3,866.33	4,059.68
			17.48	18.35	19.27	20.23	21.24	22.31	23.42
4010	PARK MAINT WORKER II	OE3	3,378.07	3,546.96	3,724.35	3,910.55	4,106.07	4,311.39	4,526.97
			19.49	20.46	21.49	22.56	23.69	24.87	26.12
2051	PARK SVCS MANAGER	MID-MGT	5,254.51	5,517.24	5,793.10	6,082.79	6,386.92	6,706.27	7,041.56
			30.31	31.83	33.42	35.09	36.85	38.69	40.62
4011	PARKNG CONTROL OFFCR	OE3	3,324.49	3,490.72	3,665.24	3,848.52	4,040.94	4,242.98	4,455.14
			19.18	20.14	21.15	22.20	23.31	24.48	25.70
1024	PARKS SUPERINTENDENT	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2071	PAYROLL ANALYST	MID-MGT	5,352.23	5,619.81	5,900.81	6,195.84	6,505.63	6,830.92	7,172.47
			30.88	32.42	34.04	35.75	37.53	39.41	41.38
3009	PAYROLL COORDINATOR	CONFIDENTL	4,035.85	4,237.63	4,449.51	4,672.01	4,905.59	5,150.90	5,408.41
			23.28	24.45	25.67	26.95	28.30	29.72	31.20
1023	PCS DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
7035	PERMIT CLERK	CLERICAL	3,560.85	3,738.93	3,925.87	4,122.17	4,328.26	4,544.69	4,771.89
			20.54	21.57	22.65	23.78	24.97	26.22	27.53
2074	PERMIT SERVE SUPVR	MID-MGT	4,704.74	4,939.96	5,186.96	5,446.31	5,718.64	6,004.57	6,304.78
			27.14	28.50	29.92	31.42	32.99	34.64	36.37
7036	PERMIT TECHNICIAN	CLERICAL	4,666.50	4,830.30	4,994.10	5,157.90	5,321.70	5,485.50	5,649.30
			26.92	27.87	28.81	29.76	30.70	31.65	32.59
1037	PERSONNEL OFFICER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53

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3010	PERSONNEL TECHNICIAN	CONFIDENTL	4,105.01	4,310.28	4,525.78	4,752.06	4,989.66	5,239.15	5,501.12
			23.68	24.87	26.11	27.42	28.79	30.23	31.74
1046	POLICE CAPTAIN	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
1021	POLICE CHIEF	MANAGEMENT	11,538.32	12,115.26	12,721.02	13,357.09	14,024.94	14,726.18	15,462.50
			66.57	69.90	73.39	77.06	80.91	84.96	89.21
7017	POLICE CLERK I	CLERICAL	3,450.98	3,623.53	3,804.71	3,994.94	4,194.71	4,404.36	4,624.58
			19.91	20.91	21.95	23.05	24.20	25.41	26.68
7018	POLICE CLERK II	CLERICAL	3,798.04	3,987.92	4,187.34	4,396.71	4,616.52	4,847.35	5,089.72
			21.91	23.01	24.16	25.37	26.63	27.97	29.36
7043	POLICE CLERK III	CLERICAL	4,176.27	4,385.10	4,604.34	4,834.57	5,076.28	5,330.13	5,596.63
			24.09	25.30	26.56	27.89	29.29	30.75	32.29
1038	POLICE FIN TECH MGR	MANAGEMENT	7,373.73	7,742.39	8,129.53	8,536.00	8,962.79	9,410.94	9,881.50
			42.54	44.67	46.90	49.25	51.71	54.29	57.01
1047	POLICE FISCAL MNGR	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
5501	POLICE LIEUTENANT	POLICE MM	9,725.80	10,212.09	10,722.70	11,258.82	11,821.77	12,412.88	13,033.50
			56.11	58.92	61.86	64.95	68.20	71.61	75.19
1054	POLICE MEDIA&COMM SP	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
5001	POLICE OFFICER	POLICE	6,559.95	6,887.96	7,232.36	7,593.97	7,973.68	8,372.37	8,790.99
			37.85	39.74	41.73	43.81	46.00	48.30	50.72
5002	POLICE OFFICER TRAIN	POLICE	6,055.81	6,358.60	6,676.54	7,010.36	7,360.88	7,728.93	8,115.40
			34.94	36.68	38.52	40.44	42.47	44.59	46.82

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5502	POLICE SERGEANT	POLICE MM	7,947.70	8,345.09	8,762.35	9,200.47	9,660.50	10,143.51	10,650.68
			45.85	48.14	50.55	53.08	55.73	58.52	61.45
4012	POLICE SRVC SPCLST	OE3	3,850.64	4,043.17	4,245.32	4,457.59	4,680.48	4,914.48	5,162.67
			22.22	23.33	24.49	25.72	27.00	28.35	29.78
1025	PRINCIPAL ENGINEER	MANAGEMENT	8,305.03	8,720.27	9,156.29	9,614.09	10,094.78	10,599.53	11,129.52
			47.91	50.31	52.82	55.47	58.24	61.15	64.21
1026	PRINCIPAL LIBRARIAN	MANAGEMENT	5,726.18	6,012.46	6,313.10	6,628.77	6,960.20	7,308.21	7,673.64
			33.04	34.69	36.42	38.24	40.16	42.16	44.27
1027	PRINCIPAL PLANNER	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
2018	PROCESS CENTER COORD	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
1028	PROJECT MANAGER	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
1039	PROMO & COMM COORD	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
4013	PROP & EVID TECH I	OE3	3,311.23	3,476.79	3,650.64	3,833.16	4,024.84	4,226.08	4,437.38
			19.10	20.06	21.06	22.11	23.22	24.38	25.60
4041	PROP & EVID TECH II	OE3	3,729.44	3,915.90	4,111.71	4,317.28	4,533.14	4,759.78	4,997.81
			21.52	22.59	23.72	24.91	26.15	27.46	28.83
4055	PROP & EVID TECH III	OE3	4,029.50	4,230.98	4,442.56	4,664.66	4,897.90	5,142.80	5,399.94
			23.25	24.41	25.63	26.91	28.26	29.67	31.15
2019	PROPERTY & EVID SUPV	MID-MGT	4,453.06	4,675.71	4,909.54	5,154.98	5,412.75	5,683.38	5,967.56
			25.69	26.98	28.32	29.74	31.23	32.79	34.43

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4014	PUB DROPOFF ATTN I	OE3	3,288.16	3,452.56	3,625.16	3,806.44	3,996.76	4,196.60	4,406.44
			18.97	19.92	20.91	21.96	23.06	24.21	25.42
4042	PUB DROPOFF ATTN II	OE3	3,615.63	3,796.43	3,986.26	4,185.55	4,394.91	4,614.52	4,845.23
			20.86	21.90	23.00	24.15	25.36	26.62	27.95
1015	PW & U DIRECTOR	MANAGEMENT	10,943.23	11,490.40	12,064.91	12,668.18	13,301.56	13,966.64	14,664.98
			63.13	66.29	69.61	73.09	76.74	80.58	84.61
1051	PW ADMIN SRVCS MNGR	MANAGEMENT	8,205.99	8,616.31	9,047.09	9,499.49	9,974.45	10,473.17	10,996.81
			47.34	49.71	52.19	54.80	57.54	60.42	63.44
2052	READ&COMP LIT COORD	MID-MGT	4,807.29	5,047.66	5,300.04	5,565.04	5,843.28	6,135.46	6,442.24
			27.73	29.12	30.58	32.11	33.71	35.40	37.17
2021	REC COORDINATOR	MID-MGT	3,877.68	4,071.58	4,275.14	4,488.90	4,713.35	4,949.01	5,196.47
			22.37	23.49	24.66	25.90	27.19	28.55	29.98
2053	REC FACILITIES COORD	MID-MGT	3,877.68	4,071.58	4,275.14	4,488.90	4,713.35	4,949.01	5,196.47
			22.37	23.49	24.66	25.90	27.19	28.55	29.98
2022	REC SPECIALIST	MID-MGT	3,367.95	3,536.37	3,713.17	3,898.83	4,093.77	4,298.47	4,513.38
			19.43	20.40	21.42	22.49	23.62	24.80	26.04
1040	REC SUPERINTENDENT	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2023	REC SUPERVISOR	MID-MGT	4,259.65	4,472.65	4,696.29	4,931.10	5,177.64	5,436.51	5,708.34
			24.57	25.80	27.09	28.45	29.87	31.36	32.93
2054	REC SVCS MNGR	MID-MGT	4,660.61	4,893.66	5,138.34	5,395.24	5,665.01	5,948.26	6,245.68
			26.89	28.23	29.64	31.13	32.68	34.32	36.03
2020	RECORDS SUPERVISOR	MID-MGT	4,451.16	4,673.72	4,907.41	5,152.79	5,410.41	5,680.94	5,964.99
			25.68	26.96	28.31	29.73	31.21	32.77	34.41

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7044	RECREATION ASSISTANT	CLERICAL	2,788.74	2,928.16	3,074.59	3,228.33	3,389.75	3,559.25	3,737.20
			16.09	16.89	17.74	18.63	19.56	20.53	21.56
1041	REDEVELOPMENT MGR	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
2024	REV COLLEC SUPVR	MID-MGT	4,618.86	4,849.82	5,092.32	5,346.94	5,614.27	5,894.96	6,189.71
			26.65	27.98	29.38	30.85	32.39	34.01	35.71
4015	SOLID WASTE AIDE I	OE3	2,605.05	2,735.29	2,872.05	3,015.65	3,166.43	3,324.75	3,490.98
			15.03	15.78	16.57	17.40	18.27	19.18	20.14
4043	SOLID WASTE AIDE II	OE3	2,867.41	3,010.74	3,161.28	3,319.33	3,485.30	3,659.57	3,842.54
			16.54	17.37	18.24	19.15	20.11	21.11	22.17
4044	SOURCE CONTROL INSP	OE3	4,482.42	4,706.54	4,941.86	5,188.95	5,448.41	5,720.82	6,006.87
			25.86	27.15	28.51	29.94	31.43	33.00	34.66
2025	SOURCE CONTROL MGR	MID-MGT	6,061.86	6,364.97	6,683.21	7,017.40	7,368.27	7,736.67	8,123.48
			34.97	36.72	38.56	40.49	42.51	44.63	46.87
7038	SPC PROJ INSPECTOR	CLERICAL	5,283.07	5,547.23	5,824.61	6,115.85	6,421.63	6,742.71	7,079.84
			30.48	32.00	33.60	35.28	37.05	38.90	40.85
4048	SPC PROJ UTILITY WKR	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
7019	SR ACCOUNTING ASSIST	CLERICAL	4,158.44	4,366.33	4,584.69	4,813.92	5,054.62	5,307.34	5,572.71
			23.99	25.19	26.45	27.77	29.16	30.62	32.15
1029	SR ADMIN ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2001	SR BUILDNG INSPECTOR	MID-MGT	6,302.83	6,618.00	6,948.89	7,296.34	7,661.14	8,044.21	8,446.43
			36.36	38.18	40.09	42.09	44.20	46.41	48.73

Effective: 6/18/2019

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2057	SR CIVIL ENGINEER	MID-MGT	6,930.67	7,277.18	7,641.03	8,023.08	8,424.24	8,845.44	9,287.76
			39.98	41.98	44.08	46.29	48.60	51.03	53.58
2058	SR CONST INSPECTOR	MID-MGT	5,468.84	5,742.32	6,029.42	6,330.89	6,647.44	6,979.81	7,328.82
			31.55	33.13	34.79	36.52	38.35	40.27	42.28
2059	SR ENGINEERING ASSOC	MID-MGT	6,827.51	7,168.89	7,527.35	7,903.72	8,298.90	8,713.84	9,149.53
			39.39	41.36	43.43	45.60	47.88	50.27	52.79
1053	SR FINANCIAL ANALYST	MANAGEMENT	7,017.27	7,368.12	7,736.52	8,123.35	8,529.52	8,955.98	9,403.79
			40.48	42.51	44.63	46.87	49.21	51.67	54.25
1048	SR HR ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2026	SR INT WASTE WORKER	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
1055	SR IT ANALYST	MANAGEMENT	7,327.10	7,693.47	8,078.14	8,482.05	8,906.15	9,351.46	9,819.03
			42.27	44.39	46.60	48.93	51.38	53.95	56.65
2079	SR IT SPECIALIST	MID-MGT	5,397.71	5,667.59	5,950.97	6,248.52	6,560.95	6,889.00	7,233.44
			31.14	32.70	34.33	36.05	37.85	39.74	41.73
2028	SR LIBRARIAN	MID-MGT	4,541.05	4,768.10	5,006.52	5,256.83	5,519.67	5,795.66	6,085.43
			26.20	27.51	28.88	30.33	31.84	33.44	35.11
7020	SR LIBRARY ASSIST	CLERICAL	3,930.07	4,126.59	4,332.90	4,549.55	4,777.02	5,015.90	5,266.67
			22.67	23.81	25.00	26.25	27.56	28.94	30.38
4016	SR PARK MAINT WORKER	OE3	3,703.40	3,888.60	4,083.02	4,287.18	4,501.51	4,726.61	4,962.92
			21.37	22.43	23.56	24.73	25.97	27.27	28.63
2066	SR PLANNER	MID-MGT	6,665.69	6,998.98	7,348.94	7,716.37	8,102.19	8,507.33	8,932.67
			38.46	40.38	42.40	44.52	46.74	49.08	51.53

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1030	SR UTILITIES ENGR	MANAGEMENT	7,860.80	8,253.83	8,666.54	9,099.87	9,554.87	10,032.58	10,534.20
			45.35	47.62	50.00	52.50	55.12	57.88	60.77
4017	SR WATER OPR	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2073	SR. CODE ENFORCE OFF	MID-MGT	5,774.60	6,063.33	6,366.49	6,684.82	7,019.07	7,370.00	7,738.51
			33.32	34.98	36.73	38.57	40.49	42.52	44.65
4018	STREET SWEEPER OPR	OE3	3,432.54	3,604.16	3,784.34	3,973.58	4,172.26	4,380.89	4,599.94
			19.80	20.79	21.83	22.92	24.07	25.27	26.54
2063	SUPVR EQUIP MECH	MID-MGT	4,802.50	5,042.59	5,294.77	5,559.49	5,837.46	6,129.35	6,435.78
			27.71	29.09	30.55	32.07	33.68	35.36	37.13
2072	SUPVR PLANS EXAMINER	MID-MGT	6,569.29	6,897.76	7,242.65	7,604.78	7,985.01	8,384.26	8,803.49
			37.90	39.79	41.78	43.87	46.07	48.37	50.79
1042	SW DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
2061	SW OPS SUPERVISOR	MID-MGT	4,415.71	4,636.49	4,868.33	5,111.73	5,367.33	5,635.70	5,917.47
			25.48	26.75	28.09	29.49	30.97	32.51	34.14
2062	SW SVCS MANAGER	MID-MGT	5,099.29	5,354.29	5,622.00	5,903.08	6,198.25	6,508.17	6,833.56
			29.42	30.89	32.43	34.06	35.76	37.55	39.42
2075	TRAFFIC OPS MANAGER	MID-MGT	6,602.22	6,932.34	7,278.94	7,642.90	8,025.03	8,426.30	8,847.58
			38.09	39.99	41.99	44.09	46.30	48.61	51.04
2030	TRAFFIC SYSTMS COORD	MID-MGT	4,923.99	5,170.19	5,428.67	5,700.11	5,985.16	6,284.40	6,598.63
			28.41	29.83	31.32	32.89	34.53	36.26	38.07
2064	TRANSPORTATION ENGIN	MID-MGT	7,184.56	7,543.79	7,920.97	8,317.01	8,732.88	9,169.53	9,628.00
			41.45	43.52	45.70	47.98	50.38	52.90	55.55

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4020	UTIL MAINT MECH I	OE3	4,889.65	5,134.16	5,390.84	5,660.40	5,943.41	6,240.56	6,552.59
			28.21	29.62	31.10	32.66	34.29	36.00	37.80
4021	UTIL MAINT MECH II	OE3	5,403.67	5,673.85	5,957.55	6,255.41	6,568.21	6,896.63	7,241.43
			31.18	32.73	34.37	36.09	37.89	39.79	41.78
2031	UTIL MAINT SUPVR	MID-MGT	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2032	UTILITY CREW LEADER	MID-MGT	5,225.35	5,486.63	5,760.95	6,048.99	6,351.43	6,669.02	7,002.45
			30.15	31.65	33.24	34.90	36.64	38.48	40.40
4022	UTILITY WORKER I	OE3	3,442.86	3,614.98	3,795.72	3,985.52	4,184.79	4,394.04	4,613.74
			19.86	20.86	21.90	22.99	24.14	25.35	26.62
4023	UTILITY WORKER II	OE3	3,889.32	4,088.72	4,287.99	4,502.38	4,727.49	4,963.88	5,212.07
			22.44	23.59	24.74	25.98	27.27	28.64	30.07
4024	UTILITY WORKER III	OE3	4,509.40	4,734.84	4,971.59	5,220.17	5,481.19	5,755.23	6,043.01
			26.02	27.32	28.68	30.12	31.62	33.20	34.86
4047	UTL ELC/INST TECH I	OE3	5,403.67	5,673.85	5,957.55	6,255.41	6,568.21	6,896.63	7,241.43
			31.18	32.73	34.37	36.09	37.89	39.79	41.78
4019	UTL ELC/INST TECH II	OE3	5,749.12	6,036.57	6,338.41	6,655.33	6,988.09	7,337.50	7,704.36
			33.17	34.83	36.57	38.40	40.32	42.33	44.45
2033	VEH SRVC SUPERVISOR	MID-MGT	5,307.32	5,572.71	5,851.32	6,143.87	6,451.10	6,773.63	7,112.32
			30.62	32.15	33.76	35.45	37.22	39.08	41.03
2065	VOLUNTEER COORD	MID-MGT	4,500.38	4,725.39	4,961.67	5,209.75	5,470.25	5,743.75	6,030.94
			25.96	27.26	28.63	30.06	31.56	33.14	34.79
4025	WASTEWATER OPR I	OE3	4,745.22	4,982.47	5,231.61	5,493.19	5,767.86	6,056.22	6,359.06
			27.38	28.75	30.18	31.69	33.28	34.94	36.69

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4026	WASTEWATER OPR II	OE3	5,244.03	5,506.24	5,781.53	6,070.61	6,374.14	6,692.86	7,027.50
			30.25	31.77	33.36	35.02	36.77	38.61	40.54
4027	WASTEWATER OPR III	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
1043	WATER DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
4028	WATER OPERATOR I	OE3	4,745.22	4,982.47	5,231.61	5,493.19	5,767.86	6,056.22	6,359.06
			27.38	28.75	30.18	31.69	33.28	34.94	36.69
4029	WATER OPERATOR II	OE3	5,244.03	5,506.24	5,781.53	6,070.61	6,374.14	6,692.86	7,027.50
			30.25	31.77	33.36	35.02	36.77	38.61	40.54
2035	WATER OPS SUPERVIROR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.23	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
4030	WATER QLITY CHEMIST	OE3	5,259.78	5,522.75	5,798.91	6,088.85	6,393.27	6,712.96	7,048.62
			30.34	31.86	33.46	35.13	36.88	38.73	40.67
4031	WATER QLITY LAB TECH	OE3	4,731.03	4,967.58	5,215.95	5,476.75	5,750.59	6,038.11	6,340.04
			27.29	28.66	30.09	31.60	33.18	34.84	36.58
2070	WATER SERV CREW LEAD	MID-MGT	5,470.81	5,744.33	6,031.55	6,333.12	6,649.78	6,982.30	7,331.39
			31.56	33.14	34.80	36.54	38.36	40.28	42.30
4049	WATER SERV TECH I	OE3	3,770.04	3,958.54	4,156.47	4,364.30	4,582.50	4,811.63	5,052.19
			21.75	22.84	23.98	25.18	26.44	27.76	29.15
4050	WATER SERV TECH II	OE3	4,258.93	4,471.87	4,695.47	4,930.25	5,176.75	5,435.60	5,707.37
			24.57	25.80	27.09	28.44	29.87	31.36	32.93
4051	WATER SERV TECH III	OE3	4,937.94	5,186.00	5,444.05	5,716.25	6,002.08	6,302.18	6,617.30
			28.49	29.92	31.41	32.98	34.63	36.36	38.18

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2068	WATER SERVICES MGR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.21	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
2069	WATER SERVICES SUP	MID-MGT	6,186.48	6,495.80	6,820.60	7,161.64	7,519.70	7,895.70	8,290.49
			35.69	37.48	39.35	41.32	43.38	45.55	47.83
1031	WW DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
2034	WW OPS SUPERVISOR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.23	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
1044	WW TRTMNT FAC MGR	MANAGEMENT	7,477.62	7,851.50	8,244.06	8,656.27	9,089.08	9,543.54	10,020.70
			43.14	45.30	47.56	49.94	52.44	55.06	57.81
2067	YOUTH SPECIALIST	MID-MGT	4,047.98	4,250.35	4,462.88	4,686.02	4,920.35	5,166.35	5,424.68
			23.35	24.52	25.75	27.03	28.39	29.81	31.30

RESOLUTION NO. _____ (CM)
RESOLUTION NO. _____ (SHA)
RESOLUTION NO. _____ (SA)

A JOINT RESOLUTION OF THE CITY COUNCIL AND THE CITY COUNCIL IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE, AND THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019-2020, ACCEPTING PROPOSED BUDGET FOR FISCAL YEAR 2020-2021, PROVIDING FOR CERTAIN TRANSFERS OF FUNDS, AND APPROVING FIVE YEAR (2019-2024) CAPITAL IMPROVEMENT PROGRAM (CIP)

WHEREAS, pursuant to § 1103 of the Charter of the City of Watsonville a proposed two-year budget for fiscal years 2019-2020 and 2020-2021 has been submitted to the City Council by the City Manager and the City Council has reviewed and made revisions as it deemed advisable; and

WHEREAS, pursuant to Section 1104 of the Charter, the Council fixed the time and place for holding the public hearing on the proposed budget; and

WHEREAS, copies of the proposed budget have been and are available for inspection by the public at the Office of the City Clerk at least ten (10) days before the hearing to consider final adoption; and

WHEREAS, pursuant to Section 1104 of the City Charter, a public hearing was held to consider the adoption of the proposed budget after due notice as provided by law at which time interested persons desiring to be heard were given such opportunity; and

WHEREAS, after the conclusion of the public hearing the Council further considered the proposed budget and made any revisions thereto that it deemed advisable; and

WHEREAS, the appropriate officers, departments, boards, and commissions of the City identified all public improvements proposed in Watsonville; and

WHEREAS, on May 7, 2019, the Planning Commission reviewed said identified public improvements and listed and classified same with a coordinated program of proposed public improvements for the 2019-2024 period according to a logical order or priority; and

WHEREAS, the Planning Commission recommended a coordinated program of proposed public improvements for the 2019-2024 period to the City Manager and Council, and

WHEREAS, § 1105 of the Charter provides after submission of the proposed budget, but before the beginning of the ensuing fiscal year, the Council shall adopt a final budget with revisions, if any, and said final budget shall be certified by the City Clerk.

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

Section 1. Approval of 2019-2020 and 2020-2021 Budget. That the City of Watsonville and the City Council in its Capacity as the Housing Successor Agency to the Former Redevelopment Agency of the City of Watsonville proposed two-year budget, 2019-2020 and 2020-2021, presented by the City Manager to the members of the City Council, and filed with the City Clerk, and as thereafter amended by the City Council, a copy of which budget is on file in the Office of the City Clerk, is hereby approved as to form in the amount of \$164.1 million for the fiscal year ending June 30, 2020, and \$140 million for fiscal year ending June 30, 2021.

Section 2. Approval of 2019-2020 and 2020-2021 Successor Agency

Budget. That the Successor Agency for the Former Redevelopment Agency of the City of Watsonville proposed two-year budget, 2019-2020 and 2020-2021, presented by the City Manager to the members of the Agency, and filed with the City Clerk, and as thereafter amended by the Agency Members, a copy of which budget is on file in the Office of the City Clerk, is hereby approved as to form in the amount of \$2.4 million for the fiscal year ending June 30, 2020, and \$2.2 million for fiscal year ending June 30, 2021.

Section 3. Adoption of 2019-2020 Budget. That the portion of the proposed two year budget applicable to the 2019-2020 fiscal year presented by the City Manager to the members of the City Council, and filed with the City Clerk, and as thereafter amended by the City Council, a copy of which budget is on file in the Office of the City Clerk, is hereby approved as the final budget in the amount of \$166.6 million for the fiscal year ending June 30, 2020, and the several amounts stated therein as proposed expenditures are hereby appropriated for the objects therein described on Exhibit "A," attached hereto and incorporated herein.

Section 4. Appropriations. That from the effective date of the adopted budget, the amounts stated in said budget as proposed expenditures are hereby appropriated to the offices, agencies and departments for the respective objects specified in said adopted budget.

Section 5. Council Transfers. That the City Council is authorized pursuant to Section 1107 of the Charter of the City of Watsonville, after adoption of the budget, to amend or supplement the budget as to authorize the transfer of unused balances

appropriated from one purpose to another purpose, or to appropriate available revenue not appropriated in the budget.

Section 6. Fund Balance. That the City Council is authorized to amend the final budget to state the exact fund balance on July 1, 2019, in lieu of the estimates contained in the proposed budget.

Section 7. Lapse of Appropriations. Pursuant to § 1107 of the Charter, all such appropriations shall lapse at the end of the 2019-2020 fiscal year except to the extent that they shall have been expended or lawfully encumbered.

Section 8. Manager Transfers. That the City Manager is authorized to transfer appropriations within fund budgets; provided, however, that the total appropriations are not increased thereby.

Section 9. Finance Transfers. That the Administrative Services Director is authorized to transfer appropriations among the items within departmental budgets, excepting there from Salary and Capital accounts.

Section 10. Capital Improvement Program. That the Capital Improvement Program for 2019-2024, attached as a part of the 2019-2020 and 2020-2021 budgets, as amended by the City Council, is hereby approved, except for the General Fund CIP Expenditure items. Capital projects carried over from prior periods (reappropriated), as amended by Council are hereby approved, except as already expended.

Section 11. Excess Expenditures. Pursuant to § 1107 of the Charter, except to the extent provided in this resolution, no officer, department or agency of the City shall, during any fiscal year, expend or incur any obligation to expend money for any purposes not authorized by or in excess of the amounts appropriated by this budget, as amended, for a given classification or expenditure. For purposes of expending or

incurring such obligation, classification means the same as the term “fund” defined in the Budget.

Section 12. Public Copy Available. Pursuant to § 1105 of the Charter, a copy of the adopted budget, certified by the City Clerk shall be placed on file in the office of the City Clerk where it shall be available for public inspection. Certified copies shall be reproduced and copies made available for use by all officers, offices, departments and other agencies of the City and for use by civic organizations

**CITY OF WATSONVILLE & SUCCESSOR AGENCY
OF THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE
BUDGET APPROPRIATIONS
BY FUND**

FUNDS:		FISCAL	FISCAL
		YEAR	YEAR
NUMBER	DESCRIPTION	2019-20	2020-21
150	GENERAL	45,246,885	45,934,976
160	RETIREMENT	3,849,200	3,958,000
204	HOUSING	599,328	599,609
205	CDBG	1,369,344	1,112,877
206	ENTERPRISE ZONE	28,566	-
209/210	OTHER RAH GRANTS	817,392	819,128
215	RELOCATION	80,000	85,000
221	INCLUSIONARY HOUSING	930,284	994,017
225	BUSINESS DEVELOPMENT	97,900	97,900
245	ABANDONED VEHICLE AUTHORITY	82,912	82,912
246	CIVIC CENTER COMMON AREA MAINTENANCE	323,938	326,769
250	LIBRARY	3,693,220	3,877,811
265	PEG	41,593	43,677
281	PARKS DEVELOPMENT	-	-
305	GAS TAX	8,608,426	2,046,661
306	SB1 GAS TAX	1,593,566	805,000
309	PARKING GARAGE	179,657	172,832
310	MEASURE G	5,608,219	4,250,144
312	TRANSPORTATION	2,284,195	971,000
338/352	IMPACT FEES	1,773,203	185,000
354	LLMAD	201,592	211,571
825	NARCOTICS FORFEITURE	115,000	-
510	DEBT SERVICE	967,415	863,671
710	WASTE WATER	30,315,328	17,204,342
720	WATER	24,068,690	21,933,720
730	AIRPORT	4,880,125	4,226,595
740	SOLID WASTE	15,905,793	17,498,533
741	LANDFILL CLOSURE	310,761	360,761
789	FIBER OPTIC	100,205	100,399
780/785	INTERNAL SERVICES	10,580,480	11,087,345
202	SUCCESSORY AGENCY	2,482,175	2,201,721
TOTAL APPROPRIATIONS		167,135,391	142,051,969
City of Watsonville		164,053,888	139,250,639
Housing Successor Agency of the Former Redevelopment Agency		599,328	599,609
Successor Agency of the Former Redevelopment Agency		2,482,175	2,201,721
Total Appropriations		167,135,391	142,051,969

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE ESTABLISHING TOTAL ANNUAL APPROPRIATIONS
PURSUANT TO CALIFORNIA STATE CONSTITUTION ARTICLE XIII-B
FOR FISCAL YEAR 2019-2020**

[Proposition 4 Gann spending limit]

WHEREAS, the initiative commonly referred to as Proposition 4 Gann spending limit adopted November 6, 1979, by the state electorate provided for Article XIII-B of the State Constitution to establish government spending limitations, and requires the establishment of total annual appropriations subject to certain limitations and adjustments for change.

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

That the total annual appropriations limit (Proposition 4 Gann spending limit) for the City of Watsonville General Fund during the fiscal year 2019-2020 is \$141,491,991; the amended budget subject to the spending limit is \$31,468,140 as set forth in Exhibit "A," a copy of which is attached hereto, and is hereby approved and adopted.

Proposition 4 Calculation
For Fiscal Year 2019-20

Spending Limit Calculation

[a]	2018-19 Limit	\$ 135,609,137
<u>Calculation of Growth Factor</u>		
	Change in Population	3.850%
	Non-resident, New Const. Assessment Growth	0
	Change in California Per Capita Person Income	0.470%
[b]	Growth Factor (1.0385 multiplied by 1.0047)	<u>1.04338095</u>
[c]	2019-20 Limit ([a] multiplied by [b])	<u><u>\$ 141,491,991</u></u>

2019-20 Gann Limit Proposed Spending

	Proposed General Fund Spending	\$ 45,155,798
	Less Non-tax General Fund Revenues:	
	Transfers In (non-tax)	(144,919)
	Use of Money and Property	(2,550,491)
	Fees	(10,992,248)
	In-lieu Charges	-
	Other non-tax revenue	<u>-</u>
[d]	Spending Subject to the Gann Limit	<u><u>\$ 31,468,140</u></u>
	Remaining Capacity ([d] subtracted from [c])	<u><u>\$ 110,023,851</u></u>

ORDINANCE NO. _____ (CM)

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE INSTRUCTING THE COUNTY OF SANTA CRUZ TO LEVY AND COLLECT A PROPERTY TAX ON TAXABLE PROPERTY IN THE CITY OF WATSONVILLE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, FIXING THE RATE OF 0.077% THEREOF AND ALLOCATING IT TO THE RETIREMENT FUND

WHEREAS, Proposition 13 [Article XIII of the State Constitution] does not apply to measures approved by the voters prior to the effective date of the Article XIII of the State Constitution; and

WHEREAS, participation in the State Employees Retirement System or other system for the retirement of City employees, hereinafter set forth, is a measure approved by the voters of the City of Watsonville prior to the effective date of Article XIII-A; and

WHEREAS, pursuant to Ordinance No. 437-78 (CM), as amended by Ordinance No. 670-85 (CM), the County of Santa Cruz is authorized to levy and collect ad valorem taxes on taxable property within the City of Watsonville; and

WHEREAS, on November 7, 2006, at a Special Municipal Election, the voters of the City of Watsonville approved Subdivision (3)(b) of Section 1122 of Article XI of the Charter of the City of Watsonville establishing the rate to be collected not to exceed 7.7 cents on each One Hundred and no/100th (\$100.00) Dollars of assessed valued.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT. The County of Santa Cruz is hereby instructed to levy upon the taxable property of the City of Watsonville for fiscal year beginning JULY 1, 2019, a property tax which is hereby fixed at the rate of 0.077% (pursuant to Subsection

1122(b)(3) of the Charter of the City of Watsonville), designated and to be allocated and divided among the funds of the City, as described and attached hereto on Exhibit "A."

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect immediately upon the adoption in accordance with Section 608(c) of the Charter.

SECTION 3. PUBLICATION. The City Clerk is hereby directed to cause this ordinance to be published in one regular issue of the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville within fifteen (15) days after its adoption.

CITY OF WATSONVILLE
Final Retirement Tax Calculations
with Levy Rate of 0.077%
Fiscal Year 2019-20

<u>General Fund Public Safety Departments</u>		<u>Retirement System Costs</u>
Police Department		
Police PERS		3,104,866
Police Social Security &/or Medicare		206,207
Alternate 457 for Temporary employees		2,540
Fire Department		
Fire PERS		1,640,313
Fire Social Security &/or Medicare		63,721
Alternate 457 for Temporary employees		1,340
<u>General Fund- Remaining Departments</u>		
PERS		1,970,086
Social Security		698,522
Alternate 457 for Temporary employees		14,053
Administration Fee Allocation Costs		-
Grand Total Needed		7,701,648
Less: Allowance for Turnover		(150,000)
Estimated General Fund Pension Costs		\$ 7,551,648
Less: Estimated Levy Proceeds (48% of total costs)		3,724,200
Amount supported by General Fund		\$ 3,827,448

CITY OF WATSONVILLE
Final Retirement Tax Calculations
with Levy Rate of 0.077%
Fiscal Year 2019-20

General Fund Retirement Program Costs

Police Department	\$	3,313,613
Fire Department		1,705,374
Other non-safety departments		<u>2,682,661</u>
Grand Total Needed		7,701,648
Less: Allowance for Turnover		<u>(150,000)</u>
Estimated General Fund Pension Costs	\$	7,551,648
Less: Estimated Levy Proceeds (48% of total costs)		<u>3,724,200</u>
Amount supported by General Fund	\$	3,827,448

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE CONTINUING THE VOLUNTARY TIME OFF PROGRAM
AVAILABLE TO EMPLOYEES THROUGH FISCAL YEAR 2019-2020**

WHEREAS, the City Council approved and offered City employees the Voluntary Time Off Program in May 2009, April 2010, April 2011, June 2012, 2013, 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, City staff recommends that the City Council reinstate the Voluntary Time Off Program for Fiscal Year 2019-2020; and

WHEREAS, the proposed Voluntary Time Off Program aims to encourage additional salary savings.

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

That the Voluntary Time Off (VTO) Program available until June 30, 2020, a copy of which is attached hereto and incorporated herein, is hereby adopted and approved.

**CITY OF WATSONVILLE
VOLUNTARY TIME OFF (VTO)
PROGRAM GUIDELINES
FY 2019 - 2020**



PURPOSE

The purpose of the Voluntary Time Off (VTO) program is to provide voluntary, personal leave without pay as a method to reduce City salary costs during times of rising pension and other personnel costs. Use of this program is strictly an effort to achieve salary savings and shall not be considered or construed as a lack of work. If the VTO does not result in cost savings to the City, creates staffing levels that cannot provide adequate service to the public, or hinders departmental operations, then the VTO leave may be denied.

PROGRAM

Participation in the VTO program requires approval of the employee's supervisor, department head, and City Manager under the conditions stated above.

VTO will only be allowed for employees who desire to reduce the weekly work schedule by whole hour increments for a defined period of time with a minimum of a 6 month commitment. VTO start and end must correspond to the beginning of a pay period.

Individual days off without pay will not be approved under the VTO program.

All employees approved to participate in the program must sign an agreement committing to the reduced work schedule for a defined time period with a minimum of 6 months.

The City shall continue to pay the same level of health benefits (medical, dental, vision, life, etc.) during a period of VTO as the employee qualified for prior to participation in the program. Employees maintain the same monthly contribution level for health insurance. All other accrued benefits (vacation, sick leave, holiday hours, admin leave, etc.) and all other monthly stipends\special pays will be pro-rated accordingly with the reduced schedule. For example, if an employee reduces to 75% time, vacation benefits will be accrued at a rate 25% less than if working full time. Qualifications for merit increases shall not be impacted by VTO. Seniority accruals shall not be impacted by VTO.

Employees may reduce their annual hours worked to approximately 1,720 hours and still receive a full year of service credit from the California Public Employees' Retirement System (CalPERS). The amount of worked hours required to earn a full year of service credit is established by CalPERS and subject to change. Employees who are concerned about their service credit accrual should consult with Human Resources before committing to the VTO program. Participation in the VTO program may impact retirement benefits and those considering participation in the VTO program during their last year of employment before retiring should consult with CalPERS about the potential impact on their retirement benefits. Employees are responsible for monitoring the effect of VTO on future retirement benefits.

For certain positions, granting of VTO may result in additional City costs, such as overtime, which offset or exceed savings from VTO or result in unacceptably low staffing levels, hindering the delivery of critical services to the public. In such cases, the purpose of VTO would not be achieved and the VTO request may not be authorized.

**CITY OF WATSONVILLE
VOLUNTARY TIME OFF (VTO)
PROGRAM GUIDELINES
FY 2019 - 2020**



VTO must result in savings to the City without compromising delivery of critical services to the public or having a material negative impact on departmental operations. The City Manager may cancel or suspend an employee's approved VTO if operational needs mandate the employee's services. Employees will be noticed about VTO cancellation in accordance with the schedule change provisions of the appropriate Memorandum of Understanding (MOU) or 14 days (whichever is greater).

VTO shall not be available to employees on other leaves without pay nor be used to extend or in place of other leaves of absence. Employees shall not use accrued paid time in lieu of VTO hours.

VTO used during a pay period shall not count as time worked toward the computation of overtime.

During VTO periods, employees remain responsible for paying the full health benefit premium that is normally deducted from every pay check.

PROCEDURE

1. Requests to enroll in the VTO program must be submitted in writing to the employee's supervisor or department head using the attached Voluntary Time Off (VTO) Request/Agreement.
2. The employee's supervisor shall review and make a statement regarding the workload impact, anticipated cost savings, and a recommendation regarding the request. The request shall then be forwarded to the department head.
3. The department head will review the employee's request and the supervisor's statement and, upon approval, forward it to the City Manager for final approval. The department head is responsible for ensuring that the VTO is consistent with the conditions and intent of the VTO policy.
4. Upon approval by the City Manager, the VTO form shall be distributed as follows: one copy to the employee, one copy to the initiating department, one copy to the Human Resources, and one copy to Payroll.
5. Once a VTO form is approved by the City Manager, it is binding upon the employee for the entire period at the agreed upon participation level unless it is found that continuation in the program will cause undue hardship to the employee due to unforeseen circumstances.
6. This program is in effect through the pay period including June 30, 2020.

**CITY OF WATSONVILLE
VOLUNTARY TIME OFF (VTO)
PROGRAM GUIDELINES
FY 2019 - 2020**



Employee Name: _____ Date: _____

Department: _____

Job Classification: _____ Division: _____

I hereby voluntarily request a reduction in my work schedule. I acknowledge there will be a reduction in my salary and my leave accruals will be pro-rated (i.e. vacation, sick leave, administrative leave, personal leave, and holiday hours). However, the City shall continue to pay the same level of benefits for the medical, dental, vision, and life insurance plans as I am entitled to prior to participation in the program. I am responsible for paying the full employee share of the medical plan as if I were a full-time employee. If approved, I agree to the reductions specified below.

Employee Signature: _____ Date: _____

For proposed workweek reduction, please specify enrollment period:

From: _____ To: _____

Specify number of proposed weekly hours: _____

Please detail your proposed weekly schedule:

**CITY OF WATSONVILLE
VOLUNTARY TIME OFF (VTO)
PROGRAM GUIDELINES
FY 2019 - 2020**



Supervisor

Signature: _____

Date: _____

I recommend ☐ Do not recommend ☐ this VTO enrollment.

Supervisor statement of workload impact, anticipated cost savings:

APPROVALS:

☐ This request is approved as it meets the goals and intent of the VTO program.

Department Head Signature:		Date:
City Manager Signature:		Date:

Comments:

DENIALS:

☐ This request is denied as it does not meet cost savings goals or it cannot be granted without negatively impacting departmental operations.

Department Head Signature:		Date:
City Manager Signature:		Date:

Comments:

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE ESTABLISHING THE CITY OF WATSONVILLE
RETIREMENT INCENTIVE PROGRAM AVAILABLE TO EMPLOYEES
FOR RETIREMENT DATES ON OR BEFORE NOVEMBER 30, 2019**

WHEREAS, in anticipation of growing pension costs in upcoming years, and other expected budgetary challenges, the City is proposing a Retirement Incentive Program available to employees; and

WHEREAS, the proposed Retirement Incentive Program aims to achieve salary savings, and minimize the impact on public services.

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

That the City of Watsonville Retirement Incentive Program, a copy of which is attached hereto and incorporated herein, is hereby established and approved.

City of Watsonville
Retirement Incentive Program
Available for retirement dates on or before November 30, 2019
Form Due to Supervisor\Department Head By August 1, 2019



PURPOSE

The purpose of the Retirement Incentive Program is to incentivize employees to retire early (provided that they meet minimum CalPERS requirements to retire) to reduce City salary and benefit costs in anticipation of growing pension costs in upcoming years and other expected budgetary challenges. Retirement dates must be after the first full pay period of the 2019-2020 fiscal year or July 27, 2019. Use of this Program is strictly an effort to achieve salary savings and shall not be considered or construed as a reduction in organizational need or work. If the Program does not result in cost savings to the City, creates staffing levels that cannot provide adequate service, or has a negative impact on departmental operations, then the application for the Program may not be approved. Participants are not eligible for rehire in any capacity as a retired annuitant.

PROGRAM

Eligible employees approved to participate in the Program, would allow any permanent/regular City employee to request a full retirement on or before November 30, 2019 and receive one of the following incentives:

- 1) Maintain their pre-existing medical plan coverage at their pre-existing employee premium levels for 24 months following retirement OR
- 2) A one-time, lump sum payment of \$15,000, in-lieu of medical plan coverage. The payment of the lump sum will correspond with the last pay period of employment.

PROCEDURE

1. Applications to participate in the Retirement Incentive Program shall be submitted in writing to the employee's supervisor or Department Head by August 1, 2019 using the attached Retirement Incentive agreement.
2. The employee's supervisor shall review and make a statement regarding the workload impact, anticipated cost savings, and a recommendation regarding the request. The request shall then be forwarded to the Department Head.
3. The Department Head shall review the employee's request and the supervisor's statement and, upon approval, forward it to the City Manager for final review and approval. The Department Head is responsible for ensuring that offering a Retirement Incentive to the employee is consistent with the conditions and intent of the program.
4. Upon approval by the City Manager, the Retirement Incentive approval form shall be distributed as follows: one copy to the employee, one copy to the initiating department, one copy to the Human Resources Department, and one copy to Payroll.

City of Watsonville
Retirement Incentive Program
Available for retirement dates on or before November 30, 2019
Form Due to Supervisor\Department Head By August 1, 2019



5. Once a Retirement Incentive form is approved by the City Manager, it is binding upon the employee except in cases where unforeseeable circumstances change causing undue hardship to the employee should he/she retire when indicated. These will be examined on a case by case basis.

City of Watsonville
Retirement Incentive Program
Available for retirement dates on or before November 30, 2019
Form Due to Supervisor\Department Head By August 1, 2019



Employee Name: _____ Date: _____

Department: _____

Job Classification: _____ Division: _____

I certify that I plan to retire on or around _____ (please give your best estimation of your retirement date). To qualify for participation in the program the date must be prior to November 30, 2019.

Please circle desired retirement incentive option:

- 1) Maintain pre-existing medical plan coverage at pre-existing employee premium levels for 24 months following retirement.

- 2) A one-time, lump sum payment of \$15,000

Employee Signature: _____ Date: _____

Supervisor _____ Date: _____

I recommend ☐ Do not recommend ☐ this Retirement Incentive request

Supervisor Statement of workload impact and anticipated cost savings:

APPROVALS:

☐ This request is approved as it meets the goals and intent of the Retirement Incentive Program.

Department Head Signature: _____ Date: _____

City Manager Signature: _____ Date: _____

Comments:

City of Watsonville
Retirement Incentive Program
Available for retirement dates on or before November 30, 2019
Form Due to Supervisor\Department Head By August 1, 2019



DENIALS:

☐ This request is denied as it does not achieve savings or it cannot be granted without impacting critical city services/programs or departmental operations.

Comments:

Department Head Signature:		Date:
City Manager Signature:		Date:

Comments:

RESOLUTION NO. _____(CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING THE CURRENT CITY OF WATSONVILLE
SALARY LIST IN CONFORMANCE WITH SECTION 570.5
(REQUIREMENT FOR A PUBLICLY AVAILABLE PAY SCHEDULE) OF
TITLE 2 (ADMINISTRATION) OF THE CALIFORNIA CODE OF
REGULATIONS AND LISTING ALL EMPLOYEE COMPENSATION
LEVELS ON A PUBLICLY AVAILABLE MASTER PAY SCHEDULE**

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with Section 570.5 of Title 2 of the California Code of Regulations, and meeting all of the following requirements thereof;

- 1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- 2) Identifies the position title for every employee position;
- 3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- 4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- 5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- 6) Indicates an effective date and date of any revisions;
- 7) Is retained by the employer and available for public inspection for not less than five years; and
- 8) Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to approve compensation levels for all bargaining groups of the City of Watsonville in one publicly available master pay

schedule in conformance with Section 570.5 of Title 2 of the California Code of Regulations.

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

1. That the Council hereby approves separate compensation levels for represented bargaining unit positions and unrepresented positions through, by and with the adoption of the single City of Watsonville Salary List attached hereto as Exhibit "A."

2. That the Council affirms the single City of Watsonville Salary List attached hereto meets all of the requirements of Section 570.5 of Title 2 of the California Code of Regulations, including but not limited to directing staff to post it at the City and make available for public review during normal business hours and/or post on the City's website and be retained by the City and available for public inspection for not less than five (5) years.

Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7021	ACCOUNTANT I	CLERICAL	4,834.16	5,075.87	5,329.68	5,596.15	5,875.96	6,169.78	6,478.29
			27.89	29.28	30.75	32.29	33.90	35.59	37.37
2036	ACCOUNTANT II	MID-MGT	5,540.38	5,817.44	6,108.29	6,413.68	6,734.37	7,071.09	7,424.65
			31.96	33.56	35.24	37.00	38.85	40.79	42.83
7001	ACCOUNTING ASSISTANT	CLERICAL	3,561.63	3,739.71	3,926.72	4,123.04	4,329.20	4,545.67	4,772.95
			20.55	21.58	22.65	23.79	24.98	26.23	27.54
7002	ACCOUNTING TECH	CLERICAL	4,530.87	4,757.42	4,995.27	5,245.02	5,507.28	5,782.64	6,071.80
			26.14	27.45	28.82	30.26	31.77	33.36	35.03
1004	ADMIN ANALYST	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
3001	ADMIN ASSIST I	CONFIDENTL	3,278.30	3,442.21	3,614.30	3,795.03	3,984.80	4,184.03	4,392.07
			18.91	19.86	20.85	21.89	22.99	24.14	25.34
3002	ADMIN ASSIST II	CONFIDENTL	3,633.76	3,815.46	4,006.21	4,206.52	4,416.84	4,637.69	4,869.58
			20.96	22.01	23.11	24.27	25.48	26.76	28.09
1003	ADMIN SVCS DIRECTOR	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.47
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
1005	ADMIN SVCS MANAGER	MANAGEMENT	8,205.99	8,616.31	9,047.09	9,499.49	9,974.45	10,473.17	10,996.81
			47.34	49.71	52.19	54.80	57.54	60.42	63.44
1052	AIRPORT DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
1006	AIRPORT MANAGER	MANAGEMENT	8,238.88	8,650.81	9,083.34	9,537.52	10,014.40	10,515.12	11,040.86
			47.53	49.91	52.40	55.02	57.78	60.66	63.70
2002	AIRPORT OPER SUPVR	MID-MGT	5,035.59	5,287.38	5,551.74	5,829.33	6,120.81	6,426.85	6,748.21
			29.05	30.50	32.03	33.63	35.31	37.08	38.93

Effective: 6/18/2019

[DISCLAIMER: All reasonable efforts have been made to ensure the accuracy of the information in this report. The user assumes ultimate responsibility for its validity and correct application.]

Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4052	AIRPORT OPS SPCL I	OE3	3,508.85	3,684.31	3,868.50	4,062.02	4,265.06	4,478.28	4,702.17
			20.24	21.26	22.32	23.43	24.61	25.84	27.13
4053	AIRPORT OPS SPCL II	OE3	3,963.90	4,162.10	4,370.19	4,588.70	4,818.13	5,059.04	5,312.02
			22.87	24.01	25.21	26.47	27.80	29.19	30.65
4054	AIRPORT OPS SPCL III	OE3	4,595.85	4,825.64	5,066.92	5,320.27	5,586.27	5,865.58	6,158.88
			26.51	27.84	29.23	30.69	32.23	33.84	35.53
7003	ASSIST ADMIN ANALYST	CLERICAL	4,371.14	4,589.67	4,819.14	5,060.12	5,313.14	5,578.80	5,857.71
			25.22	26.48	27.80	29.19	30.65	32.19	33.79
1008	ASSIST CITY MANAGER	MANAGEMENT	10,609.37	11,139.83	11,696.84	12,281.66	12,895.76	13,540.54	14,217.56
			61.21	64.27	67.48	70.86	74.40	78.12	82.02
1033	ASSIST COMM DEV DIR	MANAGEMENT	8,844.81	9,287.07	9,751.41	10,238.97	10,750.91	11,288.46	11,852.88
			51.03	53.58	56.26	59.07	62.02	65.13	68.38
1007	ASSIST DIR OF PW & U	MANAGEMENT	9,872.68	10,366.33	10,884.64	11,428.89	12,000.32	12,600.34	13,230.34
			56.96	59.81	62.80	65.94	69.23	72.69	76.33
7004	ASSIST ENGINEER	CLERICAL	4,814.16	5,054.88	5,307.60	5,572.99	5,851.63	6,144.23	6,451.42
			27.77	29.16	30.62	32.15	33.76	35.45	37.22
1009	ASSIST FIN OFFICER	MANAGEMENT	7,845.11	8,237.34	8,649.20	9,081.67	9,535.74	10,012.54	10,513.14
			45.26	47.52	49.90	52.39	55.01	57.76	60.65
1010	ASSIST PCS DIRECTOR	MANAGEMENT	7,336.96	7,703.80	8,088.99	8,493.46	8,918.13	9,364.03	9,832.20
			42.33	44.45	46.67	49.00	51.45	54.02	56.72
1034	ASSIST TO THE CM	MANAGEMENT	7,155.92	7,513.70	7,889.40	8,283.84	8,698.02	9,132.93	9,589.58
			41.28	43.35	45.52	47.79	50.18	52.69	55.32
1050	ASSISTANT CHIEF PD	MANAGEMENT	10,441.04	10,963.12	11,511.26	12,086.82	12,691.16	13,325.72	13,992.01
			60.24	63.25	66.41	69.73	73.22	76.88	80.72

Effective: 6/18/2019

[DISCLAIMER: All reasonable efforts have been made to ensure the accuracy of the information in this report. The user assumes ultimate responsibility for its validity and correct application.]

Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1032	ASSISTANT CITY CLERK	MANAGEMENT	5,596.02	5,875.85	6,169.65	6,478.12	6,802.03	7,142.11	7,499.22
			32.28	33.90	35.59	37.37	39.24	41.20	43.26
7005	ASSISTANT PLANNER	CLERICAL	4,730.31	4,966.82	5,215.15	5,475.90	5,749.68	6,037.20	6,339.04
			27.29	28.65	30.09	31.59	33.17	34.83	36.57
2037	ASSOC CIVIL ENGINEER	MID-MGT	5,947.85	6,245.24	6,557.50	6,885.36	7,229.63	7,591.11	7,970.69
			34.31	36.03	37.83	39.72	41.71	43.79	45.98
2038	ASSOCIATE PLANNER	MID-MGT	5,557.02	5,834.88	6,126.62	6,432.96	6,754.61	7,092.32	7,446.94
			32.06	33.66	35.35	37.11	38.97	40.92	42.96
7039	AUDIOVISUAL/COMM TEC	CLERICAL	3,179.65	3,338.62	3,505.56	3,680.84	3,864.86	4,058.12	4,261.03
			18.34	19.26	20.22	21.24	22.30	23.41	24.58
1056	BATTALION FIRE CHIEF	MANAGEMENT	8,288.43	8,702.85	9,138.00	9,594.91	10,074.65	10,578.38	11,107.31
			47.82	50.21	52.72	55.36	58.12	61.03	64.08
4001	BLDG MAINT WORKER	OE3	3,823.80	4,014.99	4,215.73	4,426.50	4,647.85	4,880.24	5,124.28
			22.06	23.16	24.32	25.54	26.81	28.16	29.56
4034	BODY REPAIR WORKER	OE3	3,862.21	4,055.31	4,258.09	4,471.00	4,694.54	4,929.28	5,175.73
			22.28	23.40	24.57	25.79	27.08	28.44	29.86
7022	BUILDING INSPECTOR	CLERICAL	5,786.17	6,075.46	6,379.25	6,698.21	7,033.13	7,384.78	7,754.02
			33.38	35.05	36.80	38.64	40.58	42.60	44.73
1001	BUILDING OFFICIAL	MANAGEMENT	7,410.65	7,781.19	8,170.26	8,578.79	9,007.70	9,458.06	9,931.00
			42.75	44.89	47.14	49.49	51.97	54.57	57.29
2004	CIRCULATION MANAGER	MID-MGT	4,056.07	4,258.89	4,471.83	4,695.43	4,930.16	5,176.69	5,435.54
			23.40	24.57	25.80	27.09	28.44	29.87	31.36
8201	CITY CLERK	CITY CLERK	11,526.15						
			66.50						

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8301	CITY COUNCIL MEMBER	COUNCIL	578.81						
			3.34						
8101	CITY MANAGER	CITY MGR	16,666.67						
			96.15						
3008	CITY MANAGER'S INTER	CONFIDENTL	2,280.76	2,394.82	2,514.59	2,640.30	2,772.29	2,910.92	3,056.45
			13.16	13.82	14.51	15.23	15.99	16.79	17.63
7006	CODE ENFORCE OFF I	CLERICAL	5,015.53	5,266.28	5,529.62	5,806.08	6,096.37	6,401.20	6,721.28
			28.94	30.38	31.90	33.50	35.17	36.93	38.78
7007	CODE ENFORCE OFF II	CLERICAL	5,542.77	5,819.91	6,110.89	6,416.43	6,737.25	7,074.12	7,427.81
			31.98	33.58	35.26	37.02	38.87	40.81	42.85
2005	COLLEC SYSTEM MNGR	MID-MGT	5,783.70	6,072.89	6,376.52	6,695.35	7,030.10	7,381.62	7,750.73
			33.37	35.04	36.79	38.63	40.56	42.59	44.72
4002	COLLEC SYSTEM OPR I	OE3	4,171.20	4,379.74	4,598.73	4,828.68	5,070.11	5,323.61	5,589.78
			24.06	25.27	26.53	27.86	29.25	30.71	32.25
4046	COLLEC SYSTEM OPR II	OE3	4,609.67	4,840.12	5,082.11	5,336.24	5,603.04	5,883.19	6,177.38
			26.59	27.92	29.32	30.79	32.33	33.94	35.64
1002	COMM DEV DIRECTOR	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.10
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
2080	COMM ENVIR OUT COORD	MID-MGT	4,938.77	5,185.72	5,445.01	5,717.27	6,003.14	6,303.29	6,618.43
			28.49	29.92	31.41	32.98	34.63	36.37	38.18
1061	COMM ENVIRO OUT MGR	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
7008	COMMUNITY ORGANIZER	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82

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2039	COMP CENTER COORD	MID-MGT	4,586.68	4,816.00	5,056.81	5,309.63	5,575.14	5,853.88	6,146.57
			26.46	27.78	29.17	30.63	32.16	33.77	35.46
2040	COMP CENTER MANAGER	MID-MGT	5,349.93	5,617.43	5,898.30	6,193.22	6,502.86	6,828.01	7,169.41
			30.87	32.41	34.03	35.73	37.52	39.39	41.36
2041	CONST ENGINEER	MID-MGT	6,221.48	6,532.54	6,859.19	7,202.13	7,562.23	7,940.36	8,337.38
			35.89	37.69	39.57	41.55	43.63	45.81	48.10
7009	CONST INSPECTOR	CLERICAL	5,050.74	5,303.26	5,568.44	5,846.86	6,139.21	6,446.18	6,768.47
			29.14	30.60	32.13	33.73	35.42	37.19	39.05
1011	CONSTRUCTION MANAGER	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
4036	CONTAINER RPR WORKER	OE3	3,395.04	3,564.80	3,743.00	3,930.16	4,126.66	4,333.01	4,549.65
			19.59	20.57	21.59	22.67	23.81	25.00	26.25
1012	CRIME ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2042	CUST SERVICE COORD	MID-MGT	3,959.93	4,157.94	4,365.81	4,584.13	4,813.34	5,053.99	5,306.69
			22.85	23.99	25.19	26.45	27.77	29.16	30.62
2006	CUST SERVICE MANAGER	MID-MGT	5,254.51	5,517.24	5,793.10	6,082.79	6,386.92	6,706.27	7,041.56
			30.31	31.83	33.42	35.09	36.85	38.69	40.62
4003	CUSTODIAN	OE3	2,939.91	3,086.89	3,241.27	3,403.31	3,573.48	3,752.17	3,939.76
			16.96	17.81	18.70	19.63	20.62	21.65	22.73
4004	CUSTOMER SERV TECH	OE3	4,084.56	4,288.77	4,503.22	4,728.38	4,964.79	5,213.02	5,473.65
			23.56	24.74	25.98	27.28	28.64	30.08	31.58
1045	DEPUTY CITY ATTORNEY	MANAGEMENT	7,113.12	7,468.78	7,842.21	8,234.33	8,646.06	9,078.38	9,532.27
			41.04	43.09	45.24	47.51	49.88	52.38	54.99

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3003	DEPUTY CITY CLERK	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
1013	DEPUTY CITY MANAGER	MANAGEMENT	10,163.08	10,671.22	11,204.77	11,765.02	12,353.25	12,970.92	13,619.47
			58.63	61.56	64.64	67.88	71.27	74.83	78.57
1014	DEPUTY POLICE CHIEF	MANAGEMENT	10,791.15	11,330.74	11,897.25	12,492.11	13,116.74	13,772.57	14,461.20
			62.26	65.37	68.64	72.07	75.67	79.46	83.43
7010	DEVLOP REVIEW TECH	CLERICAL	5,185.01	5,367.01	5,549.01	5,731.01	5,913.01	6,095.01	6,277.01
			29.91	30.96	32.01	33.06	34.11	35.16	36.21
1016	DIVISION FIRE CHIEF	MANAGEMENT	8,960.47	9,408.49	9,878.92	10,372.85	10,891.53	11,436.08	12,007.88
			51.70	54.28	56.99	59.84	62.84	65.98	69.28
7023	ENGINEERING AIDE	CLERICAL	3,342.58	3,509.70	3,685.18	3,869.45	4,062.91	4,266.06	4,478.20
			19.28	20.25	21.26	22.32	23.44	24.61	25.84
7024	ENGINEERING ASSOC	CLERICAL	5,803.55	6,093.75	6,398.41	6,718.31	7,054.26	7,406.97	7,777.32
			33.48	35.16	36.91	38.76	40.70	42.73	44.87
1058	ENTERPRISE ARCHITECT	MANAGEMENT	9,313.68	9,779.36	10,268.33	10,781.75	11,320.86	11,886.90	12,481.24
			53.73	56.42	59.24	62.20	65.31	68.58	72.01
7025	ENVIRON ED ASSIST	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82
2008	ENVIRON ED COORD	MID-MGT	4,938.77	5,185.72	5,445.01	5,717.27	6,003.14	6,303.29	6,618.43
			28.49	29.92	31.41	32.98	34.63	36.37	38.18
4005	ENVIRON PROJ ANALYST	OE3	4,953.63	5,201.30	5,461.34	5,734.43	6,021.12	6,322.20	6,638.32
			28.58	30.01	31.51	33.08	34.74	36.47	38.30
1017	ENVIRON PROJ MANAGER	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63

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2007	ENVIRON SCIENC WK CO	MID-MGT	4,259.65	4,472.65	4,696.29	4,931.10	5,177.64	5,436.51	5,708.34
			24.57	25.80	27.09	28.45	29.87	31.36	32.93
2043	EQUIP MAINT COORD	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
4039	EQUIP SERV WORKER	OE3	3,446.28	3,618.59	3,799.53	3,989.51	4,188.99	4,398.46	4,618.36
			19.88	20.88	21.92	23.02	24.17	25.38	26.64
4037	EQUIPMENT MECH I	OE3	3,446.28	3,618.59	3,799.53	3,989.51	4,188.99	4,398.46	4,618.36
			19.88	20.88	21.92	23.02	24.17	25.38	26.64
4038	EQUIPMENT MECH II	OE3	3,904.90	4,100.16	4,305.15	4,520.40	4,746.41	4,983.75	5,232.96
			22.53	23.65	24.84	26.08	27.38	28.75	30.19
4006	EQUIPMENT MECH III	OE3	4,315.35	4,531.15	4,757.70	4,995.60	5,245.37	5,507.62	5,783.01
			24.90	26.14	27.45	28.82	30.26	31.77	33.36
3004	EXEC AST TO CM & CC	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
3005	EXECUTIVE ASSISTANT	CONFIDENTL	3,889.32	4,083.80	4,287.99	4,502.38	4,727.49	4,963.88	5,212.07
			22.44	23.56	24.74	25.98	27.27	28.64	30.07
2009	FAC & MAINT SUPVR	MID-MGT	5,197.05	5,456.92	5,729.75	6,016.25	6,317.05	6,632.90	6,964.53
			29.98	31.48	33.06	34.71	36.44	38.27	40.18
2044	FIELD SVCS MGR	MID-MGT	6,334.42	6,651.15	6,983.71	7,332.89	7,699.53	8,084.53	8,488.74
			36.54	38.37	40.29	42.31	44.42	46.64	48.97
2045	FIELD SVCS SUPVR	MID-MGT	5,624.08	5,905.27	6,200.55	6,510.60	6,836.12	7,177.91	7,536.82
			32.45	34.07	35.77	37.56	39.44	41.41	43.48
1018	FINANCIAL ANALYST	MANAGEMENT	6,258.89	6,571.85	6,900.44	7,245.44	7,607.73	7,988.11	8,387.54
			36.11	37.91	39.81	41.80	43.89	46.09	48.39

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6001	FIRE CAPTAIN	FIRE	6,568.14	6,896.54	7,241.37	7,603.44	7,983.60	8,382.79	8,801.93
			27.07	28.42	29.84	31.33	32.90	34.54	36.27
1019	FIRE CHIEF	MANAGEMENT	10,142.75	10,649.90	11,182.38	11,741.49	12,328.57	12,945.01	13,592.26
			58.52	61.44	64.51	67.74	71.13	74.68	78.42
6002	FIRE ENGINEER	FIRE	5,925.57	6,221.84	6,532.96	6,859.60	7,202.59	7,562.71	7,940.86
			24.42	25.64	26.92	28.27	29.68	31.17	32.72
6005	FIRE INSPECTOR	FIRE	5,051.69	5,304.30	5,569.50	5,847.96	6,140.38	6,447.39	6,769.75
			29.14	30.60	32.13	33.74	35.43	37.20	39.06
6003	FIREFIGHTER	FIRE	5,383.43	5,652.60	5,935.24	6,232.01	6,543.59	6,870.78	7,214.33
			22.18	23.29	24.46	25.68	26.97	28.31	29.73
6004	FIREFIGHTER - 40	FIRE	5,385.40	5,654.68	5,937.40	6,234.26	6,545.98	6,873.27	7,216.95
			31.07	32.62	34.25	35.97	37.77	39.65	41.64
2010	GIS COORDINATOR	MID-MGT	7,327.10	7,693.47	8,078.14	8,482.05	8,906.15	9,351.46	9,819.03
			42.27	44.39	46.60	48.93	51.38	53.95	56.65
7040	GIS TECHNICIAN I	CLERICAL	4,548.83	4,776.24	5,015.08	5,265.82	5,529.12	5,805.56	6,095.83
			26.24	27.56	28.93	30.38	31.90	33.49	35.17
7011	GIS TECHNICIAN II	CLERICAL	5,054.23	5,306.95	5,572.28	5,850.91	6,143.43	6,450.60	6,773.13
			29.16	30.62	32.15	33.76	35.44	37.22	39.08
7026	H GRNT MGMT & REHAB	CLERICAL	4,648.65	4,881.07	5,125.12	5,381.37	5,650.45	5,932.94	6,229.64
			26.82	28.16	29.57	31.05	32.60	34.23	35.94
1060	HOUSING MANAGER	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
7027	HOUSING REHAB SPC I	CLERICAL	4,648.65	4,881.07	5,125.12	5,381.37	5,650.45	5,932.94	6,229.64
			26.82	28.16	29.57	31.05	32.60	34.23	35.94

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7028	HOUSING REHAB SPC II	CLERICAL	4,843.11	5,085.25	5,339.51	5,606.51	5,886.81	6,181.18	6,490.23
			27.94	29.34	30.80	32.35	33.96	35.66	37.44
1049	HR ANALYST	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
1035	HR MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
7029	IND WASTE INSPECTOR	CLERICAL	5,030.57	5,282.12	5,546.28	5,823.52	6,114.70	6,420.44	6,741.43
			29.02	30.47	32.00	33.60	35.28	37.04	38.89
2046	INTGRD WASTE MANAGER	MID-MGT	4,841.03	6,904.11	5,337.24	5,604.08	5,884.28	6,178.51	6,487.48
			27.93	39.83	30.79	32.33	33.95	35.65	37.43
2012	INTGRD WASTE SUPVR	MID-MGT	4,943.71	5,190.90	5,450.45	5,722.97	6,009.12	6,309.57	6,625.04
			28.52	29.95	31.44	33.02	34.67	36.40	38.22
4045	INTGRD WASTE TRAINEE	OE3	3,127.84	3,284.26	3,448.45	3,620.87	3,801.92	3,992.00	4,191.63
			18.05	18.95	19.89	20.89	21.93	23.03	24.18
4007	INTGRD WASTE WORKER	OE3	3,736.87	3,923.75	4,119.92	4,325.95	4,542.22	4,769.33	5,007.82
			21.56	22.64	23.77	24.96	26.21	27.52	28.89
2077	IT ANALYST I	MID-MGT	5,994.91	6,294.64	6,609.40	6,939.86	7,286.85	7,651.19	8,033.76
			34.59	36.32	38.13	40.04	42.04	44.14	46.35
2078	IT ANALYST II	MID-MGT	6,661.01	6,994.04	7,343.77	7,710.95	8,096.51	8,501.33	8,926.39
			38.43	40.35	42.37	44.49	46.71	49.05	51.50
1020	IT DIRECTOR	MANAGEMENT	9,803.86	10,294.07	10,808.76	11,349.20	11,916.67	12,512.48	13,138.10
			56.56	59.39	62.36	65.48	68.75	72.19	75.80
1036	IT MANAGER	MANAGEMENT	8,915.79	9,361.56	9,829.65	10,321.11	10,837.19	11,379.03	11,948.00
			51.44	54.01	56.71	59.54	62.52	65.65	68.93

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7041	IT SPECIALIST I	CLERICAL	4,548.83	4,776.24	5,015.08	5,265.82	5,529.12	5,805.56	6,095.83
			26.24	27.56	28.93	30.38	31.90	33.49	35.17
7042	IT SPECIALIST II	CLERICAL	5,054.23	5,306.95	5,572.28	5,850.91	6,143.43	6,450.60	6,773.13
			29.16	30.62	32.15	33.76	35.44	37.22	39.08
7030	JUNIOR PLANNER	CLERICAL	4,554.03	4,781.70	5,020.82	5,271.83	5,535.44	5,812.19	6,102.81
			26.27	27.59	28.97	30.41	31.94	33.53	35.21
2013	LABORATORY MANAGER	MID-MGT	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2047	LANDFILL OPS SUPVR	MID-MGT	4,660.61	4,893.66	5,138.34	5,395.24	5,665.01	5,948.26	6,245.68
			26.89	28.23	29.64	31.13	32.68	34.32	36.03
4008	LEAD CUSTODIAN	OE3	3,378.07	3,546.96	3,724.35	3,910.55	4,106.07	4,311.39	4,526.97
			19.49	20.46	21.49	22.56	23.69	24.87	26.12
3006	LEGAL ASSISTANT	CONFIDENTL	4,225.74	4,437.03	4,658.88	4,891.84	5,136.41	5,393.22	5,662.91
			24.38	25.60	26.88	28.22	29.63	31.11	32.67
2014	LIBRARIAN	MID-MGT	4,389.30	4,608.80	4,839.21	5,081.20	5,335.24	5,602.00	5,882.09
			25.32	26.59	27.92	29.31	30.78	32.32	33.94
7012	LIBRARY ASSISTANT	CLERICAL	3,642.60	3,824.73	4,015.96	4,216.77	4,427.58	4,648.93	4,881.37
			21.02	22.07	23.17	24.33	25.54	26.82	28.16
7013	LIBRARY CLERK	CLERICAL	3,091.88	3,246.47	3,408.80	3,579.20	3,758.17	3,946.11	4,143.40
			17.84	18.73	19.67	20.65	21.68	22.77	23.90
7031	LIBRARY COMP OPR	CLERICAL	3,697.59	3,882.47	4,076.58	4,280.42	4,494.45	4,719.20	4,955.12
			21.33	22.40	23.52	24.69	25.93	27.23	28.59
1022	LIBRARY DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05

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7032	LIFE SAFETY OFFICER	CLERICAL	5,861.83	6,154.94	6,462.69	6,785.83	7,125.13	7,481.37	7,855.42
			33.82	35.51	37.28	39.15	41.11	43.16	45.32
2015	LIT OUTREACH COORD	MID-MGT	4,953.63	5,201.30	5,461.34	5,734.43	6,021.12	6,322.20	6,638.32
			28.58	30.01	31.51	33.08	34.74	36.47	38.30
7014	LITERACY PRGM ASSIST	CLERICAL	3,642.60	3,824.73	4,015.96	4,216.77	4,427.58	4,648.93	4,881.37
			21.02	22.07	23.17	24.33	25.54	26.82	28.16
8302	MAYOR	COUNCIL	689.06						
			3.98						
1057	MULTIMED/COMM ANALYS	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
2016	MUNI SRVCS OPS MGR	MID-MGT	6,122.78	6,428.91	6,750.34	7,087.88	7,442.24	7,814.34	8,205.10
			35.32	37.09	38.94	40.89	42.94	45.08	47.34
2048	NATURE CENTER COORD	MID-MGT	4,052.01	4,254.62	4,467.36	4,690.73	4,925.27	5,171.53	5,430.10
			23.38	24.55	25.77	27.06	28.42	29.84	31.33
2049	NBHD OUTREACH COORD	MID-MGT	3,498.34	3,673.24	3,856.93	4,049.78	4,252.26	4,464.87	4,688.10
			20.18	21.19	22.25	23.36	24.53	25.76	27.05
2050	NETWORK ADMIN	MID-MGT	6,283.98	6,598.17	6,928.09	7,274.50	7,638.24	8,020.13	8,421.12
			36.25	38.07	39.97	41.97	44.07	46.27	48.58
7033	OFFICE ASSISTANT I	CLERICAL	3,081.52	3,235.61	3,397.40	3,567.27	3,745.63	3,932.89	4,129.54
			17.78	18.67	19.60	20.58	21.61	22.69	23.82
7034	OFFICE ASSISTANT II	CLERICAL	3,391.14	3,560.68	3,738.71	3,925.65	4,121.95	4,328.05	4,544.45
			19.56	20.54	21.57	22.65	23.78	24.97	26.22
2017	PARK MAINT SUPVR	MID-MGT	4,380.55	4,599.57	4,829.54	5,071.02	5,324.58	5,590.82	5,870.39
			25.27	26.54	27.86	29.26	30.72	32.25	33.87

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4009	PARK MAINT WORKER I	OE3	3,029.39	3,180.84	3,339.90	3,506.88	3,682.23	3,866.33	4,059.68
			17.48	18.35	19.27	20.23	21.24	22.31	23.42
4010	PARK MAINT WORKER II	OE3	3,378.07	3,546.96	3,724.35	3,910.55	4,106.07	4,311.39	4,526.97
			19.49	20.46	21.49	22.56	23.69	24.87	26.12
2051	PARK SVCS MANAGER	MID-MGT	5,254.51	5,517.24	5,793.10	6,082.79	6,386.92	6,706.27	7,041.56
			30.31	31.83	33.42	35.09	36.85	38.69	40.62
4011	PARKNG CONTROL OFFCR	OE3	3,324.49	3,490.72	3,665.24	3,848.52	4,040.94	4,242.98	4,455.14
			19.18	20.14	21.15	22.20	23.31	24.48	25.70
1024	PARKS SUPERINTENDENT	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2071	PAYROLL ANALYST	MID-MGT	5,352.23	5,619.81	5,900.81	6,195.84	6,505.63	6,830.92	7,172.47
			30.88	32.42	34.04	35.75	37.53	39.41	41.38
3009	PAYROLL COORDINATOR	CONFIDENTL	4,035.85	4,237.63	4,449.51	4,672.01	4,905.59	5,150.90	5,408.41
			23.28	24.45	25.67	26.95	28.30	29.72	31.20
1023	PCS DIRECTOR	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
7035	PERMIT CLERK	CLERICAL	3,560.85	3,738.93	3,925.87	4,122.17	4,328.26	4,544.69	4,771.89
			20.54	21.57	22.65	23.78	24.97	26.22	27.53
2074	PERMIT SERVE SUPVR	MID-MGT	4,704.74	4,939.96	5,186.96	5,446.31	5,718.64	6,004.57	6,304.78
			27.14	28.50	29.92	31.42	32.99	34.64	36.37
7036	PERMIT TECHNICIAN	CLERICAL	4,666.50	4,830.30	4,994.10	5,157.90	5,321.70	5,485.50	5,649.30
			26.92	27.87	28.81	29.76	30.70	31.65	32.59
1037	PERSONNEL OFFICER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53

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3010	PERSONNEL TECHNICIAN	CONFIDENTL	4,105.01	4,310.28	4,525.78	4,752.06	4,989.66	5,239.15	5,501.12
			23.68	24.87	26.11	27.42	28.79	30.23	31.74
1046	POLICE CAPTAIN	MANAGEMENT	9,447.92	9,920.32	10,416.34	10,937.14	11,484.01	12,058.24	12,661.13
			54.51	57.23	60.09	63.10	66.25	69.57	73.05
1021	POLICE CHIEF	MANAGEMENT	11,538.32	12,115.26	12,721.02	13,357.09	14,024.94	14,726.18	15,462.50
			66.57	69.90	73.39	77.06	80.91	84.96	89.21
7017	POLICE CLERK I	CLERICAL	3,450.98	3,623.53	3,804.71	3,994.94	4,194.71	4,404.36	4,624.58
			19.91	20.91	21.95	23.05	24.20	25.41	26.68
7018	POLICE CLERK II	CLERICAL	3,798.04	3,987.92	4,187.34	4,396.71	4,616.52	4,847.35	5,089.72
			21.91	23.01	24.16	25.37	26.63	27.97	29.36
7043	POLICE CLERK III	CLERICAL	4,176.27	4,385.10	4,604.34	4,834.57	5,076.28	5,330.13	5,596.63
			24.09	25.30	26.56	27.89	29.29	30.75	32.29
1038	POLICE FIN TECH MGR	MANAGEMENT	7,373.73	7,742.39	8,129.53	8,536.00	8,962.79	9,410.94	9,881.50
			42.54	44.67	46.90	49.25	51.71	54.29	57.01
1047	POLICE FISCAL MNGR	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
5501	POLICE LIEUTENANT	POLICE MM	9,725.80	10,212.09	10,722.70	11,258.82	11,821.77	12,412.88	13,033.50
			56.11	58.92	61.86	64.95	68.20	71.61	75.19
1054	POLICE MEDIA&COMM SP	MANAGEMENT	4,816.89	5,057.74	5,310.65	5,576.18	5,854.98	6,147.74	6,455.11
			27.79	29.18	30.64	32.17	33.78	35.47	37.24
5001	POLICE OFFICER	POLICE	6,559.95	6,887.96	7,232.36	7,593.97	7,973.68	8,372.37	8,790.99
			37.85	39.74	41.73	43.81	46.00	48.30	50.72
5002	POLICE OFFICER TRAIN	POLICE	6,055.81	6,358.60	6,676.54	7,010.36	7,360.88	7,728.93	8,115.40
			34.94	36.68	38.52	40.44	42.47	44.59	46.82

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5502	POLICE SERGEANT	POLICE MM	7,947.70	8,345.09	8,762.35	9,200.47	9,660.50	10,143.51	10,650.68
			45.85	48.14	50.55	53.08	55.73	58.52	61.45
4012	POLICE SRVC SPCLST	OE3	3,850.64	4,043.17	4,245.32	4,457.59	4,680.48	4,914.48	5,162.67
			22.22	23.33	24.49	25.72	27.00	28.35	29.78
1025	PRINCIPAL ENGINEER	MANAGEMENT	8,305.03	8,720.27	9,156.29	9,614.09	10,094.78	10,599.53	11,129.52
			47.91	50.31	52.82	55.47	58.24	61.15	64.21
1026	PRINCIPAL LIBRARIAN	MANAGEMENT	5,726.18	6,012.46	6,313.10	6,628.77	6,960.20	7,308.21	7,673.64
			33.04	34.69	36.42	38.24	40.16	42.16	44.27
1027	PRINCIPAL PLANNER	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
2018	PROCESS CENTER COORD	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
1028	PROJECT MANAGER	MANAGEMENT	6,807.08	7,147.44	7,504.79	7,880.04	8,274.07	8,687.77	9,122.14
			39.27	41.24	43.30	45.46	47.74	50.12	52.63
1039	PROMO & COMM COORD	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
4013	PROP & EVID TECH I	OE3	3,311.23	3,476.79	3,650.64	3,833.16	4,024.84	4,226.08	4,437.38
			19.10	20.06	21.06	22.11	23.22	24.38	25.60
4041	PROP & EVID TECH II	OE3	3,729.44	3,915.90	4,111.71	4,317.28	4,533.14	4,759.78	4,997.81
			21.52	22.59	23.72	24.91	26.15	27.46	28.83
4055	PROP & EVID TECH III	OE3	4,029.50	4,230.98	4,442.56	4,664.66	4,897.90	5,142.80	5,399.94
			23.25	24.41	25.63	26.91	28.26	29.67	31.15
2019	PROPERTY & EVID SUPV	MID-MGT	4,453.06	4,675.71	4,909.54	5,154.98	5,412.75	5,683.38	5,967.56
			25.69	26.98	28.32	29.74	31.23	32.79	34.43

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4014	PUB DROPOFF ATTN I	OE3	3,288.16	3,452.56	3,625.16	3,806.44	3,996.76	4,196.60	4,406.44
			18.97	19.92	20.91	21.96	23.06	24.21	25.42
4042	PUB DROPOFF ATTN II	OE3	3,615.63	3,796.43	3,986.26	4,185.55	4,394.91	4,614.52	4,845.23
			20.86	21.90	23.00	24.15	25.36	26.62	27.95
1015	PW & U DIRECTOR	MANAGEMENT	10,943.23	11,490.40	12,064.91	12,668.18	13,301.56	13,966.64	14,664.98
			63.13	66.29	69.61	73.09	76.74	80.58	84.61
1051	PW ADMIN SRVCS MNGR	MANAGEMENT	8,205.99	8,616.31	9,047.09	9,499.49	9,974.45	10,473.17	10,996.81
			47.34	49.71	52.19	54.80	57.54	60.42	63.44
2052	READ&COMP LIT COORD	MID-MGT	4,807.29	5,047.66	5,300.04	5,565.04	5,843.28	6,135.46	6,442.24
			27.73	29.12	30.58	32.11	33.71	35.40	37.17
2021	REC COORDINATOR	MID-MGT	3,877.68	4,071.58	4,275.14	4,488.90	4,713.35	4,949.01	5,196.47
			22.37	23.49	24.66	25.90	27.19	28.55	29.98
2053	REC FACILITIES COORD	MID-MGT	3,877.68	4,071.58	4,275.14	4,488.90	4,713.35	4,949.01	5,196.47
			22.37	23.49	24.66	25.90	27.19	28.55	29.98
2022	REC SPECIALIST	MID-MGT	3,367.95	3,536.37	3,713.17	3,898.83	4,093.77	4,298.47	4,513.38
			19.43	20.40	21.42	22.49	23.62	24.80	26.04
1040	REC SUPERINTENDENT	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2023	REC SUPERVISOR	MID-MGT	4,259.65	4,472.65	4,696.29	4,931.10	5,177.64	5,436.51	5,708.34
			24.57	25.80	27.09	28.45	29.87	31.36	32.93
2054	REC SVCS MNGR	MID-MGT	4,660.61	4,893.66	5,138.34	5,395.24	5,665.01	5,948.26	6,245.68
			26.89	28.23	29.64	31.13	32.68	34.32	36.03
2020	RECORDS SUPERVISOR	MID-MGT	4,451.16	4,673.72	4,907.41	5,152.79	5,410.41	5,680.94	5,964.99
			25.68	26.96	28.31	29.73	31.21	32.77	34.41

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7044	RECREATION ASSISTANT	CLERICAL	2,788.74	2,928.16	3,074.59	3,228.33	3,389.75	3,559.25	3,737.20
			16.09	16.89	17.74	18.63	19.56	20.53	21.56
1041	REDEVELOPMENT MGR	MANAGEMENT	7,666.82	8,050.16	8,452.64	8,875.30	9,319.05	9,785.01	10,274.27
			44.23	46.44	48.77	51.20	53.76	56.45	59.27
2024	REV COLLEC SUPVR	MID-MGT	4,618.86	4,849.82	5,092.32	5,346.94	5,614.27	5,894.96	6,189.71
			26.65	27.98	29.38	30.85	32.39	34.01	35.71
4015	SOLID WASTE AIDE I	OE3	2,605.05	2,735.29	2,872.05	3,015.65	3,166.43	3,324.75	3,490.98
			15.03	15.78	16.57	17.40	18.27	19.18	20.14
4043	SOLID WASTE AIDE II	OE3	2,867.41	3,010.74	3,161.28	3,319.33	3,485.30	3,659.57	3,842.54
			16.54	17.37	18.24	19.15	20.11	21.11	22.17
4044	SOURCE CONTROL INSP	OE3	4,482.42	4,706.54	4,941.86	5,188.95	5,448.41	5,720.82	6,006.87
			25.86	27.15	28.51	29.94	31.43	33.00	34.66
2025	SOURCE CONTROL MGR	MID-MGT	6,061.86	6,364.97	6,683.21	7,017.40	7,368.27	7,736.67	8,123.48
			34.97	36.72	38.56	40.49	42.51	44.63	46.87
7038	SPC PROJ INSPECTOR	CLERICAL	5,283.07	5,547.23	5,824.61	6,115.85	6,421.63	6,742.71	7,079.84
			30.48	32.00	33.60	35.28	37.05	38.90	40.85
4048	SPC PROJ UTILITY WKR	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
7019	SR ACCOUNTING ASSIST	CLERICAL	4,158.44	4,366.33	4,584.69	4,813.92	5,054.62	5,307.34	5,572.71
			23.99	25.19	26.45	27.77	29.16	30.62	32.15
1029	SR ADMIN ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2001	SR BUILDNG INSPECTOR	MID-MGT	6,302.83	6,618.00	6,948.89	7,296.34	7,661.14	8,044.21	8,446.43
			36.36	38.18	40.09	42.09	44.20	46.41	48.73

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2057	SR CIVIL ENGINEER	MID-MGT	6,930.67	7,277.18	7,641.03	8,023.08	8,424.24	8,845.44	9,287.76
			39.98	41.98	44.08	46.29	48.60	51.03	53.58
2058	SR CONST INSPECTOR	MID-MGT	5,468.84	5,742.32	6,029.42	6,330.89	6,647.44	6,979.81	7,328.82
			31.55	33.13	34.79	36.52	38.35	40.27	42.28
2059	SR ENGINEERING ASSOC	MID-MGT	6,827.51	7,168.89	7,527.35	7,903.72	8,298.90	8,713.84	9,149.53
			39.39	41.36	43.43	45.60	47.88	50.27	52.79
1053	SR FINANCIAL ANALYST	MANAGEMENT	7,017.27	7,368.12	7,736.52	8,123.35	8,529.52	8,955.98	9,403.79
			40.48	42.51	44.63	46.87	49.21	51.67	54.25
1048	SR HR ANALYST	MANAGEMENT	5,882.80	6,176.93	6,485.79	6,810.07	7,150.56	7,508.11	7,883.50
			33.94	35.64	37.42	39.29	41.25	43.32	45.48
2026	SR INT WASTE WORKER	MID-MGT	4,473.45	4,697.14	4,931.98	5,178.59	5,437.53	5,709.41	5,994.86
			25.81	27.10	28.45	29.88	31.37	32.94	34.59
1055	SR IT ANALYST	MANAGEMENT	7,327.10	7,693.47	8,078.14	8,482.05	8,906.15	9,351.46	9,819.03
			42.27	44.39	46.60	48.93	51.38	53.95	56.65
2079	SR IT SPECIALIST	MID-MGT	5,397.71	5,667.59	5,950.97	6,248.52	6,560.95	6,889.00	7,233.44
			31.14	32.70	34.33	36.05	37.85	39.74	41.73
2028	SR LIBRARIAN	MID-MGT	4,541.05	4,768.10	5,006.52	5,256.83	5,519.67	5,795.66	6,085.43
			26.20	27.51	28.88	30.33	31.84	33.44	35.11
7020	SR LIBRARY ASSIST	CLERICAL	3,930.07	4,126.59	4,332.90	4,549.55	4,777.02	5,015.90	5,266.67
			22.67	23.81	25.00	26.25	27.56	28.94	30.38
4016	SR PARK MAINT WORKER	OE3	3,703.40	3,888.60	4,083.02	4,287.18	4,501.51	4,726.61	4,962.92
			21.37	22.43	23.56	24.73	25.97	27.27	28.63
2066	SR PLANNER	MID-MGT	6,665.69	6,998.98	7,348.94	7,716.37	8,102.19	8,507.33	8,932.67
			38.46	40.38	42.40	44.52	46.74	49.08	51.53

Effective: 6/18/2019

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1030	SR UTILITIES ENGR	MANAGEMENT	7,860.80	8,253.83	8,666.54	9,099.87	9,554.87	10,032.58	10,534.20
			45.35	47.62	50.00	52.50	55.12	57.88	60.77
4017	SR WATER OPR	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2073	SR. CODE ENFORCE OFF	MID-MGT	5,774.60	6,063.33	6,366.49	6,684.82	7,019.07	7,370.00	7,738.51
			33.32	34.98	36.73	38.57	40.49	42.52	44.65
4018	STREET SWEEPER OPR	OE3	3,432.54	3,604.16	3,784.34	3,973.58	4,172.26	4,380.89	4,599.94
			19.80	20.79	21.83	22.92	24.07	25.27	26.54
2063	SUPVR EQUIP MECH	MID-MGT	4,802.50	5,042.59	5,294.77	5,559.49	5,837.46	6,129.35	6,435.78
			27.71	29.09	30.55	32.07	33.68	35.36	37.13
2072	SUPVR PLANS EXAMINER	MID-MGT	6,569.29	6,897.76	7,242.65	7,604.78	7,985.01	8,384.26	8,803.49
			37.90	39.79	41.78	43.87	46.07	48.37	50.79
1042	SW DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
2061	SW OPS SUPERVISOR	MID-MGT	4,415.71	4,636.49	4,868.33	5,111.73	5,367.33	5,635.70	5,917.47
			25.48	26.75	28.09	29.49	30.97	32.51	34.14
2062	SW SVCS MANAGER	MID-MGT	5,099.29	5,354.29	5,622.00	5,903.08	6,198.25	6,508.17	6,833.56
			29.42	30.89	32.43	34.06	35.76	37.55	39.42
2075	TRAFFIC OPS MANAGER	MID-MGT	6,602.22	6,932.34	7,278.94	7,642.90	8,025.03	8,426.30	8,847.58
			38.09	39.99	41.99	44.09	46.30	48.61	51.04
2030	TRAFFIC SYSTMS COORD	MID-MGT	4,923.99	5,170.19	5,428.67	5,700.11	5,985.16	6,284.40	6,598.63
			28.41	29.83	31.32	32.89	34.53	36.26	38.07
2064	TRANSPORTATION ENGIN	MID-MGT	7,184.56	7,543.79	7,920.97	8,317.01	8,732.88	9,169.53	9,628.00
			41.45	43.52	45.70	47.98	50.38	52.90	55.55

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4020	UTIL MAINT MECH I	OE3	4,889.65	5,134.16	5,390.84	5,660.40	5,943.41	6,240.56	6,552.59
			28.21	29.62	31.10	32.66	34.29	36.00	37.80
4021	UTIL MAINT MECH II	OE3	5,403.67	5,673.85	5,957.55	6,255.41	6,568.21	6,896.63	7,241.43
			31.18	32.73	34.37	36.09	37.89	39.79	41.78
2031	UTIL MAINT SUPVR	MID-MGT	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
2032	UTILITY CREW LEADER	MID-MGT	5,225.35	5,486.63	5,760.95	6,048.99	6,351.43	6,669.02	7,002.45
			30.15	31.65	33.24	34.90	36.64	38.48	40.40
4022	UTILITY WORKER I	OE3	3,442.86	3,614.98	3,795.72	3,985.52	4,184.79	4,394.04	4,613.74
			19.86	20.86	21.90	22.99	24.14	25.35	26.62
4023	UTILITY WORKER II	OE3	3,889.32	4,088.72	4,287.99	4,502.38	4,727.49	4,963.88	5,212.07
			22.44	23.59	24.74	25.98	27.27	28.64	30.07
4024	UTILITY WORKER III	OE3	4,509.40	4,734.84	4,971.59	5,220.17	5,481.19	5,755.23	6,043.01
			26.02	27.32	28.68	30.12	31.62	33.20	34.86
4047	UTL ELC/INST TECH I	OE3	5,403.67	5,673.85	5,957.55	6,255.41	6,568.21	6,896.63	7,241.43
			31.18	32.73	34.37	36.09	37.89	39.79	41.78
4019	UTL ELC/INST TECH II	OE3	5,749.12	6,036.57	6,338.41	6,655.33	6,988.09	7,337.50	7,704.36
			33.17	34.83	36.57	38.40	40.32	42.33	44.45
2033	VEH SRVC SUPERVISOR	MID-MGT	5,307.32	5,572.71	5,851.32	6,143.87	6,451.10	6,773.63	7,112.32
			30.62	32.15	33.76	35.45	37.22	39.08	41.03
2065	VOLUNTEER COORD	MID-MGT	4,500.38	4,725.39	4,961.67	5,209.75	5,470.25	5,743.75	6,030.94
			25.96	27.26	28.63	30.06	31.56	33.14	34.79
4025	WASTEWATER OPR I	OE3	4,745.22	4,982.47	5,231.61	5,493.19	5,767.86	6,056.22	6,359.06
			27.38	28.75	30.18	31.69	33.28	34.94	36.69

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4026	WASTEWATER OPR II	OE3	5,244.03	5,506.24	5,781.53	6,070.61	6,374.14	6,692.86	7,027.50
			30.25	31.77	33.36	35.02	36.77	38.61	40.54
4027	WASTEWATER OPR III	OE3	6,043.74	6,345.93	6,663.22	6,996.36	7,346.17	7,713.49	8,099.20
			34.87	36.61	38.44	40.36	42.38	44.50	46.73
1043	WATER DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
4028	WATER OPERATOR I	OE3	4,745.22	4,982.47	5,231.61	5,493.19	5,767.86	6,056.22	6,359.06
			27.38	28.75	30.18	31.69	33.28	34.94	36.69
4029	WATER OPERATOR II	OE3	5,244.03	5,506.24	5,781.53	6,070.61	6,374.14	6,692.86	7,027.50
			30.25	31.77	33.36	35.02	36.77	38.61	40.54
2035	WATER OPS SUPERVIROR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.23	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
4030	WATER QLITY CHEMIST	OE3	5,259.78	5,522.75	5,798.91	6,088.85	6,393.27	6,712.96	7,048.62
			30.34	31.86	33.46	35.13	36.88	38.73	40.67
4031	WATER QLITY LAB TECH	OE3	4,731.03	4,967.58	5,215.95	5,476.75	5,750.59	6,038.11	6,340.04
			27.29	28.66	30.09	31.60	33.18	34.84	36.58
2070	WATER SERV CREW LEAD	MID-MGT	5,470.81	5,744.33	6,031.55	6,333.12	6,649.78	6,982.30	7,331.39
			31.56	33.14	34.80	36.54	38.36	40.28	42.30
4049	WATER SERV TECH I	OE3	3,770.04	3,958.54	4,156.47	4,364.30	4,582.50	4,811.63	5,052.19
			21.75	22.84	23.98	25.18	26.44	27.76	29.15
4050	WATER SERV TECH II	OE3	4,258.93	4,471.87	4,695.47	4,930.25	5,176.75	5,435.60	5,707.37
			24.57	25.80	27.09	28.44	29.87	31.36	32.93
4051	WATER SERV TECH III	OE3	4,937.94	5,186.00	5,444.05	5,716.25	6,002.08	6,302.18	6,617.30
			28.49	29.92	31.41	32.98	34.63	36.36	38.18

Effective: 6/18/2019

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Grade	Description	Barg.	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2068	WATER SERVICES MGR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.21	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
2069	WATER SERVICES SUP	MID-MGT	6,186.48	6,495.80	6,820.60	7,161.64	7,519.70	7,895.70	8,290.49
			35.69	37.48	39.35	41.32	43.38	45.55	47.83
1031	WW DIV MANAGER	MANAGEMENT	8,346.63	8,763.95	9,202.16	9,662.25	10,145.40	10,652.66	11,185.29
			48.15	50.56	53.09	55.74	58.53	61.46	64.53
2034	WW OPS SUPERVISOR	MID-MGT	6,875.48	7,219.25	7,580.21	7,959.23	8,357.18	8,775.04	9,213.77
			39.67	41.65	43.73	45.92	48.21	50.63	53.16
1044	WW TRTMNT FAC MGR	MANAGEMENT	7,477.62	7,851.50	8,244.06	8,656.27	9,089.08	9,543.54	10,020.70
			43.14	45.30	47.56	49.94	52.44	55.06	57.81
2067	YOUTH SPECIALIST	MID-MGT	4,047.98	4,250.35	4,462.88	4,686.02	4,920.35	5,166.35	5,424.68
			23.35	24.52	25.75	27.03	28.39	29.81	31.30

RESOLUTION NO. _____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE AWARD OF SOCIAL SERVICE GRANTS IN THE AMOUNT OF \$200,000 TO DESIGNATED COMMUNITY AND SOCIAL SERVICE AGENCIES; AND AUTHORIZING AND DIRECTING THE PAYMENT OF SAME FOR FISCAL YEARS 2019/2020 AND 2020/2021

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

1. That the City Council does hereby accept and approve the recommended award of Social Service Grants in the amount of \$200,000 to various Community and Social Service Agencies for fiscal years 2019/2020 and 2020/2021 set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference.

2. That the Administrative Services Director and City Manager are hereby authorized and directed to pay such amounts and execute any needed agreements, respectively, for and on behalf of the City of Watsonville.

Social and Community Service Grants FY 2019-2021		
Organization	Program	Recommended Funding
Arts Council Santa Cruz County	Mariposa Arts	\$ 4,500
Aztecas Youth Soccer Academy	Summer Soccer Camp	\$ 5,000
Cabrillo College Stroke & Disability Center	Cabrillo College Stroke & Disability Learning Center	\$ 5,000
CASA Santa Cruz County	Supporting Watsonville Youth in Foster Care	\$ 10,000
Community Action Board	Alcance-Xinachtli Girl's Empowerment Project (XGEP)	\$ 5,000
Community Action Board	Rental Assistance Program	\$ 2,500
Community Action Board	Santa Cruz County Immigration Project	\$ 2,500
Community Bridges	Meals on Wheels	\$ 5,000
Community Bridges	Lift Line	\$ 3,500
Digital Nest	Ensuring Sustainability for Digital NEST	\$ 2,500
Family Service Agency of the Central Coast	Senior Outreach	\$ 2,500
Food, What?	Food for Self, Food for Family, Food for Community	\$ 10,000
Girls Inc of the Central Coast	Education, Careers, Health & Opportunities Leadership & Mentoring/Youth Leaders	\$ 5,000
Grey Bears	Healthy Food for Seniors & Families	\$ 3,000
Monarch Services - Servicios Monarca	Children and Youth Program	\$ 7,500
Pajaro Valley Arts	Pajaro Valley Arts	\$ 10,000
Pajaro Valley Historical Association	Pajaro Valley Historical Association	\$ 3,000
Pajaro Valley Loaves and Fishes, Inc.	Food Pantry and Lunch Program	\$ 8,000
Pajaro Valley Prevention and Student Assistance	Seven Challenges Youth Substance Abuse Prevention & Intervention Program	\$ 10,000
Pajaro Valley Shelter Services	Emergency Shelter	\$ 6,000
Regeneracion Pajaro Valley/Social Good Fund	Regeneracion Pajaro Valley/Social Good Fund	\$ 5,000
Santa Cruz Community Ventures	Semillitas, College Savings Account Program	\$ 10,000
Second Harvest Food Bank Santa Cruz County	Community Food Distribution, CalFresh Case Mngt, and Nutrition Programs	\$ 10,000
Senior Network Services	Senior Services Resource Center	\$ 2,500
Summer in the City Internship	Summer in the City Internship	\$ 12,000
Special Events Sponsorships	Special Events Sponsorships	\$ 23,000
The Diversity Center	The Diversity Center Youth Program	\$ 5,000
The Watsonville Law Center	Legal Services Program	\$ 4,500
Watsonville Community Band	Watsonville Community Band	\$ 2,500
Watsonville Youth Training Center DBA Watsonville Boxing Academy	Summer Fitness Camp	\$ 5,000
Youth N.O.W. Eternity Works	After School Program	\$ 5,000
YWCA	YW-Teens	\$ 5,000
	Total	\$ 200,000

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE AMENDING RENT CHARGES FOR HANGARS AND
FEES AT THE WATSONVILLE MUNICIPAL AIRPORT**

Rescinds Resolution No. 106-18 (CM)

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

1. Pursuant to its authority as set forth in Watsonville Municipal Code Section 7-18.205, the City Council hereby approves the amended Watsonville Municipal Airport Rate and Fee Schedule as listed in Exhibit "A", attached hereto and incorporated herein by this reference.

2. That the aforementioned amended fees, rates, and charges shall supersede any and all fees of the City inconsistent therewith and shall be effective immediately.

**WATSONVILLE MUNICIPAL AIRPORT
RATE AND FEE SCHEDULE**

1- AVIATION STORAGE UNITS RATES (monthly)		
(a) Hangars A -4, 5, 6 & 8		\$266.00
A -1, 2, 3, 9 & 10		\$294.00
(b) Hangars B, C, D & E -		
3, 4, 5, 6, 7 & 8		\$266.00
1, 2, 9 & 10		\$294.00
(c) Hangars F, G, H, I, J & K		\$380.00
(d) Hangars M & L		\$860.00
(e) Hangars W, X, Y & Z		\$370.00
(f) Mini Hangars		\$264.00
(g) Corporate Hangars		\$1,649.00
2- AIRCRAFT TIE DOWNS RATES (monthly)		
Tail-In Spots		\$82.00
Taxi-In Spots		
Single Piston Engine Monthly Tie down		\$106.00
Twin Engine Aircraft under 12,500 pounds		\$175.00
Aircraft over 12,500 pounds		\$675.00
3 - TEMPORARY TIE-DOWNS FEES		
Single Engine per Night		\$10.00
Single Engine per Week		\$40.00
Twin Engine per Night		\$15.00
Twin Engine per Week		\$60.00
TurboProp/Fan Night		\$30.00
TurboProp/Fan Week		\$120.00
Aircraft over 12,500 pounds per Night		\$100.00
Aircraft over 12,500 pounds per Week		\$400.00
4 - HANGAR WAIT LIST FEES		
Initial Application Fee		\$50.00
Annual Fee		\$100.00
5- END ROOM RATES (monthly)		
A, B, C, D & E		\$74.00
W, X, Y & Z		\$89.00
Non-Aeronautical Storage (Units A - E)		\$150.00
Non-Aeronautical Storage (Units W – Z)		\$200.00
6 – DERELICT/DILAPIDATED AIRCRAFT FEE (annual)		
		\$ 1,000.00
7 - NON OPERATIONAL AIRCRAFT STORAGE RATE		
	1.50 times the operational storage rate*	

**WATSONVILLE MUNICIPAL AIRPORT
RATE AND FEE SCHEDULE**

8 - SPECIAL EVENTS/SLOT RESERVATION FEE		\$ 300.00
9 - AIRCRAFT HANDLING FEES		
Piston Single, Twin and Helicopter (35ft rotor max)		\$50.00
Turboprop and Turbo Fan		\$100.00
10 - AIRCRAFT EMERGENCY RUNWAY REMOVAL FEE		
Piston, Single or Twin Engine		\$ 300.00
Helicopter, Turboprop and Turbo Fan		VARIES
11 - AFTER HOURS FUELING FEE		\$200.00
12 - NON-COMMERCIAL MOGAS FUELING (annual)		\$15.00
13 - COMMERCIAL MOGAS FUEL FLOW RATE/PER GAL		\$0.01
14 - COMMERCIAL OPERATOR PERMIT FEE (Per event)		\$300.00
15 - COMMERCIAL AERONAUTICAL ACTIVITY PERMIT (annual)		\$100.00
16- ACTIVITIES PERMIT FEE (per event)		\$15.00
17- LONG TERM PARKING FEES		
Day		\$5.00
Week		\$30.00
Month		\$75.00
18-ADMINISTRATIVE/ACCOUNTING PROCESSING FEE		\$60.00
19 – STORAGE UNIT REINSTATEMENT FEE		\$150.00
20 – TENANT VEHICLE SECURITY DECAL FEE		\$5.00
21 – AIRPORT OPERATIONS SPECIALST CONTRACT RATE		\$75.00
22 -TERMINAL LOBBY ADVERT (monthly)		\$50.00
23 -ENTRY SIGNAGE (available space only; annual)		\$1,200.00

Airport monthly charges paid monthly, in advance ;Transient fees paid in advance or payment arranged for upon arrival

ASU rents are due 10th of each month, delinquent on the 11th; A late payment fee in the amount of twelve percent (12%) of total amount delinquent on all accounts unpaid will be charged.

*Determined during annual Aviation Storage Unit Inspection and billed thereafter.

RESOLUTION NO. _____ (SHA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE FINDING THAT THE USE OF FUNDS FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR PLANNING AND GENERAL ADMINISTRATIVE COSTS IS NECESSARY FOR THE PURPOSE OF PRODUCING, IMPROVING, AND PRESERVING THE COMMUNITY'S SUPPLY OF LOW AND MODERATE-INCOME HOUSING

WHEREAS, in accord with the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq. ("**CRL**"), the City Council of the City of Watsonville ("**City**") previously established the Redevelopment Agency of the City of Watsonville, a public body, corporate and politic ("**Agency**") to carry out the purposes of and exercise the powers granted to community redevelopment agencies under the CRL; and

WHEREAS, on February 1, 2012, the Agency was dissolved pursuant to Assembly Bill 1X26 (Stats. 2011, 1st Ex. Sess., Ch. 5) ("**AB 26**"), and its rights, powers, duties and obligations were transferred to a "successor agency" (as defined by CRL Section 34171(j) and Section 34173); and

WHEREAS, CRL Section 34176 provides that the City, as the former Agency's creating entity, could elect to retain the housing assets and functions of the former Agency and to assume its rights, powers, duties, obligations; and

WHEREAS, in accord with Section 34176, the City elected to retain the former Agency's housing assets and functions and to become the successor ("**Housing Successor**") to the former Agency's housing rights and duties; and

WHEREAS, as the Housing Successor, the City holds the former Agency's housing funds and assets; and

WHEREAS, as required by CRL section 34176(d), the City has created among the City's accounts a "**Low and Moderate Income Housing Asset Fund**" ("**LMIHAF**") and has deposited the former Agency's housing funds (and income from the former Agency's housing assets) into the LMIHAF; and

WHEREAS, CRL Section 34176 provides that the funds in the LMIHAF may be used only in accord with the CRL's applicable housing-related provisions; and

WHEREAS, the City, as Housing Successor, proposes to expend funds from the LMIHAF for the purposes allowed under the CRL's housing-related provisions, including for planning and administrative expenses directly related to programs and activities authorized by CRL Section 33334.2(e) and Section 33334.3(e); and

WHEREAS, in accordance with CRL Section 33334.3(d), the Housing Successor may expend money from the LMIHAF for planning and general administrative activities directly associated with the development, improvement and preservation of affordable housing which is not disproportionate to the amount actually spent for the costs of the production, improvement, or preservation of that housing; and

WHEREAS, CRL Section 33334.3(d) requires that the Housing Successor determine annually that the planning and administrative expenses paid for with housing funds are necessary for the production, improvement, or preservation of low- and moderate-income housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE , CALIFORNIA, AS FOLLOWS:

Section 1. In accord with CRL Section 33334.3(d), the City Council determines that the Housing Successor's use of funds from the LMIHAF to pay for planning and administrative expenses is necessary for the production, improvement, or preservation of low- and moderate-income housing.

Section 2. In accord with CRL Section 33334.3(e), the City Council authorizes the Housing Successor's use of funds from the LMIHAF for planning and administrative costs directly related to programs and activities authorized by CRL Section 33334.2(e) and Section 33334.3(e).

Section 3. The findings and determinations set forth in this Resolution are final and conclusive.

Section 4. The City Clerk will certify the adoption of this Resolution and cause it to be processed in the manner required by law.

RESOLUTION NO. _____ (CM)
RESOLUTION NO. _____ (SHA)

**A JOINT RESOLUTION OF THE CITY COUNCIL AND CITY COUNCIL
IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING ASSETS
AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY OF
THE CITY OF WATSONVILLE FINDING THAT THE USE OF THE
FORMER AGENCY'S FUNDS AND OTHER ASSETS GENERATED
FROM THE WATSONVILLE 2000 REDEVELOPMENT PROJECT AREA
FOR THE PURPOSE OF IMPROVING, INCREASING, AND
PRESERVING THE COMMUNITY'S SUPPLY OF LOW AND
MODERATE INCOME HOUSING OUTSIDE THE PROJECT AREA WILL
BENEFIT THE PROJECT AREA**

WHEREAS, in accord with the California Community Redevelopment Law (Health and Safety Code sections 33000, et seq.) (the "CRL"), the City Council of the City of Watsonville ("City") previously established the Redevelopment Agency of the City of Watsonville ("Agency"); and

WHEREAS, in accord with CRL section 33334.2(a), not less than twenty percent (20%) of all tax increment that was allocated to the Agency from the Watsonville 2000 Redevelopment Project Area ("Project Area") was placed into the Agency's Low and Moderate Income Housing Fund ("LMIHF") and used to increase, improve and preserve the community's supply of low and moderate income housing; and

WHEREAS, in accord with Assembly Bill 1X26 ("AB26") and Assembly Bill 1484 ("AB1484") (AB26 and AB1484, collectively, the "Dissolution Acts"), the Agency was dissolved and its assets, functions, and obligations were assumed by other public agencies; and

WHEREAS, in accord with CRL section 34176, the City of Watsonville ("City") elected to become the Agency's housing successor agency ("Housing Successor") and to assume the Agency's low and moderate income housing responsibilities, including

those related to the LMIHF and the income attributable to the repayment of loans made from the LMIHF and the sale of assets purchased with LMIHF funds (all of the foregoing, collectively, "Housing Assets"); and

WHEREAS, in accord with CRL section 34176(d), the Housing Successor has established in its accounts a separate "Low and Moderate Income Housing Asset Fund" ("LMIHAF") and has placed all Housing Assets which it received from the Agency into the LMIHAF and will likewise place any future Housing Assets it receives into the LMIHAF; and

WHEREAS, under the Dissolution Acts, the Housing Successor's use of the LMIHAF is subject to the CRL's housing-related requirements; and

WHEREAS, CRL section 33334.2(g) provides that funds in the LMIHF may be used outside the Project Area only if the Agency's governing and legislative bodies determined that the proposed use would benefit the Project Area; and

WHEREAS, as the Housing Successor's legislative and governing body, the City Council may make the findings required by CRL section 33334.2(g) with respect to the use of funds in the LMIHAF outside of the Project Area; and

WHEREAS, the General Plan of the City of Watsonville demonstrates a need for affordable housing throughout the community; and

WHEREAS, the Housing Successor proposes to use funds in the LMIHAF outside of the Project Area for various projects designed to increase, improve, and preserve the City's supply of decent, safe, and sanitary affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND THE CITY COUNCIL IN ITS CAPACITY AS THE SUCCESSOR TO THE HOUSING

ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE :

Section 1. Based on the written and oral information presented to it, the City Council determines as follows:

A. The use of LMIHAF funds for the development of low and moderate income housing outside of the Project Area will benefit the Project Area, since there is the need for additional affordable housing throughout the community, as indicated by the City of Watsonville General Plan, and since more land is needed to develop sufficient affordable housing in the community than is available within the Project Area.

B. The use of LMIHAF funds outside the Project Area is authorized. The Housing Successor's use of LMIHAF funds is subject to the same CRL requirements as the Agency's use of LMIHF funds would have been.

Section 2. The findings and determinations set forth in this Resolution are final and conclusive.

Section 3. The City Clerk will certify the adoption of this Resolution and will cause it to be processed in the manner required by law.
