

**CITY OF WATSONVILLE
PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT
WITH DEVELOPER**

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the **CITY OF WATSONVILLE**, a municipal corporation, herein called "**City**," and **SHAWKI DEYN PROPERTIES, LLC** herein called "**Developer**."

RECITALS

WHEREAS, Developer has filed Improvement Plans and a Final Map with the City for the **Kamilah Deyn Townhomes, Tract No. 1592**, herein called "**PROJECT**," which plans are designated **221 Airport Blvd., A 48 Unit Townhome Project With Relocated Historic Building, APN 015-371-01, and related plans** prepared by **Taluban Engineering, Inc.**, last revised November 18, 2020, **Roper Engineering**, revised December 1, 2020, **and other design professionals**, and request are made that the same be approved by the City Council or City; and

WHEREAS, Developer has offered for dedication to City those certain easements as delineated in the "Final Subdivision Map;" and

WHEREAS, the City Council of the City of Watsonville, on October 9, 2018 by Resolution 162-18 (CM), approved the Time Extension of the Tentative Subdivision Map, approved July 5, 2016 by Resolution 130-16, and associated Special Use Permit with Design Review, approved July 5, 2016 by Resolution 131-16, subject to certain conditions set forth therein, which Developer agrees to perform and to improve such streets and easements and make and install certain other public and on-site improvements in and near the Project; and

WHEREAS, certain work and improvements required by Title 13 of the Watsonville Municipal Code have not been completed, to wit: work and improvements required as conditions for approval of this Project, including, but not limited to, site grading, signage, driveway accesses, drainage, sedimentation control, including the prevention of erosion or damage to off-site property, street construction, sidewalks, curbs, gutters, storm drain, sanitary sewer and water systems, dry utilities, landscaping, irrigation, lighting and, all to be built or completed in accordance with Improvement Plans on file with, and approved by the City Engineer; and

WHEREAS, the approval of the Improvement Plans and Final Map are conditioned upon the execution by Developer of this Agreement; and

WHEREAS, Developer hereby proposes to enter into this agreement with City, by the terms of which agreement Developer agrees to have the work and improvements set forth per the Improvement Plans and Final Subdivision Map described above completed on or before ONE year from the date of execution of this Agreement, and City agrees to approve the Improvement Plans and Final Map prior to the completion and acceptance of said improvements. Developer may apply to the City Engineer for an extension for reasonable cause.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS. Developer shall do all necessary work and construct the improvements described in the Improvement Plans, and complete such work and improvements in accordance with the provisions of the conditions of the Tentative Subdivision Map [Resolution No. 130-16 (CM)] and the Special Conditional Use Permit with Design Review [Resolution No. 131-16 (CM)]. All the improvements shall be completed on or before one year from the date of the execution of this Agreement, unless a written extension has been granted by the City.

2. PERFORMANCE OF WORK: PLANS AND SPECIFICATIONS. Developer shall construct, install and furnish at Developer's expense, in a good workmanlike manner, all improvements as set forth in the Improvement Plans according to City improvement standards, to fulfill all requirements of Title 13 of the Watsonville Municipal Code, and all requirements of the soils engineer. All improvements must be completed within one year from the date of agreement. Developer shall do all work and furnish all materials necessary to complete the required public and on-site improvements in strict accordance with approved street Improvement Plans and specifications on file as required by City improvements standards and with any changes required or ordered by the City which are necessary or required to complete the work. All work and improvements shall be completed under the direction of and subject to the satisfaction of the City Engineer.

3. EROSION CONTROL. Developer will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties during inclement weather. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion, City may do the work on an emergency basis and back-charge the Developer for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover City's expenses.

4. PAYMENT OF DEVELOPMENT FEES AND CHARGES. Bonds, deposits or other financial guarantees listed in Numbers five through eight of this Agreement are required and must be deposited with the City fourteen (14) days prior to the City Council meeting at which this agreement will be heard.

5. FAITHFUL PERFORMANCE AND LABOR AND MATERIALS SECURITIES.

(A) **FAITHFUL PERFORMANCE GUARANTEE.** Developer shall submit with this Agreement a Faithful Performance Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE MILLION FIVE HUNDRED FORTY NINE THOUSAND DOLLARS (\$1,549,000) which is 100% of the total estimated cost of the improvements both public and private calculated as follows:

Improvement Cost -	\$1,549,000
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Bond Amount - 100%	\$1,549,000
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-AND-

(B) **LABOR AND MATERIALS (PAYMENT) GUARANTEE.** A Labor and Materials (Payment) Bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000) which is 100% of the total estimated cost of the public improvements calculated as follows:

Improvement Cost - \$265,000

Bond Amount - 100% \$265,000

Performance and labor and materials bonds shall be released upon acceptance of public improvements by City Council.

6. DEFECTIVE MATERIALS AND WORKMANSHIP (WARRANTY) BOND.

Developer shall submit with this Agreement a bond issued by a bonding company with a Standard and Poor's rating of AAA, in the amount of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$155,000), which is ten percent (10%) of the contract amount to secure the improvements for a period of one (1) year following completion and acceptance by the City Council against any defective work or labor done, or materials furnished.

Improvement Cost - \$1,549,000

Fund Amount - 10% \$155,000

NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that within a period of one (1) year after final acceptance of the work performed under this Agreement any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement fails to fulfill any of the requirements of the specifications referred to herein, Developer shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. The city is hereby authorized to make such repairs if within ten (10) days after the mailing of notice in writing to Developer or its agent, Developer shall neglect to make or undertake with due diligence the aforesaid repairs, replacements or reconstruction; provided, however, that in case of an emergency where in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to Developer and Developer shall pay the costs thereof.

7. **CLEAN UP DEPOSIT (FUND TO CLEAR PUBLIC STREETS).** Developer shall deposit in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000) to the City, which is one percent (1%) of the contract amount to secure clean up work. No other form of security will be accepted for this deposit.

Improvement Cost -	\$1,549,000
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Deposit amount - 1%	\$16,000
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NO OTHER IMPROVEMENT SECURITY SHALL BE ACCEPTABLE. The security shall provide that it shall be the duty of the Developer, or its contractors and agents, to maintain all public streets in and about the Project free and clear of all debris, dirt, mud or other construction material during the course of construction. The existence of any such debris, dirt, mud or other construction material is hereby declared and acknowledged to be a public nuisance. The city is hereby authorized to use such cash sums if within three (3) days after the mailing of notice in writing to Developer or its contractors or agents the Developer or its contractors or agents fail and refuses to clear or remove such debris, dirt or other construction material from the public streets as directed by the City Engineer; provided, however, that in case of an emergency where in the opinion of City delay may cause serious injury to the public interest, City may clear and remove such material without notice to Developer. The remaining deposit as herein provided shall be refunded to Developer upon acceptance of the improvements by the City Council.

8. **HOLD HARMLESS.** Developer shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability or damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer or Developer's contractors, subcontractors, agents or employees' operations under this Agreement, whether such operations are by Developer or by any of Developer's contractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(A) That City does not and shall not waive any rights against Developer which it may have by reason of the hold harmless agreement, because of the acceptance by City or the deposit with City by Developer, or any of the insurance policies described herein.

(B) That the hold harmless agreement by Developer shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in Number 9 of this Agreement, regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damage.

9. **INSURANCE.** Prior to issuance of an On/Offsite Permit for the work described within this Improvement Agreement, Developer and any contractor doing work shall provide Certificates of Insurance and Endorsements as satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any policy during the effective period of this Agreement, and any extension thereto. All insurance certificates are to be originals, showing policy numbers, expiration dates, and local underwriters' name and address. No binders, riders, or carbon copies will be accepted.

REDUCED, CANCELED, OR EXPIRED INSURANCE. Policies reduced, canceled or expired without written approval of City shall be immediately reinstated in the amounts required, by this Agreement as of the date of reduction or cancellation. Failure to comply with this requirement may result in the termination by the City of all work on the Project. All policies shall remain in force for sixty (60) days after the City accepts the project as complete. Developer and any contractor shall not perform work under this Agreement unless they have provided all insurance required under this paragraph in satisfactory form, nor shall they allow any contractor or subcontractors unless all insurance required of the contractor or subcontractor to perform work on contracts is in full force and effect.

INSURANCE REQUIREMENTS.

(A) **PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE.** Developer and any contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance, by an insurer acceptable to the City, that shall name and insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations are by Developer or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(A.1.) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred

Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for claims which may arise from the operations of the Developer in the performance of the work hereunder provided, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. This insurance must include coverage for contractual liability assumed by the Developer pursuant to Section 9 of this Agreement. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(A.2.) AUTOMOBILE LIABILITY INSURANCE. For all vehicles used in the performance of this agreement, Developer and any contractor shall provide bodily injury liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each person and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence, and property damage liability limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) for each accident or occurrence which may arise from the operations of the Developer in performing the work provided for herein, OR combined single limits of Five Hundred Thousand and no/100 Dollars (\$500,000.00) therefore. Said policy shall contain a standard form of cross liability endorsement policy, that insures the City, its elective and appointive boards, commissions, officers, agents and employees, Developer, and any contractor or subcontractor performing work covered by this Agreement.

(B) WORKER'S COMPENSATION INSURANCE. Developer and any contractor shall maintain Worker's Compensation Insurance during the life of this Agreement, with an insurance company licensed to provide such insurance in California for all employees employed by either at the site of improvement, and in case any work is sublet, they shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation Law, Developer and any contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer and any contractor hereby indemnifies City for any damages resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

10. BOND REQUIREMENTS. Developer shall submit bonds with this Agreement as satisfactory evidence of the bonds required, and evidence that each carrier is required to give City at least thirty (30) days prior notice of cancellation or reduction in coverage of any bond during the effective period of this agreement, and any extension thereto. All bonds are to be

originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted. Standard forms adopted by City shall be used by surety.

11. WORK HOURS. Working hours will only be between 7:00 a.m. and 7:00 p.m. Monday through Friday. The Developer shall submit a written request to the City Engineer, in advance, for authorization to work on weekends and/or holidays. The cost of the inspector's overtime salary plus twenty (20) percent shall be paid for by the Developer, prior to acceptance of the Project.

12. DUST CONTROL. Contractor shall control the dust resulting from the construction of this Project regardless of whether it is the result of contractor's operation or caused by public traffic only.

13. VIDEO INSPECTION OF SEWERS AND STORM DRAINS. Upon completion of sewers, storm drains and written notification by the City Engineer, the Developer shall deliver to the City a video recording of all the sanitary sewer mains and storm drains to the City's satisfaction and provide a DVD disk to the City. This cost shall be borne by Developer.

14. AS-BUILT PLANS. The applicant's contractor shall maintain one set of full size, approved plans and mark thereon any deviations from plan dimensions, elevations or orientations. Marked plans shall be updated weekly and shall be available to the City for review when requested. Revisions to the plans shall be done in black ink. They shall be clouded and a delta or a note placed next to the clouding that indicates that the change was done as the plans were being "as-built." As-built plans shall be maintained for all approved improvement plans, including but not limited to, grading, retaining wall, drainage, utility, roadway, landscape and irrigation plans.

Any differences in elevations of gravity pipe inverts at manholes, inlets, drainage swales and detention facilities from the elevations shown on the plans shall be recorded on the as-built plans.

Upon completion of the landscape and irrigation improvements that shall be owned and maintained by the City, the applicant's landscape and irrigation contractors shall meet with City staff to develop accurate as-built plans.

Prior to final acceptance of the project by the City, the applicant shall provide the City with a copy of the marked plans for review. After the City has approved the marked plans, the

applicant shall submit a reproducible copy to the City. The plans shall be on vellum or mylar and each sheet shall be identified by an "as-built" or "record drawing" stamp.

14.1 COMPLIANCE WITH LAWS AND REGULATIONS. Developer shall obey all laws in performing its obligations under this Agreement.

(A) In the design and construction of all improvements set forth in the Improvement plans, the Developer shall comply fully with all applicable disabled-accessibility laws, regulations, and guidelines under local, state, and federal law, including but not limited to, regulations and guidelines promulgated under the Americans with Disabilities Act ("ADA"), Federal Fair Housing Act and California Building Standards Disability Access Guidelines (Title 24 of the California Code of Regulations). Where an apparent conflict exists between applicable regulations, guidelines, and/or portions of this Agreement, the more restrictive requirement shall control so as to provide better access.

(B) Developer shall defend, indemnify and hold the City of Watsonville harmless for all claims, damages, or injuries asserted against the City of Watsonville, its elected officials, employees, and agents related to any assertions related to whether this project fails to comply with any such law.

15. LOCATION OF STORAGE AND CONSTRUCTION YARD. Developer shall locate any construction yard for the storage of equipment, vehicles, supplies, and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for the Project or the construction of buildings therein, in such manner so as to cause a minimum of inconvenience to persons living in the area immediately adjacent to the Project, and to obtain the approval of the City Engineer to the proposed location of the yard. Immediately upon completion of the final building to be constructed in the Project, or unit thereof to which this Agreement refers, Developer shall cease using the construction yard and shall remove therefrom all supplies, materials, equipment or vehicles being stored or kept thereon; Developer further shall not use the construction yard for construction of buildings in any other project or unit of a project to which this Agreement refers. The city may extend the time within which supplies, materials, equipment or vehicles may be stored or kept therein if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer, stating fully the grounds and facts relied upon for such extension. No storage of materials shall be permitted on any public right of way.

16. INCORPORATION OF USE PERMIT AND TENTATIVE MAP PERMIT CONDITIONS. Pursuant to the provisions of Resolution No. 131-16 [CM] approving the Special Conditional Use Permit with Design Review, and Resolution No. 130-16 [CM]

approving the Tentative Map, the Developer affirms that the conditions and restrictions set forth in said resolutions shall be applicable to this Agreement and by such reference the conditions and restrictions are incorporated herein, and shall be placed on the plans submitted for all building permit applications.

17. PERFORMANCE BY CITY. It is understood that should Developer fail to construct any or all of the improvements as herein provided, the City may construct or cause to construct such improvements not completed under this Agreement. The City may draw against any of the securities mentioned herein for payment of any labor and/or materials expended to fulfill this Agreement.

18. PERMITS; COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

(A) After City Council approval of this Improvement Agreement and prior to starting construction, Developer's contractor shall obtain an On/Offsite Permit for the proposed improvements. Contractor shall provide an insurance certificate meeting the requirements of the insurance coverages described in this Agreement.

19. PRECONSTRUCTION MEETING. Prior to starting construction of the improvements described in this Agreement, Developer shall hold a preconstruction meeting at the Community Development Department. Developer shall schedule the meeting. Participants shall include the Developer, the Owner, the General Contractor, the Project Engineer, the Soils Engineer and representatives of any Testing Agencies involved with the project.

20. INSPECTION BY CITY. Developer shall at all times maintain proper facilities and provide safe access for inspection by City, to all parts of the work and to shops wherein the work is in preparation. All improvements are subject to inspection by City, and provisions shall be made therefore for a period of twelve (12) months after acceptance by City.

21. OCCUPANCY. Developer shall complete the required Public and On-Site Improvements in accordance with approved Improvements Plans, specifications and change orders in the Public Works and Utilities Department and the Community Development Department. No building shall be occupied prior to completion and acceptance of these improvements by the City Engineer.

22. TITLE TO IMPROVEMENTS. Title to and ownership of certain improvements constructed hereunder by Developer shall vest absolutely in City, upon completion and acceptance of such improvements by City.

23. DEVELOPER NOT AGENT OF CITY. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligation under this Agreement.

24. NOTICE OF BREACH AND DEFAULT. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of the work within such time, or if the Developer should be adjudged as bankrupt, or Developer shall make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, Public Works and Utilities Director, City Engineer or the City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement of any portion thereof, and default of Developer.

25. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Developer's performance surety shall have the duty to take over and complete the work in the improvement herein specified; provided, however, that if the surety, within five (5) days of the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within (5) days after notice to City of such elections, City may take over the work and prosecute the same to completion, by contract or by any other method the City may deem necessary, for the account and at the expense of Developer and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby; and in such events City, without liability for so doing may take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Developer as may be on the site of the work necessary therefore.

26. BREACH OF AGREEMENT: LEGAL EXPENSES TO CITY. In the event a court action or arbitration is filed to enforce the terms of this Agreement, or to obtain relief by way of damages arising from default in the performance thereof, the prevailing party shall be awarded reasonable attorneys' fees and the cost of expert witnesses' as additional damages.

27. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assignees of each of the parties. Developer shall inform potential buyers of the obligations on successors and assignees created by this paragraph. Developer shall

provide copies of this executed Agreement to those potential buyers. Developer is advised that the sale of all or part of the lands of the underlying Project does not automatically transfer from the Developer of the land the security obligations of this Agreement. Those security obligations attach to Developer until all obligations of Developer under this Agreement are fulfilled or transferred by substitution of a replacement agreement and replacement securities acceptable to the City.

28. FILING OF THE FINAL MAP. Upon City Council approval of the Final Map and this Agreement, bonds, insurances and securities, the City Clerk shall transmit the Final Map to the County of Santa Cruz for filing and recording in the office of the County Surveyor.

29. NOTICES. All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Clerk
City of Watsonville
275 Main Street, 4th floor
Watsonville, CA 95076

Notices required to be given to the Developer shall be addressed as follows:

Shawki Deyn Properties, LLC
c/o Raeid Farhat
734 East Lake Avenue #9
Watsonville, CA 95076

30. ATTACHMENTS HERETO. The following checked items are either attached hereto or made a part hereof by reference:

- X List of Development Fees and Charges (Attachment A)
 Engineer's Estimate (Attachment B)

Please note: Certificate of Insurance and Insurance Endorsements (Shall be provided per "Section 9. Insurance" of this Improvement Agreement.)

IN WITNESS WHEREOF, the parties have hereto executed this Public Improvement Agreement on the day and year first herein above written:

ATTEST:

CITY OF WATSONVILLE

A Municipal Corporation

City Clerk

City Manager

APPROVED AS TO FORM:

DEVELOPER

City Attorney



City of Watsonville – 275 Main Street, 4th Floor – Watsonville CA 95076
FEE SHEET – IMPROVEMENT AGREEMENT

Developer's name: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Project Location: 221 Airport Blvd. (APN 015-371-01) Watsonville CA 95076
Project Name: Kamilah Deyn Townhomes,
Tract No. 1592

Property Owner: Shawki Deyn Properties LLC
c/o Raeid Farhat
Address: 734 East Lake Avenue #9
Watsonville, CA 95076
Phone #: (831) 728-0555
APN: 015-371-01
Type of Project: Townhouse subdivision
Number of Lots: 49

FEE SCHEDULE

The following estimated costs and fees for the above project are subject to plans reviewed or discussed. Estimated costs cannot be construed as binding on the City. Any change in plans will effect these costs and fees. Please verify estimated costs at the time you are ready for agreement acceptance. The City Revenue Account is in parenthesis.

A. Engineering Services (5203) =	\$ 37,633.00
B. Inspection (5206)	\$ 20,800.00
C. Permit Fees (5211)	\$ 713.00
D. Soil Testing	\$ -
E. Grading/Erosion Control	\$ -
F. Payback Agreements	-

Sub Total Fees (A-F) \$ 59,146.00

G. Impact Fees	\$ 928,072.45
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H. Water & Sewer Fees & Charges	\$ 265,375.88
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Sub Total (Fees G & H) \$1,193,448.33

TOTAL FEES \$1,252,594.33

Please make check payable to City of Watsonville.

CHECKLIST OF ITEMS REQUIRED

- √ Two signed copies of agreement
- Improvement plan originals
- √ Four sets of improvement plans
- √ Final Map original
- √ Final Map reduced to 8-1/2" x 11"
- Street grant deeds
- Easement deeds
- √ Faithful Performance bond
- √ Labor & Material bond
- √ Defective Materials & Workmanship (Warranty) bond
- Monument deposit
- √ Clean-up deposit
- √ Certificate of Insurance
- √ Insurance Endorsements

Note: All bonds and certificates to be originals, showing policy numbers, expiration dates, and local underwriter's name and address. No binders, riders, or carbon copies will be accepted.

ALL CERTIFICATES OF INSURANCE TO HAVE A 30-DAY NOTICE OF CANCELLATION.

Prepared by: David Caneer
Dated: 6/2/21

Project Name: Kamilah Deyn Townhomes, Tract No.
1592

<u>Item</u>	<u>Amount Due</u>
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**A. Engineering Services
(Plan Check)**

	\$ 37,633.00
Improvement plan check =	\$ 34,720.00
Drainage Study review =	\$ 964.00
Geotechnical Peer review =	--
Structural Peer review =	\$ --
Addressing fee =	\$ 320.00
Final Map review=	\$ 445.00
Final Map recordation =	\$ 326.00
Subdivision Agreement Preparation =	\$ 538.00
Map Processing =	\$ 320.00

B. Inspection

Inspection fee (5206) =	\$ 20,800.00
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C. Encroachment Permit Fees

\$ 713.00

D. Soils Testing

\$ (1)

E. Grading/Erosion Control

\$ (2)

F. Payback Agreements

none

G. Impact Fees (3)

\$ 928,072.45

Impervious surface =	\$ 40,309.20
Storm drain (5365) =	\$ 21,499.87
Underground in lieu fee (5284) =	\$ 22,432.17
City Wide Traffic Impact Fee (5360) =	\$ 96,480.00
Recreation & Parks Facilities Fee (5367) =	\$ 270,000.00
Public Facilities Impact Fee (5362) =	\$ 26,864.40
Fire Impact Fee (5361) =	\$ 48,000.00

Affordable Housing Impact Fee
(5304) =

\$ 335,328.00

Groundwater Impact Fee
(5312) =

\$ 67,158.81

**H. Water & Sewer Fees &
Charges (4)**

\$ 265,375.88

Sewer Connection Fee (5364) =	\$ 93,590.21
Water Connection (5313)	\$ 121,864.91
Meter Fees (5266)	\$ 49,920.76
Total due	\$1,252,594.33
Previously paid	\$ 59,146.00
Balance due	\$1,193,448.33

(1) Soil testing paid by applicant per the Engineer
Special Inspection and Testing Agreement.

(2) Included with Engineering Services.

(3) Impact fees identified under "G" shall be paid at
or before occupancy, upon final inspection, or the
date a certificate of occupancy is issued, whichever
first occurs, as provided by subdivision (a) of
California Government Code 66007.

(4) Utility service fees identified under "H" shall be
paid at the time an application for utility service is
requested.