AGENDA
CITY OF WATSONVILLE
CITY COUNCIL MEETING

Motto: “Opportunity Through Diversity; Unity Through Cooperation."

Mission Statement: “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.”

Mayor Oscar Rios, District 2
Lowell Hurst, Mayor Pro Tempore, District 3

Felipe Hernandez, Council Member, District 1
Jimmy Dutra, Council Member, District 4
Rebecca J. Garcia, Council Member, District 5
Trina Coffman-Gomez, Council Member, District 6
Dr. Nancy A. Bilicich, Council Member, District 7

Charles A. Montoya City Manager
Alan J. Smith, City Attorney
Beatriz Vázquez Flores, City Clerk

CIVIC PLAZA COUNCIL CHAMBERS
275 MAIN STREET, 4TH FLOOR, 6TH LEVEL PARKING
WATSONVILLE, CALIFORNIA

INTERPRETATION SERVICES
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 televised live on Charter Cable Communications Channel 70 and AT&T Channel 99. Meetings are 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 or interpretation services, please call the City Clerk’s Office at (831) 768-3040.
JOINT REGULAR CITY COUNCIL/
SPECIAL PLANNING COMMISSION MEETING

February 14, 2017
City Council Chambers
275 Main Street, 4th Floor

5:00 P.M. to 7:00 P.M.

ROLL CALL

AB 1234 ETHICS TRAINING (2 Hours)
(a) AB 1234 Ethics Training by City Attorney Smith
(b) Public Input

7:00 P.M.
REGULAR CITY COUNCIL

1. CLOSED SESSION
   (City Council Conference Room, 275 Main Street, 4th Floor)
   (a) Public Comments regarding the Closed Session agenda will only be accepted by
       the City Council at this time.
   (b) Closed Session Announcement
       The City Council will now recess to discuss those items listed on the Closed
       Session Statement attached to the Agenda.

7:30 P.M.

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

(If you challenge any action appearing on this agenda in court, you may be limited

To raising only those issues you or someone else raised at the public meeting

Described on this agenda, or in written correspondence delivered to the city

Clerk prior to, or at, the public meeting.)

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS—Written Report(s) Only
   A. Report of Disbursements
   B. Miscellaneous Documents
5. PRESENTATIONS & ORAL COMMUNICATIONS

A. ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL
(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. Any Council Member may place matters brought up under Oral Communications on a future agenda. 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

B. REPORT OUT OF CLOSED SESSION

6. 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 JANUARY 10 & 24 & FEBRUARY 3, 2017

B. RESOLUTION APPROVING CONTRACT WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT, FOR USE OF THE WATSONVILLE HIGH SCHOOL POOL FOR THE CITY’S 2017 SUMMER SWIM PROGRAM (Recommended by Parks & Community Services Director Espinoza)

C. RESOLUTION APPROVING CONTRACT WITH THE COVELLO GROUP TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CORRALITOS CREEK WATER TREATMENT PLANT IMPROVEMENT PROJECT NO. W-17-01, IN AN AMOUNT NOT EXCEED $299,460 (Recommended by Public Works & Utilities Director Palmisano)

D. ENVIRONMENTAL SERVICES FOR SUNSHINE VISTA PROJECT (Recommended by Acting Community Development Director Merriam)
   1) Resolution Approving Environmental & Entitlement Review Processing Reimbursement Contract with California Sunshine Development LLC, for Reimbursement of Environmental Services Provided by Rincon Consultants, Inc., for the Proposed Development Located at 511 Ohlone Parkway, in an Amount not Exceed $205,623
   2) Resolution Approving Contract with Rincon Consultants, Inc., for Environmental Services for the Proposed Development Located at 511 Ohlone Parkway, in an Amount not to Exceed $205,623, which will be Fully Paid by California Sunshine Development LLC

E. RESOLUTION APPROVING FIRST AMENDED REVENUE MEASURE OVERSIGHT COMMITTEE BYLAWS (Recommended by City Attorney Smith)

F. RESOLUTION APPROVING FIFTH AMENDMENT TO CONTRACT OF BEATRIZ VÁZQUEZ FLORES FOR EMPLOYMENT AS CITY CLERK
G. NEW WATER SERVICES JOB DESCRIPTIONS & CLASSIFICATIONS:
(Recommended by Personnel Commission)
1) Resolution Approving & Authorizing New Job Classification & Job Description for Water Services Crew Leader at Established Salary Range Of $30.0422 - $40.2594 Per Hour
2) Resolution Approving & Authorizing New Job Classification & Job Description For Water Services Technician I at Established Salary Range of $20.7027 - $27.7435 Per Hour
3) Resolution Approving & Authorizing New Job Classification & Job Description for Water Services Technician II at Established Salary Range of $23.3874 - $31.3413 Per Hour
4) Resolution Approving & Authorizing New Job Classification & Job Description for Water Services Technician III at Established Salary Range of $27.1160 - $36.3380 Per Hour
5) Resolution Approving & Authorizing New Job Classification & Job Description for Water Services Supervisor at Established Salary Range of $33.9723 - $45.5261 Per Hour; & Repealing Job Classification & Description of Field Services Supervisor
6) Resolution Approving & Authorizing New Job Classification & Job Description for Water Services Manager at Established Salary Range of $37.7557 - $50.5962 Per Hour; & Repealing Job Classification & Description of Field Services Manager

H. RESOLUTION APPOINTING RAQUEL MARISCAL TO THE CITY OF WATSONVILLE PERSONNEL COMMISSION [DISTRICT 2]

I. RESOLUTION ACCEPTING $364,945 AB 2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM GRANT FROM THE MONTEREY BAY AIR RESOURCES DISTRICT FOR GREEN VALLEY ROAD ADAPTIVE TRAFFIC CONTROL SYSTEM TO IMPROVE TRAFFIC OPERATIONS ALONG GREEN VALLEY ROAD; & APPROPRIATING SUCH FUNDS TO THE GRANTS BUDGET (Recommended by Public Works & Utilities Director Palmisano)

J. FINAL ADOPTION OF ORDINANCE AMENDING TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) BY ADDING A NEW CHAPTER 48 (SAFE DISPOSAL OF DRUGS AND SHARPS) OF WATSONVILLE MUNICIPAL CODE FOR THE DISPOSAL OF SHARPS AND PHARMACEUTICALS

K. FINAL ADOPTION ORDINANCE AMENDING ARTICLE 18 (SPEED LIMITS) OF CHAPTER 5 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE TO ESTABLISH THE SPEED LIMITS IN ACCORDANCE WITH THE CITY OF WATSONVILLE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS, PART 1, JANUARY 2017

7. ITEMS REMOVED FROM CONSENT AGENDA
8. REPORTS & PRESENTATIONS

A. PRESENTATION OF THE WATSONVILLE MAYOR’S YOUTH VIOLENCE PREVENTION INITIATIVE: UPCOMING ACTIVITIES BY ERICA PADILLA-CHAVEZ (CHIEF EXECUTIVE OFFICER, PVPSA) & JAVIER DIAZ (YOUTH VIOLENCE PREVENTION TASK FORCE COORDINATOR, UNITED WAY OF SANTA CRUZ COUNTY)—10 Minutes
   1) Oral Report
   2) City Council Questions
   3) Public Input
   4) City Manager Comments
   5) City Council Discussion
   6) Appropriate Motion, if any

B. PRESENTATION BY WATSONVILLE POLICE ON HUMAN TRAFFICKING (Requested by Council Member Garcia)
   1) Oral Report by Police Chief Honda
   2) City Council Questions
   3) Public Input
   4) City Manager Comments
   5) City Council Discussion
   6) Appropriate Motion, if any

9. PUBLIC HEARINGS, ORDINANCES, & APPEALS

A. JOINT EXERCISE OF POWERS AGREEMENT RELATING TO & CREATING THE MONTEREY BAY COMMUNITY POWER AUTHORITY OF MONTEREY, SANTA CRUZ, & SAN BENITO COUNTIES (Recommended by City Manager Montoya)
   1) Staff Report
   2) City Council Questions
   3) Public Hearing
   4) City Manager Comments
   5) City Council Discussion
   6) Resolution Approving Joint Exercise of Powers Agreement Establishing the Monterey Bay Community Power (MBCP) Authority; & Adopting California Environmental Quality Act (CEQA) Exemption Findings
   7) Resolution Appointing Council Member _____________________ as Director & Council Member _____________________ as Alternate to the Monterey Bay Community Power Joint Powers Authority Policy Board of Directors
   8) Introduction of Uncodified Ordinance Authorizing Implementation of a Community Choice Aggregation (CCA) Program

10. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

11. EMERGENCY ITEMS ADDED TO AGENDA

12. 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 COUNCIL  
CITY OF WATSONVILLE  
CLOSED SESSION AGENDA  
AND STATEMENT FOR MAYOR PRIOR TO CLOSED SESSION  
(Government Code §§ 54954.2 and 54957.7)  

7:00 P.M.  
City Council Chambers  
275 Main Street, 4th Floor  

X Regular ___ Adjourned ___ Special Meeting of ___ February 14, 2017 ___  
[Date]  

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

A. PERSONNEL MATTERS  
(Government Code Section 54957)  

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
   
   Title: City Clerk  

B. CONFERENCE WITH LABOR NEGOTIATOR  
(Government Code Section 54957.6)  

1. Agency negotiator: Mayor’s Ad Hoc Committee (Mayor Pro Tempore Hurst and Council Members Dutra and Garcia)  
   
   Unrepresented employee: City Clerk  

Dated: Thursday, February 09, 2017  
Prepared by:  

Alan J. Smith, City Attorney
# CITY OF WATSONVILLE
## FINANCE DEPARTMENT
### SUMMARY OF DISBURSEMENTS
**WARRANT REGISTER DATED 1/25/2017 to 2/14/2017**

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**TOTAL**   **2,012,040.02**

This is to certify that the above claims are budgeted and appropriated for:

**WILLIAM P. HAYS**

Administrative Services Manager

**CHARLES A. MONTOYA**

City Manager

Total Accounts Payable 1/25/2017 to 2/14/2017: **1,389,759.63**

Payroll Invoices: **622,280.39**

Total of All Invoices: **2,012,040.02**
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1.0 MINUTES
--Planning Commission
   December 6, 2016

--Parks & Recreation Commission
   November 3, 2016

2.0 APPLICATIONS FOR ALCOHOLIC BEVERAGES LICENSE
--Quick Stop Market 63
   January 19, 2017

--Quick Stop Market 9063
   January 19, 2017

--Mi Pueblo Food Center
   January 19, 2017

--Wing Stop
   February 8, 2017

3.0 PROCLAMATIONS
--Luis Sanchez
   January 27, 2017

--Dick Peixoto
   Man of the Year
   January 28, 2017

--Kathleen King
   Woman of the Year
   January 28, 2017

--Frank & Loretta Estrada
   Lifetime Achievement
   January 28, 2017

--Watsonville Aptos Adult Education
   Organization of the Year
   January 28, 2017

--Register Pájaronian
   Business of the Year
   January 28, 2017

--Agri-Culture’s Down to Earth Woman Luncheon
   Event of the Year
   January 28, 2017
In accordance with City policy, all Planning Commission meetings are recorded on audio and videotapes 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, Marty Corley, Dobie Jenkins, Anna Kammer, Vice Chair Jenny Sarmiento and Chair Aurelio Gonzalez. Commissioners Rick Danna and Nick Rivera were absent.

   Staff members present were Acting Community Development Director Suzi Merriam, Principal Planner Justin Meek, AICP, Recording Secretary Deborah Muniz, Office Assistant Lizette Salgado, and City Interpreters Carlos Landaverry and Mindy Esqueda.

2. **PLEDGE OF ALLEGIANCE**

   Chair Gonzalez led the Pledge of Allegiance.

3. **PETITIONS AND ORAL COMMUNICATIONS**

   None

4. **CONSENT AGENDA**

   A. **MOTION APPROVING MINUTES FOR THE NOVEMBER 1, 2016 REGULAR MEETING**

      MOTION: It was moved by Commissioner Corley, seconded by Commissioner Kammer, and carried by unanimous voice vote to approve the Consent Agenda:

5. **PUBLIC HEARINGS**

   A. **A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2016-176) TO ALLOW THE CONVERSION OF AN EXISTING 9,994± SQUARE-FOOT COMMERCIAL BUILDING INTO AN AUTOMOTIVE REPAIR SHOP AT 1923 FREEDOM BOULEVARD (APN: 014-081-07), FILED BY DOUG TANNER, APPLICANT AND PROPERTY OWNER.**

      1) **Staff Presentation**

         The staff report was given by Principal Planner, Justin Meek.
ADMITTED MINUTES  4.A

Commissioner Jenkins asked if there were any concerns in regards to the widening of the road space.

Mr. Meek responded that there weren’t any concerns.

Commissioner Kammer asked if the project required the issuance of another permit for signage, landscaping and irrigation and how soon after approval of the project will the applicant apply for these permit approvals?

Mr. Meek clarified that the landscaping and irrigation would be part of the building permit for the project, and a sign permit would be a separate application once the applicant is ready to submit.

Commissioner Corley shared his concern in regards to parking vehicles outside.

Mr. Meek responded that it would not be an issue because the proposed fencing and landscaping would help in not creating a visual nuisance.

Commissioner Corley shared his concerns about the long list of Fire requirements on the proposed project.

Mr. Meek responded that the fire-related comments provided are a courtesy of the Fire Department of what type of information the applicant could expect to have to provide as part of a building permit application to comply with fire code requirements.

Commissioner Corley asked for more clarification on the Fire requirement list.

Mr. Meek responded that these are typical requirements for this type of use.

Ms. Merriam clarified that the fire requirements are coming in because it is a change in use and need to meet current requirements (e.g., sprinkler system).

Commissioner Corley asks if a Special Use Permit is needed for a paint booth.

Mr. Meek clarified that the current permit included that paint booth.

Ms. Merriam stated that the ordinance was changed a couple of years back where a permit is need only for a spray booth and to be incorporated into the same permit where it meets building and fire requirements.

Vice-Chair Sarmiento asked if the building needed to be modified for proper oil disposal and toxic chemical use in the building to be suitable for a body shop

Ms. Merriam and Mr. Meek clarified that the proposed project is geared more towards the exterior of the body of the car as opposed to working on the engine.

Chair Gonzalez asks for clarification on the Special Use Permit for clarification as to whether it is an automotive repair shop or automotive body shop.

Chair Gonzalez also asked about the proposed 8 foot fencing and asked if it would meet the Municipal Code requirements.
ADOPTED MINUTES  4.A

Mr. Meek clarified that the fencing would be at the rear of the front yard landscaping area and serve to define the frontage of the building and entrance to and from the building.

Chair Gonzalez asked the staff to look at the presentation for clarification on the fencing.

Chair Gonzalez asked for clarification regarding pedestrian walkways onsite.

Mr. Meek and Ms. Merriam clarified that there is an accessible path of travel from the front of the store to the street, that landscaping will define entries to the site, and the proposed Conditions of Approval would require that fencing and landscaping be pushed back to meet setback requirements (15 feet).

Chair Gonzalez asked if the proposed changes would be noted in the Commissioners meeting packets.

Mr. Meek asked that the Commissioners take a look at the meeting packet for clarification in regards to the Conditions of Approval for the discussed changes.

Commissioner Kammer asked for clarification on the position of the wrought iron fence.

Mr. Meek clarified that it would be walkway, landscaping and then fence to soften the look of the fence.

Vice-Chair Sarmiento shared her concerns about the landscaping part of the project.

Mr. Meek responded that landscaping is part of the building permit and would have to be installed before to final occupancy.

Chair Gonzalez asked if there would still be adequate parking even after the landscaping and fence.

Mr. Meek responded that there would be plenty of parking because parking is provided in front and to the side of the building.

Vice Chair Sarmiento asked for clarification in the images presented in the PowerPoint regarding a building next to project.

Commissioner Corley and Chair Gonzalez responded that the building being pointed out was Tony’s auto repair located next door to the proposed project.

Commissioner Kammer asked about residential areas near the building.

Mr. Meek responded that the rear property is residential on Carey Avenue.

Chair Gonzalez asked once again for clarification on whether the business will consist of an automotive repair or auto body repair shop.

Mr. Meek stated the applicant was present and would be able to clarify those concerns.
2) **Applicant Presentation**

Bryan Spector architect on the project shared his presentation.

Vice Chair Sarmiento asked what type of business would be taking place in the location: auto repair or auto shop?

Mr. Spector responded that the business would be an auto body shop for collision repair.

Vice Chair Sarmiento asked if oil changes would be performed at the location.

Mr. Spector responded no. Only collision repair for replacing car parts and painting will occur onsite.

George Mendoza, the property owner’s step-son, clarified that the location will consist of collision repairs and not mechanical repairs.

Vice Chair Sarmiento asked if the applicant is currently operating a business.

Mr. Mendoza, applicant’s son, responded that he is currently operating an auto body shop located on Lee Road and is looking to expand into the Freedom Boulevard area.

Chair Gonzalez asked about security measures for the property to avoid vandalism issues in the area.

Mr. Mendoza stated that there will be a security system in place and all vehicles will be parked inside the shop.

Commissioner Corley asked Mr. Mendoza if he was planning to keep the auto body shop open on Lee Road.

Mr. Mendoza responded yes.

Commissioner Kammer asked if the business is being expanded and if new employees will be hired.

Mr. Mendoza clarified that his business is being expanded and there will be a lot of potential for new employees for the site.

3) **Public Hearing**

Chairperson Gonzalez opened the Public Hearing

Hearing no public comments, Chairperson Gonzalez closed the Public Hearing.

4) **Commission Discussion**

None

5) **Motion:**
ADOPTED MINUTES  4.A

It was moved by Vice Chair Sarmiento and seconded by Commissioner Jenkins and carried by the following vote to adopt a resolution approving Application (PP2016-176) for a Special Use Permit with Design Review and Environmental Review to allow the conversion of an existing 9,994± square-foot commercial building into an automotive repair shop at 1923 Freedom Boulevard (APN: 014-081-07) and approving the following modification to Condition No. 17:

17. LANDSCAPE FRONTAGE – The applicant shall revise the Site Plan and Landscape Plan to increase the depth of the landscape area to be in line with masonry wall of the trash enclosure and provide a consistent landscape width fronting Freedom Boulevard. The minimum depth of the landscape area shall be at least fifteen (15) feet to be consistent with the minimum CT Zoning District front yard setback distance requirement. (CDD-P)

AYES: COMMISSIONERS: Corley, Jenkins, Kammer, Sarmiento, Gonzalez
NOES: COMMISSIONERS: None
ABSENT: COMMISSIONERS: Rivera, Danna

B. A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT WITH ENVIRONMENTAL REVIEW (PP2016-162) TO ALLOW THE CONVERSION OF AN EXISTING 2,400± SQUARE-FOOT, TWO-STORY RESIDENTIAL BUILDING INTO A TRIPLEX AT 320 EAST LAKE AVENUE (APN: 017-041-51), FILED BY CARMEN PLASCENCIA, APPLICANT, ON BEHALF OF SERGIO ANGELES, PROPERTY OWNER.

1) Staff Presentation

The staff report was given by Principal Planner Justin Meek.

Commissioner Corley asked about Attachment #2 of the staff report - if it would be three or four carports?

Mr. Meek responded that it will be three carports. He added that there are six required spaces for the unit and one visitor per the code requirements.

Commissioner Corley asked about the location of the trash enclosure.

Ms. Merriam clarified that a trash enclosure would not be required because it is only three units.

Commissioner Corley asked where the trash bins would be placed since there is no room on the property.

Mr. Meek demonstrated the image where the trash bins would be located.

Commissioner Kammer asked about the storage areas and what the distance is between the parking area and the back of the building.

Mr. Meek and Ms. Merriam clarified that the distance is about 45 feet.

Chair Gonzalez asked for clarification on the drawing of the parking stalls being presented since it appears that the parking lines seem to be overlapping.
Ms. Merriam clarified that there is enough room between the dimensions of the space.

Vice-Chair Sarmiento asked about the fencing that would be placed on the property.

Mr. Meek responded that a wooden fencing will be recommended and will be discussed with the Acting Community Development Director.

2) Applicant Presentation

Ms. Ella King shared her presentation and clarified the Commissioners’ concerns and ensures the building will be attractive and will be complimentary to the neighborhood.

Commissioner Kammer asked if it would be all residential or include commercial.

Ms. King answered all residential.

Commissioner Corley asked about the entrance to the downstairs apartment.

Mrs. King responded that the entrance would be through the back.

Commissioner Corley asked about the entrance and exit for the two upstairs apartments.

Ms. King responded that those apartments would be entering through the same set of stairway through the front door (a common landing on the stairwell).

Commissioner Corley asked how many rooms the upstairs apartments would consist of.

Ms. King responded that the upstairs apartments would consist of a two bedroom and the other apartment would be a one bedroom.

3) Public Hearing

Chairperson Gonzalez opened the Public Hearing.

Hearing no public comments, Chairperson Gonzalez closed the Public Hearing.

4) Commission Discussion

Vice Chair Sarmiento congratulated Ms. King on the proposed project and is certain that she will do a great job.

5) Motion:

It was moved by Vice-Chair Sarmiento and seconded by Commissioner Corley and carried by the following vote to adopt a resolution approving Application PP2016-162 for a Special Use Permit with Environmental Review to allow the conversion of an existing 2,400± square-foot, two-story residential building into a triplex at 320 East Lake Avenue (APN: 017-041-51):
AYES: COMMISSIONERS: Corley, Jenkins, Kammer, Sarmiento, Gonzalez
NOES: COMMISSIONERS: None
ABSENT: COMMISSIONERS: Rivera, Danna

6. REPORT OF SECRETARY

Ms. Merriam thanked Chair Gonzalez for his service to the Planning Commission.

Ms. Merriam stated that the Hotel at 375 Technology Drive next to the hospital has resubmitted their building permit application.

Ms. Merriam also stated that La Quinta Hotel on Western Drive plans to submit their building permit application in February.

Ms. Merriam stated that the apartments on 445 Main St. (William Hansen’s project) are under construction.

Ms. Merriam announced the Community Development Department Holiday closures.

Ms. Merriam wished everyone Happy Holidays.

7. ADJOURNMENT

Chairperson Gonzalez adjourned the meeting at 6:48 p.m. The next Planning Commission meeting is scheduled for Tuesday, January 17, 2017 at 4:30 p.m. in the City Council Chambers.

Suzi Merriam, Acting Secretary
Planning Commission

Aurelio Gonzalez, Chairperson
Planning Commission
MINUTES
CITY OF WATSONVILLE
PARKS & RECREATION COMMISSION

Old City Council Chambers
City Hall, 250 Main Street, Watsonville

November 3, 2016  6:30 p.m.
====================================================================

1.0 ROLL CALL
Commissioners:  Dehart, Hurtado-Aldana, Lopez, Orozco, Sauer
Commissioners Absent:  Rodriguez, Tavarez
Staff:  Director Ana Espinoza
        Assistant Director Brad Blachly
        Recreation Supervisors Jimenez and Tirado
        Administrative Assistant II Marco Diaz

2.0 COMMUNICATIONS

a) Oral Communications from Commissioners & Members of the Public
   Vice-Chair Dehart is impressed with the PCS Scoop newsletter and the information
   regarding activities offered by the Department. She noted two articles, the Coastal
   Cleanup event and the PG&E Tree Removal Program, were well written and
   provided the community important information.

b) Correspondence Addressed/Referred to Commission

3.0 CONSENT AGENDA
3.1 Motion to Approve Minutes of the Regular Meeting of
   October 6, 2016

   Vice Chair Dehart took a vote:
   Ayes:  Dehart, Hurtado-Aldana, Lopez, Orozco, Sauer
   Noes:
   Abstain:
   Absent:  Rodriguez, Tavarez

   The motion passed.

3.2 Cancellation of January 5, 2017 due to lack of agenda items

   Vice Chair Dehart took a vote:
   Ayes:  Dehart, Hurtado-Aldana, Lopez, Orozco, Sauer
   Noes:
   Abstain:
   Absent:  Rodriguez, Tavarez

   The motion passed.
4.0 ITEMS REMOVED FROM CONSENT AGENDA

5.0 PUBLIC HEARINGS
None

6.0 PRESENTATIONS & REPORTS

6.1 Report on the 2016 Summer Lunch Program- Assistant Director Blachly reported that the Summer Lunch Program is funded by the U.S. Department of Agriculture via the State of California Department of Education. The purpose of the Summer Lunch program is to provide youth and children under 18 years of age a free nutritious lunch during the summer months. Adults with disabilities are also able to participate in the program. The La Manzana Community Resources sponsors the program and acts as fiscal agent to be reimbursed by the federal government. La Manzana Community Resources also secures and coordinates delivery of meals to designated sites. The meals are distributed to various sites and the Department offers the Summer Lunch program at four locations, Ramsay Park, Callaghan Park, Marinovich Park and the GHWR Youth Center. There are many guidelines and regulations and staff must be well trained. If a rule is not followed, the sponsoring agent is at risk of not being reimbursed for the meals they have purchased. Many of the rules are regarding food safety. Staff completes paperwork that tracks how many meals are served, damaged or opened and if the meals were out of the required temperature range. Staff post rules and serving times at the designated sites. All meals must be given directly to the youth and they must remain at the designated site and eat their lunch. The daily total count of meals served is important for La Manzana Resources as they are not reimbursed for meals not served. La Manzana Resources and State officials will perform unannounced visits to the sites to make sure staff is compliant with the rules. A total of 3,825 meals were distributed at the four designated sites. Vice-Chair Dehart commented that it is a great program and asked if any of the four sites had any disabled adults attend. Assistant Director Blachly answered that he was not aware of any disabled adults participating, but they were prepared if they did. Commissioner Orozco asked if there was a lot of food that goes to waste and if many leftover meals are returned. Assistant Director Blachly answered that non-perishable foods are saved and generally the food goes to good use with not much leftovers.

6.2 Report on Get Out Get Fit Camp- Recreation Supervisor Tirado informed the Commission that a 2012 California Public Health Advocacy report states that 49% of youth in Watsonville are overweight or obese. The Get Out Get Fit program is a 7 week program during the summer months targeting youth ages 11-15 years old that develops healthy youths and builds their confidence and potential. The program is based out of the GHWR Youth Center, Tuesdays through Fridays from 12 p.m.-4 p.m. and this year 18 participants registered into the program. The objective of the program is to engage participants to increase physical activity, healthy eating, nutritional awareness and educate participants on a new skill that will encourage them to be physically active. 88% of participants reported learning a new skill, 84% reported eating more fruits and 63% reported eating more vegetables. The program has four components that consist of nutritional workshops, fitness classes, instructional & recreational swim and field trips. The program
collaborated with Jovenes Sanos, who planned 10 nutritional workshops. A total of 7 field trips were scheduled to expose participants to the outdoors and perform skill building activities. Based on exit surveys, 100% rated the program really good or excellent and the program reached full maximum capacity. Participants logged 84 hours of physical activity, 8 miles of hiking and 12 hours of strength training. Recommendations for the program include seeking grant funding to cover costs, increase registration fees or reduce number of participants or activities. Vice-Chair Dehart asked if staff track which schools participants attended. Recreation Supervisor Tirado answered that participants attended E.A. Hall and Rolling Hills Middle Schools. Commissioner Lopez asked if enrollments are first come, first served. Recreation Supervisor Tirado stated that he has received recommendations from physicians recommending a youth be enrolled in the program and these participants get a priority registration. Vice-Chair Dehart is impressed with the training received by staff and said the program is great. Vice-Chair Dehart also commented that she would prefer for the program to get funding or increase registration fee. Commissioner Orozco asked how many registrations were received compared to last year. Recreation Supervisor Tirado answered it was the same amount of registrations. Commissioner Lopez asked who does the grant writing. Director Espinoza explained that task falls on staff. Commission Orozco commented that this will be an excellent opportunity to collaborate with the School District since it benefits PVUSD students primarily. Director Espinoza informed the Commission that she, along with Assistant Director Blachly, will be meeting with new District Superintendent.

6.3 Report on the Youth Soccer Program by Recreation Supervisor Jimenez- Recreation Supervisor Jimenez informed the Commission on the ROOTS principle the Youth Soccer Program adheres to; Rules, Opponents, Officials, Teams and Self. Participants are taught to follow rules, consider opponents a gift that brings the best out of individuals, respect officials, be proud of teammates and support each other and respect and hold yourself to a higher standard. The principles have helped with increased volunteerism, increased participant retention and parents appreciate that the goal is not winning, but the effort displayed by participants. Participants were able to meet U.S. Soccer star Carli Lloyd and also participated in the Spirit of Watsonville 4th of July parade. The program added a Sponsor Ad Space component where businesses can purchase a sign placed within Sotomayor Soccer Field and display business information. The cost to place the sign is $500 and it will be displayed for one calendar year. Currently, there are 17 signs displayed. The program is going on its third year in agreement with the PUMAS Soccer Club and Recreation Supervisor Jimenez will renew the affiliation. Overall, 692 participants registered in the recreation and competitive leagues combined. The program yielded a positive net revenue. Commissioner Sauer asked if the uniform is provided by the sponsors and which field does the program play on. Recreation Supervisor Jimenez replied that the registration fee includes the uniform in the recreation league and cost $100 for the competitive league. The recreation league plays at Ramsay Park Sotomayor Soccer field and the competitive league plays at Cabrillo College and other locations further north. Vice-Chair Dehart is impressed with the program and the coaches and volunteers’ commitment. Recreation
Supervisor Jimenez is planning a year-end gathering to recognize the effort of the volunteers. Commissioner Sauer commends Recreation Supervisor Jimenez for his efforts in making a successful program. Commissioner Lopez enrolled her son into the program and he really enjoys it. Commissioner Hurtado-Aldana stated the life skills learned on the field can translate to life in general and also commends Recreation Supervisor Jimenez.

7.0 NEW BUSINESS
None

8.0 UNFINISHED BUSINESS
None

9.0 REPORTS
9.1 Director’s Report- Director Espinoza updated the Commission on the application status for a grant to upgrade the Sotomayor Soccer Field. Assistant Director Blachly was thanked for his assistance. There were over 60 applications submitted for the grant. Notification of grant award will be in 6 months. Director Espinoza notified the Commission that the Holiday Tree has arrived in the Plaza and it will be decorated, as well as parts of the Plaza. Volunteers are encouraged to help decorate the Plaza. Director Espinoza shared that the Neighborhood Services Division is helping the Salvation Army to hold an informational workshop for residents that reside adjacent to the Salvation Army on November 17th in the Old Council Chambers at 6:30pm. The purpose of the workshop is to inform the residents about the proposed improvements of the Salvation Army facility and program enhancements. Director Espinoza shared that over 150 attended and participated in the Pumpkin Carving and Halloween Costume contest at the GHWR Youth Center and participants also enjoyed the Halloween Maze. Staff also created a haunted hallway for youth to enjoy at the Callaghan Cultural Center. Director Espinoza received a request from Santa Cruz Mountain Bike group who are interested in establishing a bike pump track at Ramsay Park. Staff is exploring this request with the organization. Two locations being looked at are an area near the slough by the soccer field and the old skate park. Director Espinoza recalled that the Commission approved converting the old skate park into a futsal court due to its feasibility. Staff will research and will update the Commission at a later date on the discussions with the bike pump track group.

10.0 ADJOURNMENT
at 8:05 p.m.

ATTACHMENTS (Bolded Items included in current packet)
3.1 Minutes of the October 6, 2016 Commission Meeting
6.1 2016 Summer Lunch Program Report
6.2 Get Out Get Fit Camp Report
6.3 Youth Soccer Program Report
9.1 Department Newsletter; Contigo Newsletter; Flyers
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

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

DISTRICT SERVING LOCATION: SALINAS

First Owner: QUIK STOP MARKETS INC
Name of Business: QUIK STOP MARKET NO 63
Location of Business: 2303 E LAKE AVE
WATSONVILLE, CA 95076
County: SANTA CRUZ
Is Premise inside city limits? Yes
Mailing Address: 4567 ENTERPRISE ST
FREMONT, CA 94538-7605

Type of license(s): 20
Transferor’s license/name: 488457 / QUIK STOP MARKETS INC

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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

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: January 13, 2017

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 transferee 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 19145).

Applicant Name(s) 
QUIK STOP MARKETS INC

Applicant Signature(s) 
See 211 Signature Page
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

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

File Number: 577906
Receipt Number: 2406027
Geographical Code: 4403
Copies Mailed Date: January 17, 2017
Issued Date:

DISTRICT SERVING LOCATION: SALINAS
First Owner: QUIK STOP MARKETS INC
Name of Business: QUIK STOP MARKET #9063
Location of Business: 2303 E LAKE AVE
WATSONVILLE, CA 95076-1416

County: SANTA CRUZ
Is Premise inside city limits?: Yes
Mailing Address: 4567 ENTERPRISE ST
FREMONT, CA 94538-7605
Census Tract 1225.00

Type of license(s): 21
Transferor's license name: 17754 / K LIQUORS

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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

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: January 17, 2017

Under penalty of perjury, each person whose signature appears below certifies and swears: (1) He is an applicant, or one of the applicants, of 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 therewith 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 as 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 transferee or to defraud or injure any creditor of transferee; (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 7857, 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)
QUIK STOP MARKETS INC  See 211 Signature Page
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

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

DISTRICT SERVING LOCATION: SALINAS
First Owner: MI PUEBLO NEWCO, LLC
Name of Business: MI PUEBLO FOOD CENTER #6
Location of Business: 1437 FREEDOM BLVD
WATSONVILLE, CA 95076-2742

County: SANTA CRUZ
Is Premise inside city limits: Yes
Mailing Address: 1775 STORY RD
STE. 120
SAN JOSE, CA 95122-1942

Type of license(s): 20, 21, 41
Transferor's license/name: 548252 / MI PUEBLO LLC
Dropping Partner: Yes

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Total: $2,836.00

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

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: November 29, 2016
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 transferee or to defraud or injure any creditor of transferee; (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): MI PUEBLO NEWCO, LLC
Applicant Signature(s):
DISTRICT SERVING LOCATION: SALINAS

First Owner: LEMON WING CORPORATION
Name of Business: WING STOP
Location of Business:

1483 MAIN ST
WATSONVILLE, CA 95076-3759

SANTA CRUZ

Is Premise inside city limits? Yes
Mailing Address:

PO BOX 5588
SOUTH SAN FRANCISCO, CA 94083-5588

Census Tract 1104.00

Type of license(s):  41

Transferor's license name:

Dropping Partner: Yes No

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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

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: February 6, 2017

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 applicant(s) 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 in or for any creditor or transferee to partially or to defraud or injure any creditor or transferee or to avoid any resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7055, 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)

LEMON WING CORPORATION

Applicant Signature(s)

See 211 Signature Page
WHEREAS, The City of Watsonville is privileged to have many talented, creative and passionate Visual and Performing artists amongst its residents; and

WHEREAS, The Watsonville High School MATA Talent Show and Cultura Caliente scholarship fundraising efforts have directly benefited from Luis Sanchez’ performances and instruction; and

WHEREAS, Luis has demonstrated his choreography and performance skills throughout the state of California; and

WHEREAS, Luis has worked with the City of Watsonville and the Pájaro Valley Unified School district to increase the amount of youth involved in pro-social activities; and

WHEREAS, Luis has provided 11 years of dedication to local youth in creative expression via contemporary, hip hop dance styles; and

WHEREAS, Luis has received 1st place trophy in the Best of the Best South Bay Hip Hop, amongst other awards; and

WHEREAS, Luis is a standout amongst local artists as a hip-hop dancer, performer, and dance instructor;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby commend Luis Sanchez, for his dedication to the Watsonville community and wish him much success in all his future endeavors.

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 January, two thousand and seventeen.

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, Dick Peixoto has given a lifetime of dedication to the Pajaro Valley. He was raised on a family ranch on Green Valley Road and has been involved in farming from a very young age. As a child, he helped his Dad in the apple orchards and fields throughout the Pajaro Valley. Always the entrepreneur, at the age of 13, Dick hired local kids to pick tomatoes on their farm so he could market them, which proved to be the beginning of a life-long career in agriculture. Dick and his brother, Jim began growing string beans commercially in 1976, when he was still attending Watsonville High School; and

WHEREAS, Against the advice of friends, he shifted his conventional farming to organic farming and in 1996, Dick founded Lakeside Organic Gardens. This has been extremely successful and Dick has become the spokesperson for hedgerows, integrated pest management and a variety of organic farming methods; and

WHEREAS, Over the last several decades, the young man growing string beans in high school has grown to be the largest family-owned, solely organic grower, packer-shipper in the U.S. This success hasn’t come without its share of challenges. There was a time when the business was in debt and unable to pay for fuel to run the equipment. Thanks to a local fuel business who offered to sell him the fuel he needed, but also helped him with his debt and terms which were manageable to repay. The only thing Moreno Petroleum wanted in return as to do business with Lakeside Gardens. Four decades later, Dick is still purchasing fuel from them; and

WHEREAS, Peixoto has had an extremely successful career in organic farming and has made it a habit of giving back to the local community. In 2015, he donated a total of $375,000 to over 17 local organizations. Just a few grateful Pajaro Valley recipients include The Salvation Army, Pajaro Valley Shelter Services and CASA of Santa Cruz County. Lakeside Organics is also investing $2 million to a state-of-the-art learning center which will help get young people back on the farm and see agriculture as a successful career; and

WHEREAS, Generations of the Peixoto family have called the Pajaro Valley their home beginning with grandfather, Joseph Peixoto who immigrated from the Azores Islands in Portugal in the early 1900’s. Family is the most important part of Dick’s life and he and wife Marisela have raised daughters, Ashley and Amanda, along with son, Ricky right here in the Pajaro Valley and are the proud grandparents of granddaughter, Melia;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Dick Peixoto, and offer deep gratitude to him for his contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, Founder and CEO of the Pajaro Valley Health Trust, Kathleen King has given almost 30 years to the Watsonville community. Fundraising toward improving the health of people and raising awareness of health needs for our community has been her passion and she lives that passion each day; and

WHEREAS, Kathleen started her career as a reporter on KOMY when Phil Rather introduced her to the importance of the Watsonville Community Hospital, where she soon went to work for the Watsonville Community Relations Office and jumped at the opportunity to write the hospital’s publications; and

WHEREAS, When the Hospital established its own foundation, she helped start up formal fundraising. Kathleen was the founding CEO of the Pajaro Valley Community Hospital Foundation for 13 years. As the sale of the non-profit hospital on Nielson Street became a reality in 1998, she helped start up a new Health Trust, which is the healthcare foundation established to receive the proceeds from the sale of the former nonprofit hospital and has served as CEO of the Pajaro Valley Health Trust since that time; and

WHEREAS, Kathleen has lead the Trust while it has provided over 9 million dollars to local nonprofits that address the Trust’s priority areas, including diabetes and contributing factors, oral health treatment and prevention, access to healthcare and advancement in healthcare careers. Kathleen is a member and past president of the Monterey bay Chapter of the Association of Fundraising Professionals and has been an active participant with numerous community and collaborative organizations including the Regional Diabetes Collaborative, the Healthy Kids Collaborative of Santa Cruz County, the Health Improvement Partnership of Santa Cruz County, the Central Coast Oral Health Collaborative and the Agricultural History Project. She has also served as Vice Chair of the Community Chronic Care Network of Santa Cruz County in 2007 and is the Rotary Club of Watsonville President Elect 2017. Kathleen also received a United Way Community Hero Award in 2015; and

WHEREAS, Kathleen has had an amazing community impact with annual Health Trust fundraiser, The Evening of Wine and Roses Event and with everything she does in fundraising towards improving the health of people and raising awareness of health needs for OUR community. She has raised funds for over 100 organizations and ensures bilingual and bicultural services. As she retires from PV Health Trust, she leaves it in excellent standing, so the next leader has a great place to start. Kathleen is looking forward to spending time with family including husband, Steve Ponzio, son Joey Ponzio, along with Annie Puckett, her husband Josh and their beautiful daughter Sonny Rose;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Kathleen King, and offer deep gratitude to her for her contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, For Frank and Loretta Estrada, volunteering in their hometown has been a lifetime adventure they have shared together. Together with friends they formed the California High School Rodeo Association where Frank served as Director and Loretta as secretary of the District. They served side-by-side for decades helping the Ag History Project with Frank serving several times as Director and Loretta as secretary. They were the first members of the Santa Cruz County Fair Heritage Foundation, where they volunteered many years helping put on many events, and have donated countless hours every year. They have each served on the Board of Directors for the Santa Cruz County Cattlemen’s Association. Frank served a term as President and Loretta as Secretary. Frank has been a director for the California Cattlemen’s Association. Together, they have been active in the Farm Bureau for over 30 years. Frank has served on the Board of Directors. They have helped raise funds by giving tours of the ranch and helping organize the Progressive Dinner and Tasticle Festival. In 1994, Frank was named the Farm Bureau’s Farmer of the Year, and

WHEREAS, Community involvement is something Loretta has been doing virtually her entire life. Loretta states, “As a young girl, I would bake homemade bread for my parents’ church; it was something I was very proud of since I was only 8 years old! This was my first volunteer work.” From that time on, she hasn’t stopped. The first organization she belonged to was the Salsipuedes Foot Hill Firefighters Assoc. where she was director and secretary. In 1965, she began volunteering at the Santa Cruz County Fair. In 1986, Loretta was appointed by the Governor of California to serve as a Director for the Fair Board and has remained in this position for 30 years. Being part of the Pajaro Valley Unified School District, Loretta was the Secretary for the Food Service Union where she donated many hours supporting the union and keeping the food service within the District. While working at Salsipuedes School, she was involved with the Home and School Club. She said, “We enjoyed volunteering our time to have a Fall Festival and raised a lot of money for the school.” In 1999, the Rodgers House was donated to the Fairgrounds, and Loretta took on the monumental task as Chairman to raise funds to renovate the house and grounds. She continues this mission by giving tours and helps when there are functions at the house. For a few years, she was also involved with the Watsonville Woman’s Club, where she helped with “Teas and Fashion Shows. Loretta was named Woman of the Year in 2003, and received the Paul Harris Award in 2004. Loretta also served on the Community Foundation for two years, and

WHEREAS, As a young man, Frank was involved with the Future Farmers of America and loved volunteering his time at cattle round ups and roping’s at different ranches in the area. As a member of the Santa Cruz Cattlemen’s Association, he used to judge balls at the Stockton Bull Sale and at Hartnell College. For over 50 years, he has donated his time furnishing wood for many of the special events held throughout Santa Cruz County. One of Frank’s passions is teaching others about ranching in our area and during the Fair you will find him working at the Farm Bureau booth and he also serves as weigh master for the cattle. Frank’s pride and joy is his ranch and he volunteers most of his life to sharing it with so many people, driving them around and being their guide. Frank has a long history of involvement in the fire department. He served as Director for the Salsipuedes Foot Hill Firefighters Association for many years and was involved in raising money to support the Salsipuedes Fire Department, which is now known as the Pajaro Valley Fire Protection District cooperative fire protection provided by Cal Fire. The Fireman’s Ball at the Estrada’s Deer Camp were no-miss events. Frank served as Fire Commissioner for the Salsipuedes Fire District, and he has served for many years on the Fish and Game committee for Santa Cruz County. In 2003, he was chosen as an honorary member of the Santa Cruz County Deputy Sheriff’s Association;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Frank & Loretta Estrada for receiving the Lifetime Achievement Award, and offer deep gratitude to them for their contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, Founded in 1928 as an evening school, the Watsonville Aptos Adult Education has grown to serve over 4,000 students throughout north Monterey County and Santa Cruz County. A wide-variety of highly interactive courses offered range from career and technical courses to community education (driver’s training, woodworking, First Aid/CPR) and lifelong learning, which includes ceramics, Adults with Disabilities and physical fitness, as well as courses which can be taken entirely over the internet; and

WHEREAS, On July 1, of this year, the Watsonville Aptos Adult Education merged with the Santa Cruz Adult School, which has brought an additional 500 students. This also brought seven full-time teachers, 20 temporary teachers and most of the state funding controlled under the Adult Education Block Grant. This program now boasts 31 locations and is supported by 28 community partnerships. WASC offers five health career programs, immigrant and citizenship workforce preparation, elementary and secondary basic skills and a host of other programs. Rhea DeHart states, “They have been serving the entire community from the ‘cradle to the grave’ for 88 years!”; and

WHEREAS, Many successful career opportunities are also available through adult education. Art students can not only make products in class, but there are also courses available to help them organize their business and creatively market their items. Pathways are being made to promote these opportunities; and

WHEREAS, Through the outstanding leadership of Dr. Nancy Bilicich and her team, this organization continues to grow and encourage education in adults throughout Santa Cruz County. Bilicich commented after telling her staff about receiving this honor, “This is a humbling experience for the staff to receive this recognition. They are ecstatic and feel very appreciated by the Chamber. Our staff is focused on the students, many of whom have had many challenges and appreciate the second opportunity to get their GED, high school diploma or equivalency. They love what they do”;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Watsonville Aptos Adult Education, and offer deep gratitude to them for their contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, The Register-Pajaronian has been a mainstay in the Pajaro Valley community since March 5, 1868, when the first issue of the Weekly Pajaronian was published by J.A. Cottle; and

WHEREAS, In the years that followed, the newspaper changed hands multiple times, and eventually merged with the Morning Register in 1937 to become the Register-Pajaronian. In 1956, the Register-Pajaronian won the Pulitzer Prize for public service, which is the highest honor bestowed on an American newspaper; and

WHEREAS, Today, the Register-Pajaronian covers a variety of local news with a print edition three days a week and daily online; and

WHEREAS, Competing against newspapers across the state with similar circulation in the 2015 Better Newspapers Contest, put on by the California Newspaper Publishers Association, the R-P received second place for General Excellence, first place for Best Sports Section, first place for Best Artistic Photo, and second place for Best News Photo; and

WHEREAS, The Register-Pajaronian also sponsors many local events, including Watsonville Relay For Life, Wings Over Watsonville, Day of the Child, Watsonville Film Festival and more; and

WHEREAS, "It is a wonderful honor to be recognized by the community for the work we continue to do with our local newspaper," said Publisher John Bartlett. "It is the community that helps keep us relevant by supporting what we do, so to receive this recognition today is a tribute to the many talented people we have at the Register-Pajaronian and to their commitment back to the community."

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Register Pajaronian, and offer deep gratitude to them for their contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
WHEREAS, With over 300 women, most wearing beautiful hats, the 9th Annual Down to Earth Women (DEW) Luncheon was held at Driscoll’s Rancho Corralitos in May. Attendees include women who are involved in or support agriculture in Santa Cruz County and the Pajaro Valley. This event raises funds for Agri-Culture’s Focus Agriculture program, the Jimmie Cox Memorial Scholarships fund and the Santa Cruz County Farm Bureau’s school programs; and

WHEREAS, These programs focus on agricultural education for residents throughout Santa Cruz County. Agri-Culture’s Focus Agriculture is a national award-winning intensive nine month program which includes one full-day each month of learning the broad spectrum of agriculture in Santa Cruz County and the Pajaro Valley. The Jimmie Cox Memorial Scholarship has awarded thousands of dollars to local college students who are majoring in agriculture and has grown to a $4,000 annual award. Students throughout the county are able to learn about local agriculture from educational programs offered by the Santa Cruz County Farm Bureau; and

WHEREAS, Guests are treated to an elegant outdoor garden party lunch and enjoy a dynamic program of guest speakers. There is always an award for the “Best Hat”, which has become the trademark of the event, along with a variety of auction items and raffle prizes. Attendees are sent home with a goodie bag full of fresh produce to enjoy. The Down to Earth Women’s Luncheon has grown over the years and has raised nearly $300,000 for agricultural education and scholarship programs;

NOW, THEREFORE, I, Oscar Rios, Mayor of the City of Watsonville, in the State of California, on behalf of the City and all of its citizens thereof, do hereby recognize Agri-Culture’s Down to Earth Woman Luncheon, and offer deep gratitude to them for their contributions and valuable service to our community.

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

Oscar Rios, Mayor

WATSONVILLE, CALIFORNIA
MINUTES
REGULAR CITY COUNCIL MEETING

January 10, 2017

City of Watsonville
Council Chambers
275 Main Street, 4th Floor

5:30 P.M.

1. CLOSED SESSION

(City Council Conference Room, 275 Main Street, 4th Floor)
(a) Public Comments regarding the Closed Session agenda were only accepted by the City Council at that time.

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

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9)
1. Pending litigation pursuant to subdivision (d)(1):
   a) Name of case: Meadows Mobile Manor, LLC v City of Watsonville - Santa Cruz County Superior Court (Case No. 16CV01742)
   b) Name of case: Dennis Chappin v Peninsula Sports Inc. et al. - Santa Cruz County Superior Court (Case No. 16CV02354)

B. PERSONNEL MATTERS
(Government Code Section 54957)
1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Clerk

6:34 P.M.

2. ROLL CALL
Mayor Rios, Mayor Pro Tempore Hurst and Council Members Bilicich, Coffman-Gomez, Dutra, Garcia and Hernandez were present.

Staff members present were City Manager Montoya, City Attorney Smith, Public Works & Utilities Director Palmisano, Fire Chief Barreto, Parks & Community Services Director Espinoza, Library Director Heitzig, Acting Community Development Director Merriam, Assistant Public Works & Utilities Director Rodriguez, Assistant Public Works & Utilities Director Gordo, Police Captain Magdayo, Assistant Finance Officer Hays, Assistant City Clerk Ortiz, and Interpreter Landaverry.
3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS—Written Report(s) Only
   A. Report of Disbursements
   B. Miscellaneous Documents

5. CONSENT AGENDA
   Member Garcia requested that a correction be made to the vote under Item 7.A. of the December 13, 2016 minutes. (The minutes have been corrected.)

   Member Coffman-Gomez gave background information regarding Item 6.B. She stated she would like additional discussion on items dealing with $100,000 or more.

   Regarding Item 6.C, Member Garcia stated that there were committees not listed on the resolution that she was appointed to and asked staff to look into the matter.

Public Input on any Consent Agenda Item

MOTION: It was moved by Mayor Pro Tempore Hurst, seconded by Member Coffman-Gomez and carried by the following vote to approve the Consent Agenda:

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios
NOES: MEMBERS: None
ABSENT: MEMBERS: None

5.A. MOTION APPROVING MINUTES OF DECEMBER 13, 2016

5.B. RESOLUTION NO. 1-17 (CM):
RESOLUTION APPROVING CONTRACT WITH BME, INC. (BAY MACHINERY ELECTRIC, INC) TO PROVIDE ANNUAL MAINTENANCE OF THE COGENERATION SYSTEM LOCATED AT THE CITY’S WASTEWATER TREATMENT FACILITY FOR FIVE FISCAL YEARS (FY2016-17 TO FY2020-21) IN AN AMOUNT NOT TO EXCEED $150,000 FOR EACH YEAR; APPROVING PAYMENT IN THE AMOUNT NOT TO EXCEED $134,606.30 FOR ANNUAL MAINTENANCE SERVICES ALREADY COMPLETED IN 2016; ($134,606.30 WILL BE FUNDED FROM SEWER FUND)

5.C. RESOLUTION NO. 2-17 (CM):
RESOLUTION APPOINTING MEMBERS TO COMMITTEES FOR CALENDAR YEAR 2017

5.D. RESOLUTION NO. 3-17 (CM):
RESOLUTION APPOINTING MEMBER TO SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, COMMENCING ON JANUARY 11, 2017, & ENDING DECEMBER 31, 2017

5.E. RESOLUTION NO. 4-17 (CM):
RESOLUTION APPOINTING MEMBERS TO THE CITY OF WATSONVILLE LIBRARY BOARD [DISTRICTS 1 & 6]
5.F. RESOLUTION NO. 5-17 (CM):
RESOLUTION APPOINTING MEMBERS TO THE CITY OF WATSONVILLE PARKS AND RECREATION COMMISSION [DISTRICTS 1 & 2]

5.G. RESOLUTION NO. 6-17 (CM):
RESOLUTION APPOINTING MEMBERS TO THE CITY OF WATSONVILLE PERSONNEL COMMISSION [DISTRICT 1]

5.H. RESOLUTION NO. 7-17 (CM):
RESOLUTION APPOINTING MEMBERS TO THE CITY OF WATSONVILLE PLANNING COMMISSION [DISTRICTS 1, 2, & 6]

5.I. MOTION ACCEPTING WRITTEN REPORTS FROM CITY COUNCIL MEMBERS REGARDING CONFERENCE ATTENDANCE—As Required by AB 1234—No Action Required—2016 League of California Cities Annual Conference (October 5 - October 7, 2016—Long Beach) (Mayor Pro Tempore Hurst and Council Members Garcia & Hernandez)

6. ITEMS REMOVED FROM CONSENT AGENDA

7. PRESENTATIONS & ORAL COMMUNICATIONS

7.A. ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL
Ernestina Saldaña informed the public and Council that Santa Cruz had adopted a resolution declaring it a sanctuary city and would return to adopt a sanctuary city ordinance. She asked that Council consider a similar resolution and ordinance.

Mayor Rios stated the Council would consider a sanctuary city resolution at the January 24, 2017, meeting.

Emilio and Sergio, Pájaro Valley Pride, congratulated the newly elected Council Members and invited the public to a community information forum regarding immigration rights.

Mireya Gomez-Contreras, Day Workers Center of Community Action Board, asked Council to reaffirm their sanctuary city status.

Public Works & Utilities Director Palmisano gave a report regarding efforts to repair the levee that was damaged during the recent heavy rains.

Fire Chief Barreto gave a report regarding flood levels and rescue efforts by the Fire Department caused by heavy rain.

Member Hernandez spoke about the importance of protecting local immigrants. He spoke about several events he attended over the previous weeks and invited the public to future events.

Member Garcia thanked Community Action Board for helping those in need during the Holidays. She spoke about funding for Youth Violence Prevention and implementation of
their plan. She stated Police Chief Honda wrote a letter regarding the City’s sanctuary status that ensured the safety for local immigrants.

Member Dutra spoke about events he attended over the previous weeks and invited the public to future events. He thanked the Police Department, Police Activities League, and several members of the community who donated to those less fortunate during the holidays. He announced that Pájaro Valley and Salinas Valley Democrats elected him as an Assembly Delegate. He thanked Police Chief Honda for his letter on the City’s sanctuary status and spoke about the importance of protecting all residents. He thanked staff for their efforts to protect the City during a potential flood.

Member Coffman-Gomez spoke about City efforts to protect residents throughout the area during heavy rain and potential flood. She encouraged the public to call 9-1-1 during emergencies and use the City’s Nixel service to keep informed about emergency incidents. She announced that she was seeking candidates for Parks & Recreation Commission as well as Personnel Commission. She invited the public to upcoming community events and asked staff to organize a sesquicentennial celebration.

Member Bilicich thanked the County, PG&E, and the City for their work during the heavy rain and asked residents to stay away from the levee.

Mayor Pro Tempore Hurst thanked County Supervisor Friend for attending the League of California Cities’ New Mayors & Council Members Academy. He invited the public to upcoming community events.

Mayor Rios stated Watsonville had been a sanctuary city for many years and would continue to be one in the future. He spoke about the City’s efforts to protect the City during the heavy rain and potential flooding.

7.C. REPORT OUT OF CLOSED SESSION
City Attorney Smith reported that Council discussed all items on the Closed Session Agenda, but took no action.

7.B. PRESENTATION OF MAYOR’S PROCLAMATION HONORING MARY BANNISTER, GENERAL MANAGER OF THE PÁJARO VALLEY WATER MANAGEMENT AGENCY, FOR HER YEARS OF LEADERSHIP IN ADDRESSING CRITICAL WATER SUPPLY ISSUES IN THE PÁJARO VALLEY

8. PUBLIC HEARINGS, ORDINANCES, & APPEALS

8.A. CONSIDERATION OF AN AMENDMENT TO WATSONVILLE MUNICIPAL CODE CHAPTER 6-5 (MEDICAL CANNABIS FACILITIES) REGARDING MEDICAL CANNABIS MANUFACTURING USES

1) Staff Report
The report was given by Acting Community Development Director Merriam.

2) City Council Questions
Acting Community Development Director Merriam answered questions from Member Garcia regarding recommendations by the Medical Cannabis Advisory Committee and reasons for staff recommendation.
In answering Member Dutra, Acting Community Development Director Merriam and City Manager Montoya explained that the ordinance proposed would allow multiple cannabis facilities to use same parcels and listed the benefits. Member Dutra stated his concerns regarding cannabis facilities being too close to schools and homes.

Acting Community Development Director Merriam, in answering Member Bilicich, explained the reasons staff was recommending allowing a larger number of manufacturing permits than cultivation permits. City Manager Montoya added that staff was recommending approval of manufacturing permits at an administrative level.

Acting Community Development Director Merriam answered questions from Member Coffman-Gomez regarding setting limitations in how many licenses could be active in one parcel, process for approving alcohol permits, process for approving cannabis manufacturing permits, and associated costs.

At Mayor Pro Tempore Hurst's request, City Manager Montoya explained the reasons Council was working to implement ordinances to address legalization of marijuana.

3) Public Hearing
Mayor Rios opened the public hearing.

Gina Cole, District 7, asked Council to impose additional restrictions on cannabis manufacturing applicants. She listed her recommendations.

Jaime Rodriguez stated his concerns with staff recommending so many permits for cannabis manufacturing.

Bryce Berryesa, California Cannabis Manufacturer's Association and Cultivation Association, spoke in support of staff recommendation.

John Kolodinski spoke in support of staff recommendation.

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

4) City Manager Comments (None)

5) City Council Discussion
Member Garcia listed the reasons she would not support staff recommendation.

Member Dutra stated his concerns with staff recommendation and asked that the ordinance require new permits to be reviewed by Council, limit cannabis manufacturing permits to six (6), limit canopy size for manufacturing to 5,000 square feet, and set additional distance requirements.

Member Coffman-Gomez stated her preference for limiting permits to one of each type per parcel, appointing an ad hoc committee to make recommendations, reviewing manufacturing permits by Council, and implementing more distance requirements. David McPherson, Hdl Companies, answered questions from Member Coffman-Gomez regarding potential for for-profit medical cannabis
manufacturing companies, typical setup for a manufacturing facility, manufacturing square footage needs, and micro business licenses.

Member Bilicich stated her preference for reviewing manufacturing permits at the Council level, limit manufacturing canopy size to 5,000 square feet, and reducing manufacturing permits to six (6).

Mayor Pro Tempore Hurst stated all manufacturing companies posed some challenges to the City and the City should not hinder cannabis manufacturing based on minimal issues. He added that preventing legal cannabis manufacturing would result in illegal manufacturing.

Member Hernandez stated cannabis manufacturing facilities should be treated like any other agricultural manufacturing facility.

Mayor Rios asked Council to send additional suggestions regarding cannabis manufacturing to staff.

Member Garcia stated she would support an ordinance that limited cannabis manufacturing permits to six (6).

6) ORDINANCE INTRODUCTION REPEALING CHAPTER 5 (MEDICAL CANNABIS FACILITIES) OF TITLE 6 (SANITATION & HEALTH) IN ITS ENTIRETY & ADDING A NEW CHAPTER 53 (MEDICAL CANNABIS FACILITIES) OF TITLE 14 (ZONING) OF WATSONVILLE MUNICIPAL CODE FOR THE CULTIVATION & MANUFACTURING OF MEDICAL CANNABIS—Tabled

MOTION: It was moved by Member Dutra, seconded by Member Coffman-Gomez and carried by the following vote to table the above ordinance 8.A.6):

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Rios
NOES: MEMBERS: Hernandez, Hurst
ABSENT: MEMBERS: None

City Manager Montoya announced that the City Emergency Operations Center had been activated due to heavy rain and potential flooding.

8.B. CONSIDERATION OF ORDINANCE MODIFYING CHAPTER 5-41 GRAFFITI OF THE WATSONVILLE MUNICIPAL CODE

1) Staff Report
The report was given by Assistant Public Works & Utilities Director Gordo.

2) City Council Questions
In answering Member Garcia, Assistant Public Works & Utilities Director Gordo listed resources available to residents experiencing graffiti in their neighborhoods.

Assistant Public Works & Utilities Director Gordo answered questions from Member Dutra regarding noticing requirements, abatement of graffiti, fines, and costs for the City to abate properties.
Assistant Public Works & Utilities Director Gordo answered questions from Member Coffman-Gomez regarding efforts to help victims of graffiti, fines for residents who did not abate their properties, tracking of incidents, and restitutions.

3) Public Hearing
Mayor Rios opened the public hearing.

Paul DeWorken encouraged the Council to pursue murals as a deterrent to graffiti. He offered his services and asked Council to hire muralists.

Jaime Sanchez stated murals were a great graffiti deterrent.

Assistant Public Works & Utilities Director Rodriguez thanked Paul DeWorken and Jaime Sanchez for their work to improve the community.

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

4) City Manager Comments (None)

5) City Council Discussion
In answering Member Coffman-Gomez, Assistant Public Works & Utilities Director Gordo stated fines collected could be used to pay for murals.

Member Bilicich stated her concerns regarding fining homeowners for not abating graffiti on their properties. She recommended only fining commercial properties for lack of abatement.

Member Dutra stated his preference for giving homeowners and businesses more time to abate their properties and only fining commercial properties for lack of graffiti abatement after working with them to address graffiti issues.

Assistant Public Works & Utilities Director Gordo answered questions from Mayor Rios regarding graffiti abatement in multi-unit properties.

Member Coffman-Gomez gave recommendations to staff on how to address graffiti on residential areas.

City Manager Montoya stated there was limited funding for staffing for graffiti abatement.

Mayor Pro Tempore Hurst stated homeowners should also be responsible for abating graffiti on their properties.

6) ORDINANCE INTRODUCTION AMENDING CHAPTER 41 (GRAFFITI) OF TITLE 5 (PUBLIC WELFARE, MORALS, & CONDUCT) OF WATSONVILLE MUNICIPAL CODE IMPLEMENTING NEW GRAFFITI ABATEMENT PROCEDURES

MOTION: It was moved by Member Bilicich, seconded by Member Coffman-Gomez and carried by the following vote to introduce the above ordinance 8.B.6) with changes to ordinance reflecting that owner would be given 72 hours to abate their properties and only businesses would be fined:
AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios
NOES: MEMBERS: None
ABSENT: MEMBERS: None

9. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS
Member Coffman-Gomez asked that Council discuss the City’s Sesquicentennial Celebration.

10. EMERGENCY ITEMS ADDED TO AGENDA

11. ADJOURNMENT
The meeting adjourned at 8:19 PM.

___________________________________
Oscar Rios, Mayor

ATTEST:

________________________________________
Irwin Ortiz, Assistant City Clerk
MINUTES
REGULAR CITY COUNCIL MEETING

January 24, 2017
City of Watsonville
Council Chambers
275 Main Street, 4th Floor

5:47 P.M.

1. CLOSED SESSION

(City Council Conference Room, 275 Main Street, 4th Floor)
(a) Public Comments regarding the Closed Session agenda were only accepted by the City Council at that time.

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

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Government Code Section 54956.9)

1. Initiation of litigation pursuant to subdivision (b) and (e)(2) of Section 54956.9:
   (Watsonville Pilots Association v. City of Watsonville
   - Pájaro Valley Unified School District Coastal Permit application)

6:38 P.M.

2. ROLL CALL
Mayor Rios, Mayor Pro Tempore Hurst and Council Members Bilicich, Coffman-Gomez, Dutra, Garcia, and Hernandez were present.

Staff members present were City Manager Montoya, City Attorney Smith, City Clerk Vázquez Flores, Public Works & Utilities Director Palmisano, Police Chief Honda, Fire Chief Barreto, Parks & Community Services Director Espinoza, Library Director Heitzig, Acting Community Development Director Merriam, Assistant Public Works & Utilities Director Rodriguez, Assistant Public Works & Utilities Director Templeton, Deputy City Manager Manning, Administrative Services Manager Hays, Assistant Police Chief Sims, Project Manager Vides, Environmental Projects Manager Cassel-Shimabukuro, Assistant City Clerk Ortiz, Senior Administrative Analyst Blackwood, Environmental Education Coordinator Kippen, and Interpreter Vazquez-Quintero.

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS—Written Report(s) Only
   A. Report of Disbursements
   B. City Council Department Updates
5. CONSENT AGENDA

Public Input on any Consent Agenda Item (None)

Mayor Rios highlighted several items on the Consent Agenda.

**MOTION:** It was moved by Mayor Pro Tempore Hurst, seconded by Member Garcia and carried by the following vote to approve the Consent Agenda:

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios

NOES: MEMBERS: None

ABSENT: MEMBERS: None

5.A. RESOLUTION NO. 8-17 (CM):
RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND CALLING FOR BIDS FOR THE CORRALITOS CREEK WATER TREATMENT PLANT IMPROVEMENT PROJECT, NO. W-17-01 (ESTIMATED COST OF $3,002,000 WILL BE FUNDED FROM THE WATER ENTERPRISE FUND [720] AND BE FULLY REIMBURSED BY PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT- PROJECT IS IN CURRENT BUDGET

5.B. RESOLUTION NO. 9-17 (CM):
RESOLUTION APPROVING CONTRACT WITH RINCON CONSULTANTS, INC., A CORPORATION, FOR PRECONSTRUCTION COMPLIANCE SERVICES FOR THE RAIL TRAIL LEE ROAD PROJECT, IN AN AMOUNT NOT TO EXCEED $110,904; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND AUTHORIZING BUDGET APPROPRIATION OF AN AMOUNT NOT TO EXCEED $55,904 FROM STATE GAS TAX FUNDS (FUND 305)

5.C. RESOLUTION NO. 10-17 (CM):
RESOLUTION ACCEPTING $7,000 GRANT FROM THE COMMUNITY SCIENCE WORKSHOP NETWORK TO SUPPORT THE WATSONVILLE ENVIRONMENTAL SCIENCE WORKSHOP PROGRAM PROVIDING HANDS-ON SCIENCE EDUCATION TO YOUTH IN WATSONVILLE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE GRANT BUDGET

5.D. RESOLUTION NO. 11-17 (CM):
RESOLUTION ACCEPTING ONE-YEAR $36,000 GRANT FROM THE NATIONAL POLICE ACTIVITIES LEAGUE (PAL) FOR THE IMPLEMENTATION OF A YOUTH MENTORING PROGRAM IN THE CITY OF WATSONVILLE; AUTHORIZING AND DIRECTING CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO AND ANY NECESSARY DOCUMENTS NECESSARY TO PARTICIPATE IN THE NATIONAL POLICE ACTIVITIES LEAGUE GRANT PROGRAM FROM DECEMBER 10, 2016, TO DECEMBER 17, 2017; AND APPROPRIATING SUCH FUNDS TO THE GRANTS FUND
5.E. ORDINANCE NO. 1346-17 (CM):
ORDINANCE AMENDING CHAPTER 41 (GRAFFITI) OF TITLE 5 (PUBLIC WELFARE, MORALS, & CONDUCT) OF WATSONVILLE MUNICIPAL CODE IMPLEMENTING NEW GRAFFITI ABATEMENT PROCEDURES

6. ITEMS REMOVED FROM CONSENT AGENDA (None)

7. PRESENTATIONS & ORAL COMMUNICATIONS

7.A. ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL

Police Chief Honda introduced Assistant Police Chief Thomas Sims to the Council.

Alicia spoke about the struggles undocumented people face.

Melinda Kralj stated that all cities should become sanctuary cities.

Mayor Rios informed the speakers that the Council would be discussing the sanctuary cities which was on the agenda, and the public would be able to speak on the item at a later time.

Seth Smith, Santa Cruz Veterans Alliance, offered to meet with Council to discuss cannabis manufacturing.

Member Hernandez spoke about emergencies due to heavy rain and thanked everyone who worked to help those in need. He spoke about several events he attended over the previous weeks.

Member Garcia spoke about events she attended over the previous weeks and announced that she recently became a grandmother. She thanked Chief Honda for assuring the public that the Police Department would not cooperate with Immigration and Customs Enforcement (ICE).

Member Dutra spoke about his attendance at several community events. He stressed the importance of fighting for women’s rights.

Member Coffman-Gomez invited the public to upcoming community events. She spoke about repairs to the levee due to heavy rain. She said there would be a meeting with the Corp of Engineers in March regarding the Pájaro River Levee. She announced that Measure D would be effective on April 1, and there would be public meetings regarding planned road improvements.

Member Bilicich spoke about several community events she attended over the previous weeks and efforts to repair the levee despite the Army Corps of Engineers’ unwillingness to help.

Mayor Pro Tempore Hurst spoke about the Army Corps of Engineer’s lack of responsiveness in regards to the Pájaro River Levee. He spoke about events he attended over the previous weeks and invited the public to upcoming community events.
Mayor Rios commended the Ow Family for their contributions to the community. He announced that Governor Brown had declared the County of Santa Cruz in a state of emergency. He encouraged the public to invite Council Members to local events.

7.B. REPORT OUT OF CLOSED SESSION
City Attorney Smith reported that Council discussed the item on the Closed Session Agenda, but took no action.

8. REPORTS AND PRESENTATIONS

8.A. PRESENTATION OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT’S STATE OF THE UNION BY CEO ALEX CLIFFORD (20 MINUTES)

9. PUBLIC HEARINGS, ORDINANCES, & APPEALS

9.A. CONSIDERATION OF ORDINANCE ESTABLISHING SPEED LIMITS IN ACCORDANCE WITH ENGINEERING AND TRAFFIC SURVEY

1) Staff Report
The report was given by Assistant Public Works & Utilities Director Rodriguez and Police Captain Magdayo.

2) City Council Questions
Police Captain Magdayo and Assistant Public Works & Utilities Director Rodriguez, answered questions from Member Garcia regarding fines for speeding and changes to speed limits.

Police Captain Magdayo, Assistant Public Works & Utilities Director Rodriguez, and City Manager Montoya answered questions from Member Dutra regarding deaths in 2016 due to speeding, speeding, fines, and ability to change speed limits.

Assistant Public Works & Utilities Director Rodriguez, in answering Member Hernandez, spoke about criteria used to identify areas that need additional safety measures implemented.

In answering Member Bilicich, Assistant Public Works & Utilities Director Rodriguez stated speed limits on Bridge Street would be considered in June.

Assistant Public Works & Utilities Director Rodriguez answered questions from Member Coffman-Gomez regarding accidents at Airport Boulevard and Holm Road, notification to residents around areas where speed limits would change, and implementation of safety measures in unsafe areas.

Assistant Public Works & Utilities Director Rodriguez answered questions from Member Bilicich regarding safety near Watsonville Aptos Adult Education and safety near Nob Hill.

3) Public Hearing
Mayor Rios opened the public hearing.
Ron Buel stated his concerns in increasing speed limits and gave testimony of the dangers of speeding. He asked that Police stop unsafe drivers and gave recommendations on how to improve safety on Ohlone Parkway.

Martha Gonzalez, Second Street resident, spoke about speeding issues on Walker Street and asked that Police enforce speeding laws throughout the City.

Alexander Ramirez stated his concerns with increasing speed limits on unmaintained City roads.

Salvador Lua asked for information regarding notification of residents near areas where speed limits would increase.

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

4) City Manager Comments (None)
City Manager Montoya spoke about staff efforts to implement traffic safety measures.

5) City Council Discussion
In answering Mayor Rios, Assistant Public Works & Utilities Director Rodriguez spoke about the conditions of several City streets.

Police Captain Magdayo answered questions from Member Bilicich regarding students who do not obey traffic lights and signs.

In answering Member Hernandez, Police Captain Magdayo stated Police was pursuing grant funding to implement more pedestrian safety measures.

Assistant Public Works & Utilities Director Rodriguez, in answering Member Garcia explained reasons for different speed limits on Airport Boulevard.

Member Dutra stressed the importance of enforcing traffic laws and providing for public safety measures, particularly near schools.

Member Coffman-Gomez asked for safety measures on Airport Boulevard at Holm Road. She stated her concerns regarding the study conducted to address speed limits in the City and asked staff to return to Council with a report on the effectiveness of the speed limit changes.

Member Bilicich thanked staff for their work to improve safety in the City and asked staff to further improve safety.

Mayor Pro Tempore Hurst spoke about speeding issues in the City.

Mayor Rios listed several streets that needed to be improved to prevent speeding.

6) ORDINANCE INTRODUCTION AMENDING ARTICLE 18 (SPEED LIMITS) OF CHAPTER 5 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE TO ESTABLISH THE SPEED LIMITS IN
ACCORDANCE WITH THE 2017 ENGINEERING AND TRAFFIC SURVEY, PART 1, JANUARY 2017

MOTION: It was moved by Member Dutra, seconded by Member Bilicich and carried by the following vote to introduce the above ordinance 9.A.6):

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios
NOES: MEMBERS: None
ABSENT: MEMBERS: None

9.B. CONSIDERATION OF ORDINANCE ESTABLISHING SAFE DRUG AND SHARPS DISPOSAL PROCEDURES

1) Staff Report
The report was given by Assistant Public Works & Utilities Director Templeton.

2) City Council Questions
Assistant Public Works & Utilities Director Templeton answered questions from Member Garcia regarding efforts the City was making to reduce littering of needles and the proposed changes to increase proper disposal of needles.

Environmental Education Coordinator Kippen and Assistant Public Works & Utilities Director Templeton answered questions from Member Coffman-Gomez regarding proper disposal of needles and medicines.

Environmental Education Coordinator Kippen and Assistant Public Works & Utilities Director Templeton answered questions from Member Bilicich regarding disposal sites, options for disposing of medicines and needles, and disposing of items sent to users via mail.

Assistant Public Works & Utilities Director Templeton, in answering Member Hernandez, spoke about planned disposal sites and planned outreach to the community.

Assistant Public Works & Utilities Director Templeton listed medicine drop off locations at the request of Member Bilicich.

3) Public Hearing
Mayor Rios opened the public hearing and seeing no one approach the podium, he closed the public hearing.

4) City Manager Comments (None)

5) City Council Discussion
Mayor Pro Tempore Hurst spoke in support of staff recommendation.

Assistant Public Works & Utilities Director Templeton, in answering Mayor Rios, spoke about City efforts to address homeless encampments and littering of needles.
Member Dutra spoke about issues involving homeless encampments and littering of needles. He asked that more outdoor needle drop off locations be added.

6) INTRODUCTION OF ORDINANCE AMENDING TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) BY ADDING A NEW CHAPTER 48 (SAFE DISPOSAL OF DRUGS AND SHARPS) OF WATSONVILLE MUNICIPAL CODE FOR THE DISPOSAL OF SHARPS AND PHARMACEUTICALS

MOTION: It was moved by Member Coffman-Gomez, seconded by Member Bilicich and carried by the following vote to introduce the above ordinance 9.B.6):

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios

NOES: MEMBERS: None

ABSENT: MEMBERS: None

10. NEW BUSINESS

10.A. CONSIDERATION OF RESOLUTION DECLARING THE CITY OF WATSONVILLE A SANCTUARY FOR LOCAL IMMIGRANTS

1) Oral Report
The report was given by City Manager Montoya.

2) City Council Questions (None)

3) Public Input
The following speakers asked Council to approve a resolution reaffirming the City's status as a sanctuary city:
Robbie Olson
Alicia de Trinidad
Emanuel Ballesteros
Raymond Cancino
Jennifer Holm
Frances
Soledad Martinez
Antonio Ruiz
Celia Ruiz
Hector Soliz
Melinda Kralj
Mas Hashimoto
Doug Keegan
Esther Solís
Beatriz Solís
Nolia Valentine

The following speakers asked Council to approve a resolution reaffirming the City's status as a sanctuary city and adopt an ordinance outlining how the City would protect immigrants:
Ernestina Saldaña
Mireya Gomez Contreras, Director of Day Workers Center
Maria Elena de la Garza, Executive Director for Community Action Board, asked Council to form a task force to address immigration issues in Watsonville.

4) City Manager Comments (None)

5) City Council Discussion
Mayor Rios stated the City had been a sanctuary city since 2007 and was considering a reinforced resolution.

Member Hernandez stressed the importance of retaining the City’s sanctuary city status and listed reasons he would support immigrants.

Mayor Pro Tempore Hurst thanked the public for addressing the Council and stressed the importance of maintaining the sanctuary city status and protecting all residents.

Member Dutra spoke about challenges immigrants faced day to day and vowed to help immigrants by working on stronger sanctuary city policies.

Member Coffman-Gomez stressed the importance of unity and embracing the community as a whole.

Member Bilicich spoke about challenges immigrants face and spoke in support of the motion.

6) RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE TO MAINTAIN TRUST AND SAFETY FOR LOCAL IMMIGRANTS IN THE CITY OF WATSONVILLE – Not Approved

MOTION: It was moved by Member Garcia, seconded by Member Hernandez and carried by the following vote to reaffirm the City’s status as a sanctuary city and direct staff to work with Mayor Rios to revise Resolution 98-07 (CM) based on public comments:

AYES: MEMBERS: Bilicich, Coffman-Gomez, Dutra, Garcia, Hernandez, Hurst, Rios

NOES: MEMBERS: None

ABSENT: MEMBERS: None

Mayor Rios asked Council Members Garcia and Hernandez to meet with him and staff to revise and improve Resolution No. 98-07 (CM).
10.B. CONSIDERATION OF APPOINTMENT OF AN AD HOC COMMITTEE TO REVIEW THE SOCIAL SERVICE / COMMUNITY SERVICE GRANT APPLICATION PROCESS

1) Staff Report
The report was given by Project Manager Vides.

2) City Council Questions (None)

3) Public Input
Maria Elena de la Garza, Executive Director for Community Action Board, commended the City for not participating in the Core Funding Model. She asked Council to extend current funding levels for social service grants until the City and social service providers meet to discuss the needs of Watsonville.

Raymond Cancino, Chief Executive Officer for Community Bridges, asked the City to work with other jurisdictions to create one uniform grant application process for social service grants. He added that the Core Funding Model did not involve the public and the City should strive to keep the public included in their discussion.

Gina Cole, Pájaro Valley Prevention and Student Assistance, listed her concerns with priorities of the Core Funding Model and commended Watsonville for not joining. She asked that the City keep the public involved and work to pinpoint the City’s needs.

4) City Manager Comments (None)

5) City Council Discussion
Member Dutra stated his concerns with the Core Funding Model and commended staff for not pursuing those priorities.

In answering Member Garcia, City Manager Montoya and Assistant City Manager Huffaker listed the reasons staff did not pursue the Core Funding Model.

Member Hernandez spoke about the importance of flexibility in funding social services and not adopting a model that would hinder an agency’s ability to fund organizations.

Mayor Pro Tempore Hurst spoke about the challenges in allocating resources to so many organizations.

Mayor Rios asked Members Garcia, Dutra, and Hernandez to be part of the ad hoc committee regarding the social services grants.

6) MOTION: It was moved by Member Dutra, seconded by Member Hernandez and carried by the following vote to direct the Mayor to appoint an ad hoc committee:

AYES: MEMBERS: Bilicich, Dutra, Garcia, Hernandez, Hurst, Rios
NOES: MEMBERS: None
ABSENT: MEMBERS: Coffman-Gomez

Member Bilicich left at 11:00 PM.

10.C. REINSTATEMENT OF DOWN PAYMENT ASSISTANCE PROGRAM, UTILIZING INCLUSIONARY HOUSING FUNDS TO ASSIST ELIGIBLE LOW TO ABOVE MODERATE INCOME HOME BUYERS TO PURCHASE HOMES IN THE CITY OF WATSONVILLE

1) Staff Report
The report was given by Senior Administrative Analyst Blackwood.

2) City Council Questions (None)

3) Public Input
Lupe Rivas spoke in support of the proposed Downpayment Assistance Program.

4) City Manager Comments (None)

5) City Council Discussion
Senior Administrative Analyst Blackwood and Assistant City Manager Huffaker answered questions from Member Garcia regarding income limits and eligibility requirements.

Mayor Rios stated downpayment assistance was intended to help first time home buyers.

Senior Administrative Analyst Blackwood answered questions from Member Hurst regarding resale restrictions.

Acting Community Development Director Merriam and City Manager Montoya explained why staff was recommending appropriation of $250,000 for the Downpayment Assistance Program.

In answering Member Garcia, Senior Administrative Analyst Blackwood listed how the public would be notified of the program.

6) RESOLUTION NO. 12-17 (CM):
RESOLUTION ADOPTING DOWNPAYMENT ASSISTANCE PROGRAM (DAP) AND APPROVING PROGRAM GUIDELINES TO ASSIST ELIGIBLE LOW TO ABOVE MODERATE INCOME HOME BUYERS TO PURCHASE HOMES IN THE CITY OF WATSONVILLE; AUTHORIZING BUDGET APPROPRIATION IN AN AMOUNT NOT TO EXCEED $250,000 FROM THE INCLUSIONARY HOUSING FUND [0221] FOR FY2016-17; AND AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE DAP GUIDELINES AS MAY BECOME NECESSARY

MOTION: It was moved by Mayor Pro Tempore Hurst, seconded by Member Hernandez and carried by the following vote to approve the above resolution 10.C.6):
AYES: MEMBERS: Dutra, Garcia, Hernandez, Hurst, Rios
NOES: MEMBERS: None
ABSENT: MEMBERS: Bilicich, Coffman-Gomez

11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS
Member Garcia asked for a report to Council regarding human trafficking.

12. EMERGENCY ITEMS ADDED TO AGENDA

13. ADJOURNMENT
The meeting adjourned at 11:21 PM.

___________________________________
Oscar Rios, Mayor

ATTEST:

________________________________________
Beatriz Vázquez Flores, City Clerk
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MINUTES
SPECIAL CITY COUNCIL MEETING

February 3, 2017
City of Watsonville
8:00 A.M.
Civic Plaza Community Room
275 Main Street, 4th Floor

8:00 CONTINENTAL BREAKFAST & WELCOME BY MAYOR

8:30 ROLL CALL
Mayor Rios, Mayor Pro Tempore Hurst and Council Members Coffman-Gomez, Dutra, Garcia, and Hernandez were present. Council Member Bilicich was absent.

Also present were Senator Bill Monning and Field Representative Rachel Bickert (17th Senate District); Assembly Member Anna Caballero and District Director Aline Reyna (30th Assembly District); Chief of Staff Kathleen Lee for Congressman Jimmy Panetta (House of Representatives 20th District), and John Arriaga of JEA & Associates.

Staff members present were City Manager Montoya, City Clerk Vázquez Flores, Police Captain Zamora, and Senior Utilities Engineer McCloud.

8:30 CITY LEGISLATIVE PRIORITIES BY CITY COUNCIL & CITY MANAGER
Senior Utilities Engineer McCloud gave presentations regarding the following City's legislative Priorities:

1. Federal Pájaro River Levee Project
2. Water and Sewer Infrastructure Needs
3. Hexavalent Chromium Mandate
4. State Water Resources Control Board Storm Water Requirements
5. Transportation Funding

9:10 PRESENTATION BY LEGISLATORS & INVITED GUESTS
Senator Monning gave an overview of the 2016 legislative session and State budget.

Assembly Member Caballero (30th Assembly District) spoke about her priorities for 2017 that included housing affordability for seniors and homeless, median income, and early childhood education.

Chief of Staff Lee said that Congressman Panetta would be meeting with the Army Corps of Engineers regarding funding for the Pájaro River Levee. She said the Congressman Panetta’s priorities were the Affordable Care Act and immigration. She invited everyone to a Town Hall meeting at Hartnell College on February 12, 2017.

9:57 PUBLIC INPUT
Gina Cole invited the public to the release of the findings from the survey on sugary beverages scheduled for March 8, 2017.

ADJOURNMENT
The meeting adjourned at 10:11 A.M.
ATTEST:

__________________________
Beatriz Vázquez Flores, City Clerk

__________________________
Oscar Rios, Mayor
MEMORANDUM

DATE: February 9, 2017

TO: Charles A. Montoya, City Manager

FROM: Ana Espinoza, Parks and Community Services Director

Brad Blachly, Assistant Director
Jaime Jimenez, Recreation Supervisor

SUBJECT: Agreement with the Pajaro Valley Unified School District for use of the Watsonville High School Pool for the City’s 2017 Summer Program

AGENDA ITEM: February 14, 2017

RECOMMENDATION:
It is recommended that the City Council approve the Agreement between the City of Watsonville and the Pajaro Valley Unified School District for 2017 Summer Swim Program at Watsonville High School Pool. The agreement provides the City with use of the swimming pool, restrooms, dressing rooms, office space, and associated facilities. The form has been approved annually by the City and the Pajaro Valley Unified School District for the past 21 years.

DISCUSSION:
The Agreement provides the Parks and Community Services Department with use of the Watsonville High School Pool for a nine (9) week period from June 11 through August 11, 2017. Hours of use will be Mondays to Fridays from 10:00 a.m. to 7:00 p.m. The proposed agreement is only for the summer of 2017.

Benefit to Watsonville Residents.
The City of Watsonville has operated the Summer Aquatics Program at the Watsonville High School pool for 21 years. In 2016, the Aquatics program offered swim lessons for beginners to advanced, pre-school super tots’ classes, parents and tots classes, and adult swim lessons.
with a total of 417 registered participants. In addition, the recreational swim program experiences 1,397 sign-ins.

The Summer Aquatics Program is an important and vital program as it provides opportunities for community members to learn valuable water safety skills in a safe and fun environment and at an affordable cost.

STRATEGIC PLAN:
The Summer Aquatics Program is aligned with the City Council’s goal of Education as it increases community members’ swim skills and knowledge of water safety.

FINANCIAL IMPACT:
Community members pay a fee, which is competitive with fees charged by other organizations offering swim lessons in the City of Watsonville, to participate in the various aquatic program lessons and activities scheduled. This year, PVUSD will charge the City a facility use fee of $113.27 a day for a total estimated cost of $5,097.15. The PVUSD fee charged this year is equal the fee charged last year.

ALTERNATIVES:
The City Council may choose not to approve the Agreement between the City of Watsonville and the Pajaro Valley Unified School District for 2017 Summer Swim Program at Watsonville High School Pool for the City’s 2017 Summer Aquatics Program.

ATTACHMENTS:
None.

cc: City Attorney
RESOLUTION NO.__________ (CM)


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

1. That the Agreement between the City of Watsonville and the Pájaro Valley Unified School District, a political subdivision of the State of California, for the use of the Watsonville High School pool for the City’s 2017 Summer Swim Program, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

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

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AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND THE PÁJARO VALLEY
UNIFIED SCHOOL DISTRICT FOR THE 2017 SUMMER SWIM PROGRAM AT
WATSONVILLE HIGH SCHOOL

THIS AGREEMENT is made and entered into between the City of Watsonville, a municipal
corporation, herein after called “City”, and the PAJARO VALLEY UNIFIED SCHOOL DISTRICT, herein
after called “District”.

RECITALS

WHEREAS, the parties hereto are desirous of entering into an agreement to carry out a
summer recreational swimming program at the Watsonville High School pool under the provisions of
the Education Code in order to promote and cultivate the health, welfare, and good citizenship of
members of the community;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. District hereby grants the use, and City hereby accepts the use, as authorized by Section
10910 of the Education Code of those school facilities consisting of a swimming pool,
lockers, restrooms, dressing rooms, office space, and the pool storage room at the
Watsonville High School campus on Maple Street in the City of Watsonville, hereafter
called “facilities”.

2. The term of this grant of use shall commence June 11, 2017 and terminate August 11,
2017 subject to District requirements for maintenance. General use by the City from June
11 through June 15 will be Monday – Friday from 8:00 a.m. to 7:00 p.m. Use by the City
during the week of June 11 will be for staff training, the exact schedule is yet to be
determined. General use by the City from June 18 through August 11 will be Monday
through Friday from 10:00 a.m. – 7:00 p.m. The District Migrant Education Program may
use the pool Monday through Friday until 10:00 a.m. and any such use is not part of the
City Parks and Community Services Department aquatics program. Pool use for other than
open community swim or other recreation department swim programs is subject to the
approval of the District.

3. City shall pay $113.27/day for each day of weekly operation. The City will provide custodial
services. Based on the schedule delineated above, the total cost for 44 days of operation
Monday-Friday $4,983.88. If the City does not hold the staff training each day during the
week of June 11, the City will use the pool less than 44 days. The amount of staff training
days is yet to be determined. The City may charge any and all persons using the facilities
under the City Recreation Program for use of the facilities, which fees shall be the
property of City.

4. District shall provide the following services:
   a. Provide for maintenance of pool facilities, including chemical, water, supplies and
      utilities.
   b. Provide telephone for emergency and daily operational use.
c. Provide keys to the City Parks and Community Services Department staff for access to the facilities.
d. Permit the City Parks and Community Services Department priority use and scheduling authority with due consideration to District requirements.
e. Notify City within twenty-four (24) hours of any pool closure for emergency maintenance.

5. City shall provide the following services:
   a. Provide supervision during public use of facilities.
   b. Provide and schedule swimming lessons and recreation swim periods for the general public, and which schedule shall be submitted in writing to District by June 4, 2017.
   c. Hire certified Swim Instructors, Life Guards or competent personnel to conduct swimming programs and provide all workers’ compensation for such personnel.
   d. Immediately notify District officials of any hazardous or unsafe conditions of the facilities.
   e. Comply with such rules and regulations applicable to School District facilities, including the prohibition of any alcohol beverages, as contained in the City Municipal Code or any Ordinances or Resolutions, which may also be applicable to facility use.
   f. The City will be responsible for ensuring the trash is deposited in the trash receptacles prior to closing the facility each day.
   g. Assume responsibility for opening and closing the facility on each day of scheduled use.
   h. The City shall be responsible for expenses incurred by the District for damages and repairs of facility, equipment and furniture during the period of such use that is not attributed to ordinary and reasonable use and normal wear and tear.
   i. The City shall file a Facilities Use agreement in the District’s Facilities Department (294 Green Valley Road) and follow all procedures required including but not limited to Insurance Responsibilities.

6. The City community recreation swimming program shall be under the direction and supervision of the City Parks and Community Services Department. City shall be responsible for the hiring and dismissal of all personnel for the program. All salaries shall be paid on the basis of the current pay scale of the City. All equipment purchases by City shall be and will remain the property of the City and shall be stored by District in a secure manner. City shall assume no responsibility for loss or damage to District equipment and District shall assume no responsibility for loss or damage to City equipment.

7. It shall be the responsibility of the City Parks and Community Services Department to schedule and supervise all activities during the term of this agreement. The Parks and Community Services Director of City is hereby appointed as a representative to the District Board and is hereby authorized to exercise the powers delegated to such representative under the Civic Center Act (Education Code Section 38130).
8. District shall indemnify and hold harmless the City for any and all loss of damage and claims directly or indirectly arising out of, or alleged to arise out of, the condition and maintenance of the facilities or equipment furnished or made available by District for the program or used in connection therewith. City shall indemnify and hold harmless the District, its directors, officers, employees, agents and volunteers for any claim for bodily injury or property damage arising from the City’s operation of the program covered by this Agreement.

9. This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

10. All attempts shall be made to mediate and come to mutual agreement. However, should that not provide resolution and litigation commences with respect to this Contract, the prevailing party shall be entitled to recover from the other party, costs of suit and reasonable expenses and fees, including reasonable attorney’s fees.

11. This Agreement has been made and is made solely for the benefit of the Pajaro Valley Unified School District and the City of Watsonville and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this __________day of __________, 20__, at Watsonville, California.

“City”
CITY OF WATSONVILLE,
A Municipal Corporation

By: ____________________________
   City Manager

“District”
PAJARO VALLEY UNIFIED SCHOOL DISTRICT

By: ____________________________
   Chief Business Officer

ATTEST:

By: ____________________________
   City Clerk

APPROVED AS TO FORM:

By: ____________________________
   City Attorney
City of Watsonville  
Community Development Department

MEMORANDUM

DATE: January 25, 2017

TO: Charles Montoya, City Manager

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

SUBJECT: Professional services agreement with The Covello Group, Inc.  
for construction management services for the Corralitos Creek  
Water Treatment Plant Improvement Project, Project No. W-17-01

AGENDA ITEM: February 14, 2017  
City Council

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution approving an agreement with The Covello Group, Inc., a corporation, for providing construction management services for the Corralitos Creek Water Treatment Plant Improvement Project and authorizing and directing the City Manager to execute said agreement.

DISCUSSION:
Project Background. At its January 24, 2017 meeting the City Council approved plans and specifications and approved advertising for bids for the Corralitos Creek Water Treatment Plant Improvement project.

The project will upgrade the existing slow sand filter plant to treat an additional 1,000 acre-feet per year of water from Eureka Canyon and Browns Valley Creeks to meet drinking water demands. This project would double the production capacity of the City's existing water treatment plant.

The existing Corralitos Creek Water Treatment Plant utilizes a slow sand filter system to treat water. This system was designed and constructed in 1930 and, unfortunately, is only operable during the summer months, when water in the tributary creeks is calm. During the winter months, when water is abundant, the flows are too heavy and contain too much sediment for the sand filters to effectively treat the water.

To address this problem, and to allow the City to draw water from the creeks all year long, staff proposed the construction of a new treatment plant to be installed adjacent to the existing sand
filters. This package treatment plant uses modern filter technology that will allow the Water Department to treat water during the wet winter months.

In 2014, City staff, in partnership with the Pajaro Valley Water Management Agency, secured a grant from the California Department of Water Resources. The Proposition 84 Integrated Regional Water Management 2014 Drought Grant is in the amount of $3,217,800, and will fund the Corralitos Creek Water Treatment Plant Improvement Project.

**Construction Management Services.** Staff recently issued a request for Statement of Qualifications to consulting engineering firms for providing construction management services for several of the City’s capital improvement program projects, including the Corralitos Creek Water Treatment Plant Improvement Project. Two firms submitted qualifications statements, The Covello Group and Harris and Associates, both headquartered in Contra Costa County and both with offices local to Watsonville. Each firm has worked for the City in the recent past. The Covello Group was ranked higher than Harris and Associates for their work and experience in providing construction management services specifically for water treatment plant projects.

Staff negotiated a scope of work and cost proposal with Covello. The total cost of services would not exceed $299,460, which is approximately 10% of the estimated project cost of $3,200,000. This is considered within the range of normal costs for construction management services by industry standards. The cost of this agreement would be covered by the City’s existing grant.

The Covello Group would perform quality control inspections of the contractor’s work to ensure that the project is constructed in accordance to plans and specifications. This is an area of specialty expertise that is outside of the normal construction inspection activities and experience of existing City staff. The Covello Group will act as the City’s representative with the contractor and organize other project elements such as the testing and startup of the new treatment plant and grant management administration. The services are estimated to continue for the duration of the project, approximately 12 months.

**FINANCIAL IMPACT:**
The proposed contract with The Covello Group would be funded by a grant from the California Department of Water Resources. There is expected to be no cost to the City for this work.

**ALTERNATIVES:**
City Council could decide not to approve the proposed agreement with The Covello Group.

**ATTACHMENTS:**
None

cc: City Attorney
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND THE COVELLO GROUP, INC., A CORPORATION, FOR PROVIDING CONSTRUCTION MANAGEMENT SERVICES FOR THE CORRALITOS CREEK WATER TREATMENT PLANT IMPROVEMENT PROJECT, NO. W-17-01, IN AN AMOUNT NOT TO EXCEED $299,460; 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 Contract for Consultant Services between the City of Watsonville and The Covello Group, Inc., a corporation, for providing construction management services for the Corralitos Creek Water Treatment Plant Improvement Project, No. W-17-01, in an amount not to exceed $299,460, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

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

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

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CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND THE COVELLO GROUP, A CALIFORNIA CORPORATION.

THIS CONTRACT, is made and entered into this _____________, by and between the City of Watsonville, a municipal corporation, hereinafter called "City," and The Covello 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 February 15, 2017 to April 30, 2018, 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 therein. 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 fullest extent permitted by law
(including, without limitation, California Civil Code Sections 2782 and 2782.8),
Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify
and hold harmless City and its elected and appointed officers, agents, departments,
officials, representatives and employees (collectively “Indemnites”) from and against
any and all claims, loss, cost, damage, injury (including, without limitation injury to or
death of an employee of Consultant or its Sub-consultants), expense and liability of
every kind, nature and description (including, without limitation, incidental and
consequential damages, court costs, attorneys’ fees, litigation expenses and fees of
expert consultants or expert witnesses incurred in connection therewith and costs of
investigation) that arise out of; pertain to, or relate to, directly or indirectly, in whole or in
part, the negligence, recklessness, or willful misconduct of Consultant, any Sub-
consultant, anyone directly or indirectly employed by them, or anyone that they control
(collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any
Indemnitee shall not apply to the extent that such Liabilities are caused in part by the
sole negligence, active negligence, or willful misconduct of such Indemnitee.

To the extent there is an obligation to indemnify under this Section, Consultant shall be
responsible for incidental and consequential damages resulting directly or indirectly, in
whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

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) per
claim and aggregate 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 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. Consultant 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

The Covello Group
c/o Gary Skrel
1660 Olympic Boulevard, Suite 300
Walnut Creek, CA 94596

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

CITY OF WATSONVILLE

BY ________________________________
Charles A. Montoya, City Manager

CONSULTANT

THE COVELLO GROUP, Inc.

BY ________________________________
Gary Skrel, President, CA PE C-43547

ATTEST:

BY ________________________________
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY ________________________________
Alan J. Smith, City Attorney
EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

See attached Exhibit “A”
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

Service will be completed on an as needed basis between February 15, 2017 and April 30, 2018.
EXHIBIT “C”

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed $299,460.

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: See list of standard fees and charges.

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 A

The Covello Group, Inc.

Scope of Work

January 2017

I. PHASE 1 -- PRECONSTRUCTION (Not In Scope)
   1. Constructability Review (Optional)
      a. Based on the 100% design plans and technical specifications provided by the City of Watsonville (City), Covello can provide a constructability review prior to and during the bidding period to review the documents for:
         i) Conflicts, omissions, and ambiguities between the plans and specifications
         ii) Completeness of the bidding documents
         iii) Coordination between design disciplines
         iv) Potential claim areas
      b. Sequence & Constraints: Covello will review and provide comments on the construction sequencing, constraints and shutdowns initially developed by the Owner and/or Design Consultant (DC) to verify they are accurately described and conveyed in the Contract documents.
      c. Review Meetings: Covello will meet with the City and DC and Permit Consultants to review the findings of the Review.

II. PHASE 2 -- BID/AWARD PERIOD
   1. Bid Period Assistance
      a. Covello will assist the Owner with the advertisement.
      b. Owner or DC will manage the distribution of bid documents to plan holders and maintain the plan holders list.
   2. Prebid Meeting
      a. Covello will attend the prebid meeting. DC will facilitate the meeting and prepare agenda.
      b. DC will prepare Record of Discussions for issuance as a Bid Addendum. Covello will collect the names and company affiliations of all attendees at the pre-bid conference and can assist DC in preparation of ROD.
   3. Addendum
      a. DC will review Bidders' questions and prepare addenda.
      b. Covello will assist with review of addenda, prior to issuance, as requested by the Owner.
      c. DC and Owner will manage the fielding of questions from Bidders and issuance of addenda.
   4. Review Documents
      a. Project planning, design, environmental, funding, permitting, and contract documents
b. Familiarize with site access, staging, logistics, transportation issues, and constraints.

5. Bid Review
   a. Covello will assist the Owner with evaluating and reviewing the bid proposals for completeness, responsiveness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder. DC will provide review assistance for technical considerations such as named equipment manufacturers. Covello will make a recommendation to the Owner regarding award of the Contract.
   b. Covello will review the bidder’s SRF documentation (as applicable) and coordinate the submittal of this information with SRF.

6. Covello will examine, organize, and inventory the escrow bid documents of the two lowest bidders.

7. Notice to Proceed – Covello will assist with the Owner’s preparation and issuance of the Notice to Proceed.

III. PHASE 3 – CONSTRUCTION (Starts at NTP)

1. General: Covello will provide coordination, documentation and observation while on site and of items that come to our actual knowledge and process management during the construction phase.

2. Preconstruction Conference (Meeting)
   a. Covello will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution. The Owner, DC, and Contractor’s team will attend the meeting. The DC will address design issues.

3. Administration and Office Set-Up
   a. Covello will setup the files for the project prior to commencement of construction and coordinate with the Owner and Contractor for office trailer set-up.
   b. Owner/Contractor through Project Documents will provide office trailer, copier, phone/service, and Internet service. Covello will coordinate with the City and DC regarding Project Document language incorporating provision of trailer, furniture, copier, computers, refrigerator, water, restroom facilities as part of Contractor’s Contract.

4. Preconstruction Walk/Photos/Video
   a. Covello will conduct preconstruction inspections documenting conditions using digital photographs and video.

5. Construction Administration
   a. Project Coordination: Covello will act as the project coordinator and the point of contact for all communications with the Contractor. Covello will coordinate activities of the Owner, DC, and Contractor
b. Document Tracking System: Covello will establish, implement and maintain an online system for tracking all correspondence and documents on the Project (Procore). Covello will incorporate within the tracking system the means to track the routing of submittals/RFI's to the Owner's other consultants.

c. Construction Administration Services: Covello will provide administrative and management services. Covello will receive all correspondence from the Contractor and address all inquiries from the contractor and construction related correspondence. The DC will be responsible for providing any design input.

6. Meetings
   a. Covello will prepare the agenda for progress meetings and other construction meetings required during the Project.
   b. Covello will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.

7. Coordination with Outside Agencies
   a. Outside Agency Coordination: Contractor will obtain necessary permits. Covello will coordinate with outside agencies and review Contractor’s compliance with permit requirements.
   b. Utility Coordination
      1. Construction related coordination with utilities (PG&E, ATT, etc.) will be the responsibility of the Contractor. (Contractor). Covello will attend meetings and facilitate modification to the Contract Documents as needed. Engineer/Owner responsible for modifying Contract Documents if necessary. Covello will not be responsible for; schedule, timely performance of other parties.

8. Public outreach
   a. Covello will review project notices prepared by the Contractor and obtain Owner’s approval prior to the Contractor distributing the notices.
   b. If needed, meetings with public will be facilitated by Owner. Covello will attend meetings as requested by Owner.
   c. Covello will assist Owner with responding to public inquiries.
   d. Covello will refer all media inquiries to the Owner.

9. Submittals
   a. Covello will establish, implement and coordinate the submittal processing.
   b. Covello will receive the submittals from the Contractor and check the submittals for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, Covello return the submittal to the Contractor for correction.
   c. Covello will route the submittal to the DC for review and will route the reviewed submittal back to the Contractor. Covello will review comments on the
submittals to determine if additional follow-up with the DC and/or contractor is warranted and to identify any scope changes.

d. Covello will maintain an online log and tracking system for submittals. Covello will track the status of submittal review with the DC and the status of resubmittals with the Contractor.

e. DC to review all design related submittals and all submittals for temporary facilities.

10. Clarification Process
   a. Covello will establish, implement and coordinate an online system for processing clarifications.
   b. Covello will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Covello will return the RFI to the Contractor.
   c. Covello will provide a response to the Contractor for any administrative and general RFI.
   d. Covello will route all other RFIs to the DC.
   e. The DC will review the RFIs and provide design response.
   f. Covello will review the DC’s response for acceptability of response and transmit the Clarification Response to the Contractor.
   g. Covello will maintain an online system for logging and tracking RFIs.
   h. The DC will prepare Design Clarifications where design issues are identified by Covello, the DC, or the Owner. Covello will prepare the Clarification Letter for transmittal to the Contractor of the DC’s Design Clarification and other clarifications.

11. Change Order Preparation, Negotiation & Processing
   a. The DC will prepare design details for change requests.
   b. Covello will prepare and issue the change request to the Contractor with the appropriate design documents.
   c. Covello will prepare an independent cost estimate and/or review the acceptability of the Contractor’s cost proposal for each change request. The DC’s input may be requested for specific equipment and material costs.
   d. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement, Covello will issue a field order. All work done under a field order will be completed on a time and material basis. Covello will have authority for issuing field orders to a maximum value of $10,000 without prior notice or approval from the Owner only if Covello can’t reach the Owner’s Representative via cellular phone or office phone. As soon as practical, dependent on field conditions, Covello will advise the Owner of the issuance of such field order, and the Owner will execute the field order. Field orders with an allowance greater than $10,000 will be reviewed and approved with the Owner prior to issuance.
e. Covello will negotiate change orders with the Contractor.

f. Covello will prepare change orders for execution by the Owner and Contractor.

g. Covello will implement and maintain a system for logging and tracking changes.

h. Covello will establish and maintain issue files. The issue files will compile all data related to specific items that arise that may have cost or time impacts.

12. Progress Payment

a. Covello will review and approve the initial cost breakdown prepared by the Contractor.

b. Covello will review and process the progress payment requests and determine whether the amount requested reflects the actual status of the Contractor's work in place, materials on site and other contract requirements.

c. Covello will review the Contractor’s construction progress as it relates to the progress billing procedure.

d. Covello will perform the appropriate administration, preparation and processing of the monthly progress payments so the Owner can respond in accordance with the time periods set forth in the Public Contract Code.

e. Covello will prepare the summary cover sheet for the progress payments which will be executed by Covello, the Contractor and the Owner.

f. Covello will not recommend final payment to the Contractor until Covello has determined Contractor has complied with the project closeout requirements, including record documents, warranties, and operations and maintenance manuals.

13. Prop 84 Coordination

a. Covello will assist in providing any required documentation for Prop 84 funding. Covello will assist the Owner with preparing the necessary documentation for reimbursement requests. This includes project progress reports, progress payment reports.

b. Covello will tour the Project site with Prop 84 representative during any construction visits and provide replies to any inquiries from SWRCB.

14. Contractor's Certified Payroll (Not in Scope, Provided by Others)

a. When requested by the Owner, State, or other agency or public inquiry, Covello will collect but not review certified payroll from the contractor.

b. Covello will forward Contractor's certified payroll records to either the City or the City's Labor Compliance consultant as directed.

c. DIR compliance, Covello can if requested by the City refer or include as part of our CM services contract a Labor Compliance consultant.

15. Scheduling

a. Covello will review Contractor's preliminary schedule submittal and provide written comments.

b. Covello will review Contractor's initial Baseline schedule submittal to determine whether it is realistic and prepared in accordance with the Contract Documents.
that the milestone and Substantial Completion dates meet the overall schedule and that no major conflicts exist. Covello will advise Owner of the review determination and provide written comments to the Contractor.

c. Covello will review the schedule update and provide written comments to the submitted update and facilitate a meeting with Contractor as necessary.

d. Covello will review and evaluate the Contractor’s requests for Contract Time extension and make written recommendations to the Owner regarding entitlement and the number of days, if any, to be added to the Contract Time(s). If requested by the Owner, Covello will provide a written assessment of the time request. Covello in conjunction with the Owner will negotiate schedule adjustments with the Contractor.

16. Reporting and Owner Board/Council/Commission Meetings: *(Revised as indicated)*

a. Covello will prepare monthly (or quarterly as preferred by Owner) reports that will include information on progress, budget, schedule, submittal and RFI status, change order status, representative Covello to provide construction photos and other pertinent information requested by Owner.

b. Covello will attend Owner Board/Council/Commission meetings when requested by the Owner to assist the Owner’s staff in updating the Owner’s Board/Council/Commission on the status of construction.

17. Field Quality Control

a. Covello will provide periodic field inspection/observation services to monitor compliance with the contract documents.

b. Covello will prepare daily inspection reports documenting observed field activities, field crews, contractor equipment, and field problems when on site. Owner to have access to daily reports.

c. No allowance is included in the budget for overtime Inspection.

d. Covello will provide and maintain photographs of observed, relevant field activities for status monitoring of the project and historical record.

e. Covello will monitor record documents on a monthly basis to determine if they are being maintained by the contractor and are in substantial conformance with Covello’s Information.

f. Special Inspections: Covello will contract with a separate firm to furnish the materials testing and Special Inspections required to be performed for the Project.

1. Special Inspection and materials testing will include, based on Covello inspector availability, some of these may be performed by our ICC certified inspectors:

   a. Masonry block construction
   b. Soils compaction and relevant testing
   c. Asphalt compaction and relevant testing
   d. Concrete sampling and testing

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e. Structural steel welding (including shop fabrication) and structural bolts
f. Periodic observation of structural steel erection
g. Periodic observation of coatings and linings
h. Cathodic protection
i. Pipe welding

2. Covello will schedule and coordinate the material testing services and have oversight responsibility for the specialty inspections and testing services.

2. If necessary due to the Contractor’s operations, Covello will retain a subconsultant to perform spot checking of the Contractor’s survey layout, line, and grade, as needed. An allowance is included in the budget estimate for this work.

2. Covello will retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.

2. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.

18. System Outages

a. Covello will facilitate/coordinate shutdowns with the Contractor, Owner, and Designer.

b. Owner is responsible for reviewing system outage requests, confirming the outage is properly planned, implementing the outage, and bringing services back on line after the outage.

19. Means and Methods of Construction

a. Covello will not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.

20. Safety

a. Covello will comply with appropriate regulatory, project and Owner regulations regarding necessary safety equipment and procedures used during performance of Covello’s work and shall take necessary precautions for safe operation of Covello’s work, and the protection of Covello’s personnel from injury and damage from such work.

b. Neither the professional activities of Covello, nor the presence of Covello’s employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, Owner regulations, and any health or safety precautions required by any regulatory
agencies. Covello and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.

21. EIR Conformance
   a. Covello will assist with review of the Contractor’s Storm Water Pollution Prevention Plan (SWPPP), Water Pollution Control Plant (PCP) or standard BMP Plan, the Contractor’s implementation of the SWPPP and BMPs during construction, and any required SWPPP reporting.
   b. Covello will schedule and coordinate the work of this environmental consultant as requested by the Owner.

22. Spare Parts
   a. Covello will prepare a list of required spare parts from the specifications, inventory spare parts as they are delivered by the Contractor, and transfer spare parts to the owner.

23. Operation and Maintenance (O&M) Manuals
   a. Covello will prepare a list of anticipated O&M Manuals and track the submittal and review process similar to “Submittals” above, and transfer final copies to the Owner.

24. Testing and Training
   a. The Scope and Budget do not include Covello’s participation in factory witness testing.
   b. Covello will facilitate the development of the Startup Plan with the Contractor, Design Consultant and the Owner.
   c. Covello will provide oversight, coordination, and administration of training and testing. The DC will provide design assistance during testing operations.
   d. Covello will observe start-up and testing as the Owner’s representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
   e. Covello will attend training sessions and collect attendance sheets and copies of training material.

25. Corrective Work Item List
   a. Covello will prepare the Corrective Work Item list with the input from the Owner and DC.
   b. Covello will confirm that the items identified in the Corrective Work Item List are completed in preparation for issuance of Substantial Completion Certificate.

26. Substantial Completion
   a. Covello will prepare the Substantial Completion Certificate for execution by the Owner and the Contractor when the Corrective Work Items are completed to the Owner’s and Covello’s satisfaction. The Substantial Completion Certificate will include the Punchlist as an attachment.
   b. Punchlist
1. Covello will prepare the list of outstanding deficiencies and issue the punchlist(s) from the list of deficiencies.

   c. Final Inspection and Payment
      1. Covello will have primary responsibility for conducting the final inspection and review the punchlist work for completeness.
      2. The Owner/DC will participate and provide input on the final inspection.
      3. The Owner will be responsible for the final determination of the acceptability of the Work.

IV. PHASE 4 – POST CONSTRUCTION

1. Warranty Coordination
   a. Covello will turn over file of warranty certificates.
   b. Coordination of warranty work after the Contract Period is not included in this Scope of Work or budget. If the Owner determines at a later date that it desires Covello to provide this service and an amendment is issued for additional budget, Covello will coordinate warranty work with the Owner and Contractor during the warranty period.

2. Project Closeout
   a. Covello will prepare necessary Owner documentation recommending acceptance of the completed work by the Board/Council/Commission.
   b. Covello will turnover project documentation to the Owner in an orderly manner and in a timely manner after completion of the project and all punchlist activities. Covello will retain all issue files at the end of the project. The Owner shall have the right to request review and/or copies (at Owner’s expense) of the issue files
   c. Covello shall have full and complete access available to all files created by Covello during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at Covello’s expense.

3. Dispute Resolution
   a. Resolution of routine construction disputes through the normal efforts of Covello’s day-to-day operations will be performed by Covello with the assistance of Owner and DC as necessary.
   b. Dispute resolution requiring extraordinary efforts or services beyond those listed in this Scope of Work, causing Covello to exceed their Budget or contract period or requiring dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), are not included in this Scope of Work. If such non-routine dispute resolution activities or services are required, either an amendment or a separate task order will be executed.

V. Exclusions

1. Engineer to provide technical design related reviews.
2. Contractor solely responsible for means, methods, safety, scheduling, sequencing, compliance with construction documents and direction from Building Officials.

3. Owner to include CM with indemnification and hold harmless language in Contractor's agreement.

4. Contractor to list CM as additionally insured.
City of Watsonville  
Corralitos Creek Water Treatment Plant Project  
Inspection and Contract Administration Services  
Proposed Level of Effort and Cost Proposal Budget, Revision 1

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Corvello Labor</td>
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<tr>
<td>Principal (Shaw) (Allowance)</td>
</tr>
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<td>Construction Manager (Carrion)</td>
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<td>Office/Field Engineer (Martin)</td>
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<tr>
<td>Inspector (Clough)</td>
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<td>Task 2 - Construction</td>
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<td>Task 3 - Post-Construction</td>
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</tr>
<tr>
<td>Facilities Planning Engineer (Allowance)</td>
</tr>
<tr>
<td>Labor Compliance (Optional)</td>
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<tr>
<td>Subconsultant Subtotal</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Notes and Assumptions:  
Start of Services: 1-Jan-17  
Construction NTP: 1-Apr-17  
Final Acceptance: 1-Apr-18  

Budget is based on FY 16-17 billing rates that will remain constant for full period of Contract.  

Normal expenses are included in the hourly rates. Other Direct Costs allowance is included for extraordinary expenses.  
OM, travel, furnishings and equipment are excluded from proposal as they are typically provided by Construction Contractor as part of Project Bid Documents.  
Labor Compliance Subconsultant Cost excluded.
MEMORANDUM

DATE: February 9, 2017

TO: Charles A. Montoya, City Manager
FROM: Suzi Merriam, Acting Community Development Director

SUBJECT: Resolution approving an agreement with Rincon Consulting, Inc. for environmental services, and approval of a reimbursement agreement with California Sunshine Development LLC regarding same

MEETING DATE: February 14, 2017

RECOMMENDATION:
It is recommended that the City Council adopt a resolution approving an agreement for environmental services with Rincon Consulting, Inc. for a total not to exceed $205,623, as well as a reimbursement agreement with California Sunshine Development LLC for reimbursement for environmental services for the proposed development at 511 Ohlone Parkway.

DISCUSSION:
The City of Watsonville City Council approved a contract with Rincon Consulting in 2016 to provide environmental review services for compliance with the California Environmental Quality Act (CEQA) for Public Works projects. The Community Development Department proposes to retain Rincon to prepare an EIR for the proposed Sunshine Vista housing development at 511 Ohlone Parkway.

Rincon has prepared a scope of work outlining the tasks and timeline for the completion of an administrative draft EIR and a final draft EIR, to include several public meetings. The scope of work submitted by Rincon is for $205,623. Staff recommends that Council approve an agreement with Rincon for an 18-month term in an amount not to exceed $205,623.

Additionally, the project applicant for 511 Ohlone Parkway, the applicant, California Sunshine Development LLC, is responsible for reimbursing the City for all environmental, legal, and planning costs incurred during the processing of their development application. Staff has prepared a reimbursement agreement which has been reviewed and agreed to by the project applicant, which must be approved by the City Council.
STRATEGIC PLAN:
Approval of the contract with Rincon Consulting, Inc. will allow for the project application for the development of up to 160 residential units to move forward, thus generating job growth and residential housing for the City.

FINANCIAL IMPACT:
The cost for the environmental services provided by Rincon Consulting, Inc. will be reimbursed to the City by the project applicant, California Sunshine Development LLC, through a reimbursement agreement approved by Council. There will be no financial impact to the City with the approval of the contract.

ALTERNATIVES:
None.

ATTACHMENTS:
None.
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING ENVIRONMENTAL & ENTITLEMENT REVIEW PROCESSING REIMBURSEMENT CONTRACT BETWEEN THE CITY OF WATSONVILLE AND CALIFORNIA SUNSHINE DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY, FOR REIMBURSEMENT OF ENVIRONMENTAL SERVICES PROVIDED BY RINCON CONSULTANTS, INC., FOR THE PROPOSED DEVELOPMENT LOCATED AT 511 OHLONE PARKWAY, IN AN AMOUNT NOT TO EXCEED $205,623; 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 Environmental & Entitlement Review Processing Reimbursement Contract between the City of Watsonville and California Sunshine Development LLC, a limited liability company, for reimbursement of environmental services provided by Rincon Consultants, Inc., for the proposed development located at 511 Ohlone Parkway, Watsonville, in an amount not to exceed $205,623, a copy of which Contract 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 Contract for and on behalf of the City of Watsonville.

******************************************************************
This Contract is made and entered into this 15th day of February, 2017 (effective date) at Watsonville, Santa Cruz County, California, by and between the City of Watsonville, a municipal corporation (City) and California Sunshine Development, LLC (Applicant).

A. This Contract is authorized and made under the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) (CEQA), including sections 21082.1, 21151, 21153, and 21165 and the related CEQA guidelines (California Code Regulation, Title 14, Chapter 3 (commencing at § 15000) (CEQA guidelines), including § 15084; the provisions of the Political Reform Act of 1974 (Government Code, § 81000 et seq., including section 87103.6) and related California Code of Regulations, Title 2 (commencing at § 18100); and the provisions of Government Code section 31000.

B. Applicant is required to submit applications to the City for approval of various discretionary matters such as entitlements, zoning district changes, land use approvals, land divisions and environmental review.

C. Applicant desires that all such entitlements, zoning district changes, land use approvals, land divisions and environmental review be processed expeditiously.

D. Applicant intends that the City be able to commit sufficient resources to allow the prompt processing of applications.

B. City is considering the approval of a General Plan Amendment, Rezoning, Planned Development, Major Subdivision, Special Use Permit with Design Review and Environmental Review for the development of approximately 162 housing units. (“Project”)

C. Applicant owns or controls the development of all property that is the subject of the Project. The Applicant is the beneficiary of the Project.

D. City requires for the Project the preparation of an environmental impact report, including the administrative draft environmental impact report, draft environmental impact report, final environmental impact report and mitigation and monitoring program, under CEQA and the CEQA guidelines (EIR); the City intends to retain $205,623 to prepare an EIR for the Project (Environmental Services).

E. The City desires to retain the services of consultants to provide services for the project, including 1) Environmental Services and 2) legal services regarding the Project, EIR preparation, and assembly and organization of the administrative record (Legal Services) collectively known as "Project Services."

F. The City desires to provide project management services including managing the General Plan Amendment, Rezoning, Planned Development, Major Subdivision, Special Use Permit with Design Review and Environmental Review, including a public outreach program, and reviewing all EIR related documents and managing the EIR Consultant (Project Management).

G. Applicant has no objection to the City retaining Consultants to provide Environmental Services and Legal Services on behalf of the City.
H. Execution of this Contract by Applicant and City is a condition precedent to City entering into a separate contract or contracts for Environmental Services (EIR Contract) and Legal Services (Legal Services Contract). Applicant is not and shall not be a party to the EIR Contract or Legal Services Contract.

I. Applicant shall pay the entire cost for Project Management, EIR Contract, and Legal Services Contract. Except for funds paid by Applicant under this Contract, no other City General Fund money shall be paid for any service or act related to Project Management, EIR Contract, or Legal Services Contract on behalf of the City, including any service or act by Contractors or consultant under the terms of the contracts. Applicant acknowledges that City is not responsible or liable for any costs or damages which may arise in the preparation or use of the EIR and Project Services including any cost or damages arising under the EIR Contract or Legal Services Contract.

J. City shall pay Consultant(s) for the cost of preparing the EIR, and providing Legal Services to the extent that City has received funds from Applicant for payment of such services.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Duration of Contract.**

   This Contract shall commence on the effective date and shall continue in effect until the Final EIR prepared by CONSULTANT for the Project is certified and accepted by City as complete subject to CEQA, CITY takes action to approve or deny the Project, or until terminated otherwise pursuant to this Contract, whichever is earlier.

2. **Funds for Fee.**

   The purpose of this contract is to set forth the terms by which Applicant shall pay for legal and consultant costs directly or indirectly incurred by City in connection with review and processing of the proposed Project including legal defense costs as follows:

   (a) Applicant shall pay the entire cost of services performed under the terms of those Contracts, including:

   1. Preparation of EIR for the Project (Environmental Services),
   2. Project Management for the General Plan Amendment, Rezoning, Planned Development, Major Subdivision, Special Use Permit with Design Review and Environmental Review and related studies and activities including a public outreach program (Project Management),
   3. Legal services regarding the Project, EIR preparation, and assembly and organization of the administrative record (Legal Services),

   (b) With execution of this Contract, Applicant agrees to make an Initial Deposit in the amount of $50,000 for the anticipated costs of the first two months of retaining the EIR Consultant under the terms and conditions of the EIR Contract. Commencing
two months after submission of the Initial Deposit, Applicant shall make two bimonthly deposits in the amount of $50,000 to fund the anticipated total cost for preparation of the Administrative Draft EIR as described in the EIR Contract. Commencing 30 days after distribution of the Notice of Completion of the Administrative Draft EIR, Applicant shall make two additional monthly deposits in the amount of $27,816 each to fund the anticipated total cost for preparation of the EIR as described in the EIR Contract. City and Applicant anticipate that the Initial Deposit and all Additional Deposits shall be equal to the total cost of the Environmental Services to be provided pursuant to this Contract. Any unused portion of the funds deposited with City by Applicant shall be returned to the Applicant.

(c) Applicant agrees to pay the City in accordance with the currently adopted fee ordinance effective January 1, 2017, or as amended hereafter, which includes an hourly rate of $105.73 for staff time spent, including but not limited of that spent processing the General Plan Amendment, Rezoning, Planned Development, Major Subdivision, Special Use Permit with Design Review and Environmental Review and reviewing all IS/MND and EIR related documents and managing the IS/MND and EIR Consultant in addition to permit fees paid for such development applications. With execution of this Contract, if additional funds are needed to complete processing of the Project, Applicant will be billed on a monthly basis. Any outstanding fees owed shall be paid before final action on the Project. Any unused portion of the funds deposited with City by Applicant shall be returned to the Applicant.

(d) With execution of this Contract, Applicant agrees to make a deposit in the amount of $5,000.00 towards the anticipated cost of retaining the Legal Services currently estimated to be approximately $7,500. The Applicant acknowledges that $7,500 is a good faith estimate and may be more or less than the actual amount. Future deposits shall be made as needed, anticipated to be billed on a monthly basis, and any outstanding fees owed shall be paid before final action on the Project. Any unused portion of the funds deposited with City by Applicant shall be returned to the Applicant.

(e) Applicant agrees to pay the City for the cost of materials necessary to processing above-noted entitlements, including publication for noticing, reproduction, and postage.

(f) The City shall maintain accurate records of the expenditures made in connection with the processing of the Project. The City shall maintain records and document the time spent and rates charged by the City staff and Consultants, and such records shall be available for Applicant's review on a reasonable basis. The City shall provide to Applicant on a monthly basis a statement reflecting the prior month's expenditures of funds deposited pursuant to this Contract. Should Applicant object to any such expenditure it shall notify the City in writing and the parties shall meet and confer to resolve any objections by Applicant.
(g) Applicant shall also pay to City any additional cost(s) associated with change of scope which may arise under the Contracts, provided that such change of scope is required in order to process Applicant's project. City shall provide Applicant with thirty (30) days advance written notice of the anticipated change in scope and the reasons therefore before authorizing a change of scope in the EIR Contract or Legal Services Contract. Upon request of the Applicant, the parties shall meet and confer before the authorization by the City of a change in scope for any of the Contracts. Following the final authorization of a change in scope (following written notice as required herein), Applicant shall deposit to an escrow account to the City the additional fee(s) within thirty (30) days of service of such writing.

(h) City shall have sole discretion:

1. To determine which person(s) the City will hire, which employees are assigned, and which Contractor(s) or Contractor(s)'s firms are retained to prepare, review and process the EIR and related documents and the applications for the Project;

2. To direct the work and evaluate the performance of the employees and Contractor(s) of the City who prepare, review and process the EIR and related documents and the applications for the Project;

3. To establish the amount of compensation paid to the employees and the amount of fees paid to the Contractor(s) or the Contractor(s)'s firms that are hired by the City to prepare, review and process the EIR and related documents and the applications for the Project provided, however, that the amount of compensation paid to employees and the amount of fees paid to Contractors are consistent with hourly rates set forth for City employees as set forth herein, and the amount of fees paid to Contractor(s) are consistent with the rates set forth in the EIR Contract.

(i) City shall further:

1. Compensate its employees and pay the Contractor(s) and the Contractor(s)'s firm(s) that are hired by the City to prepare, review and process the EIR and related documents and the applications for the Project only from a City account under the exclusive control of the City; and

2. Be the only source of compensation for the employees and the only source of payment to the Contractor(s) and the Contractor(s)'s firm(s) with respect to the work performed on the EIR and related documents and the applications for the Project.

(j) All Contracts entered into between the City and Consultants providing services shall be reduced to writing and shall:

1. Be separate from this Contract;

2. Include the terms of compensation paid to the Contractor or the
Contractor's firm, which shall not be dependent upon the City's approval or disapproval of the application or upon the result of any agency action; and

(3) Be a written public record of the City.

(k) The following shall apply under this Contract:

(1) The payment by Applicant of the fee or additional fee shall not be contingent on the hiring or use of any specific employee or firm;

(2) The payment by Applicant of the fee(s) or additional fee(s) shall not be dependent upon the City's approval or disapproval of the application for the Project or upon the result of any action; and

(3) All service Contracts shall be public records of the City.

(40) Applicant agrees that if Applicant fails to replenish the deposit as provided herein that City shall have no obligation to continue to process the proposed Project or to incur any additional costs until the deposit is replenished to its full amount. Applicant also covenants and agrees that if, as a result of Applicant’s failure to replenish the deposit or pay any amount required by the contract that City ceases processing the proposed Project applications or required entitlements that Applicant shall not at any time, directly or indirectly initiate litigation against City, its elected or appointed officials, its employees or consultants or independent contractors for the failure to process or delay in processing such applications while said amounts remain unpaid.

3. WORK PRODUCT CONFIDENTIAL/PROPERTY OF CITY.

All reports, information, data, work product, findings, and conclusions collected, prepared, assembled, and/or made by Contractor and Contractor's agents under the separate Contracts (EIR Contract and Legal Services Contract) shall be the property of City, shall be confidential until City makes the Work Product available for public inspection, and shall not be made available by the Contractor to the Applicant or any other person or entity or published by the Contractor without the prior written authorization of the City. The City agrees that its Legal Services Consultant shall review and advise the City on the legal adequacy of the Draft EIR and Final EIR before its release to the public.

Nothing in this Contract shall be construed as a commitment by City to grant or issue any proposed Project approvals or entitlements or any other preliminary or final approvals in connection with the proposed Project. Applicant agrees that it shall remain obligated to pay all costs, regardless of whether any aspect of the proposed Project is approved, conditionally approved or denied.

4. INDEMNIFICATION.

Applicant shall indemnify and hold harmless City and City's officers, officials,
employees, independent contractors, volunteers, and agents from and against:

(a) Any and all claims, actions, and proceedings relating to:

(1) any breach or default in the performance of, or the omission to perform, any obligation on Applicant’s part under any term or condition of this Contract; and/or

(2) any negligent act or omission to act by Applicant or Applicant's agents, representatives, employees, contractors or subcontractors relating to the performance at: or omission to perform, any term or condition of this Contract; and /or EIR; and

(3) any litigation challenging the legal sufficiency or adequacy of the

(b) all costs, attorneys’ fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon.

If any such claim, action, or proceeding is brought against City or City's officers, officials, employees, independent contractors, volunteers or agents, Applicant upon notice from City shall defend the same at Applicant's expense by counsel chosen by Applicant, and Applicant's choice shall be deemed satisfactory to City unless City objects on reasonable grounds conveyed in writing to Applicant within fifteen (15) days of City's receipt of written notice of Applicant's choice.

City shall promptly notify Applicant of any claim, action, or proceeding against City or City’s officers, officials, employees, independent contractors, volunteers, or agents relating to the performance, or omission to perform, any term or condition of this Contract. City shall cooperate fully in the defense of such claim, action, or proceeding.

Applicant assumes all risk of damage to property or injury to persons resulting from the performance or omission to perform under this Contract by Applicant or Applicant's agents, representatives, employees, contractors and subcontractors.

5. ASSIGNMENT.

Applicant shall not voluntarily, by operation of law or through a change in the controlling interest of Applicant assign, transfer, sub-contract, or otherwise encumber all or any part of Applicant's duties, obligations or interest under this Contract without City's prior written consent, which consent shall not unreasonably be withheld. Any attempted assignment, transfer, encumbrance or subcontracting without such consent shall be void, and shall at the option of the City constitute a breach of this Contract or automatic termination of the Contract.

6. SUCCESSORS AND ASSIGNS.

Subject to any provision concerning assignment hereinabove set forth, all terms and conditions of this Contract shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and the Environmental Services Contract and the Legal Services Contract and their representatives, successors and assigns.
7. BANKRUPTCY.

This Contract, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Applicant.

8. RIGHT TO REQUIRE PERFORMANCE.

The failure of City at any time to require performance by Applicant of any of the provisions under this Contract, shall in no way affect the right of City thereafter to enforce same nor shall waiver of any succeeding breach of such provision or as a waiver of any provision itself.

9. NOTICES.

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and any and all such notices or any payments shall be deemed to have been duly delivered upon personal delivery or as of the fifth calendar day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

<table>
<thead>
<tr>
<th>If to the City:</th>
<th>If to the Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>Lisa XinRui Li</td>
</tr>
<tr>
<td>City of Watsonville</td>
<td>California Sunshine Development LLC</td>
</tr>
<tr>
<td>275 Main Street</td>
<td>905 Daniel Court</td>
</tr>
<tr>
<td>4th Floor</td>
<td>Santa Cruz, CA 95062</td>
</tr>
<tr>
<td>Watsonville, CA 95076</td>
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</tbody>
</table>

or to such other address or to such other person as any party shall designate in writing to the other party for such purpose in the manner hereinabove set forth.

10. NON-DISCRIMINATION.

Throughout the duration of this Contract, Applicant and Applicant's agents, representatives, employees, contractors and subcontractors ("Applicant" for this section) shall not unlawfully discriminate against any employee or applicant for employment or for treatment or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Applicant shall not unlawfully discriminate in services provided under this Contract. Applicant shall insure that the evaluation and treatment of its employees and applicants for employment are free of such unlawful discrimination. Applicant shall comply with the provisions of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Applicant and its subcontractors shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Applicant shall give written notice of its obligations under this clause to labor organization with which it has a collective bargaining or other Contract. Applicant
shall include the non-discrimination and compliance provisions of this paragraph in all subcontract to perform work under this Contract.

11. NON-DISCRIMINATION-HANDICAPPED AND DISABLED PERSONS.

In addition to application of the non-discrimination provision of this Contract, above, Applicant agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans With Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued Pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

12. CONFLICT OF INTEREST.

Neither a City employee whose position in City enables such employee to influence the award of this Contract or any competing Contract, nor a spouse or economic dependent of such an employee, shall be employed in any capacity by Applicant herein, or have any other direct or indirect financial interest in this Contract.

13. WAIVER OF DEFAULT.

No waiver of any default by any party to this Contract shall be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless stated to be such, in writing, by all concerned parties and attached to the original Contract. Consent to or approval of any act by a party shall not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent act by the first party.

14. SEVERABILITY.

If any portion of this Contract or application thereof to any party or circumstances is declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state or local statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Contract are declared severable.

15. EXHIBITS.

All exhibits referred to herein and attached hereto are a part hereof.

16. ENTIRE CONTRACT.

This Contract contains the entire Contract between the parties relating to the transactions contemplated hereby and all prior or contemporaneous Contracts, understanding, representations and statements, oral or written, are merged herein.
17. MODIFICATION.

Modification, waiver, amendment, discharge or change of this Contract shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought. This section shall not apply to discharge of this Contract by termination, cancellation, or rescission relating to a default in performing or omitting to perform any term or condition of this Contract.

18. ATTORNEY'S FEES.

If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

19. JOINT AND SEVERAL LIABILITY.

If any party consists of more than one person or entity, the liability of each person or entity signing this Contract shall be joint and several.

20. CAPTIONS.

Caption in this Contract are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of this Contract or any of the terms hereof.

21. LAW AND VENUE.

Any action at law or in equity brought by one or more of the parties hereto for the purpose of enforcing a term, condition, right or obligation provided for by this Contract shall be governed by the laws of the State of California and shall be tried in a Court of competent jurisdiction in the County of Santa Cruz, State of California; and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other City or state.

22. GENDER AND NUMBER.

As used in this Contract and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

23. DELEGATION OF AUTHORITY.

City hereby appoints the Acting Director of the Watsonville Community Development Department or the Director's designee, as its authorized representative to
administer the terms and conditions of this Contract. The terms and conditions of this Contract shall constitute the standards by which the Director, or the Director's designee, shall administer this Contract.

24. CALIFORNIA TORT CLAIMS ACT.

Notwithstanding any term or condition of the Contract, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 (commencing at section 810) of Title 1 of the Government Code, are not waived by City and shall apply to any claim against City arising out of any acts or conduct by any party under the terms and conditions of this Contract.

25. PARTY.

The word "party" or "parties" means Applicant, and/or City, as the context may require.

26. AUTHORITY.

(a) If Applicant is a corporation or partnership, each individual executing this Contract on behalf of Applicant represents and warrants

27. RECITALS.

The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

(I) that such individual is duly authorized to execute and deliver this Contract on behalf of Applicant in accordance with a duly adopted resolution of the Board of Directors of the Applicant, if Applicant is a corporation, or a duly adopted resolution of the partners of Applicant, if Applicant is a partnership, or in accordance with the rules and regulations of the Applicant, including bylaws, if Applicant is a corporation, or partnership Contract, if Applicant is a partnership, and

(2) that this Contract is binding upon the Applicant.

(b) If Applicant is a corporation or partnership, Applicant shall within thirty (30) days after execution of this Contract deliver to the person designated by this Contract to receive notices for the City a certified copy of a resolution of the Board of Directors of the Applicant, if Applicant is a corporation, or a certified copy of a resolution of the partners of Applicant is a partnership, authorizing or ratifying the execution of this Contract.

SECTION 27. ACKNOWLEDGMENTS.

City’s legal representative is the Watsonville City Attorney. Applicant acknowledges that Applicant is represented by independent legal counsel in the negotiation and drafting of
this Contract, that the Contract was freely and voluntarily entered into by the Applicant, that legal counsel for the Applicant has reviewed and approved the Contract, and that there are no warranties or promises other than those contained in this Contract upon which the Applicant relies in entering into the Contract.

SECTION 28. AMBIGUITIES NOT HELD AGAINST DRAFTER.

This Contract having been freely and voluntarily negotiated by all parties, the rule of contract construction that ambiguities, if any, in any term or condition of a Contract are held against the drafter of the Contract is not applicable to this Contract.

SECTION 29. DEFAULT AND TERMINATION.

(1) Upon the occurrence of any default of the provisions of this Contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

(2) Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination, cancellation or rescission of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

(3) Notwithstanding subdivisions (1) and (2),

(a) City may terminate or cancel this Contract if Applicant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.

(b) Applicant may terminate this Contract without cause with fifteen (15) days written notice to City. Upon receipt of such notice from Applicant, City and Contractors shall immediately cease all work on the EIR Contract, Project Management, and Legal Services Contract. Upon such termination by the Applicant, Applicant shall pay all outstanding costs for the EIR Contract, Project Management, and Legal Services Contract and City shall refund any remaining amount to Applicant.

This Contract, at the option of City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Applicant.

In witness thereof, the parties hereto have executed this Contract at Watsonville, CA on February 15, 2017.
CITY OF WATSONVILLE,  
a municipal corporation

By: ___________________________  
    Charles A. Montoya, City Manager

ATTEST:

By: ______________________________  
    Beatriz V. Flores, City Clerk

CALIFORNIA SUNSHINE 
DEVELOPMENT LLC.  
a limited liability company

By: ___________________________  
    Lisa XinRui Li, Managing Member

APPROVED AS TO FORM

By: ___________________________  
    Alan J. Smith, City Attorney
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND RINCON CONSULTANTS, INC., A CORPORATION, FOR ENVIRONMENTAL SERVICES FOR THE PROPOSED DEVELOPMENT LOCATED AT 511 OHLONE PARKWAY, IN AN AMOUNT NOT TO EXCEED $205,623, WHICH WILL BE FULLY PAID BY CALIFORNIA SUNSHINE DEVELOPMENT LLC, (DEVELOPER); 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 Contract for Consultant Services between the City of Watsonville and Rincon Consultants, Inc., a corporation, for environmental services for the proposed development located at 511 Ohlone Parkway, Watsonville, in an amount not to exceed $205,623, which will be fully paid by California Sunshine Development LLC, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

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

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

*****************************************************************************

Reso No. _____ (CM)
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AJS _____ CAM _____ CDD _____
CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND RINCON CONSULTANTS, INC.

THIS CONTRACT, is made and entered into this 15th day of February, 2017, by
and between the City of Watsonville, a municipal corporation, hereinafter called "City,"
and Rincon Consultants, 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.

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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 February 15, 2017 to February 15, 2018, 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.
Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees,
against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

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 $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

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

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
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT
Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, CA 93940
(831) 333-0310

SECTION 22. EXHIBITS:

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

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

CITY
CITY OF WATSONVILLE

BY ______________________________
Charles A. Montoya, City Manager

ATTEST:

BY ______________________________
Beatriz Vázquez Flores, City Clerk

CONSULTANT

BY_________________________________
Stephen Sveté, Principal/Vice President

APPROVED AS TO FORM:

BY ______________________________
Alan J. Smith, City Attorney
EXHIBIT “A”

SCOPE OF SERVICES

Sunshine Vista Phased Development Project Environmental Impact Report

Project Understanding. Rincon Consultants will contract with the City of Watsonville to prepare an Environmental Impact Report (EIR) to satisfy the California Environmental Quality Act (CEQA) documentation for the Sunshine Vista Phased Development Project. The 11.88 acre project site is located approximately 200 feet east of Ohlone Parkway, and a half-mile east of State Route (Highway) 1 in the City of Watsonville, California. The project site has served as a car repair and maintenance business that has fallen out of compliance over the years. The site currently contains a junk yard of vehicles, and includes buildings or structures serving various purposes. The project is adjacent to residential development to the west, the Watsonville Slough to the north and east, and a trucking and hauling company to the south.

The proposed project will be implemented in two phases. Phase One will consist of site clean-up, including: the removal of all junk vehicles, trash, debris, and structures; soil-remediation; export of approximately 38,944 cubic yards of contaminated soil and import of clean-fill; temporary stormwater drainage measures; and regrading. Phase Two will consist of the construction of a 136 unit residential development. Phase One is anticipated to be a Categorically Exempt from CEQA, pursuant to Section 15330 of the State CEQA Guidelines. City staff will separately prepare a Notice of Exemption (NOE) for this phase of the project. The project-level EIR will address impacts associated with both phases of the proposed project, recognizing that Phase 1 remediation is presumed to be exempt and will be in progress during the EIR preparation period.

The proposed conceptual site plan for the residential development includes approximately 163 units consisting of four basic dwelling unit types that will vary in size and architectural design. The City’s Affordable Housing Ordinance requires 20% of the market-rate housing to be designated as affordable. The project will be required to provide units for low to moderate income levels. The project will evolve as the applicant engages in the City’s review process to obtain required permits/approvals.

The primary and only access to the project site will consist of a new roadway that will extend Loma Vista Drive east through a sloped area within an existing residential development, west of the project site and east of the intersection of Loma Vista Drive and Ohlone Parkway. Parking will consist of 321 on-site parking spaces, including 272 total covered parking stalls and 49 guest parking stalls.

Scope of Work. The work program for the project will entail the specific tasks described below.

Task 1: Project Initiation

Subtask 1.1: Project Kick-off
Within one week of authorization to proceed, the Rincon team will organize a kickoff meeting with City staff and the applicant team, as appropriate, to determine the availability and status of existing technical studies that have been prepared for the project and that will form the basis for the EIR. This task includes the kickoff meeting, basic data gathering, and data review. Existing materials to be reviewed under this task include project plans, including architectural and landscape plans, civil engineering plans, phasing plan, and project-specific technical studies. Rincon’s Project Manager or Principal-in-Charge will be available to attend up to three (3) meetings, including the kickoff meeting, with City staff to discuss project needs, define the specific work program, confirm staff expectations, and define the level of detail required and schedule. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

The kick-off meeting will also allow the City/consultant team an opportunity to thoroughly discuss the approach to environmental evaluation and possible project alternatives. A review of community concerns that have surfaced to date will be discussed. We will also have an opportunity to confirm the approach to the cumulative impact analysis.

Subtask 1.2: Site Visit

This subtask includes a site visit with key members of the consultant team, City staff, and the applicant team. We assume that the applicant team will provide a tour and project overview, and will be available to answer questions.

Task 2: Project Description

Based on a review of existing project materials completed in Task 1, Rincon will prepare a draft project description in accordance with CEQA Guidelines Section 15124. This review is critical, since the project description will form the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the project components, using text, tables and graphics as needed. The project description will include:

- A description of the precise location and boundaries of the proposed project;
- A description of proposed construction and long-term operational activities, and detailed description of the proposed two phases of the development;
- A thorough explanation of proposed land development under City regulatory controls;
- A general description of the project’s technical, economic, and environmental characteristics;
- Features that have been incorporated into the proposed project to minimize potential environmental impacts or land use conflicts;
- A list of permits requested and responsible agencies;
- A statement of objectives sought by the project applicant, including a statement of the underlying purpose of the project;
- A statement briefly describing the intended uses of the EIR, including a list of responsible and trustee agencies, permits and approvals, and related environmental review and consultation requirements;
- Tables illustrating proposed project characteristics and the degree of change from the existing condition; and
- Supporting graphics.
After City review of the draft project description, Rincon will update and revise the project description based on comments received from City staff. This version of the project description will be used for the purposes of the CEQA impact analysis. Any modifications of the project description would be coordinated with the City.

Task 3: NOP Preparation

This task includes the preparation and filing of the Notice of Preparation (NOP) with oversight and approval by the City. Rincon assumes the City will circulate the NOP with oversight by Rincon. The NOP and all correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR.

Task 4: Administrative Draft Environmental Impact Report

The Administrative Draft EIR (ADEIR) will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information that enables them to make an informed decision about the project’s environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the site and project. As necessary, we will conduct original research to augment existing information. The ADEIR will include the specific components described below.

Subtask 4.1: Executive Summary

The EIR will contain a summary of the project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. The summary table will include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation
- The summary will provide a synopsis of the alternatives reviewed and their associated impacts. It will also identify the environmentally superior alternative among the studied alternatives. A discussion of areas of known public controversy and issues to be resolved will also be included.

Subtask 4.2: Introduction and Environmental Setting

The EIR will include introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting will provide a general description of the existing geographic character of the City of Watsonville and project site vicinity. The regional
environmental setting will also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the City specifically for this project.

Subtask 4.3: Environmental Impact Analysis

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the Project. To each issue area, the analysis will include a project-specific examination and an assessment of the potential for cumulative impacts associated with the project, together with other anticipated development in the project area. The project-specific analysis will have four main subsections: (1) setting; (2) impact analysis; (3) mitigation measures; and (4) level of significance after mitigation.

The setting section will describe the applicable environmental conditions of the study area, and will incorporate information from technical studies for the project whenever possible. The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the project when compared to existing conditions in the area will be identified, as will cumulative impacts resulting from pending development in the vicinity. The basis for the cumulative analysis will be developed in conjunction with City staff.

Mitigation measures will include City and other agency requirements (as appropriate) and measures developed by the Rincon team. Mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final subsection in the impact analysis will describe the level of significance after mitigation. This will be a brief statement noting whether any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV).

Cumulative impacts will be discussed in the context of full buildout of the City’s General Plan, the potential development of other projects that may currently be under consideration, and in certain instances, from the perspective of a greater regional context. The cumulative impact discussion will be included in the main body of the analysis to avoid unnecessary repetition.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.

Subtask 4.4: Alternatives

This section will be prepared in accordance with the requirements of the CEQA Guidelines, Section 15126.6 and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives.

Rincon will assume that three (3) alternatives will be evaluated. This will include the CEQA-required “no project” alternative and up to two project alternatives to be developed in cooperation with City staff.
Per the CEQA Guidelines, the alternatives will generally not be addressed to the same level of detail as the proposed project; however, where impacts have been identified as significant for the project, the alternatives will identify applicable mitigation requirements for the alternatives, so that a meaningful comparison can be made, and if necessary, CEQA Findings in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the Project, the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

Subtask 4.5: Other CEQA-Required Discussions

This section of the EIR will discuss the growth-inducing effects of the project and energy impacts (per Appendix F of the CEQA Guidelines). Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis will address the potential for the project to directly induce economic growth and remove obstacles to growth in the area. The energy analysis will quantify energy demand associated with the project, compare this demand to available energy supplies, and discuss consistency of the project with applicable plans and policies related to energy conservation.

Subtask 4.6: Effects Found Not to Be Significant

The EIR will provide an evaluation of all environmental issue areas contained in the CEQA Checklist. In lieu of an Initial Study, which is a common method to screen out technical issues from full EIR-level evaluation, this section will include a discussion of issues that do not require detailed analysis as they would not generate significant impacts (e.g., Agriculture and Forestry, Mineral Resources, Population and Housing, and Recreation). The evaluation will consist of a brief discussion of impact categories for topics that do not rise to the level of full EIR analysis needs.

Subtask 4.7: References and List of Preparers

This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the EIR, and the persons, firm, or agency preparing the EIR.

Rincon will deliver three hard copies and one CD of the Administrative Draft EIR to the City.

Task 5: Screencheck Draft EIR

Following City staff review of the Administrative Draft EIR, Rincon will revise the document based on comments received and provide a Screencheck Draft EIR for final review prior to publication. Revisions can be provided in Word documents using “track changes,” or a compiled “clean” PDF may be provided for final review, depending on the City’s preference. This task will include responding to City comments on the ADEIR requiring a mixture of substantive corrections and minor editing; however, it is assumed that no new technical studies, revisions to the technical appendices, or site-specific data collection will
be needed at this stage. Rincon will deliver three copies of the Screencheck Draft EIR and a digital copy of the Screencheck Draft EIR through Rincon’s FTP site.

**Task 6: Publication of the Draft Environmental Impact Report**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following City review of the Screencheck Draft EIR. At this stage it is anticipated that revisions will be limited to editorial and formatting changes, if any. Rincon will prepare and file a Notice of Completion (NOC) with the State Office of Planning and Research and a Notice of Availability (NOA) with the County’s Clerk of the Board of Supervisors. Rincon assumes the City will distribute the Draft EIR to the agencies, organizations, and individuals on the circulation list provided by the City, will publish the notice in a local paper, and will receive their written commentary. Rincon will deliver 20 hard copies and 20 CD’s of the Public Draft EIR. In addition, Rincon will provide an electronic version of the Draft EIR in a searchable pdf format for website use (text and graphic files small enough for fast public download times).

**Task 7: Final Environmental Impact Report**

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. At this point, all of the discretionary permit applications and the Draft EIR will be brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project will be made. Our work effort for this task is described below.

**Subtask 7.1: Responses to Comments/Administrative Final EIR**

Subsequent to receipt of all public comments on the Draft EIR, Rincon will prepare formal responses and publish an Administrative Final EIR for City review. This will include a list of commenter, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary. The final version of the responses to comments will be incorporated into the Final EIR, usually as an appendix. Subsequently, we will discuss and modify as necessary any data in the EIR that requires such a step.

**Subtask 7.2: Mitigation Monitoring and Reporting Plan**

Concurrent with the Administrative Final EIR, Rincon will prepare an MMRP. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table, which will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program will include:

- **Suggested wording as a condition of approval**
- **Identification of persons/agencies responsible for monitoring compliance with each condition**
- **Timing when monitoring must occur**
- **Frequency of monitoring**
- **Criteria to be used to determine compliance with conditions**
**Subtask 7.3: Screencheck Final EIR**

After receipt of County comments, Rincon will prepare a Screencheck Final EIR for County review.

**Subtask 7.4: Publication of the Final EIR**

After City certification of the EIR, Rincon will provide up to 15 hard copies and 20 CDs of the Final EIR. In addition, Rincon will provide an electronic version of the Final EIR in a searchable pdf format for website use (text and graphic files small enough for fast public download times).

**Task 8: Meetings/Public Hearings**

In addition to the kick-off meeting and project initiation meetings described in Subtask 1.1, Rincon will attend up to six additional meetings or formal hearings. These will include up to four public hearings or meetings and two additional face-to-face meetings with City staff. If desired by staff, hearing attendance will include oral presentations to the hearing body, supplemented with graphic presentations, if necessary. These hearings can be scheduled and selected at the City’s discretion. We will also participate in bi-weekly conference calls throughout the EIR process to provide status reports to City staff.

**1.3 Technical Approach to Environmental Issues**

We anticipate that the EIR will examine the following issues:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural and Paleontological Resources
- Greenhouse Gas Emissions/Climate Change
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use Planning
- Noise
- Public Services and Utilities
- Transportation/Circulation

In addition to these core issues, we will utilize other referenced environmental documentation, and other standard environmental analysis methods to provide justification for those issues that were determined to have no potential effect. These analyses will be incorporated into the EIR. Nevertheless, the work scope can be revised if important unforeseen issues are raised in response to the NOP or if our own inquiries suggest further study is needed. If the public comments to the NOP suggest that other issues need to be addressed, at the City’s request, these tasks could be added to the work program at an additional cost in accordance with our fee schedule (Attachment A).

The following describes our approach to the key EIR issues.
Aesthetics. The project is located in a scenic area of the City, approximately 800 feet south of Harkins Slough Road, 3,027 feet (0.5-mile) east of Highway 1, and 4,471 feet (0.84-mile) north of Highway 129 (Riverside Drive), all of which are designated as scenic corridors under General Plan Policy 5.9. The proposed project has the potential to provide protection to and enhance the visual resources of Watsonville.

The analysis of impacts to visual resources will be based on the proposed land use layout, design guidelines, and other available information. The project will then be compared to the current visual setting. The visual impact analysis will also identify City policies that pertain to visual resources, and use them as the basis to establish significance threshold criteria. This includes General Plan Policy 5.2, which states that projects should “blend new development with recognized values of community appearance and scenic qualities, and ensure that new development enhances, rather than detracts from, its surroundings.” Additionally, under General Plan Policy 5.9 and General Plan Policy 5.10, development should “protect and enhance the views of and from the scenic streets and highways in Watsonville and the Planning Area,” and “conserve and enhance natural resources that contribute to the visual, recreational, and educational aesthetics of Watsonville...such resources include sloughs.” Site planning and architectural design will be evaluated for consistency with the City’s 2001 Liveable Community Residential Design Guidelines to examine whether the preservation of visual resources and community compatibility will be accomplished.

The visual resources analysis will be prepared to determine the significance of impacts to visual resources, and will utilize illustrated line of sight views and visual simulations prepared by the applicant’s consultant. As an optional task, Rincon can prepare the illustrative visual simulations in lieu of the applicant. Rincon will consult with the City to determine which illustrations/simulations should be included in the EIR, and will critically peer review the illustrations/simulations to ensure accuracy. The landscape plan will also be evaluated to assess materials and features and their mature heights and widths and their impact on the view shed.

The visual resources assessment will include the following tasks:

- Visual characterization of the proposed site and general project area, including photo documentation of views of the site from Harkins Slough Road, Highway 1, Highway 129 (Riverside Drive), and other sensitive viewing locations.
- Discussion of the consistency of the project with locally adopted visual resource protection policies.
- Discussion of the impact of the proposed land use changes on the aesthetic character of the project area.
- Discussion of the project’s visual compatibility with the surrounding area.
- Discussion of any obstructions to public viewing areas, including through the use of peer reviewed line-of-site illustrations and/or visual simulations.
- Discussion of project characteristics such as massing, signage, lighting and other potential design features such as landscaping, architectural style and color scheme compatibility;
- Analysis of the screening effectiveness of landscaping.
- Identification of measures to mitigate visual impacts, if necessary.
**Air Quality.** The project would include site clean-up and new residential development that would result in air emissions associated with construction and operations, including from vehicle trips generated during the two project phases, including environmental grading and project grading. The air quality analysis will be prepared in conformance with the methodologies outlined in the Monterey Bay Unified Air Pollution Control District (MBUAPCD) 2008 CEQA Guidelines. The analysis will include a detailed discussion of the current air quality setting within the local air shed along with local climatic and air pollution data from local air monitoring stations. Significance criteria will be based on APCD thresholds.

Potential long-term emissions associated with the project would primarily be the result of increased traffic and/or increased vehicle miles travelled. This input data will be carefully coordinated with the traffic study already prepared for the project, in consultation with MBUAPCD staff. Mobile emissions will be quantified using the California Emissions Estimator Model (CalEEMod) software. Although the MBUAPCD guidelines suggest utilizing the URBEMIS model, CalEEMod represents the state of practice and is approved for use by MBUAPCD staff. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study based upon the increase in trips associated with the project, as determined by the traffic analysis. The analysis will include: the number of vehicle trips, percent cold-hot start, types of trips and average speed, and vehicle miles travelled per day.

Short-term (construction-related) emissions will be compared to current state and federal Air Quality Standards and MBUAPCD construction emissions thresholds of significance (82 pounds per day of PM10). Projected long-term emissions will be compared to the MBUAPCD’s operational thresholds of significance (137 pounds per day of VOC or NO2, 82 pounds per day of PM10, 550 pounds per day of CO, and 150 pounds per day of SO2).

Consistency with the current Air Quality Management Plan (AQMP) will be determined in accordance with the MBUAPCD Consistency Procedure 4.0 (2011). This includes a comparison of population generated by the Project with AMBAG’s regional growth forecasts. In accordance with the latest consistency procedures, AMBAG will not be contacted to make the consistency determination. If significant impacts are identified, appropriate mitigation measures will be provided in consultation with MBUAPCD.

**Biological Resources.** The biological resources analysis will include a review of existing reports and environmental documents, plans, databases, and literature as well as a reconnaissance-level field survey to ground-truth existing information as presented in applicant-provided reports, as well as to document incidental observations of plant and animal taxa (species, subspecies, varieties) and terrestrial natural communities known or with potential to occur on the proposed project site. This scope of work also includes coordination with responsible agencies and authors of existing reports and reports currently in preparation, as appropriate. This scope includes peer review of technical reports produced by the applicant’s biologist and coordination with the applicant’s biologist to resolve any resource issues that require further analysis.
Based on preliminary coordination with the City and applicant’s biologist, HT Harvey and Associates (HT Harvey), Rincon understands that the following reports have been or will be prepared by HT Harvey, and will be peer reviewed, summarized, and attached as appendices to the EIR:

- Sunshine Vista Project, City of Watsonville Harkins Slough Riparian Setback Mapping (HT Harvey, December 2016)
- Biological Resources Technical Studies (to be prepared): Contents to include evaluation of the following resources
  - Habitats present
  - Jurisdictional features, including the slough and associated wetland and riparian areas
  - Potential for special status plants and wildlife, including an evaluation of potential effects on listed wildlife in the adjacent slough (e.g. California Red-legged frog)
  - Assessment of tree resources
- Riparian Restoration Plan (to be prepared)

Rincon will peer review all technical documents, identify any areas that require clarification, and request the necessary additional information to complete CEQA analysis. Rincon assumes that the applicant’s biologist will provide any necessary additional information, and if needed, a coordination meeting will be held to resolve incomplete items. Rincon also understands that HT Harvey will provide documentation of pertinent communications with regulatory agencies such as the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Regional Water Quality Control Board as they relate to CEQA analysis.

The project site is primarily a highly disturbed lot currently occupied by a junk yard that is highly disturbed, immediately adjacent to Watsonville slough. The project is anticipated to include two phases of work: site remediation, followed immediately by development. Preliminary project plans show elements that would affect the slough, including stormwater outfalls, and elements within the riparian buffer, including a nature trail and restoration of native habitats. The study area would be inclusive of all these project elements.

Rincon biologists will conduct the biological resources analysis with the express purpose of: 1) confirming the accuracy of existing data on biological resources; and 2) supplementing the existing data with current biological field observations and impacts analyses. Direct, indirect, and cumulative impacts to biological resources will be analysed. Avoidance, minimization, and mitigation measures for biological resources will be developed, as appropriate.

The biological resources analysis will include the following specific tasks:

- Assess and describe current baseline conditions and habitat quality and rarity throughout the study area, with particular emphasis on identifying endangered, threatened, rare, and other special status species, habitats, and plant communities occurring or potentially occurring within and in close proximity to the proposed project site.
- Summarize applicable federal, state, and local regulations pertaining to species protection.
• Update sensitive species information based on current California Natural Diversity Database (CNDDB) occurrence records or other data.
• Accurately map onsite habitats and other potentially regulated biological resources.
• Assess direct and indirect, short- and long-term impacts to existing biological resources from proposed on- and off-site development, including, but not limited to: loss of habitat, sedimentation from grading and site preparation efforts (including impacts to the adjacent slough and riparian areas), and long-term impacts of change in use of the site.
• Identify and evaluate any off-site habitat of resources that could be affected by onsite development (e.g., nesting bird habitat within 500 feet; aquatic wildlife in the slough, etc.)
• Consider impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, CDFG, USACE, etc.).
• Evaluate project consistency with the City riparian setback.
• Assess cumulative impacts to biological resources and the project’s contribution to those impacts.
• Identify feasible mitigation measures, if any, and identify residual impacts.
• Identify and evaluate alternatives that would avoid significant impacts.

Rincon understands the sensitive timelines involved in this project, and the City’s desire to complete analysis as efficiently as possible. Thus, the scope includes budget to allow for coordination meetings with the applicant’s biologist, including time for an onsite meeting if warranted, to resolve any gaps in the submitted technical reports as efficiently as possible.

Cultural and Paleontological Resources. Rincon will prepare Cultural Resources, Tribal Cultural Resources and Paleontological Resources sections for the Sunshine Vista Phased Development Project EIR based on the analysis in the cultural resources technical report, results of the City’s AB 52 Native American consultation, and the paleontological resources technical memo. Rincon assumes that the City will provide the results of AB 52 consultation to include in the EIR section.

Cultural Resources - Records Research. Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the Project site as well as a 0.5-mile radius around the site at the Northwest Information Center (NWIC) located at Sonoma State University. The NWIC houses cultural resources information for Santa Cruz County. The primary purpose of the records search is to identify previously recorded cultural resources (prehistoric and historic) known to exist within or near the project site. The records search will also reveal the nature and extent of known cultural resources work previously conducted within the project site and adjacent vicinity. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Resources Inventory, and the listing of California Historical Landmarks. Rincon assumes that the CHRIS records search will identify no cultural resources requiring updates within the project area. Rincon assumes that the records search will be conducted at standard rates and will not exceed a maximum direct cost of $600.
Cultural Resources – Native American Scoping. Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search for the project site and adjacent area. The purpose of the SLF search is to identify lands or resources important to Native Americans within or in the vicinity of the project site, and to assess the potential for project-related impacts to Native American resources. We will also send letters to individuals and tribal organizations identified by the NAHC as being culturally affiliated with the region to request their input on the cultural sensitivity of the project. Responses provided by Native American contacts will be summarized in the final report.

Cultural Resources – Field Survey. Rincon understands that the project site is the location of a junk yard and a variety of unofficial temporary housing. Upon completion of the records search, Rincon will conduct a cultural resources pedestrian survey of the project site. For the purposes of this proposal and cost estimate, Rincon assumes that no cultural resources requiring recordation or updating will be identified during the survey. Any cultural resources identified in the project site would require a change order for formal recordation. No subsurface testing will be conducted, nor will any artefacts, samples, or specimens be collected during the survey.

Cultural Resources Technical Report. Upon completion of the records search, Native American scoping, site visit, and archival research, Rincon will prepare a cultural resources technical report. This technical report will document the results of the study, as well as provide management recommendations for cultural resources within or near the project site. The report will be prepared following the California Office of Historic Preservation’s Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources.

If locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential and the report may not be distributed to the public. One digital copy of the draft report will be submitted to City of Watsonville for review and approval. Rincon assumes a maximum of one round of revision to the report will be required based on comments from City of Watsonville. Upon receipt of comments, Rincon will produce the final report, which will be submitted electronically to the City for distribution.

AB 52 Assistance. Under Assembly Bill 52 (AB 52), the City of Watsonville, as the lead agency, is also required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Under this task, Rincon can assist the City with consultation for AB 52 by contacting the NAHC on its behalf for a review of the Sacred Lands File (SLF) and to request a list of AB 52-specific Native American contacts. Rincon will then provide the City letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. This task does not include costs for meetings, outreach, or additional consultation by Rincon (if it is necessary).

Paleontological Resources- Records/Literature Search. Rincon will examine records maintained by the University of California Museum of Palaeontology (UCMP), Paleo biology Database online database, and the Neogene Mammal Mapping Portal (NEOMAP) online database in order to ascertain whether or not fossils have been found within the project site or within outcrops of the geologic units
that occur on the project site. Published and unpublished literature and geologic maps will be reviewed in order to thoroughly assess the paleontological resource potential of the study area. Rincon assumes that no paleontological field survey will be required.

Paleontological Resources Technical Memo. Upon completion of the records review Rincon will prepare a paleontological resources technical memo. This memo will document the results of the study, as well as provide management recommendations for paleontological resources within or near the project site. The memo will be prepared following the professional standards established by the Society of Vertebrate Palaeontology (2010). The memo will include figures depicting the area studied for paleontological resources. One digital copy of the draft report will be submitted City of Watsonville for review and approval. Rincon assumes a maximum of one round of revision to the report will be required based on the City’s review. Upon receipt of comments, Rincon will produce the final report, which will be submitted electronically to the City for distribution.

Geology and Soils. A site-specific geotechnical study is being prepared for the project on behalf of the applicant. This section will validate the findings and recommendations of the geotechnical study based on a peer review conducted by Pacific Crest Engineering. The purpose of the peer review is to provide an opinion as to whether the geotechnical investigation and recommendations provided by the Project Geotechnical Engineer of Record in their report conform to generally accepted geotechnical engineering principles and practices, and to assess whether the conclusions and recommendations provided in their report are consistent with their field and laboratory data. The findings of the study will be summarized in the EIR and attached to the EIR as an appendix. The EIR impact assessment will provide graphic representation of potential hazard areas and will identify specific mitigation requirements for each hazard identified. Specifically, this section will include the following:

- Discussion of existing geologic and soil conditions (e.g., seismic capabilities, soils, subsurface structure, landforms) based on the data available (e.g., U.S. Department of Agriculture Soil Conservation Service Soil Survey for Santa Cruz County). This will include a summary of soil suitability and constraints for development.
- Identification of potential geologic hazards and seismic characteristics in the project area, including information regarding seismic hazards, liquefaction, landslides and slope instability, expansive soils, and erosion.
- Mapping of geologic hazards from background analysis data sources.
- Discussion of local groundwater characteristics.
- Evaluation of the effect of geologic hazards (e.g., liquefaction, erosion, seismic, etc.) on proposed development. This will include an evaluation of the preliminary grading plan with respect to areas of grading, cut and fill amounts, slopes, road grades, retaining walls, and access grading, as well as an evaluation of the utility infrastructure plan to identify any off-site impacts associated with construction of bridges and the extension of utility lines to the project site.
- Identification of mitigation measures for any significant impacts identified based on review of City development standards. This will include specific Best Management Practices performance standards to address potential erosion impacts both during and after construction.
Peer Review of Geotechnical Investigation Report. The peer review by Pacific Crest Engineering will include the following:

1. Perform a site reconnaissance to visually observe the site topography, geomorphology, and current conditions at the site.

2. Research available geotechnical and geologic documents including County and City planning maps.

3. Review the Geotechnical Investigation Report prepared by the project’s Geotechnical Engineer of Record and other available documents regarding the development.

4. Perform a geotechnical peer review of the Geotechnical Investigation Report prepared by the Project Geotechnical Engineer of Record.

5. Submit a report summarizing our review and findings. It must be understood that the purpose of our review is to provide an opinion as to whether the geotechnical investigation and the recommendations provided by the Project Geotechnical Engineer of Record in their report conform to generally accepted geotechnical engineering principles and practices, and to assess whether the conclusions and recommendations provided in their report are consistent with their field and laboratory data.

Assumptions

- Pacific Crest Engineering will not generate subsurface or laboratory data; and will not act as the project Geotechnical Engineer of Record including design or construction recommendations.

- Supplemental and post-report services can be provided for an additional fee.

Greenhouse Gas Emissions/Climate Change. The EIR will evaluate impacts related to greenhouse gases (GHGs) and climate change. This analysis will consider the Project’s potential contribution to cumulative impacts related to climate change. The study will include an overview of the types and sources of GHGs, and the potential environmental effects of GHGs and climate change. An overview of the current regulatory framework regarding GHGs/climate change, including Assembly Bill (AB) 32, Senate Bill (SB) 97, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will also be described.

The analysis will quantify carbon dioxide equivalent (CDE) units associated with site clean-up, project construction, and operation. Emission factors and methodologies from the Local Government Operations Protocol (LGOP) for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (June 2010) will be used to calculate GHG emissions from the proposed Amendment. These emission factors will be applied through the use of CalEEMod, which was developed by air districts throughout the state and is designed as a uniform platform for government agencies, land use planners and environmental professionals to quantify potential criteria pollutant and GHG emissions associated with project construction and operation. CalEEMod quantifies direct emissions from construction and operation (including vehicle use), as well as indirect emissions, such as GHG emissions from energy production, solid waste handling, vegetation planting and/or removal, and water conveyance. Further, the model calculates the benefits from implementing mitigation measures, including GHG mitigation measures developed and approved by the California Air Pollution Control Officers Association (CAPCOA).
The MBUAPCD has not formally adopted thresholds to evaluate GHG emissions, and encourages lead agencies to consider a variety of metrics for evaluating GHG emissions and related mitigation measures as they best apply to the specific project. Rincon will consult with City and MBUAPCD staff during the preparation of this section to determine appropriate thresholds for this project. Using the results from CalEEMod, Rincon will prepare a GHG section that focuses on the impacts of the Project on climate change, as well as the impacts of climate change on the project region.

Specifically, the GHG emissions section will include the following:

- Description of the applicable GHG emissions/climate change regulatory framework, including all applicable federal, state, and local regulations and standards.
- Description of the methodology and significance thresholds, which will detail the criteria for determining a project’s contribution to cumulative greenhouse gas emissions/climate change impacts.
- Incorporation of CalEEMod emissions calculations for stationary and construction GHG emissions.
- Determination of the significance level of project generated GHG emission contributions to cumulative GHG emissions/climate change using appropriate thresholds.
- Identification of any necessary or recommended mitigation measures.
- Assessment of residual GHG emissions impacts.
- Review the project for consistency with the 2015 City of Watsonville Climate Action Plan.

Hazards and Hazardous Materials. The EIR will discuss impacts related to hazardous materials, including those associated with the development of the project, as well as with the subsequent storage of hazardous materials. An analysis of the potential for exposure to hazardous substances as a result of project development will be based on a Phase I Environmental Site Assessment (ESA) to be provided by the project applicant. Rincon will peer review the Phase I and II ESA, summarize its findings in the EIR section, and include the Phase I and Phase II ESAs as an appendix to the EIR. This section will also involve identification of applicable local, state, and federal codes and regulations that are in place to manage these hazards. Specifically our work scope includes the following:

- Contact with local agencies to identify potential public safety hazards in the project area.
- Identify potential project specific and cumulative public safety impacts associated with the proposed project.
- Develop mitigation measures needed to avoid or minimize public safety impacts.

Phase I ESA Peer Review. Rincon Consultants (Rincon) will perform a technical peer review of the Phase I Environmental Site Assessment (ESA) that has been prepared by Trinity Source Group, Inc., of Santa Cruz, California. The Phase I ESA Report will be peer reviewed by a Rincon Professional Geologist, with a quality assurance / quality control (QA/QC) check performed by a Rincon Principal. The peer review will consist of a verification of site background information, including the local geology and hydrogeology; a cross-check of information obtained from the site database report (such as obtained from Environmental Data Resources, or EDR); a review of the site reconnaissance information, as well as of the site-owner and Phase I Report user interview questionnaires; the applicability of the Recognized Environmental Conditions (RECs) that have been identified for the site; and the adequacy of the report’s
conclusions and recommendations. A Technical Memorandum will be prepared to document the results of the peer review of the Phase I Report.

Phase II ESA Peer Review. Rincon will also perform a technical peer review of the Phase II ESA that has been prepared by Trinity Source Group; it will be conducted by a Rincon Professional Geologist, with a quality assurance / quality control (QA/QC) check performed by a Rincon Principal. This peer review will comprise an assessment of the site background information, including the local geology and hydrogeology; compare the data presented in the report narrative with those included within the report’s tables, figures and appendices; conduct an analysis of the report’s results and data evaluation sections; and will present an evaluation of the adequacy of the document’s conclusions and recommendations. A Technical Memorandum will be prepared to document the results of the review of the Phase II Report.

Assumptions

- **Field verification of Phase I and II site data will not be required.**
- **Review of Remedial Action planning documents is not included in this work scope.**
- **The full Environmental Data Resources (EDR) or equivalent database report that served as the basis for the Phase I document will be available at the time of Rincon’s review.**
- **All Laboratory Analytical Reports will be available at the time of Rincon’s review of the Phase II document.**
- **All tables, figures and other supporting documentation will be available at the time of Rincon’s review of the Phase I and Phase II ESA reports.**

Hydrology and Water Quality. The analysis in this section will focus on potentially significant impacts related to increased rate and volume of runoff from impervious surfaces, erosion and sedimentation, and transport of urban contaminants during Phase One and Phase Two of the project. This section of the EIR will be based on a technical Hydrologic and Water Quality Analysis to evaluate and to mitigate the potential hydrologic and water quality impacts, as defined by CEQA. The Project could result in potential hydrologic and water quality impacts to the Watsonville Slough.

Hydrologic and Water Quality Analysis. The Hydrologic and Water Quality Analysis will be prepared by Fall Creek Engineering, Inc., and will include the following tasks:

- **Compile and review existing information pertaining to hydrologic and water quality conditions and issues at or adjacent to the site. A site visit will be conducted to become familiar with the existing drainage conditions on and adjacent to the project site.**
- **Based on the site visit, review of existing information and the proposed site plan, a hydrologic analysis of the project will be completed, including a rainfall-runoff analysis to quantify existing and post development hydrology and to evaluate potential on and off-site impacts resulting from the project. The project will be reviewed in terms of compliance with regulatory requirements pursuant to the City of Watsonville and the Central Coast Water Quality Control Board’s stormwater regulations. Specific mitigation measures will be recommended to address any potential hydrologic impacts resulting from the project. A technical letter report will
be prepared that will include a brief project description, site conditions, existing and post project hydrologic conditions/findings, and a description of recommended mitigation measures. The report will include pertinent data in tabular and/or graphical format, and figures and maps as required in the report.

- A water quality impact analysis will be conducted that will primary focus on impacts to Watsonville Slough from non-point pollution sources (stormwater and non-stormwater urban runoff). Existing and post development water quality impacts will be compared considering that historic and current land use at the site (auto wrecking and salvage operations) is likely resulting in substantial non-point pollution impacts to the slough. A technical letter report will be prepared and will include a brief project description, site conditions, existing and post project water quality conditions/findings, and a description of recommended mitigation measures. Pertinent data will be included in tabular and/or graphical format and figures and maps, as required in the letter report.

Land Use Planning. The project site is currently designated Industrial (I) under the Watsonville 2005 General Plan, and is zoned General Industrial (IG). The project would require a General Plan Land Use Map Amendment to Residential Medium or High Density, and a Zoning Map Amendment to Multiple Residential-Medium Density (RM-2) or Multiple Residential-High Density (RM-3). Given the site’s proximity to existing industrial and residential land uses and the Watsonville Slough, development of the site as proposed would likely result in significant land use compatibility impacts. This section of the EIR will describe potential conflicts for the project from a planning and policy perspective, including cross-references to other EIR sections where these issues are addressed in detail (such as aesthetics, noise, hydrology and water quality, etc.).

The policy consistency analysis requires a thorough review of the project against the various regulatory documents adopted by the City and other responsible agencies. The land use analysis will focus on:

- **Compatibility with adjacent properties, including changes in the character of the site and the scale and appropriateness of the proposed new development.**
- **Policy consistency with the Watsonville 2005 General Plan and Zoning District.**

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern. Mitigation measures may include siting recommendations, buffer systems or lighting controls (to address noise, light and glare, and nuisance contact), design recommendations (setbacks from habitat areas, and drainage control systems etc.), and other amenities (access roads, driveways, water lines, infrastructure etc.).

Rincon will organize and synthesize the various concerns into a coherent land use analysis. This will assist decision-makers in their review of the project by providing technical and empirical evidence backing findings and conclusions.

Noise. The noise analysis will assess the potential for Phase One and Phase Two construction noise and operational noise to affect sensitive receptors in the area, which include off-site residences in the vicinity west, north, and south of the project site. Construction noise will be evaluated based on noise
emission levels reported by the U.S. Environmental Protection Agency, the type and amount of equipment, the time and duration of equipment uses, and the distance to nearby sensitive receptors. Noise levels associated with construction activities will be quantified and projected at adjacent sensitive receptors.

Rincon will examine existing noise sources in the project area and will conduct ambient noise measurements in the field to characterize the existing noise conditions in the vicinity of the project site. The measurements will be taken using an ANSI Type II sound level meter. Up to four 20-minute daytime measurements will be taken. The existing regulatory setting will be described, including federal, state, and local noise requirements. The criteria used to determine the significance of any impacts will be from the City of Watsonville General Plan Public Safety Element. The noise section of the EIR will be prepared in accordance with the Guidelines for Noise Study Reports as Part of Environmental Impact Reports issued by the California Department of Health Services, Office of Noise Control.

Operational noise would include the addition of traffic to area roadways. Rincon will estimate existing and future traffic noise levels along key roadways, including Highway 1 and Ohlone Parkway to the west, Harkins Slough Road to the north, and Errington Road to the south and west. Traffic noise will be forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5). Traffic generated by implementation of the project will be added to the current traffic volumes and the incremental noise level increases will be calculated for existing + project and cumulative + project scenarios. Noise exposure will be assessed in terms of Community Noise Exposure Levels (CNEL). Mitigation requirements will be identified for noise impacted areas, if necessary. Traffic estimates and projections (average daily trips) will be collected from the Traffic Impact Analysis to be prepared by Mott MacDonald. Mitigation requirements will be identified for noise impacted areas, if necessary.

Utilities and Service Systems. The EIR will provide an inventory of public utilities and service facilities. Where deficiencies presently exist, plans for facility expansion or service improvements will be discussed including identification of the probable locations for infrastructure improvements as well as funding mechanisms and timing. Generation and demand factors will be developed and verified through contact with affected service agencies. The analysis will quantify existing demand and compare projected demands to service capabilities. Where service deficiencies are identified, mitigation programs will be developed to avoid or minimize potentially adverse impacts. This section will also include maps of facilities and the necessary technical data that will provide a framework for evaluation of subsequent future projects within the area. Where appropriate, a discussion of existing impact fee programs will be provided. The individual subsections within the utilities section will include water service and water supply, waste water disposal, solid waste/recycling, stormwater runoff, and public services.

Water Service and Supply/Wastewater Disposal. Water and wastewater service would be provided by the City. The purpose of this task is to (1) derive estimated water demands for the project and (2) characterize the groundwater, surface water and recycled water supplies anticipated to meet the project-specific demands; (3) review the project for consistency with the City of Watsonville 2010 Urban Water Management Plan. For the project, appropriate unit water and wastewater demand factors will be developed based on readily available information from other appropriate local water
purveyors and other relevant information. Unique project attributes, such as use of native landscaping, as well as other factors will be used to refine the project demands as necessary.

**Solid Waste/Recycling.** Solid waste and recycling services will be analysed by identify service areas, reviewing current landfill capacity and projected future capacity, calculating potential service demand for the proposed project using accepted waste generation factors, and identifying potential project and cumulative impacts on waste disposal service and landfill capabilities. This analysis will include a review of countywide solid waste management plans to identify future solid waste disposal facilities, a discussion of recycling efforts and future state requirements, and identification of mitigation requirements for each impact.

**Stormwater Runoff.** Potential impacts associated with increased storm water runoff and potential effects to downstream waters will be addressed in the Hydrology and Water Quality section of the EIR. This section will include a description of existing and proposed drainage facilities, and an assessment of the adequacy of drainage facilities to capture anticipated runoff, in close coordination with the hydrology and water quality analysis.

Public Services. Development of the site has the potential to adversely affect police and fire protection, as well as emergency response services. This analysis will involve contact with local service providers to update current and projected future service capabilities in the immediate area and any new deficiencies that may be adversely affected by the project or other cumulative development in the vicinity. Issues such as emergency response times, access routes, security needs, ability to meet fire flow requirements, and internal design characteristics will be evaluated. This section will describe City policies, programs, and standards associated with the provision of public services, identify significant public service impacts as a result of implementation of the proposed project, and identify mitigation measures for any significant impacts identified.

**Transportation/Circulation.** The Mott MacDonald team will provide a full Traffic Impact Analysis for this project.

The operations of the following study intersections will be analysed for this study:

1. Ohlone Parkway/Main Street (SR 152);
2. Ohlone Parkway/Harkins Slough Road;
3. Ohlone Parkway/Loma Vista Drive;
4. Ohlone Parkway/Lighthouse Drive;
5. Ohlone Parkway/West Beach Street;
6. Green Valley Road/Main Street (SR 152);
7. Green Valley Road/Harkins Slough Road – Silver Leaf Drive
8. Riverside Drive (SR 129)/Northbound SR1 Ramps
9. Riverside Drive (SR 129)/Southbound SR 1 Ramps
10. Walker Street/ West Beach Street
11. Lee Road/West Beach Street

The following tasks comprise the proposed scope of work for the Traffic Impact Analysis:

Data Collection. Intersection turning movement counts will be conducted at the study intersections during the AM and PM peak periods (7:00 am to 9:00 am and 4:00 pm to 6:00 pm). Counts will include cars, trucks, buses, pedestrians and bicycles. From these counts, the peak one-hour AM and PM periods will be identified.

A field visit to the study intersections will also be conducted. Existing intersection geometrics and traffic control will be verified.

Existing Conditions. The peak one-hour AM and PM count periods (from Task 1) will be analysed for operations at the study intersections.

Project Trip Generation, Distribution and Assignment. Project trip generation will be estimated using the project definition and rates included within the Trip Generation Manual, 9th Edition, 2012. Note: Credits will be taken for existing uses on the site, based on the traffic counts conducted for this analysis. Trip distribution and assignment will be derived for the project. This will be based on the traffic counts conducted at the intersections identified in the Data Collection task.

Existing Plus Project Conditions. The project trip assignment will be added to the existing volumes to create Existing Plus Project volumes. These volumes will be analysed for operations at the study intersections. Recommendations for roadway improvements will be made as necessary.

Cumulative Conditions. Future growth through the Year 2035 will be quantified at the study intersections, based upon the City of Watsonville General Plan and other sources. This traffic growth will be added to the Existing Plus Project volumes to create Cumulative conditions. These volumes will be analysed for operations at the study intersections. Recommendations for roadway improvements will be made as necessary.

Site Access and Internal Circulation. Access to the project site will be qualitatively analysed at the proposed project access (i.e., eastward extension of Loma Vista Drive). Recommendations will be made as necessary to improve project access. This will include an evaluation of the Traffic Infusion of the Residential Environment (TIRE) Index on Loma Vista Drive, Paraiso Court and Del Rio Court. Internal circulation will be qualitatively analysed, based upon the proposed site plan. Recommendations will be made as necessary.

Construction Impacts (Phase One). The project construction will involve the export of over 30,000 cubic yards of earth. One of the project impacts will be the earthwork, vehicle removal associated with the closure of the Clusters Garage, and associated traffic to clear the site as a part of the construction impacts. Impacts could include truck traffic loading on existing pavement sections. Vehicle miles travelled will be estimated for the hauling and disposal of any contaminated soils and other materials associated with the auto wrecker. Quantities of earthwork and other materials will be needed in order to calculate the associated traffic impacts.
Mitigation Measures. Improvements warranted for existing conditions as well as mitigation for project and cumulative impacts will be recommended. The resulting mitigated conditions will be determined. Mitigations could include intersection and roadway capacity and traffic control, channelization, pedestrian and bicycle enhancements, secondary and/or emergency access improvements, route restrictions for construction traffic, payment of impact fees, pro-rata contributions (determined on a percentage basis) for cumulative mitigations not included in fee programs.

Draft and Final Reports. The results of this analysis will be summarized in a report, with appropriate graphics. A draft report will be authored and submitted to you for your review and comment. Your comments will be incorporated into a final report for review and comment by City of Watsonville staff.

Note 1: This budget includes an allocation of $2,280 for response to City comments.

Note 2: This budget does not include any responses to public comments. We can respond to public comments for an additional fee.
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:

Barring delays beyond Rincon’s control (such as an incomplete or evolving project description) the environmental review process can be completed in approximately 10 months.

- **Kick-off Meeting.** Within one week of authorization to proceed, the Rincon team will organize a kick-off meeting with City staff.
- **Notice of Preparation.** Rincon will prepare the Administrative Draft NOP for release within one week of the project kick-off meeting. We assume that the NOP will be reviewed within one week after receiving the NOP. Rincon will finalize the NOP within one week after receiving comments from the City. Rincon assumes that the City will circulate the NOP with oversight by Rincon.
- **Project Description.** Assuming Rincon has received a completed site plan within one week of the kickoff meeting, Rincon will submit the draft project description for staff review within two weeks of the kickoff meeting. Rincon assumes a one-week review period for review by the City, and one week for Rincon revisions to the project description. Thus, we assume that the project description will be approved by the City within four weeks after the kickoff meeting.
- **Administrative Draft EIR.** Rincon will submit the ADEIR within 8 weeks of City approval of the project description. Rincon assumes the ADEIR will be reviewed by the City within three weeks.
- **Screencheck Draft EIR.** Within two weeks of receipt of City comments on the ADEIR, Rincon will submit a Screencheck Draft EIR for final review prior to publication. It is assumed that City review of the Screencheck Draft EIR will be complete in one week.
- **Draft EIR.** Rincon will print and distribute the Draft EIR within two weeks of receipt of City comments on the Screencheck Draft EIR. If Rincon will prepare and file the NOC and NOA; the City will distribute the Draft EIR to agencies, organizations, and individuals on the circulation list provided by the City.
- **Responses to Comments.** Rincon will submit draft responses to comments on the Draft EIR within three weeks of receipt of all comments. Rincon assumes the response to comments will be reviewed by the City within two weeks.
- **Final EIR.** Rincon will submit a Screencheck Final EIR in the form of a single document that includes the Final EIR text, Responses to Comments, and a Mitigation Monitoring and Reporting Program within one week of the City’s review of the response to comments. Rincon assumes the City will review the Screencheck Final EIR within one week. Rincon will prepare the Final EIR one week after receiving any City comments on the Screencheck Draft EIR.
### Sunshine Vista Phased Development Project EIR

#### Estimated Schedule

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<th>Task</th>
<th>January</th>
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<th>March</th>
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- **Bar in Progress**: Blue
- **City Review**: Gray
- **Public Hearing**: Orange
- **Weekly Meetings**: Green
EXHIBIT “C”

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed $205,623.

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.
## Sunshine Vista Phased Development Project EIR

### Cost Estimate

**City of Watsonville**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Cost</th>
<th>Labor Hours</th>
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#### 1. Project Initiation

1.1 Project Initiation

- $5,840
- 42 Labor Hours
- Rincon: 2 Labor Hours

#### 2. Project Description

- $4,463
- 38 Labor Hours
- Rincon: 2 Labor Hours

#### 3. NDP Proposals

- $755
- 6 Labor Hours
- Rincon: 1 Labor Hour

#### 4. Administrative Cost EIR

4.1 Executive Summary

- $1,020
- 13 Labor Hours
- Rincon: 0 Labor Hours

4.2 Introduction and Environmental Setting

- $770
- 15 Labor Hours
- Rincon: 2 Labor Hours

#### 5. Environmental Impact Analyses

5.1 Architectural

- $4,000
- 20 Labor Hours
- Rincon: 2 Labor Hours

5.2 Cultural Resources

- $3,250
- 20 Labor Hours
- Rincon: 2 Labor Hours

5.3 Natural Hazards and Geology

- $1,967
- 13 Labor Hours
- Rincon: 3 Labor Hours

5.4 Biological Resources

- $3,000
- 33 Labor Hours
- Rincon: 4 Labor Hours

5.5 Air Quality

- $5,080
- 4 Labor Hours
- Rincon: 1 Labor Hour

#### 6. Technical Review

- $840
- 6 Labor Hours
- Rincon: 1 Labor Hour

#### 7. Final Preparation

- $3,980
- 10 Labor Hours
- Rincon: 2 Labor Hours

#### 8. Hydrology and Water Quality

- $2,390
- 12 Labor Hours
- Rincon: 2 Labor Hours

- $6,000
- 12 Labor Hours
- Rincon: 2 Labor Hours

#### 9. Additional Costs

- $3,250
- 12 Labor Hours
- Rincon: 2 Labor Hours

---

**Subtotal Rincon Labor**: $13,331

**5,135**

**480**

**73**

**29**

**51**

**55**

### Subconsultants

- Fall Creek Engineering (Hydrology and Water Quality Analysis) $15,215
- Matt MacDonald (Traffic Impact Analysis) $20,230
- Pacific Coast Engineering (Data Review Geotechnical Report) $4,600

### Biological Field Equipment

- Standard field equipment $950

### Cultural Resources Record Search

- $950

### Paleontological Records Search

- $345

### In-House Printing

- ADEAR (3 copies + 1 electronic) $335
- In-House ORER (3 copies) $330
- DEIR (20 copies + 10 electronic + Executive Summary) $2,180
- ADEIR (3 copies + electronic) $335
- Survey Check DEIR (3 copies) $345
- DEIR (15 copies + 10 electronic) $2,050

### Supplies and Miscellaneous Expenses

- Mileage (charged at the current IRS reimbursable rate) $90
- Communications, Per Diem, Other $4,949

### General & Administrative

- $3,000

**Subtotal Additional Costs**: $58,252

**TOTAL LABOR PLUS ADDITIONAL COSTS**: $355,825
MEMORANDUM

DATE: February 8, 2017
TO: Charles Montoya, City Manager
FROM: Alan J. Smith, City Attorney
SUBJECT: First Amended Measure G Committee Bylaws
AGENDA ITEM: February 14, 2017 City Council

RECOMMENDATION: Approve First Amended By-laws for the Measure G Revenue Measure Oversight Committee.

DISCUSSION: The Council adopted By-laws for the Measure G Revenue Measure Oversight Committee on May 12, 2015 by Resolution No. 73-15 (CM). The Measure G Committee met on November 16, 2016 and received a status report on possible amendments to the By-laws. After a staff report, an opportunity for public comment, Committee questions, and deliberation the Committee passed a motion 7 - 0 - 6 recommending that the Council revise the Rules including reducing membership of the Committee from 13 to 11.

The Committee also decided that it could meet twice a year instead of four times a year.

STRATEGIC PLAN: These by-laws implement a Watsonville ballot measure, to wit: Measure G.

FINANCIAL IMPACT: These by-laws will allow staff and the Committee to operate more effectively and efficiently and will therefore reduce the need to unnecessarily utilize the two percent administrative fee which is provided in Measure G.

ALTERNATIVES: The Council could reject the Committee’s recommendation and retain a membership of 13, require a different number of meetings a year and make any other changes it deems appropriate.

ATTACHMENT(S):
1. “Red-Lined” original by-laws
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SECTION 1. COMMITTEE ESTABLISHED. ¹

The voters in the City of Watsonville (the "City") at the election conducted on June 3, 2014 (the "Election"), obtained authorization from the City's voters to enact a Sales and Use Tax Public Safety Tax Measure ("Measure G"). The election was conducted under the provisions of Part 1.6 (commencing with Section 7251) and Section 7285.91 of Part 7.1 in Division 2 of the California Revenue and Taxation Code. Measure G is codified in the Watsonville Municipal Code commencing with Section 3-6.1101. Pursuant to subdivision (b) of Section 3-6.1102 of Measure G, the City was obligated to establish a City Revenue Oversight Committee to provide a second independent verification that all expenditures are being made as promised to Watsonville residents.

The City Council therefore adopted Resolution 122-14 (CM) on September 9, 2014, which established the Citizens' Revenue Oversight Committee (the "Committee") which possesses all the rights and is obligated to comply with the duties set forth in Measure G. Since the Committee does not have independent legal capacity from the City, the Council now promulgates and adopts these bylaws which shall neither expand nor restrict the Committee's obligations under Measure G but instead these bylaws are intended to implement the provisions of Measure G.

SECTION 2. PURPOSES.

The purposes of the Committee are set forth in Measure G, and these Bylaws are specifically made subject to the applicable provisions of Measure G as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the Ralph M. Brown Public Meetings Act of the State of California (California Government Code § 54950 et seq.) and shall conduct its meetings in accordance with the provisions thereof, including but not limited to only discussing items during a meeting properly agendized on the notice of any meeting. The City shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Measure G.

The proceeds of the Measure G tax are hereinafter referred to as "Measure G Revenue." The Committee shall confine itself specifically to its obligations under Measure G. All monies from other sources shall fall outside the scope of the Committee's review.

SECTION 3. COMMITTEE DUTIES.

To carry out its stated purposes, the Committee shall perform the duties set forth in Section 3.1 and 3.2, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

3.1 EXAMINE

A. PERIODIC EXPENDITURE REPORTS.

The Committee shall review appropriate expenditure reports produced by the City to ensure that Measure G revenues were expended only for the public safety purposes set forth in Section 3-6.1102 of Measure G.

¹ These First Amended By-Laws supersede and replace the original by-laws adopted by Resolution. 

Attachment 1
Page 2 of 7
forth in Measure G, to wit: “hire more police officers, help improve police emergency response times, increase neighborhood patrols, maintain anti-gang and youth violence prevention, intervention and suppression efforts, including the Caminos and Police Activities League programs, upgrade equipment and technology to help solve crimes, catch criminals and fight gangs, expand programs to identify and shut down drug and gang houses, hire more firefighters to ensure enough are on duty, maintain fire and paramedic emergency response times, and replace inadequate and outdated lifesaving equipment."

B. **ANNUAL AUDIT.**

Review the report of the independent auditor who shall annually review and audit expenditures of funds specifically derived from Measure G to disclose how the money was used and ensure compliance with the expenditure plans and to ensure that revenues are spent within prudent, established accounting procedures and practices. The independent audit results shall be a discrete part of the City’s annual audit.3

C. **CITY BUDGET**

Verify the Public Safety Sales Tax Measure annual budget appropriation specifies that all revenues from the Public Safety Sales Tax Measure shall be used only for improving the community’s public safety, with the revenue to be directed in support of the Police and Fire Departments, in the proportions of sixty percent (60%) to Police and forty percent (40%) to Fire and verify that the City establishes separate funds into which these specific monies are deposited and that such funds are separate for Police and Fire and are the source of their respective expenditures as established in the annual budget appropriation reviewed by the Committee and approved by resolution of the Council.4

D. **MAINTENANCE OF EFFORT**

Maintenance of Effort. Verify the City does not use Measure G funds to replace General Fund operating budget contributions for the Police and Fire Departments by comparing the baseline maintenance of effort budgets. The baseline for this purpose shall be the Fiscal Year 2013-2014 Adopted General Fund budgeted City contribution amounts for Police and Fire operations. The Police Department Fiscal Year 2013-2014 Adopted General Fund operating City budget contribution amount is $12,359,924; and the Fire Department Fiscal Year 2013-2014 Adopted General Fund operating City budget contribution amount is $5,672,299.

E. **CONTINGENCY RESERVE FUND**

Contingency/Reserve Fund. Because the Public Safety Sales Tax Measure is used for essential services that are needed during both good and bad economic times, the Committee shall verify that the City has established a Contingency/Reserve Fund adequate to ensure that services are maintained in the event sales tax revenues decline. Such funds shall be established for the Public Safety Sales Tax Measure Contingency/Reserve Fund. The Contingency/Reserve Fund containing ten percent (10%) of the annually budgeted revenues will be established. In any given year when the Contingency/Reserve Fund holds less than the required ten percent (10%) of annual revenues, the first use of funds will be to implement the plan’s current year program and then to establish or re-establish the Contingency/Reserve fund. If actual revenues in any given year are less than budgeted revenues, the City Council may use the Contingency/Reserve

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2 WMC. Subdivision (a) of Section 3-6-1102.
3 WMC. Subdivision (b) of Section 3-6.1102.
4 WMC. Subdivision (c) of Section 3-6.1102.
Fund to make up the difference between budgeted revenues and actual revenues for the approved annual budget appropriation.\(^5\)

**F. PRIORITY FOR ADDITIONAL REVENUE**

Priorities. The Committee shall verify that if the Contingency/Reserve Fund is fully funded and all annual planned expenditures have been implemented, that any additional unanticipated sales tax revenues shall be used first to accelerate the implementation of the expenditure plans and then to provide additional public safety facilities, personnel, and equipment and youth violence prevention based upon the specific needs of the community with the review and recommendation of the Revenue Measure Oversight Committee and approval of the City Council.

### 3.2 INFORM

**A. SECOND INDEPENDENT VERIFICATION OF REVENUE AND EXPENSES**

The City Revenue Measure Oversight Committee shall serve in an oversight capacity to at least twice a year meet and review revenues and expenditures and provide a second independent verification that all expenditures are being made as promised to Watsonville residents.

**B. TWICE A YEAR COUNCIL OVERSIGHT COMMITTEE REPORT AND COUNCIL REVIEW.**

The twice a year findings and report of the City Revenue Measure Oversight Committee shall be reviewed by the City Council at a publicly noticed meeting of the Council and made available to the public at least twice a year. The Committee findings presented to the Council, in public session, shall include the following:

(i) A statement indicating whether the City is in compliance with the requirements of Measure G; and

(ii) A summary of the Committee's proceedings and activities since the last report.

**C. ANNUAL COUNCIL REVIEW OF INDEPENDENT AUDITOR MEASURE G REPORT**

The report of the independent auditor required by subdivision (b) of Section 3-6-1102 shall be reported to the Council at least annually.

**D. COMMUNICATIONS TO PUBLIC**

The Committee shall inform the public concerning the City's expenditure of Measure G revenues. In fulfilling this duty, all official communications to either the Council or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority of the Committee.

### 3.3 COUNCIL AND CITY MANAGER DUTIES

Either the Council or the City Manager, shall have the following powers reserved, and the Committee shall have no jurisdiction over the following types of activities:

(a) Approval of contracts,

(b) Selection of personnel,

(c) Appropriation of funds,

(d) All legal matters, and

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\(^5\) WMC. Subdivision (f) of Section 3-6.1102.
3.4. **LIMIT TO MEASURE G EXPENDITURES ONLY.**

In recognition of the fact that the Committee is charged with overseeing the expenditure of Measure G proceeds, the Council has not charged the Committee with responsibility for:

(a) Projects paid with or through the General Fund or grant funds or the sale of surplus property without Measure G funds shall not be within the authority of the Committee.

(b) The establishment of priorities and order of law enforcement and fire service management decisions shall be made by the City Manager, Police Chief, Fire Chief and Council in its sole discretion.

(c) The selection of professional service firms as are based on City criteria established by the Council in its sole discretion.

(d) The approval of the methods and timing shall be by the Council in its sole discretion who shall report to the Committee on any cost saving techniques considered or adopted by the Council.

(e) The selection of independent audit firm(s), and such other persons as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Measure G.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Mayor's sole discretion as part of carrying out its function under Measure G.

**SECTION 4. AUTHORIZED ACTIVITIES.**

In order to perform the duties set forth in Section 3, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the City's annual independent performance audit and the Comprehensive Annual Financial Report, the City Budget, periodic financial statements furnished to the Committee and the Measure G Revenue annual independent financial audit.

(b) Inspect City public records for which Measure G revenue has been or will be expended, in accordance with any lawful access procedure established by the City Manager.

(c) Review efforts by the City to maximize effective use of Measure G revenue proceeds by implementing various cost-saving measures.

**SECTION 5. MEMBERSHIP.**

5.1 **NUMBER.**

The Committee shall consist of a minimum of thirteen (13) members appointed by the Mayor from a list of candidates submitting written applications.

5.2 **QUALIFICATION STANDARDS.**

(a) To be a qualified person, he or she must be at least 18 years of age.

(b) The Committee may not include any elected or appointed official of the City or any vendor, contractor or consultant of the City.
5.3 **ETHICS CONFLICT OF INTEREST.**

Members of the Committee are not subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 et seq.), and are not required to complete the Form 700. However, each member shall comply with the Committee Ethics Policy attached as "Exhibit “A” to these Bylaws.

5.4 **TERM.**

Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the date of the appointment by the Mayor. The original Committee was appointed September 9, 2014. No member may serve more than two (2) consecutive terms. Members whose term has expired may continue to serve on the Committee for a period not exceeding 180 days until a successor has been appointed.

5.5 **REMOVAL; VACANCY.**

The Mayor may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Mayor shall fill any vacancies on the Committee. Vacancies shall be filled within 180 days. Members whose terms have expired may continue to serve on the Committee until their successor has been appointed.

5.7 **COMPENSATION.**

The Committee members shall not be compensated for their services.

5.8 **AUTHORITY OF MEMBERS.**

(a) Committee members shall not have the authority to direct City staff.
(b) Individual members of the Committee retain the right to address the Council, either on behalf of the Committee or as an individual.
(c) The Committee and its members shall have the right to request and receive copies of reports and records relating to Measure G which have been prepared for the Council and which have become a public record.

**SECTION 6. MEETINGS OF THE COMMITTEE.**

6.1 **REGULAR MEETINGS.**

The Committee is required to meet at least twice a year. The Committee’s May 13, 2015 meeting shall also be an organizational and training meeting. Thereafter the Committee shall meet at least twice a year but no more frequently than quarterly.

6.2 **LOCATION.**

All meetings shall be held within the City of Watsonville.

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*At the Committee's first meeting after adoption of the original by-laws members drew lots to select a minimum of six members to serve for an initial two (2) year term and the remaining members for an initial three (3) year term so that the terms of all members would not expire at the same time.*
6.3 PROCEDURES.

All meetings shall be noticed and open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Meetings shall be conducted according to Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century and such additional procedural rules as the Committee may adopt. A majority (6) of the eleven members number of Committee members shall constitute a quorum for the transaction of any business. The Committee shall not discuss items or subjects unless they are on the agenda for the meeting.

SECTION 7. CITY SUPPORT.

Administrative overhead to the Committee for accounting, payroll and human resources related to Measure G shall not exceed two percent (2%) of annually budgeted revenues. The amount of the 2% cap on expenditures and the actual expenditures will be reported to the Committee. Subject to said restriction, the City shall provide to the Committee necessary technical and administrative assistance as follows:

(a) Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the City Council;
(b) Provision of a meeting room, including any necessary audio/visual equipment;
(c) Preparation and copies of any documentary meeting materials, such as agendas and reports;
(d) Retention of all Committee records,
(e) Providing public access to such records on an Internet website maintained by the City, and
(f) Printing and mailing of any required reports.

City staff shall attend all Committee proceedings in order to report on the status of projects and the expenditures of Measure G revenue. City staff and the Independent Auditor shall annually present the report required by subdivision (b) of Section 3-6.1102 (Fiscal Accountability Protections) to the Committee before the Comprehensive Annual Financial Report and the audit is presented to the City Council in order to allow the Committee sufficient time before the Council meeting to review, question and comment.

SECTION 8. REPORTS.

In addition to the Annual Report required in Section 3.3, the Committee may, in its sole discretion, report to the Council from time to time in order to advise the Council on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

SECTION 9. OFFICERS.

The Mayor, shall appoint the initial chair and vice-chair of the Committee. Thereafter the Committee shall annually elect the chair and vice chair in a meeting close to the September anniversary of the creation of the Committee. The vice-chair shall act as chair only when the chair is absent. No person shall serve as chair or vice chair for more than two consecutive one-year terms.

SECTION 10. AMENDMENT OF BYLAWS.

Any amendment to these Bylaws shall require approval by a majority vote of the Council.

SECTION 11. EXPIRATION.

The Committee’s role shall expire and shall wind up its and terminate its work, publish its final report and disband as soon as possible after the Public Safety Sales Tax Measure expires after seven (7) years.
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE FIRST AMENDED REVENUE MEASURE OVERSIGHT COMMITTEE BYLAWS

WHEREAS, the voters in the City of Watsonville at the election conducted on June 3, 2014, enacted a Sales and Use Tax Public Safety Tax Measure (Measure G); and

WHEREAS, subdivision (b) of Section 3-6.1102 of the Watsonville Municipal Code codifying Measure G, obligates the City to establish a Revenue Measure Oversight Committee to provide a second independent verification that all expenditures are being made as promised to Watsonville residents; and

WHEREAS, on September 9, 2014, the City Council adopted Resolution 122-14 (CM) establishing the Revenue Measure Oversight Committee; and

WHEREAS, providing the First Amended Revenue Measure Oversight Committee Bylaws clarify the role of the Measure G Oversight Committee.

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

1. That the City Council of the City of Watsonville hereby approves the First Amended Revenue Measure Oversight Committee Bylaws, attached hereto and incorporated herein.

2. That the City Clerk is hereby directed to transmit a copy of this resolution to the Measure G Committee.

**************************************************************************
FIRST AMENDED REVENUE MEASURE
OVERSIGHT COMMITTEE BYLAWS

(RESOLUTION NO.__________________, ADOPTED FEBRUARY 14, 2017)

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SECTION 1. COMMITTEE ESTABLISHED. ¹

The voters in the City of Watsonville (the "City") at the election conducted on June 3, 2014 (the "Election"), obtained authorization from the City's voters to enact a Sales and Use Tax Public Safety Tax Measure ("Measure G"). The election was conducted under the provisions of Part 1.6 (commencing with Section 7251) and Section 7285.91 of Part 7.1 in Division 2 of the California Revenue and Taxation Code. Measure G is codified in the Watsonville Municipal Code commencing with Section 3-6.1101. Pursuant to subdivision (b) of Section 3-6.1102 of Measure G, the City was obligated to establish a City Revenue Oversight Committee to provide a second independent verification that all expenditures are being made as promised to Watsonville residents.

The City Council therefore adopted Resolution 122-14 (CM) on September 9, 2014, which established the Citizens' Revenue Oversight Committee (the "Committee") which possesses all the rights and is obligated to comply with the duties set forth in Measure G. Since the Committee does not have independent legal capacity from the City, the Council now promulgates and adopts these bylaws which shall neither expand nor restrict the Committee’s obligations under Measure G but instead these bylaws are intended to implement the provisions of Measure G.

SECTION 2. PURPOSES.

The purposes of the Committee are set forth in Measure G, and these Bylaws are specifically made subject to the applicable provisions of Measure G as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the Ralph M. Brown Public Meetings Act of the State of California (California Government Code § 54950 et seq.) and shall conduct its meetings in accordance with the provisions thereof, including but not limited to only discussing items during a meeting properly agendized on the notice of any meeting. The City shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Measure G.

The proceeds of the Measure G tax are hereinafter referred to as "Measure G Revenue." The Committee shall confine itself specifically to its obligations under Measure G. All monies from other sources shall fall outside the scope of the Committee's review.

SECTION 3. COMMITTEE DUTIES.

To carry out its stated purposes, the Committee shall perform the duties set forth in Section 3.1 and 3.2, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

3.1 EXAMINE

A. PERIODIC EXPENDITURE REPORTS.

The Committee shall review appropriate expenditure reports produced by the City to verify that Measure G revenues were expended only for the public safety purposes set forth in

¹These First Amended By-Laws supersede and replace the original by-laws adopted May 12, 2015 by Resolution No. 73-15 (CM).
Measure G, to wit: “hire more police officers, help improve police emergency response times, increase neighborhood patrols, maintain anti-gang and youth violence prevention, intervention and suppression efforts, including the Caminos and Police Activities League programs, upgrade equipment and technology to help solve crimes, catch criminals and fight gangs, expand programs to identify and shut down drug and gang houses, hire more firefighters to ensure enough are on duty, maintain fire and paramedic emergency response times, and replace inadequate and outdated lifesaving equipment.

B. ANNUAL AUDIT.

Review the report of the independent auditor who shall annually review and audit expenditures of funds specifically derived from Measure G to disclose how the money was used and ensure compliance with the expenditure plans and to ensure that revenues are spent within prudent, established accounting procedures and practices. The independent audit results shall be a discrete part of the City’s annual audit.

C. CITY BUDGET

Verify the Public Safety Sales Tax Measure annual budget appropriation specifies that all revenues from the Public Safety Sales Tax Measure shall be used only for improving the community’s public safety, with the revenue to be directed in support of the Police and Fire Departments, in the proportions of sixty percent (60%) to Police and forty percent (40%) to Fire and verify that the City establishes separate funds into which these specific monies are deposited and that such funds are separate for Police and Fire and are the source of their respective expenditures as established in the annual budget appropriation reviewed by the Committee and approved by resolution of the Council.

D. MAINTENANCE OF EFFORT

Maintenance of Effort. Verify the City does not use Measure G funds to replace General Fund operating budget contributions for the Police and Fire Departments by comparing the baseline maintenance of effort budgets. The baseline for this purpose shall be the Fiscal Year 2013-2014 Adopted General Fund budgeted City contribution amounts for Police and Fire operations. The Police Department Fiscal Year 2013-2014 Adopted General Fund operating City budget contribution amount is $12,359,924; and the Fire Department Fiscal Year 2013-2014 Adopted General Fund operating City budget contribution amount is $5,672,299.

E. CONTINGENCY RESERVE FUND

Contingency/Reserve Fund. Because the Public Safety Sales Tax Measure is used for essential services that are needed during both good and bad economic times, the Committee shall verify that the City has established a Contingency/Reserve Fund adequate to ensure that services are maintained in the event sales tax revenues decline. Such funds shall be established for the Public Safety Sales Tax Measure Contingency/Reserve Fund. The Contingency/Reserve Fund containing ten percent (10%) of the annually budgeted revenues will be established. In any given year when the Contingency/Reserve Fund holds less than the required ten percent (10%) of annual revenues, the first use of funds will be to implement the plan’s current year program and then to establish or re-establish the Contingency/Reserve fund. If actual revenues in any given year are less than budgeted revenues, the City Council may use the Contingency/Reserve Fund.

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2 WMC. Subdivision (a) of Section 3-6-1102.
3 WMC. Subdivision (b) of Section 3-6.1102.
4 WMC. Subdivision (c) of Section 3-6.1102.
F. PRIORITY FOR ADDITIONAL REVENUE

Priorities. The Committee shall verify that if the Contingency/Reserve Fund is fully funded and all annual planned expenditures have been implemented, that any additional unanticipated sales tax revenues shall be used first to accelerate the implementation of the expenditure plans and then to provide additional public safety facilities, personnel, and equipment and youth violence prevention based upon the specific needs of the community with the review and recommendation of the Revenue Measure Oversight Committee and approval of the City Council.

3.2 INFORM

A. SECOND INDEPENDENT VERIFICATION OF REVENUE AND EXPENSES

The City Revenue Measure Oversight Committee shall serve in an oversight capacity to at least twice a year meet and review revenues and expenditures and provide a second independent verification that all expenditures are being made as promised to Watsonville residents.

B. TWICE A YEAR COUNCIL OVERSIGHT COMMITTEE REPORT AND COUNCIL REVIEW.

The twice a year findings and report of the City Revenue Measure Oversight Committee shall be reviewed by the City Council at a publicly noticed meeting of the Council and made available to the public at least twice a year. The Committee findings presented to the Council, in public session, shall include the following:

(i) A statement indicating whether the City is in compliance with the requirements of Measure G; and

(ii) A summary of the Committee's proceedings and activities since the last report.

C. ANNUAL COUNCIL REVIEW OF INDEPENDENT AUDITOR MEASURE G REPORT

The report of the independent auditor required by subdivision (b) of Section 3-6-1102 shall be reported to the Council at least annually.

D. COMMUNICATIONS TO PUBLIC

The Committee shall inform the public concerning the City's expenditure of Measure G revenues. In fulfilling this duty, all official communications to either the Council or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority of the Committee.

3.3. COUNCIL AND CITY MANAGER DUTIES

Either the Council or the City Manager, shall have the following powers reserved, and the Committee shall have no jurisdiction over the following types of activities:

(a) Approval of contracts,
(b) Selection of personnel,
(c) Appropriation of funds,
(d) All legal matters, and
(e) Approval of plans and schedules.

5 WMC. Subdivision (f) of Section 3-6.1102.
3.4. **Limit to Measure G Expenditures Only.**

In recognition of the fact that the Committee is charged with overseeing the expenditure of Measure G proceeds, the Council has not charged the Committee with responsibility for:

(a) Projects paid with or through the General Fund or grant funds or the sale of surplus property without Measure G funds shall not be within the authority of the Committee.

(b) The establishment of priorities and order of law enforcement and fire service management decisions shall be made by the City Manager, Police Chief, Fire Chief and Council in its sole discretion.

(c) The selection of professional service firms as are based on City criteria established by the Council in its sole discretion.

(d) The approval of the methods and timing shall be by the Council in its sole discretion who shall report to the Committee on any cost saving techniques considered or adopted by the Council.

(e) The selection of independent audit firm(s), and such other persons as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Measure G.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Mayor's sole discretion as part of carrying out its function under Measure G.

**SECTION 4. Authorized Activities.**

In order to perform the duties set forth in Section 3, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the City's annual independent performance audit and the Comprehensive Annual Financial Report, the City Budget, periodic financial statements furnished to the Committee and the Measure G Revenue annual independent financial audit.

(b) Inspect City public records for which Measure G revenue has been or will be expended, in accordance with any lawful access procedure established by the City Manager.

(c) Review efforts by the City to maximize effective use of Measure G revenue proceeds by implementing various cost-saving measures.

**SECTION 5. Membership.**

5.1 **Number.**

The Committee shall consist of a minimum of eleven (11) members appointed by the Mayor.

5.2 **Qualification Standards.**

(a) To be a qualified person, he or she must be at least 18 years of age.

(b) The Committee may not include any elected or appointed official of the City or any vendor, contractor or consultant of the City.

5.3 **Ethics Conflict of Interest.**

Members of the Committee are not subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 et seq.), and are not required to complete the Form 700.

However, each member shall comply with the Committee Ethics Policy attached as "Exhibit "A” to these Bylaws.

5.4 **Term.**

Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as
of the date of the appointment by the Mayor. The original Committee was appointed September 9, 2014. No member may serve more than two (2) consecutive terms. Members whose term has expired may continue to serve on the Committee for a period not exceeding 180 days until a successor has been appointed.

5.5 REMOVAL; VACANCY.

The Mayor may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Mayor shall fill any vacancies on the Committee. Vacancies shall be filled within 180 days. Members whose terms have expired may continue to serve on the Committee until their successor has been appointed.

5.7 COMPENSATION.

The Committee members shall not be compensated for their services.

5.8 AUTHORITY OF MEMBERS.

(a) Committee members shall not have the authority to direct City staff.
(b) Individual members of the Committee retain the right to address the Council, either on behalf of the Committee or as an individual.
(c) The Committee and its members shall have the right to request and receive copies of reports and records relating to Measure G which have been prepared for the Council and which have become a public record.

SECTION 6. MEETINGS OF THE COMMITTEE.

6.1 REGULAR MEETINGS.

The Committee is required to meet at least twice a year.

6.2 LOCATION.

All meetings shall be held within the City of Watsonville.

6.3 PROCEDURES.

All meetings shall be noticed and open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Meetings shall be conducted according to Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century and such additional procedural rules as the Committee may adopt. A majority (6) of the eleven Committee members shall constitute a quorum for the transaction of any business. The Committee shall not discuss items or subjects unless they are on the agenda for the meeting.

SECTION 7. CITY SUPPORT.

Administrative overhead to the Committee for accounting, payroll and human resources related to Measure G shall not exceed two percent (2%) of annually budgeted revenues. The amount of the 2% cap on expenditures and the actual expenditures will be reported to the Committee. Subject to said restriction, the City shall provide to the Committee necessary technical and administrative assistance as follows:

(a) Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the City Council;

6 At the Committee's first meeting after adoption of the original by-laws members drew lots to select a minimum of six members to serve for an initial two (2) year term and the remaining members for an initial three (3) year term so that the terms of all members would not expire at the same time.
(b) Provision of a meeting room, including any necessary audio/visual equipment;
(c) Preparation and copies of any documentary meeting materials, such as agendas and reports;
(d) Retention of all Committee records,
(e) Providing public access to such records on an Internet website maintained by the City, and
(f) Printing and mailing of any required reports

City staff shall attend all Committee proceedings in order to report on the status of projects and the expenditures of Measure G revenue. City staff shall annually present the report required by subdivision (b) of Section 3-6.1102 (Fiscal Accountability Protections) to the Committee before the Comprehensive Annual Financial Report and the audit is presented to the City Council in order to allow the Committee sufficient time before the Council meeting to review, question and comment.

SECTION 8. REPORTS.

In addition to the Annual Report required in Section 3.3, the Committee may, in its sole discretion, report to the Council from time to time in order to advise the Council on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

SECTION 9. OFFICERS.

The Mayor, shall appoint the initial chair and vice-chair of the Committee. Thereafter the Committee shall annually elect the chair and vice chair in a meeting. The vice-chair shall act as chair only when the chair is absent. No person shall serve as chair or vice chair for more than two consecutive one-year terms.

SECTION 10. AMENDMENT OF BYLAWS.

Any amendment to these Bylaws shall require approval by a majority vote of the Council.

SECTION 11. EXPIRATION.

The Committee’s role shall expire and shall wind up its and terminate its work, publish its final report and disband as soon as possible after the Public Safety Sales Tax Measure expires after seven (7) years.
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIFTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF WATSONVILLE AND BEATRIZ VÁZQUEZ FLORES FOR EMPLOYMENT AS CITY CLERK

Amends Resolution No. 120-15 (CM)

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

1. That the Fifth Amendment to the Contract between the City of Watsonville and Beatriz Vázquez Flores for employment as City Clerk of the City of Watsonville, which Fifth Amendment is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the Mayor be and is hereby authorized and directed to execute the Fifth Amendment to Contract for and on behalf of the City of Watsonville.

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Reso No. (CM)
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AJS ______ CAM ______
CONTRACT WILL BE AVAILABLE AFTER CLOSED SESSION.
MEMORANDUM

DATE: February 9, 2017

TO: Charles A. Montoya, City Manager

FROM: Personnel Commission

SUBJECT: Approval of new job classifications and job descriptions for Water Services Division of the Public Works and Utilities Department

AGENDA ITEM: February 14, 2017

RECOMMENDATION:
It is recommended that the City Council approve the following job descriptions and job classifications at the indicated salaries and repeal the Field Services Supervisor and Field Services Manager job classifications:

- Water Services Technician I ($3,588.46 - $4,808.88 per month)
- Water Services Technician II ($4,053.81 - $5,432.49 per month)
- Water Services Technician III ($4,700.10 - $6,298.58 per month)
- Water Services Crew Leader ($5,207.31 - $6,978.29 per month)
- Water Services Supervisor ($5,888.53 - $7,891.19 per month)
- Water Services Manager ($6,544.32 - $8,770.01 per month)

The Personnel Commission met on February 7, 2017 to consider these changes and recommends City Council approval. In addition, the union representing the majority of these positions, Operating Engineers Local No. 3, is in agreement with these changes as are the impacted employees. The Mid-Management unit and its impacted employees are also in agreement with the proposed changes.

DISCUSSION:
The Public Works & Utilities Department (Department) recently conducted an analysis of its Field Services Division (Division) in order to compare staff job classifications and salary compensation with local water agencies. As a result of the analysis the Department concluded that the current staff classification does not accurately reflect the duties performed by the Division which is proposed to be re-named the Water Services Division.
The Division’s current staff classifications consist of the following:

<table>
<thead>
<tr>
<th>Classification</th>
<th>FTE</th>
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<tbody>
<tr>
<td>Utility Worker I</td>
<td>8</td>
</tr>
<tr>
<td>Utility Worker II</td>
<td>1</td>
</tr>
<tr>
<td>Utility Worker III</td>
<td>4</td>
</tr>
<tr>
<td>Utility Crew Leader</td>
<td>2</td>
</tr>
<tr>
<td>Water Operations Supervisor</td>
<td>1</td>
</tr>
</tbody>
</table>

The Utility Worker series was originally established to create a classification that could be utilized in various aspects related to heavy construction, heavy equipment operation in various areas within the City. Staff in this classification was assigned to work at the Landfill, Airport, Streets, and Field Services. Over the years certain areas have become specialized due to increased operational challenges or regulatory requirements. For example landfill staff requires commercial licensing with special endorsements to perform essential tasks; airport staff requires FAA certification in order perform critical activities to ensure safety and proper management of the airport; and field services staff requires certification in water distribution to ensure a safe and efficient potable water system.

Field Services has been experiencing a significant number of challenges in recent years. In the past two years the Division has faced significant challenges with recruitment and employee retention. The utility worker job classifications are no longer reflective of the work being performed and it has been increasingly difficult to attract a pool of candidates with the experience necessary.

The Division has established ambitious goals in order to address aging infrastructure which has resulted in numerous serious breaks in the potable water distribution system. Furthermore, the City Council authorized a rate increase to address water system deficiencies in order to continue to provide high level of service and maintain public confidence in the water system.

Additionally, the Division had been experiencing high turn-over due to an increased demand for qualified labor force within the water industry. Recently, local water agencies in our area have seen high numbers of vacancies due to retirements creating a demand for qualified labor. The Division has historically encouraged staff to seek water industry certifications in order to develop a top caliber labor force and provide incentives for increased earnings.

The Utility Worker I/II classifications currently do not require certifications; however, there is currently “certificate pay” available for employees acquiring relevant certifications. The “certificate pay” incentive has been successful. Staff has able to attain certificates and this has increased their knowledge in the water distribution field, however, an undue consequence has been that a significant number of staff has transferred to higher paying jobs within the City and to other water agencies once a certain level of certification and experience are achieved.

The Division has suffered due to this on-going loss of talent and experience. In the last six months the Division saw eight staff members (over half of the team) leave its ranks. The
reason for leaving was almost entirely due to the under-market salaries being offered by the City.

**Departmental Analysis**
The Department conducted an analysis in order to evaluate duties, salaries, and job classifications in an effort to identify opportunities to improve performance and provide employee advancement and talent retention. The Department’s assessment was that the current job classifications, salaries/benefits and duties were not meeting the operational needs of the Division.

The analysis included a comparison to the following local agencies: City of Santa Cruz, Marina Coast Water District, Scotts Valley Water District, City of Morgan Hill and City of Gilroy. Some of the main points revealed the following:

- Watsonville was the only agency that did not require “water certificates” within all of its job classification series.
- Watsonville’s job classification duties were not 100% specific to water distribution while other agencies have classifications that contained duties specific to water distribution.
- Watsonville salaries were at a range of 9% to 23.9% less than the median salaries of the respective agencies.

Based on the results of the analysis the Department concluded that a new classification with clearly defined duties related to water distribution would support the Division’s goals and vision for the future. The Department believes that coupling classifications to State water certifications and training will provide specific professional development and technical knowledge. In addition, a new classification will need to contain salaries competitive in the local water industry. This latter is expected to help with talent retention and acquisition.

The Department would like to develop a new job classification series named “Water Services Technician”. The new classification focuses on water distribution and includes the following examples of essential duties and qualifications:

**Essential duties**
- Perform appropriate installation, repair, modification or fabrication duties of various City pipelines per City specifications
- Installs, repairs, and maintains streets, sewers, storm drains, fire hydrants, or as related to the construction and maintenance of the water distribution system mains
- Ability to identify and use transition couplings, full circle repair clamps, pipeline adapters, compression fittings and other water related repair materials.
- Familiarity with ductile iron, asbestos concrete, copper, brass, and plastic pipes.
- Loads, unloads, and operates trucks to transport maintenance supplies, materials, and equipment using heavy equipment, such as front-end loader, backhoe or forklifts.
- Ability to use gas detectors, jackhammer, compactor, chipping gun, cutoff saw, tapping machine, saw cutter, silver solder, gas torch, boring machine, cement mixer, welder, compressor, pipe freezer, generator, pumps, and rotary hammer.
- Ability to operate or familiar with dump truck, forklift and a variety of other hand and
power tools, as well as heavy equipment including backhoe, skiploader, excavator, water truck and compaction roller.

- Able to assist in the disinfection of newly installed water mains and during emergency repairs of water mains and services
- Knowledgeable of and able to operate system transmission and distribution mainline valves
- Makes taps, installs valves, repairs and installs copper and plastic services
- Ability to read and interpret blueprints, maps, atlases, and MSDS.
- Comply with City dechlorinating procedures and storm water best management practices
- Identify utility markings at job site to determine location for excavation.
- Perform pre-trip safety inspection on vehicles and equipment to be used daily. Ensure parts and materials are available and stocked on the crew truck.
- Cleans streets; keeps streets clear of trash as assigned

Proposed Water Services Job Classification Series: License and Certification

Water Services Technician I
- Possession of or obtain within 6 months a valid Class B California Driver’s License and a safe driving record, and possession of or obtain within 12 months a valid Class A California Driver’s License.
- Possession of or obtain within 12 months a Grade-I State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may authorize an additional 6 months for a current employee to obtain this certification.

Water Services Technician II
- Possession of a valid Class A California Driver’s License and a safe driving record
- Minimum Two years of work experience comparable to that of a Water Services Technician I with the City of Watsonville
- Possession of or obtain within 12 months a Grade-II State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may authorize an additional 6 months for a current employee to obtain this certification.

Water Services Technician III
- Possession of a Class A California Driver’s License with the following endorsements: tankers, double-triples and airbrake, and a safe driving record
- Possession of or obtain within 12 months a Grade III State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may authorize an additional 6 months for a current employee to obtain this certification.

Water Services Crew Leader
- A valid Class A California Driver’s license with the following endorsements: tankers, double, Triples and airbrake and stick shift endorsements, and a safe driving record
- Possession of or obtain within 12 months a Grade-IV State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may
authorize an additional 6 months for a current employee to obtain this certification.

**Water Services Supervisor**
- A valid Class C California Driver’s License and a safe driving record
- Possession of or obtain within 12 months a Grade-IV State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may authorize an additional 6 months for the employee to obtain this certification.
- Possession of or obtain within 12 months a Grade-I State Water Resource Control Board Water Treatment Operator Certification. The Director of Public Works may authorize an additional 6 months for current employees to obtain this certification.
- This position will replace the existing Field Services Supervisor position.

**Water Services Manager**
- A valid Class C California Driver’s License and a safe driving record
- Possession of or obtain within 12 months a Grade-IV State Water Resource Control Board Water Distribution Operator Certification. The Director of Public Works may authorize an additional 6 months for the employee to obtain this certification.
- Possession of or obtain within 12 months a Grade-II State Water Resource Control Board Water Treatment Operator Certification. The Director of Public Works may authorize an additional 6 months for current employees to obtain this certification.
- This position will replace the existing Field Services Manager position.

The Department proposes the following salaries for the Water Services Technician series:

<table>
<thead>
<tr>
<th>Position</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Services Technician I</td>
<td>$3,588.46</td>
<td>$3,767.88</td>
<td>$3,956.28</td>
<td>$4,154.09</td>
<td>$4,361.80</td>
<td>$4,579.89</td>
<td>$4,808.88</td>
</tr>
<tr>
<td>Water Services Technician II</td>
<td>$4,053.81</td>
<td>$4,256.50</td>
<td>$4,469.33</td>
<td>$4,692.79</td>
<td>$4,927.43</td>
<td>$5,173.80</td>
<td>$5,432.49</td>
</tr>
<tr>
<td>Water Services Technician III</td>
<td>$4,700.10</td>
<td>$4,935.11</td>
<td>$5,181.86</td>
<td>$5,440.95</td>
<td>$5,713.00</td>
<td>$5,998.65</td>
<td>$6,298.58</td>
</tr>
<tr>
<td>Water Services Crew Leader</td>
<td>$5,207.31</td>
<td>$5,467.68</td>
<td>$5,741.06</td>
<td>$6,028.11</td>
<td>$6,329.52</td>
<td>$6,645.99</td>
<td>$6,978.29</td>
</tr>
<tr>
<td>Water Services Supervisor</td>
<td>$5,888.53</td>
<td>$6,182.96</td>
<td>$6,492.1</td>
<td>$6,816.71</td>
<td>$7,157.55</td>
<td>$7,515.41</td>
<td>$7,891.20</td>
</tr>
<tr>
<td>Water Services Manager</td>
<td>$6,544.32</td>
<td>$6,871.54</td>
<td>$7,215.11</td>
<td>$7,575.87</td>
<td>$7,954.66</td>
<td>$8,352.39</td>
<td>$8,770.01</td>
</tr>
</tbody>
</table>

These salaries are proposed based on the market data received by comparing similar cities with positions performing the same scopes of work. The salary ranges for the Water Services Technician I, II, and III are proposed to be raised by 15% above the current corresponding Utility Worker classifications due to the increasing level of technical ability required by these positions and the now mandatory certification requirements at all levels.

The Water Services Crew Leader is proposed to be increased by 10% above the current Utility Crew Leader position. The Water Services Supervisor is currently not filled, but this classification will replace the Field Services Supervisor job classification that has not been filled for many years. The Water Services Manager position is currently held by the classification of Water Operations Supervisor and this salary range will remain the same.
Utility Worker Series
The Utility Worker series will also need to be updated in order to avoid duplication of duties and to maintain relevance to the scope of work performed by employees assigned to other divisions and departments in the City. These proposed changes are currently being discussed and will be brought before the Personnel Commission and the City Council when finalized.

Conclusion
The Department recommends the creation of a “Water Service Technician” series; Water Services Crew Leader, Water Services Supervisor, and Water Services Manager classifications. Current employees in Field Services will be reclassified from the Utility Worker series to the Water Services Technician series if approved. Current employees will have twelve months to obtain the newly required certifications required of the positions. The financial investment associated with the recommendation helps the department move forward to accomplish goals to maintain its water distribution infrastructure and will provide for a more technically skilled labor force.

FINANCIAL IMPACT:
The proposed changes which are expected to cost approximately $114,800 annually can be absorbed in the current budget.

ALTERNATIVES:
The City Council could decide not to approve the new job descriptions and salaries.

cc: City Attorney
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AND AUTHORIZING THE NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR WATER SERVICES CREW LEADER AT THE ESTABLISHED SALARY RANGE OF $30.0422 - $40.2594 PER HOUR

WHEREAS, on February 7, 2017, the Personnel Commission of the City of Watsonville reviewed and recommended to the City Council the new job classification and job description of Water Services Crew Leader; and

WHEREAS, the City Manager has submitted his report and recommendation to the City Council to approve and authorize the new job classification and job description of Water Services Crew Leader, a copy of which is attached hereto and incorporated herein by this reference.

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

That the job classification and description of Water Services Crew Leader is hereby approved and authorized at the established Salary Range of $30.0422 - $40.2594 per hour.

**********************************************************
City of Watsonville
Job Description

JOB TITLE: Water Services Crew Leader

DATE APPROVED:

DEPARTMENT: Public Works and Utilities

SUPERSEDES:

REPORTS TO: Receives limited supervision from Water Services Supervisor and Water Services Manager. Fills in during the absence of the Water Services Supervisor

SUPERVISION: Exercises direct supervision over assigned work crews

EMPLOYEE UNIT: Mid-Management

JOB SUMMARY:
Directs and leads the work of crews in a variety of semi-skilled and skilled assignments in the construction, maintenance, and repair of City water distribution system, mains, services and other water related apparatuses; and performs related work as assigned. Install, maintain, repair, fabricate and modify pipelines, valves, hydrants, air-vacs, backflow devices, fire lines and services of City pipelines and facilities. Provide miscellaneous support to other operations and maintenance crews. To perform a variety of skilled and semi-skilled work in the construction, maintenance and repair of streets, storm drains, sewer systems, landfill, water mains and other elements of the City’s infrastructure.

DISTINGUISHING CHARACTERISTICS
This job class functions at an advanced journey level of classification and receives limited supervision within a framework of standard policies and procedures, and is expected to act at a working full supervisory level which includes training, directing, coordinating, and formally evaluating the work of subordinate work crews.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Leads work crews in the performance of a variety of maintenance and construction duties
- Provides leadership, supervision, guidance and training to less experienced workers
- Performs and directs the full range of maintenance, repair, and construction work assignments
- Operates and supervises the operation of a variety of medium and heavy equipment and hand tools including backhoe, front-end loader, dump truck, and a variety of water construction related equipment and provides training to others in this equipment
- Determines quantity and type of tools, materials, equipment and labor needed for special assignments
- Directs construction work from blueprints and surveyor stakes
- Directs and performs routine maintenance and safety checks on assigned equipment and vehicles; reports the need for repairs
- Conducts employee evaluations along with Water Services Supervisor or Manager
- Assists with estimating project cost and time requirements
- Creates “as-builts” of work performed and maintains records as assigned
- Prepares daily and project reports for supervisor
• Performs related duties similar to the above in scope and function as required

EMPLOYMENT STANDARDS

Knowledge of:
• Procedures for supervision and training of work crews
• Water and public works standards and procedures for supervision and training of work crews
• Uses and functions of a variety of maintenance and construction equipment used in public works projects
• Methods, materials, and practices utilized in water and public works maintenance and construction activities
• Safety programs and practices

Ability to:
• Supervise work crews in the safe and efficient performance of construction and maintenance projects
• Understand and follow oral and written instructions
• Effectively train others to safely and correctly perform tasks
• Establish and maintain effective work relationships with those contacted in the performance of required duties

PHYSICAL REQUIREMENTS:
Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

• Meet the physical requirements necessary to safely and effectively perform required duties
• Hear and distinguish various sounds, such as voices of co-workers in noisy environments, pager, cell phone, etc.
• Use a keyboard
• Drive an automobile
• Hear adequately to converse on the telephone, radio, cellular phone, and in person
• Use a computer keyboard
• Intermittently bend, twist, and reach
• Get in and out of a truck
• Safely and effectively work on ladders and tall structures
• Be exposed to chemicals, bacteria and influent.
• Climb up and down ladders and stairs.
• Grasp with right and left hands.
• Use fine hand manipulation.
• Perform manual labor involving frequent bending, pulling, pushing, lifting, squatting, twisting, turning, climbing and carrying of weights up to 50 lbs.
• Hear and distinguish various sounds, such as abnormal equipment sounds, voices of co-workers in noisy environments, pager, cell phone, etc.
• Walk on uneven surfaces.
• Work outside in inclement weather
• operate large heavy equipment while sitting for prolonged periods of time in outdoor environments and subject to all weather conditions
• work under conditions as confined spaces, high noise levels, strong and unpleasant odors, vibration from equipment, exposure to dust, toxic substances and/or chemical irritants (within legal exposure limits)
• distinguish colors
• reach above and at shoulder height
• safely and effectively operate light, medium and heavy maintenance and construction equipment

**TRAINING AND EXPERIENCE:**

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

Three (3) years of experience comparable to that of the Water Service Technician III with the City of Watsonville

**LICENSE & CERTIFICATION:**

• Possession of a Class A California Driver’s License with the following endorsements: tankers, double-triples and airbrake, stick-shift, safe driving record
• Possession of a Grade-IV State Water Resource Control Board Water Distribution Operator Certification

The licenses and certifications above must be maintained throughout employment in this job classification.
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AND AUTHORIZING THE NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR WATER SERVICES TECHNICIAN I AT THE ESTABLISHED SALARY RANGE OF $20.7027 - $27.7435 PER HOUR

WHEREAS, on February 7, 2017, the Personnel Commission of the City of Watsonville reviewed and recommended to the City Council the new job classification and job description of Water Services Technician I; and

WHEREAS, the City Manager has submitted his report and recommendation to the City Council to approve and authorize the new job classification and job description of Water Services Technician I, a copy of which is attached hereto and incorporated herein by this reference.

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

That the job classification and description of Water Services Technician I is hereby approved and authorized at the established Salary Range of $20.7027 - $27.7435 per hour.
City of Watsonville  
Job Description

JOB TITLE: Water Services Technician I  
DATE APPROVED:

DEPARTMENT: Public Works & Utilities  
SUPERSEDES: N/A

REPORTS TO: Water Services Manager  
SUPERVISION: None

EMPLOYEE UNIT: OE3  
FLSA: Non-exempt

JOB SUMMARY:
Under supervision, performs a variety of semi-skilled and skilled assignments in the construction, maintenance, and repair of City water distribution system, mains, services and other water related apparatuses; and performs related work as assigned. Install, maintain, repair, fabricate and modify pipelines, valves, hydrants, air-vacs, backflow devices, fire lines and services of City pipelines and facilities. Provide miscellaneous support to other operations and maintenance crews. Positions in this classification are assigned on a work crew that may work on City streets, storm drains, and sewer systems when needed.

DISTINGUISHING CHARACTERISTICS

Water Services Technician I
Employees in this classification receive supervision within a framework of well-defined policies and procedures. The job class performs semi-skilled maintenance, repair, and construction tasks while learning and assisting in skilled tasks. This job class is the entry and training level classification in the Water Services Technician series and requires limited or no experience in related areas.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Perform appropriate installation, repair, modification or fabrication duties of various City pipelines per City specifications
- Installs, repairs, and maintains streets, sewers, storm drains, fire hydrants, as related to the construction and maintenance of the water distribution system
- Ability to identify and use transition couplings, full circle repair clamps, pipeline adapters, compression fittings and other water related repair materials
- Familiarity with ductile iron, asbestos concrete, copper, brass, and plastic pipes
- Loads, unloads, and operates trucks to transport maintenance supplies, materials, and
equipment using heavy equipment, such as front-end loader, backhoe or forklifts

- Ability to use gas detectors, jackhammer, compactor, chipping gun, cutoff saw, tapping machine, saw cutter, silver solder, gas torch, boring machine, cement mixer, welder, compressor, pipe freezer, generator, pumps, rotary hammer
- Ability to operate or familiar with dump truck, forklift and a variety of other hand and power tools, as well as heavy equipment including backhoe, skip-loader, excavator, water truck and compaction roller
- Able to assist in the disinfection of newly installed water mains and during emergency repairs of water mains and services
- Knowledgeable of and able to operate system transmission and distribution mainline valves
- Makes taps, installs valves, repairs and installs copper and plastic services
- Ability to read and interpret blueprints, maps, atlases, and MSDS
- Comply with City dechlorinating procedures and storm water best management practices
- Identify utility markings at job site to determine location for excavation
- Perform pre-trip safety inspection on vehicles and equipment to be used daily. Ensure parts and materials are available and stocked on the crew truck
- Cleans streets; keeps streets clear of trash as assigned
- Sets-up safety control zones for re-routed traffic; acts as flagman for traffic control and comply with county and Cal-Trans traffic control safety specifications
- Assume role of City representative to communicate with customers affected by scheduled work
- Maintains records and prepares reports related to assignment as assigned
- Performs semi-skilled and skilled physical duties Performs related duties similar to the above in scope and function as required

EMPLOYMENT STANDARDS

Knowledge of:

- basic methods and tools used in general construction and maintenance work of water distribution systems
- safe work practices
Ability to:

- be proficient in a variety of semi-skilled and skilled water distribution maintenance, repair, and construction assignments
- safely use of hand and power equipment
- learn to safely and effectively operate light to heavy maintenance and construction equipment
- understand and follow oral and written instructions meet the physical requirements necessary to safely and effectively perform required duties
- Obtain forklift certifications.
- establish and maintain effective work relationships with those contacted in the performance of required duties
- drive and maintain a safe driving record and operate heavy equipment
- work outdoors in adverse weather conditions

PHYSICAL REQUIREMENTS:
Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Meet the physical requirements necessary to safely and effectively perform required duties
- hear and distinguish various sounds, such as voices of co-workers in noisy environments and sounds of operating equipment
- drive an automobile
- hear adequately to converse on the telephone, radio, cellular phone, and in person
- use a computer keyboard
- intermittently bend, twist, and reach
- get in and out of a truck
- Safely and effectively work on ladders and tall structures
- Be exposed to chemicals, bacteria and influent.
- Climb up and down ladders and stairs.
- Grasp with right and left hands.
- Use fine hand manipulation.
- Perform manual labor involving frequent bending, pulling, pushing, lifting, squatting, twisting, turning, climbing and carrying of weights up to 50 lbs.
- Hear and distinguish various sounds, such as abnormal equipment sounds, voices of co-workers in noisy environments, pager, cell phone, etc.
- walk on uneven surfaces.
- work outside in inclement weather
- Operate large heavy equipment while sitting for prolonged periods of time in outdoor environments and subject to all weather conditions
- work under conditions as confined spaces, high noise levels, strong and unpleasant odors, vibration from equipment, exposure to dust, toxic substances and/or chemical irritants (within legal exposure limits)
- distinguish colors
- reach above and at shoulder height
**TRAINING AND EXPERIENCE:**

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

- At least one year of experience in underground construction or water related fields

**LICENSE & CERTIFICATION:**

- Possession of a valid California Class C Driver’s License and a safe driving record
- Possession of or obtain within six (6) months a valid Class B California Driver’s License and a safe driving record
- Possession of or obtain within twelve (12) months a valid Class A California Driver's License and a safe driving record with the following endorsements tanker, double-triple, airbrake
- Possession of or obtain within twelve (12) months a Grade-1 State Water Resource Control Board Water Distribution Operator Certification

The licenses and certifications above must be maintained throughout employment in this job classification.
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AND AUTHORIZING THE NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR WATER SERVICES TECHNICIAN II AT THE ESTABLISHED SALARY RANGE OF $23.3874 - $31.3413 PER HOUR

WHEREAS, on February 7, 2017, the Personnel Commission of the City of Watsonville reviewed and recommended to the City Council the new job classification and job description of Water Services Technician II; and

WHEREAS, the City Manager has submitted his report and recommendation to the City Council to approve and authorize the new job classification and job description of Water Services Technician II, a copy of which is attached hereto and incorporated herein by this reference.

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

That the job classification and description of Water Services Technician II is hereby approved and authorized at the established Salary Range of $23.3874 - $31.3413 per hour.

*********
City of Watsonville
Job Description

JOB TITLE: Water Services Technician II

DATE APPROVED:

DEPARTMENT: Public Works

SUPERSEDES: N/A

REPORTS TO: Water Services Manager

SUPERVISION:

EMPLOYEE UNIT: OE3

FLSA: Non-exempt

JOB SUMMARY:
Under supervision, performs a variety of semi-skilled and skilled assignments in the construction, maintenance, and repair of City water distribution system, mains, services and other water related apparatuses; and performs related work as assigned. Install, maintain, repair, fabricate and modify pipelines, valves, hydrants, air-vacs, backflow devices, fire lines and services of City pipelines and facilities. Provide miscellaneous support to other operations and maintenance crews. Positions in this classification are assigned on a work crew that may work on City streets, storm drains, and sewer systems when needed.

DISTINGUISHING CHARACTERISTICS
Employees in this classification receive general supervision within a framework of standard policies and procedures. This job class may train, direct, and monitor the work of others in the accomplishment of specific projects as assigned. This job class exercises responsibility for performing a wide variety of maintenance, repair, and heavy construction tasks at a skilled level. This job class functions at a full journey level of classification. Employees in this classification may be required to participate in the Division’s standby program.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Perform appropriate installation, repair, modification or fabrication duties of various City pipelines per City specifications
- Installs, repairs, and maintains streets, sewers, storm drains, fire hydrants, as related to the construction and maintenance of the water distribution system
- Ability to identify and use transition couplings, full circle repair clamps, pipeline adapters, compression fittings and other water related repair materials.
- Familiarity with ductile iron, asbestos concrete, copper, brass, and plastic pipes.
- Loads, unloads, and operates trucks to transport maintenance supplies, materials, and equipment using heavy equipment, such as front-end loader, backhoe or forklifts.
- Ability to use gas detectors, jackhammer, compactor, chipping gun, cutoff saw, tapping machine, saw cutter, silver solder, gas torch, boring machine, cement mixer, welder, compressor, pipe freezer, generator, pumps, rotary hammer.
- Ability to operate or familiar with dump truck, forklift and a variety of other hand and power tools, as
well as heavy equipment including backhoe, skip-loader, excavator, water truck and compaction roller.

- Able to assist in the disinfection of newly installed water mains and during emergency repairs of water mains and services
- Knowledgeable of and able to operate system transmission and distribution mainline valves
- Makes taps, installs valves, repairs and installs copper and plastic services
- Ability to read and interpret blueprints, maps, atlases, and MSDS.
- Comply with City dechlorinating procedures and storm water best management practices
- Identify utility markings at job site to determine location for excavation.
- Perform pre-trip safety inspection on vehicles and equipment to be used daily. Ensure parts and materials are available and stocked on the crew truck.
- Cleans streets; keeps streets clear of trash as assigned
- Sets-up safety control zones for re-routed traffic; acts as flagman for traffic control and comply with county and Cal-Trans traffic control safety specifications
- Assume role of City representative to communicate with customers affected by scheduled work.
- Maintains records and prepares reports related to assignment as assigned
- Performs semi-skilled and skilled physical duties Performs related duties similar to the above in scope and function as required

**EMPLOYMENT STANDARDS**

In addition to the above standards of a Water Services Technician I:

- Complete the probationary period of a Water Services Technician I and receiving a highly-satisfactory rating or above of one additional year after passing the probationary period
- Serve as rotating on-call response person for Water Services duties

**Knowledge of:**

- methods, tools, equipment, and procedures used in water distribution maintenance
- construction work with special emphasis on water mains, services, hydrants, blow-offs, air releases installation,
- operation, and construction of a variety of light to heavy maintenance and construction equipment

**Ability to:**

- Performs basic construction inspection to ensures compliance of City standards by construction contractors relating to underground utilities
- Operates and maintains water valves
- Performs flow tests for the fire department, businesses, property owner
-Flushes water mains and fire hydrants
- Collects water samples from the distribution system and delivers them to laboratory for analysis
- Train and oversee Water Services Technician I's and part-time employees
- Document and complete work orders
- Communicate effectively with co-workers in and out of the division as well as with customers and contractors
- maintain a variety of records and prepare reports related to assignment

**PHYSICAL REQUIREMENTS:**

Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Meet the physical requirements necessary to safely and effectively perform required duties
• hear and distinguish various sounds, such as voices of co-workers in noisy environments and sounds of operating equipment
• drive an automobile
• hear adequately to converse on the telephone, radio, cellular phone, and in person
• use a computer keyboard
• intermittently bend, twist, and reach
• get in and out of a truck
• Safely and effectively work on ladders and tall structures
• Be exposed to chemicals, bacteria and influent.
• Climb up and down ladders and stairs.
• Grasp with right and left hands.
• Use fine hand manipulation.
• Perform manual labor involving frequent bending, pulling, pushing, lifting, squatting, twisting, turning, climbing and carrying of weights up to 50 lbs.
• Hear and distinguish various sounds, such as abnormal equipment sounds, voices of co-workers in noisy environments, pager, cell phone, etc.
• walk on uneven surfaces.
• work outside in inclement weather
• Operate large heavy equipment while sitting for prolonged periods of time in outdoor environments and subject to all weather conditions
• work under conditions as confined spaces, high noise levels, strong and unpleasant odors, vibration from equipment, exposure to dust, toxic substances and/or chemical irritants (within legal exposure limits)
• distinguish colors
• reach above and at shoulder height
• perform manual labor involving frequent bending, pulling, pushing, lifting, climbing and carrying of weights up to 50 lbs.
• hear and distinguish various sounds, such as abnormal equipment sounds, voices of co-workers in noisy environments, pager, cell phone, etc.

TRAINING AND EXPERIENCE:

Any combination of training and experience, which provides the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

• Possession of a valid Class A California Driver’s License and a safe driving record
• Minimum two years of work experience comparable to that of a Water Services Technician I with the City of Watsonville
• Possession of a Grade-II State Water Resource Control Board Water Distribution Operator Certification

LICENSE & CERTIFICATION:

• Possession of a valid California Class A Driver’s License and a safe driving record
• Possession of a Grade-II State Water Resource Control Board Water Distribution Operator Certification is required
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING AND AUTHORIZING THE NEW JOB
CLASSIFICATION AND JOB DESCRIPTION FOR WATER SERVICES
TECHNICIAN III AT THE ESTABLISHED SALARY RANGE OF $27.1160
- $36.3380 PER HOUR

WHEREAS, on February 7, 2017, the Personnel Commission of the City of
Watsonville reviewed and recommended to the City Council the new job classification
and job description of Water Services Technician III; and

WHEREAS, the City Manager has submitted his report and recommendation to
the City Council to approve and authorize the new job classification and job description
of Water Services Technician III, a copy of which is attached hereto and incorporated
herein by this reference.

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

That the job classification and description of Water Services Technician III is
hereby approved and authorized at the established Salary Range of $27.1160 -
$36.3380 per hour.
City of Watsonville
Job Description

JOB TITLE: Water Services Technician III

DATE APPROVED:

DEPARTMENT: Public Works and Utilities

SUPERSEDES: N/A

REPORTS TO: Water Services Manager

SUPERVISION: May oversee and direct work of others

EMPLOYEE UNIT: OE3

FLSA: Non-exempt

JOB SUMMARY:
Performs a variety of semi-skilled and skilled assignments in the construction, maintenance, and repair of City water distribution system, mains, services and other water related apparatuses; and performs related work as assigned. Install, maintain, repair, fabricate and modify pipelines, valves, hydrants, air-vacs, backflow devices, fire lines and services of City pipelines and facilities. Provide miscellaneous support to other operations and maintenance crews. Positions in this classification are assigned on a work crew that may work on City streets, storm drains, sewer systems when needed.

DISTINGUISHING CHARACTERISTICS:
This job classification functions at the journey level and is distinguished from the Water Services Technician II in increased level of responsibility for the coordination of work of others in the accomplishment of specific projects. Employees in this classification may also be assigned to work alone on assigned projects. Employees in this classification receive limited to no supervision within a framework of standard policies and procedures.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Perform appropriate installation, repair, modification or fabrication of various City pipelines per City specifications
- Installs, repairs, and maintains streets, sewers, storm drains, fire hydrants, or water mains
- Ability to identify and use transition couplings, full circle repair clamps, pipeline adapters, compression fittings and other water related repair materials.
- Familiarity with ductile iron, asbestos concrete, copper, brass, and plastic pipes.
- Ability to use gas detectors, jackhammer, compactor, chipping gun, cutoff saw, tapping machine, saw cutter, silver solder, gas torch, boring machine, cement mixer, welder, compressor, pipe freezer, generator, pumps, rotary hammer.
- Ability to operate or familiar with dump truck, forklift and a variety of other hand and power tools, as well as heavy equipment including backhoe, skiploader, excavator, water truck and...
- Performs basic construction inspection to ensure compliance of City standards by construction contractors relating to underground utilities
- Operates and maintains water valves
- Performs flow tests for the fire department, businesses, property owner
- Flushes water mains and fire hydrants
- Collects water samples from the distribution system and delivers them to laboratory for analysis
- Performs the full range of maintenance, repair, and construction work assignments
- Assigns, directs, trains and monitors the work of others in the safe and proper completion of a wide variety of maintenance, repair and construction projects
- Operates a variety of light, medium and heavy equipment
- Determines quantity and type of tools, materials, equipment and labor needed for assigned work
- Reads blueprints and surveyor stakes
- Performs routine maintenance and safety checks on assigned equipment and vehicles; reports the need for major mechanical repairs
- Uses a variety of hand and power tools
- Maintains records and prepares records as assigned
- Informs others concerning status of work completed
- Performs general maintenance duties
- Performs related duties as assigned
- Installs and repairs water and sewer mains, streets, storm drains and hydrants
- Operates a backhoe, dump truck, welding equipment, jack hammer and tamp
- Prunes and removes trees when needed
- Performs AC paving and concrete finishing
- Serves as rotating on-call response person for field service duties
- Constructs/maintains berms, roads, pads and drainage facilities such as ponds
- Operates tractors, compactors, scrapers, graders, dump trucks, water tank trucks and service trucks

**Additional Duties of Water Services Technician III Assigned to Underground Service Locating**

- Locates underground utilities including water, sewer, storm drain, telephone, fiber optics, electric lines, gas lines using specialized equipment
- Maintains computerized records for underground service locates
- Operates and maintain underground service locating equipment
- Coordinates utility locating with contractors, other utility companies, other City personnel, businesses and the public
- Performs basic construction inspection to ensure compliance of City standards by construction contractors relating to underground utilities
- Operates and maintains water valves
- Performs flow tests for the fire department, businesses, property owner
- Flushes water mains and fire hydrants
- Collects water samples from the distribution system and delivers them to laboratory for analysis
- Knowledge and skills to operate the valve operating truck
- Maintains computerized records of hydrant and valve data
- Coordinates and notifies flushing schedule internally and externally (i.e. contractors, other utility companies, other City personnel, businesses and the public)

EMPLOYMENT STANDARDS:

Knowledge of:
- the safe operation and basic repair of a variety of maintenance and construction equipment
- methods, materials and practices used in public works and utilities maintenance and construction activities
- use of hand tools
- safe work practices

ABILITY TO:
- read blueprints, plans and surveyor stakes
- safely and effectively operate light, medium and heavy maintenance and construction equipment
- perform complex equipment operation assignments in a variety of maintenance and construction situations
- perform skilled and unskilled public works maintenance and construction work
- understand and follow oral and written directions in an independent manner
- direct, train and monitor the work of others
- use a keyboard
- drive an automobile and heavy equipment
- hear and distinguish various sounds, such as voices of co-workers in noisy environments, pager, cell phone, etc.
- work outdoors in adverse weather conditions
- establish and maintain effective work relationships with those contacted in the performance of required duties

PHYSICAL REQUIREMENTS:
Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- Meet the physical requirements necessary to safely and effectively perform required duties
- hear and distinguish various sounds, such as voices of co-workers in noisy environments and sounds of operating equipment
- drive an automobile
- hear adequately to converse on the telephone, radio, cellular phone, and in person
• use a computer keyboard
• intermittently bend, twist, and reach
• get in and out of a truck
• Safely and effectively work on ladders and tall structures
• Be exposed to chemicals, bacteria and influent.
• Climb up and down ladders and stairs.
• Grasp with right and left hands.
• Use fine hand manipulation.
• Perform manual labor involving frequent bending, pulling, pushing, lifting, squatting, twisting, turning, climbing and carrying of weights up to 50 lbs.
• Hear and distinguish various sounds, such as abnormal equipment sounds, voices of co-workers in noisy environments, pager, cell phone, etc.
• walk on uneven surfaces.
• work outside in inclement weather
• Operate large heavy equipment while sitting for prolonged periods of time in outdoor environments and subject to all weather conditions
• work under conditions as confined spaces, high noise levels, strong and unpleasant odors, vibration from equipment, exposure to dust, toxic substances and/or chemical irritants (within legal exposure limits)
• distinguish colors
• reach above and at shoulder height
• perform physical tasks involving frequent bending, lifting, carrying, pushing and pulling of weights up to 50 pounds
• safely and effectively operate light, medium and heavy maintenance and construction equipment

**TRAINING AND EXPERIENCE:**

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

- Minimum of three years of experience comparable to that of a Water Services Technician II with the City of Watsonville
- Employees assigned to Underground Service Locating must be fully knowledgeable about the dynamics of the distribution system.

**LICENSE & CERTIFICATION:**

- Possession of a Class A California Driver’s License with the following endorsements: tankers, double-triples and airbrake, and a safe driving record
- Possession of a Grade-III State Water Resource Control Board Water Distribution Operator Certification is required
RESOLUTION NO.__________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AND AUTHORIZING THE NEW JOB CLASSIFICATION AND JOB DESCRIPTION FOR WATER SERVICES SUPERVISOR AT THE ESTABLISHED SALARY RANGE OF $33.9723 - $45.5261 PER HOUR; AND REPEALING THE JOB CLASSIFICATION AND DESCRIPTION OF FIELD SERVICES SUPERVISOR

Rescinds Resolution No. 207-96 (CM)

WHEREAS, on February 7, 2017, the Personnel Commission of the City of Watsonville reviewed and recommended to the City Council the new job classification and job description of Water Services Supervisor; and

WHEREAS, the City Manager has submitted his report and recommendation to the City Council to approve and authorize the new job classification and job description of Water Services Supervisor, a copy of which is attached hereto and incorporated herein by this reference.

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

1. That the job classification and description of Water Services Supervisor is hereby approved and authorized at the established Salary Range of $33.9723 - $45.5261 per hour.

2. That the job classification and description of Field Services Supervisor is hereby revoked effective immediately.

****************************************************
City of Watsonville
Job Description

JOB TITLE: Water Services Supervisor

DEPARTMENT: Public Works & Utilities

DATE APPROVED:

SUPERSEDES: Field Services Supervisor

REPORTS TO: Receives limited supervision by Water Services Manager

SUPERVISION: Exercises direct supervision over work crews as assigned

EMPLOYEE UNIT: Mid-Management

FLSA: Exempt

JOB SUMMARY:
Assists in the planning, organizing, directing, coordination, and supervision of the maintenance, operation, construction, repair, and development of City water distribution system streets, if necessary sewers mains and/or storm drains. Assist with the development and preparation of operational and capital improvement budgets.

DISTINGUISHING CHARACTERISTICS
This job class functions at the full supervisory working level and requires a thorough knowledge of street services methods, materials, and procedures for ensuring that water mains, hydrants, and service lines are properly installed and maintained.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Assumes the duties of the Water Services & Emergency Response Manager in his/her absence
- Plans, schedules, organizes, directs, coordinates, and supervises the maintenance, operation, construction, and development of the City street system
- Supervises and formally evaluates the work of water services personnel
- Prioritizes projects; determines and requisitions needed personnel, equipment, and materials for various projects
- Supervises the use of a variety of heavy equipment including backhoe, dump truck, and compaction equipment, loader, and truck crane
- Supervises the excavation, installation, and repair of main pipelines and fittings; new water mains, hydrants, and service lines; makes various system changes
- Reads job plans and organizes work schematics
- Maintains records of work hours, equipment, and materials used on jobs; prepares related reports and correspondence
- Trains employees in safe and proper work methods and practices
- Responds to emergency calls
- Assists in budget preparation
- Initiates and carries out improvement projects; prepares and administers contracts for minor projects
• Reviews street, water, and drainage plans
• Oversees proper maintenance of equipment and machinery
• Prepares cost estimates and submits final cost reports; oversees maintenance of project costs for work hours, equipment hours, and materials used; prepares other reports and correspondence as needed
• Inspects facilities for proper completion of work assignments
• Performs related duties similar to the above in scope and function as required

EMPLEYMENT STANDARDS

Knowledge of:
• Use of materials, tools, and equipment related to water system construction and maintenance
• Work scheduling systems
• Principles and techniques of supervision including staffing, employee development, and planning and organizing work
• Methods, materials, equipment, and techniques used in public works maintenance, repair, and construction, particularly as applied to streets, sewer systems, storm drains, and the installation and servicing of water distribution systems
• Laws, rules, ordinances, and regulations related to public works maintenance, construction, and repair
• Designing, planning, and developing specifications for public works maintenance and construction projects
• Long range planning for public works facilities
• Principles of budget preparation and expenditure control
• Safe work practices

Ability to:
• Plan, assign, direct, and coordinate assigned public works maintenance, construction, and repair activities
• Direct and inspect the technical details of project completion
• Prepare estimates of time, material, and equipment needed to perform projects
• Assist in developing specifications and effective recommendations for expansion of public works facilities and ensuring the proper completion of minor contract work
• Assist with the preparation of operating and capital improvement budgets and control of expenditures
• Research and prepare comprehensive and complete reports
• Effectively represent the Public Works and Utilities Department with public groups, other agencies, and organizations as directed
• Establish and maintain effective work relationships with those contacted in the performance of required duties
• Work from plans and specifications
• Train, direct, and formally evaluate the work of others
• Maintain accurate schedules and records
• Make minor repairs and alterations in equipment
• Deal tactfully with the public and private construction representatives
**PHYSICAL REQUIREMENTS:**
Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Meet the physical requirements necessary to safely and effectively perform required duties
- hear and distinguish various sounds, such as voices of co-workers in noisy environments and sounds of operating equipment
- walk on uneven surfaces
- work outside in inclement weather
- climb up and down ladders and stairs
- grasp with right and left hands
- drive an automobile
- hear adequately to converse on the telephone, radio, cellular phone, and in person
- use a computer keyboard
- intermittently bend and twist to reach equipment surrounding desk, perform minor equipment repairs, and get in and out of a truck

**TRAINING AND EXPERIENCE:**
Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

- Must possess (8) years experience in water utilities construction and distribution system maintenance. Five (5) of those five years experience should be as equivalent to a Water Services Crew Leader with the City of Watsonville.

For internal recruitments:
- Five (5) of those eight (8) years experience should be as a Water Services Crew Leader receiving two consecutive highly-satisfactory or above ratings on the annual evaluation.

**LICENSE & CERTIFICATION:**

- a valid Class A California Driver’s license with the following endorsements: tankers, double-triples and airbrake, and a safe driving record
- possession of a Grade-IV State Water Resource Control Board Water Distribution Operator Certification

The licenses and certifications above must be maintained throughout employment in this job classification.
RESOLUTION NO.__________ (CM)


Rescinds Resolution No. 206-96 (CM)

WHEREAS, on February 7, 2017, the Personnel Commission of the City of Watsonville reviewed and recommended to the City Council the new job classification and job description of Water Services Manager; and

WHEREAS, the City Manager has submitted his report and recommendation to the City Council to approve and authorize the new job classification and job description of Water Services Manager, a copy of which is attached hereto and incorporated herein by this reference.

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

1. That the job classification and description of Water Services Manager is hereby approved and authorized at the established Salary Range of $37.7557 - $50.5962 per hour.

2. That the job classification and description of Field Services Manager is hereby revoked effective immediately.

================================================================================
City of Watsonville
Job Description

JOB TITLE: Water Services Manager DATE APPROVED: 

DEPARTMENT: Public Works & Utilities SUPERSEDES: Field Services Manager

REPORTS TO: Assistant Director and Director of Public Works & Utilities

SUPERVISION: Exercises direct supervision over the Water Services Division staff and others as assigned

EMPLOYEE UNIT: Mid-Management

FLSA: EXEMPT

JOB SUMMARY:
To plan, organize, direct, coordinate, and supervise the maintenance, operation, construction, repair, and development of City streets, sewers, storm drains, and water distribution system; to develop and prepare operations, and capital improvements budgets. Coordinate Public Works emergency response work and perform related planning.

DISTINGUISHING CHARACTERISTICS
This job class functions at the full supervisory level and requires a thorough knowledge of street services methods, materials, and procedures for ensuring that water mains, hydrants, and service lines are properly installed and maintained.

EXAMPLES OF ESSENTIAL DUTIES:
Duties may include, but are not limited to, the following:

- Plans, schedules, organizes, directs, coordinates, and supervises the maintenance, operation, construction, and development of the City street system
- Supervises and formally evaluates the work of field services personnel
- Prioritizes projects; determines and requisitions needed personnel, equipment, and materials for various projects
- Supervises the use of a variety of heavy equipment including backhoe, dump truck, and compaction equipment, loader, and truck crane
- Supervises the excavation, installation, and repair of main pipelines and fittings; new water mains, hydrants, and service lines; makes various system changes
- Main contact for City's participation with CalWARN
- Is main contact for the City within the County of Santa Cruz, Mutual Aid Agreement
- Reads job plans and organizes work schematics
- Maintains records of work hours, equipment, and materials used on jobs; prepares related reports and correspondence
- Trains employees in safe and proper work methods and practices: confined space, trenching shoring, excavation, and traffic control safety, emergency response events.
• Responds to emergency calls
• Prepares budgets
• Initiates and carries out improvement projects; prepares and administers contracts for minor projects
• Reviews street, water, and drainage plans
• Oversees proper maintenance of equipment and machinery
• Prepares cost estimates and submits final cost reports; oversees maintenance of project costs for work hours, equipment hours, and materials used; prepares other reports and correspondence as needed
• Inspects facilities for proper completion of work assignments
• Performs related duties similar to the above in scope and function as required

EMPLOYMENT STANDARDS

Knowledge of:

• use of materials, tools, and equipment related to water system construction and maintenance work scheduling systems
• principles and techniques of supervision including staffing, employee development, and planning and organizing work
• methods, materials, equipment, and techniques used in public works maintenance, repair, and construction, particularly as applied to streets, sewer systems, storm drains, and the installation and servicing of water distribution systems
• laws, rules, ordinances, and regulations related to public works maintenance, construction, and repair
• designing, planning, and developing specifications for public works maintenance and construction projects
• long range planning for public works facilities
• principles of budget preparation and expenditure control
• safe work practices

Ability to:

• plan, assign, direct, and coordinate assigned public works maintenance, construction, and repair activities
• direct and inspect the technical details of project completion
• prepare estimates of time, material, and equipment needed to perform projects
• assist in developing specifications and effective recommendations for expansion of public works facilities and ensuring the proper completion of minor contract work
• assist with the preparation of operating and capital improvement budgets and control of expenditures
• research and prepare comprehensive and complete reports
• effectively represent the Public Works and Utilities Department with public groups, other agencies, and organizations as directed
• establish and maintain effective work relationships with those contacted in the performance of required duties
• work from plans and specifications
• train, direct, and formally evaluate the work of others
• maintain accurate schedules and records
• make minor repairs and alterations in equipment
• deal tactfully with the public and private construction representatives
PHYSICAL REQUIREMENTS:
Physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Meet the physical requirements necessary to safely and effectively perform required duties
- hear and distinguish various sounds, such as voices of co-workers in noisy environments and sounds of operating equipment
- walk on uneven surfaces
- work outside in inclement weather
- climb up and down ladders and stairs
- grasp with right and left hands
- drive an automobile
- hear adequately to converse on the telephone, radio, cellular phone, and in person
- use a computer keyboard
- intermittently bend and twist to reach equipment surrounding desk, perform minor equipment repairs, and get in and out of a truck

TRAINING AND EXPERIENCE:
Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain the knowledge and abilities is:

Ten (10) years of increasingly responsible experience in public works or utilities maintenance, construction, and repair work, with an emphasis on water distribution and/or production including at least (5) years in a supervisory capacity

LICENSE & CERTIFICATION:

- Possession of a valid California Class C Driver’s License and a safe driving record
- At a minimum Possession of Grade-IV State Water Resource Control Board Water Distribution Operator Certification
- Possession of a Grade-III State Water Resource Control Board Water Treatment Operator Certification
APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION

INSTRUCTIONS:

If you are interested in serving on a City board or commission, complete the following application and return it to the City Clerk's Office, 275 Main Street, Suite 400, (Fourth Floor), Watsonville, CA 95076.

If you are interested in being considered for more than one board or commission, separate applications should be submitted for each appointment you are seeking.

Upon receipt, your application for appointment will be routed to the Council Member representing the District in which the vacancy exists. If a Council Member is interested in nominating you for appointment, the Council Member will contact you and discuss the appointment.

You must be a registered voter in the City of Watsonville to qualify for an appointment.

Please specify below the commission or board to which you are seeking appointment and provide the requested information.

Thank you for your interest in City government.

COMMISSION OR BOARD

NAME

ADDRESS

TELEPHONE (HOME)________ (WORK)____

E-MAIL ADDRESS

LENGTH OF RESIDENCE IN AREA

PREVIOUS COMMISSION OR BOARD SERVED (PLEASE SPECIFY):

ADVISORY BOARD

TERM

Watsonville Library Commission 2009 - 2011 [?]

(OVER)
EDUCATION:
INSTITUTION MAJOR DEGREE YEAR
See attached resume

WORK/VOLUNTEER EXPERIENCE:
ORGANIZATION ADDRESS POSITION YEAR
See attached resume

STATEMENT OF QUALIFICATION:
Please attach a brief statement indicating why you are interested in serving on the
advisory body in question.

ACKNOWLEDGEMENT:
I understand that this application is a public document and its contents will be disclosed
upon request, and any misrepresentation or deliberate omission of a material fact in this
application may be justification for refusal or termination of appointment.

The Political Reform Act of 1974 requires all government agencies to adopt a Conflict of
Interest Code that designates the positions within an agency which make or participate in
making governmental decisions and may foreseeably have a material effect on any financial
interest. Members of City boards and commissions, by virtue of their positions, make or
participate in making decisions which may affect their financial interests and who therefore
must disclose these interests on the Fair Political Practices Commission Form 700 –
Statement of Economic Interests of Designated Employees. The Form 700 is a public
document and its contents will be disclosed upon request. This form is to be filed upon
appointment and every year thereafter with the Office of the City Clerk on April 1.

CERTIFICATION:
I acknowledge I have read the above information and certify that the information
provided by me is true and correct, and I authorize the verification of the information in
the application in the event I am a finalist for the appointment.

Signature

2/1/17

(Date)
Statement of Qualification (Raquel Mariscal)

My interest in the Personnel Commission includes:

Helping respond to and support the City of Watsonville with personnel issues that may present and are relevant to the purview of the Commission.

Lending my familiarity with developing policies and procedures, the necessary quality assurance measure to ensure effectiveness and efficiencies, and monitoring adherence and results.
Resume

RAQUEL MARISCAL

EMPLOYMENT HISTORY

Director of the Juvenile Detention Alternatives Initiative (JDAI) – W. Haywood Burns Institute, Oakland, CA
02/13 to Present - In partnership with the JDAI Partners (Annie E. Casey Foundation, Center for Children’s Law and Policy, Pretrial Justice Institute) manage the provision of technical assistance to assigned JDAI sites. Primary responsibilities include the development of an infrastructure to ensure consistent and quality technical assistance to jurisdictions working to implement and sustain JDAI; and the development of the JDAI Partners. Tasks include: budget development; coordinating and supervising site support activities of technical assistant providers; providing direct technical assistance and consultation to sites; ensuring appropriate levels of contact, responsiveness and comprehensiveness; trouble shoot and/or intervene directly in sites when significant problems arise; coordinate and help develop skills building curriculum and sessions for site technical assistants; identify cross-cutting site development needs and emerging site issues and, in consultation with the JDAI Partners, help plan for training and technical assistance opportunities and resources that respond to multi-site needs.

Consultant – Self Employed, Watsonville, CA
04/06 to Present – Sr. Consultant for Juvenile Detention Alternatives (JDAI) Site Support, Annie E. Casey Foundation (AECF) [please see infra.] As a member of the Initiative Management Team (IMT), assist to provide overall direction and management of JDAI. Primary responsibilities include coordinating and overseeing site support activities of technical assistance consultants, ensuring appropriate levels of contact, responsiveness and comprehensiveness; trouble shoot and/or intervene directly in sites when significant problems arise or the AECF needs to be represented; arrange and participate in due diligence efforts with jurisdictions seeking to become JDAI replication sites; assist the Director of Programs for High Risk Youth and the Sr. Associate for Juvenile Justice Reform in site support decisions, including annual funding plans, budget preparation, and technical assistance assignments; lead IMT member in the initiatives work on racial/ethnic equities. Additional responsibilities include managing the development of a metrics and related record system to track developmental progress of all JDAI replication sites; managing the compilation,
organization and updating quarterly data from replication sites.

07/07 to Present – Consultant for the Santa Cruz County, CA Probation Department. Provide management of a three year state grant to strengthen reform efforts in the reduction of racial and ethnic disparities in the local juvenile justice system. Along with co-consultants from the W. Haywood Burns Institute for Juvenile Justice Fairness and Equity, develop implementation strategies to reduce racial and ethnic disparities in the local juvenile justice system.

**Annie E. Casey Foundation** – Baltimore, Maryland
09/2002 to 04/06 – Senior Associate for Juvenile Justice Reform
The Annie E. Casey Foundation (AECF) has been working to promote the well being of vulnerable children for over 50 years. The AECF was established in 1948 by United Parcel Service founder Jim Casey and his siblings to honor their mother. The foundations mission is to better the outcomes for vulnerable children and families at risk of poor educational, economic, social, and health outcomes.

I co-managed a portfolio of approximately $5 million to support improving the juvenile justice system and related public safety policies and activities. The Foundation’s flagship juvenile justice reform initiative, the Juvenile Detention Alternative’s Initiative (JDAI) is currently replicated in over 80 jurisdictions throughout the United States. Santa Cruz County is one of four model JDAI sites. The purpose of JDAI is to help jurisdictions establish fair, efficient, effective and equitable juvenile justice systems; embracing strategies to reduce racial disparities and disproportionate minority confinement. The objective of detention reform is to safely eliminate unnecessary and inappropriate detention. I co-managed JDAI, including the adjunct management of consultants, technical assistants, budget development, budget presentations to the board of the AECF, and grantmaking. I assisted in the development of tools and technologies to assist local jurisdictions in the development of measurable reform outcomes. I assisted in the development of internal infrastructure to maintain and sustain detention reform as the character of the juvenile justice system.

I traveled extensively representing the Foundation at conferences, meetings and public presentations. My role included intersecting with all of the partners interfacing the juvenile justice system, from Governor’s, state cabinet secretaries, legislators, judicial and law enforcement partners, to families and communities. This opportunity has further broadened my capacity to approach the needs of all partners in the justice system through the lens of the relevant partners.

**Criminal Justice Council of Santa Cruz County** - Santa Cruz, California
11/2000 to 07/2002 – Executive Director
Managing and guiding the (now defunct) 24-member Criminal Justice Council (CJC), a planning and coordinating agency which addressed criminal justice issues that crossed agency and/or jurisdictional lines. The Council was comprised of the following representatives: two members of the County Board of Supervisors, two
members of each of the four City Councils within the county, two Superior Court Judges, the Sheriff, the District Attorney, the Public Defender, the Chief Probation Officer, two members of the Chiefs Law Enforcement Association, the Captain of the California Highway Patrol, the County Administrative Officer, the Director of County Mental Health, the Superintendent of the County Office of Education, and two members of Community Based Organizations. Coordinating such a diverse group necessarily included analyzing strategies to address and/or resolve interjurisdictional issues.

I acted as liaison with all segments of the justice system; represented the CJC at conferences, meetings and public presentations; planned for and coordinated the three Task Forces of the CJC: Drug & Alcohol Abuse, Juvenile Justice, and Information Systems; planned and coordinated the CJC Bi-Annual Conference-the 2002 conference featuring national, state, and local speakers addressing juvenile/criminal justice and had the best attendance in the CJC's history; coordinated and oversaw the CJC and Task Force's bi-annual strategic planning sessions; developed yearly budgets; identified and researched grant opportunities; coordinated collaborative efforts in seeking grants; work to foster evidence based approaches to further justice system reform.

Santa Cruz County Fourth District Supervisor Tony Campos
7/99 to 10/00 Administrative Analyst
Staff analyst assigned to address district matters including criminal justice, water resources, parks and recreation, together with overseeing the budget in these areas. Respond to constituent concerns and needs; assisted in organizing constituents to advocate for equitable services relative to my assignments. Key efforts included collaboration with the Latino Strategic Planning Collaborative and the Latino Affairs Commission, convening a forum addressing the shortage of court services located in South Santa Cruz County. As a result of the forum, a committee was convened to work on exploring the redistribution of judicial services. The committee consisted of the Fourth District Supervisor, the Executive Officer of the Superior Court, two Superior Court Judges, the Sheriff, the District Attorney, the Public Defender, the Chief of Police for the City of Watsonville, the Chief Probation Officer, Assistant City Manager for the City of Watsonville, Assistant County Administrative Officer, a member of the Watsonville City Council, a member of the Latino Affairs Commission and of the Latino Strategic Planning Collaborative. This diverse group of folks, with often times differing jurisdictional limitations, reached a consensus to redistribute judicial services to South Santa Cruz County. Eventually a joint venture was entered into by the County and City of Watsonville for the building of new courtrooms and adjacent facilities. I continued to participate in and monitor the project, and was honored to be at the historical groundbreaking.

Law Office of Raquel Mariscal- Santa Cruz, California
7/98 to 7/99 Attorney at Law
Criminal/juvenile defense and limited administrative law.

Public Defenders Office of Santa Cruz County, the Law Office of Biggam, Christensen &

Raquel Mariscal, Resume
Minsloff - Santa Cruz and Watsonville, California
8/88 to 7/98 Attorney at Law
Criminal defense from arraignment through jury trial, law and motion. Juvenile
defense from detention hearing, jurisdictional hearing, law and motion, and
disposition.

EDUCATION

High School Diploma - 1974
Los Banos High School - Los Banos, California

Bachelor of Arts - Sociology-1980
University of California at Santa Cruz - Santa Cruz, California

Doctorate of Jurisprudence - June 1988
Monterey College of Law - Monterey, California

Admitted to the United States District Court for the Northern District
of California - December 1989

Admitted to the California Bar - December 1989

COMMUNITY SERVICE

The Center for Young Women’s Development – San Francisco, California
06/06 to 07/10 – Member Board of Directors
The Center for Young Women’s Development (CYWD) is one of the first non-profits in
the United States run and lead entirely by young women. The staff is made up entirely
of young women 25 and under who for the most part have been through the juvenile
justice system. From their inception, they have organized young women
who were the most marginalized in San Francisco-those in the street economies and
the juvenile justice system-to design and deliver peer-to-peer education and support.
The CYWD offers a vibrant model for linking youth development and youth
organizing, with the mission of providing gender-specific, peer-based opportunities
for high-risk, low- and no-income young women to build healthier lives and healthier
communities.

W. Haywood Burns Institute for Juvenile Justice Fairness and Equity - Oakland,
California
2006 to 2013 – Member Board of Directors
2001 to 2003 - Member of Advisory Board
The W. Haywood Burns Institute (BI) works to reduce the overrepresentation of
youth of color in the juvenile justice system. To accomplish this, the BI works with
local jurisdictions by engaging traditional and non-traditional stakeholders in an
intensive data-driven examination of their policies and practices meant to reform their
juvenile justice system. The BI’s national network of community-based organizations, the Community Justice Network for Youth (CJNY), provides support to exemplary organizations that provide alternatives to detention for youth of color. Put quiet simply, the BI works to level the playing field and improve the life outcomes for all youth regardless of race, ethnicity, gender or geography---that is, the environmental conditions characteristic of disinvested urban neighborhoods and rural barrios where youth of color and their families are long segregated.

Indisputably, the BI has emerged as the preeminent leader in addressing racial/ethnic disparities and disproportionate minority confinement. Within the last decade, no other entity has demonstrated the conviction and intentionality that reducing disparities and the disporportionality of youth of color in juvenile detention facilities is a solvable problem. This dynamic and innovative work is truly momentous because, until now reducing racial & ethnic disparities in youth serving systems has been viewed, and in many cases accepted, as an intractable task.

**Juvenile Justice/Delinquency Prevention Commission - County of Santa Cruz**
1998 to 2001 - Member
1999 to 2001 - Chairperson
Address issues relevant to Juvenile Justice/Delinquency Prevention in the County of Santa Cruz. Yearly inspections of the Juvenile Hall reported to the State Board of Corrections. Organized and coordinated a two year strategic planning session.

**Pajaro Valley Community Health Trust - Watsonville, California**
1998 to 2002 - Member Board of Directors
2001 to 2002 - Executive Committee
2002 - Grants Review Committee
The Trust is the 501 (c) 3 nonprofit public benefit "conversion" foundation created by the sale of Watsonville Community Hospital in September 1998. The mission of the Trust is to improve the health and quality of life for all people of the greater Pajaro Valley by supporting programs and activities that ensures access to a full array of high quality, culturally competent health care services, which promote health, wellness and disease prevention.

During my tenure, the Trust Board and staff focused their efforts on two main goals: 1) The wind-up of the discontinued business of the former nonprofit hospital corporation and; 2) the creation of an infrastructure for carrying out the health care mission of the Trust. A unique feature of conversion foundations, the discontinued business wind-up typically takes three to five years to complete. The focus of this effort was the settlement of liabilities of the former nonprofit hospital while preserving the Trust's assets to the greatest extent possible. Concurrently, the Trust Board and staff established policies and procedures for grantmaking, completed a
three-year strategic plan and launched an inaugural grant cycle. With a solid infrastructure and strategic plan in place, the Trust is now focused on fund raising, grantmaking, and education.

**Disproportionate Minority Contact (DMC) Subcommittee of the California State Advisory Committee on Juvenile Justice and Delinquency Prevention**

2011 to Present – Member

The DMC subcommittee works to ensure compliance of the Juvenile Justice and Delinquency Prevention Act (JJDP) four core requirements, one of which is DMC. The subcommittee undertakes intentional and strategic activities to ensure DMC reduction is underway statewide; and to provide guidance through recommendations to the JJDP State Advisory Committee.

**Justice for Families**

2013 to Present – Member Board of Directors

Justice for Families (J4F) is a national alliance of local organizations committed to ending the youth incarceration epidemic. The organization is founded and run by parents and families who have experienced the youth justice system with their children. J4F works toward two primary goals: 1) to transform how youth justice systems operate so that families have voice and power in both how and what decisions are made and 2) move resources away from youth incarceration toward direct investments in the youth, families, and communities most harmed by these policies.

**National Alianza for Latino Youth Justice**

2014 to Present – Member

The National Alianza for Latino Youth Justice (NALYJ) is an alliance of Latino/a youth justice experts including practitioners, advocates, elders, and researchers working to improve the health and well being of Latino youth and families impacted by the youth justice system. The NALYJ works to promote and implement healing informed, culturally-specific programming and research, as well as transformative youth justice system policy advocacy.
RESOLUTION NO. __________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING MEMBER TO THE CITY OF WATSONVILLE PERSONNEL COMMISSION

[DISTRICT 2]

WHEREAS, Section 902 of the Charter of the City of Watsonville authorizes each member of the Council to appoint one member to each City board or commission subject to approval by resolution of the Council adopted by at least four (4) affirmative votes.

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


2. That the Council hereby approves such appointment.

3. That the City Clerk is hereby directed to transmit a copy of this resolution to the newly appointed member and to the Secretary of the Personnel Commission.

*******************************
DATE: January 31, 2017

TO: Charles A. Montoya, City Manager

FROM: Steve Palmisano, Director of Public Works and Utilities
Adolfo Gonzalez, Traffic Systems Coordinator

SUBJECT: Acceptance of AB 2766 Motor Vehicle Emissions Reduction Program grant in the amount of $364,945 from the Monterey Bay Air Resources District for the Green Valley Road Adaptive Traffic Control System

AGENDA ITEM: February 14, 2017 City Council

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to accept AB 2766 Motor Vehicle Emissions Reduction Program grant in the amount of $364,945 from the Monterey Bay Air Resources District for the Green Valley Road Adaptive Traffic Control System.

DISCUSSION:
Green Valley Road is one of the City’s highest used corridors serving approximately 20,000 vehicles on a daily basis. The City has been focusing efforts on improving travel and safety along this highly used corridor. The corridor consists of 9 intersections which include: Harkins Slough, Green Meadow Drive, Main Street, Kralj Drive, Lawrence Avenue, Loma Prieta Avenue/Pennsylvania Drive, Home Depot Driveway, Freedom Boulevard, and Carnation Drive.

To improve traffic operations along Green Valley Road, the City proposes to install an adaptive traffic control system along the corridor along with video detection, traffic surveillance cameras and a communications network consisting of wireless technology. The total cost of the project is estimated at $408,645.

In June of 2016, the City of Watsonville applied for the Monterey Bay Air Resources District FY17 AB2766 Motor Vehicles Emissions Reduction Program grant for the Green Valley Road Adaptive Traffic Control System project. The City was awarded a grant in the amount of $364,945 for this project. The balance of $43,700, City matching funds, will be funded by Gas Tax.
Staff recommends that the City Council adopt a resolution authorizing the City Manager to accept AB 2766 Motor Vehicle Emissions Reduction Program grant in the amount of $364,945 from the Monterey Bay Air Resources District for the Green Valley Road Adaptive Traffic Control System.

FINANCIAL IMPACT:
This project will be initially funded by Gas Tax fund and will be included in the Capital Improvement Projects in the City’s next budget for next fiscal year, in the total amount of $408,645.

ALTERNATIVES:
The City Council can choose not to accept the grant and not proceed with project.

ATTACHMENTS:
None

c: City Attorney
RESOLUTION NO. __________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING A $364,945 AB 2766 MOTOR VEHICLE EMISSIONS REDUCTION PROGRAM GRANT FROM THE MONTEREY BAY AIR RESOURCES DISTRICT FOR THE GREEN VALLEY ROAD ADAPTIVE TRAFFIC CONTROL SYSTEM TO IMPROVE TRAFFIC OPERATIONS ALONG GREEN VALLEY ROAD; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO AND ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE GRANTS BUDGET

WHEREAS, the City of Watsonville was awarded a $364,945 AB 2766 Motor Vehicle Emissions Reduction Program grant from the Monterey Bay Air Resources District for the Green Valley Road Adaptive Traffic Control System to improve traffic operations along Green Valley Road.

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

1. That the $364,945 AB 2766 Motor Vehicle Emissions Reduction Program grant from the Monterey Bay Air Resources District for the Green Valley Road Adaptive Traffic Control System is hereby accepted.

2. That the City Manager is hereby authorized and directed to execute in the name of the City of Watsonville, any and all documents required by the Monterey Bay Air Resources District including any extensions or amendments thereof in order to implement this agreement.

3. That the $364,945 grant is hereby appropriated to the Grants Fund.

*****************************************************************************
ORDINANCE NO. __________ (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) BY ADDING A NEW CHAPTER 48 (SAFE DISPOSAL OF DRUGS AND SHARPS) OF THE WATSONVILLE MUNICIPAL CODE FOR THE DISPOSAL OF SHARPS AND PHARMACEUTICALS

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THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES

HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

Title 5 (Public Welfare, Morals, and Conduct) is hereby amended by adding Chapter 48 entitled “Safe Disposal of Drugs and Sharps” for the disposal of sharps and pharmaceuticals to read in words and figures as follows:

CHAPTER 48 SAFE DISPOSAL OF DRUGS AND SHARPS

Sec. 5-48.010 Purpose and intent.
The purpose of this chapter is to protect the health, safety and welfare of the public and of the environment by providing for the safe and orderly collection and disposal of drug and sharps waste; and by placing responsibility for end-of-life management of drug and sharps products on the manufacturers of the products, while encouraging product design that minimizes negative impacts on human health and the environment at every stage of the product’s lifecycle.

**Sec. 5-48.020 Definitions.**

For purposes of this chapter, the following terms have the meanings given below.

(a) "Council" refers to the City Council Members of the City of Watsonville.

(b) "Consumer generators" shall mean residents of single- and multiple-family residences or other locations who possess, dispose of or abandon household drugs or sharps. "Consumer generators" does not include airport security, drug seizures by law enforcement, pharmacy waste, business waste, or any other source identified by the Department as a non-consumer source.

(c) "Controlled substance" for purposes of this chapter shall mean any substance listed under California Health and Safety Code Sections 11053 through 11058 or Title 21 of the United States Code, Sections 812 and 813 or any successor legislation.

(d) "Cosmetics" shall mean (1) articles intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to, the human body, or any part thereof for cleansing, beautifying, promoting attractiveness, or altering the appearance, (2) articles intended for use as a component of any such articles, and (3) cosmetics as defined above with expiration dates.

(e) "Covered drug" shall mean all drugs as defined in 21 U.S.C. Section
321(g)(1) of the Federal Food, Drug and Cosmetic Act (FFDCA) covered under 21 U.S.C. Section 353(b)(1) of the FFDCA, including both brand name and generic drugs, and nonprescription drugs.

(f) “Covered drug” does not include: (1) vitamins or supplements; (2) herbal-based remedies and homeopathic drugs, products, or remedies; (3) cosmetics, soap (with or without germicidal agents), laundry detergent, bleach, household cleaning products, shampoos, sunscreens, toothpaste, lip balm, antiperspirants, or other personal care products that are regulated as both cosmetics and nonprescription drugs under the Federal Food, Drug, and Cosmetic Act (“FFDCA”) (21 U.S.C. Section 301 et seq. (2002)); (4) drugs for which producers provide a take-back program as part of a Federal Food and Drug Administration managed risk evaluation and mitigation strategy (21 U.S.C. Section 355-1); (5) drugs that are biological products as defined by 21 CFR 600.3(h) as it exists on the effective date of this section if the producer already provides a take-back program; and (6) pet pesticide products contained in pet collars, powders, shampoos, topical applications, or other delivery systems.

(g) “City” shall mean the City of Watsonville, California.

(h) “Department” shall mean the City of Watsonville Department of Public Works and Utilities.

(i) “Drug wholesaler” shall mean a business that sells or distributes drugs and covered drugs for resale to an entity other than a consumer.

(j) “Drugs” shall mean: (1) articles recognized in the official United States pharmacopoeia, the official national formulary, the official homeopathic pharmacopoeia of the United States, or any supplement of the formulary or those pharmacopoeias; (2) substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention
of disease in humans or other animals; (3) substances, other than food, intended to affect the structure or any function of the body of humans or other animals. “Drugs” does not mean medical devices, their component parts or accessories.

(k) “Entity” shall mean a person other than an individual.

(l) “Generic drug” shall mean a drug that is chemically identical or bioequivalent to a brand name drug in dosage form, safety, strength, route of administration, quality, performance characteristics, and intended use, though inactive ingredients may vary.

(m) “Hazardous waste” shall mean pharmaceutical waste that falls under the Federal Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C.A. Section 6901 et seq.). This waste includes bulk chemotherapy drugs, P-listed waste, U-listed waste and characteristic hazardous waste.

(n) “Manufacture” shall mean the production, preparation, propagation, compounding, or processing of drugs or sharps but does not include the activities of a repackager, wholesaler or medical practitioner.

(o) “Manufacturer” shall mean a person, company, corporation or other entity engaged in the manufacture of drugs or sharps.

(p) “Mail-back program” shall mean a system whereby consumer generators of unwanted products obtain prepaid and preaddressed mailing envelopes in which to place unwanted products for shipment to an entity that will dispose of them safely and legally.

(q) “Medical waste” shall mean any biohazardous, pathology, pharmaceutical, or trace chemotherapy waste not regulated by the Federal Resource Conservation and Recovery Act (RCRA) of 1976, as amended; sharps and trace chemotherapy wastes
generated in a healthcare setting in the diagnosis, treatment, immunization, or care of humans or animals; waste generated in autopsy or necropsy; waste generated during preparation of a body for final disposition such as cremation or interment; waste generated in research pertaining to the production or testing of microbiologicals; waste generated in research using human or animal pathogens; sharps and laboratory waste that poses a potential risk of infection to humans generated in the inoculation of animals in commercial farming operations; waste generated from the consolidation of home-generated sharps; and waste generated in the cleanup of trauma scenes.

(r) “Nonprescription drug” shall mean any drug that may be lawfully sold without a prescription.

(s) “Person” shall mean an individual, firm, sole proprietorship, corporation, limited liability corporation, general partnership, limited partnership, limited liability partnership, association, cooperative, or other legal entity, however organized.

(t) “Pharmacy” shall mean a place licensed by the State of California Board of Pharmacy where the practice of pharmacy is conducted.

(u) “Plan” or “product stewardship plan” shall mean a product stewardship plan required under this chapter that describes the manner in which a product stewardship program will be provided.

(v) “Plan operator” shall mean the person, company or organization that develops, implements and operates a product stewardship plan, including but not limited to a producer or stewardship organization.

(w) “Prescription drug” shall mean any drug that by Federal or State law may be dispensed lawfully only on prescription.

(x) “Producer” shall be determined, with regard to covered drugs and sharps
that are sold, offered for sale, or distributed in the City of Watsonville as meaning one of the following:

1. The person who manufactures covered drugs or sharps and who sells, offers for sale, or distributes covered drugs or sharps in the City of Watsonville under that person’s own name or brand.

2. If there is no person who sells, offers for sale, or distributes covered drugs or sharps in the City of Watsonville under the person’s own name or brand, the producer of covered drugs or sharps is the owner or licensee of a trademark or brand under which the covered drugs or sharps are sold or distributed in the City of Watsonville, whether or not the trademark is registered.

3. If there is no person who is a producer of covered drugs or sharps for purposes of subsections (X)(1) and (2) of this section, the producer of covered drugs or sharps is the person who brings the covered drug into the City of Watsonville for sale or distribution.

“Producer” does not include (1) a retailer that puts its store label on a covered drug, or (2) a pharmacist who dispenses prescription drugs to, or compounds a prescribed individual drug product for a consumer.

y. “Product stewardship program” or “program” shall mean a program financed and operated by producers to collect, transport, and dispose of unwanted products.

z. “Provider” shall mean any person that sells or otherwise furnishes drugs or sharps to consumers at a medical or veterinary office, clinic, hospital or approved needle-exchange program located in the City of Watsonville.

aa. “Public hearing” shall mean any hearing held by the Department or the
City which is open to the public for the purposes of collecting public comment. It does not necessarily refer to meetings of the Watsonville City Council.

(bb) “Retailer” shall mean any person that sells drugs or sharps directly to consumers at a business located in the City of Watsonville.

(cc) “Sharps” shall mean one or more hypodermic needles, pen needles, intravenous needles, lancets and other devices used to penetrate the skin for drawing blood, or for the delivery of medications or drugs.

(dd) “Stewardship organization” shall mean an organization designated by a group of producers to act as an agent on behalf of each producer to operate a product stewardship program.

(ee) “Unwanted products” shall mean covered drugs or sharps no longer wanted by the owner or that have been abandoned, discarded, or are intended to be discarded by the owner.

Sec. 5-48.030 Product Stewardship Program.

(a) Requirement for Sale. This chapter shall apply only to producers whose covered drugs or sharps are sold or distributed in the City of Watsonville and to retailers who sell covered drugs or sharps in the City of Watsonville. This chapter shall apply only to the incorporated areas of the City of Watsonville. This chapter shall be administered and implemented by the City of Watsonville Department of Public Works and Utilities. Each producer must:

(1) Operate, individually or jointly with other producers, a product stewardship program approved by the Department; or

(2) Enter into an agreement with a stewardship organization to operate, on the producer’s behalf, a product stewardship program approved by
(b) Product Stewardship Program Costs.

(1) A producer, group of producers, or stewardship organization must pay all administrative and operational fees associated with their product stewardship program, including the cost of collecting, transporting, and disposing of unwanted products collected from consumer generators and the recycling or disposal, or both, of packaging collected with the unwanted product.

(2) A producer, group of producers, or stewardship organization must pay for all fees and expenses associated with obtaining compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), if required, for a specific product stewardship program and product stewardship plan.

(3) No person or producer may charge a specific point-of-sale fee to consumers to recoup the costs of their product stewardship program, nor may they charge a specific point-of-collection fee at the time the unwanted products are collected from consumer generators or delivered for disposal.

(4) A producer, group of producers, or stewardship organization must pay all costs incurred by the City of Watsonville, including but not limited to the Department, in the administration and enforcement of their product stewardship program. Exclusive of fines and penalties, the City of Watsonville shall only recover its actual costs of administration and enforcement under this chapter and shall not charge any amounts under this chapter in excess of its actual administrative and enforcement costs.

(5) A producer, group of producers, or stewardship organization must
pay all collection and disposal costs as of the date that the ordinance codified in this chapter becomes effective. If the City incurs any costs due to delays in establishment of an approved stewardship plan, the producer, group of producers, or stewardship organization must reimburse the City in full for such costs.

Sec. 5-48.040 Product Stewardship Plan.

(a) Plan Content. Each Product Stewardship Program shall have a Product Stewardship Plan (which must be submitted, reviewed and approved in accordance with Section 5.48.040(b)) that contains each of the following:

(1) Certification that the product stewardship program will accept all unwanted products regardless of who produced them, unless excused from this requirement by the Department as part of the approval of the plan;

(2) Contact information for the individual and the entity submitting the plan and for each of the producers participating in the product stewardship program;

(3) A description of the methods by which unwanted products from consumer generators will be collected at all retail sale facilities of sharps and drugs in the unincorporated area of the City of Watsonville, including a description of bins to be used and collection methods;

(4) A description of the methods by which unwanted products from consumer generators will be collected at all public health facilities in the City of Watsonville, as well as at such other locations as designated by the Department, including a description of bins to be used and collection methods;

(5) The location of each collection site and locations where envelopes
for a mail-back program are available (if applicable);

(6) A list containing the name, location, permit status, and record of any penalties, violations, or regulatory orders received in the previous five years by each person that will be involved in transporting unwanted products and each medical waste or hazardous waste disposal facility proposed to participate in the product stewardship program;

(7) A description of how the unwanted products will be safely and securely tracked and handled from collection through final disposal and the policies and procedures to be followed to ensure security;

(8) A description of the public education and outreach activities required under this chapter and how their effectiveness will be evaluated;

(9) A description of how the scope and extent of the product stewardship program are reasonably related to the amount of covered drugs and sharps that are sold in the City of Watsonville, by the producer or group of producers;

(10) A starting date when collection of unwanted products will begin;

(11) A description of how support will be provided to any law enforcement agencies within the City of Watsonville that have, or later agree to have, a collection program for controlled substances, including: (a) the provision of a collection kiosk with appropriate accessories and signage, (b) an ability to accept controlled substances and other covered drugs, (c) technical support up to and including an appropriate person to provide on-site assistance with the sorting and separation of controlled substances at no cost to a participating law enforcement agency;
(12) If more than one producer will be involved in a proposed product stewardship program, then the product stewardship plan for that program must include a fair and reasonable manner for allocating the costs of the program among the participants in that program, such that the portion of costs paid by each producer is reasonably related to the amount of covered drugs and sharps that producer sells in the City of Watsonville;

(b) Department Review and Approval—Updates.

(1) No producer, group of producers, or stewardship organization may begin collecting unwanted products to comply with this chapter until it has received written approval of its product stewardship plan from the Department. The City may continue collection on an interim basis if there is any delay in establishing a stewardship program as required.

(2) Product stewardship plans must be submitted to the Department for approval. The initial plans must be submitted within 60 days after passing the ordinance, or at a later date as approved in writing by the Department.

(3) Within 60 days after receipt and review of a product stewardship plan, the Department will determine whether the plan complies with the requirements of this chapter and of any regulations adopted pursuant to this chapter. The Department may at its sole discretion conduct a noticed public hearing as part of this process.

   (i) As part of its approval, the Department may set reasonable performance goals for the program.

   (ii) If the Department approves a plan, it shall notify the applicant of its approval in writing.
(iii) If the Department rejects a plan, it shall notify the applicant in writing of its reasons for rejecting the plan. The Department may reject a plan without conducting a public hearing.

(iv) An applicant whose plan has been rejected by the Department must submit a revised plan to the Department within 30 days after receiving notice of the rejection. The Department may require the submission of a further revised plan or, at its sole discretion, the Department may develop, approve and impose its own product stewardship plan or an approved plan submitted by other producer(s) pursuant to this chapter. The imposed plan will be presented at a public hearing. The Department is not required, and nothing in this chapter shall be interpreted as requiring, the Department to create or impose a product stewardship plan.

(v) If the Department rejects a revised product stewardship plan or any other subsequently revised plan, the producer(s) at issue shall be out of compliance with this chapter and shall be subject to the enforcement provisions contained in this chapter.

(4) At least every three years, a producer, group of producers or stewardship organization operating a product stewardship program shall update its product stewardship plan and submit the updated plan to the Department for review and approval.

(5) A producer who begins to offer a covered drug or sharps for sale in the City of Watsonville after July 1, 2017, must submit a product stewardship plan to the Department or provide evidence of having joined an existing approved
product stewardship program within 60 days following the producer's initial offer for sale of a covered drug.

(6) Any proposed changes to a product stewardship plan must be submitted in writing to the Department and approved by the Department in writing prior to implementation of any change.

(7) Required Plan Amendment. Within 60 days of the final promulgation of rules by the California Board of Pharmacy regarding collection of controlled substances by retail pharmacies in conformity with the U.S. Drug Enforcement Agency regulations resulting from the Secure and Responsible Drug Disposal Act of 2010, each producer, group of producers or stewardship organization operating a product stewardship program shall submit to the Department for review and approval an update to its product stewardship plan that describes how the plan will, within 120 days, include collection of controlled substances at all collection locations on the premises of retailers and providers of covered drugs

Sec. 5-48.050 Disposal of unwanted products.

(a) Compliance with Applicable Law. Each product stewardship program must comply with all local, State, and Federal laws and regulations applicable to its operations, including laws and regulations governing the treatment and disposal of unwanted products.

(b) Treatment and Disposal. Each product stewardship program must treat sharps waste by high heat sterilization and dispose of all unwanted covered drugs by incineration at a medical waste or hazardous waste facility. Each treatment or disposal facility utilized must be in possession of all required regulatory permits and licenses.
(c) New Technologies. Producers with product stewardship programs may petition the Department for approval to use treatment and final disposal technologies, where lawful, that provide superior environmental and human health protection than provided by current medical waste disposal technologies for sharps and covered drugs if and when those technologies are proven and available. The proposed technology must provide equivalent protection in each, and superior protection in one or more, of the following areas:

(1) Monitoring of any emissions or waste;
(2) Worker health and safety;
(3) Air, water, or land emissions contributing to persistent, bioaccumulative, and toxic pollution; and
(4) Overall impact on the environment and human health.

(d) Packaging Separation. Each product stewardship program shall encourage consumer generators to separate unwanted products from their original containers and packaging, when appropriate, prior to collection or disposal.

**Sec. 5-48.060 Product stewardship program promotion and outreach.**

(a) A product stewardship program must promote the program to consumer generators, pharmacists, retailers of covered drugs and sharps, and health care practitioners as to the proper and safe method to dispose of unwanted products.

(b) A product stewardship program shall include, but is not limited to, developing, and updating as necessary, educational and other outreach materials for use by retailers of covered drugs and sharps. These materials may include, but are not limited to, two or more of the following:

(1) Signage that is bilingual in English and Spanish and prominently
displayed and easily visible to the consumer.

(2) Written materials and templates of materials that are bilingual in English and Spanish for reproduction by retailers to be provided to the consumer at the time of purchase or delivery, or both.

(3) Advertising and/or other promotional materials related to the product stewardship program that are bilingual in English and Spanish.

(c) A product stewardship program must prepare education and outreach materials that publicize the location and operation of collection locations in the City of Watsonville and disseminate the materials to health care facilities, pharmacies, and other interested parties. The program also must establish a website publicizing collection locations and program operations and a toll-free telephone number that consumer generators can call to find nearby collection locations and understand how the program works.

Sec. 5-48.070 Retailer participation.

(a) Every retailer and every provider of covered drugs and sharps in the incorporated area of the City shall establish a system consistent with the requirements of this chapter for the collection of consumer-generated covered drugs and sharps waste for proper disposal during the retailer’s or provider’s normal hours of operation, except that:

(1) A retailer or provider who does not sell or provide sharps to consumers is not required to establish a collection system for sharps waste; and

(2) A retailer or provider who does not sell or provide covered drugs to consumers is not required to establish a collection system for covered drugs waste.
(b) Each system established by a retailer or provider for the collection and
disposal of consumer generated covered drugs and sharps waste shall include, at a
minimum, the following elements:

(1) Each retailer or provider shall provide one of the following:

(i) On-Site Collection System. Receptacles for the collection of
consumer-generated covered drugs and sharps waste within the retailer or
provider establishment. The receptacle shall meet applicable State and
Federal standards for safe disposal of drugs or sharps. The retailer or
provider shall provide for the management and disposal of all consumer-
generated covered drugs and sharps waste that is collected at the retailer
or provider establishment in a safe manner consistent with all State and
Federal laws and regulations; or

(ii) Mail-Back Collection System. Prepaid mail-back envelopes
in sufficient capacity for safe disposal of drugs or sharps waste, as
required by a consumer.

(2) Bilingual (English and Spanish) signage prominently displayed
within five (5’) feet of every public entrance to the retailer or provider
establishment and easily visible to the consumer, indicating that the retailer or
provider establishment collects consumer-generated covered drugs and/or
sharps waste from consumers.

(c) A retailer or provider of sharps must provide at no additional cost to the
consumer an approved sharps disposal container or containers sufficient to dispose of
all sharps purchased. A retailer or provider of sharps may refuse to accept from a
consumer sharps waste that is not properly contained in an approved container. In the
event of a refusal to accept sharps waste, the retailer or provider shall provide the consumer with an appropriate container for proper disposal of said sharps waste.

(d) Sharps disposal containers shall be either a rigid puncture-resistant container with a sealable lid approved by the U.S. Food and Drug Administration for the purpose of transporting sharps for disposal or a pre-paid mail-back container approved by the U.S. Food and Drug Administration for the purpose of transporting sharps for disposal.

(e) All costs of participation by retailers and providers shall be paid or reimbursed by the producer, group of producers, or stewardship organization as part of its program as provided in this chapter. Retailers and providers shall not be expected to incur any costs for participation.

Sec. 5-48.080 Reporting.

(a) On or before July 1, 2017 (or at a later date as approved in writing by the Department) and in each subsequent year, every producer, group of producers, or stewardship organization operating a product stewardship program must prepare and submit to the Department an annual written report describing the program activities during the previous reporting period. The report must include, at minimum, the following:

(1) A list of producers participating in the product stewardship program;

(2) The amount, by type and by weight, of unwanted products collected from consumer generators collected at each drop-off site and in the entire City of Watsonville and, if applicable, the total amount by type and by weight collected by a mail-back program;

(3) A description of the collection system, including the location of each collection site and if applicable, locations where envelopes for a mail-back
program are provided;

(4) The name and location of disposal facilities at which unwanted products were disposed of and the weight by type of unwanted products collected from consumer generators disposed of at each facility;

(5) Whether policies and procedures for collecting, transporting, and disposing of unwanted products, as established in the plan, were followed during the reporting period and a description of any noncompliance;

(6) Whether any safety or security problems occurred during collection, transportation, or disposal of unwanted products during the reporting period and, if so, what changes have or will be made to policies, procedures, or tracking mechanisms to alleviate the problem and to improve safety and security;

(7) A description of public education and outreach activities implemented during the reporting period and their effectiveness, including the methodology used to evaluate the outreach and program activities;

(8) How the product stewardship program complied with all other elements in the product stewardship plan approved by the Department, including its degree of success in meeting any performance goals set by the Department as part of its approval of the program; and

(9) Any other information that the Department may reasonably require.

(b) For the purposes of this section, “reporting period” means the period beginning July 1st and ending June 31st of the following calendar year.

Sec. 5-48.090 Program assessment and collection of data.

(a) At least once per year, at a time to be determined by the Department, each product stewardship program will conduct a detailed characterization study of
unwanted products collected at specified locations to help assess effectiveness of the product stewardship program.

(b) Assessments shall be conducted in a secure location with proper supervision, in full compliance with Federal and State laws and regulations, and in accordance with guidelines issued by the Department.

(c) Data collected from program assessments shall be shared with the Department and other relevant agencies in a timely manner.

(d) The Department may require additional assessments as needed to address problems or to help determine program needs.

Sec. 5-48.100 List of producers.

The Department shall provide on its website a list of all producers participating in product stewardship programs approved by the Department and a list of all producers the Department has identified as noncompliant with this chapter or any regulations adopted pursuant to this chapter.

Sec. 5-48.110 Regulations and fees.

(a) The Director of the Department of Public Works may, after a noticed public hearing, adopt such rules and regulations as necessary to implement, administer, and enforce this chapter.

(b) The City Council authorizes the Director of Public Works to charge Producers or a group of Producers participating in a Product Stewardship Program for any costs the City incurs in administering and enforcing this chapter. The amount charged shall not exceed actual costs to the City.

The Director of Public Works and Utilities, or designee, shall administer the enforcement and penalty provisions of this chapter.
Sec. 5-48.120 Enforcement.

(a) The Director of Public Works and Utilities, or designee, shall administer the enforcement and penalty provisions of this chapter.

(b) If the Director makes findings and determines that any person has violated this chapter or a regulation adopted pursuant to this chapter, the Director shall send a written warning, as well as a copy of this chapter and any regulations adopted pursuant to this chapter, to the person or persons who violated it. The person or persons shall have thirty (30) calendar days after receipt of the warning to come into compliance and correct all violations.

(c) If the person or persons fail to come into compliance and correct all violations, the Director may impose administrative fines for violations of this chapter or of any regulation adopted pursuant to this chapter. Upon findings made under subsection (b), the person or persons shall be subject to an administrative fine set forth in the regulations adopted pursuant to this chapter.

(d) The Department shall administer the penalty provisions of this chapter

(e) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter.

(f) Any person, producer, plan operator or Product Stewardship Organization that violates or continues to violate the provisions of this chapter shall be subject to the penalties, remedies, and criminal, civil and/or administrative enforcement actions set forth in 1-2.01 of the City of Watsonville Municipal Code. Each and every day a violation of this chapter exists constitutes a separate and distinct offense for which enforcement action may be taken.

(g) In determining the appropriate penalties, the Department shall consider
the extent of harm caused by the violation, the nature and persistence of the violation, the frequency of past violations, any action taken to mitigate the violation, and the financial burden to the violator.

(h) Whenever the City finds that a person has violated a provision or failed to meet a requirement of this chapter, the City may order compliance by written notice of violation to the responsible person pursuant to Chapter 1-2.10 of the Watsonville Municipal Code.

(i) The Department may establish appropriate administrative rules for implementing this chapter, conducting hearings, and rendering decisions pursuant to this section.

(j) Upon the failure of any person to comply with any requirement of this chapter and any rule or regulation adopted pursuant to this chapter, the City Attorney may petition any court having jurisdiction for injunctive relief, payment of civil penalties and any other appropriate remedy, including, without limitation, restraining such person or entity from continuing any prohibited activity and compelling compliance with lawful requirements. However, this subsection does not permit the City or any court of competent jurisdiction to restrain the sale of any Covered Drug or Sharps in the City.

(k) Failure of any producer, plan operator or product stewardship organization to file an appeal in accordance with the provisions of this section shall constitute waiver of that producer's, plan operator's or product stewardship organization's rights to administrative determination of the merits of the administrative citation and the amount of the fine and any fees and shall constitute a failure by that producer to exhaust administrative remedies.

(l) The producer, plan operator or product stewardship organization
requesting the appeal may request the Director of the Department to recuse a Hearing Officer for reasons of actual prejudice against the party’s cause. The Hearing Officer shall conduct an orderly, fair hearing and accept evidence as follows:

(1) A valid administrative citation shall be prima facie evidence of the violation.

(2) Testimony shall be by declaration under penalty of perjury except to the extent the Hearing Officer permits or requires live testimony concerning the violation.

(3) The Hearing Officer may reduce, waive or conditionally reduce the fines and any fees stated in the administrative citation. The Hearing Officer may impose deadlines or a schedule for payment of the fine and any fees due in excess of the deposit.

(4) The Hearing Officer shall make findings based on the record of the hearing and make a written decision based on the findings (“Hearing Officer decision”). The Hearing Officer decision shall be served by first class mail on the producer appealing and the Department. The Hearing Officer decision affirming or dismissing the administrative citation is final.

(m) The Department may establish appropriate administrative rules for implementing this chapter, conducting hearings, and rendering decisions pursuant to this section.

(n) Upon the failure of any producer to comply with any requirement of this chapter and any rule or regulation adopted pursuant to this chapter, the City Attorney may petition any court having jurisdiction for injunctive relief, payment of civil penalties and any other appropriate remedy, including restraining such person or entity from
continuing any prohibited activity and compelling compliance with lawful requirements. However, this subsection does not permit the City of Watsonville or any court of competent jurisdiction to restrain the sale of any covered drug in the City of Watsonville.

(o) Any person who knowingly and willfully violates the requirements of this chapter or any rule or regulation adopted pursuant to this chapter is guilty of a misdemeanor and may be prosecuted by the City Attorney’s Office. A conviction for a misdemeanor violation under this chapter is punishable by a fine of not less than $50.00 and not more than $500.00 for each day per violation, or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment.

Sec. 5-48.130 Additional provisions.

(a) Disclaimer. In adopting and implementing this chapter, the City of Watsonville is assuming an undertaking only to promote the general welfare. The City of Watsonville is not assuming or imposing on its officers and employees an obligation by which they could be liable in money damages to any person or entity who claims that a breach proximately caused injury.

(b) Conflict with State or Federal Law. This chapter shall be construed so as not to conflict with applicable Federal or State laws, rules or regulations. Nothing in this chapter shall authorize any City of Watsonville agency or Department to impose any duties or obligations in conflict with limitations on municipal authority established by State or Federal law at the time such agency or Department action is taken. The City of Watsonville shall suspend enforcement of this chapter to the extent that said enforcement would conflict with any preemptive State or Federal legislation subsequently adopted.

(c) Severability. If any of the provisions of this chapter or the application
thereof to any person or circumstance is held invalid, the remainder of those provisions, including the application of such part or provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this chapter are severable.

(d) Nothing in this chapter, or the program of stewardship in which manufacturers of sharps and pharmaceutical products who sell sharps and drugs in the City of Watsonville are required to participate, is intended to protect anticompetitive or collusive conduct nor shall this chapter be construed to modify, impair, or supersede the operation of any of the antitrust laws or unfair competition laws of the State of California or of the United States.

(e) This chapter shall be construed in accordance with California State law, including but not limited to the Medical Waste Management Act set forth at California Health and Safety Code Section 117600 et seq., and shall not be construed in a way that would result in conflict with, or preemption by, any such State law.

(f) Environmental Findings. This chapter is entitled to a categorical exemption of the California Environmental Quality Act (“CEQA”) pursuant to 14 California Code of Regulations Section 15307, which exempts “actions taken by regulatory agencies, as authorized by State or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection.”

(g) This chapter shall be in effect for a period of 10 years following enactment.
SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

***********************
ORDINANCE NO. ____________ (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING ARTICLE 18 (SPEED LIMITS) OF CHAPTER 5 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE WATSONVILLE MUNICIPAL CODE TO ESTABLISH THE SPEED LIMITS IN ACCORDANCE WITH THE CITY OF WATSONVILLE ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS, PART 1, JANUARY 2017

Amends Ordinance No.’s 944-94 (CM) and 1180-04 (CM)

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

Sections 4-5.1804 through 4-5.1808 of Article 18 (Speed Limits) of Chapter 5
(Traffic) of Title 4 (Public Safety) of the Watsonville Municipal Code are hereby
amended by rescinding them in their entirety and adding new Sections 4-5.1804
through 4-5.1808 to read in words and figures as follows:

CHAPTER 5 TRAFFIC

ARTICLE 18 SPEED LIMITS

Sec. 4-5.1804 Twenty-five miles per hour.
There is determined and declared a prima facie speed limit of twenty-five (25) miles per hour, when not in a business or residence district, on the following named streets:

(a) Clifford Avenue between Main Street and Pennsylvania Drive.
(b) Hammer Drive between Pennsylvania Drive and Arthur Road.
(c) Loma Prieta Avenue between South Green Valley Road and Airport Boulevard.

Sec. 4-5.1805 Thirty miles per hour.

There is determined and declared a prima facie speed limit of thirty (30) miles per hour on the following named streets:

(a) Crestview Drive between Freedom Boulevard and Broadview Drive.
(b) Freedom Boulevard between Lincoln Street and north to City limits.
(c) South Green Valley Road between Harkins Slough Road and Main Street.
(d) Walker Street from Harkins Slough Road to West Beach Street.
(e) Walker Street from West Beach Street to Riverside Drive (SR 129).
(f) West Beach Street from 650’ west of Harvest Drive to Walker Street.

Sec. 4-5.1806 Thirty-five miles per hour.

There is determined and declared a prima facie speed limit of thirty-five (35) miles per hour on the following named streets:

(a) Airport Boulevard from Freedom Boulevard to 0.22 miles east, County line.
(b) Green Valley Road from Freedom Boulevard then east to County line.
(c) Harkins Slough Road between Green Valley Road and Walker Street.
(d) Ohlone Parkway from Harkins Slough Road to West Beach Street.
Sec. 4-5.1807 Forty miles per hour.

There is determined and declared a prima facie speed limit of forty (40) miles per hour on the following named streets:

(a) Airport Boulevard from Holm Road to Freedom Boulevard.

(b) Green Valley Road from Loma Prieta/Pennsylvania Drive to Freedom Boulevard.

(c) Pennsylvania Drive between Clifford Avenue and South Green Valley Road.

Sec. 4-5.1808 Forty-five miles per hour.

There is determined and declared a prima facie speed limit of forty-five (45) miles per hour on the following named streets:

(a) Airport Boulevard from Highway 1 to Holm Road.

(b) West Beach Street from Lee Road to 860’ East of Industrial Road.

(c) South Green Valley Road between Main Street and Loma Prieta Avenue/Pennsylvania Drive.

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.

*********************************
DATE:  February 9, 2017

TO: Charles Montoya, City Manager

FROM: Tamara Vides, Project Manager

SUBJECT: Resolution to Establish the Monterey Bay Community Power Joint Powers Authority and Approve the City as a Founding Member

AGENDA ITEM: February 14, 2017 City Council

RECOMMENDATION:
It is recommended that the Watsonville City Council take the following actions:

1. Adopt a resolution approving the Monterey Bay Community Power Authority Joint Exercise of Powers Agreement establishing the Monterey Bay Community Power Authority and approving the City of Watsonville as a founding member of the Authority.

2. Introduce an ordinance authorizing the implementation of a Community Choice Energy program in the City of Watsonville.

3. Approve a motion directing staff to move forward on discussions and participation for the City of Watsonville’s share of the credit guarantee; and,

4. Adopt a resolution to appoint two representatives of the City Council to serve as a primary and alternate on the newly formed Monterey Bay Community Power Board of Directors.

5. Approve a motion authorizing staff to attach the final Exhibit B to the JPA Agreement once all parties have adopted the ordinance as required by the Public Utilities Code Section 366.2(c)(12).

DISCUSSION:
Background

Beginning in 2013, Monterey Bay Community Power (MBCP) was formed as a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area,
including the Counties of Santa Cruz, Monterey, and San Benito and all 18 cities located within those counties. This collaborative was created to examine the potential for a community choice energy (CCE) program in the Monterey Bay region.

The goals of MBCP are to reduce greenhouse gas emissions, provide electric power and other forms of energy to customers at competitive prices in the Monterey, Santa Cruz and San Benito County region. In addition, the program seeks to reduce energy consumption, stimulate the local economy by creating local jobs and promote long-term electric rate stability and reliability for the residents of the tri-county area.

A Project Development Advisory Committee (PDAC) comprised of multiple jurisdictions and stakeholders was formed in early 2014 to provide guidance and make key recommendations in the early planning phases of the CCE initiative. Between 2014 and 2016, twenty-six meetings were held by the PDAC allowing for the exchange of ideas and input from participating jurisdictions, stakeholder groups, and interested citizens. In 2014, $404,846 was raised by the Santa Cruz County Project Team to conduct a Phase I Technical Feasibility Study which analyzed the benefits and risks associated with creating a local CCE program. A full copy of the report can be found at [www.montereybayycca.com](http://www.montereybayycca.com). In summary, the study found that “MBCP would be operationally viable under a relatively broad range of resource planning scenarios, demonstrating the potential for customer savings as well as reduced electric sector GHG emissions throughout the region.”

In May and June 2016, the PDAC hosted three special study sessions for county and city elected officials and executive staff for review and discussion of the technical study. Discussion included options regarding power supply, governance, start-up financing and Agency management. In July and August 2016, ad hoc subcommittee meetings focused on JPA governance (i.e. elements of the JPA Agreement) and Agency financing were held for executive staff to discuss issues, timing and approach. As a result of this work, on October 25, 2016, the Watsonville City Council adopted a resolution affirming the City's intent to participate in governance and financing of the MBCP. A copy of the MBCP JPA Agreement and resolution as recommended by participating jurisdictions is included with this packet, as is a template CCE ordinance for your consideration.

**Proposed Governance Structure of MBCP**

The Monterey Bay Community Power JPA will be composed of jurisdictions within the Monterey, Santa Cruz and San Benito counties who have passed a JPA resolution and the required CCE ordinance by February 28, 2017. The JPA will be formed in April 2017 and will begin providing electrical service to customers in Spring 2018. The governing board structure will include a Policy Board composed of elected officials who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Agency budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. It will also include a separate Operations Board composed of senior executive staff who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Agency.

The JPA governing Board will consist of 11 seats, allocated by population size as outlined below. Shared board seats will be determined through the Mayors and Councilmembers’ city selection process in their respective counties, with a term of two years. Directors may be reappointed and serve multiple
Five jurisdictions with 50,000+ population will have a permanent seat on the Board. Pending passage of aforementioned JPA resolution and CCE ordinance, these are: 1) Santa Cruz County, 2) Monterey County, and the cities of 3) Salinas, 4) Watsonville and 5) Santa Cruz. Additionally, the County of San Benito will have a permanent seat on the Board in recognition of the large geographical area it represents. The remaining five shared/rotating seats will be allocated as follows:

- 1 seat for Santa Cruz County small cities (Scotts Valley and Capitola)
- 3 seats for Monterey County small cities, shared within each region:
  - Peninsula Cities (Monterey, Carmel, Pacific Grove);
  - Coastal Cities (Marina, Sand City, Del Rey Oaks, Seaside);
  - Salinas Valley Cities (Gonzales, Greenfield, King City, Soledad);
- 1 seat for San Benito County small cities (San Juan Bautista and Hollister)

**Agency Financing**

In order to move forward with Agency and program implementation, MBCP will need between $2M-$3M to pay for startup costs and an additional $10M-$15M to cover power supply contracting and early operational/working capital needs. In December, Santa Cruz County, on behalf of MBCP issued a banking and credit services RFP seeking a third party lender(s) for both the startup capital and line of credit that will be needed later. The bid deadline for those services is February 1, 2017 and MBCP hopes to have its financing in place by April or May, 2017.

Financial participation for MBCP members is proposed to be a credit guarantee to support the pre-revenue start up loan of up to $3 million. The credit guarantee obligation will be distributed on a per-seat basis and will take the form of a letter of credit, cash collateral or interagency agreement. In the example of an 11-member Board, each seat on the board would be allocated 1/11 (9.1%) of the credit guarantee burden. Shared seat members would divide the credit guarantee among the cities in their respective groupings in order to arrive at the level of credit support that will be required by a third-party lender. The final amount of this loan (and credit guarantee requirement) will be confirmed once ordinances are passed and loan offers have been received.

**Next Steps**

To move forward, the City of Watsonville will be required to pass a resolution for JPA membership, conduct a first reading of the CCE ordinance, direct staff to work with the Santa Cruz County planning team on the credit guarantee requirements, and appoint a representative and alternate to the Policy Board of Directors by February 28, 2017. Municipalities passing resolutions and ordinances will be invited to attend MBCP’s inaugural Board meeting in late April, 2017.

It is therefore recommended that the Watsonville City Council take the following actions:

1. Adopt a resolution establishing the Monterey Bay Community Power Authority and approving the City of Watsonville as a founding member of the Authority.
2. Introduce an ordinance authorizing the implementation of a Community Choice Energy program in the City of Watsonville.

3. Direct staff to move forward on discussions and participation for the City of Watsonville’s share of the credit guarantee; and,

4. Adopt a resolution to appoint two representatives of the City Council to serve as a primary and alternate on the newly formed Monterey Bay Community Power Board of Directors.

5. Authorize staff to attach the final Exhibit B to the JPA Agreement once all parties have adopted the ordinance as required by the Public Utilities Code Section 366.2(c)(12).

FINANCIAL IMPACT:

The Monterey Bay Community Power JPA will need to borrow between $2M-$3M to pay for startup costs. The JPA should be able to repay the loan obtained to fund the startup. There should be no financial impact to the City of Watsonville.

However, there is a small chance that the program would not be able to pay for itself, and in that case, the City may need to contribute up to (9.1%) of the credit guarantee of the startup amount borrowed. The City portion of the loan guarantee is estimated between $200,000 - $350,000. This cost could be paid back to the City once a positive cash flow is established by the JPA.

ATTACHMENTS:

None

cc: City Attorney
RESOLUTION NO._________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING THE JOINT EXERCISE OF POWERS
AGREEMENT ESTABLISHING THE MONTEREY BAY COMMUNITY
POWER (MBCP) AUTHORITY; AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF
WATSONVILLE; AND ADOPTING CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA) EXEMPTION FINDINGS

WHEREAS, AB 117, adopted as California state law in 2002, permits cities, counties, or city and county Joint Power Authorities to aggregate residential, commercial, industrial, municipal and institutional electric loads through Community Choice Aggregation (CCA); and

WHEREAS, there are currently five CCA programs operating in California - MCE Clean Energy, CleanPowerSF, Sonoma Clean Power, Peninsula Clean Energy and Lancaster Choice Energy – with dozens more in formation; and

WHEREAS, on or about October 25, 2016, the City of Watsonville adopted Resolution No. 172-16 (CM) to explore the creation of a CCA program for the Monterey Bay region and participated, in cooperation with the County of Santa Cruz and other local governments, in a technical study that analyzed the potential for a CCA program in the Monterey Bay region; and

WHEREAS, the technical study shows that there are numerous potential benefits for cities and counties that aggregate their electrical load including: 1) an expectation of stable and competitively priced electric generation rates for residents, businesses and municipal operations compared to the electrical rates of Pacific Gas & Electric Company (PG&E), 2) greater use of renewable energy resources than is planned by PG&E, 3) significant greenhouse gas reductions as a result of a cleaner...
power supply than is offered by PG&E; and 4) economic development benefits and local jobs resulting in the creation of MBCP, lower electric rates, and the development of local power resources; and

WHEREAS, the City wishes to be a community choice aggregator and has introduced the Ordinance as required by Public Utilities Code Section 366.2 in order to do so; and

WHEREAS, the City Council has considered the proposed Joint Exercise of Powers Agreement, a copy of which Agreement is attached hereto as Exhibit “1”, under which the City of Watsonville and other municipalities in the Monterey Bay tri-county region - consisting of Santa Cruz, Monterey and San Benito Counties and the cities within those counties - will become the initial members of Monterey Bay Community Power Authority; and

WHEREAS, once the California Public Utilities Commission approves the implementation plan created by MBCP, it will provide service to customers within the cities and counties that choose to join MBCP and to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of the CCE program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so at any time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:
1. That the Joint Exercise of Powers Agreement to form the Monterey Bay Community Power Authority is hereby approved.

2. This resolution and the establishment of the Monterey Bay Community Power Authority is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, as it is not a “project” since this action involves organizational and administrative activities of government that will not result in direct or indirect physical changes in the environment. (14 Cal. Code Regs. § 15378(b)(5)). Further, the ordinance is exempt from CEQA as there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs.§ 15061(b)(3)). A Notice of Exemption shall be filed as authorized by CEQA and the State CEQA guidelines.

3. This resolution shall be effective upon the adoption of Ordinance No. ______ (CM), an Ordinance of the City of Watsonville authorizing the implementation of a Community Choice Aggregation (CCA) Program.

4. That the City Manager be and is hereby authorized and directed to execute said Agreement for and on behalf of the City of Watsonville, which will establish the MBCP Authority with the City as a founding member.
JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

Monterey Bay Community Power Authority

OF

Monterey, Santa Cruz, and San Benito Counties

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes the Monterey Bay Community Power Authority ("Authority"), and is by and among the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

   a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, and San Benito Counties and neighboring regions;
b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;

c. Carrying out programs to reduce energy consumption;

d. Stimulating and sustaining the local economy by lowering electric rates and creating local jobs as a result of MBCP’s CCE program.

e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State’s transition to clean power resources to the extent feasible.

a. It is further desired to establish a short term and long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.

b. In compliance with State law and in alignment with the Authority’s desire to stimulate the development of local renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of local renewable development potential in the Monterey Bay Region and plans to incorporate local power into its energy portfolio as quickly as is possible and economically feasible.

E. The Parties desire to establish a separate public Authority, known as the Monterey Bay Community Power Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

   Exhibit A: Definitions
   Exhibit B: List of the Parties
   Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF MONTEREY BAY COMMUNITY POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and “Monterey Bay Community Power Authority” shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public Authority named the Monterey Bay Community Power Authority. Pursuant to Sections 6506 and 6507 of the
Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

. 2.4.1 to make and enter into contracts;

. 2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

. 2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;
2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party’s governing board;

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations;

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power.
possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6 **Compliance with Local Zoning and Building Laws and CEQA.** Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (“CEQA”).

**ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION**

3.1 **Boards of Directors.** The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

3.1.1 Both Boards shall consist of Directors representing any of the three Counties of Monterey, Santa Cruz, or San Benito that become a signatory to the Agreement and Directors representing any of the Cities or Towns within those counties that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

3.1.2 Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.

3.1.3 Operations Board Directors must be the senior executive/County Administrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations
Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

3.1.4 Board seats will be allocated under the following formulas. Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by February 28, 2017) will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven member agencies, the Policy and Operations Boards’ composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.

3.1.5 Shared board seats will be determined through the Mayors and Councilmembers’ city selection process in their respective counties, with a term of two years. Directors may be reappointed, following the Mayors and Councilmembers’ city selection process in their respective counties, and serve multiple terms. In the event of an established board seat transitioning to a shared seat due to the addition of a new party, the sitting Director will automatically be the first representative for that shared seat to ensure continuity and maintain experience.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.

3.3 Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

3.3.1 The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

3.3.2 The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to
customers in the region, focusing on the routine, day-to-day operations of the Authority.

3.3.3 Policy Board approval shall be required for any of the following actions, including but not limited to:

(a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;

(b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;

(c) The appointment and termination of the Chief Executive Officer;

(d) The adoption of the Annual Budget;

(e) The adoption of an ordinance;

(f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;

(g) The adoption of the Implementation Plan;

(h) The selection of General Counsel, Treasurer and Auditor;

(i) The amending of this Joint Exercise of Powers Agreement; and

(j) Termination of the CCA Program.

3.3.4 Operations Board approval shall be required for the following actions, including but not limited to:

(a) The approval of Authority contracts and agreements, except as provided by Section 3.4.

(b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5 Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner,
or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

3.4 **Chief Executive Officer.** The Authority shall have a Chief Executive Officer (“CEO”). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority’s fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

3.5 **Commissions, Boards, and Committees.** The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if
the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7 Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

   3.7.1. Special Voting Requirements for Certain Matters.

   (a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

   (b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

      (i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

      (ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

      (iii) For purposes of this section, “imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program” does not include any
obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Monterey Bay Community Power Authority. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement

3.9.2 Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of
the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.3 Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

3.9.4 The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all
tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board(s) through resolution, including but not limited to the MBCP Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties’ right to withdraw from the Authority as described in Article 6.
ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority’s fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2 Depository.

. 5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

. 5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

. 5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3 Budget and Recovery of Costs.

. 5.3.1 Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.

. 5.3.2 Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the
extent permitted by law, and the County of Santa Cruz shall be reimbursed from
the payment of such charges by customers of the Authority. Prior to such
reimbursement, the County of Santa Cruz shall provide such documentation of
costs paid as the Board may request. The Authority may establish a reasonable
time period over which such costs are recovered. In the event that the CCA
Program does not become operational, the County of Santa Cruz shall not be
entitled to any reimbursement of the Initial Costs it has paid from the Authority or
any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the
Authority that are directly or indirectly attributable to the provision of electric,
conservation, efficiency, incentives, financing, or other services provided under
the CCA Program, including but not limited to the establishment and maintenance
of various reserves and performance funds and administrative, accounting, legal,
consulting, and other similar costs, shall be recovered through charges to CCA
customers receiving such electric services, or from revenues from grants or other
third-party sources.

5.3.4 Credit Guarantee Requirement. The Parties acknowledge that there will be
a shared responsibility to provide some level of credit support (in the form of a
letter of credit, cash collateral or interagency agreement) for Authority start-up and
initial working capital as may be required by a third party lender. Guarantee
requirements shall be released after program launch and as soon as possible under
the terms of the third-party credit agreement(s). The credit guarantee will be
distributed on a per-seat basis. Shared seat members will divide the credit
guarantee among the cities sharing those seats. The term of the credit guarantee
shall be the same term as specified in the banking agreement. Once a Party has
made a credit guarantee, that guarantee shall remain in place until released, even if
that Party withdraws from the Authority.

5.3.5 The County of Santa Cruz has agreed to provide initial administrative
support on a cost reimbursement basis to the JPA once formed. This includes, but
is not limited to, personnel, payroll, legal, risk management.
6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority’s fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party’s governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party’s Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party’s governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party’s governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party’s share of the credit guarantee described in 5.3.4, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party’s withdrawal, and it shall be the responsibility of
the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party’s participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party’s withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party’s load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum
waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party’s participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party’s financial obligations for the costs described above. Any amount of the Party’s funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 **Disposition of Property upon Termination of Authority.** Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

**ARTICLE 7: MISCELLANEOUS PROVISIONS**

7.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.
7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party’s contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
7.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 **Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 **Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 **Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.
Monterey Bay Community Power Authority

Of

Monterey, Santa Cruz and San Benito Counties

City of Watsonville

______________________________  _________________________
Charles A. Montoya, City Manager  Date

Attest:

______________________________  _________________________
Beatriz Vázquez Flores, City Clerk  Date

Approved as to Form:

______________________________  _________________________
Alan J. Smith, City Attorney  Date
Exhibit A

Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Monterey Bay Community Power Authority.

“Authority Document(s)” means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in this Agreement.

“Director” means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

“Effective Date” means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.
“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

“Initial Participants” means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Operations Board” means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Party” means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Policy Board” means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.
Exhibit B

List of Parties
Exhibit C

Regional Allocation

Board seats in the Monterey Bay Community Power Authority will be allocated as follows:

i. One seat for Santa Cruz County

ii. One seat for Monterey County

iii. One seat for San Benito County

iv. One seat for the City of Santa Cruz

v. One seat for the City of Salinas

vi. One seat for the City of Watsonville

vii. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee

viii. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee

ix. One shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee

x. One shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee

xi. One shared seat for San Benito County cities selected by the City Selection Committee
RESOLUTION NO. __________ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPOINTING COUNCIL MEMBER ____________________ AS DIRECTOR AND COUNCIL MEMBER ____________________ AS ALTERNATE TO THE MONTEREY BAY COMMUNITY POWER JOINT POWERS AUTHORITY POLICY BOARD OF DIRECTORS

WHEREAS, Section 3.1.2 of Article 3: Governance and Internal Organization of the Joint Exercise of Powers Agreement of the Monterey Bay Community Power Authority of Monterey, Santa Cruz and San Benito Counties requires the City Council to appoint a Council Member to the Policy Board of Directors and may appoint an alternate to serve in their absence; and

WHEREAS, the appointees shall serve at the pleasure of the City Council.

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

1. That Council Member ____________________ is hereby appointed to the Monterey Bay Community Power Joint Powers Authority of Monterey, Santa Cruz and San Benito Counties Board of Directors (Policy Board) and shall serve at the pleasure of the City Council.

2. That Council Member ____________________ is hereby appointed alternate to the Monterey Bay Community Power Joint Powers Authority of Monterey, Santa Cruz and San Benito Counties Board of Directors (Policy Board) and shall serve at the pleasure of the City Council.

3. That the City Clerk is hereby directed to transmit a copy of this resolution to the Monterey Bay Community Power Authority of Monterey, Santa Cruz and San Benito Counties Board of Directors.
ORDINANCE NO. ____________ (CM)

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION (CCA) PROGRAM

WHEREAS, Monterey Bay Community Power has investigated options to provide electric services to customers within the tri-county region of Monterey, Santa Cruz and San Benito Counties (Tri-County Region), including incorporated and unincorporated areas, with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and

WHEREAS, Monterey Bay Community Power prepared a Feasibility Study for a community choice aggregation (“CCA”) program in the Tri-County Region with the cooperation of the cities and counties under the provisions of the Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including:

- Providing customers a choice of power providers;
- Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- Reducing greenhouse gas emissions arising from electricity use within San Mateo County;
- Increasing local renewable generation capacity;

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• Increasing energy conservation and efficiency projects and programs;
• Increasing regional energy self-sufficiency;
• Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects; and

WHEREAS, the Joint Exercise of Powers Agreement creating the Monterey Bay Community Power Authority ("Authority") will govern and operate the CCA program on behalf of its member jurisdictions. Under the Joint Exercise of Powers Agreement, cities within the Tri-County Region may participate in the Monterey Bay Community Power CCA program by adopting the resolution and ordinance required by Public Utilities Code section 366.2. Cities choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Powers Agreements; and

WHEREAS, the Authority will enter into Agreements with electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and businesses at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated areas of the tri-county region of Monterey, Santa Cruz and San Benito Counties and within the jurisdiction of those cities therein who have chosen to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the
incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so; and

WHEREAS, on or about October 25, 2016, the City Council held a public hearing at which time interested persons had an opportunity to testify either in support or opposition to implementation of the Monterey Bay Community Power CCA program in the City of Watsonville.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

The above recitations are true and correct and material to this Ordinance

SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM.

Based upon the forgoing, and in order to provide businesses and residents within the City of Watsonville with a choice of power providers and with the benefits described above, the City Council of the City of Watsonville ordains that it shall implement a community choice aggregation program within its jurisdiction by participating as a group with the other counties and cities as described above in the Community Choice Aggregation program of the Monterey Bay Community Power Authority, as generally described in the Joint Exercise of Powers Agreement adopted through Resolution No.__________ (CM) on February 14, 2017.

SECTION 3. SEVERABILITY.

In the event any section, clause or provision of this ordinance shall be determined invalid or unconstitutional, such section, clause or provision shall be
deemed severable and all other sections or portions hereof shall remain in full force and effect. It is the intent of the City Council that it would have adopted all other portions of this ordinance irrespective of any such portion declared to be invalid or unconstitutional.

SECTION 4. ENVIRONMENTAL DETERMINATION.

This ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to the CEQA Guidelines, as it is not a “project” as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because energy will be transported through existing infrastructure (14 Cal. Code Regs. § 15378(a)). Further, this ordinance is exempt from CEQA as there is no possibility that this ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). This ordinance is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment (14 Cal. Code Regs. § 15308). The City Manager’s Office shall cause a Notice of Exemption to be filed as authorized by CEQA and the CEQA guidelines.

SECTION 5. 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 6. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.