

# 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 Karina Cervantez, District 2***  
***Mayor Pro Tempore Felipe Hernandez, District 1***

***Lowell Hurst, Council Member, District 3***  
***Eduardo Montesino, Council Member, District 4***  
***Daniel Dodge, Council Member, District 5***  
***Trina Coffman-Gomez, Council Member, District 6***  
***Dr. Nancy A. Bilicich, Council Member, District 7***

***Carlos J. Palacios, City Manager***  
***Alan J. Smith, City Attorney***  
***Beatriz Vázquez Flores, City Clerk***

**CIVIC PLAZA COUNCIL CHAMBERS**  
**275 MAIN STREET, 4<sup>th</sup> FLOOR, 6<sup>th</sup> LEVEL PARKING**  
**WATSONVILLE, CALIFORNIA**

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**INTERPRETATION SERVICES**  
***Spanish language interpretation is available***

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**AGENDA  
CITY OF WATSONVILLE  
REGULAR CITY COUNCIL**

December 10, 2013

City Council Chambers  
275 Main Street, 4th Floor

**4:30 P.M.**

**10.0 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.

**6:30 P.M.**

**1.0 ROLL CALL**

**2.0 PLEDGE OF ALLEGIANCE**

**3.0 PRESENTATIONS & ORAL COMMUNICATIONS**

**3.1 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 OF THE MEETING.)

**3.2 PRESENTATION OF BEAUTIFICATION AWARDS (Mayor Cervantez):**

**HOUSE & GARDEN AWARDS**

--Bob & Joann Leonard 676 Delta Way	July 2013	District 7 Member Bilicich
--Joelle Treanor 41 Kingfisher Drive	August 2013	District 4 Member Montesino
--Katie Bannister 428 East Beach Street	September 2013	District 2 Mayor Cervantez
--Melissa Philpot 540 Oregon Street	October 2013	District 2 Mayor Cervantez



- 4.6 RESOLUTION APPROVING REVISED JOB CLASSIFICATION OF SENIOR LIBRARY ASSISTANT AT CURRENT SALARY RANGE (Recommended by Personnel Commission)  
--Report  
--Resolution
- 4.7 RESOLUTION APPROVING SIDE LETTER TO MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1272 ESTABLISHING A LIMITED TERM (LT) RELIEF FIREFIGHTER/PARAMEDIC PILOT PROJECT (Recommended by Human Resources Manager Manning)  
--Report  
--Resolution
- 4.8 RESOLUTION APPROVING CONTRACT AMENDMENT WITH CITY MANAGER PALACIOS
- 4.9 RESOLUTION APPROVING CONTRACT AMENDMENT WITH CITY CLERK FLORES

**5.0 ITEMS REMOVED FROM CONSENT AGENDA**

**8.0 NEW BUSINESS**

- 8.1 INVESTMENT POLICY FOR CALENDAR YEAR 2014 & ISSUANCE OF A BANKING SERVICES REQUEST FOR PROPOSALS (Recommended by Administrative Services Director Vega)
  - (a) Staff Report
  - (b) City Council Questions
  - (c) Public Input
  - (d) City Council Discussion
  - (e) Resolution Adopting the City of Watsonville Investment Policy for Calendar Year 2014 and Authorizing by motion, the Issuance of Banking Services Request for Proposals

**9.0 REPORTS & PRESENTATIONS**

- 9.1 REPORT ON ASSESSMENT & PARTNERING WITH MELLO CENTER COMMUNITIES TO DETERMINE THE CENTER'S FUTURE BY ALFREDO VERGARA-LOBO—**No Action Required**
  - (a) Oral Report
  - (b) Council Members Questions
  - (c) Public Input

**8.0 NEW BUSINESS (Continued)**

- 8.2 APPLICATION FOR \$750,000 IN CLEAN WATER ACT 319H GRANT FUNDS FOR PINTO LAKE TOXIC ALGAL BLOOMS TREATMENT (Recommended by Public Works & Utilities Director Palmisano)
  - (a) Staff Report
  - (b) City Council Questions

- (c) Public Hearing
- (d) City Council Discussion
- (e) Resolution Authorizing Submittal Grant Application for \$750,000 in Clean Water Act 319 (h) Grant Funds to Treat Pinto Lake & Implement Watershed Practices that Will Reduce or Eliminate Toxic Algal Blooms

## 9.0 REPORTS & PRESENTATIONS (Continued)

- 9.2 REPORT ON THE EFFORTS TO ESTABLISH A NON-PROFIT CHARITABLE CORPORATION DEDICATED TO THE PARKS AND COMMUNITY SERVICES DEPARTMENT (Recommended by Parks & Community Services Director Espinoza)—**No Action Required**
  - (a) Oral Report
  - (b) Council Members Questions
  - (c) Public Input
  
- 9.3 WRITTEN REPORTS FROM CITY COUNCIL MEMBERS REGARDING CONFERENCE ATTENDANCE—As Required by AB 1234—**No Action Required**—California League of Cities (September 18-20, 2013—Sacramento) Mayor Cervantez, Mayor Pro Tempore Hernandez, and Council Members Coffman-Gomez and Dodge

## 10.1 EMERGENCY ITEMS ADDED TO AGENDA

## 10.2 INFORMATION ITEMS—Written Report(s) Only

- (a) Report of Disbursements
- (b) Miscellaneous Documents

## 11.0 ADJOURNMENT

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

*Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office (275 Main Street, 4<sup>th</sup> Floor) during normal business hours. Such documents are also available on the City of Watsonville website at [www.cityofwatsonville.org](http://www.cityofwatsonville.org) subject to staff's ability to post the document before the meeting.*

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



4:30 P.M.

City Council Chambers  
275 Main Street, 4<sup>th</sup> Floor

X  Regular        Adjourned        Special Meeting of  December 10, 2013   
[Date]

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

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

1. Pending litigation pursuant to subdivision (d)(1):
  - a) Name of case: Skip Prigge — Workers' Compensation Claim No. CYWA-555903

**B. PERSONNEL MATTERS**  
(Government Code Section 54957)

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager  
Title: City Clerk

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

1. Agency negotiator: Mayor's Ad Hoc Committee  
Unrepresented employee: City Manager  
Unrepresented employee: City Clerk

Dated:  Tuesday, December 03, 2013

Prepared by: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be "AS", written over a horizontal line.

Alan J. Smith, City Attorney

## MINUTES REGULAR CITY COUNCIL MEETING

November 12, 2013

City of Watsonville  
Council Chambers  
275 Main Street, 4<sup>th</sup> Floor

### CONTENTS

	<b><u>4:35 P.M. City Council Meeting</u></b>	2.0	Pledge of Allegiance
1.0	Roll Call	3.1	Oral Communications
4.1	Motion Approve Minutes	3.2	Proclamation "Rick Noble Day"
4.2	Reso 150-13 Agrmnt PVUSD for Summer Aquatics Program	3.3	Proclamation Soroptimist Int. 85 <sup>th</sup> Anniversary
4.3	Reso 151-13 PARSAC Appointments	3.4	Presentation of Elyse Destout's 4 <sup>th</sup> of July Parade Video
4.4	Item Removed. See 5.0.	3.5	Report out of Closed Session
4.5	Ord 1296-13 Bldg & Hsng Admin Code	8.1	Reso 153-13 U.N.A.M. Pumas Agreement
4.6	Ord 1297-13 Building Regulations	7.3	Motion Accept Report & Support Grant Application Submitted to RTC
4.7	Ord 1298-13 Fire Code	7.4	SCRTC Improvement Program & Coast Rail Trail
4.8	Motion Approve Local Appts List	8.2	Motion Review Polystyrene Foam Ban
4.9	Motion Approve 2014 Council Meetings Calendar	10.2	Information Items. (a) Report of Disbursements (b) Miscellaneous Documents
4.10	Motion Approve Food for Fines Drive	11.0	Adjournment.
5.0	Reso 152-13 Appoint Mayor Pro Temp Cervantez to SCMTD		
	<b><u>5:35 P.M. Session</u></b>		
10.0	Closed Session		
	<b><u>6:35 P.M. City Council Meeting</u></b>		
1.0	Roll Call		

### **4:35 PM**

#### 1.0 ROLL CALL

Mayor Hurst and Council Members Bilicich (arrived at 5:12 PM), Coffman-Gomez, Dodge, Hernandez (arrived at 4:40 PM), and Montesino were present. Mayor Pro Tempore Cervantez was absent.

#### 4.0 CONSENT AGENDA

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

Member Coffman-Gomez requested that Item 4.4 be removed from Consent Agenda and considered under Item 5.0.

**MOTION:** It was moved by Member Montesino, seconded by Member Dodge and carried by the following vote that Consent Agenda Items 4.1 through 4.3 and Items 4.5 through 4.10 be approved:

AYES: MEMBERS: Coffman-Gomez, Dodge, Montesino, Hurst  
NOES: MEMBERS: None

ABSENT: MEMBERS: Bilicich, Cervantez, Hernandez

- 4.1 MOTION APPROVING COUNCIL MINUTES OF OCTOBER 22, 2013
- 4.2 RESOLUTION NO. 150-13 (CM):  
RESOLUTION APPROVING AGREEMENT WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF WATSONVILLE HIGH SCHOOL POOL FOR CITY'S 2014 SUMMER AQUATICS PROGRAM
- 4.3 RESOLUTION NO. 151-13 (CM):  
RESOLUTION APPOINTING HUMAN RESOURCES MANAGER NATHALIE MANNING AS THE CITY'S OFFICIAL REPRESENTATIVE & SENIOR ADMINISTRATIVE ANALYST TAMARA VIDES, AS AN ALTERNATE, TO THE BOARD OF DIRECTORS OF THE JOINT POWERS INSURANCE RISK POOL, PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)
- 4.4 Item Removed. See 5.0
- 4.5 ORDINANCE NO 1296-13 (CM):  
ORDINANCE REPEALING CHAPTER 1 (BUILDING & HOUSING ADMINISTRATIVE CODE) IN ITS ENTIRETY & ADDING A NEW CHAPTER 1 (BUILDING & HOUSING ADMINISTRATIVE CODE) OF TITLE 8 (BUILDING REGULATIONS) OF WATSONVILLE MUNICIPAL CODE PERTAINING TO THE ADMINISTRATIVE PROVISIONS FOR THE ADOPTED CONSTRUCTION REGULATIONS
- 4.6 ORDINANCE NO. 1297-13 (CM):  
ORDINANCE AMENDING TITLE 8 (BUILDING REGULATIONS) BY ADOPTING CERTAIN CHAPTERS PERTAINING TO ADOPTION BY REFERENCE OF THE 2013 EDITION OF THE CALIFORNIA BUILDING CODE VOLUMES 1 & 2 & AMENDING THIS CODE AS IDENTIFIED HEREIN, THROUGH EXPRESS FINDINGS OF LOCAL NECESSITY IN CHAPTER 2 (BUILDING CODE), CHAPTER 2.5 (RESIDENTIAL CODE), CHAPTER 3 (ELECTRICAL CODE), CHAPTER 4 (MECHANICAL CODE), CHAPTER 5 (PLUMBING CODE), CHAPTER 7 (HOUSING CODE), CHAPTER 8 (ABATEMENT OF DANGEROUS BUILDING CODE), CHAPTER 10 (BUILDING CONSERVATION CODE), & CHAPTER 15 (GREEN BUILDING CODE) OF THE WATSONVILLE MUNICIPAL CODE
- 4.7 ORDINANCE NO. 1298-13 (CM):  
ORDINANCE AMENDING CHAPTER 9 (FIRE CODE) OF TITLE 8 (BUILDING REGULATIONS) OF THE WATSONVILLE MUNICIPAL CODE BY AMENDING, ADDING AND/OR DELETING CERTAIN ARTICLES, SECTIONS OR SUBSECTIONS PERTAINING TO THE ADOPTION OF THE 2013 EDITION OF THE CALIFORNIA FIRE CODE
- 4.8 MOTION AFFIRMING LOCAL APPOINTMENTS LIST FOR COMMISSIONS, BOARDS, & COMMITTEES
- 4.9 MOTION APPROVING REGULAR CITY COUNCIL MEETINGS FOR CALENDAR YEAR 2014

**4.10 MOTION APPROVING FOOD FOR FINES DRIVE FROM NOVEMBER 30, 2013, TO DECEMBER 14, 2013, IN CONJUNCTION WITH THE SECOND HARVEST FOOD BANK'S HOLIDAY FOOD DRIVE**

*Member Hernandez arrived at 4:40 PM.*

**5.0 ITEMS REMOVED FROM CONSENT AGENDA**

In answering Member Coffman-Gomez, City Manager Palacios stated that anyone the Council deemed responsible could be appointed to the Santa Cruz Metropolitan Transit District Board of Directors (SCMTD) to represent the City. Member Coffman-Gomez stated she was not notified of the opening and would have appreciated being notified as there may have been interested people.

City Manager Palacios stated that typically Council Members were appointed onto the Santa Cruz Metropolitan Transit District Board of Directors, but Council had the ability to appoint others. He added that Council could implement a different way of appointing people onto boards.

In answering Member Hurst, City Clerk Vázquez Flores stated that there were no alternates for the SCMTD.

Member Coffman-Gomez asked that in the future, openings on boards be made public to allow for residents to express interest.

Member Dodge stated that Mayor Pro Tempore Cervantez had expressed interest in applying for the SCMTD earlier that year and Council took that into consideration.

Member Coffman-Gomez requested Council be updated regularly on board openings. She suggested Council Members rotate seats on boards in order to allow for Council Members to learn and provide feedback in different areas. She stated Council needed to implement protocol for all appointments.

City Clerk Vázquez Flores stated Council would be receiving a schedule of committee and board members and their terms.

**4.4 RESOLUTION NO. 152-13 (CM):  
RESOLUTION APPOINTING MAYOR PRO TEMPORE KARINA CERVANTEZ TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS COMMENCING ON JANUARY 1, 2014, & ENDING DECEMBER 31, 2017**

**MOTION:** It was moved by Member Coffman-Gomez, seconded by Member Dodge and carried by the following vote that Consent Agenda Item 4.4 be approved:

AYES:	MEMBERS:	Coffman-Gomez, Dodge, Hernandez, Montesino, Hurst
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	Bilicich, Cervantez

## 7.0 REPORTS & PRESENTATIONS

### 7.1 PRESENTATION ON EMERGENCY OPERATION CENTER PROCESS (EOC) & COUNCIL'S ROLES

(a) **Oral Report**

The report was given by Fire Chief Bisbee.

(b) **Council Members Questions**

Fire Chief Bisbee explained for Member Coffman-Gomez, the purpose of a Disaster Declaration. City Attorney Smith added that a Disaster Declaration was a simple document which triggered eligibility for state and federal relief.

Mayor Hurst spoke about the importance of Emergency Operations Centers.

Fire Chief Bisbee spoke about efforts the City was making to prepare itself in case of emergencies.

In answering Member Hernandez, Fire Chief Bisbee stated that during an emergency, Council Members would be receiving information from the Public Information Officer and Director of Emergency Services. He stated Council should work on rumor control and calming residents.

Fire Chief Bisbee, in answering Mayor Hurst, said the Red Cross designates shelters in South County .

(c) **Public Input (None)**

### 7.2 FISCAL YEAR 2013-14 QUARTERLY FINANCIAL REPORT

*Member Bilicich arrived at 5:12 PM.*

(a) **Staff Report**

The report was given by Administrative Services Director Vega.

(b) **Council Members Questions**

Administrative Services Director Vega and City Manager Palacios answered questions from Member Coffman-Gomez regarding the tax in lieu of the Vehicle License Fees (VLF), construction fees, and payments in lieu of property taxes.

In answering Mayor Hurst, Administrative Services Director Vega stated that the City in comparison to other cities was not doing well in generating revenue from property taxes or sales taxes.

Member Dodge asked for a chart that compared sales tax and property tax revenues of the City with other local cities.

Administrative Services Director Vega answered questions from Member Bilicich regarding expenditures for the departments included in General Government section of his report. He stated he would respond to her question regarding the Civic Center Common Area at a later time.

**(c) Public Input (None)**

*The City Council recessed to Closed Session at 5:35 p.m.*

**5:35 P.M.**

**10.0 CLOSED SESSION**

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

- (a) Mayor Hurst called for Public Comments regarding the Closed Session agenda. **(None)**
- (b) Closed Session Announcement  
The City Council recessed to discuss those items listed on the Closed Session Statement attached to the Agenda as follows:

**A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

(Government Code Section 54956.9)

- 1. Pending litigation pursuant to subdivision (d)(1):
  - a) Name of case: Mark Heim and Jynel Heim, The Estate of Donald T. Heim et al. v. City of Watsonville – Santa Cruz Superior Court  
(Case No. CV154815)  
Heim v. Heim — USDC – NDC (Case No. CV10-03816)
  - b) Name of case: Ethnobotanica v. City of Watsonville — Santa Cruz County Superior Court (Case No. CV173820)
  - c) Name of case: Baltazar Martinez v. Violeta Villalobos Sanchez, Ronald Louis Miranda Jr., City of Watsonville – Santa Cruz Superior Court  
(Case No. WC008076)

**B. CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code Section 54957.6)

- 1. Agency negotiator: Carlos Palacios and Nathalie Manning  
Employee organization: Fire

**JOINT CITY COUNCIL/SUCCESSOR AGENCY  
FOR FORMER REDEVELOPMENT AGENCY**

**C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

(Government Code Section 54956.9)

- 1. Pending litigation pursuant to subdivision (d)(1):
  - a) Name of case: City of Watsonville and Successor Agency to the Redevelopment Agency of the City of Watsonville v. California Department of Finance et al. — Sacramento County Superior Court (Case No. 34-2013-80001523)

## **6:35 P.M.**

### **1.0 ROLL CALL**

Mayor Hurst, Mayor Pro Tempore Cervantez (arrived at 6:40 PM), and Council Members Bilicich, Coffman-Gomez, Dodge, Hernandez, and Montesino were present.

Staff members present were City Manager Palacios, City Attorney Smith, City Clerk Vázquez Flores, Assistant City Manager Tavantzis, Public Works & Utilities Director Palmisano, Fire Chief Bisbee, Administrative Services Director Vega, Parks & Community Services Director Espinoza, Library Director Heitzig, Assistant Public Works & Utilities Director Rodriguez, Human Resources Manager Manning, Assistant Parks & Community Services Director Blachly, Building Official Hicks, Principal Engineer Fontes, Life Safety Officer Griesinger, Deputy City Clerk Ortiz, and Interpreter Landaverry.

### **2.0 PLEDGE OF ALLEGIANCE**

### **3.0 PRESENTATIONS & ORAL COMMUNICATIONS**

#### **3.1 ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL**

Gina Castaneda, Pájaro Valley United Girls Soccer Team Coach, introduced herself to Council and spoke of the achievements the team had accomplished. She spoke about the team's participation in an opening ceremony for the United States Women's National Soccer Team and thanked McDonalds for sponsoring the trip.

Martin Guerrero, McDonalds Owner, stated he was happy to help Gina Castaneda's team go to the U.S. Women's Soccer Team game.

Rhea DeHart, District 7, announced that almost all Zone 7, Flood Control and Water Conservation District meetings would be held in Watsonville after a decision by the Board of Supervisors was made at their last meeting. She thanked all Watsonville residents that attended that meeting.

Ernestina Saldana stated that the Watsonville Transit Center was inaccessible for people in wheelchairs and was not designed for handicapped people, which made using the restrooms that much more difficult. She asked that bus drivers be bilingual, bicultural and responsive to the needs of the handicapped.

Felipa De Leon stated that the many bus stops were poorly lit, resulting in passengers being left behind. She asked that a bus route to Independent Square be added.

Marisol Zamora stated that adding an AT&T Cell Tower to Vista Montaña near Franich Park would adversely affect the health of children at a nearby school.

Veronica Mendoza expressed her concerns regarding the plans to place an AT&T Cell Tower near a school and park.

Yolanda Mendoza, Vista Montaña resident, expressed her concerns regarding the placement of an AT&T Cell Tower near a park and a school (submitted a petition to Council).

Assistant City Manager Tavantzis stated that a neighborhood meeting, organized by AT&T, would be taking place at Ann Soldo Elementary School. She stated the approval process for the Cell Tower would be postponed until after meeting. She added that the Planning Commission could deny approval of the tower, in which case AT&T could appeal to Council for a final decision.

Silvia Luna introduced herself to Council and stated lack of maintenance on City sidewalks made it difficult for her to reach her destinations. She stated there were many issues that did not allow for people in wheelchairs to circulate around town. She offered to inspect buildings and streets on behalf of the City to make sure they were wheelchair friendly.

Christopher Lang invited the council to visit The Hawn Foundation's website at [thehawnfoundation.org](http://thehawnfoundation.org). He stated his commitment to help Council promote peace in Watsonville.

Member Dodge thanked the members of the ADA Community for addressing the council. He spoke about several issues the Santa Cruz County Metropolitan Transit District was working on. He thanked Gina Castañeda and her girls soccer team for addressing Council. He displayed several images and spoke about positive events that had previously happened in Watsonville. Member Dodge wished a speedy recovery to the young man who was injured in an accident at Ramsay Park. He announced that he would be running for re-election in 2014.

Member Hernandez thanked all veterans for their service and thanked all who participated in the Veteran's Day event. He spoke about several events he attended the previous weeks and thanked everyone who organized those events.

Member Bilicich spoke about the Veteran's Day event and stressed the importance of supporting those who served in the military. She stated that almost all future Zone 7, Flood Control and Water Conservation meetings would be held in Watsonville. She thanked McDonalds for supporting youth in Watsonville. She spoke about several events she attended in the previous weeks. She commended Dr. Laurel Jones for her work at Cabrillo College. She spoke about the difficulties handicapped people face on a day to day basis and stressed the importance of dealing with accessibility issues.

Member Coffman-Gomez thanked staff for their support for the loss of her father. She invited the public to read the Information Items to see the positive things the City was doing. She stated the City needed to pursue consistency with the approval of alcohol permits. She also thanked Terry Medina for serving as Police Chief during Police Chief Solano's absence

Mayor Pro Tempore Cervantez thanked all veterans including Council Member Felipe Hernandez for their service in the military and thanked all who participated in the Veteran's Day event. She spoke about the Watsonville Forward event and invited the public to attend the next event on December 3, 2013.

Member Montesino thanked the residents for attending the Council meeting. Deputy City Clerk Ortiz, in answering Member Montesino, stated that the next Youth City Council Meeting would be held November 18, 2013, at 5:00 p.m. Member Montesino invited the

public to the Santa Cruz Metropolitan Transit District Board of Directors meeting on November 22, 2013, at the Watsonville Council Chambers.

Mayor Hurst spoke about several events he attended during the previous weeks and encouraged residents to attend local events.

**3.2 MAYOR'S PROCLAMATION DECLARING NOVEMBER 12, 2013, "RICK NOBLE DAY—COMMUNITY SERVICE AWARD"**

**3.3 MAYOR'S PROCLAMATION TO SOROPTIMIST INTERNATIONAL OF WATSONVILLE FOR ITS 85<sup>TH</sup> ANNIVERSARY**

**3.4 PRESENTATION OF VIDEO PRODUCED BY ELYSE DESTOUT OF WATSONVILLE'S 4<sup>TH</sup> OF JULY PARADE**

**3.5 REPORT OUT OF CLOSED SESSION**

City Attorney Smith reported that the Council received reports on all items on the Closed Session agenda, discussed them, but no final action taken.

**8.0 NEW BUSINESS**

**8.1 AGREEMENT WITH CLUB UNIVERSIDAD NACIONAL A.C. (NATIONAL UNIVERSITY CLUB) TO BECOME AN AFFILIATE OF THE SOCCER CLUB PUMAS**

**(a) Staff Report**

The report was given by Recreation Supervisor Jimenez.

**(b) City Council Questions**

Mayor Hurst thanked Recreation Supervisor Jimenez for his presentation and work.

In answering Member Bilicich, Recreation Supervisor Jimenez stated that the cost of becoming an affiliate with the Pumas was \$7,000 for one year, and the Harbourton Foundation had generously donated \$7,000 to be used specifically for the affiliation fee.

Recreation Supervisor Jimenez, in answering Member Dodge, listed the reasons the City was pursuing an affiliation with Pumas as opposed to other soccer teams.

Recreation Supervisor Jimenez answered questions from Member Coffman-Gomez regarding the Harbourton Foundation, use of facilities by Pumas, fees, participation, marketing, and the possible extension of soccer seasons.

Member Hernandez spoke in support of the affiliation with Pumas and stressed the importance of creating opportunities for players and coaches.

Recreation Supervisor Jimenez, in answering Member Bilicich, listed the facilities available for use by Pumas. City Manager Palacios answered questions from Member Bilicich regarding maintenance of fields in result of increased use.

**(c) Public Input**

Mel Norrbom spoke in support of creating an affiliation with Pumas. He spoke about several achievements of local soccer players and stressed the importance of creating opportunities for young players.

City Manager Palacios stated that Javier Gomez was a former Watsonville resident who played in a United States Major League Soccer team.

Alfonso Lobato introduced himself to Council and spoke in support of an affiliation with Pumas.

Hector Solis stated that an affiliation with Pumas would help the community and stated that funding for the affiliation costs were covered by the Harbourton Foundation. He stressed the importance of providing recreational activities for youth in order to keep them out of crime.

Mrs. Montesino stated there was a lot of talent in youth soccer and spoke in support of the affiliation with Pumas.

Rhea DeHart, Parks & Recreation Commissioner, spoke about the success of the youth recreational soccer program and spoke in support of the affiliation with Pumas.

Luis spoke about the positive example that Club Pumas brings to communities. He suggested creating a competitive soccer league in Watsonville.

**(d) City Council Discussion**

Member Bilicich spoke about the need for additional soccer opportunities for residents and spoke in support of the affiliation with Club Pumas.

Member Coffman-Gomez stated that an affiliation with Pumas would result in increased tourism and increase in revenue for the City.

Member Dodge stated that it was important to nurture sports in Watsonville. He spoke about the challenges the City faced in doing so.

Mayor Pro Tempore Cervantez spoke about the benefits of promoting sports in Watsonville. She thanked Claudia Chimal for her work.

**(e) RESOLUTION 153-13 (CM):  
RESOLUTION APPROVING AFFILIATE AGREEMENT WITH CLUB  
UNIVERSIDAD NACIONAL A.C. (NATIONAL UNIVERSITY CLUB)  
AUTHORIZING CITY'S YOUTH SOCCER PROGRAM TO BECOME AN  
AFFILIATE OF THE CLUB PUMAS**

**MOTION:** It was moved by Member Dodge, seconded by Member Montesino, and carried by the following vote that the above resolution (e) be approved:

AYES:	MEMBERS:	Bilicich, Cervantez, Coffman-Gomez, Dodge, Hernandez, Montesino, Hurst
NOES:	MEMBERS:	None

ABSENT: MEMBERS: None

**7.0 REPORTS & PRESENTATIONS (Continued)**

**7.3 REPORT ON CURRENT CITY GRANT APPLICATIONS TO THE 2014 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM**

**(a) Staff Report**

The Report was given by Principal Engineer Fontes.

**(b) Council Members Questions**

Member Bilicich commended Principal Engineer Fontes for his work. Principal Engineer Fontes, in answering Member Bilicich, stated that there would be a 10 foot separation from the center of the tracks to the edge of the trail and a 4.5 foot fence between the tracks and the trail.

Principal Engineer Fontes answered questions from Member Dodge regarding developments of trails and access to Pájaro Valley High School. Public Works and Utilities Director Palmisano, in answering Member Dodge, stated that Watsonville Wetlands Watch was making an effort to diversify its board.

Mayor Hurst spoke about the traffic congestion near Pájaro Valley High School.

Principal Engineer Fontes answered questions from Member Coffman-Gomez regarding length of trails, timeline for new trails, construction of new trails, and funding for new projects.

Member Hernandez suggested providing information of parking locations for users of the trails.

**(c) Public Input**

Terri Corwin, Executive Director with the Land Trust, spoke in support of the grant applications. She spoke about the efforts the Land Trust was making to diversify the board.

Ms. Corwin answered questions for Member Dodge regarding the diversity of the Land Trust Board and efforts to include more members.

Dobie Jenkins, Watsonville Wetlands Watch, stated his support for the grant applications. He spoke about the efforts Watsonville Wetlands Watch was making to diversify their board.

Anna Kamer spoke in support of the grant applications and creating more trails.

Dan Fallerina thanked the City, the Land Trust, and Watsonville Wetlands Watch for working on expanding the trail system.

Christopher Lang stressed the importance of access to public transportation from the trails and asked for staff to look into making it easier for the public to have access to those locations.

Member Dodge spoke about the efforts the Metropolitan Transit District was making to improve public transportation stations and stops. Member Dodge thanked Dobie Jenkins for serving the City and in the Watsonville Wetlands Watch Board. He thanked the Land Trust for their work in the City.

Member Montesino asked staff to report to Council after the application process ended.

Mayor Pro Tempore Cervantez thanked Watsonville Wetlands Watch and the Land Trust for cooperating with the City. She stated that partnerships with non-profits help strengthen grant applications. She spoke about the positive impacts trails had on pedestrians.

**(d) MOTION ACCEPTING REPORT & SUPPORTING CURRENT CITY GRANT APPLICATIONS SUBMITTED TO THE REGIONAL TRANSPORTATION COMMISSION**

**MOTION:** It was moved by Member Bilicich, seconded by Member Coffman-Gomez, and carried by the following vote that Council accept the report and support current City grant applications submitted to the Regional Transportation Commission:

AYES:	MEMBERS:	Bilicich, Cervantez, Coffman-Gomez, Dodge, Hernandez, Montesino, Hurst
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

**7.4 REPORT ON 2014 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM & COAST RAIL TRAIL**

**(a) Report by Santa Cruz County Regional Transportation Commission (RTC)**

The report was given by Regional Transportation Commission Executive Director Dondero

**(b) Council Members Questions**

Mayor Hurst thanked RTC Executive Director Dondero for his presentation.

Executive Director Dondero answered questions from Member Coffman-Gomez regarding the planned train from Watsonville to Santa Cruz, the bridges needed, and costs associated with the project.

Executive Director Dondero, in answering Member Hernandez, stated the RTC was exploring special use trains such as dinner trains.

Executive Director Dondero answered questions from Member Coffman-Gomez regarding need for additional easements.

Member Montesino stated the community's need for relief of the Highway 1 congestion problems. Executive Director Dondero stated that there was a severe lack of funding for an expansion of Highway 1. He spoke about the next projects to ease congestion on Highway 1 and efforts to improve traffic flow.

Executive Director Dondero, in answering Member Dodge, explained the Highway 1 Corridor improvement project and the difficulties in completing the project. He answered questions from Member Dodge regarding needs of the RTC and revenue that could be generated through different taxes and tax increases.

Mayor Hurst spoke about the train in Pájaro, CA that ran from Seattle, WA to San Diego, CA and the potential it had to transport residents if it stopped in Pájaro.

**(c) Public Input (None)**

**8.0 NEW BUSINESS (Continued)**

**8.2 REPORT ON ORDINANCES BANNING SALES OF POLYSTYRENE FOAM PRODUCTS IN SANTA CRUZ COUNTY**

**(a) Staff Report**

The Report was given by Public Works & Utilities Director Palmisano.

**(b) City Council Questions**

Member Montesino stated his support for banning polystyrene foam products and single-use plastic bags. Public Works & Utilities Director Palmisano answered questions from Member Montesino regarding reusable plastic bags being sold in stores.

Member Dodge recommended the City communicate with businesses to clarify questions and concerns brought up by residents regarding single-use bags.

Public Works and Utilities Director Palmisano, in answering Mayor Pro Tempore Cervantez, stated that City staff would educate residents on the banning of products and respond to complaints as received.

Public Works and Utilities Director Palmisano, in answering Member Coffman-Gomez, stated that the money charged for single-use plastic bags was kept by the store where it was purchased. The money collected was not being used for City purposes or educational purposes. Public Works and Utilities Director Palmisano answered questions from Member Coffman-Gomez regarding the specifics of banning polystyrene foam products and the challenges.

Mayor Hurst stated the City should strive to stay consistent with neighboring cities in order to prevent confusion when implementing bans. He added that polystyrene foam products did not decompose well and should be banned.

Member Montesino stated education and incentives were key when banning products.

Member Dodge stated the City should strive to stay consistent with the rest of the County when banning polystyrene foam products.

Member Hernandez spoke in support of banning polystyrene foam products.

(c) **Public Input (None)**

(d) **City Council Discussion**

Mayor Hurst recommended the City look to the County's Polystyrene Ordinance in order to construct an effective ordinance for Watsonville. He stressed the importance of staying consistent with neighboring cities when banning styrofoam.

Member Coffman-Gomez stated the City should converse with shipping companies to see what the most effective ordinance would be.

Member Montesino stated he would like to revisit the Single-Use Plastic Bag Ban Ordinance.

City Manager Palacios stated the City was reviewing the Single-Use Plastic Bag Ban Ordinance and would be looking for improvements. He added that Council could not make any decisions regarding that Ordinance at that time.

(e) **MOTION:** It was moved by Member Hernandez, seconded by Member Dodge, and carried by the following vote to direct staff to develop an ordinance banning polystyrene foam products consistent with the County of Santa Cruz' ordinance:

AYES: MEMBERS: Cervantez, Coffman-Gomez, Dodge, Hernandez, Montesino, Hurst

NOES: MEMBERS: None

ABSENT: MEMBERS: Bilicich

**10.1 EMERGENCY ITEMS ADDED TO AGENDA**

**10.2 INFORMATION ITEMS—Written Report(s) Only**

(a) **Report of Disbursements**

Member Coffman-Gomez asked for information regarding expenses for utilities and solar power. City Manager Palacios stated he would give her that information at a later time.

(b) **Miscellaneous Documents**

**11.0 ADJOURNMENT**

The meeting adjourned at 10:08 P.M.

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Lowell Hurst, Mayor

ATTEST:

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Beatriz Vázquez Flores, City Clerk

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# MINUTES REGULAR CITY COUNCIL MEETING

November 19, 2013

City of Watsonville  
Council Chambers  
275 Main Street, 4<sup>th</sup> Floor

## CONTENTS

	<b><u>6:37 P.M. City Council Meeting</u></b>	8.1	Present Gavel to Mayor Hurst
1.0	Roll Call	8.2	Reso 158-13 Elect Mayor
2.0	Pledge of Allegiance	8.3	Reso 159-13 Elect Mayor Pro Tempore
3.1	Oral Communications	8.4	Comments from new Mayor
4.1	Motion Approve Investment Report	8.5	Comments from new Mayor Pro Tempore
4.2	Rejection of Claims	8.6	Comments from Council Members
	a. Reso 154-13 Maria Gutierrez	10.1	Emergency Items
	b. Reso 155-13 Stephan Rodriguez	11.0	Adjournment.
	c. Reso 156-13 Joseph Rosenthal		
4.3	Reso 157-13 Appoint Silvia M. Diaz to Personnel Commission		

## **6:37 PM**

### **1.0 ROLL CALL**

Mayor Hurst, Mayor Pro Tempore Cervantez, and Council Members Bilicich, Coffman-Gomez, Dodge, Hernandez, and Montesino were present.

Staff members present were City Manager Palacios, City Attorney Smith, Deputy City Clerk Ortiz, Assistant City Manager Tavantzis, Public Works & Utilities Director Palmisano, Police Chief Solano, Fire Chief Bisbee, Administrative Services Director Vega, Parks & Community Services Director Espinoza, Library Director Heitzig, Human Resources Manager Manning, Assistant Parks & Community Services Director Blachly, Legal Secretary Ibarra, and Interpreter Miranda.

### **2.0 PLEDGE OF ALLEGIANCE**

### **3.0 PRESENTATIONS & ORAL COMMUNICATIONS**

#### **3.1 ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL**

Marilynn Garret expressed her concerns about wireless microwave radiation. She stated her opposition to allowing a cell tower to be placed in the Baptist Church near E.A. Hall School. She also stated her opposition to a cell tower being placed in Vista Montaña.

Christopher Lang stated there would be peace in Watsonville and stated the key to peace was love. He recommended that the City change its name to Freedom.

Member Bilicich spoke about the Community Hero Awards event sponsored by United Way held in the Council Chambers. She thanked the Community Development Department and the Fire Department for attending the Bay Village community meeting and answering questions.

Member Coffman-Gomez spoke about an event at the Mello Center where Sonia Nazario spoke about her book *Enrique's Journey*. She congratulated Papás on their 10 year anniversary. She also invited the public to participate in the Train to Christmas Town event.

Member Dodge acknowledged his granddaughter in the audience and encouraged youth to participate in local government.

Member Hernandez spoke about his attendance at the Youth Council Meeting and commended them for their work. He thanked Paul DeWorken and Robert Ash for their work in the community. He spoke about the Watsonville Forward event, several activities in the downtown plaza, and the Train to Christmas Town. He also invited the public to attend the thanksgiving breakfast at McDonalds on November 28, 2013.

Mayor Pro Tempore Cervantez thanked Dulce Sixtos and Verenise Valentin for their work in the Watsonville Youth City Council. She commended the Youth City Council for their help in changing the perception of Watsonville.

Mayor Hurst spoke about the Community Assessment Project and encouraged everyone to read their book. He thanked Judge Denine Guy for her years of service to the community. He invited the public to visit the downtown plaza and see the new Christmas tree.

#### **4.0 CONSENT AGENDA**

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

Member Hurst thanked Silvia M. Diaz for her willingness to participate in the Personnel Commission.

**MOTION:** It was moved by Member Dodge, seconded by Member Montesino and carried by the following vote that the Consent Agenda be approved:

AYES:	MEMBERS:	Bilicich, Cervantez, Coffman-Gomez, Dodge, Hernandez, Montesino, Hurst
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

#### **4.1 MOTION APPROVING JULY THROUGH SEPTEMBER 2013 INVESTMENT REPORT**

#### **4.2 RESOLUTIONS REJECTING CLAIMS FOR DAMAGES OF:**

- (a) RESOLUTION NO. 154-13 (CM):  
RESOLUTION REJECTING CLAM FOR DAMAGES OF MARIA GUTIERREZ (Date of Occurrence: April 15, 2013)**
- (b) RESOLUTION NO. 155-13 (CM):  
RESOLUTION REJECTING CLAM FOR DAMAGES OF STEPHAN RODRIGUEZ (Date of Occurrence: August 28, 2013)**

(c) **RESOLUTION NO. 156-13 (CM):  
RESOLUTION REJECTING CLAM FOR DAMAGES OF JOSEPH  
ROSENTHAL (Date of Occurrence: on or about May 3, 2013)**

4.3 **RESOLUTION NO. 157-13(CM):  
RESOLUTION APPOINTING SILVIA M. DIAZ TO PERSONNEL COMMISSION  
[District 3]**

8.0 **NEW BUSINESS**

8.1 **PRESENTATION OF GAVEL TO MAYOR HURST BY MAYOR PRO TEMPORE  
CERVANTEZ**

8.2 **ELECTION OF MAYOR**

(a) **Staff Report**

Deputy City Clerk Ortiz explained the nomination and election process for Mayor and Mayor Pro Tempore.

**MOTION:** It was moved by Member Coffman-Gomez, seconded by Member Montesino, and carried by the following vote that Council approve the process for nomination and election process of Mayor and Mayor Pro Tempore:

AYES: MEMBERS: Bilicich, Cervantez, Coffman-Gomez, Dodge,  
Hernandez, Montesino, Hurst  
NOES: MEMBERS: None  
ABSENT: MEMBERS: None

(b) **Nomination Period**

Deputy City Clerk Ortiz opened the nomination period.

Member Hernandez nominated Mayor Pro Tempore Cervantez for the position of Mayor.

Mayor Hurst nominated Mayor Pro Tempore Cervantez for the position of Mayor.

Member Montesino nominated Mayor Pro Tempore Cervantez for the position of Mayor.

(c) **Public Input**

The following speakers spoke in support of electing Mayor Pro Tempore Cervantez as Mayor:

Ron Cheshire, President of Monterey-Santa Cruz Counties Building Trades Council

Pedro Castillo, Planning Commissioner

Dulce Sixtos, Youth City Council Member

Verenise Valentin, Youth City Council Member

Angelica Lopez

Luis Alejo, Assemblymember, District 30

Lisette Kisar

Oscar Rios  
Daniel Dodge Jr.  
Mrs. Alejo  
Carla Zamarripa  
?Male  
Quirino Vazquez

**(d) Discussion & Comments from City Council**

Council Member Dodge spoke in support of electing Mayor Pro Tempore Cervantez as Mayor.

**(e) RESOLUTION NO. 158-13 (CM):  
RESOLUTION ELECTING KARINA CERVANTEZ AS MAYOR**

**MOTION:** It was moved by Member Hernandez, seconded by Member Hurst, and carried by the following vote that the above resolution (e) be approved:

AYES:	MEMBERS:	Bilicich, Coffman-Gomez, Dodge, Hernandez, Hurst, Montesino, Cervantez
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

**8.3 ELECTION OF MAYOR PRO TEMPORE**

**(a) Nomination Period**

Deputy City Clerk Ortiz opened the nomination period.

Mayor Cervantez nominated Member Hernandez for the position of Mayor Pro Tempore.

Member Dodge nominated Member Hernandez for the position of Mayor Pro Tempore.

Member Hurst nominated Member Hernandez for the position of Mayor Pro Tempore.

Member Montesino nominated Member Hernandez for the position of Mayor Pro Tempore.

**(b) Public Input**

The following speakers spoke in support of electing Member Hernandez as Mayor Pro Tempore:

Luis Alejo, Assemblymember, District 30  
Ron Cheshire, President of Monterey-Santa Cruz Counties Building Trades Council  
Pedro Castillo, Planning Commissioner  
Oscar Rios  
Paula Hernandez  
Lisette Kisar  
Daniel Dodge Jr.

**(c) Discussion & Comments from City Council**

Member Montesino spoke in support of electing Member Hernandez as Mayor Pro Tempore.

Member Dodge spoke in support of electing Member Hernandez as Mayor Pro Tempore and spoke about Member Hernandez' achievements.

Member Hurst stated having two Council Members who represent the downtown area as Mayor and Mayor Pro Tempore would help with the new vision of downtown.

**(d) RESOLUTION NO. 159-13 (CM):  
RESOLUTION ELECTING MEMBER HERNANDEZ AS MAYOR PRO  
TEMPORE**

**MOTION:** It was moved by Mayor Cervantez, seconded by Member Dodge, and carried by the following vote that the above resolution (e) be approved:

AYES:	MEMBERS:	Bilicich, Coffman-Gomez, Dodge, Hernandez, Hurst, Montesino, Cervantez
NOES:	MEMBERS:	None
ABSENT:	MEMBERS:	None

**8.4 COMMENTS FROM NEWLY-ELECTED MAYOR**

Mayor Cervantez thanked her family and friends for their support. She thanked all of her supporters and mentors. She spoke about her goals during her term as Mayor and stated she was committed to bettering the City.

**8.5 COMMENTS FROM NEWLY-ELECTED MAYOR PRO TEMPORE**

Mayor Pro Tempore Hernandez thanked all of his supporters and spoke about his efforts during the previous year and stated he would continue to try to better the City.

**8.6 COMMENTS FROM CITY COUNCIL MEMBERS**

Member Montesino congratulated Mayor Cervantez on her election and spoke about the positive role model she was to the community.

Mayor Hurst pledged his support to the new Mayor and Mayor Pro Tempore and stated the Council was committed to positive change.

Member Coffman-Gomez and Member Bilicich congratulated the new Mayor and Mayor Pro Tempore.

Member Dodge thanked all of the residents in attendance and spoke in support of the democratic process. He stated his excitement in working with the new Mayor and Mayor Pro Tempore.

Member Hurst thanked Deputy City Clerk Ortiz and Legal Secretary Ibarra for their work.

**10.1 EMERGENCY ITEMS ADDED TO AGENDA**

**11.0 ADJOURNMENT**

The meeting adjourned at 8:26 P.M.

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Karina Cervantez, Mayor

ATTEST:

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Irwin Ortiz, Deputy City Clerk

**City of Watsonville  
Finance Department**

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

APPROVED  
By Carlos J. Palacios at 9:40 am, Nov 21, 2013



**DATE:** November 21, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Ezequiel Vega, Administrative Services Director

**SUBJECT:** Resolutions Authorizing Appropriations for Remodel and Roof Repair of Marinovich Center

**APPROVED**  
By Ezequiel Vega at 8:38 am, Nov 21, 2013

**AGENDA ITEM:** December 10, 2013 **City Council**

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**RECOMMENDATION:**

It is recommended that the City Council Approve a Resolution Authorizing \$65,550 in Appropriations in FY 2013-14 from the Public Facilities Impact Fee Fund for Facility Improvements at the Marinovich Center.

**DISCUSSION:**

The Marinovich Center is located at 120 Second Street, and it is a vital resource to the community and for the neighborhood residents adjacent to the center. The Center was built around 1990 with the effort of the community which provided many volunteer hours to get this project built. The center offers recreational activities and events, a family support program and educational programs that include the Science Workshop, Contigo Program (gang prevention and family support program) and a computer center. The facility is well utilized by the community.

A staff review of the facilities indicates the center must have some renovations and remodeling work in order to improve the overall accessibility and safety of the recreation center for the benefit of the public and for City staff who work at the facility. The proposed work at the facility is as follows:

- 1 Upgrade the Center Restrooms to meet ADA requirements. This work is estimated at approximately \$15,000
2. Install an Emergency Exit/Evacuation Door in the south western front portion of the facility. The cost is estimated at \$12,000.
3. Install a New Roof and Gutters to address severe water damage to the roof and protect the renovations listed previously. This is estimated at \$30,000.

In order to proceed with the improvements at the facility, staff is asking for authorization from the City Council to appropriate \$65,550 from the Public Facilities Impact Fee Funds to proceed with this project. The total includes a 15% contingency for unexpected expenses. This fund currently has approximately \$100,000 in available funds.

**STRATEGIC PLAN:**

The recommendation supports the principles used to develop the 2013-14 Strategic Plan by focusing in the most effective utilization of resources.

**FINANCIAL IMPACT:**

The approval of this action will result in utilizing \$65,550 from the Public Facilities Impact Fees Fund.

**ALTERNATIVES:**

The City Council could deny the request for appropriations. This alternative is not recommended by staff.

**ATTACHMENTS:** None

cc: City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING BUDGET APPROPRIATION OF \$65,550 IN FY 2013-14 FROM THE PUBLIC FACILITIES IMPACT FEE FUND FOR FACILITY IMPROVEMENTS AT MARINOVICH PARK COMMUNITY CENTER LOCATED AT 120 SECOND STREET, WATSONVILLE, CALIFORNIA

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

That the budget appropriation of \$65,550 in FY 2013-14 from the Public Facilities Impact Fee Fund for facility improvements at Marinovich Park Community Center located at 120 Second Street, Watsonville, California is hereby authorized.

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**City of Watsonville  
Public Works and Utilities**

APPROVED  
By Carlos J. Palacios at 4:00 pm, Nov 21, 2013

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



**DATE:** November 21, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Steve Palmisano, Director of Public Works and Utilities  
Murray Fontes, Principal Engineer

**SUBJECT:** Approval of Plans and Specifications and Calling for Bids for Pennsylvania Drive at Clifford Avenue Operational Improvements, Project ST-13-05

APPROVED  
By Steve Palmisano at 11:59 am, Nov 21, 2013

**AGENDA ITEM:** December 10, 2013

**City Council**

**RECOMMENDATION:**

It is recommended that the City Council adopt a resolution approving plans and specifications and calling for bids for the Pennsylvania Drive at Clifford Avenue Operational Improvements, Project ST-13-05.

**DISCUSSION:**

*Background* - Staff has determined that the intersection of Pennsylvania Drive and Clifford Avenue requires operational improvements to deal with increased traffic. While this four-way stop intersection functions acceptably during low-traffic times, there are periods of significant congestion which contribute towards motorists waiting in long lines to be able to get through the intersection. Staff determined that a traffic signal was not appropriate at this location as it would not relieve congestion during peak periods.

*Roundabout* - A 2012 Roundabout Operations Analysis found that a roundabout would provide the needed operational improvements. In addition to reducing the delay that vehicles experienced at the intersection, a roundabout would handle a greater number of vehicles, reduce the number and severity of vehicle and pedestrian accidents, improve air quality and create opportunity for aesthetic improvements in the central island.

*Community Outreach* - In summer of 2012, staff met with the Clifford Avenue neighborhood to discuss various topics, including traffic issues. Residents commented on congestion at the intersection with Pennsylvania Drive. In late September of 2012, another neighborhood meeting was held where staff presented an overview of operational improvement options and the roundabout was well received. On November 20, 2013, staff met a third time with neighbors. The purpose of this meeting was to discuss the proposed roundabout.

*Air District Grant* – In late 2012, the City was awarded a grant in the amount of \$198,540 by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) for construction of a roundabout at

this location.

*Consultant Services* - At its February 12, 2013 meeting, the City Council passed Resolution No. 20-13 (CM), approving an agreement for consultant services for design and preparation of construction documents for installation of a roundabout at the intersection of Pennsylvania Drive and Clifford Street.

*Project Description* – Along with installation of the central and splitter islands, a number of other improvements are required. Changes in the road width and alignment require relocation and replacement of over 1,000 feet of curb, gutter and sidewalk along with three storm drain inlets and piping. The poor condition of the existing asphalt roadway requires some removal and reconstruction as well as a three inch thick hot mix asphalt overlay of the entire intersection, other improvements include traffic control, providing street lighting at each corner and replacing and upgrading striping and signage. The estimated construction cost for the project is \$425,000. Plans and Specifications are on file in the City Clerk's office.

*Project Schedule* – Bids for construction of the roundabout would be opened on February 25, 2014. Construction would take place over a ten week period between the end of school on June 6, 2014 and the project opening on August 18, 2014.

**STRATEGIC PLAN:**

The project meets the goals and objectives outlined in the City's 2013-2015 Strategic Plan, Goal #1 – Protect Public Safety, Strategy 1.3 – Invest in proper maintenance and operation of infrastructure to ensure improved circulation systems that integrate streets, pedestrians facilities, bikeways and trails.

**FINANCIAL IMPACT:**

The total cost for the construction of this project is estimated to be \$425,000. The project is being funded with a MBUAPCD Grant of \$198,540 and the balance from Crestview Area (Fund 342) and Pennsylvania Drive (Fund 341) Impact Fee Funds. There is adequate funding in each of these impact fee funds to support the project.

This project was included in the 2011- 2013 Adopted Biennial Budget but inadvertently not included as a carryover project in the current budget. It is recommended that this project be appropriated for the current fiscal year in Crestview Area (Fund 342) and Pennsylvania Drive (Fund 341) Impact Fees. Current Project Number: 342 942 7837 02191

**ALTERNATIVES:**

Council can choose not to approve the plans and specifications and not to proceed with the project.

**ATTACHMENTS:**

None

cc: City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PLANS AND SPECIFICATIONS AND CALLING FOR BIDS FOR THE PENNSYLVANIA DRIVE AT CLIFFORD AVENUE OPERATIONAL IMPROVEMENTS, PROJECT NO. ST-13-05 (ESTIMATED COST OF \$425,000: \$198,540 WILL BE FUNDED FROM MBUAPCD GRANT AND \$226,460 FROM IMPACT FEE FUNDS)

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

1. That the plans and specifications for the Pennsylvania Drive at Clifford Avenue Operational Improvements, Project No. ST-13-05, copies of which are on file in the Office of the City Clerk, are hereby ratified and approved.

2. That the Purchasing Officer is hereby authorized and directed to call for public competitive sealed bids for the above named project, and that the bids are to be opened in the "Old City Council Chambers," 250 Main Street, Watsonville, California, on Tuesday, February 25, 2014, at 11:00 A.M., and the City Clerk is hereby directed to give notice inviting such sealed bids in the time, form, and manner provided by law.

3. That hand-carried bids should be delivered to the City of Watsonville, 250 Main Street, Watsonville, California, c/o Purchasing Officer. Bidders may mail bids at their own risk to the City of Watsonville, c/o Purchasing Officer, 250 Main Street, Watsonville, California 95076.

4. That after the bids are opened, they shall be tabulated and analyzed and a report submitted to the City Manager, who shall recommend the awarding, or other action, to the Council at its next regular meeting, or as soon thereafter as possible.

\*\*\*\*\*

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING ONE-YEAR AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND JOHN E. ARRIAGA, INDIVIDUALLY AND DBA J.E.A. & ASSOCIATES, FOR LEGISLATIVE SERVICES FROM JANUARY 1, 2014, THROUGH DECEMBER 31, 2014, AT \$1,875 PER MONTH PLUS CHARGEABLE EXPENSES 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 one-year Agreement for Consultant Services between the City of Watsonville and John E. Arriaga, individually and dba J.E.A. & Associates, for legislative services from January 1, 2014, through December 31, 2014, inclusive, at \$1,875 per month plus chargeable expenses, 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 is hereby authorized and directed to execute the Agreement for and on behalf of the City of Watsonville.

\*\*\*\*\*

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF  
WATSONVILLE AND JOHN E. ARRIAGA, INDIVIDUALLY AND D.B.A. J.E.A. &  
ASSOCIATES**

**THIS AGREEMENT**, is made and entered into this 1<sup>st</sup> day of January, 2014, by and between the **City of Watsonville, a municipal corporation**, hereinafter called "**City**", and **John E. Arriaga, individually and D.B.A. JEA & Associates**, 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 Agreement 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 AGREEMENT.** The term of this Agreement shall be from January 1, 2014, through December 31, 2014, inclusive. The agreement shall be month-to-month and may be terminated as described in Section 11 of this document.

**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 Agreement 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 Agreement 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 Agreement, 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

Agreement 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. **Consultant represents to City that:** Consultant does not own, operate or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the Consultant's principal place of residence, business or the principal City facilities in accomplishing the result required under this agreement.

In reliance on said representation, City waives any and all requirements therein in accomplishing the result required under this Agreement.

B. **Consultant represents to City that:** Consultant owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than Consultant's personal transportation only (with no passengers, hazardous materials or valuables greater than \$5,000.) In reliance on said representation City requires that said personal vehicles each have automobile liability insurance coverage in the minimum amount of \$100,000 combined single limit per accident.

C. **Workers' Compensation.** Consultant warrants that Consultant has no employees and will not, therefore, be required to provide this coverage. If, during the term of this Agreement, Consultant does hire any employee that 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 allowing said employee to perform any work under this Agreement.

**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 Agreement.

**SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Agreement, 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 Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. The City's City Manager is empowered to terminate this Agreement 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 Agreement.

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

**SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS.** This Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement, for breach or violation of this covenant, the City shall have the right to annul this Agreement 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 Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. 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 Agreement 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 Agreement 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  
City of Watsonville  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768.3040

**CONSULTANT**

John E. Arriaga, President  
J.E.A. & Associates  
770 L Street, Suite 1030  
Sacramento, CA 95814  
(916) 669-1340

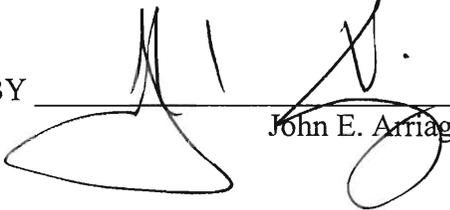
**WITNESS THE EXECUTION HEREOF,** on the day and year first hereinabove written.

**CITY**

CITY OF WATSONVILLE

**CONSULTANT**

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
  
John E. Arriaga

**ATTEST:**

BY \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of services is as follows:

Specifically, and in addition to other activities to which the parties in the future may agree, **Consultant** is responsible for:

1. Monitoring legislative activity in the State of California that may affect the City and enhance the City's opportunities for economic development.
2. Upon specific direction by the City, lobbying selected pieces of legislation or proposals for legislation.
3. Assist the City in advocating its position on issues before the State Board of Education.
4. Assist the City in advocating its position on issues before the California Coastal Commission.
5. Providing the City with periodic reports concerning State legislation or political activities that may impact the City.
6. Assist the City in a variety of State and Federal efforts to seek funding and clearance for a higher level of maintenance for the Pajaro River and with the process for a new major flood control project to be constructed by the Army Corps of Engineers.
7. Assist the City in receiving funding from the State Department of Housing and Community Development for various applications before this Department.
8. Assist the City before the California Public Utilities Commission in seeking designation for economic development incentive programs currently used in State Enterprise Zones.
9. Assist the City in pursuing potential State funding opportunities, especially in the areas of Park Development, Child care and Violence Prevention.

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

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

On an as needed, on call basis.

## EXHIBIT "C"

### COMPENSATION

a. **Total Compensation.** The total obligation of City under this Agreement shall not exceed \$1,875 per month plus chargeable expenses.

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:

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. Chargeable expenses for the purpose of this agreement shall include reasonable and necessary entertainment, travel, and business expenses directly related to the interest of the City. Chargeable expenses over \$50 shall not be made without prior approval.

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.

**City of Watsonville  
City Manager's Office**

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

APPROVED  
By Carlos J. Palacios at 9:53 am, Nov 21, 2013



APPROVED  
By marcela.tavantzis at 1:49 pm, Nov 19, 2013

**DATE:** November 19, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Marcela Tavantzis, Assistant City Manager

**SUBJECT:** Agreement with J.E.A. & Associates for Legislative Services for 2014

**AGENDA ITEM:** December 10, 2013 **City Council**

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**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to enter into an agreement for legislative services with J.E.A. & Associates at \$1,875 per month plus chargeable expenses.

**DISCUSSION: *Proposed Contract.*** The scope of work proposed for 2014 includes monitoring and follow up of the Legislative Agenda, some priority areas of legislative interest, and potential State funding opportunities. Mr. Arriaga will also assist City and Council representatives working with State legislators to reduce the Governor's impact on the budget of local government. Mr. Arriaga will also be assisting City staff in pursuing special legislation, as needed, for the City of Watsonville. Mr. Arriaga has been instrumental in assisting the City at the State level with matters concerning flood prevention funding, and maintenance of the Pajaro River.

***Background on the City of Watsonville Legislative Services.*** The City has contracted with Mr. John Arriaga, principal of J.E.A. & Associates since 1993.

Mr. Arriaga has been instrumental in projects such as the State Enterprise Zone and Federal Enterprise Community designations. Mr. Arriaga played a key role in the City and the PVUSD securing the Local Coastal Plan Amendment in order to allow for the construction of the third high school. His personal acquaintance with the Commission, its staff and representatives, was very useful for this approval. Mr. Arriaga monitors legislative activity in the State of California that may affect the City and enhance the City's opportunities for economic development, providing the City with periodic reports concerning State Legislation or political activities that may impact the City, and other issues. This contract has been renewed every year.

This contract assures that the legislative interests of the City are represented at the State Capital. City Staff regularly discusses legislation with J.E.A. & Associates and review current

and potential legislation, which may have either a positive or negative impact on our community.

**FINANCIAL IMPACT:** The total obligation under the proposed agreement shall not exceed \$1,875 per month, plus chargeable expenses. This amount will be paid from a combination of the General Fund (25%), Solid Waste (25%), Water (25%) and Wastewater (25%).

cc: City Attorney

**City of Watsonville**  
**Public Works & Utilities**

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

APPROVED  
By Carlos J. Palacios at 9:05 am, Dec 05, 2013



APPROVED  
By Steve Palmisano at 4:49 pm, Dec 04, 2013

**DATE:** November 19, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Steve Palmisano, Director of Public Works and Utilities  
Rayvon Williams, Airport Manager

**SUBJECT:** Airport Ground Lease with Monterey Bay Aviation, Inc., d.b.a. United Flight Services and Personal Guarantee

**AGENDA ITEM:** December 10, 2013

**City Council**

**RECOMMENDATION:**

It is recommended the City Council approve a ground lease with Monterey Bay Aviation, Inc., a corporation, doing business as United Flight Services (UFS), which will replace the current lease. Also a personal guarantee of the Lease by two of its shareholders, Joyce A. Ross and Terrence M. McKenna to replace an earlier personal guarantee executed when the existing lease was signed.

**DISCUSSION:**

The United Flight Services (UFS) business was established in 1967, and was incorporated in October, 2001. It has been operating out of an existing 1,050 square foot structure at the Watsonville Airport that no longer adequately met its needs or the needs of the local aviation community. UFS has been an active part of our community and provides sponsorships to the annual Fly-In and Air Show, participates in Angel Flight (a national organization that provides free flights to the sick, returning soldiers and others with special needs), and supports the Young Eagles program (a program to welcome young people into the world of aviation).

On June 23, 2009, the City Council reviewed and approved a ground lease with UFS to construct a 14,500 square foot maintenance facility including hangar space, offices, a classroom and an avionics repair shop on 1.47 acres within the Airport property. That lease was also personally guaranteed by the principal shareholders. The construction project has been delayed by a series of unforeseen events beyond the tenant's control. As a result, UFS has lost time from the period it anticipated constructing the facility and this has reduced the projected economic return to UFS and the City.

In order to restore the economic viability of the project, UFS and the Municipal Airport have negotiated terms to replace the current ground lease. Staff believes the new facility and the proposed ground lease would be beneficial to the community, providing a visual improvement of the area and ultimately increasing both direct and indirect revenues to the Airport. The proposed lease would be for term of five years, with three additional five year options for a total period of twenty years which is consistent with the previous lease for this property. The personal guarantee is also required to ensure all obligations under the lease are met.

**STRATEGIC PLAN:**

This project is consistent with Strategic Plan objectives of improving and maintaining infrastructure.

**FINANCIAL IMPACT:**

The building valuation is estimated to be \$1,616,139. The ground lease payment to the Airport will include an annual CPI adjustment and an adjustment to market ground lease rates every five years is estimated to total approximately \$521,628 over twenty years. Additionally, at the end of the lease, the building and all improvements on the premises become the City's property free of all claims. There will also be additional

positive financial impacts to the City resulting from increased jobs, increased tax revenue and City collection of initial permit fees.

**ALTERNATIVES:**

Alternatives include not approving the new ground lease and personal guarantee and maintaining the current lease.

**ATTACHMENTS:**

None.

cc: City Attorney

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING FIRST AMENDED LEASE AND PERSONAL GUARANTEE WITH THREE (3) ADDITIONAL FIVE-YEAR OPTION TERMS BETWEEN THE CITY OF WATSONVILLE AND MONTEREY BAY AVIATION, INC., A CORPORATION, DBA UNITED FLIGHT SERVICES FOR CITY PROPERTY LOCATED AT 120 AVIATION WAY, WATSONVILLE, CALIFORNIA, COMMENCING ON DECEMBER 16, 2013, AND ENDING DECEMBER 15, 2018 AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

Amends Resolution No. 145-09 (CM)

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

1. That the First Amended Lease and Personal Guarantee with three (3) additional five-year option terms between the City of Watsonville and Monterey Bay Aviation, Inc., a corporation, dba United Flight Services for City property located at 120 Aviation Way, Watsonville, commencing on December 16, 2013, and ending December 15, 2018, a copy of which Lease and Personal Guarantee are attached hereto and incorporated herein by this reference, are fair and equitable and are hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute such First Amended Lease and Personal Guarantee for the original term and if properly exercised, the three (3) additional five-year option terms for and on behalf of the City of Watsonville.

\*\*\*\*\*

**First Amended Lease Between Monterey Bay Aviation, Inc. and  
City of Watsonville for Fixed Base Operation At Watsonville  
Municipal Airport**

**THIS LEASE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Watsonville, a municipal corporation, herein called "City", and Monterey Bay Aviation, Inc., a California corporation, doing business as United Flight Services, herein called "Tenant." City and Tenant may be referred to in this Lease as the Parties.

**1. DESCRIPTION.**

City hereby leases to Tenant and Tenant hereby hires and takes possession from City all that certain real property situated at the Watsonville Municipal Airport (Airport) in the City of Watsonville, County of Santa Cruz, State of California, commonly known as 120 Aviation Way, Watsonville, California and more particularly described on Exhibit A and depicted on Exhibit B, on the terms and subject to the conditions as hereinafter set forth. The real property subject to this Lease is hereafter referred to as "Premises" generally, unless otherwise referred to specifically

**2. TERM**

▪ **INITIAL TERM.**

The term of this Lease shall be for Five (5) years, which term shall commence December 16, 2013 ("Commencement Date"), and terminate December 15, 2018, unless sooner terminated or extended under the terms or conditions of this Lease (the "Term").

▪ **OPTIONS TO RENEW ON SAME TERMS.**

If Tenant is not in default at the conclusion of the initial Term, Tenant shall have options to extend the Term of the Lease for Three (3) additional Five (5) year periods. Tenant shall give City a minimum of One Hundred Eighty (180) days advance written notice of Tenant's intent to exercise each successive option. City will grant this request upon proper notice within Sixty (60) days of its receipt of the request provided that the Tenant is not then in breach of any material term or condition of this Lease, including, but not limited to, the failure to pay rent when due under this Lease and/or the failure by Tenant to perform any other performance obligation within the specified time set forth in this Lease after notice by City to correct the breach. Moreover, Tenant shall not have the option to renew as described in this provision if Tenant has been in

default for failure to pay Rent on three (3) occasions and which default exceeds Thirty (30) days during the Term of this Lease.

The terms of the Lease in the option periods shall be the same as stated herein except for rent for each successive option period which shall be the then fair market rent for similar property in the Santa Cruz County area as the Parties shall agree. If the Parties fail to agree on rent, the Parties shall agree upon an experienced appraiser who shall decide the fair market rent which determination shall be binding and final.

### **3. RENT.**

Tenant shall pay to City as a minimum Base Rent, subject to adjustment as provided in paragraph 3.3, the following: The sum of One Thousand Seven Hundred Fifty-five Dollars and sixty-seven cents (\$1,755.67) per month commencing January 1, 2014. All rental payments shall be paid per month in advance on the first day of each month, free from all claims and demands against City of any kind or nature or description whatsoever and without deduction or offset, commencing on the date the Term commences, and continuing during the Term. Except as otherwise provided herein, the Base Rent for any Term consisting of other than twelve (12) full months shall be prorated upon a daily basis based upon a Three Hundred Sixty (360) day year. In addition, if the commencement date of this Lease should occur on a date other than the first day of a month, or if the expiration date of this Lease should occur on a day other than the last day of the month, then the Rent for such fractional month shall be prorated upon a daily basis upon a Thirty (30) day month. All rent shall be paid to City at the address to which notices to City are given.

#### **▪ LATE PAYMENT PENALTY.**

Rent is due on the first day of the month and delinquent if not paid by the tenth (10<sup>th</sup>) day of the month. A late payment fee of ten percent (10%) of the amount due shall be payable for each and every payment not paid before it becomes delinquent.

#### **▪ SERVICE CHARGE.**

Rent not paid within thirty (30) days of its initial due date shall in addition to the Late Payment Penalty, also incur a service charge of one per cent (1%) per month on the unpaid balance accruing as of the thirty-first (31<sup>st</sup>) day and continuing thereafter until paid.

▪ **PERIODIC COST OF LIVING ADJUSTMENT.**

The Base Rent provided for above, shall be adjusted on July 1, 2015, and on each anniversary thereof (the "Adjustment Date"), according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for San Francisco-Oakland-San Jose Metropolitan Area (based on the standard reference base of 1982-84 equals 100), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment.

If the described Index shall no longer be published, another generally recognized as authoritative index shall be substituted by agreement of the Parties. If they are unable to agree within Thirty (30) days after demanded by either party, the substitute index shall on application of either party be selected by the chief officer of the San Francisco Regional Office of the Bureau of Labor Statistics, or by said officer within Thirty (30) days from the date application is made by either party. The annual Base Rent in effect from and after each and every Adjustment Date shall be appropriately adjusted to reflect any change in the basis of computing the Index by the Bureau of Labor Standards.

**4. SECURITY DEPOSIT.**

On execution of this Lease, Tenant shall deposit the sum of One Thousand Eight Hundred Dollars (\$1,800.00) as security for the faithful performance of the terms, covenants and conditions of this Lease. Interest from the deposit shall not be remitted to the Tenant. If Tenant is in default beyond all applicable notice and cure periods, City can use the security deposit or any portion of it, to cure the default or to compensate City for all damages or loss sustained by City resulting from Tenant's default if the notice requirements, if applicable, have been observed. Tenant shall immediately, on demand, pay to City a sum equal to the portion of the security deposit expended or applied by City as provided in this Section so as to maintain the security deposit in the sum initially deposited. Upon final accounting by City within Sixty (60) days of the end of the Term of this Lease, any balance of said deposit shall be refunded to Tenant.

## **5. TAXES.**

Tenant shall pay all taxes, assessments and licenses levied, imposed or required by any governmental subdivision, body or authority on or in respect to:

- Any improvement or property placed on the Premises by Tenant or by City with Tenant's permission or by any other person with Tenant's permission.
- The use, occupancy or possessory rights in the Premises. City, pursuant to Section 107.6 of the California Revenue and Taxation Code hereby gives notice that the interest of Tenant in this Lease may be subject to property taxation as a possessory interest. By signing this Lease, Tenant acknowledges that it is aware of such tax and agrees to pay same when due.
- Any business, activity or transaction conducted thereon by Tenant.
- City, county, state or federal licenses(s) required as a result of Tenant's business..

## **6. UTILITIES.**

Tenant shall pay for all water, sewer, gas, heat, light, power, telephone and telecommunication service, garbage and all other services supplied to the Premises by City or public utilities, including installation and connection of such services from the main source thereof. In no event shall City have any liability to Tenant, nor shall Rent abate, in the event of any interruption or discontinuance of any of the aforesaid utilities or services to the Premises.

## **7. USE OF PREMISES.**

Tenant shall establish, maintain and efficiently operate a fixed base operation on the Premises as the term "Fixed Base Operation" is used in the airplane-airport industries, which may include the following:

The wholesale purchase, stocking, retail display, and sales of aircraft and aircraft parts, aircraft radio, radio parts, and equipment and supplies related to the preceding items; the operation of a flight school, ground school, air taxi, charter services, and aerial photography; the operation of an aircraft engine, aircraft airframe, and aircraft radio, maintenance and overhaul business; aircraft washing. Tenant may conduct insurance sales relating to aircraft insurance of all kinds. Tenant may operate vending machines for dispensing food, beverages, or cigarettes.

Tenant is prohibited from engaging in the following:

The sale of food to or the consumption thereof by the public, except as provided above; the sale or consumption of alcoholic and non-alcoholic beverages, provided that coffee and soft drinks may be sold from mechanical dispensers as provided above; with respect to public tie down and hangar services, Tenant shall not rent tie down or hangar services but shall refer customers therefore to the City; the manufacture of aircraft; Unicom radio communication with aircraft is a function of the Airport Administration and shall not be co-operated by any other business on the Airport; and maintenance on anything other than aircraft, such as automobiles, boats, or other items.

Tenant shall have the right of access to and use of facilities at the Airport designed for common use, such as landing area, aprons, taxiways, flood lights, landing lights, beacons, and other common use facilities supplied by City for convenience and accommodation in operation, landings, and takeoff of such aircraft as such accommodations now or hereafter exist. The rights herein extended to Tenant shall include the right to land, take off, tow, load or unload aircraft. Should access to runways require grading or paving, Tenant shall so grade and pave at its own expense. Such work shall be done only upon prior written approval of the City Department of Public Works and according to its specifications.

## **8. DEVELOPMENT OF AREA.**

Upon execution of this Lease, Tenant may commence certain work on Premises such as clean-up, minor grading, and such work as will not require City approval or Permits. Within Thirty (30) days of execution of this Lease, Tenant shall submit actual plans and specifications, engineering and soil reports, and such other necessary data to City for approval and issuance of a building permit for a structure consisting of approximately Twelve Thousand Five Hundred (12,500) square feet on Area A, and as generally described in Section 1 above. Tenant shall complete construction of the exterior structure and improvements as provided in the building permit, but not necessarily the interior improvements of the structure, within One Hundred Twenty (120) days of the issuance of a building permit therefore.

The commencement and completion of new construction as provided above is a substantial element and consideration of this Lease, and the commencement and continuance of the Term is expressly conditioned upon the prompt and successful completion of construction. In the event Tenant fails or refuses to proceed or obtain any required element, step, permit or construction schedule necessary or reasonable for a prompt or successful completion of improvements as above provided, then upon Thirty (30) days written notice by City to Tenant this Lease shall terminate as to that area affected by such failure to

proceed. Forfeiture for failure to proceed as scheduled shall have no effect upon a completed area improvement but shall operate as a severance so as to continue with the Term on an area with completed improvements.

Tenant acknowledges that except as otherwise provided in this Lease, Tenant has received and shall comply with the provisions of the "Minimum Improvements Standards for the Construction of any Improvements on the Watsonville Municipal Airport" as adopted by the City Council, a copy of which is attached to this Lease as Exhibit "A."

## **9. CONDITIONS OF MAJOR CONSTRUCTION.**

Before the major work of new construction on any area is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions or procure City's written waiver of the condition or conditions specified in the waiver:

(i) Deliver to City for City's approval two (2) sets of preliminary construction plans and specifications, and four (4) copies of site plan. City shall not unreasonably disapprove preliminary plans and specifications;

(ii) Notify City of Tenant's intention to commence the work of improvement at least fifteen (15) days before commencement of any such work or delivery of any materials. City shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law; and,

(iii) Approvals, including, but not limited to or restricted to a grading permit, building permit, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction.

Tenant shall require from the contractor:

(i) certificates of insurance evidencing coverage for "Builder's Risk", (ii) evidence of Worker's Compensation Insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against City or the Premises, and (iii) evidence that contractor has paid or caused to be paid all premiums for the coverage described in this sub-paragraph and premiums sufficient to assure maintenance of all insurance during the anticipated course of the work.

#### **10. SOIL CONDITIONS.**

City makes no covenants or warranties respecting the condition of the soil or sub-soil or any other condition of the Premises. Tenant may enter onto the land before commencement of work to make soil and structural engineering tests that Tenant considers necessary. All such tests made by or on behalf of Tenant shall be at Tenant's sole expense and shall be evidenced by a separate contract. A copy of the report shall be delivered by Tenant to City.

#### **11. TENANT'S RIGHT TO GRANT EASEMENTS.**

Upon receiving all necessary permits and approvals for the new work of improvement, City shall grant to public entities or public service corporations, for the purpose of serving only the Premises, rights of way or easements on or over the Premises for poles or conduits or both for telephone, electricity or water, sanitary or storm sewers or both, and for other utilities or municipal services.

#### **12. NEW CONSTRUCTION COMPLETION DATE.**

Once work is begun, Tenant shall with reasonable diligence prosecute all construction of improvements for completion and ready for use; provided however, that the time for completion shall be extended for as long as Tenant shall be prevented from completing the construction by delays beyond Tenant's control; but failure, regardless of cause to commence construction within Two (2) months following issuance of a building permit, at City's election exercised by Ten (10) days written notice, shall terminate this Lease.

#### **13. PROTECTION OF CITY AGAINST COST OR CLAIM.**

Tenant shall pay or cause to be paid the total cost and expense of all works of improvements, as that phrase is defined in the mechanic's lien law in effect at the place of construction when the work begins. No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, material man's, contractor's, or sub-contractor's lien arising from any work of improvement, however it may arise. However, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished the bond required in California Civil Code Section 3143. Tenant shall indemnify, hold harmless and defend City against all liability and loss of any type arising out of

work performed on the Premises by Tenant, together with reasonable attorney's fees and all costs and expenses incurred by City in negotiating, settling, defending, or otherwise protecting against such claims.

**14. NOTICE OF COMPLETION.**

On completion of the work of improvement, Tenant shall file or cause to be filed a notice of completion. Tenant hereby appoints City as Tenant's attorney in fact to file the notice of completion on Tenant's failure to do so after the work of improvement has been substantially completed.

**15. OWNERSHIP OF IMPROVEMENTS.**

All improvements on the Premises shall become City's property free of all claims to or against them by Tenant or any third person except for the construction loan by a lending institution, and Tenant shall indemnify, hold harmless and defend City against all liability and loss arising from such claims or from City's exercise of the rights conferred by this paragraph.

**16. TENANT'S RIGHT TO REMOVE.**

At the normal expiration of the initial Term or any extension thereof, provided Tenant is not in default, Tenant shall have the right to remove any and all trade fixtures provided all resultant injuries to the Premises and remaining improvements, except for ordinary wear and tear, are completely remedied and Tenant complies with City's reasonable requirements respecting the resultant appearance.

**17. NO SUBORDINATION.**

City shall not subordinate the fee title to the Premises to any security transaction to enable Tenant to obtain financing for the new improvements. The Premises are now and shall remain free and clear of any liens, encumbrances or other Tenant obligations to third Persons.

**18. ALTERATIONS AND ADDITIONS.**

Tenant shall not make any alterations or improvements to or erect any additional structures on the Premises without prior written consent of City. Tenant shall provide to City two (2) sets of plans and specifications for any proposed alteration or improvement for review and approval by City. Any alterations or additions approved by City shall be constructed at the sole expense of Tenant.

## **19. COMPLIANCE WITH RULES, REGULATIONS AND LAWS.**

In the use and occupancy of the Premises and in the conduct of all business, activities and transactions thereon, Tenant will comply with all applicable laws, ordinances, rules, regulations and orders of City or any governmental subdivision, body or authority, including all federal, state and municipal laws and ordinances and all rules and regulations of the Federal Aviation Administration and City's rules and regulations concerning the operations of the Airport if Tenant's specific use requires or necessitates such compliance.

## **20. STORAGE OF MATERIALS, EQUIPMENT.**

No materials, supplies, products, equipment or other personal property shall be stored or permitted to remain on any portion of the Airport, outside of the building on the Premises, or on any City approved buildings or structures without City's prior written consent. Tenant may store personal property items, supplies, materials and combustibles inside the hangar in a safe, neat and sanitary manner. Tenant shall provide or cause to be provided adequate enclosures, and/or suitable covered metal receptacles within the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, garbage, sludge, discarded machinery or parts and any other solid industrial wastes.

## **21. ENVIRONMENTAL PROTECTION.**

### **▪ HAZARDOUS SUBSTANCES.**

The term "Hazardous Substances," as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos. Polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

### **▪ ENVIRONMENTAL PROHIBITIONS.**

Tenant shall not cause or permit to occur:

(a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and groundwater conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance arising from Tenant's use or occupancy of the Premises.

▪ **ENVIRONMENTAL COMPLIANCE.**

(a) Tenant shall, at Tenant's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances (the "Laws").

(b) Tenant shall, at Tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(c) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, or any extension thereof, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all work required by such clean-up plans.

(d) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by City. If Tenant fails to fulfill any duty imposed under this Section 21.3, within a reasonable time, City may do so; and reasonably in such case, Tenant shall cooperate with City in order to prepare all documents City reasonably deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and from compliance therewith, and, Tenant shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages, under any Law shall constitute a waiver of any Tenant's obligations under this Section 21.3.

(e) Tenant's obligations and liabilities under this Section 21.3 shall survive the expiration or termination of this Lease.

▪ **ENVIRONMENTAL INDEMNITY.**

Tenant shall indemnify, defend, and hold harmless City, its agents, employees, successors and assigns, from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, or extension thereof, at or from the Premises during the Term, or extension thereof, which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws.

**22. CITY'S DUTY TO REPAIR.**

City shall maintain the exterior of the Premises, including but not limited to the rough plumbing, the rough electrical, structural components of the building, the roof, electrical panels, the waste water and potable water pipe system and shall keep these items in as good order as they shall be on the commencement of the Lease, excluding ordinary wear and tear. City shall be responsible for all damage to the Premises negligently, intentionally or recklessly caused by City and its agents.

**23. TENANT'S DUTY TO REPAIR.**

Tenant shall at its own cost and expense keep the Premises and the improvements thereon and appurtenances thereto and every part thereof including, but without limitation, glazing, heating, air conditioning equipment, parking areas, driveways, plumbing, landscaping, roofs, walls, doors and hardware, in as good order, condition and repair as they shall be upon the commencement of the Term of this Lease. If Tenant fails to make or commence any repairs required to be made by it under the provisions of this Lease within Thirty (30) days after notice from City to do so, then City may, at its option (but this provision shall not be deemed to create any obligation on City to do so, nor in any manner affect the obligation of Tenant), enter upon the Premises and repair the same, and the costs and expenses of such repairs, with interest, shall be included in the amount of rental payable on the next succeeding rental date. Tenant waives all rights provided for in Section 1942 of the Civil Code of the State of California, and all rights provided by Section 1941 of said Civil Code, or by any other similar statute or regulations now or hereinafter in effect. By entry onto the Premises, Tenant shall be deemed to have

acknowledged that the Premises are in good order and repair and suitable for the uses anticipated. City shall not be liable for any structural defect in the building or for any defect in material or workmanship.

**24. FREEDOM FROM LIENS.**

Tenant shall not create or permit to be created or to remain, and covenants to remove and discharge promptly, at its costs and expenses', all liens, claims, stop notices, encumbrances and charges upon the Premises, or Tenant's leasehold interest therein which arise out of the use or occupancy of the Premises by Tenant or anyone using or occupying the Premises with the consent or sufferance of Tenant, or by reason of labor or materials furnished or claimed to have been furnished to Tenant for any construction, alternation, addition or repair of any part of the Premises. Tenant shall give City fifteen (15) days notice prior to commencing any work on the Premises, so that City shall have a reasonable time within which to post notices of non-responsibility.

**25. HOLDING OVER.**

If Tenant shall hold possession of the Premises after the Term, or extension thereof, of this Lease, Tenant shall become a tenant from month to month at the rental and upon the terms herein specified and shall continue to be such Tenant until the tenancy shall be terminated by City on Thirty (30) days notice or until Tenant shall have given City at least Thirty (30) days notice of Tenant's intention to terminate the tenancy. The provision of this Lease, so far as applicable, shall govern such tenancy, except that the monthly rent for such tenancy shall be at a rental equal to One Hundred Twenty-Five percent (125%) of the last full month's rental rate.

**26. ABANDONMENT.**

Tenant shall not vacate or abandon the Premises at any time during the term thereof; if Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned and at the option of City shall become City's property free from all claims of Tenant.

**27. ASSIGNMENT AND SUBLETTING.**

Tenant shall not assign this Lease, or any interest therein, and shall not lease or sublet the Premises, or any part thereof, or any privilege appurtenant thereto, without the written consent of City first had and obtained,

and a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. City shall not unreasonably withhold consent, but City may nevertheless condition consent upon such factors as the identity, reputation, financial worth and stability and operating ability of any proposed assignee or subtenant. If Tenant at any time or from time to time requests City's consent to an assignment of the entire balance of Tenant's leasehold hereunder, Tenant shall first fully inform City in writing of all the terms of the proposed assignment. If Tenant at any time or from time to time requests City's consent to a subletting hereunder, City will require, as a condition of such consent, that Tenant fully inform City in writing of all the terms of the proposed sublease. Unless prior written consent of City shall have been obtained, any transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or any subletting, either by voluntary or involuntary act of Tenant or by operation of law or otherwise, shall at the option of the City terminate this Lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

Tenant may assign all of its right, title, interest and obligations under the Lease to a corporation to be formed by Tenant. Said assignment shall be a single event not subject to the provisions of this paragraph. Any assignments or subletting subsequent to this single assignment shall be subject to all the provisions of this paragraph. Upon its single assignment, Tenant shall lodge with the City a certified copy of a resolution of its governing body authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully and primarily responsible and liable for the payment of all Rent and other monetary obligations herein specified and for the compliance with and performance of all of its other obligations under this Lease. City shall be entitled to reimbursement by Tenant for reasonable fees incurred by City for the processing of any requests for assignment or subletting by Tenant, including but not limited to attorney's fees.

All cash or other proceeds of any assignment, subletting, or other transfer in excess of the rentals called for hereunder, and all cash or other proceeds of any other transfer of Tenant's interest in this Lease shall be paid to City as received by Tenant and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to City. Notwithstanding anything to the contrary herein, If this Lease is transferred, if Rent paid by a transferee exceeds Rent paid by Tenant, City and Tenant shall share equally any additional sums received by City from transferee.

**28. SIGNS, POSTERS, BUILDINGS AND TOWERS.**

No advertising signs, posters or similar devices shall be erected, displayed or maintained in, on, about or above the Premises or the structures thereon without a sign permit and the written approval of the City Manager. No towers or buildings erected on the Premises shall exceed the height limit fixed by any City zoning ordinance or regulations of the Airport or Federal Aviation Authority. Tenant in its operations shall not unreasonably interfere with the property, interests, operations or activities of the City or of other tenants of the City. Tenant shall not erect any sign, poster or similar devices on, about or above the Premises of a political nature or which endorses a city, state or federal candidate who is running for elected office.

**29. WAIVER OF DAMAGES AND INDEMNIFICATION.**

City shall not be liable to Tenant for any injury or damage that may result to any person or property by or from any cause whatsoever, except as results from acts of negligence on the part of City, its agents, servants, employees or invitees. Tenant agrees indemnify, defend and hold City harmless against, any and all claims or liability for any death of or injury to any person or damage to any property, whatsoever, occurring in, on or about the Premises or any part thereof, or occurring in, on or about any other areas of facilities of the building, including without limiting the generality of the foregoing, walkway(s), driveway(s), parking area(s), stairway, or passageways if such death, injury or damage shall be caused in part or in whole, directly or indirectly, by the act, negligence or fault of, or omission of any duty, with respect to the same or by Tenant, its agents, servants, employees or invites.

**30. DESTRUCTION OF PREMISES; FIRE INSURANCE.**

If by reason of fire or other casualty, cause or condition whatsoever all or a substantial part of the Premises is rendered untenable, City may, by written notice to Tenant given within Forty-Five (45) days after such fire or other casualty, cause or condition, terminate this Lease as of the date of such fire or other casualty, cause or condition. If City does not elect to so terminate this Lease or if such fire or other casualty, cause or condition does not render all or a substantial part of the Premises untenable, then City shall promptly restore the Premises to Tenant as they were at the commencement of the Lease Term as to those items that were provided at City's expense without any reimbursement by Tenant. City shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant or paid for by Tenant, including, but not limited to, any subsequent changes, alterations or

additions made by Tenant. If City does not terminate this Lease as aforesaid and fails within One Hundred Five (105) days after such fire or other casualty, cause or condition occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Lease effective as of the expiration of said One Hundred Five (105) day period by written notice to City given not later than Seven (7) days after the expiration of said One Hundred Five (105) day period.

If all of the Premises are rendered untenable but this Lease is not terminated, all Rent shall abate from the date of untenability. If a portion of the Premises is rendered untenable but this Lease is not terminated, Rent shall be prorated on a per diem basis and apportioned in accordance with the portion of the Premises which is usable by Tenant until the damaged part is ready for Tenant's occupancy. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond City's reasonable control. For the purposes of this Lease, the Premises shall be considered tenantable so long as and to the extent that the Premises are occupied, unless the Premises are 20% or more not suitable for Tenant's use, in which case, the whole Premises shall be deemed untenable. In any event, Tenant shall be responsible for the removal, or restoration, when applicable, of all its damaged property and debris from the Premises, upon request by City, or at City's option, reimburse City for the cost of removal. Tenant hereby expressly waives the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the California Civil Code.

### **31. DEFAULT AND BREACH.**

The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay the Rent or make any other payment required to be made by Tenant under this Lease (when that failure continues for Ten (10) days after written notice of the failure is given by City to Tenant).

(b) The abandonment or vacating of the Premises by Tenant (the absence of Tenant from or the failure by Tenant to conduct business on the Premises for a period in excess of Ten (10) consecutive days shall constitute an abandonment or vacating for purposes of this Lease).

(c) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when that failure continues for Ten (10) days after written notice of

Tenant's failure is given by City to Tenant; provided, however, that if the nature of that default is such that it cannot reasonably be cured within Ten (10) days, Tenant shall not be deemed to be in default if Tenant commences that cure within the Ten (10) day period and thereafter diligently prosecutes it to completion.

(d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within Sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within Thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when that seizure is not discharged within Thirty (30) days.

▪ **TERMINATION OF LEASE AND RECOVERY OF DAMAGES.**

In the event of any default by Tenant under this Lease, in addition to any other remedies available to City at law or in equity, City shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice of the termination. No act of City shall be construed as terminating this Lease except written notice given by City to Tenant advising Tenant that City elects to terminate this Lease. If City elects to terminate this Lease, City may recover from Tenant:

(a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and

(d) Any other amount necessary to compensate City for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this section shall mean the Fixed Rent, and all other sums required to be paid

by Tenant pursuant to the terms of this Lease. As used in subsections (a) and (b) above, the “worth at the time of award” is computed by allowing interest at the rate of one and one-half percent (1.5%) per annum. As used in subsection (c), the “worth at the time of award” is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

▪ **CITY’S RIGHT TO CONTINUE LEASE IN EFFECT.**

(a) If Tenant breaches this Lease and abandons the Premises before the natural expiration of the term of this Lease, City may continue this Lease in effect by not terminating Tenant’s right to possession of the Premises, in which event City shall be entitled to enforce all its rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease. For as long as City does not terminate this Lease, Tenant shall have the right to assign or sublease the Premises with the City’s prior written consent, which consent shall not be unreasonably withheld.

(b) No act of City, including but not limited to City’s entry on the Premises, efforts to re-let the Premises, or maintenance of the Premises, shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction.

▪ **CITY’S RIGHT TO RELET.**

If Tenant breaches this Lease, City may enter on and relet the Premises or any part of the Premises to a third party or third parties for any term, at any rental, and on any other terms and conditions that City, in its sole discretion, may deem advisable and shall have the right to make alterations and repairs to the Premises. Tenant shall be liable for all of City’s reasonable costs in reletting including, but not limited to, reasonable remodeling costs required for the reletting. If City relets the Premises, Tenant shall pay all rent due under and at the times specified in this Lease, less any amount or amounts actually received by City from the reletting.

▪ **CITY’S RIGHT TO CURE TENANT DEFAULTS.**

If Tenant breaches or fails to perform any of the covenants or provisions of this Lease, City may, but shall not be required to, cure Tenant’s breach. Any sum expended by City, with the then maximum legal rate of interest, shall be reimbursed by Tenant to City with the next due rent payment under this

Lease.

▪ **CUMULATIVE REMEDIES.**

The remedies granted to City in this Section 32 shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this Lease.

▪ **WAIVER OF BREACH.**

The waiver by City of any breach by Tenant shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this Lease.

**32. DISPUTE RESOLUTION.**

A. Mediation. The Parties agree to mediate any dispute or claim arising between them out of this Lease before resulting to arbitration or court action. Mediation shall be conducted by an attorney or retired judge with experience in municipal/business law, either an individual or recognized mediation service in or around Santa Cruz County, for example, JAMS (Judicial Arbitration and Mediation Service). If the Parties cannot agree on a mediator, each party shall nominate one mediator, and the two nominee mediators shall themselves choose a third independent mediator who shall serve as the sole mediator. The mediator fees shall be divided equally between/among the parties involved. If any party commences an arbitration without first attempting to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if fees would otherwise have been available to that party in any such arbitration.

B. Arbitration. The Parties agree that any dispute or claim, excepting claims by or for non-payment of rent, arising between them out of this Lease, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or an attorney with experience in municipal/business law, either an individual or recognized arbitration service in or around Santa Cruz County, for example, JAMS (Judicial Arbitration and Mediation Service). If the Parties cannot agree on an arbitrator, each party shall nominate one arbitrator, and the two nominee arbitrators shall themselves choose a third independent arbitrator who shall serve as the sole arbitrator. The arbitration shall be conducted in accordance with the California Arbitration Act, Code of Civil Procedure §1280-1294.2, or any successor statutes. The Parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. Judgment upon the award of arbitrator may be entered in

any court having jurisdiction. The arbitrator shall have the power to award attorneys' fees and costs.

### **33. INSURANCE.**

(a) During the Term, and any extension thereof, Tenant, at Tenant's sole expense, shall secure and maintain in force such policies of insurance as will protect it from claims for damages or injury resulting from bodily injury, including death, and for the loss or damage to property of others which may arise from operations of this Lease. Such insurance shall contain statements that: (i) these policies shall also apply to City, as an Additional Named Insured; (ii) the insurance afforded by these policies applies severally as to each insured, except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability, and the inclusion hereunder of any person or organization as an additional insured shall not affect any right which such person or organization would have as a claimant if not so included; (iii) the insurance shall be primary insurance over any other insurance carried by City, which other insurance shall be considered excess only; (iv) the above policies specifically include coverage indemnifying City as set forth in this Lease; (v) the policies may not be cancelled, nor the coverage reduced until thirty (30) days after a written notice of such cancellation or reduction in coverage is delivered to City at the address contained herein; (vi) the insurance companies named herein waive any and all rights of subrogation against City. Such liability insurance shall be written with limits of at least Three Million Dollars (\$3,000,000.00) combined single limits, and shall be written by companies acceptable to City. The limit of liability insurance coverage shall be adjusted commensurate with inflation and other liability factors upon adoption of resolution of the City Council of City. Certificates of Insurance evidencing the above obligations shall be delivered to City on or prior to commencement of the Term.

Throughout the Term, or any extension hereunder, Tenant, at Tenant's cost, shall cause all improvements on the Premises to be insured against the perils of Fire and Extended Coverage. Such Insurance shall insure on a Blanket basis the value of the Premises and all improvements installed therein either by City or Tenant. Such insurance shall be written on a full replacement cost basis. If City requests, Tenant shall immediately include the holder of any mortgage or deed of trust on the fee as a loss payee to the extent of such holder's security interest. Such insurance shall contain statements that: (i) these policies shall apply to City, as an Additional Named Insured; (ii) the insurance shall be primary insurance over any other insurance carrier by City, which other insurance shall be considered excess only; (iii) the policies may not be cancelled nor the coverage reduced until thirty (30) days after a written notice of such cancellation or reduction in

coverage is delivered to City at the address contained herein; (iv) the insurance companies named herein waive any and all rights of subrogation against City. City, at Tenant's cost, shall cooperate fully with Tenant to maximize any recovery following an insured casualty. All policies of fire and extended coverage or other casualty insurance required by this provision shall provide that proceeds thereunder shall be paid to City and Tenant as their interests may appear.

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

Tenant shall not conduct any welding or open flame operations on the Premises, unless the building thereon conforms to the Uniform Building Code and Fire Code.

#### **34. WAIVER OF SUBROGATION.**

City hereby releases Tenant, and Tenant hereby releases City, from any and all claims or demands for damages, loss, expense or injury to the Premises, or to the improvements, fixtures and equipment, or personal property or other property of either City or Tenant in, about or upon the Premises or the Airport as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective Parties and in force at the time of any such loss.

#### **35. LITIGATION EXPENSES.**

If either party shall bring an action against the other by reason of the breach of any covenant, warranty or condition hereof, or otherwise arising out of this Lease, whether for declaratory or other relief, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorney fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within

the meaning of this paragraph shall include without limitation a party who brings an action against the other after the other's breach or default, if such action is dismissed upon the other's payment of the sums allegedly due or performance of the covenant's allegedly breached, or if the plaintiff obtains substantially the relief sought by it in the action.

**36. SURRENDER OF PREMISES.**

Tenant agrees to surrender the Premises at the termination of the tenancy herein created in the same condition as the Premises were in at the beginning of the tenancy, reasonable use and wear thereof and damage by act of God or the elements excepted. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work a merger, and shall, at the option of City, terminate all or any existing subleases or sub-tenancies, or may, at the option of City, operate as an assignment to City of any or all such sublease or sub-tenancies.

**37. WAIVER.**

Any waiver, expressed or implied, by either party of any breach by the other party of any agreement, term or condition of this Lease shall not be, or be construed to be, a waiver of any subsequent breach of a like or other agreement, term or condition hereof; and the acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any agreement, term or condition of this Lease, except as to the payment of rent so accepted. The rights and remedies of either party under this Lease shall be cumulative and in addition to any and all other rights and remedies which either party has or may have.

**38. QUIET ENJOYMENT.**

City covenants and warrants that upon Tenant's paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly enjoy the Premises hereby demised, subject nevertheless to the terms and conditions of this Lease.

**39. NOTICES.**

All notices, consents, waivers or other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be served personally and forwarded by registered or certified mail, return receipt requested, made upon or addressed to the respective Parties as follows:

To City:

City Clerk  
City of Watsonville  
275 Main Street, Suite 400  
Watsonville, California 95076

To Tenant:

Terrence M. McKenna, Chief Executive Officer  
Monterey Bay Aviation, Inc.  
120 Aviation Way  
Watsonville, California, 95076

or such other address as may be contained in a notice from either party to the other given pursuant to this paragraph. Notice by registered or certified mail shall be deemed to be given forty-eight (48) hours from the time of postmarking if mailed within the United States (excluding Alaska and Hawaii). Rental payments required by this Lease shall be delivered to City at City's address provided in this paragraph.

**40. RECORDATION.**

Tenant shall not cause or permit the original nor any copy of this Lease to be recorded, filed or published in any public place.

**41. TENANT TO ASSUME ALL UNKNOWN EXPENSES.**

Notwithstanding the existence of a provision in this Lease, Tenant shall assume, pay and be obligated for any and all costs and expenses toward the operation, protection, maintenance of the Premises, known or unknown, expressed or unexpressed. It is the intention of the Parties to this Lease that it be a triple net lease to City.

**42. CLOSURE OF AIRPORT IN AN EMERGENCY.**

During any period when the Airport shall be closed or civil aircraft, grounded by any lawful authority restricting the use of the Airport or civil aircraft in such a manner as to interfere substantially with the use of the Premises by Tenant, the rent payable under this Lease shall abate, and the period of such closure at the option of Tenant shall be added to the term of this Lease. During the time of war or national emergency, City shall have the right to Lease or lend the landing area of the Airport, or any part thereof, to the United States Government or state government for military or naval use, and if such lease or lending is executed and the use thereunder interferes substantially with the use of the Premises by Tenant, the rent shall abate, and this Lease shall be suspended or terminated.

**43. MAINTENANCE OF CITY OWNED FACILITIES.**

City shall maintain and keep in repair the landing area of the Airport and all publicly owned facilities at the Airport which Tenant shall have the right to use. City shall provide Tenant with reasonable access of City's choosing over a roadway from the Premises to the principal street presently situated on the Airport.

**44. RIGHT OF CITY TO ENTER FOR INSPECTION.**

City shall have the right to enter upon the Premises at all reasonable times during the Term and any extension thereof, of this Lease for the purpose of making any inspection it may deem expedient to the proper enforcement of this Lease. City may enter upon the Premises for the purpose of exercising any or all of the foregoing rights and the rights described in provision without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

**45. OTHER OPERATIONS.**

It is understood that the Fixed Base Operation(s) authorized at the Airport by this Lease are not given to Tenant exclusively but may be given to any other Tenant at the Airport at the sole discretion of the City.

**46. CONDEMNATION.**

If the whole or any substantial part of the Premises shall be taken by any paramount public authority under the power of eminent domain then the term of this Lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that day Tenant shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term herein provided, except that the square foot rental shall be reduced in proportion to the amount of the Premises taken. Damages awarded for such taking shall be apportioned between City and Tenant in a ratio relating to the number of years expired and remaining in the Term between City and Tenant respectively; provided, however, that City shall not be entitled to any portion of the award made for loss of business installation or improvements belonging to Tenant.

**47. FENCING AND CLOSURE OF GATES.**

Tenant shall install at its sole expense a chain link fence at least three (3) foot high, together with gates therein, as delineated in Exhibit "B" attached hereto in order to maintain security and to prevent vehicles

from entering the taxi and runway areas of the airport. Tenant shall close and lock all gates admitting access to the Premises during the non-business hours of Tenant's business operation.

#### **48. NONDISCRIMINATION.**

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

The Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration for this Lease, does hereby covenant and agree as a covenant running with the land that If facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

The Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of facilities; (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (c) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers. Tenant shall insert the provisions of this paragraph in any lease agreement or contract by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.

▪ **REMEDY FOR DISCRIMINATION.**

Non-compliance with paragraph 49 shall constitute a material breach thereof and in the event of such non-compliance City shall have the right to terminate this Lease and the estate hereby created without liability therefore or at the election of the City or the United States either or both Governments shall have the right to judicially enforce paragraph 49. City shall have the right to take such action against the Tenant as the United States Government may direct or request to enforce the terms of the preceding paragraph on behalf of the United States Government or on behalf of any of its citizen or the City itself. In the event of breach of any of the nondiscrimination covenants identified in the preceding paragraph, City shall have the right to terminate this Lease and to reenter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

**49. AFFIRMATIVE ACTION.**

Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by such subpart. Tenant assures that it will require that its covered sub organizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**50. AIRPORT DEVELOPMENT.**

City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

**51. RESERVATION OF RIGHT.**

City reserves the right, but shall not be obligated to Tenant to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

**52. SUBORDINATION TO FUTURE AGREEMENTS.**

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the Airport.

**53. NOTICE TO FEDERAL AVIATION ADMINISTRATION.**

Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event of future construction of a building planned for the Premises, or If of any planned modification or alteration of any present or future building or structure situated on the Premises.

**54. NON-EXCLUSIVE RIGHT.**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

**55. BINDING EFFECT.**

This Lease shall be binding upon and inure to the benefit of City and City's successors and assigns. This Lease shall be binding upon and inure to the benefit of Tenant and Tenant's heirs, legal representatives, successors and permitted assigns.

**56. EXHIBITS.**

All Exhibits attached to this Lease are made a part of this Lease and incorporated by this

reference to this Lease.

**57. ENTIRE AGREEMENT.**

This Lease sets forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (collectively, the “Representations”) between City and Tenant concerning the Premises, and there are no other Representations, either oral or written, between them. This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, reservations of space, lease proposals, brochures, representations and information conveyed, whether oral or in writing, between the Parties or their respective representatives or any other person purporting to represent City or Tenant. Tenant acknowledges that it has not been induced to enter into this Lease by any Representations, it has not relied on any such Representations, no such Representations shall be used in the interpretation or construction of this Lease and City shall have no liability for any consequences arising as a result of any such Representations. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon City or Tenant unless in writing signed by both Parties.

**58. COUNTERPARTS.**

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telefax of a signature page shall be binding upon any party so confirming.

**59. NO ACCORD.**

No payment by Tenant or receipt by City of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be considered an accord and satisfaction, and City may accept such check or payment without prejudice to City’s right to recover the balance of such installment or payment of Rent or pursue any other remedies available to City. No receipt of money by City from Tenant after the termination of this Lease or Tenant’s right to possession of the Premises shall reinstate, continue or extend the Term, or extension thereof. City may allocate payments received from Tenant to outstanding account balances of Tenant under this Lease in the manner determined by City and City shall not be bound by any allocations of such payments made by

Tenant by notation or endorsement on checks or otherwise.

**60. BROKERS.**

Both City and Tenant represent to each other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease and that they know of no real estate broker or agent who is entitled to a commission or finder's fee or equivalent in connection with this Lease. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, liabilities, actions, costs and expenses (including reasonable attorneys' fees) for any other brokerage commissions, finder's fees or equivalent compensation arising out of this transaction resulting from such indemnifying party's acts. The terms of this Section 60 shall survive the expiration or earlier termination of this Lease.

**61. NO WAIVER.**

The receipt by City of any Rent with knowledge of the breach of any covenant of this Lease by Tenant shall not be deemed a waiver of such breach or any subsequent breach of this Lease by Tenant and no provision of this Lease and no breach of any provision of this Lease shall be deemed to have been waived by City unless such waiver be in writing signed by City.

**62. CAPTIONS.**

Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections.

**63. APPLICABLE LAW.**

This Lease shall be construed in accordance with the laws of the State of California.

**64. TIME.**

Time is of the essence of this Lease and the performance of all obligations under this Lease.

**65. SEVERABILITY.**

If any clause, phrase, provision or portion of this Lease or the application of same to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or

render invalid or unenforceable the remainder of this Lease, nor any other clause, phrase, provision or portion of this Lease, nor shall it affect the application of any clause, phrase, provision or portion of this Lease to other persons or circumstances.

**66. NO CONSTRUCTION AGAINST DRAFTER.**

No construction, interpretation, inference, nor presumption shall arise against, nor prejudice, the drafter hereof, nor any party for whom such a drafter is an agent by reason of being such drafter hereof.

**67. NO MERGER.**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not result in a merger of City's and Tenant's estates, and shall, at the option of City, either terminate any or all existing subleases or sub tenancies, or operate as an assignment to City of any and all of such subleases and sub tenancies.

**68. RECORDING.**

Tenant shall not record this Lease or a memorandum of this Lease in the public records of the county where the Premises are located. Recordation in violation of this provision constitutes an act of default by Tenant.

**69. PREPARATION OF LEASE.**

This Lease was prepared by Grunsky, Ebey, Farrar & Howell, Attorneys at Law, on behalf of the City. Tenant has not been represented by or received legal advice from Grunsky, Ebey, Farrar & Howell, and acknowledges that it has either been represented by an attorney in this matter or has been advised to do so and has had the opportunity to do so.

**70. PERSONAL GUARANTY.**

The Parties agree that Joyce A. Ross and Terrence M. McKenna will personally guaranty Tenant's obligations hereunder in the form attached hereto as Exhibit "C".

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written.

"City"	"Tenant"
City of Watsonville, a municipal corporation	Monterey Bay Aviation, Inc., a California corporation, doing business as United Flight Services
By: _____ Carlos J. Palacios, City Manager	_____ Terrence M. McKenna, its Chief Executive Officer
	_____ Joyce A. Ross, its Chief Financial Officer

Attest:

\_\_\_\_\_  
Beatriz V. Flores, City Clerk

Approved As To Form:

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

## EXHIBIT A

SITUATED in the City of Watsonville, County of Santa Cruz, State of California, and being a portion of the lands conveyed to the City of Watsonville by deeds recorded in Volume 471, Page 497, Official Records of Santa Cruz County and in Volume 666, Page 505, Official Records of Santa Cruz County, and being more particularly described as follows:

BEGINNING at a point from which a City of Watsonville brass disk stamped W-20, as shown on the record of survey recorded in Volume 115 of Maps at Page 7, bears South 1°02'43" West 932.99 feet distant; thence from said point of beginning

1. North 2°43'38" West 39.58 feet; thence
2. North 41°33'54" West 39.16 feet; thence
3. North 2°43'38" West 47.25 feet; thence
4. South 87°16'22" West 79.66 feet; thence
5. North 2°43'38" West 154.17 feet; thence
6. North 88°43'06" East 318.40 feet; thence
7. South 1°14'53" East 111.57 feet; thence
8. South 89°00'00" West 28.64 feet; thence
9. South 1°00'00" East 37.99 feet; thence
10. South 87°16'22" West 41.22 feet; thence
11. South 2°43'38" East 45.25 feet; thence
12. South 87°16'22" West 12.71 feet; thence
13. South 2°43'38" East 43.54 feet; thence
14. South 29°43'31" East 13.66 feet to a point from which a brass disk stamped W-515, as shown on the record of survey recorded in Volume 115 of Maps at Page 7, bears North 89°20'16" East 525.12 feet distant; thence
15. South 55°02'46" West 61.71 feet; thence
16. North 28°07'07" West 21.08 feet; thence
17. South 87°16'22" West 72.46 feet to said point of beginning.

Containing 1.47 acres, more or less.

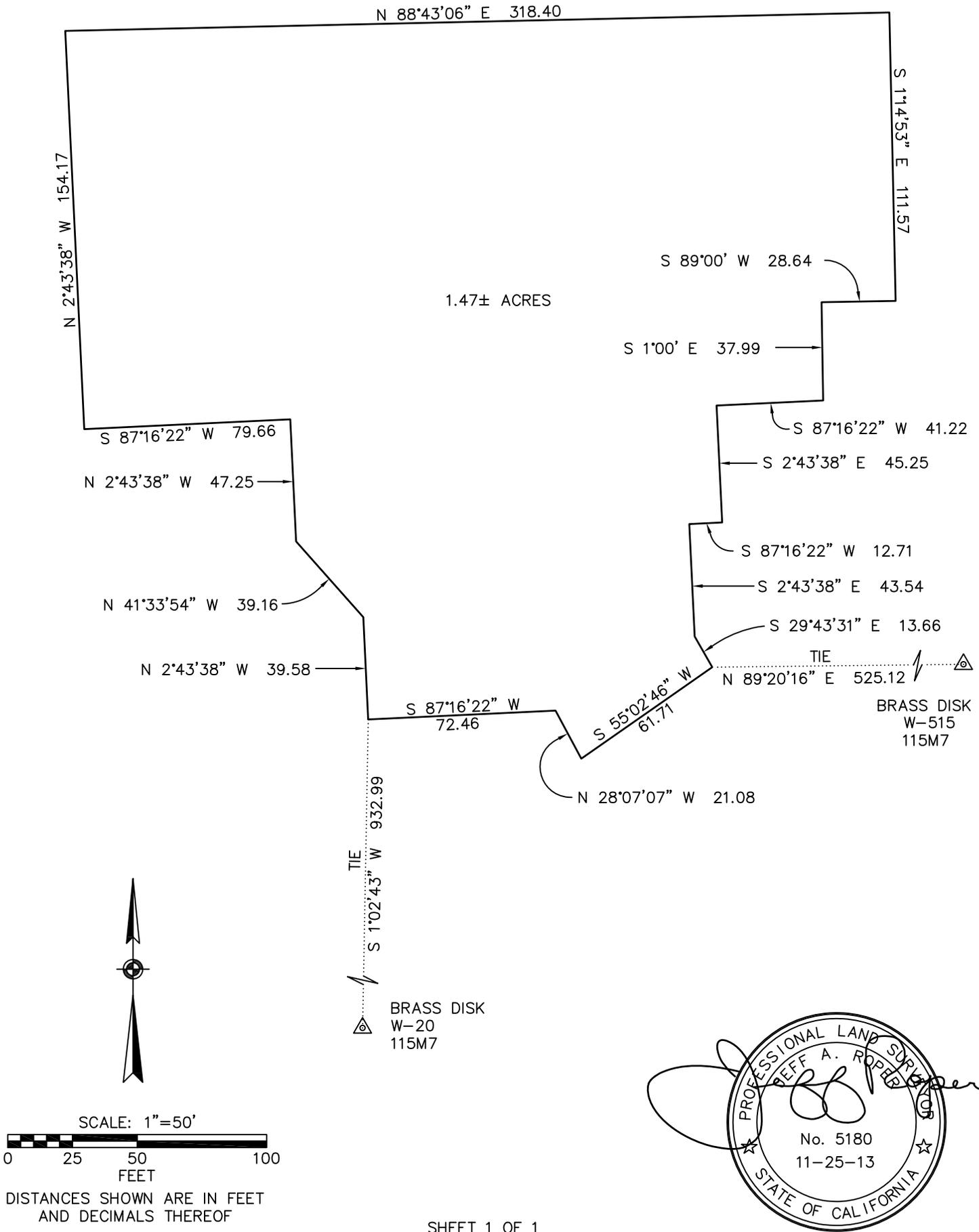
Compiled by Roper Engineering, Job No. 09019, November 2013

*Jeff Roper*

11-25-13



EXHIBIT B



## EXHIBIT C

### Personal Guarantee

This Personal Guaranty ("Guaranty") dated as of December \_\_\_\_\_, 2013, is entered into between JOYCE A. ROSS and TERRENCE M. MCKENNA, (collectively "Guarantor") in favor of CITY OF WATSONVILLE, a municipal corporation ("City").

### RECITALS

A. WHEREAS, City has entered into a lease ("Lease") dated \_\_\_\_\_, 2013 with Monterey Bay Aviation, Inc., a California corporation, doing business as United Flight Services ("Company") for the premises located at Watsonville Municipal Airport (Airport) in the City of Watsonville, County of Santa Cruz, State of California, more particularly described on Exhibit A and depicted on Exhibit B of said Lease, on the terms and subject to the conditions as hereinafter set forth.

B. WHEREAS, City will consent to the Lease only upon receiving the personal guaranty from the Guarantor guaranteeing the obligations of Company under the Lease;

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties agree as follows:

### AGREEMENT

#### 1. Guaranty.

1.1 *Guaranty of Obligations.* Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay to City, on demand, in lawful money of the United States of America and in immediately available funds, any and all indebtedness and obligations (hereinafter collectively, the "Guaranteed Obligations") of Company to City under the Lease or agreement, or other document or instrument entered into by Company (hereinafter collectively, the "Documents") or otherwise. The term "Guaranteed Obligations" is used herein in its most comprehensive sense and includes any and all debts, obligations and liabilities of Company to City (including, without limitation, any and all attorneys' fees, expenses, costs, premiums, charges and accrued and unpaid interest, including interest that, but for the filing of a petition in bankruptcy, would have accrued on the Guaranteed Obligations) now existing or hereafter incurred or created, whether voluntarily or involuntarily, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether Company may be liable individually or jointly with others, whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations or whether such indebtedness may be or hereafter becomes otherwise unenforceable, and includes Company's prompt, full and faithful performance, observance and discharge of each and every term, condition, agreement, representation, warranty, undertaking and provision to be performed by Company under the Documents or otherwise. Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection.

1.2 *Continuing Guaranty.* This Guaranty is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guaranty shall remain effective

until the Guaranteed Obligations have been fully paid, performed and discharged as provided in Section 8 and City has given written notice of that fact to Guarantor.

1.3 *Independent Obligations.* Guarantor agrees that it is directly and primarily liable to City, that its obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Company or whether Company is joined in any such action or actions. Guarantor agrees that any releases which may be given by City to Company or any other guarantor or endorser shall not release it from this Guaranty.

## **2. Indemnity.**

2.1 *Indemnity.* In addition to the payment of expenses pursuant to Section 9.1, Guarantor agrees to indemnify, defend, exonerate, pay and hold City (the "Indemnitee") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel and expert witness fees and disbursements) for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto, that may be imposed on, incurred by or asserted against such Indemnitee, in any manner relating to or arising out of or in connection with this Guaranty (the Indemnified Liabilities). Notwithstanding the foregoing, Indemnified Liabilities shall not include liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements to the extent caused by or resulting from the willful misconduct or gross negligence of such Indemnitee.

2.2 *Notice.* Indemnitee will promptly notify Guarantor of each event of which it has knowledge that may give rise to a claim under this Section 2.

2.3 *Defense of Actions.* If any investigative, judicial or administrative proceeding arising in connection with any of the Indemnified Liabilities is brought against any Indemnitee indemnified or intended to be indemnified pursuant to this Section 2, Guarantor, to the extent and in the manner directed by the Indemnitee or intended Indemnitee, will resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Guarantor (which counsel shall be satisfactory to the Indemnitee or intended Indemnitee). Each Indemnitee will use its best efforts to cooperate in the defense of any such action, suit or proceeding. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Guarantor shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

## **3. Consents by Guarantor.**

3.1 *Consents.* Guarantor hereby authorizes City, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to:

(a) *Changes in Terms.* Renew, compromise, extent, refinance, accept partial payments, accelerate or restructure the Guaranteed Obligations or otherwise change the time for

payment or the terms of any of the Guaranteed Obligations, or any part thereof, including, without limitation, increasing or decreasing the rate of interest thereof;

(b) *Amendment of Documents.* Enter into any waiver, amendment, rescission or modification of any of the terms or provisions of the Documents or any agreement or document executed in connection therewith concerning City's rights with respect to Company under the Lease or other Documents;

(c) Waive, amend or fail to enforce any other provision of the Lease;

(d) *Liquidation of Guaranteed Obligations.* Settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations, or any part thereof, and any security or collateral therefor in any manner as City may determine in its sole discretion;

(e) *Collateral.* Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as City in its sole discretion may determine;

(f) *Releases.* Release or substitute any one or more endorser(s) or other guarantor(s); and

(g) *Assignment.* Assign, without notice, this Guaranty in whole or in part and City's rights hereunder to any one at any time.

3.2 *Non-Release of Guarantor.* Guarantor agrees that City may do any or all of the foregoing in such manner, upon such terms, and at such times as City, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

#### **4. Waivers.**

4.1 *Defenses.* Guarantor hereby waives any right to assert against City as a defense, counterclaim, setoff or cross-claim, any defense (legal or equitable), counterclaim, setoff or cross-claim which Guarantor may now or at any time hereafter have under applicable law, rule, arrangement or relationship against Company, City or any other party. Guarantor waives all defenses, counterclaims and setoffs of any kind or nature arising, directly or indirectly, from the present or future lack of perfection, sufficiency, validity or enforceability of the Documents or any security interest thereunder.

4.2 *Election of Remedies.* Guarantor hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by City, which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Company for reimbursement, or any other rights of Guarantor to proceed against any other person or security, including, but not limited to, any defense based upon an election of

remedies by City under the provisions of Section 580(d) of the California Code of Civil Procedure, or any similar law of California or of any other state, or of the United States.

4.3 *Presentment, Demand and Notice.* Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, notices of default, notice of acceptance of this Guaranty, diligence, and notices of the existence, creation or incurrence of the Guaranteed Obligations or of new or additional Guaranteed Obligations incurred or created after the date of this Guaranty, and all other notices or formalities to which Guarantor may be entitled under applicable law.

4.4 *Remedies Against Company.* As a condition to payment or performance by Guarantor under this Guaranty, City shall not be required to, and Guarantor hereby waives any and all rights to require City to, prosecute or seek to enforce any remedies against Company or any other party liable to City on account of the Guaranteed Obligations or to require City to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to Company by City or any other party on account of the Guaranteed Obligations. This waiver includes but is not limited to an express waiver of the rights created by Section 2845 and relevant case law.

4.5 *Subrogation Rights.* Guarantor shall have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in Guarantor being deemed a creditor of Company under the federal Bankruptcy Code or any other law. Guarantor irrevocably waives all such rights, the right to assert any such rights and any right to enforce any remedy which City now or may hereafter have against Company and hereby irrevocably waives any benefit of and any right to participate in, any security now or hereafter held by City, whether any of the foregoing rights arise in equity, at law or by contract.

## **5. Subordination.**

Any and all present and future debts and obligations of Company to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Company to City. Any instruments now or hereafter evidencing any indebtedness of Company to Guarantor shall be marked with a legend that the same are subject to this Guaranty and, if City so requests, shall be delivered to City. Upon the liquidation, bankruptcy, or distribution of any of Company's assets, Guarantor shall assign to the City all of Guarantor's claims on account of such indebtedness so that City shall receive all dividends and payments on such indebtedness until payment in full of the Guaranteed Obligations. This Section 5 shall constitute such an assignment if Guarantor fails to execute and deliver such an assignment. All monies or other property of Guarantor at any time in City's possession may be held by City as security for any and all obligations of Guarantor to City, now existing or hereafter arising, whether absolute or contingent, whether due or to become due, and whether under this Guaranty or otherwise. Guarantor also agrees that City's books and records showing the account between City and Company shall be admissible in any action or proceeding and shall be binding upon Guarantor for the purpose of establishing the terms set forth therein and shall constitute prima facie proof thereof.

**6. Financial Condition of Company.**

Guarantor is presently informed of the financial condition of Company and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Guaranteed Obligations. Guarantor hereby covenants that it will continue to keep itself informed of Company's financial condition and of all other circumstances which bear upon the risk of nonpayment. Absent a written request for such information by Guarantor to City, Guarantor hereby waives its right, if any, to require, and City is relieved of any obligation or duty to disclose to Guarantor any information which City may now or hereafter acquire concerning such condition or circumstances.

**7. Representations and Warranties.**

Guarantor represents and warrants to City that the following statements are true, correct and complete as of the date of this Guaranty:

(a) *Authorization.* This Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms.

(b) *No Conflict.* Neither the execution and delivery of this Guaranty nor the fulfillment of or compliance with the terms and conditions of this Guaranty conflicts with or shall result in a breach of the terms, conditions or provisions of any agreement or instrument to which Guarantor is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Guarantor under the terms of any instrument or agreement or violates any provision of law or any order of any court or other agency of government.

(c) *No Actions or Proceedings.* There is no pending or threatened suit or proceeding affecting Guarantor before any court, governmental agency, or arbitrator which might affect the enforceability of this Guaranty or the business, operations, assets or condition of Guarantor.

(d) *Adequate Consideration.* The consideration given or provided, or to be given or provided, by City in connection with this Guaranty is adequate and satisfactory in all respects to support this Guaranty and Guarantor's obligations hereunder.

**8. Termination of Guaranty.**

Guarantor's obligations under this Guaranty shall continue in full force and effect and this Guaranty shall not terminate until the Guaranteed Obligations are fully paid, performed and discharged and City gives Guarantor written notice of that fact. The Guaranteed Obligations shall not be considered fully paid, performed and discharged unless and until all payments by Company to City are no longer subject to any right on the part of any person whomsoever, including, but not limited to, Company, Company as a debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof. The foregoing shall include, by way of example and not by way of limitation, all rights to recover preferences voidable under Title 11 of the United States Code. In the event that any such payments by Company to City are set aside after the making thereof,

in whole or in part, or settled without litigation, to the extent of such settlement, all of which is within City's discretion, Guarantor shall be liable for the full amount City is required to repay plus costs, interest, attorneys' fees and any and all expenses which City paid or incurred in connection therewith.

**9. Miscellaneous.**

9.1 *Expenses.* Guarantor agrees to pay all attorneys' fees and all other costs and out-of-pocket expenses which may be incurred by City in the enforcement or collection of this Guaranty and the Guaranteed Obligations, whether or not suit is filed.

9.2 *Interest.* All amounts required to be paid to City by Guarantor pursuant to the provisions of this Guaranty (including, without limitation, pursuant to Sections 2 and 9.1 hereof) shall bear interest from and including the date upon which such amounts are due, to and excluding the date of payment thereof, at the rate of ten percent (10%) per annum. All payments of such amounts by Guarantor shall include any such accrued interest.

9.3 *Headings.* The Section and other headings contained in this Guaranty are for reference purposes only and shall not affect in any way the meaning or interpretation of this Guaranty.

9.4 *Governing Law.* The validity, construction and performance of this Guaranty shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of California.

9.5 *Entire Agreement.* This Guaranty embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Guaranty, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

9.6 *Assignment.* Neither this Guaranty nor any rights under this Guaranty may be assigned by Guarantor without the prior written consent of City.

9.7 *Binding Effect.* The provisions of this Guaranty shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, issue, estate, trusts, successors and assigns, permitted or by operation of law.

9.8 *Parties in Interest.* Nothing in this Guaranty, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Guaranty.

9.9 *Notices.* Any notice or communication required or permitted by this Guaranty shall be deemed sufficiently given if in writing and, if delivered personally, when it is delivered or if deposited with the U.S. Postal Service, postage prepaid, and addressed to the party to receive it at the address set forth in the first paragraph of this Guaranty, 48 hours after such deposit as registered or certified mail.

9.10 *Amendment and Waiver.* This Guaranty may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Guaranty to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Guaranty, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provisions of this Guaranty. No waiver by any party of a breach of any provision of this Guaranty shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

9.11 *Prompt Action.* Time is of the essence with respect to each provision of this Guaranty.

9.12 *Severability.* The invalidity or unenforceability of any particular provision of this Guaranty shall not affect the other provisions, and this Guaranty shall be construed in all respects as if any invalid or unenforceable provision were omitted.

9.13 *Further Action.* Each party agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guaranty.

9.14 *Survival of Representations and Warranties.* All representations and warranties of Guarantor contained in this Guaranty shall survive the execution and delivery of this Guaranty and shall continue until any and all Guaranteed Obligations have been fully paid, performed and discharged in full.

9.15 *Preparation of Guaranty.* This Guaranty was prepared by Grunsky, Ebey, Farrar & Howell, Attorneys at Law, on behalf of the City. Guarantor has not been represented by or received legal advice from Grunsky, Ebey, Farrar & Howell, and acknowledges that it either has been represented by an attorney in this matter or has been advised to do so and has had the opportunity to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be duly executed as of the date and year first above written.

“City”

City of Watsonville,  
a municipal corporation

By: \_\_\_\_\_  
Carlos J. Palacios, City Manager

“Guarantor”

\_\_\_\_\_  
Joyce A. Ross

Dated: \_\_\_\_\_

Terrence M. McKenna

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Beatriz V. Flores, City Clerk

Approved As To Form:

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

**City of Watsonville**  
***Human Resources***

**MEMORANDUM**



**DATE:** November 19, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Personnel Commission APPROVED  
By Nathalie Manning at 2:14 pm, Nov 19, 2013

**SUBJECT:** Approval of Revised Senior Library Assistant Job Description at Current Salary Range

**AGENDA ITEM:** December 10, 2013 City Council

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**RECOMMENDATION:**

It is recommended that the City Council approve the revised Senior Library Assistant job classification at the existing salary range of 17-76 (\$3,560-\$4,771). There is no proposed change in salary. This action was approved by the Personnel Commission on November 14, 2013.

**BACKGROUND:**

The existing job description was approved in 2001. At that time, the job description defined the duties of a Senior Library Assistant working in the Technical Services Department of the library. The duties included in this description were of a technical nature, dealing with cataloging and the entering of records into the library's on-line catalog. The library is now in the process of adding another Senior Library Assistant to the staff whose main responsibilities will lie in the area of the Public Services Division – helping with programming needs and dealing directly with the public. When reviewing the existing job description, it was apparent that rather than creating a unique job description for a Senior Library Assistant assigned to the public services department, one job description would serve for both positions with the deletion of certain responsibilities (which are no longer applicable) and the addition of others.

The revised job description states that those in this classification can be assigned to either the Public Services or Technical Services division under the supervision of the corresponding Principal Librarian. The additional duties relate to planning and implementing programs and events if assigned to the Public Services Division.

The flexibility of this combined job description provides for the future hiring needs of the library. Rather than having to recruit for a uniquely skilled person to work in a specific department, the job can be posted as a generic position – thus creating a broader field of applicants leading to more options for the library as needs change.

It should also be noted that the bargaining unit, SEIU Local 521 representing this classification has approved the proposed changes.

**FINANCIAL IMPACT:**

There will be no financial impact to the City for implementing this change.

**ALTERNATIVES:**

The City Council could elect not to approve the revised job description.

**ATTACHMENTS:**

None.

cc: City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THE REVISED JOB DESCRIPTION OF SENIOR LIBRARY ASSISTANT AND REAFFIRMING THE ESTABLISHED SALARY RANGE OF 17-76**

**Rescinds Resolution No. 197-01 (CM)**

**WHEREAS**, the City Manager has submitted his report and recommendation to the City Council to approve the revised job description of Senior Library Assistant, 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 revised job description of Senior Library Assistant is hereby approved at the established Salary Range of 17-76.

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# City of Watsonville

## Job Description



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<b>JOB TITLE:</b>	Senior Library Assistant	<b>APPROVED:</b>
<b>DEPARTMENT:</b>	Library	
<b>REPORTS TO:</b>	Principal Librarian	
<b>SUPERVISION:</b>	May exercise supervision over assigned personnel	
<b>EMPLOYEE UNIT:</b>	Clerical Technical-SEIU Local 521	
<b>FLSA:</b>	Non-exempt	

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**JOB SUMMARY:** Employees in this classification perform a series of highly technical tasks, provide direct public services and/or advanced support services in support of the library mission statement. They may be assigned to either the Public Services or Technical Services Division. Employees in this classification receive limited supervision and make routine decisions within the overall department policies and procedures. The Senior Library Assistant acts as a lead worker, directing, scheduling and monitoring other library staff.

**EXAMPLES OF ESSENTIAL DUTIES:** Duties may include, but are not limited to, any combination of the following:

- Coordinates the acquisition of library materials using a variety of tools, software, and systems
- Answers information and simple reference questions for the public in person and by telephone using library print and electronic resources
- Catalogs library materials using a variety of tools to locate, download and edit existing MARC records
- Acts as a lead worker to division clerks and library assistants
- Trains other library staff in the use of the library automation system and copy cataloging methodology
- Prepares reports
- Works collaboratively with supervisor in planning and implementing programs and events.
- Assists with training and supervising other staff in conducting events
- Performs related duties similar to the above in scope and function

### EMPLOYMENT STANDARDS

#### Knowledge of:

- General library methods, procedures and terminology
- Technical tools and software
- MARC record structure and appropriate cataloging rules
- Effective customer service behavior

#### Ability to:

- Work well in a public service environment
- Work safely
- Effectively perform a variety of library assignments
- Communicate effectively
- Use a keyboard
- Use highly technical library tools and software

- Develop and maintain effective working relationships with other staff and the public
- Use library tools to provide information to the public
- Work independently and under general supervision
- Speak English/Spanish highly desirable

**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.

- Hear adequately to converse on the telephone and in person
- Intermittently bend and twist to reach equipment on surrounding desk
- Intermittently reach above and below shoulder level to books on shelves: grasp with right and left hands; climb, squat and kneel
- Sit and stand for long periods of time

### **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 is:

- Advanced education training equivalent to a bachelor's degree from an accredited college or university and two years of public library work experience.

### **Licenses/Certificates:**

- Possession at the time of hire and continued maintenance of a valid Class C California Driver's license and safe driving record.

APPROVED  
By Carlos J. Palacios at 12:58 pm, Dec 03, 2013

**City of Watsonville  
Human Resources Department**



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

**DATE:** December 3, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Nathalie Manning, Human Resources Manager

**SUBJECT:** Side Letter Agreement between the City of Watsonville and the International Association of Firefighters, Local 1272, establishing a Limited Term Relief Firefighter\Paramedic Pilot Project

**AGENDA ITEM:** December 10, 2013 **City Council**

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APPROVED  
By Nathalie Manning at 8:06 am, Dec 03, 2013

**RECOMMENDATION:**

It is recommended that the City Council adopt a resolution approving a Side Letter Agreement between the City of Watsonville and the International Association of Firefighters, Local 1272 establishing a Limited Term Relief Firefighter\Paramedic Pilot Project.

**DISCUSSION:** The Watsonville Fire Department (WFD) has continued to struggle with staffing and overtime (OT) issues for quite some time. This year, there were periods of time where the department had up to nine personnel out on worker's compensation injuries and extended leave exacerbating these issues and prompting the need to develop additional solutions.

In an effort to reduce OT costs, WFD staff has placed a limit on vacation days and reassigned the staff training captain position back on line. In addition, WFD staff has attempted to hire hourly firefighters as a stop-gap measure to cover daily vacancies across all three shifts with only marginal success. The City currently has an Hourly Firefighter classification that operates on a temporary, on-call hourly basis; however this position does not offer any benefits and it has been difficult to recruit for this position.

In response, the City is proposing to initiate a Pilot Project to hire limited term, temporary personnel. This pilot project includes the creation of a new, temporary job classification titled Limited Term Relief Firefighter\Paramedic included as Attachment 1 for informational

purposes. The City is hopeful that by offering partial benefits, candidates will consider this position to gain on-the-job experience which will be beneficial in their job search for a permanent position.

This classification will function as a Firefighter\Paramedic, but employees will only be hired into this position to provide relief behind a budgeted, full time, permanent position absent for an extended period of time. Those in this classification will be assigned to a shift to cover for an absence expected to last at least four weeks, but will not be scheduled to work more than eleven consecutive months.

While this proposed classification is not as inexpensive as hiring hourly, non-benefited positions, it is more economical than paying overtime to existing employees or hiring regular, permanent firefighters. The proposed job classification includes the same requirements as a permanent fire fighter with paramedic accreditation and the candidates selected will have to successfully complete the same six week department specific training academy as the permanent hires before shift work assignment begins. All candidates selected for these positions will be expected to have State Fire Marshal Firefighter I certification, Paramedic certification and previous fire experience prior to participating in the department specific academy.

The salary level for this classification will be established at 20% less than the permanent Firefighter classification as follows:

Job Classification	Salary Range	Step A	Step G (top step)
Firefighter (permanent)	17-76	4,984.66	\$6,679.93
Limited Term Relief FF\Paramedic (proposed)	15-53	3,998.76	\$5,345.32

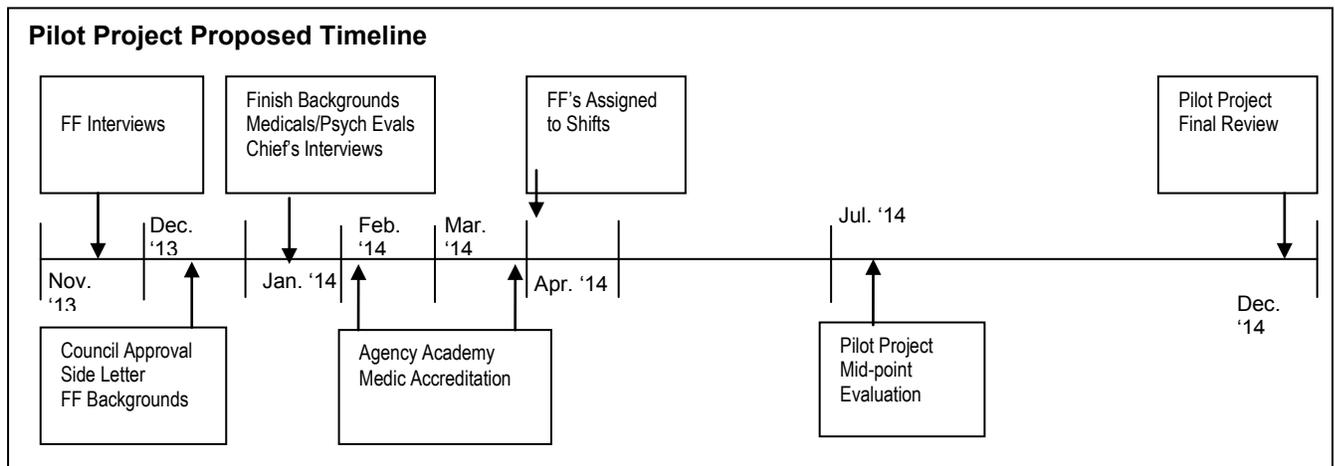
In addition, the following guidelines will apply to this part-time temporary classification:

- Limited benefits provided to include Health insurance for the employee, CalPERS retirement (2.7% @ 57), life insurance, and workers compensation
- No specialty pays or vacation
- Assignments expected to last at least 4 weeks but no more than 11 months
- Paid on an hourly basis and serve at-will and are not considered part of the competitive service
- Limited Term employees will provide relief for long term absences exceeding four weeks of currently budgeted positions

The City has met and conferred with the Fire Union, IAFF Local 1272 leadership about this Pilot Project and received its support. If approved, this Pilot Project will be re-evaluated within one year and terminated if not approved to continue by both the Union and the City.

In conjunction with this pilot project, the City will be hiring one additional permanent firefighter which will bring the staffing to 10 personnel per shift. This provides for one permanent 'relief' firefighter per shift which is expected to further reduce the overtime costs. With an additional permanent firefighter coupled with the addition of several Limited Term relief firefighters to cover behind long-term absences, OT should begin to show signs of stabilization.

**IMPLEMENTATION:** In order to address the adverse financial impacts of recent staffing shortages, an aggressive recruitment schedule has been developed. The implementation of this project is likely to be somewhat dynamic, based on many fluid conditions, but the suggested timeline is as follows:



Adjustments to the proposed schedule are likely as the project develops, and periodic review of the timelines may be necessary.

**FINANCIAL IMPACT:** There will be financial savings in overtime when this classification is utilized to provide relief coverage for a long term absence of a permanent employee expected to last at least four weeks. It is anticipated that the OT absorbed by these positions will more than offset the base salary costs of the limited term positions and the additional permanent position and will be funded through existing general fund appropriations. The actual amount of savings will be dependent on the number of long term absences and the available Limited Term Relief Firefighter\Paramedics at any given time.

**ALTERNATIVES:** If the positions are not approved, higher overtime costs will continue to accrue, as will the stress on existing personnel to cover long term staffing gaps.

**ATTACHMENTS:**

Attachment 1: Proposed new job description of Limited Term Relief Firefighter\Paramedic

cc: City Attorney



CITY OF WATSONVILLE

JOB TITLE: **LIMITED TERM RELIEF FIREFIGHTER\PARAMEDIC**

### DEFINITION

Limited Term Relief Firefighter\Paramedics respond to fire, medical and other emergencies; perform emergency medical care; fight fires; perform rescues; participate in hazardous materials control; conduct training sessions; perform fire prevention inspections and pre-fire planning; perform public education talks and classes; perform other support functions to carry out City policy and the mission of the Fire Department and other related duties as assigned.

Limited Term Relief Firefighter\Paramedics are hired on an as-needed basis to provide relief duties during long term absences of permanent personnel. This classification is general, at-will and is not included in the competitive service. Employees in this classification are considered hourly with limited benefits.

### DISTINGUISHING CHARACTERISTICS

This job class functions at the Firefighter\Paramedic level on a limited-term\relief basis as part of a pilot program.

### SUPERVISION RECEIVED

- Receives direct supervision from the Fire Captain

EXAMPLES OF ESSENTIAL DUTIES - Duties include, but are not limited to, the following:

- Responds to fire, medical and other emergencies on a ladder truck or on an engine
- Connects and lays hose lines, enters burning buildings and directs stream onto fires
- Raises, positions and climbs ladders
- Assists in such firefighting activities as rescue, protecting exposures, ventilation, salvage, overhaul and other operations
- Provides basic life support emergency medical care
- Inspects, services and maintains equipment to ensure proper operating condition
- Maintains clean and orderly conditions in and about the fire station
- Attends and participates in special drills and other training activities
- Performs such collateral assignments as maintaining emergency medical supplies, presenting training classes in firefighting and first aid techniques, repairing equipment, training cadets
- Performs fire prevention inspections and preplans of industrial, commercial, institutional, and residential occupancies
- Conducts presentations and classes with public groups on fire safety, emergency response and other Fire Department related subjects
- Works long hours, at all hours, under physical and mental pressures in hazardous conditions, in inclement weather and during emergency response and disaster situations
- Wears self contained breathing apparatus
- May be assigned to attend meetings and make presentations
- Responds to fire, medical and other emergencies on a ladder truck or on an engine
- Performs inspections and preplans of industrial, commercial, institutional, and residential occupancies
- Completes records and prepares reports as assigned
- Performs other related duties as assigned by the Fire Captain
  
- Provides Advanced Life Support first responder emergency medical care and assistance to victims of

accidents, injuries or illness

## EMPLOYMENT STANDARDS

### Knowledge of:

- principles and practices of modern methods and techniques of fire ground management, fire suppression, fire prevention, rescue and the Incident Command System (ICS)
  - emergency medical procedures necessary to deal with life threatening illness and/or injury
  - proper methods of public presentations
  - safe vehicle driving techniques
  - proper pump operation procedures
  - maintenance and repair procedures of fire department apparatus and equipment
  - emergency medical procedures necessary to deal with life threatening illness and/or injury
  - basic fire prevention and hazardous materials inspection procedures
  - basic arithmetic, correct English usage, grammar, spelling, and punctuation
  - basic chemistry of fire and hazardous materials
  - proper methods of developing a lesson plan and delivering a basic training class
  - proper methods of preparation and delivery of a speech and public presentations
  - basic mechanical principles that demonstrate technical concepts, procedures, and equipment operation
  - basic computer skills
  - customer service techniques
- 
- emergency medical procedures necessary to deal with life threatening illness and/or injury
  - advanced Life Support pre-hospital emergency medical care techniques, principles, and practices
  - basic human anatomy and physiology
  - medical terminology
  - techniques and analytical processes used in the description and assessment of patient status
  - categories, indications and contraindications, and appropriate dosage levels of medications
  - procedures and equipment used in monitoring patient vital signs, symptoms of impaired cardiac and respiratory functioning, altered states of consciousness, various types of toxicity and poisoning, shock, and common diseases

### Ability to:

- safely and effectively operate fire department tools and equipment
- perform departmental fire suppression, rescue, and other related tasks
- communicate, understand and follow oral and written instructions
- think clearly and act decisively under stressful conditions
- maintain a good driving record
- read English, understand and apply information received from fire service handbooks, manuals and regulations
- perform strenuous physical labor under adverse and dangerous conditions
- keep maintenance and repair of fire department apparatus
- perform as an effective team member and co-worker
- establish and maintain effective working relationships with supervisors, coworkers, other departments and agencies, business and community groups, and the general public
- walk to perform assigned duties; walk on uneven surfaces; crawl and run
- stoop and bend; twist; reach above and below shoulder level
- stand for long periods of time
- lift equipment weighing 50 to 90 lbs.
- carry fire hose, ladders, tools, etc.

- push and pull; balance on ladders
  - distinguish red, yellow, and blue flashing lights
  - smell to detect odors such as alcohol, smoke, gases, etc.
  - hear effectively and communicate in both emergency and non-emergency situations
  - work in various environments subject to heat, cold, inclement weather, etc.
  - maintain physical health, strength, and agility to meet the physical demands of fire fighting
  - learn technical concepts, procedures and the operation of equipment utilized in fire fighting, prevention, and education
  - read, comprehend, retain and apply a large number of technical procedures, policies, codes and orders
  - write comprehensive and grammatically correct reports
  - sit at a desk and in meetings and trainings for long periods of time
  - work under physically demanding conditions and in potentially hazardous or stressful situations
  - maintain a level of performance consistent with the standards of the department
  - work a 24-hour continuous shift, and be subject to recall during emergencies
  - effectively use radios to communicate
  - speak English; speak Spanish highly desirable
- observe and evaluate patient status and conditions
  - determine appropriate BLS and ALS procedures
  - make paramedical decisions rapidly, under stressful conditions
  - perform BLS and ALS life support, including CPR, cardiac monitoring (EKG interpretation), and defibrillation
  - administer medications via appropriate route per protocol
  - monitor and maintain patient airway to include endotracheal intubation, and needle cricothyrotomy
  - communicate technical and medical information effectively
  - learn and apply Santa Cruz County radio format to transmit medical information to base hospitals
  - prepare accurate and complete reports

#### MINIMUM QUALIFICATIONS

- Possession of Firefighter I Certification
- Possession of Valid California Paramedic License and have a valid CPAT card
- Possession at time of hire and continued maintenance of a valid California Class C driver's license and a safe driving record
- Must meet minimum medical requirement defined in NFPA Standard 1582
- Must demonstrate physical strength, endurance and agility as defined by NFPA Standard 1582 and as applied to the position
- 18 years of age at time of hire
- High School Diploma, GED or equivalent is required
- An AS/AA degree from a properly accredited institution in Fire Protection Technology or other related field is highly desirable
- Complete SFT RIC Tactics course within first year of employment
- EMT-P at time of hire
- Completion of the following courses (or equivalent) highly desirable:
  - CSTI Haz Mat FRO
  - SFT or NWCG ICS 100, 200, S-130, S-190
  - NIMS IS-700
- Six months experience as a paramedic
- Possession of a current license as a paramedic

- Possession of current CPR, ACLS provider certification, BTLS and PALS or equivalent
- Possession of EMT-Paramedic accreditation in Santa Cruz County within sixty days of appointment

#### SPECIAL REQUIREMENTS

- Prior to appointment, the Department may require candidates to successfully complete a psychological examination and/or background investigation
- Must sign non-tobacco use agreement
- Must maintain physical fitness according to Departmental Standards

## LIMITED TERM RELIEF FIREFIGHTER\PARAMEDIC TERMS

- Salary established at 20% less than permanent Firefighter classification
- Limited Term Firefighters must complete City of Watsonville fire training academy prior to becoming eligible for an assignment.
- Eligible for employee only health, vision, and medical benefits
- Eligible for CalPERS-PEPRA formula 2.7% at 57. Employee pays full employee share per PEPRA
- Workers compensation and life insurance benefits
- Uniform provided
- No vacation, educational incentive pay, tuition reimbursement, or other specialty pays, stipends, or benefits not explicitly detailed
- Limited Term Firefighter\Paramedics are hired for absences expected to last at least 4 weeks due to workers compensation injuries, long term sick leave, extended leaves of absence (personal, military, medical, etc.) and are assigned to one shift.
- After completion of assignment, Limited Term Firefighter\Paramedics may be assigned to provide relief for another long term absence.
- Limited term Firefighter\Paramedics may not work more than 11 consecutive months
- While on duty, may participate in current, ongoing interagency paramedic continuation education program administered through EMSIA. If not on duty, may participate but no regular pay or overtime will be earned.

**RESOLUTION NO. \_\_\_\_\_ (CM)****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2013-2015 BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE CITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1272**

**WHEREAS**, the delegate of the City of Watsonville Municipal Employee Relations Officer and the International Association of Firefighters, Local 1272 on or about June 25, 2013, entered into a Memorandum of Understanding for the fiscal years 2013-2015 subject to Council approval; and

**WHEREAS**, the Council adopted Resolution No. 103-13 (CM) on June 25, 2013, ratifying said Memorandum of Understanding for the fiscal years 2013-2015 between the Municipal Employee Relations Officer of the City and the International Association of Firefighters, Local 1272; and

**WHEREAS**, the delegate of the City of Watsonville Municipal Employee Relations Officer and the International Association of Firefighters, Local 1272, in accordance with provisions of the Milias-Myers-Brown Act (Section 3500 et seq. of the Government Code) and City of Watsonville Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith and wish to establish a Limited Term Relief Firefighter/Paramedic Pilot Project; and

**WHEREAS**, the parties have agreed to the terms as set forth in the Side Letter, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the Council of the City of Watsonville after reviewing the Side Letter hereby determines to approve said Side Letter to the Memorandum of Understanding.

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

That Side Letter to the Memorandum of Understanding between the Municipal Employee Relations Officer and the International Association of Firefighters, Local 1272, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby approved.

\*\*\*\*\*

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF  
WATSONVILLE AND INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 1272 REGARDING LIMITED TERM  
RELIEF FIREFIGHTER\PARAMEDIC PILOT PROJECT**

**THIS SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the CITY OF WATSONVILLE, a municipal corporation, hereafter referred to as "City", and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1272, hereafter referred to as the "Local 1272".

**RECITALS**

**WHEREAS**, the City of Watsonville desires to create a pilot program to hire Limited Term Relief Firefighter\Paramedics to address long term absences of permanent employees

**WHEREAS**, The City and IAFF Local 1272 wish to state the terms and conditions that will apply to the new temporary classification of Limited Term Relief Firefighter\Paramedic under the pilot program

**WHEREAS**, the City and Local 1272 have met and conferred in good faith with reference to the matters set forth in this Side Letter; and

**WHEREAS**, this Side Letter Agreement between the City and Local 1272 is in the best interest of the City and Local 1272 employees.

**NOW THEREFORE**, the City and Local 1272 agree as follows:

1. The City of Watsonville will establish a new job classification entitled Limited Term Relief Firefighter\Paramedic with the following terms and conditions:

**Classification:**

Temporary, at will, hourly and not part of the competitive service

**Salary and benefits:**

- a) Salary range will be established at 20% less than permanent Firefighter classification at each step of the salary range;
- b) Eligible for employee-only health benefits, CalPERS membership in accordance with CalPERS regulations, workers compensation insurance, and life insurance
- c) Not eligible for vacation pay
- d) Not eligible for any specialty pays (holiday, educational incentive, etc.)
- e) While on duty, may participate in current, ongoing interagency paramedic continuation education program administered through EMSIA. If not on duty, may participate but no regular pay or overtime will be earned.

**Utilization:**

- a) Limited Term Relief Firefighter\Paramedics will be used to backfill for permanent positions in the event of an absence expected to last at least 4 weeks (FMLA, Workers Compensation, Long Term Medical Leave, Military Leave, Leave of Absence, etc.)
- b) Limited Term Relief Firefighter\Paramedics will not be hired to fill vacant, permanent positions outside of the normal City hiring process for permanent positions if there are permanent position vacancies.
- c) Limited Term Relief Firefighter\Paramedics will not be assigned for more than 11 consecutive months
- d) Limited Term Relief Firefighter\Paramedics will be assigned to a shift to backfill for a specific absence after successfully completing Department prescribed training of at least six weeks and 240 hours.

**Term of Program:**

Pilot program will implemented in December, 2013 and be re-evaluated by City and Local 1272 in December 2014 to determine the effectiveness of the Limited Term Relief Firefighter\Paramedic pilot program. The pilot program will expire on February 1, 2015 unless the parties mutually agree to a new program.

**IN WITNESS WHEREOF**, the parties hereto have executed this Side Letter Agreement the day and year first hereinabove written.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 1272**

Date \_\_\_\_\_

\_\_\_\_\_  
Corey Schaefer, President, IAFF, Local 1272

**CITY OF WATSONVILLE**

Date \_\_\_\_\_

\_\_\_\_\_  
Carlos J. Palacios, City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF WATSONVILLE AND CARLOS J. PALACIOS FOR EMPLOYMENT AS CITY MANAGER COMMENCING JANUARY 1, 2014, AND ENDING JUNE 30, 2016**

**Amends Resolution No. 127-10 (CM)**

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

1. That the Fourth Amendment to Contract between the City of Watsonville and Carlos J. Palacios for employment as City Manager of the City of Watsonville commencing January 1, 2014, and ending June 30, 2016, which Fourth 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 Fourth Amendment to Contract for and on behalf of the City of Watsonville.

\*\*\*\*\*

**FOURTH AMENDMENT TO CONTRACT  
BETWEEN THE CITY OF WATSONVILLE AND CARLOS J. PALACIOS  
FOR EMPLOYMENT AS CITY MANAGER**

**THIS FOURTH AMENDMENT TO CONTRACT** is entered into by and between the **CITY OF WATSONVILLE**, a municipal corporation, hereafter referred to as “City,” and **Carlos J. Palacios**, hereafter referred to as “City Manager.”

**RECITALS**

**WHEREAS**, on October 24, 2000, the City Council adopted Resolution No. 287-00 (CM), approving a four-year contract between the City and City Manager; and

**WHEREAS**, on January 13, 2004, the City Council adopted Resolution No. 5-04 (CM) approving a First Amendment to said contract; and

**WHEREAS**, on September 25, 2007, the City Council adopted Resolution No. 192-07 (CM) approving a Second Amendment to said contract; and

**WHEREAS**, on May 26, 2009, the City Council adopted Resolution No. 109-09 (CM) approving a Side Letter to said contract in which the City Manager voluntarily agreed to forgo a 4% salary increase and accept a 10% pay reduction through a reduction in work week for a total of 14% in reduced compensation; and

**WHEREAS**, on June 22, 2010, the City Council adopted Resolution No. 127-10 (CM) approving a Third Amendment to said contract in which the City Manager voluntarily agreed to forgo a 3% salary increase and accept a 10% pay reduction through a reduction in work week for a total of 13% in reduced compensation;

**Whereas**, because of the Side Letter signed in 2009 and the Third Amendment the City Manager will have voluntarily forgone salary increases of 7% and a 10% pay

reduction through a reduction of work week, the cumulative loss of compensation will be 17%; and

**WHEREAS**, effective on July 1, 2013, the City Manager received a 3.5% base salary increase which was offset by an additional 3% contribution to the employee share of the PERS retirement contribution consistent with the terms of other non-public safety bargaining units and in compliance with the terms of the Third Amendment;

**WHEREAS**, the City and the City Manager now wish to amend such Contract and Amendments to extend the term of the contract, adjust the salary, and make other minor changes; and

**WHEREAS**, this Fourth Amendment between the City of Watsonville and Carlos J. Palacios is in the best interest of the City of Watsonville.

**NOW THEREFORE**, the City and City Manager agree that the Contract executed on October 24, 2000, First Amendment dated January 13, 2004, Second Amendment dated September 25, 2007 and Third Amendment dated June 22, 2010 shall be amended as follows:

A. The last sentence of Section A—Duties and Term—is amended to read:

**“A. Duties and Term.**

The term of this contract is two and one-half years (2.5) years: commencing January 1, 2014 and expiring June 30, 2016.”

B-1. Section B.1.(a) is amended to read:

**“Section B. 1. (a) Base Salary.**

Effective the first full pay period on or after January 1, 2014 through the end of the pay period that includes June 30, 2016, the City Manager’s base salary shall be \$195,761.80 which will be reduced by ten percent

(10%) through a reduction from a 40 hour workweek to a 36 hour workweek for an amount equal to \$176,185.62.

Effective the first full pay period on or after January 1, 2014, the City Manager's base salary shall be increased by \$500 per month in lieu of receiving an auto allowance of the same amount."

B-2. Section B.2 is amended to read:

**"Section B.2. PERS.**

The City Manager, consistent with the terms of other non-public safety bargaining units, shall pay the full seven percent (7%) of the employee share of the PERS retirement contribution."

B-4. Section B. 4 is amended to read:

**"Section B. 4. Auto Allowance.**

Effective the first full payroll period on or after January 1, 2014, the City Manager shall no longer receive an auto allowance and instead, receive an additional \$500 per month in base salary as set forth in subdivision B-1 (a) above.

The City Manager shall be reimbursed at the Federal IRS allowable reimbursement rate for automobile trips which include any destination forty (40) miles or more from City Hall. The City Manager shall not be reimbursed for mileage for automobile trips where no destination is more than forty (40) miles from City Hall."

L. A new Section L is added as follows:

**"Section L. Management Group Memorandum of Understanding.**

The terms and conditions in Appendix A of the Management Group Memorandum of Understanding effective July 1, 2013 and ending June 30, 2015 and adopted by the Council by Resolution No. 101-13 (CM) on or about June 25, 2013, shall apply to the City Manager. The language of any section of the City Manager contract not modified by this Appendix shall remain in effect for the duration of the contract."

M. A New Section M is added as follows:

**"Section M. Government Code § 53243.**

Notwithstanding any provision to the contrary, the City Manager shall reimburse to the City any and all leave salary which may be paid to the City Manager pending any investigation of the employment related conduct of the City Manager if the City Manager is convicted of a crime involving an abuse of his or her office or position as defined in Government Code 53243.4 [GC 53243].”

N. A new Section N is added as follows:

**“Section N. Severance Cap.**

Notwithstanding the foregoing, any severance payment shall comply with Government Code §§ 3511.2, 53260 and 53261, as in effect January 1, 2012.

K-4. Section K.4 is amended to read:

**“Section K.4 Effective Date.**

This Contract shall become effective upon approval by the City Council of the City of Watsonville and shall remain in full force and effect until June 30, 2016, or until a new contract has been approved.”

All other terms and conditions of the Contract dated October 24, 2000, First Amendment, dated January 13, 2004, Second Amendment dated September 25, 2007 and Third Amendment dated June 22, 2010 are hereby ratified and affirmed and shall remain in full force and effect.

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

“CITY”  
CITY OF WATSONVILLE

“CITY MANAGER”

By: \_\_\_\_\_  
Karina Cervantez, Mayor

By: \_\_\_\_\_  
Carlos J. Palacios, City Manager

ATTEST:

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Beatriz V. Flores, City Clerk

APPROVED AS TO FORM:

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Alan J. Smith, City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF WATSONVILLE AND BEATRIZ VÁZQUEZ FLORES FOR EMPLOYMENT AS CITY CLERK COMMENCING JANUARY 1, 2014, AND ENDING JUNE 30, 2015**

**Amends Resolution No. 108-13 (CM)**

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

1. That the Third Amendment to Contract between the City of Watsonville and Beatriz Vázquez Flores for employment as City Clerk of the City of Watsonville commencing January 1, 2014, and ending June 30, 2015, which Third 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 Third Amendment to Contract for and on behalf of the City of Watsonville.

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**THIRD AMENDMENT TO CONTRACT  
BETWEEN THE CITY OF WATSONVILLE AND BEATRIZ VÁZQUEZ FLORES  
FOR EMPLOYMENT AS CITY CLERK**

**THIS THIRD AMENDMENT TO CONTRACT** is entered into by and between the **CITY OF WATSONVILLE**, a municipal corporation, hereafter referred to as “City,” and **Beatriz Vázquez Flores**, hereafter referred to as “City Clerk.”

**RECITALS**

**WHEREAS**, on June 10, 2008, the City Council adopted Resolution No. 79-08 (CM), appointing Beatriz Vázquez Flores City Clerk and approving a three-year and nine months agreement (Agreement) between the City and City Clerk; and

**WHEREAS**, on May 26, 2009, the City Council adopted Resolution No. 108-09 (CM) approving a Side Letter to said Agreement in which the City Clerk voluntarily agreed to forgo a three percent (3%) negotiated salary increase and accept a ten percent (10%) pay reduction through a reduction in work week; and

**WHEREAS**, on June 10, 2010, the City Council adopted Resolution No. 95-10 (CM) approving a Side Letter to said Agreement in which the City Clerk voluntarily agreed to defer a three percent (3%) negotiated salary increase and accept a ten percent (10%) pay reduction through a reduction in work week; and

**WHEREAS**, on June 7, 2011, the City Council adopted Resolution No. 101-11 (CM) approving a First Amendment to the Agreement dated June 10, 2008, wherein the City Clerk agreed to accept a ten percent (10%) pay reduction through a reduction in work week; agreed to forego the negotiated three percent (3%) and four percent (4%) salary increases to be implemented the first full payroll in July 2011; and to pay an additional two (2%) toward her retirement, for a total of 17% in reduced compensation; and

**WHEREAS**, on June 25, 2013, the City Council adopted Resolution No. 108-13 (CM) approving a Second Amendment to the Agreement dated June 10, 2008; and

**WHEREAS**, the City and the City Clerk now wish to amend Agreement dated June 10, 2008, First Amendment dated June 7, 2011, and Second Amendment dated June 25, 2013, regarding Auto Allowance; and

**WHEREAS**, this Third Amendment between the City of Watsonville and City Clerk is in the best interest of the City of Watsonville.

**NOW THEREFORE**, the City and City Clerk agree that the Contract, as amended by the First Amendment and Second Amendment shall be amended as follows:

1. Section B.2.—Adjustments to Base Salary—is amended by adding the following paragraph to read as follows:

**“B. 2. Adjustments to Base Salary.**

“Effective the first full pay period on or after January 1, 2014, the City Clerk’s base pay effective on January 1, 2014, shall be increased by \$400 per month in lieu of receiving an auto allowance of the same amount.”

2. Section B.5—Auto Allowance—is amended to read:

**“B. 5. Auto Allowance.**

Effective the first full payroll period on or after January 1, 2014, the City Clerk shall discontinue receipt of an auto allowance and instead, receive an additional \$400 per month in base salary.

Mileage reimbursement for the City Clerk shall be at the Federal IRS allowable reimbursement rate for trips that exceed forty (40) miles from City Hall. The City Clerk shall not be reimbursed for mileage within a 40 mile radius of City Hall.”

3. A New Section M is added as follows:

**“Section M. Government Code § 53243.**

Notwithstanding any provision to the contrary, the City Clerk shall reimburse to the City any and all leave salary which may be paid to the City Clerk pending any investigation of the employment related conduct of the City Clerk if the City Clerk is convicted of a crime involving an abuse of his or her office or position as defined in Government Code 53243.4 [GC 53243].”

4. A new Section N is added as follows:

**“Section N. Severance Cap.**

Notwithstanding the foregoing, any severance payment shall comply with Government Code §§ 3511.2, 53260 and 53261, as in effect January 1, 2012.

5. Section K.4 is amended to read:

**“Section K.4 Effective Date.**

This Contract shall become effective upon approval by the City Council of the City of Watsonville and shall remain in full force and effect until June 30, 2015, or until a new contract has been approved.”

All other terms and conditions of the Contract, dated January June 10, 2008, First Amendment dated June 7<sup>th</sup>, 2011, and Second Amendment date June 25, 2013, not specifically changed by this Third Amendment, are hereby ratified and affirmed and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed thisThird Amendment to Contract the day and year first hereinabove written.

“CITY”  
CITY OF WATSONVILLE

“CITY CLERK”

By: \_\_\_\_\_  
Karina Cervantez, Mayor

By: \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Watsonville  
Finance Department**

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

APPROVED  
By Carlos J. Palacios at 9:27 am, Nov 21, 2013



**DATE:** November 21, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Ezequiel Vega, Administrative Services Director  
Marissa Duran, Financial Analyst

APPROVED  
By Ezequiel Vega at 8:21 am, Nov 21, 2013

**SUBJECT:** Resolution Adopting the City of Watsonville Investment Policy for Calendar Year 2014 and Authorizing the Issuance of a Banking Services RFP.

**AGENDA ITEM:** December 10, 2013

**City Council**

**RECOMMENDATION:**

It is recommended that the City Council

- a) Approve a Resolution Adopting the Calendar Year 2014 City of Watsonville Investment Policy.
- b) Authorize the City Manager by motion to issue a Banking Services RFP.

**DISCUSSION:**

**Investment Policy**

The City's Investment Policy and State law require that the governing body of the City annually review the Investment Policy. The City of Watsonville Investment Policy was last reviewed and adopted by the City Council on December 11, 2012. Only minor clarifying changes have been made since the last adoption in accordance with government code 53607.

The purpose of the policy is to provide guidelines to the City Treasurer and staff for the investment of idle cash. Funds are invested in a manner that will earn a competitive yield in accordance with the City's needs for liquidity and safety while at the same time maximizing investments earnings. The Investment Policy intent is to ensure and promote investment practices that are consistent with the policy, prudent in nature and that provide for the financial operational needs of the City.

In accordance with the policy the City Treasurer is delegated investment authority by the Council. In this delegated capacity, the City Treasurer may conduct monthly Investment Committee meetings with staff to discuss investment options and provide direction for the investment of idle cash. A Monthly Investment report is prepared by the Finance Department and submitted to the City Council at a regularly scheduled council meeting. Currently, the City does not contract with a third party administrator to make investment decisions.

**Banking Services RFP**

The City of Watsonville entered into the current banking relationship with First National Bank in 2000. While the banking services provided by this bank have satisfied the City's banking needs, it is a good practice to periodically evaluate the banking services available in the market. This staff report requests for approval to issue an RFP for banking services in CY 2014.

**STRATEGIC PLAN:**

The recommendation supports the principles used to develop the 2013-14 Strategic Plan by focusing in the most effective utilization of resources.

**FINANCIAL IMPACT:** None

**ALTERNATIVES:**

1. The City Council could recommend other investment types or change the portfolio investment percentage limits, but making percentage change limits would deviate from the ones allowed in the government code section 53600 et seq.

**ATTACHMENTS:** None

cc: City Attorney

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

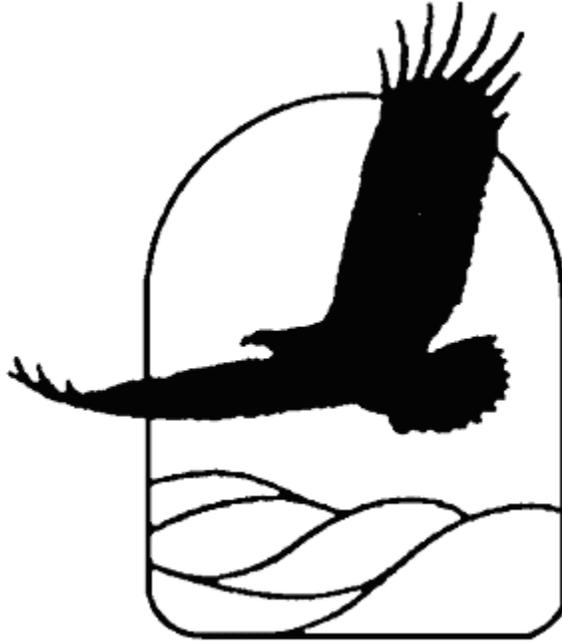
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADOPTING AND CONFIRMING THE CITY OF WATSONVILLE INVESTMENT POLICY FOR CALENDAR YEAR 2014**

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

1. That the City Council does hereby adopt and confirm the City of Watsonville Investment Policy for Calendar Year 2014, attached hereto as Exhibit "A," and incorporated by this reference as its policy for the investment of funds not required for the immediate necessities of the City for the period January 1, 2014 to December 31, 2014.

2. That the Administrative Services Director is hereby directed to comply with and is authorized to do all things necessary to implement such Policy for calendar year 2014.

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**CITY OF WATSONVILLE**  
**INVESTMENT POLICY FOR CALENDAR YEAR 2014**

# CITY OF WATSONVILLE

## INVESTMENT POLICY

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### Introduction

The investment objective of the City of Watsonville is to ensure the safety and liquidity, while maintaining a competitive yield, of the City's temporarily idle funds.

The purpose of this policy is to provide guidelines to the officers of the City charged with responsibility for investments. This policy and State law (government section 53600 et seq.) govern the execution of the investment responsibility.

The City Council, after each annual review, delegates investment authority to the City Treasurer. The Treasurer (Administrative Services Director), under the direction of the City Manager, is responsible for administering the City's investments.

### Policy Guidelines

This policy applies to the investment of all City funds, excluding proceeds from certain bond issues that are covered by separate policy, not required for immediate expenditure. Funds shall be fully invested or deposited to earn a competitive yield after meeting the City's needs for safety and liquidity.

The City will concentrate cash and reserve balances from all funds to maximize investments earnings. Investment income will be allocated to funds, other than the General Fund, as required by the funds restrictions, based upon their respective pool participation and in accordance with general accepted accounting principles.

This approach affords the City a broad spectrum of investment opportunities allowable under current State of California law (Government Code 53600 et seq.). Investments may be made in the following instruments:

<u>Portfolio Limit</u>	<u>Investment Type</u>
No limit	Securities of the US government or its agencies
No limit	Certificates of Deposit (or time deposits) placed with commercial banks or like institutions such as credit unions.
No limit	Local Agency Investment Fund (State Pool) demand deposits
No limit	Repurchase agreements (repos) for a term of one year or less
No limit	Money Market Mutual Fund – (funds containing securities issued or guaranteed by the U.S. Government; fund dollar-weighted average

maturity of ninety (90) days or less, with no single instrument with more than thirteen (13) months, and consist only of dollar-denominated securities)

No limit	Passbook savings account demand deposits
No limit	Debt of the City of Watsonville
30%	Negotiable Certificates or Deposits
40%	Bankers Acceptances not to exceed 180 days maturity; no more than 30 percent of the City's surplus funds may be invested in any one commercial bank.
15%	Commercial Paper of corporations having total assets of \$500 million or more and having an "A" or higher rating for the issuer's debt from Moody's or Standard & Poor's, not to exceed 270 days in maturity.
30 %	Medium term corporate notes, with a maximum 5-year maturity.

In making investments, the Treasurer (Administrative Services Director) or designee, shall follow these guidelines:

1) The standard of prudence to be used by the City Treasurer or designee shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The City Treasurer or designee acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in an accordance with the terms of this policy.

The "prudent person" standard state that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

2) Officers or employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

3) All securities shall be kept in the custody of the City or by a qualified safekeeping institution. If securities are kept by a safekeeping institution, the City shall have access to buy and sell such securities independently of any broker.

4) Investments shall be diversified among institutions, type of securities and maturities to maximize safety and yield with changing market conditions; investments with a maturity at purchase of more than 5 years shall be approved by City Council.

5) Certificates of deposit in financial institutions with local branches shall be made only to the extent warranted by the offered yield, liquidity and safety compared to that available from other institutions.

6) Investments shall be made only in securities for which market value information is generally available.

7) All trades of market securities will be executed by delivery versus payment (DVP) to ensure that securities are deposited in an eligible institution prior to the release of funds.

8) Use of an investment advisor shall be only under contract approved by City Council.

9) The Treasurer (Administrative Services Director) shall report monthly to the City Manager and City Council the following information on investments owned by the City:

- |                      |                  |                   |
|----------------------|------------------|-------------------|
| - Investment         | - Coupon         | - Yield           |
| - Face Value         | - Purchase Price | - Market Value    |
| - Purchase Date      | - Maturity Date  | - Portfolio Yield |
| - Portfolio Maturity |                  |                   |

10) This policy shall be reviewed annually by City Council.

#### Criteria and Order of Priority for Selecting Investments

1. Safety The safety and risk associated with an investment refers to the potential loss of principal, interest or combination of these items. The City controls credit risk by investing only in specified, quality investments listed in the City's investment policy, which have little chance of principal loss. Interest rate risk or market risk refers to potential economic risk, which occurs when interest rates increase, devaluing the principal of fixed income investments. To limit this risk, the City normally invests in securities with an ultimate maturity of 5 years or less, except as authorized by City Council.

2. Liquidity This concept refers to the ability to raise cash for City operations at any moment. Liquidity achieved by purchasing securities, which are traded by a large number of market makers and have relatively short maturities.
3. Yield Yield is the potential dollar earnings an investment can provide from both interest payments and capital appreciation. To obtain the highest yield, Finance will seek competitive quotes on like investments when purchasing an investment. Yields of investments are to be independently calculated and verified by Finance on all transactions.

First Council adopted investment policy, 18-89 (cm). Replaced by 244-92 (cm). 388-96 (cm). 296-97 (cm). 216-98 (cm), 295-99 (cm), 129-00 (cm), 262-01 (cm), 280-02 (cm) 87-03 (cm), 254-04 (cm), 242-05 (cm), 36-07 (cm), 16-08 (cm), 13-09 (cm), 202-11 (cm). 143-12 (cm)

*Endorsed for presentation  
to the City Council*

APPROVED  
By Carlos J. Palacios at 9:58 am, Nov 21, 2013

*Carlos J. Palacios*

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

**MEMORANDUM**



APPROVED  
By Steve Palmisano at 11:27 am, Nov 19, 2013

**DATE:** November 19, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Steven Palmisano, Director of Public Works and Utilities  
Robert Ketley, Senior Utilities Engineer

**SUBJECT:** Application for \$750,000 in Clean Water Act 319H Grant Funds for Pinto Lake

**AGENDA ITEM:** Dec 10, 2013 **City Council**

**RECOMMENDATION:**

It is recommended that the City Council approve a resolution authorizing the City Manager to apply for \$750,000 in Clean Water Act 319 H grant funds to treat Pinto Lake and implement watershed practices that will reduce or eliminate toxic algal blooms. If awarded the grant, the City Manager will also be authorized to submit, negotiate and execute the grant agreement with the State Water Resources Control Board.

**DISCUSSION:**

**Background.** During the summer and fall, Pinto Lake develops toxic algal blooms caused by cyanobacteria, commonly referred to as blue-green algae. Cyanobacteria dominate the lake's aquatic ecosystem, severely impairing water quality, aquatic habitat and recreational activities. The lake's cyanobacteria also produce toxins with potentially significant human health effects. Cyanobacteria are an emerging water quality concern in the United States and other countries.

In 2013, the City (in collaboration with CSUMB, UCSC, Santa Cruz Resource Conservation District and Santa Cruz County) completed a 319H grant-funded study of the lake and its watershed. This study identified phosphorous as the primary driver of the lake's toxic blooms. According to the researchers, approximately 80% of the phosphorous is provided by sediments in the lake. The release of phosphorous from lake sediments is referred to as internal loading and is well-documented cause of algal blooms in lakes and reservoirs across the globe.

***Grant Funding to Treat Pinto Lake.*** A number of methods have been used to control internal loading. Overall, the most successful approach has been the application of alum, which locks phosphorous in the sediments. Alum is commonly used to treat potable water and has proven to be both safe and effective.

In addition to treating the lake, the grant will also provide funding for controlling sources of phosphorous in the watershed. The primary source of watershed phosphorous is erosion of phosphorous-rich soils. By working with agricultural stakeholders, simple erosion control measures can be implemented that will significantly reduce erosion. An additional source of phosphorous may be associated with septic systems on Amesti Road. Santa Cruz County intends to conduct sampling in this area to determine if septic systems are indeed a source of phosphorous to the lake.

In September 2013, the City (in collaboration with CSUMB, UCSC, Santa Cruz Resource Conservation District and Santa Cruz County), submitted a concept proposal to the SWRCB 319 H grant program seeking \$750,000 to fund the Pinto Lake treatment program. The total project costs are \$750,000 and the City requested a waiver from the grant matching requirements as allowed for Disadvantaged Communities like the City. In November 2013, the City was invited to submit a full proposal for grant funding consideration. As part of the grant application, the City must adopt a Resolution authorizing the City Manager to submit the application on behalf of the City.

**STRATEGIC PLAN:**

The project is consistent with the strategic plan.

**FINANCIAL IMPACT:**

The project will be completely grant funded and will not have any fiscal impact on the City.

**ALTERNATIVES:**

The Council could choose not to pursue these grant funds.

**ATTACHMENTS:**

1. Grant Application Concept Proposal
2. Legislative Letter of Support

cc: City Attorney

## Concept Proposal Attachment A - Pinto Lake Restoration Project (Pin No. 25816)

The Pinto Lake Restoration Project is designed to restore the NPS nitrate-impaired lake through the reduction of pollutant loads as called for in the adopted Pajaro River nitrate TMDL. Every year, the lake experiences massive cyanobacteria blooms that produce cyanotoxins, often reaching levels 10,000 times the State health limit and severely impacting the beneficial uses of the lake. The most significant beneficial use impacts are:

- **Wildlife Habitat:** the death of over 31 southern sea otters in the Monterey Bay region has been attributed to freshwater cyanotoxins, with Pinto Lake being identified as a likely source.
- **Recreation:** the lake is regularly closed to the public due to toxin levels, eliminating the only lakeside recreational opportunity serving the Disadvantaged Community of Watsonville.
- **Agricultural Supply:** growers were forced to abandon the use of lake water and drill wells to tap into the already overdrafted groundwater basin because of threats to food and worker safety posed by the toxins.

### Watershed Description and Approach (Questions 1 and 2 / One Page)

**Land Use:** The 1,485-acre watershed includes agricultural operations (35%), residential (19%), grazing (18%), shrub/forest (17%), open water (6%) and wetland (5%). There are also two public parks that border Pinto Lake.

**Project Area** (map included): The project area is 120-acres, which is 8% of the total watershed area.

**Water Quality and Beneficial Uses:** Pinto Lake is a heavily impaired waterbody in the Pajaro River watershed. Every year, the lake experiences massive cyanobacteria blooms. The primary cause of these toxic algal blooms is the presence of elevated nutrients in the lake sediments and nutrient-rich runoff from the surrounding watershed. These blooms produce cyanotoxins, which include dozens of very potent hepatotoxins and neurotoxins. The lake's toxin levels are typically at or above the State health limit (0.8ppb) year-round. Toxin levels increase in the late summer and fall, often reaching levels over 10,000 PPB. One sample exceeded 2,193,000 PPB **-over three million times the health limit.**

Of the 16 beneficial uses listed in the CCRWQCB Basin Plan, the most critically impacted due to current conditions at Pinto Lake are freshwater habitat, water recreation, spawning, reproduction and early aquatic development, sport fishing and agricultural supply. Cyanotoxins are known to adversely affect animal and human health. The death of over 31 endangered southern sea otters in the Monterey Bay region has been attributed to these cyanotoxins, with Pinto Lake being identified as a likely source (<http://www.plosone.org/article/info%3Adoi/10.1371/journal.pone.0012576>). Recreational use of the lake is severely impacted. Boaters must sign health waivers before launching. During periods when toxin levels exceed 20 PPB, the lake is cordoned off to limit public access to the water. Pinto Lake used to be an irrigation source for organic food crops. Growers were forced to abandon the use of lake water and drill wells to tap into a deep aquifer because of threats to food and worker safety posed by the toxins.

**Geographic and Ecosystem Description:** Pinto Lake is a shallow, hypereutrophic, 120-acre lake located in the Pajaro River watershed in southern Santa Cruz County. It has an average depth of six feet and a maximum depth of 25 feet. It was created approximately 8,000 years ago, when seismic activity on the Zayante-Vergales fault caused land subsidence along Pinto Creek. Pinto Creek continues to flow seasonally to the lake. The lake is also supplied by springs, from shallow, non-potable groundwater. Pinto Lake discharges to Corralitos Creek.

### Other Watershed Activities:

The Pinto Lake watershed has two parks located on the lake which serve over 100,000 visitors per year. Many of the visitors are young families from Watsonville's disadvantaged community. The lake's location on the Pacific flight path has made it a popular bird watching location. In recent years, the lake has been a nesting site for a pair of bald eagles. The lake used to be a very popular fishing location. Unfortunately, trout plants at the lake were suspended in 2013, when analysis showed high levels of cyanotoxins in the fish. The Resource Conservation District of Santa Cruz County (RCD) provides bilingual outreach to farmers and residents in the Pinto Lake watershed. Outreach to farmers includes technical and BMP (best management practices) assistance. The RCD also provides bilingual brochures regarding septic tank management to local residents.

**Stakeholder Participation:** Friends of Pinto Lake is an active stakeholder group that was formed in response to concerns about the lake's toxins. It includes members of the agricultural community and residents who live in the watershed. In addition, the City of Watsonville, County of Santa Cruz and RCD are all involved in coordinating efforts to address the lake's water quality problems.

**Past Efforts:** This project is built upon the results of the Pinto Lake TMDL Planning and Assessment Project, which was funded by a 319(h) grant in 2010.

## Narrative Overview of Project (Questions 3 through 11 / five pages not counting maps)

### **Project and Task Description**

The Pinto Lake Restoration Project will be based on the findings of the Pinto Lake 319(h) Planning and Assessment project, which was completed in 2013. The main objectives of this proposal are as follows:

- Treat internal nutrient loadings that drive cyanobacteria blooms using environmentally safe and proven technologies including but not limited to polymers/coagulants such as aluminum sulfate (alum) or similar.
- Treat nutrient loadings from the tributaries (which flow seasonally into the lake) with a flow-based polymer/coagulant (such as alum) dosing system and/or through implementation of nutrient best management practices (BMPs) within the watershed.
- Collect and analyze water quality data verifying reduction of nutrients in-lake and from the watershed as a result of treatment efforts.
- Coordinate with watershed stakeholders to gain participation in implementation efforts that reduce loadings to Pinto Lake.



The project will be implemented in two phases:

#### **Phase 1**

- 1.1. Pre-Treatment Nutrient Analysis (In-Lake and Watershed Tributaries): An initial study will determine nutrient loadings from the lake's sediments (internal loadings) and nutrient loadings in the tributaries (external loadings). This work will be used to quantify the level of treatment needed to control these sources. Water quality sampling of the tributaries will occur early in the year (January/February) when these highly ephemeral creeks are flowing. Lake sampling will occur mid-year (July/August) when the tributaries are no longer flowing and therefore not able to directly influence lake water quality. Work on this task can begin immediately following execution of a final grant agreement.
- 1.2. Design of treatment systems (In-Lake and Watershed Tributaries): Treatment systems to meet nutrient control needs (and address any site constraints) will be designed for both in-lake and watershed tributaries. Design of the treatment systems will occur immediately following the completion of the loading analysis.
- 1.3. Environmental compliance: Complete environmental compliance documents and obtain all applicable permits from local, state, and federal agencies.
- 1.4. Project Management: City of Watsonville staff will manage the project including securing consultant and contractor services, managing schedules and budgets, and coordinating the overall team efforts. Project Management services will continue through Phase 2.
- 1.5. Grant Administration: The RCD Santa Cruz County will be responsible for overall grant administration activities, including grant invoicing and reporting. Grant Administration services will continue through Phase 2.



## Phase 2

- 2.1 Implement treatment system(s) identified in Phase 1 in lake: Based on the results of the Pinto Lake TMDL Planning and Assessment Project and verified in Phase 1, polymer/coagulants will be used to clarify the lake water. Other implementation strategies that were identified in the 319(h) Planning and Assessment Grant, such as floating treatment technology, may also be feasible and cost effective.
- 2.2 Implement treatment system(s) identified in Phase 1 to tributaries and watershed as applicable: the tributaries tributaries will be treated with a flow-based polymer/coagulant (such as alum) dosing system and/or through implementation of nutrient best management practices (BMPs) within the watershed.
- 2.3 Post-treatment nutrient loading/analysis: in-lake and tributary water quality data will be collected and analyzed to determine the reduction in nutrients and cyanobacteria concentrations.
- 2.4 Adaptively manage treatment systems (in-lake and tributaries): based on the results of Task 2.3, additional treatment or different treatment locations may be required and implemented through this task.
- 2.5 Public Outreach: The RCD will provide bilingual outreach to farmers and residents in the Pinto Lake watershed. Outreach to farmers will include technical and BMP assistance. The RCD will also provide bilingual brochures regarding septic tank management to local residents.
- 2.6 Final Report: The City of Watsonville will prepare a Final Report documenting all project task activities including pre- and post-monitoring results, design recommendations, project adaptations, costs and relevant project information. The report will be presented to maximize the transferability to other agencies and organizations faced with similar challenges.

Each task for the Pinto Lake Restoration Project is identified below with a start and end date.

<b>Task</b>	<b>Start/End Date</b>
<b>Grant Agreement Finalized</b>	<b>6/30/15</b>
<b>Phase 1</b>	
1.1.1 Pre-treatment nutrient loading/analysis (in-lake)	7/15 - 9/15
1.1.2 Pre-treatment nutrient loading/analysis (tributaries)	1/16 - 2/16
1.2.1 Design of treatment systems (in-lake)	10/15 – 1/16
1.2.2 Design of treatment systems (tributaries)	3/16 – 4/16
1.3 Environmental compliance	2/16 – 6/16
1.4 Project Management	7/15 – 6/18
1.5 Grant Administration	7/15 - 6/18
<b>Phase 2</b>	
2.1 Implement treatment systems (in-lake)	7/16 - 9/16
2.2 Implement treatment systems (tributaries and watershed)	10/16 - 2/17
2.3 Post-treatment nutrient loading/analysis	10/16 - 4/17
2.4 Adaptively manage treatment systems (in lake and tributaries)	5/17 – 9/17
2.5 Public Outreach	5/16 – 9/17
2.6 Final Project Report	10/17 – 2/18
<b>Grant End Date</b>	<b>7/31/18</b>

## **Program Preference**

This project addresses the NPS Grant Program Preference of reducing nutrient discharges to an impaired waterway (Pinto Lake). Treatment of the lake and its tributaries with polymer/coagulant such as alum (a well known water treatment chemical) was identified as a priority management

measure. Alum and other polymer/coagulants have been successful in controlling nutrient levels in impaired lakes in many countries, including the US. In addition, other implementation strategies such as those identified in the 319(h) Planning and Assessment Grant, will also be considered for implementation. Depending on the feasibility and/or cost-effectiveness of these treatments compared to polymer/coagulant treatment, these alternative strategies may be used in conjunction with or instead of polymer/coagulant treatment. See the relevant success section for anticipated pollutant reductions.



### **Technical Approach**

Polymer/coagulants are used to clarify potable water in conventional surface water treatment processes. In the US, alum has been used to treat lakes that have algal problems associated with internal nutrient loadings. Upon contact with water, alum forms an insoluble precipitate (floc). As the floc settles through the water column it binds to nutrients, rendering them unavailable to algae. On the bottom of the lake, the floc forms a barrier that prevents the release of nutrients from the sediments. The resulting reduction of nutrients in the water column significantly inhibits cyanobacteria and shifts the ecosystem to more beneficial, non-toxic algal species. As mentioned above, other implementation strategies that were identified in the 319(h) Planning and Assessment Grant, such as floating treatment technology, may also be feasible and cost effective.

### **Monitoring and Assessment**

The following methods and milestones will be utilized to monitor and verify the performance of the Pinto Lake Restoration Project:

- Sediment sampling of Pinto Lake will involve four cores collected by a piston interface sediment corer at 4 distinct sites (sites selected to represent any spatial variability in sediments).
- Each sediment core will be sectioned into 4 samples and analyzed for 5 different nutrient fractions
- Sediment core data will be used to determine the appropriate level of in-lake treatment.
- Implementation of treatment to the lake and installation and operation of tributary treatment systems. Level of treatment will be measured, monitored, and recorded.
- Post-treatment analysis of water quality to show control of nutrients and cyanobacteria blooms.

### **Adaptive Management**

Preliminary nutrient loading estimates are based on data derived from the Planning and Assessment project. More precise information on nutrient loadings will be derived from sampling identified in Phase 1 of this project. Locations for tributary treatment systems may have to be shifted to address access or other site constraints. This information will determine the level of treatment needed to control watershed nutrient loadings, which are estimated at 220-660 pounds per year (CSUMB 2011). If the tributary dosing approach for controlling watershed nutrient loadings proves infeasible (due to technical issues or site constraints) a subsequent, though smaller, treatment of the lake with polymer/coagulant in the following year may be necessary.

The Planning and Assessment project was unable to determine if groundwater inputs were a significant source of nutrients to the lake. Additional polymer/coagulant application or other watershed measures may be necessary if groundwater nutrient inputs are found to be significant source.

### **Experience and Expertise**

The Project Team will be a coordinated effort that includes: City of Watsonville, Santa Cruz RCD, County of Santa Cruz, and a polymer/coagulant application company. Additionally, the Planning and Assessment Project Team will be utilized as a quality assurance/quality control technical advisory panel. The City of Watsonville will rely on the expertise of the Santa Cruz RCD for grant administration and permit coordination. The team members and their primary role are listed below:

- Project Management - Jackie McCloud and Robert Ketley (City of Watsonville)
- Grant Administration, Permit Coordination, Public Outreach - Ari Rettinger and Angie Gruys (RCD Santa Cruz County)
- Treatment Design Support - John Ricker (County of Santa Cruz)
- Polymer/coagulant application team – TBD (HAB Aquatics and/or Tetrattech)
- QA/QC Technical Advisory Team - Dr. Raphael Kudela, UCSC (Toxin Testing), Dr. Marc Los Huertos, CSUMB (Tributary sampling and site selection)

### **Relevant Success with Similar Projects**

The City of Watsonville completed the Pinto Lake TMDL Planning and Assessment Project in June 2013. Team members from that project will continue to participate in the implementation project proposed here. The project was designed to identify sources and potential implementation solutions to eradicate or reduce cyanobacteria and toxicity in Pinto Lake. The results of the planning project are the basis for the proposed Pinto Lake Restoration Project.

HAB Aquatics successfully treated two lakes in Nebraska utilizing alum. The post-treatment results showed reductions of pollutants as follows: total phosphorous (83-87%), dissolved phosphorous (60-88%), total nitrogen (68-72%), algal biomass (89%), microcystin toxin concentrations (98%), dissolved oxygen (128%), and pH (4%). Tetrattech is another company that has had success in treating urban runoff in Lake Tahoe using coagulants. Results post-treatment showed a reduction of turbidity and phosphorous by 85-95%.

### **Readiness to Proceed**

The 319(h) Planning and Assessment project provided the information needed to proceed with this implementation project. Treatment of lakes with polymer/coagulants is a proven technology and the Watsonville Team is ready to proceed immediately following grant award. The schedule demonstrates an immediate project start with project completion well within the three year term of the grant.

### **Transferability**

There are numerous lakes throughout the country that have cyanobacteria harmful algal blooms (CHABs). Pinto Lake and its watershed are an ideal “laboratory size” system for testing CHAB control technologies. With 120 surface acres and a 1,485-acre watershed, the system is large enough to be relevant to other lakes, while not so large that the cost of treatment and monitoring becomes prohibitive. Results from the implementation of this project will be seen on a short time scale and can be applied to other lakes that are located in larger watersheds. This project will utilize an established lake management measure. This successful measure of treating excessive nutrients in watersheds with alum is used in California (Lake Elsinore and Canyon Lake) and the Midwest (Fremont Lake #20 Dodge County, Nebraska), where freshwater lakes experience the same problems as Pinto Lake.

# California Legislature



October 4, 2013

Felicia Marcus, Board Chair  
State Water Resources Control Board  
P.O. Box 100  
Sacramento, CA 95812-0100

Dear Chairwoman Marcus:

We are pleased to voice our strong support for the proposed Pinto Lake 319 (h) Implementation Grant pending before the State Water Resources Control Board. This grant proposal from the City of Watsonville is an important step in the protection of the water quality throughout the Pajaro River watershed.

Pinto Lake is a heavily impaired water body in the Pajaro River watershed. Every year, the lake experiences massive cyanobacteria blooms. The primary cause of these toxic algal blooms is the presence of elevated nutrients in the lake sediments and nutrient-rich runoff from the surrounding watershed. These blooms produce cyanotoxins, which include dozens of very potent hepatotoxins and neurotoxins. Cyanotoxins are known to adversely affect animal and human health. The death of over 31 endangered southern sea otters in the Monterey Bay region has been attributed to these cyanotoxins, with Pinto Lake being identified as a likely source.

Recreational use of the lake is severely impacted. During periods when toxin levels exceed 20 ppb, the lake is cordoned off to limit public access to the water. Pinto Lake used to be an irrigation source for food crops. Growers were forced to abandon the use of lake water and drill wells to tap into a deep aquifer because of threats to food and worker safety posed by the toxins.

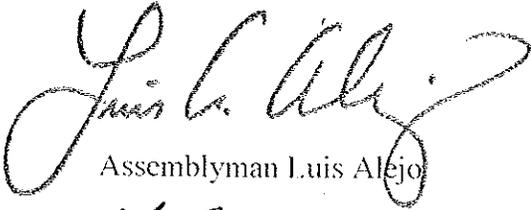
The Pinto Lake Restoration Project is based on the findings of the Pinto Lake 319(h) Planning and Assessment project, which was completed in 2013. The main objectives of this proposal are to treat internal nutrient loadings that drive cyanobacteria blooms using environmentally safe and proven technologies in the water body and to treat nutrient loadings from the tributaries through implementation of nutrient best management practices within the watershed. The key to the plan is to coordinate with watershed stakeholders to implementation efforts that will reduce loadings to Pinto Lake.

The proposed project enjoys widespread support from lake users, growers and other stakeholders with an interest in the watershed, and organizations concerned about water quality protection in both ocean and freshwater environment.

Ms. Felicia Marcus  
Page 2  
October 4, 2013

Thank you for your attention to this request and we look forward to working closely with the State Water Resources Control Board to ensure that the State of California will play a leadership role in this and other watershed projects.

Sincerely,

A handwritten signature in cursive script, appearing to read "Luis Alejo".

Assemblyman Luis Alejo

A handwritten signature in cursive script, appearing to read "Mark Stone".

Assemblyman Mark Stone

A handwritten signature in cursive script, appearing to read "William Monning".

Senator William Monning

CC: Thomas Howard, Executive Dir., SWRCB  
Samuel P. Schuchat, Executive Officer, California Coastal Conservancy  
Carlos J. Palacios, City Manager, City of Watsonville

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING AND DIRECTING THE CITY MANAGER ON BEHALF OF THE CITY OF WATSONVILLE TO SUBMIT AN APPLICATION FOR \$750,000 FOR CLEAN WATER ACT 319(h) GRANT FUNDS TO THE STATE OF CALIFORNIA FOR THE PINTO LAKE RESTORATION PROJECT; AND IF AWARDED, TO EXECUTE A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO; AND ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE GRANTS FUND**

**WHEREAS**, the City of Watsonville desires to implement the Pinto Lake Restoration Project in order to eradicate/control cyanobacteria and toxicity in the lake by funding through the 319(h) Program [subdivision (h) of 33 USCS § 1329]; and

**WHEREAS**, the City Council authorizes such application to the 319(h) Program; and

**WHEREAS**, the City Council authorizes the City Manager on behalf of the City of Watsonville to enter into an Agreement with the State of California; and

**WHEREAS**, the City Council authorizes the City Manager, or designee, to sign the 319(h) Agreement, and any amendments thereto.

**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 adopts Resolution No. \_\_\_\_\_ (CM) on December 10, 2013.
2. That the City Council hereby authorizes the submittal of a grant application for the Pinto Lake Restoration Project on behalf of the City of Watsonville, to the State of California.

3. That the City Manager, or designee, is hereby authorized and empowered to conduct all negotiations, and execute in the name of the above named entities all necessary grant related documents, including but not limited to, applications, agreements, amendments, and so on, which may be necessary for the completion of the Pinto Lake Restoration Project.

4. That the City Manager of the City of Watsonville is authorized and directed, if said grant is awarded, to appropriate \$750,000 to the Grants Fund.

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**City of Watsonville**  
**Parks Community Services Department**

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

APPROVED  
By Carlos J. Palacios at 3:57 pm, Nov 21, 2013

**DATE:** November 18, 2013

**TO:** Carlos J. Palacios, City Manager

**FROM:** Ana Espinoza, Director of Parks & Community Services  
Parks and Recreation Commission

**SUBJECT:** A Report on the Efforts to Establish a Non-Profit Corporation  
Dedicated to the Parks and Community Services Department

**AGENDA ITEM:** December 10, 2013 **City Council**

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This report provides an update to the City Council regarding the Department's and Parks and Recreation Commission's efforts in establishing a non-profit, 501(c)(3) tax deductible charitable corporation, dedicated to the Parks and Community Services Department for the purpose of supporting and enhancing parks, facilities, recreation programs and services to Watsonville residents.

**BACKGROUND:**

An independent dedicated non-profit corporation for the Parks and Community Services Department will serve as an important financial support entity in assisting the Department in advancing the availability of recreation programs, services, events, facilities and parks for the community. This is similar to The Friends of the Watsonville Public Library, a nonprofit benefit corporation organized under the California Non-Profit Benefit Corporation Law for charitable purposes. Therefore, donations to the Friends of the Watsonville Public Library are tax deductible within Section 501 (c)(3) of the Internal Revenue Code.

***The Benefit of Establishing a Non-Profit.***

It is common practice for parks and recreation departments to be supported by a non-profit corporation that is specifically established to enhance the quality of life for residents of a city.

There are many benefits in having a non-profit corporation support the work of the Department such as:

- Provides residents another opportunity to actively enhance the quality of life of the community through engagement and investment;
- Provides grant opportunities that are only available to 501(c)(3) organizations;
- Provides a greater opportunity to garner local business support;

- Increases fundraising efforts to help sustain and enhance programs, services, parks, facilities and events;
- Increases marketing and promotion of Department programs and services;
- Serves as another means of obtaining input and participation from the community in the design of facilities, programs/services and their implementation;
- Increases the number of Department volunteers.

***Efforts to Date.***

Establishing a non-profit 501(c)(3) corporation for the Department was identified as an objective by the Commission in 2011. In December 1, 2011, the Commission approved a Commission Work Plan that included overarching goals from the 2009 Updated Park Master Plan and the Commission included the objective to establish a non-profit corporation for the Department:

**Goal 5:** Develop and partner with other departments, schools, and other public and private organizations to meet community needs.

**Objective 5.6:** Expand programs that provide discounts and free admission for low-income residents.

**Task:** Establish an independent non-profit corporation for the Department to raise funds to provide scholarships for Department fees and to support and enhance youth and family programs and activities.

Commissioner Orozco volunteered to assist with establishing a non-profit on behalf of the Commission with the Parks and Community Services Director. Commissioner Orozco and staff have provided periodic reports at Commission meetings.

The following outlines the progress that has occurred since 2011:

- **April 4, 2013** – The Commission approved and authorized the Parks and Community Services Director to proceed in forming a non-profit 501 (c)(3) charitable support corporation for the Department and directed staff to proceed with the necessary steps.
- **June 6, 2013** – The Parks and Community Services Director informed the Commission that the Articles of Incorporation for the non-profit had been filed with the Secretary of State and approved. The process began for identifying individuals to form the board so that they can adopt bylaws as this is required prior to filing with the Internal Revenue Service and the State Franchise Tax Board for charitable tax exemption.
- **August 20, 2013** – Three community members met and volunteered to serve on the Board of the non-profit.
- **August 29, 2013** – The newly formed Board met to establish a name, vision and mission for the charitable corporation; approved by-laws and conflict of interest policy.
- **September 4, 2013** – The Parks and Community Services Director informed the Commission that Commissioner Orozco, Betty Regan from the Harbourton Foundation

and retired City of Watsonville Public Works and Utilities Director David Koch had volunteered to form the Board for the non-profit and are working on moving the establishment of the non-profit forward.

- **September 17, 2013** – The Board met to approve the appointment of a new board member Kymberly LaCrosse; continued to evaluate the best approach to completing the required exemption applications; establishing a process for recruitment of additional board members; established monthly board meeting schedule of the first Wednesday of the month at 6:00 PM; and began to consider projects/activities they could raise funds for and support as well as initial fundraising ideas.
- **October 2 & November 6, 2013** – The Board spent time discussing the name and purpose of the non-profit. An Important factor was ensuring that the language effectively and clearly described the work of the non-profit to the public and potential donors. As a result, on November 6, 2013, the Board revised the name and mission of the non-profit as follows:

**Name:** Friends of Parks and Community Services, Inc.

**Vision:** “To improve the quality of life for all residents of the Watsonville Community.”

**Mission:** “Friends of Watsonville Parks and Community Services, Inc. is a non-profit corporation dedicated to raising funds for the Watsonville Parks and Community Services Department to support and enhance parks, recreation, cultural and educational activities and programs for Watsonville residents.”

### ***Next Steps.***

The important next step is for the Board to complete and submit the applications to Federal and State agencies to request tax exemption status. Once the applications are submitted, it may take 12 to 18 months to receive approval from the State and Federal agencies. In addition, the Board will soon be adopting a process for recruiting and selecting board members and developing related materials.

### **STRATEGIC PLAN:**

A dedicated non-profit for the Parks and Community Services Department will enable the Department to further its ability to making Watsonville and ideal place, to live work and play. This includes strengthening safety and security in the community; promoting health and wellness, strengthening community image and sense of place; providing recreational experiences and supporting economic development.

### **FINANCIAL IMPACT:**

Establishing a non-profit corporation dedicated to the Parks and Community Services Department is an important means for supporting and advancing programs, services and

facilities for the benefit of the community now and for the future. Therefore, the Department will assume the costs and fees associated with completing and filing the necessary paperwork to establish the non-profit. This cost is currently estimated at \$6,500. Funds are made available through savings in the Department's General Fund. To date, \$2,715.50 has been expended for filing the Articles of Incorporation and developing the conflict of interest policy and bylaws and consultation on the name and mission of the non-profit.

**ATTACHMENTS:**

None

CC. City Attorney



# Conference/Seminar Summary

City of Watsonville  
275 Main Street, Suite 400  
Watsonville, CA 95076  
831.768.3008

To: The Honorable Mayor Pro Tempore  
Council Meeting Date: December 10, 2013

City Council Member: Karina Cervantez  
Conference/Seminar: League of California Cities Annual Conference  
Location: Sacramento, CA  
Dates of Travel: September 18-20, 2013

**Please provide a brief report on the conference, seminar, or meeting you attended.**

The conference offers educational sessions, professional development opportunities, exhibits, networking opportunities, and a chance to participate in the League’s policy-making activities at the Annual Business Meeting. As a board member of the Latino Caucus of the California League of Cities, our caucus hosted a session at the conference about California’s water supply and infrastructure, an issue of great relevancy in our region. The session discussed the bond measure being proposed for the near future and how the additional funding might benefit various regions of the state. One of the most inspiring sessions was titled, “Creative Placemaking: Using Art and Artists to Revitalize Your Communities.” This session provided an overview of some of the ways to develop and sustain a vibrant community with the integration of the arts as part of a city’s long-term planning relating to economic development and housing.

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*At the conclusion of the event, a brief report on the conference or seminar attended at the expense of the City must be presented to the City Council at the next regularly scheduled City Council Meeting. Government Code Section 53234*



# Conference/Seminar Summary

City of Watsonville  
275 Main Street, Suite 400  
Watsonville, CA 95076  
831.768.3008

To: The Honorable Mayor  
Council Meeting Date: December 10, 2013

City Council Member: Felipe Hernandez  
Conference/Seminar: League of California Cities Annual Conference  
Location: Sacramento, CA  
Dates of Travel: September 18-20, 2013

Please provide a brief report on the conference, seminar, or meeting you attended.

I had a great opportunity to attend the League of Cities Conference this year. I learned a great deal from exhibits, vendors and other council members as well as workshops. I made great contacts with folks connected to the Tony Hawk Foundation to possibly help our Parks & Community Services department. I attended mostly budget and consolidation workshops that related to our City's situation, including one workshop called "Top Ten Ways that Cities Waste Money" presented by Zane Johnston. This workshop presented materials that related to us. Overall the conference was great and I walked away with a great wealth of knowledge and connections.

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*At the conclusion of the event, a brief report on the conference or seminar attended at the expense of the City must be presented to the City Council at the next regularly scheduled City Council Meeting. Government Code Section 53234*



# Conference/Seminar Summary

City of Watsonville  
275 Main Street, Suite 400  
Watsonville, CA 95076  
831.768.3008

To: The Honorable Mayor  
Council Meeting Date: December 10, 2013

City Council Member: Trina Coffman-Gomez  
Conference/Seminar: League of California Cities Annual Conference  
Location: Sacramento, CA  
Dates of Travel: September 18-20, 2013

Please provide a brief report on the conference, seminar, or meeting you attended.

I attended the League of California Cities Annual Conference and learned about the following:

**Creative Placemaking: Using Art and Artists to Revitalize your Communities;** cinema, chalk art, youth art displays, film festivals exhibitions, mixing ethnic groups to diversify.

**Public Agency Cost-Cutting Measures Under Attack;** would cost cutting be taking away bargaining union work: making a fiduciary decision, Calpers issue: if you eliminate the services are the subcontractors actually employees that are doing this work? That is not getting the benefits, City was required to negotiate decision to contract out Police, is the city outsourcing or eliminating services? They cut back and spend one time money on one time things, secondary budget on ongoing projects, cut back and focused on core services, Los Angeles spends 70% of their funds on public safety and has the lowest crime rate since the 1950's as a result of hiring and maintaining their officers, some of their "softer services" such as library and parks were on a bare minimum maintenance. Identify problem and project how to work with the funds, Los Angeles conducts a brown bag lunch monthly for staff input and ideas, adopt pension reform.

**Maximizing Retail During Changing Times;** create a boutique environment to bring people back and social circle, demographics profile match customers, we build it and they will come is a bad strategy, pop up food trucks and temporary retail discussed, keep it looking active, sales tax sharing agreement, international council shopping centers, more parking for restaurants than retail, multi use facilities such as, yoga and art in the same location, language entertainment district information.

**Shared Fire Management Experiences: Fire Chief Heartland Fire and Rescue and City Manager and Public Safety Director, Solano Beach;** cooperative fire services, first case study: La Mesa/ Rick Sitta Heartland Fire, second case study: David Ott: City Manager and Public Safety Manager /Solano Beach- both started the process and are at different stages of consolidated efforts,

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*At the conclusion of the event, a brief report on the conference or seminar attended at the expense of the City must be presented to the City Council at the next regularly scheduled City Council Meeting. Government Code Section 53234*

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# Conference/Seminar Summary

City of Watsonville  
275 Main Street, Suite 400  
Watsonville, CA 95076  
831.768.3008

To: The Honorable Mayor  
Council Meeting Date: December 10, 2013

City Council Member: Daniel Dodge  
Conference/Seminar: League of California Cities Annual Conference  
Location: Sacramento, CA  
Dates of Travel: September 18-20, 2013

Please provide a brief report on the conference, seminar, or meeting you attended.

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The League of Cities Conference in Sacramento was informative and educational. I thoroughly enjoyed a couple of sessions in particular. The sessions co-sponsored by the Latino Coalition of the League on water issues affecting the State of California was led by the California Latino Water Coalition member and comedian Paul Rodriguez. I have heard other point of views on California water projects, and to hear concerns presented by the Latino Water Coalition and Central California farmers gave me a chance to formalize opinions from their perspective. Also, it was informative to attend a session by former Judge David Rosenberg. His way of conducting meetings is very concise and allows public perspective through a process that is transparent and invites public participation.

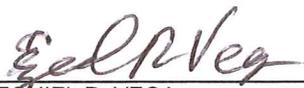
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*At the conclusion of the event, a brief report on the conference or seminar attended at the expense of the City must be presented to the City Council at the next regularly scheduled City Council Meeting. Government Code Section 53234*

CITY OF WATSONVILLE  
FINANCE DEPARTMENT  
SUMMARY OF DISBURSEMENTS  
WARRANT REGISTER DATED 11/21/2013

FUND NO.	FUND NAME	AMOUNT
120	TRUST FUND	4,249.00
130	EMPLOYEE CASH DEDUCTIONS FUND	543,377.14
150	GENERAL FUND	230,235.38
160	RETIREMENT FUND	188.00
202	REDEVELOPMENT OBLIG RETIREMENT	153.00
205	COMMUNITY DEVELOPMENT BLOCK GRANT	13.24
206	ENTERPRISE ZONE	105.00
246	CIVIC CENTER COMMON AREA	520.00
250	LIBRARY FUND	50,490.52
260	SPECIAL GRANTS	33,324.15
265	PEG-CABLE TV FUND	450.00
305	GAS TAX	10,980.10
309	PARKING GARAGE FUND	1,738.85
349	PUBLIC FACILITIES IMPACT FEES	9,722.00
354	SPECIAL DISTRICT FUNDS	76.69
710	SEWER SERVICE FUND	112,611.90
720	WATER OPERATING FUND	209,961.86
730	AIRPORT ENTERPRISE FUND	11,510.38
740	WASTE DISPOSAL FUND	81,758.58
780	WORKERS COMP/LIABILITY FUND	9,960.86
785	HEALTH INSURANCE FUND	14,048.20
787	HEALTH INSURANCE FUND-POOL	463,997.11
<b>TOTAL</b>		<b>1,789,471.96</b>

THIS IS TO CERTIFY THAT THE ABOVE CLAIMS  
ARE BUDGETED AND APPROPRIATED FOR:

  
EZEQUIEL R. VEGA  
ADMINISTRATIVE SERVICES DIRECTOR

APPROVED FOR PAYMENT:

  
CARLOS J. PALACIOS  
CITY MANAGER

TOTAL ACCOUNTS PAYABLE 11/13/2013 TO 11/21/2013	1,246,094.82
PAYROLL INVOICES	543,377.14
<b>TOTAL OF ALL INVOICES</b>	<b>1,789,471.96</b>

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
1	205594	\$111.94 111.94	11/21/13	00304	710-530-7324-00000	0 A L LEASE COMPANY, INC SUPPLIES/MATERIALS			OUTSTANDING
1	205593	\$259.80 259.80	11/21/13	00200	150-450-7323-00000	0 A SIGN ASAP MAGNETIC NUMBERS			OUTSTANDING
1	205675	\$140.00 140.00	11/21/13	52393	150-622-7361-00000	0 A-1 JANITORIAL SERVICE JANITORIAL SERVICE			OUTSTANDING
1	205739	\$361.89 18.10 32.57 311.22	11/21/13	61474	354-958-7821-00190 354-959-7821-00188 150-680-7533-00000	0 A.M. LEONARD REPLACEMENT CORONA HEDGE REPLACEMENT CORONA HEDGE REPLACEMENT CORONA HEDGE			OUTSTANDING
1	205757	\$5473.24 2140.00 477.00 2856.24	11/21/13	63262	150-220-7361-00000 150-220-7361-00000 730-560-7361-00000	0 ACCO ENGINEERED SYSTEMS REPAIR PUMP REPAIR VAV BOX SAGE BLD REPAIRS			OUTSTANDING
1	205678	\$3162.74 3162.74	11/21/13	52793	710-530-7324-00000	0 ACCURATE AIR ENGINEERING, INC REPAIR PARTS			OUTSTANDING
1	205768	\$220.00 220.00	11/21/13	64494	150-620-7559-00000	0 AFFORDABLE LIBRARY PRODUCTS PROC SUPPLIES			OUTSTANDING
1	205557	\$4725.63 4725.63	11/15/13	56602	130-000-2050-00000	0 AFLAC H7935 INSURANCE			OUTSTANDING
1	205177	\$390.00 390.00	11/13/13	59527	150-230-7232-00000	0 AGA CENTRAL COAST CHAPTER REG E VEGA/P RODRIGUEZ			OUTSTANDING
1	205741	\$100.00 100.00	11/21/13	61812	720-596-7772-00000	0 ALCANTAR, HECTOR WASHER REBATE			OUTSTANDING
1	205170	\$1382.00 1382.00	11/13/13	62006	150-690-7716-00211	0 ALLIANT INSURANCE SERVICES, INC. SPECIAL EVENT LIABILITY INS			OUTSTANDING
1	205172	\$1711.00 1711.00	11/13/13	62006	150-690-7716-00211	0 ALLIANT INSURANCE SERVICES, INC. SPECIAL EVENT LIAB INS			OUTSTANDING
1	205744	\$639.00 639.00	11/21/13	62006	150-690-7716-00211	0 ALLIANT INSURANCE SERVICES, INC. SPECIAL EVENTS INS			OUTSTANDING
1	205611	\$495.00 495.00	11/21/13	02864	710-541-7315-07021	0 ALS ENVIRONMENTAL ANALYSIS			OUTSTANDING
1	205758	\$10.00 10.00	11/21/13	63264	309-525-7770-00000	0 AMBRIZ, MONICA SHORT CHANGE			OUTSTANDING
1	205596	\$275.00	11/21/13	00680		0 AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES			OUTSTANDING

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
		275.00	730-560-7351-00000			MEMBERSHIP			
1	205597	\$11.60 11.60	11/21/13	00682		0 AMERICAN MESSAGING PAGING SERVICE			OUTSTANDING
1	205752	\$41.90 41.90	11/21/13	62815		0 AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORMS			OUTSTANDING
1	205598	\$3105.03 957.18 387.01 825.75 82.57 604.79 165.01 82.72	11/21/13	00875		0 AMREP COMPANY, INC STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13			OUTSTANDING
1	205561	\$1100.00 1100.00	11/19/13	00951		0 ANIMAS CONSTRUCTION CITY HALL BASEMENT			OUTSTANDING
1	205630	\$10.85 10.85	11/21/13	06458		0 APPLIED INDUSTRIAL TECHNOLOGIES GOLDSPEC			OUTSTANDING
1	205716	\$1831.29 1831.29	11/21/13	59377		0 ARAMARK AIRPORT UNIFORMS			OUTSTANDING
1	205710	\$64.75 64.75	11/21/13	58325		0 ARATA EQUIPMENT COMPANY SWITCH			OUTSTANDING
1	205788	\$116.00 116.00	11/21/13	65412		0 ASCENT AVIATION GROUP, INC. MYFBO MONTHLY FEES			OUTSTANDING
1	205599	\$14644.20 2350.14 431.56 151.85 161.97 1800.84 431.56 9316.28	11/21/13	01164		0 ASSOCIATION OF BAY AREA GOVERNMENTS GAS CHARGE GAS CHARGE GAS CHARGE GAS CHARGE GAS CHARGE GAS CHARGE GAS CHARGE LEVELIZED CHARGE			OUTSTANDING
1	205595	\$15.72 15.72	11/21/13	00315		0 AT&T PD_ADVERTISE NO.			OUTSTANDING
1	205761	\$3433.08 3433.08	11/21/13	63649		0 AT&T - at&t CALNET 2 DS3_LINE			OUTSTANDING
1	205600	\$292.00 122.00 170.00	11/21/13	01215		0 AUTO CARE TOWING TOW FROM SALINAS TOW VEHICLE			OUTSTANDING

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1	205601	\$4352.72 906.13 441.33 1651.41 441.66 655.12 257.07	11/21/13 250-935-7857-42043 250-935-7857-42043 250-935-7857-42043 150-626-7542-00000 250-935-7857-42043 250-935-7857-42043	01342		0 BAKER & TAYLOR BOOKS STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13		OUTSTANDING
1	205602	\$188.38 188.38	11/21/13 730-560-7561-00000	01410		0 BAYSIDE OIL II INC WASTE OIL		OUTSTANDING
1	205742	\$1490.00 1250.00 240.00	11/21/13 710-541-7315-07021 710-541-7315-07021	61843		0 BC LABORATORIES, INC. EFFLUENT TESTING ANALYSIS		OUTSTANDING
1	205603	\$1464.91 1464.91	11/21/13 710-532-7324-00000	01431		0 BELL ELECTRICAL SUPPLY REPAIR PARTS PUMP		OUTSTANDING
1	205740	\$100.00 100.00	11/21/13 720-596-7771-00000	61710		0 BELLO, FRANCISCO G. LOW FLOW TOILET		OUTSTANDING
1	205604	\$1915.00 1275.00 520.00 120.00	11/21/13 309-525-7361-00000 246-321-7361-00000 309-525-7361-00000	01439		0 BEWLEY'S CLEANING CLEANING SERVICES CLEANING SERVICES CLEANING SERVICES		OUTSTANDING
1	205689	\$156.24 156.24	11/21/13 150-691-7533-00158	53899		0 BIG 5 SPORTING GOODS SUPPLIES		OUTSTANDING
1	205679	\$100.00 100.00	11/21/13 720-596-7772-00000	52794		0 BLACKMAN, JOHN H. WASHER REBATE		OUTSTANDING
1	205790	\$150.00 150.00	11/21/13 720-597-7091-00000	65602		0 BRANDENBURG, MAXWELL SAFETY BOOTS		OUTSTANDING
1	205691	\$450.00 450.00	11/21/13 150-450-7361-00000	53989		0 BRENDT D. CARLSON, M.D., INC. 18-FLU SHOTS		OUTSTANDING
1	205605	\$1242.23 1115.27 126.96	11/21/13 250-935-7857-42043 250-935-7857-42043	01550		0 BRODART CO. BOOKS BOOKS		OUTSTANDING
1	205665	\$2063.64 136.04 145.45 1511.59 270.56	11/21/13 150-450-7323-00000 150-523-7505-00000 150-450-7323-00000 150-523-7505-00000	50708		0 BURTON'S FIRE APPARATUS, INC. ENG OIL GAUGE KIT CONVERSION REPAIRS PARTS		OUTSTANDING
1	11112336	\$3833.03	11/15/13	62407		0 CA STATE DISBURSEMENT UNIT		

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		3833.03	130-000-2050-00000			PAYROLL FOR - 111513		
1	205786	\$86.89 86.89	11/21/13 150-450-7559-00000	65341		0 CALIFORNIA COAST UNIFORM COMPANY CADET SHIRTS		OUTSTANDING
1	205772	\$880.00 880.00	11/21/13 720-596-7361-00000	64767		0 CALIFORNIA H2ORTICULTURE SERVICES WATER AUDIT		OUTSTANDING
1	205709	\$212.04 106.02 106.02	11/21/13 150-692-7510-00210 150-691-7361-00158	58112		0 CALTRONICS BUSINESS SYSTEMS COPIER RENTAL YOUTH CTR COPIER RENTAL YOUTH CTR		OUTSTANDING
1	205735	\$165.60 165.60	11/21/13 710-530-7359-00000	60628		0 CAMACHO, JOSE LUIS REIMBURSE EXP 11/2013		OUTSTANDING
1	205708	\$100.00 100.00	11/21/13 720-596-7772-00000	57395		0 CAMACHO, TERESA WASHER REBATE		OUTSTANDING
1	205748	\$45.00 45.00	11/21/13 150-409-7351-00000	62136		0 CAPE ACCOUNTING MEMBERSHIP FEE		OUTSTANDING
1	205606	\$215.05 215.05	11/21/13 730-560-7702-00000	02260		0 CARMEL MARINA CORP. TOILET RENTAL		OUTSTANDING
1	205607	\$74.71 74.71	11/21/13 150-450-7516-00000	02299		0 CASCADE FIRE EQUIPMENT COMPANY FACESHIELD		OUTSTANDING
1	205663	\$96.79 40.58 56.21	11/21/13 150-691-7533-00159 150-688-7344-00000	50641		0 CASSIDY'S PIZZA FLYERS PROGRAM HALLOWEEN PARTY PUMPKIN PARTY PIZZA		OUTSTANDING
1	205608	\$1305.07 839.91 135.61 36.78 2.60 243.73 46.44	11/21/13 740-572-7324-00000 720-596-7559-00000 720-596-7559-00000 720-596-7559-00000 710-531-7559-00000 710-531-7559-00000	02360		0 CENTRAL ELECTRIC STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13		OUTSTANDING
1	205736	\$64.99 64.99	11/21/13 730-560-7361-00000	60800		0 CHARTER COMMUNICATIONS MONTHLY SERVICE		OUTSTANDING
1	205766	\$433.95 433.95	11/21/13 150-523-7505-00000	64168		0 CHEVROLET OF WATSONVILLE REPAIR INS CLUSTER		OUTSTANDING
1	205609	\$137.82 137.82	11/21/13 150-410-7561-00000	02492		0 CHEVRON & TEXACO CARD SERVICES FUEL POLICE VEHICLES		OUTSTANDING
1	205781	\$415.46 415.46	11/21/13 150-410-7516-00000	65102		0 CHIEF LAW ENFORCEMENT SUPPLY DUTY BELTS		OUTSTANDING

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1	205555	\$121.60 121.60	11/15/13	55274		0 CINCINNATI LIFE INSURANCE CO PAYROLL FOR - 111513		OUTSTANDING
1	205180	\$14048.20 14048.20	11/18/13	02650		0 CITY OF WATSONVILLE HEALTH DEPOSIT		OUTSTANDING
1	205702	\$100.00 100.00	11/21/13	56571		0 CLARK, PATRICIA WASHER REBATE		OUTSTANDING
1	205662	\$100.00 100.00	11/21/13	50568		0 CLARKE, ALAN LOW FLOW TOILET		OUTSTANDING
1	205785	\$6239.00 6114.00 125.00	11/21/13	65258		0 CLEAN BUILDING MAINTENANCE COMPANY JANITORIAL SERVICES JANITORIAL SERVICES		OUTSTANDING
1	205796	\$860.28 860.28	11/21/13	65961		0 CLEMENT, HANNAH CONFERENCE EXP		OUTSTANDING
1	205738	\$125.00 125.00	11/21/13	61366		0 COAST AUTO SUPPLIES & DISMANTLING, INC. USED WHEEL		OUTSTANDING
1	205610	\$789.34 67.41 471.20 83.25 38.44 115.92 13.12	11/21/13	02771		0 COAST COUNTIES TRUCK & EQUIP STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13		OUTSTANDING
1	205770	\$137.70 137.70	11/21/13	64534		0 CODE PUBLISHING WATSONVILLE MUNICIPAL CODE		OUTSTANDING
1	205784	\$1500.00 1500.00	11/21/13	65193		0 COLEY HEATH, ANITA INVESTIGATION		OUTSTANDING
1	205541	\$405.55 405.55	11/15/13	02861		0 COLONIAL LIFE & ACCIDENT INS PAYROLL FOR - 111513		OUTSTANDING
1	205687	\$450.00 450.00	11/21/13	53771		0 COMMUNITY TELEVISION OF SANTA CRUZ COUNTY CITY COUNCIL MEETING		OUTSTANDING
1	205612	\$1426.35 972.81 453.54	11/21/13	02888		0 COMPUCOM SYSTEMS, INC. TONER TONER		OUTSTANDING
1	205542	\$570.27 445.27 125.00	11/15/13	03017		0 COUNTY OF SANTA CRUZ S.CARRILLO O.LOPEZ		OUTSTANDING

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1	205613	\$225.00 225.00	11/21/13	03018		0 COUNTY OF SANTA CRUZ AVILA, COUSINS, MCCOLLUM		OUTSTANDING
1	205628	\$128.00 128.00	11/21/13	05864		0 COUNTY OF SANTA CRUZ NETWORK ACCESS		OUTSTANDING
1	205672	\$45140.33 45140.33	11/21/13	52006		0 COUNTY OF SANTA CRUZ MAINT OF EFFORT		OUTSTANDING
1	205714	\$150.00 150.00	11/21/13	59083		0 CRIME SCENE CLEANERS INC WASTE DISPOSAL		OUTSTANDING
1	205560	\$788.66 788.66	11/15/13	65812		0 CSAC EXCESS INSURANCE AUTHORITY PAYROLL FOR - 111513		OUTSTANDING
1	205797	\$25.00 25.00	11/21/13	65972		0 CSMFO- CITY OF SANTA CRUZ TUITION FEE E RETA NOV 14 2013		OUTSTANDING
1	205774	\$443.50 443.50	11/21/13	64974		0 CUZICK, MATT CYCLE REPAIR		OUTSTANDING
1	205729	\$235.00 235.00	11/21/13	60155		0 CWEA-TCP CERT RENEWAL		OUTSTANDING
1	205730	\$82.00 82.00	11/21/13	60155		0 CWEA-TCP CERT RENEWAL		OUTSTANDING
1	205731	\$87.00 87.00	11/21/13	60155		0 CWEA-TCP CERTIFICATION RENEWAL		OUTSTANDING
1	205614	\$302.57 96.42 86.80 119.35	11/21/13	03118		0 D&G SANITATION TOILET RENTAL PORT TOILET RENTAL UNIT RENTAL		OUTSTANDING
1	205659	\$100.00 100.00	11/21/13	50283		0 DAROSA, SUSAN LOW FLOW TOILET		OUTSTANDING
1	205615	\$110.00 110.00	11/21/13	03379		0 DEO'S APPLIANCE SERVICE FREEZER REPAIR		OUTSTANDING
1	205616	\$622.88 622.88	11/21/13	03390		0 DEPARTMENT OF CONSERVATION STRONG MOTION INSTRUMENTATION		OUTSTANDING
1	205724	\$105.00 105.00	11/21/13	59801		0 DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT ENT ZONE VOUCHERS		OUTSTANDING
1	205617	\$1165.00 128.00	11/21/13	03422		0 DEPARTMENT OF JUSTICE DOJ FINGERPRINTS		OUTSTANDING

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		1037.00	150-409-7361-00000			FINGERPRINT FEES			
1	205658	\$180.00 180.00	11/21/13 150-680-7351-00000	50200		0 DEPARTMENT OF PESTICIDE REGULATION JROCHA & ROCKY SHIRAISHI			OUTSTANDING
1	205543	\$286.15 286.15	11/15/13 130-000-2050-00000	03017	55719	DEVIN DERHAM-BURK E.SANTANA			OUTSTANDING
1	205618	\$10980.10 10980.10	11/21/13 305-923-7837-02173	03521		0 DIAMOND D COMPANY SAFE ROUTES TO SCHOOL PROJECT			OUTSTANDING
1	205660	\$88.16 88.16	11/21/13 150-523-7505-00000	50367		0 DYNA SYSTEMS ELECTRICAL CONNECTORS			OUTSTANDING
1	205793	\$443219.61 443219.61	11/21/13 787-299-7319-00000	65748		0 EMPLOYEE BENEFIT SPECIALISTS, INC. HEALTH BENE DEC 13			OUTSTANDING
1	205778	\$111.00 111.00	11/21/13 150-450-7351-00000	65006		0 EMT CERTIFICATION FUND AVILA, COUSINS, MCCOLLUM			OUTSTANDING
1	205171	\$45.00 45.00	11/13/13 150-691-7770-00166	63219		0 ERLANDSON, WILMA REFUND CANCELLED ACTIVITY			OUTSTANDING
1	205562	\$750.00 750.00	11/19/13 780-293-7711-00000	65986		0 EVERLOVE, VICTOR SETTLEMENT			OUTSTANDING
1	205680	\$690.74 336.89 52.66 34.11 7.67 220.44 38.97	11/21/13 150-680-7504-00000 150-523-7505-00000 150-680-7559-00000 150-523-7505-00000 150-523-7505-00000 150-523-7324-00000	52833		0 FASTENAL COMPANY SUPPLIES/MATERIALS PARTS/SUPPLIES SUPPLIES/MATERIALS PARTS/SUPPLIES SUPPLIES/MATERIALS SUPPLIES/MATERIALS			OUTSTANDING
1	205619	\$160.81 42.66 118.15	11/21/13 710-541-7212-00000 150-410-7212-00000	04170		0 FEDEX SHIPPING FEES FRT			OUTSTANDING
1	205620	\$408.85 85.00 323.85	11/21/13 150-690-7361-00000 309-525-7361-00000	04282		0 FIRST ALARM, INC. MARINOVICH 120 2ND ST ALARM 35 WEST BEACH			OUTSTANDING
1	205798	\$215.00 215.00	11/21/13 120-279-5895-00159	65975		0 GARCIA, ADRIAN REFUND DEPOSIT RENTAL			OUTSTANDING
1	205760	\$100.00 100.00	11/21/13 720-596-7772-00000	63619		0 GARCIA, JOSE WASHER REBATE			OUTSTANDING
1	205699	\$5283.05 5283.05	11/21/13 710-532-7551-00000	56259		0 GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC ALUMINUM SULFATE			OUTSTANDING

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1	205169	\$933.12 933.12	11/13/13	56373		0 GILLHAM, MARK POSTER GRAPHICS DESIGN			OUTSTANDING
1	205737	\$4755.15 4636.40 118.75	11/21/13	61030		0 GOLDEN STATE FLOW MEASUREMENT INC. METERS GEL CAPS			OUTSTANDING
1	205654	\$356.08 57.96 298.12	11/21/13	11442		0 GRAINGER SUPPLIES/MATERIALS SUPPLIES/MATERIALS			OUTSTANDING
1	205621	\$31908.38 3632.65 5133.64 707.10 13174.70 1003.35 5389.97 895.02 542.22 470.51 959.22	11/21/13	05030		0 GRANITE ROCK COMPANY STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 SUPPLIES ACT 84736 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13 STATEMENT 10/31/13			OUTSTANDING
1	205622	\$619.59 176.67 294.49 148.43	11/21/13	05077		0 GREEN RUBBER-KENNEDY AG STATEMENT 10/31 STATEMENT 10/31 STATEMENT 10/31			OUTSTANDING
1	205800	\$65.00 65.00	11/21/13	65979		0 GREEN, GARY L. REFUND BASKETBALL REGISTRATION			OUTSTANDING
1	205623	\$1755.00 537.00 1218.00	11/21/13	05085		0 GREENLINE PUMP OUT SNAILS 4.50 HOURS			OUTSTANDING
1	205777	\$137.19 85.95 51.24	11/21/13	65001		0 GROCERY OUTLET PLC MEETING SNACKS PLC MEETING SNACKS			OUTSTANDING
1	205624	\$47838.14 6043.00 493.00 1448.51 153.00 121.87 14192.74 425.00 68.00 646.00	11/21/13	05137		0 GRUNSKY EBAY FARRAR & HOWELL, INC LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES			OUTSTANDING

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		51.00	150-130-7303-00035			LEGAL SERVICES			
		11033.47	150-130-7303-00000			LEGAL SERVICES			
		1796.39	710-540-7307-00000			LEGAL SERVICES			
		3792.00	730-560-7303-00000			LEGAL SERVICES			
		765.00	720-596-7303-00000			LEGAL SERVICES			
		172.66	780-293-7303-00000			LEGAL SERVICES			
		6279.50	150-130-7303-00000			LEGAL SERVICES			
		85.00	780-294-7303-00038			LEGAL SERVICES			
		255.00	780-294-7303-00037			LEGAL SERVICES			
		17.00	710-530-7303-00031			LEGAL SERVICES			
1	205173	\$267.00	11/13/13	50422		0 GUTIERREZ, VICTORIA			OUTSTANDING
		267.00	120-279-5895-00161			REFUND DEPOSIT CALLAGHAN			
1	205625	\$271.87	11/21/13	05209		0 HACH COMPANY			OUTSTANDING
		56.35	710-541-7506-00000			COD VIAL			
		215.52	710-541-7506-00000			SUPPLIES			
1	205712	\$100.00	11/21/13	58519		0 HARRINGTON, SHAWN			OUTSTANDING
		100.00	720-596-7772-00000			WASHER REBATE			
1	205722	\$14846.00	11/21/13	59740		0 HARRIS COMPUTER SYSTEMS			OUTSTANDING
		14846.00	720-600-7361-00230			ANNUAL MAINT/SUPPORT			
1	205733	\$100.00	11/21/13	60572		0 HICKS, RICHARD			OUTSTANDING
		100.00	720-596-7771-00000			LOW FLOW TOILET			
1	205697	\$100.00	11/21/13	55574		0 HOOD, DAVID			OUTSTANDING
		100.00	720-596-7771-00000			LOW FLOW TOILET			
1	205749	\$2114.42	11/21/13	62391		0 HOPE SERVICES INC.			OUTSTANDING
		2114.42	740-570-7361-00000			RESOLUTION NO. 42-13(CM)			
1	205626	\$188.00	11/21/13	05812		0 ICMA RETIREMENT CORP.			OUTSTANDING
		188.00	160-278-7775-00000			ACCT MAINT FEE			
1	205545	\$3935.00	11/15/13	05813		0 ICMA RETIREMENT TRUST 457			OUTSTANDING
		3935.00	130-000-2050-00000			303800			
1	205546	\$3956.46	11/15/13	05813		0 ICMA RETIREMENT TRUST 457			OUTSTANDING
		3956.46	130-000-2050-00000			303884 PTS			
1	205627	\$279.13	11/21/13	05818		0 IDEXX LABORATORIES INC.			OUTSTANDING
		279.13	710-541-7506-00000			SUPPLIES			
1	205728	\$260.00	11/21/13	60033		0 INDUSTRIAL SAFETY & HAZMAT TRAINING GROUP			OUTSTANDING
		260.00	740-572-7359-00000			HAZWOP REFRESHER			
1	205765	\$9356.54	11/21/13	64123		0 INFOSEND, INC.			OUTSTANDING
		9356.54	720-600-7361-00000			ONLINE BILLING AND MAILING OF			

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1	205686	\$595.00 595.00	11/21/13	53731		0 INTER AMERICAN DEVELOPMENT RENEWAL			OUTSTANDING
1	205668	\$140.00 140.00	11/21/13	51128		0 IRRIGATION ASSOCIATION MEMBERSHIP RENEWAL			OUTSTANDING
1	205657	\$1446.05 1446.05	11/21/13	50089		0 ISG INFRASYS REPAIR CAMERA			OUTSTANDING
1	205743	\$507.92 507.92	11/21/13	61846		0 JARVIS, FAY & DOPORTO, LLP LEGAL SERVICES			OUTSTANDING
1	205707	\$233.50 233.50	11/21/13	57246		0 JOHNSON, ROBERTS, & ASSOCIATES REPORTS			OUTSTANDING
1	205179	\$460.19 460.19	11/14/13	65984		0 JW MARRIOTT HOTEL LOS ANGELES LODGING S PALMICANO DEC3-4 13			OUTSTANDING
1	205629	\$227.37 193.26 34.11	11/21/13	06355		0 K-MART CORP HALLOWEEN SUPPLIES WORKSHOP SUPPLIES			OUTSTANDING
1	205676	\$152.00 152.00	11/21/13	52417		0 KELLY-MOORE PAINT COMPANY SUPPLIES/MATERIALS			OUTSTANDING
1	205669	\$7389.94 7389.94	11/21/13	51608		0 KEMIRA WATER SOLUTIONS, INC. FERRIC CHLORIDE			OUTSTANDING
1	205723	\$8760.00 8760.00	11/21/13	59748		0 KESTREL CONSULTING INC. PHASE 2			OUTSTANDING
1	205703	\$1530.31 221.79 1308.52	11/21/13	56689		0 KME FIRE APPARATUS IGNITION SWITCH ALTERNATOR			OUTSTANDING
1	205685	\$50.00 50.00	11/21/13	53640		0 KOOYERS, MATT CARP COMPETITION			OUTSTANDING
1	205631	\$264.53 264.53	11/21/13	06570		0 L N CURTIS & SONS SUPPLIES			OUTSTANDING
1	205688	\$1200.00 300.00 300.00 300.00 300.00	11/21/13	53868		0 LA GANGA ESPECIAL FULL AD COLOR 9/06/2013 FULL AD COLOR 9/13/13 FULL AD COLOR 9/20/13 FULL AD COLOR 9/27/13			OUTSTANDING
1	205776	\$500.00 500.00	11/21/13	65000		0 LA SELVA TREE REMOVAL			OUTSTANDING

CITY OF WATSONVILLE  
CHECK REGISTER  
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
1	205175	\$250.00 250.00	11/13/13	65977		0 LAGERWERFF, JEANIE EXERCISE MACHINE		OUTSTANDING
1	205632	\$130.00 130.00	11/21/13	06585		0 LANDAVERRY, CARLOS G SIMULTANIOUS INTERPRETATION		OUTSTANDING
1	205677	\$196.03 196.03	11/21/13	52614		0 LBC CONSTRUCTION ORD CHNG DROP BOX		OUTSTANDING
1	205700	\$10.00 10.00	11/21/13	56306		0 LEWIS, KARNELL SHORT CHANGE		OUTSTANDING
1	205756	\$100.00 100.00	11/21/13	63132		0 LLAMAS, MERCEDES FELIX WASHER REBATE		OUTSTANDING
1	205713	\$100.00 100.00	11/21/13	59069		0 LYONS, MARY WASHER REBATE		OUTSTANDING
1	205791	\$59.68 59.68	11/21/13	65685		0 MALDONADO, JUAN BUS CARDS		OUTSTANDING
1	205803	\$65.00 65.00	11/21/13	65982		0 MARTINEZ, ANGELICA REFUND K MARTINEZ REG		OUTSTANDING
1	205667	\$178.99 178.99	11/21/13	51042		0 MCKINLEY, MICHAEL SUPPLIES		OUTSTANDING
1	205633	\$20.48 20.48	11/21/13	07130		0 MERCURY METALS, INC SUPPLIES/MATERIALS		OUTSTANDING
1	205771	\$845.00 845.00	11/21/13	64626		0 MIDSTATE AUTOMOTIVE EQUIPMENT INSPECTION		OUTSTANDING
1	205801	\$71.00 71.00	11/21/13	65980		0 MORALES, MELISSA REFUND BASKETBALL REGISTRATION		OUTSTANDING
1	205684	\$62176.04 345.85 59011.59 2818.60	11/21/13	53542		0 MORENO PETROLEUM COMPANY FUEL AND OIL FUEL AND OIL FUEL AND OIL		OUTSTANDING
1	205167	\$9722.00 9722.00	11/13/13	50159		0 MORENO ROOFING COMPANY ROOF REPAIRS FIRE ST NO 2		OUTSTANDING
1	205544	\$19466.19 19466.19	11/15/13	05078		0 NATIONWIDE RETIREMENT SOLUTIONS PAYROLL FOR - 111513		OUTSTANDING
1	205780	\$4685.00 4685.00	11/21/13	65032		0 NIXLE, LLC SUBSCRIPTION		OUTSTANDING

CITY OF WATSONVILLE  
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
1	205661	\$466.42 466.42	11/21/13	50515		0 OCLC, INC. METADATA		OUTSTANDING
1	205704	\$30.00 30.00	11/21/13	56718		0 ORANGE COUNTY SHERIFF DEPT REG B RODRIGUEZ DEC 2013		OUTSTANDING
1	205789	\$59.69 59.69	11/21/13	65446		0 ORTIZ, IRWIN TRAVEL EXPENSE		OUTSTANDING
1	205745	\$997.68 457.85 27.11 372.94 25.06 60.72 54.00	11/21/13	62007		0 OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR SUPPLIES/MATERIALS SUPPLIES/MATERIALS SUPPLIES/MATERIALS CONNECTORS BREAKERS BREAKERS		OUTSTANDING
1	205792	\$80.26 54.24 26.02	11/21/13	65691		0 OSUNA FARM SUPPLY SALES AND SERVICE FUEL TANK ASSY RAKE		OUTSTANDING
1	205783	\$4334.58 4334.58	11/21/13	65166		0 PACIFIC ECORISK, INC. CHRONIC /ACUTE TOXICITY TESTS		OUTSTANDING
1	205634	\$51.05 51.05	11/21/13	08230		0 PACIFIC GAS & ELECTRIC OHLONE/HARKIN SLU		OUTSTANDING
1	205635	\$15268.90 923.40 2735.70 2297.85 9271.56 20.19 20.20	11/21/13	08230		0 PACIFIC GAS & ELECTRIC 2021 FREEDOM BLVD 2021 FREEDOM BLVD 2021 FREEDOM BLVD 2021 FREEDOM BLVD 2021 FREEDOM BLVD 2021 FREEDOM BLVD 2021 FREEDOM BLVD		OUTSTANDING
1	205636	\$998.94 998.94	11/21/13	08230		0 PACIFIC GAS & ELECTRIC 350 HAMES RD		OUTSTANDING
1	205637	\$711.25 711.25	11/21/13	08230		0 PACIFIC GAS & ELECTRIC 401 PANABAKER		OUTSTANDING
1	205696	\$4712.54 40.00 3102.14 160.00 48.08 858.55 290.98 120.00	11/21/13	55375		0 PAJARO VALLEY FABRICATION INC. REPAIR LAWNMOWER REPAIR COMPACTOR REPAIR CONTAINER CUT MATERIAL REPAIR CONTAINER RAMSAY PARK REPAIR REPAIR TRUCK		OUTSTANDING

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
		92.79	150-523-7505-00000			CUT MATERIAL		
1	205638	\$1842.12 1546.13 63.47 189.12 43.40	11/21/13	08343		0 PAJARO VALLEY PRINTING OURTOWN NEWSLETTER NOV2013 FLYERS FOR TRAFFIC MEETING FORMS FORMS		OUTSTANDING
1	205559	\$54.00 54.00	11/15/13	59033		0 PAL POLICE ACTIVITIES LEAGUE PAYROLL FOR - 111513		OUTSTANDING
1	205721	\$375.00 375.00	11/21/13	59615		0 PANTHER PROTECTIVE SERVICE SECURITY SERVICE		OUTSTANDING
1	205694	\$565.04 565.04	11/21/13	55241		0 PARKSON CORPORATION REPAIR PARTS		OUTSTANDING
1	205690	\$40.00 40.00	11/21/13	53945		0 PIZZAMIA PIZZA FOR PUMPKIN CARVING CONT		OUTSTANDING
1	205701	\$197.36 197.36	11/21/13	56371		0 PLOTTER PROS YELLOW INK		OUTSTANDING
1	205695	\$2495.50 2495.50	11/21/13	55259		0 POLYDYNE, INC CLARIFLOC		OUTSTANDING
1	205705	\$100.00 100.00	11/21/13	56772		0 PONCE, TEODOMINO TOILET REBATE		OUTSTANDING
1	205671	\$51.96 51.96	11/21/13	51955		0 PORT SUPPLY SHORT ANTENNAS		OUTSTANDING
1	205168	\$3864.32 429.37 429.37 429.37 429.37 429.37 429.37 429.37 429.37 429.37 429.37 429.37	11/13/13	08705		0 POSTMASTER POSTAGE PCS REC GUIDE FALL POSTAGE PCS REC GUIDE FALL		OUTSTANDING
1	205782	\$2410.03 2410.03	11/21/13	65134		0 PRECISION CONCRETE CUTTING INC. CUT CONCRETE OFFSETS		OUTSTANDING
1	205795	\$20777.50 20777.50	11/21/13	65844		0 PREFERRED BENEFIT CLAIMS 11/8&11/15/13		OUTSTANDING
1	205547	\$2265.75	11/15/13	08790		0 PROF FIRE FIGHTERS-WATSONVILLE		OUTSTANDING

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
		2265.75	130-000-2050-00000			PAYROLL FOR - 111513		
1	205715	\$1225.00 1225.00	11/21/13	59200		0 PROMO DIRECT PROMOTION SUPPLIES		OUTSTANDING
1	11112333	\$242262.97 242262.97	11/15/13	08840		0 PUBLIC EMP RETIREMENT SYSTEM PAYROLL FOR - 111513		
1	205178	\$3588.00 3588.00	11/14/13	65559		0 PUBLIC ENGINES, INC. SUBSCRIPTION RENEWAL		OUTSTANDING
1	205639	\$783.31 783.31	11/21/13	08921		0 QUILL CORPORATION OFFICE SUPPLIES		OUTSTANDING
1	205666	\$165.00 165.00	11/21/13	50998		0 RAINBOW CARPET ONE BINDING FOR RUGS AIRPORT		OUTSTANDING
1	205717	\$200.00 200.00	11/21/13	59401		0 RAMOS, JUAN MANUEL LOW FLOW TOILETS		OUTSTANDING
1	205779	\$15.45 15.45	11/21/13	65031		0 RDO EQUIPMENT CO. PARTS		OUTSTANDING
1	205759	\$16.00 16.00	11/21/13	63278		0 REDWOOD TOXICOLOGY LABORATORY, INC. TEST		OUTSTANDING
1	205640	\$1266.99 230.72 114.50 170.88 160.78 153.47 153.26 141.69 141.69	11/21/13	09140		0 REGISTER PAJARONIAN POL CLERK AD ad AD LIBRARY ASSISTANE PUBLIC HEARING PUBLIC HEARING PUBLIC HEARING PUBLIC HEARING PUBLIC HEARING		OUTSTANDING
1	205767	\$140.00 140.00	11/21/13	64437		0 REMOTE SATELLITE SYSTEMS INT'L SAT PHONE SERVICE		OUTSTANDING
1	205553	\$175.00 175.00	11/15/13	51096		51673 REQUA, DEBRA FL003841 C. JOHNSON		OUTSTANDING
1	205706	\$1348.04 1348.04	11/21/13	56942		0 RICOH USA, INC. COPIER CHARGES		OUTSTANDING
1	205673	\$100.00 100.00	11/21/13	52074		0 RIVAS, ERNESTO WASHER REBATE		OUTSTANDING
1	205698	\$100.00 100.00	11/21/13	56091		0 ROBERTSON, HARLAN TOILET REBATE		OUTSTANDING

CITY OF WATSONVILLE  
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
1	205682	\$100.00 100.00	11/21/13	53079		0 ROCHA, MARIA WASHER REBATE		OUTSTANDING
1	205806	\$80.50 80.50	11/21/13	65987		0 RODRIGUEZ, BRYAN MEAL ADV VEH THEFT COURSE		OUTSTANDING
1	205554	\$450.00 450.00	11/15/13	51096		62457 ROSA F. ROCHA FL024318 S.ROCHA		OUTSTANDING
1	205548	\$11163.52 11163.52	11/15/13	09490		0 S C COUNTY EMP CREDIT UNION PAYROLL FOR - 111513		OUTSTANDING
1	205755	\$351.89 56.99 71.21 133.95 76.50 13.24	11/21/13	63029		0 SAFEWAY, INC. SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES		OUTSTANDING
1	205718	\$150.00 150.00	11/21/13	59557		0 SALAS, CORESTA SAN JOSE ICE SKATING		OUTSTANDING
1	205719	\$125.00 125.00	11/21/13	59557		0 SALAS, CORESTA DEC 4 2013 PAL PAC EDGE		OUTSTANDING
1	205720	\$125.00 125.00	11/21/13	59557		0 SALAS, CORESTA PAL CABRILLO PLAY/TOUR		OUTSTANDING
1	205726	\$100.00 100.00	11/21/13	60014		0 SALGUERO, GUADALUPE WASHER REBATE		OUTSTANDING
1	205641	\$391.25 391.25	11/21/13	09566		0 SALINAS CALIFORNIAN ADVERTISING WATER QUALITY		OUTSTANDING
1	205642	\$250.00 250.00	11/21/13	09598		0 SALUD PARA LA GENTE INC REFUND DEPOSIT FOR RENTAL		OUTSTANDING
1	205670	\$1157.97 320.63 837.34	11/21/13	51698		0 SAN BENITO SUPPLY STATEMENT 10/31/13 STATEMENT 10/31/13		OUTSTANDING
1	205802	\$267.00 267.00	11/21/13	65981		0 SANCHEZ, JESSICA REFUND DEPOSIT RENTAL		OUTSTANDING
1	205664	\$6000.00 6000.00	11/21/13	50679		0 SANTA CRUZ COUNTY OFFICE OF EDUCATION RESOLUTION NO: 8-13(CM)		OUTSTANDING
1	205643	\$155.61 155.61	11/21/13	09701		0 SANTA CRUZ SENTINEL SUBSCRIPTION		OUTSTANDING

CITY OF WATSONVILLE  
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 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
1	205747	\$717.62 534.54 183.08	11/21/13 150-160-7221-00000 150-210-7221-00000	62101		0 SANTA CRUZ SENTINEL LEGAL NOTICE CLASSIFIED AD AD			OUTSTANDING
1	205751	\$357.90 155.80 97.14 56.97 47.99	11/21/13 150-691-7533-00159 740-570-7232-00000 150-626-7307-00000 150-691-7533-00166	62743		0 SAVE MART SUPERMARKETS SUPPLIES SUPPLIES SUPPLIES SUPPLIES			OUTSTANDING
1	205734	\$150.00 150.00	11/21/13 720-596-7361-00000	60576		0 SCHALOW, FRED LANDSCAPE SERVICES			OUTSTANDING
1	205644	\$374.44 94.40 280.04	11/21/13 740-570-7232-00000 150-280-7232-00000	09832		0 SCHWAN INC SAFETY MTG RECY DEPT COUNCIL DINNERS			OUTSTANDING
1	205762	\$450.00 450.00	11/21/13 150-210-7359-00000	63827		0 SECOND STREET CAFE TRAINING BREAKFAST			OUTSTANDING
1	205549	\$1258.91 1258.91	11/15/13 130-000-2050-00000	09882		0 SEIU LOCAL 521 PAYROLL FOR - 111513			OUTSTANDING
1	205556	\$2.00 2.00	11/15/13 130-000-2050-00000	55327		0 SEIU LOCAL 521 COPE PAYROLL FOR - 111513			OUTSTANDING
1	205645	\$1030.75 1030.75	11/21/13 710-531-7559-00000	09941		0 SHAPE, INC CONTROL PARTS			OUTSTANDING
1	205646	\$53.52 53.52	11/21/13 740-570-7559-00024	09952		0 SHERWIN WILLIAMS PAINT			OUTSTANDING
1	205674	\$900.00 900.00	11/21/13 720-596-7551-00000	52348		0 SIERRA CHEMICAL CO REPAY CREDIT TAKEN			OUTSTANDING
1	205647	\$412.50 412.50	11/21/13 150-450-7361-00000	10175		0 SPEED OF LIGHT TOWING, INC. TOW			OUTSTANDING
1	205683	\$167.63 167.63	11/21/13 150-680-7533-00000	53322		0 SPRING VALLEY WHOLESALE NURSERY TREE REPLACEMENT			OUTSTANDING
1	205550	\$289.22 50.59 183.63 55.00	11/15/13 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000	10338		0 ST OF CA FRANCHISE TAX BOARD E.DURAN C.LEONOR E.MITCHELL			OUTSTANDING
1	205753	\$1508.50 1508.50	11/21/13 740-572-7361-00023	62855		0 ST VINCENT DE PAUL RECY MATERIALS			OUTSTANDING

CITY OF WATSONVILLE  
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
1	205732	\$130.74 61.58 69.16	11/21/13	60391		0 STAPLES ADVANTAGE OFFICE SUPPLIES OFFICE SUPPLIES			OUTSTANDING
1	205648	\$1176.72 127.61 9.54- 132.34 108.49 44.86 173.64 42.92 33.08 112.80 378.08 32.44	11/21/13	10280		0 STAPLES CREDIT PLAN OFFICE SUPPLIES CREDIT SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES			OUTSTANDING
1	205551	\$375.72 231.72 144.00	11/15/13	10338		53276 STATE OF CALIFORNIA A.RODRIGUEZ J.VALENCIA			OUTSTANDING
1	205804	\$33952.61 33952.61	11/21/13	65983		0 STATE OF CALIFORNIA RETROFIT LOAN PAYMENT PMNT 1			OUTSTANDING
1	205649	\$1940.00 1940.00	11/21/13	10374		0 STATE WATER RESOURCES CNTRL BD ANNUAL DISCHARGE			OUTSTANDING
1	205799	\$125.00 125.00	11/21/13	65978		0 STRAW HAT PIZZA PIZZA FOR PUMPKIN CARVING CONT			OUTSTANDING
1	205650	\$50.00 50.00	11/21/13	10551		0 SUPERIOR ALARM COMPANY ALARM SERVICE			OUTSTANDING
1	205787	\$11194.24 11190.34 3.90	11/21/13	65405		0 TELEDYNE INSTRUMENTS, INC. QUOTE: JTKWQ8197-01 VINYL SUCTION LINE			OUTSTANDING
1	205750	\$7975.83 7975.83	11/21/13	62631		0 TELEPATH HEADSET			OUTSTANDING
1	205651	\$1444.89 1444.89	11/21/13	10704		0 TELSTAR INSTRUMENTS, INC. PARTS			OUTSTANDING
1	205746	\$310.00 190.00 120.00	11/21/13	62092		0 TERRA, JOE EDWARD MONTHLY SERVICE MONTHLY SERVICE			OUTSTANDING
1	205754	\$96.38 20.98 75.40	11/21/13	63011		0 THE UPS STORE SHIPPING CHARGES SHIPPING CHARGES			OUTSTANDING

CITY OF WATSONVILLE  
CHECK REGISTER  
DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
1	205652	\$1617.69 852.11 765.58	11/21/13	10771		0 TINO'S PLUMBING, INC REPAIR POLICE STATION FAUCETS		OUTSTANDING
1	205174	\$1900.00 1900.00	11/13/13	65976		0 TOADAL FITNESS TREADMILL, ELLIPTICAL, BICYCLE		OUTSTANDING
1	205692	\$207.06 207.06	11/21/13	54076		0 TOMARK SPORTS, INC. SAFE TOP FENCE GUARDS		OUTSTANDING
1	205775	\$790.97 790.97	11/21/13	64981		0 TOSHIBA FINANCIAL SERVICES COPIER LEASE		OUTSTANDING
1	205711	\$585.00 585.00	11/21/13	58415		0 TOUCAN CRANE CRANE RENTAL		OUTSTANDING
1	205693	\$80.99 80.99	11/21/13	54433		0 ULINE RED CABLE TIES		OUTSTANDING
1	205769	\$196.90 196.90	11/21/13	64529		0 UNIQUE MANAGEMENT SERVICES, INC. AGENCY FEES		OUTSTANDING
1	205727	\$2514.67 175.21 1739.89 599.57	11/21/13	60026		0 UNITED ROTARY BRUSH CORPORATION SWEEPER PARTS SWEEPER PARTS SWEEPER PARTS		OUTSTANDING
1	205552	\$284.00 284.00	11/15/13	11070		0 UNITED WAY OF SANTA CRUZ CO PAYROLL FOR - 111513		OUTSTANDING
1	205763	\$267.18 267.18	11/21/13	63943		0 UNIVERSITY OF CALIFORNIA SANTA CRUZ PROJECT ADMINISTRATION IN GENE		OUTSTANDING
1	205764	\$25315.00 25315.00	11/21/13	63943		0 UNIVERSITY OF CALIFORNIA SANTA CRUZ C&A GRANT		OUTSTANDING
1	205681	\$226028.32 13386.03 53914.38 7935.86 42953.82 107838.23	11/21/13	52965		0 US BANK DEC 2013 PAYMENT DEC 2013 PAYMENT DEC 2013 PAYMENT DEC 2013 PAYMENT DEC 2013 PAYMENT		OUTSTANDING
1	205653	\$183.10 109.86 73.24	11/21/13	11160		0 VALLEY FEED STRAW STRAW		OUTSTANDING
1	205794	\$16190.69 16190.69	11/21/13	65770		0 VAUGHAN, CASSADY BILL DBA/VAUGHAN PREPERATION OF TIMBER HARVEST		OUTSTANDING

CITY OF WATSONVILLE  
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 DATE RANGE: 11/13/13 - 11/21/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
1	205558	\$3223.30 3223.30	11/15/13	58532		0 WAGeworks INC AF06989		OUTSTANDING
1	205805	\$300.00 300.00	11/21/13	65985		0 WATSONVILLE FURNITURE CASE MGMT COUCH		OUTSTANDING
1	205655	\$1933.19 1933.19	11/21/13	11687		0 WECO INDUSTRIES STEEL WHEEL		OUTSTANDING
1	205725	\$3698.68 410.96 410.96 410.96 410.96 410.96 410.97 410.97 410.97 410.97	11/21/13	59853		0 WESCO GRAPHICS INC. REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING REC MAILING		OUTSTANDING
1	11112335	\$205877.97 104834.21 70153.64 30890.12	11/15/13	11700		0 WIRE TRANSFER-IRS FEDERAL SOCIAL SECURITY MEDICARE		
1	11112334	\$37606.24 2024.38 35581.86	11/15/13	10334		0 WIRE TRANSFER-STATE OF CALIFORNIA SDI 77651115 PIT 80038870		
1	205656	\$500.00 500.00	11/21/13	11915		0 WITMER-TYSON IMPORTS, INC K-9 TRAINING		OUTSTANDING
1	205773	\$8083.33 8083.33	11/21/13	64934		0 YORK RISK SERVICES GROUP, INC-CA NOV 13-WORKERS COMP		OUTSTANDING

TOTAL # OF ISSUED CHECKS: 253      TOTAL AMOUNT: 1789471.96  
 TOTAL # OF VOIDED/REISSUED CHECKS: 0      TOTAL AMOUNT: 0.00  
 TOTAL # OF ACH CHECKS: 0      TOTAL AMOUNT: 0.00  
 TOTAL # OF UNISSUED CHECKS: 0

## FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
120	TRUST FUND	4,249.00	0.00
130	EMPLOYEE CASH DEDUCTIONS FUND	543,377.14	0.00
150	GENERAL FUND	230,235.38	0.00
160	RETIREMENT FUND	188.00	0.00
202	REDEVELOPMENT OBLIG RETIREMENT	153.00	0.00
205	COMMUNITY DEV BLOCK GRANT	13.24	0.00
206	ENTERPRIZE ZONE	105.00	0.00
246	CIVIC CENTER COMMON AREA	520.00	0.00
250	LIBRARY FUND	50,490.52	0.00
260	SPECIAL GRANTS	33,324.15	0.00
265	PEG -CABLE TV FUND	450.00	0.00
305	GAS TAX	10,980.10	0.00
309	PARKING GARAGE FUND	1,738.85	0.00
349	PUBLIC FACILITIES IMPACT FEES	9,722.00	0.00
354	SPECIAL DISTRICT FUNDS	76.69	0.00
710	SEWER SERVICE FUND	112,611.90	0.00
720	WATER OPERATING FUND	209,961.86	0.00
730	AIRPORT ENTERPRISE FUND	11,510.38	0.00
740	WASTE DISPOSAL FUND	81,758.58	0.00
780	WORKERS COMP/LIABILITY FUND	9,960.86	0.00
785	HEALTH INSURANCE FUND	14,048.20	0.00
787	HEALTH INSURANCE FUND - POOL	463,997.11	0.00
	TOTAL -	1,789,471.96	0.00

Batch # 1813

CITY OF WATSONVILLE  
GL Offsetting Entries  
Expenditure Summary

Account #	Account Name	Amount	Acct Mth	Date	Acct Mth Total
130-000-2050-00000	PAYROLL DEDUCTIONS PAYABLE	\$543,377.14	2013/11	11/15/13	\$543,377.14

CITY OF WATSONVILLE  
 FINANCE DEPARTMENT  
 SUMMARY OF DISBURSEMENTS  
 WARRANT REGISTER DATED 12/10/2013

FUND NO.	FUND NAME	AMOUNT
120	TRUST FUND	938.00
130	EMPLOYEE CASH DEDUCTIONS FUND	526,324.80
150	GENERAL FUND	148,903.03
170	INVESTMENT FUND	515.26
202	REDEVELOPMENT OBLIG RETIREMENT	6,426.03
205	COMMUNITY DEVELOPMENT BLOCK GRANT	455.00
206	ENTERPRISE ZONE	120.00
210	CAL HOME GRANT FUNDS	37,820.00
246	CIVIC CENTER COMMON AREA	22,050.65
250	LIBRARY FUND	47,572.42
260	SPECIAL GRANTS	44,759.16
265	PEG-CABLE TV FUND	205.47
305	GAS TAX	9,733.97
309	PARKING GARAGE FUND	5,892.11
340	CITY-WIDE TRAFFIC IMPACT	258.00
342	CRESTVIEW AREA	9,857.50
344	EAST HIGHWAY 1 AREA	3,562.35
353	IMPERVIOUS AREA IMPACT FEE FUND	5,000.00
354	SPECIAL DISTRICT FUNDS	1,090.57
710	SEWER SERVICE FUND	426,751.95
720	WATER OPERATING FUND	412,556.12
730	AIRPORT ENTERPRISE FUND	85,635.69
740	WASTE DISPOSAL FUND	162,354.74
765	COMPUTER FUND-ISF	60,132.24
780	WORKERS COMP/LIABILITY FUND	110,957.67
787	HEALTH INSURANCE FUND-POOL	24,030.60
<b>TOTAL</b>		<b>2,153,903.33</b>

THIS IS TO CERTIFY THAT THE ABOVE CLAIMS  
 ARE BUDGETED AND APPROPRIATED FOR:

APPROVED FOR PAYMENT:

  
 EZEQUIEL R. VEGA  
 ADMINISTRATIVE SERVICES DIRECTOR

\_\_\_\_\_  
 CARLOS J. PALACIOS  
 CITY MANAGER

TOTAL ACCOUNTS PAYABLE 11/22/2013 TO 12/10/13	1,627,578.53
PAYROLL INVOICES	526,324.80
<b>TOTAL OF ALL INVOICES</b>	<b>2,153,903.33</b>

CITY OF WATSONVILLE  
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
1	205950	\$990.00 990.00	12/10/13	56366		0 A.B.A. WINDOWS, INC. DUAL GLASS INSTALLED			OUTSTANDING
1	205995	\$1976.00 1976.00	12/10/13	63262		0 ACCO ENGINEERED SYSTEMS MAINT WWTP			OUTSTANDING
1	205994	\$9137.50 4037.75 5099.75	12/10/13	63185		0 ACWA DUES DUES			OUTSTANDING
1	205818	\$4634.73 4634.73	11/27/13	56602		0 AFLAC H7935 INSURANCE			OUTSTANDING
1	205927	\$56.83 28.41 28.42	12/10/13	53433		0 AIRGAS USA, LLC CYL RENT CYL RENT			OUTSTANDING
1	205822	\$120.00 120.00	12/10/13	00460		0 AIRTEC SERVICE, INC 120 SECOND ST HEATER			OUTSTANDING
1	205823	\$64.08 64.08	12/10/13	00682		0 AMERICAN MESSAGING PAGERS			OUTSTANDING
1	205824	\$3295.00 3295.00	12/10/13	00851		0 AMERICAN WATER WORKS ASSOCIATION HERNANDEZ-2014			OUTSTANDING
1	206027	\$567.12 101.10 280.68 185.34	12/10/13	65819		0 AMERIGAS PROPANE PROPANE PROPANE			OUTSTANDING
1	205930	\$30261.87 30261.87	12/10/13	54003		0 ANDERSON PACIFIC ENGINEERING INC. RESOLUTION NO. 107-12			OUTSTANDING
1	205934	\$92216.00 92216.00	12/10/13	54290		0 APPLIED MARINE SCIENCES INC CCLEAN MANAGEMENT			OUTSTANDING
1	205825	\$243.00 243.00	12/10/13	00995		0 ARAMARK UNIFORM SERVICES, INC UNIFORMS			OUTSTANDING
1	205958	\$43.24 43.24	12/10/13	58325		0 ARATA EQUIPMENT COMPANY PROXIMITY BRACKET			OUTSTANDING
1	205960	\$152.51 152.51	12/10/13	58614		0 ARROWHEAD SCIENTIFIC, INC. DNA SWABS			OUTSTANDING
1	206021	\$66557.35 38794.18 27763.17	12/10/13	65412		0 ASCENT AVIATION GROUP, INC. FUEL FUEL			OUTSTANDING

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1	205826	\$358.00	12/10/13	01215		0 AUTO CARE TOWING			OUTSTANDING
		47.00		150-410-7323-00000		VEHICLE TOW			
		47.00		150-410-7361-00000		VEHICLE TOW			
		47.00		150-410-7323-00000		TOWING FEES			
		47.00		150-410-7361-00000		TOWING FEES			
		170.00		150-410-7361-00000		TOWING FEES			
1	205997	\$205.47	12/10/13	64292		0 AV-INTEGRATORS, INC.			OUTSTANDING
		205.47		265-393-7751-00000		CH 70 CABLES			
1	205983	\$1500.00	12/10/13	61603		0 AVERY WEIGH-TRONIX LLC			OUTSTANDING
		1500.00		740-575-7361-00000		PM SERVICE TO LANDFILL SCALE			
1	205828	\$165.00	12/10/13	01410		0 BAYSIDE OIL II INC			OUTSTANDING
		110.00		740-572-7559-07831		DRAIN USED OIL FILTERS			
		55.00		740-572-7559-07831		RECYCLE USED OIL FILTERS			
1	206023	\$150.00	12/10/13	65598		0 BEJAR, MARIO			OUTSTANDING
		150.00		720-597-7091-00000		SAFETY BOOTS			
1	205992	\$100.00	12/10/13	63035		0 BENNETT, LINDA & ROBERT			OUTSTANDING
		100.00		720-596-7772-00000		WASHER REBATE			
1	205954	\$1245.00	12/10/13	57274		0 BEST DOORS INC.			OUTSTANDING
		420.00		150-410-7361-00000		TRANSMITTERS FOR POLICE			
		450.00		720-596-7361-00000		REPAIR DOOR			
		375.00		150-410-7361-00000		REPAIR GATE AT PD			
1	205829	\$368.73	12/10/13	01450		0 BIG CREEK LUMBER COMPANY			OUTSTANDING
		100.94		710-530-7324-00000		STATEMENT 11/26/13			
		61.78		710-530-7324-00000		STATEMENT 11/26/13			
		19.49		150-680-7541-00000		STATEMENT 11/26/13			
		143.25		260-339-7559-04001		STATEMENT 11/26/13			
		13.76		260-339-7559-04001		STATEMENT 11/26/13			
		29.51		260-339-7559-04001		STATEMENT 11/26/13			
1	206024	\$231.33	12/10/13	65720		0 BLUEGLOBES LLC			OUTSTANDING
		231.33		730-560-7324-00000		PANEL			
1	205827	\$65456.76	12/10/13	01304		0 BME INC.			OUTSTANDING
		65456.76		710-530-7324-00000		COGEN ANNUAL REBUILD			
1	205943	\$195.89	12/10/13	55338		0 BOARDWALK BOWL			OUTSTANDING
		195.89		260-336-7533-03231		PAL/CAMINOS TRIP			
1	205830	\$1331.83	12/10/13	01550		0 BRODART CO.			OUTSTANDING
		765.26		250-935-7857-42043		BOOKS			
		323.73		250-935-7857-42043		BOOKS			
		242.84		250-935-7857-42043		BOOKS			

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1	205578	\$164.00 164.00	12/03/13	01619		0 BUD'S ELECTRIC SERVICE, INC AIRPORT RUNWAY LIGHTS			OUTSTANDING	
1	206026	\$25582.37 25582.37	12/10/13	65809		0 BURKE, WILLIAMS & SORENSEN, LLP LEGAL SERVICES FOR THE CITY OF			OUTSTANDING	
1	205576	\$440.00 330.00 110.00	12/02/13	62393		0 BUSINESS CARD VEGA-TRN&MEMBERSHIP VEGA-TRN&MEMBERSHIP			OUTSTANDING	
1	205581	\$20092.36 400.00- 150.00 250.00 675.97 93.78 1143.96 1916.00 149.81 60.90 52.74 267.00 1276.00 450.00 35.79 1485.00 431.95 1429.00 30.00 325.00 1070.00 245.50 199.99 110.00 1256.58 123.90 1400.00 168.98 50.99 64.06 1405.00 250.00 431.70 25.00 180.00 288.78 20.00 69.96 35.00 175.00	12/04/13	62393			0 BUSINESS CARD LEAGUE OF CALI CITIES CREDIT PETROGLYPH PAL PROGRAM CAL PEACE OFFICERS TRAINING CAMERA POLICE DEPT LENS KIT PUBLIC WORKS UNIFORMS DEVICES FOR LIFE DEFIB MACHINE AIR IMPACT WRENCH AIRPORT HAUNTED HOUSE SUPPLIES APHS DINNER NOTARY CLASSES I ORTIZ WW FLD INSURANCE TRAINING COURSE PD LAPTOP UPGRADE E VEGA GS WARRIORS TIX PCS HANDHELD RADIOS AIRPORT FIXED RADIO AIRPORT TRAINING - PAPA ICAS CONVENTION ICAS CONVENTION PAL TRIP MO BAY AQUARIUM RENEWAL GODADDY CA SOCIETY OF ..DUES UNIFORMS DPW BATTERIES FACTORY SALE ADVERTISING ENGINEERING SUPPLY DTV SERVICE PAGERS AMERICAN MESSAGING NCCCO TESTING ALL CRANE TRAINING POKER CHIPS SCI W/SHOP LEAGUE OF CITIES WEBINAR GAAP UPDATE DOUBLE TREE TRAINING REHAP PROJECT GODADDY RENEWAL EB 4TH ANL FORECAST CDFA CONFERENCE			OUTSTANDING

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		120.00	720-596-7232-00000			NCCCO TESTING			
		698.00	309-525-7361-00000			MONEY MACHINE RENTAL			
		86.50	730-560-7359-00000			CDL HAZMAT			
		178.32	720-596-7324-00000			PH BULB REPLACEMENT			
		990.00	150-691-7533-00158			GS WARRIORS BASKETBALL TIX			
		35.00	205-383-8337-00000			DEPT OF HOUSING TITLE SEARCH			
		60.00	730-560-7351-00000			CA DEPT PEST CONTRL STATE FEE			
		115.00	720-596-7232-00000			NCCCO TESTING			
		211.31	150-410-7559-00000			WIRELESS CARD			
		41.21	150-250-7501-00000			IS TOOL KIT FOR REPAIRS			
		163.68	730-560-7562-00000			BOE SALES TAX			
1	11112340	\$824.57 824.57	11/27/13 130-000-2050-00000	62407		0 CA STATE DISBURSEMENT UNIT PAYROLL FOR - 112713			
1	205971	\$8081.97 4345.80 800.00 2936.17	12/10/13 305-923-7839-42061 305-923-7334-00000 305-923-7839-42061	59751		0 CAL-WEST LIGHTING & SIGNAL MAINTENANCE INC. TRAFFIC SIGNAL MAINTENANCE ANNUAL STREET LIGHT MAINTENANC TRAFFIC SIGNAL MAINTENANCE			OUTSTANDING
1	205569	\$1077.92 1077.92	11/22/13 150-210-7542-00000	50804		0 CALIFORNIA CHAMBER OF COMMERCE LAW DIGEST & PUBLICATIONS			OUTSTANDING
1	206016		12/10/13	65341		0 UNISSUED			UNISSUED
1	206018	\$58.44 58.44	12/10/13 150-410-7516-00000	65341		0 CALIFORNIA COAST UNIFORM COMPANY POLICE OFFICER PANTS			OUTSTANDING
1	206007	\$5000.00 5000.00	12/10/13 353-953-7361-00000	64892		0 CARMEN GROUP, INC. PROFESSIONAL, TECHNICAL, AND/O			OUTSTANDING
1	205907	\$258.72 105.41 72.67 80.64	12/10/13 710-540-7559-00129 150-688-7344-00000 150-685-7533-00000	50641		0 CASSIDY'S PIZZA PIZZA HALLOWEEN PRTY SCI W/SHP EVENT PLN PIZZA PIZZA			OUTSTANDING
1	206020	\$108.74 108.74	12/10/13 730-560-7091-00000	65375		0 CAWALING, ELGIN SAFETY BOOTS			OUTSTANDING
1	205944	\$1298.00 165.74 434.00 89.81 349.14 259.31	12/10/13 150-409-7501-00000 150-450-7501-00000 150-230-7501-00000 150-250-7501-00000 150-450-7325-00000	55520		0 CDW GOVERNMENT, INC PRINTER TONER PRINTER TONER SUPPLIES SUPPLIES SUPPLIES			OUTSTANDING
1	205964	\$10.51 10.51	12/10/13 150-688-7344-00000	59138		0 CELEBRATIONS PARTY AND RENTAL STORE SUPPLIES PUMPKIN CONTEST			OUTSTANDING
1	205959	\$41.94	12/10/13	58367		0 CENTER POINT LARGE PRINT			OUTSTANDING

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		41.94	250-935-7857-42043			BOOKS			
1	206004	\$2612.50 2612.50	12/10/13 246-321-7361-00000	64642		0 CENTRAL COAST SYSTEMS FIRE ALARM TESTING			OUTSTANDING
1	205980	\$62.99 62.99	12/10/13 730-560-7361-00000	60800		0 CHARTER COMMUNICATIONS MONTHLY SERVICE DEC2013			OUTSTANDING
1	205831	\$170.00 170.00	12/10/13 150-410-7361-00000	02449		0 CHAZ TOWING TOWING FEE			OUTSTANDING
1	205574	\$1273.87 89.51 58.82 120.00 60.00 69.00 84.36 30.00 80.00 40.00 116.30 38.21 15.00 95.78 50.00 46.91 108.16 108.99 62.83	12/02/13 150-210-7361-00000 260-339-7559-04001 710-530-7359-00000 710-531-7359-00000 710-534-7361-00000 710-540-7232-00000 710-540-7559-00000 710-541-7359-00000 710-540-7559-00129 740-570-7232-00000 720-596-7232-00000 150-685-7361-00216 250-935-7857-42043 150-110-7232-00000 150-120-7232-00000 150-210-7359-00000 150-210-7361-00000 150-409-7232-00000	02610		0 CITY OF WATSONVILLE-CASH LUNCH ORAL BOARD SCI W/SHOP SUPPLIES CWEA LUNCH/TRAINING CWEA LUNCH/TRAINING CCLEAN ADMIN SUPPORT MILEAGE/APWA MTING ME RODRIGZ APWAY MOBAY MTING M PLASMAN CWEA LUNCH/TRAINING B PIERSON PARKING FEES A GONZALEZ LUNCH SOLID WASTE MTING PAJ RIVER S PALMISANO BUSINESS LUNCH REIMB BOOKS C HEITZIG SOROPTIMIST L HURST MBAMG C PALACIOS REFRESHMNTS TRAINING N MANNING ORAL BOARD LUNCH N MANNING COMM SKILLS TRAINING S AMEZCUA			OUTSTANDING
1	206014	\$4312.00 1570.00 1671.00 115.00 110.00 220.00 251.00 375.00	12/10/13 720-596-7361-00000 309-521-7361-00000 720-913-7855-27287 720-594-7559-41202 740-575-7361-00000 150-450-7361-00000 710-540-7361-00000	65258		0 CLEAN BUILDING MAINTENANCE COMPANY JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES			OUTSTANDING
1	206000	\$150.00 150.00	12/10/13 150-160-7357-00000	64534		0 CODE PUBLISHING UPDATE CODE			OUTSTANDING
1	205807	\$369.01 369.01	11/27/13 130-000-2050-00000	02861		0 COLONIAL LIFE & ACCIDENT INS PAYROLL FOR - 112713			OUTSTANDING
1	206005	\$2040.90 2040.90	12/10/13 150-523-7505-00000	64666		0 COMMERCIAL TRUCK COMPANY REPAIR EMISSIONS			OUTSTANDING
1	205832	\$226.77	12/10/13	02888		0 COMPUCOM SYSTEMS, INC.			OUTSTANDING

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		226.77	150-250-7501-00000			TONER			
1	206015		12/10/13	65296		0 UNISSUED			UNISSUED
1	206017	\$6215.25 6215.25	12/10/13	65296		0 CORIX WATER PRODUCTS, INC. PIPES			OUTSTANDING
1	205565	\$45140.33 45140.33	11/22/13	52006		0 COUNTY OF SANTA CRUZ COW CONTRIBUTION			OUTSTANDING
1	205808	\$1203.60 460.56 618.04 125.00	11/27/13	03017		0 COUNTY OF SANTA CRUZ S.CARRILLO R.CASTEEL O.LOPEZ			OUTSTANDING
1	205833	\$100.00 100.00	12/10/13	03015		0 COUNTY OF SANTA CRUZ FILING NOTICES			OUTSTANDING
1	205909	\$13516.36 13516.36	12/10/13	50775		0 COUNTY OF SANTA CRUZ RADIO SHOP CHARGES JULY-SEPT13			OUTSTANDING
1	205963	\$280.00 280.00	12/10/13	59083		0 CRIME SCENE CLEANERS INC DISPOSAL-HAZ WASTE			OUTSTANDING
1	205821	\$783.03 783.03	11/27/13	65812		0 CSAC EXCESS INSURANCE AUTHORITY PAYROLL FOR - 112713			OUTSTANDING
1	205941	\$1431.94 1431.94	12/10/13	55158		0 CSG CONSULTANTS, INC. CHANGE ORDER TERM EXTENDED TO			OUTSTANDING
1	205977	\$826.34 826.34	12/10/13	60251		0 CUMMINS JETSCAN MAINTENANCE			OUTSTANDING
1	206008	\$926.00 926.00	12/10/13	64974		0 CUZICK, MATT MAINT OF POLICE VEHICLE			OUTSTANDING
1	205834	\$299.55 212.75 86.80	12/10/13	03118		0 D&G SANITATION PORT TOILET RENTAL TOILET RENTAL			OUTSTANDING
1	205940	\$28.21 28.21	12/10/13	54824		0 D' LA COLMENA SNACKS NON PRO MTG			OUTSTANDING
1	205835	\$337.36 337.36	12/10/13	03293		0 DELTA GLASS MISC CAULKING			OUTSTANDING
1	205972	\$120.00 120.00	12/10/13	59801		0 DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT ENT VOC PROCESSED			OUTSTANDING
1	205836	\$17.00	12/10/13	03422		0 DEPARTMENT OF JUSTICE			OUTSTANDING

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		17.00		150-409-7361-00000		H&S ANALYSIS			
1	206002	\$1518.60 1233.60 285.00	12/10/13	64625		0 DEPARTMENT OF RESOURCES RECYCLING & RECOVERY SERVICES 740-575-7369-00000 740-575-7369-00000			OUTSTANDING
1	205809	\$286.15 286.15	11/27/13	03017		55719 DEVIN DERHAM-BURK E.SANTANA			OUTSTANDING
1	206012	\$462.00 462.00	12/10/13	65130		0 DOCTOR DIESEL INC. 710-530-7324-00000			OUTSTANDING
1	205915	\$617.71 617.71	12/10/13	51670		0 DRAKE CONTROLS-WEST, LLC 720-596-7324-00000			OUTSTANDING
1	206009	\$1652.00 1652.00	12/10/13	64992		0 E F & S CONCRETE 305-923-7837-33101			OUTSTANDING
1	205837	\$6.76 69.55 62.79-	12/10/13	03911		0 EDWARDS TRUCK CENTER INC 150-523-7505-00000 150-523-7559-00000			OUTSTANDING
1	206031	\$60132.24 60132.24	12/10/13	65931		0 EFFICIENT TECHNOLOGY SOLUTIONS, LLC. 765-550-7805-22003			OUTSTANDING
1	205956	\$180.00 180.00	12/10/13	57749		0 ELKHORN SLOUGH FOUNDATION 710-540-7359-00000			OUTSTANDING
1	206022	\$1350.00 1350.00	12/10/13	65447		0 EUROFINS EATON ANALYTICAL, INC. 710-541-7315-07024			OUTSTANDING
1	205926	\$64.28 64.28	12/10/13	53401		0 EVENTSCAPE/ROBINSON 720-596-7770-00000			OUTSTANDING
1	205838	\$19573.75 7341.00 12184.00 48.75	12/10/13	04064		0 EVERGREEN OIL INC 740-572-7361-00023 740-572-7361-00023 740-572-7361-00023			OUTSTANDING
1	205920	\$1531.96 1483.94 7.71 24.34 15.97	12/10/13	52833		0 FASTENAL COMPANY 720-598-7559-00000 150-523-7505-00000 150-523-7505-00000 150-523-7505-00000			OUTSTANDING
1	205839	\$97.54 74.22 13.86 9.46	12/10/13	04170		0 FEDEX 150-410-7212-00000 150-315-7212-00000 150-410-7212-00000			OUTSTANDING

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1	205563	\$835.00 835.00	11/22/13	65988		0 FINN, CHRISTOPHER B. TERMITE TREATMENT FIRE ST#2			OUTSTANDING
1	205933	\$700.00 700.00	12/10/13	54228		0 FIOROVICH GROUP REFUND CREDIT BALANCE			OUTSTANDING
1	205996	\$1340.64 1340.64	12/10/13	63960		0 FIRST ALARM SECURITY & PATROL, INC. PATROL SERVICES DEC2013			OUTSTANDING
1	205947	\$265.00 265.00	12/10/13	56117		0 FREON FREE APPLIA RECYCL			OUTSTANDING
1	205840	\$37.88 37.88	12/10/13	04640		0 FUJITAS GARDEN, INC TRIMMER HEAD			OUTSTANDING
1	205841	\$257.26 257.26	12/10/13	04707		0 GALE/CENGAGE LEARNING BOOKS			OUTSTANDING
1	205928	\$285.37 285.37	12/10/13	53647		0 GEGRB/AMAZON BOOKS			OUTSTANDING
1	205949	\$10427.82 5362.73 5065.09	12/10/13	56259		0 GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC ALUM SULFATE ALUM SULFATE			OUTSTANDING
1	205566	\$3004.00 3004.00	11/22/13	56184		0 GLACIER ICE COMPANY SNOW DOWNPAYMENT			OUTSTANDING
1	205567	\$3004.00 3004.00	11/22/13	56184		0 GLACIER ICE COMPANY SNOW BAL DUE			OUTSTANDING
1	205935	\$12607.50 12607.50	12/10/13	54434		0 GODBE CORPORATION INV#1 SERVICE			OUTSTANDING
1	205842	\$208.00 208.00	12/10/13	04978		0 GOLDFARB & LIPMAN LEGAL SERVICES			OUTSTANDING
1	1205572	\$218.50 218.50	11/22/13	52148		0 GONZALEZ, SAUL ICI MNT			OUTSTANDING
1	205843	\$50.00 50.00	12/10/13	05019		0 GOVERNMENT FINANCE OFFICERS ASSOCIATION GAAFR REVIEW NEWSLETTER RENEWA			OUTSTANDING
1	205905	\$160.05 160.05	12/10/13	11442		0 GRAINGER FIRST AID SUPPLIES			OUTSTANDING
1	205571	\$5752.50 4036.04 1716.46	11/22/13	62928		0 GRESHAM SAVAGE NOLAN & TILDEN APC FORMERLY PO S004799 (C/O#3) PROFESSIONAL SERVICES			OUTSTANDING

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1	206010	\$122.45 66.00 26.90 29.55	12/10/13	65001		0 GROCERY OUTLET DROP IN PROGRAM CONTIGO PROGRAM SUPPLIES SCIENCE WORKSHOP			OUTSTANDING
1	205844	\$531.00 531.00	12/10/13	05137		0 GRUNSKY EBEB FARRAR & HOWELL, INC NON PROFIT DEV			OUTSTANDING
1	205961	\$399.00 399.00	12/10/13	58662		0 GUYS GUTTERS INC. REPLACE GUTTER ON STATION 2			OUTSTANDING
1	205568	\$250.00 250.00	11/22/13	65989		0 GUZMAN, JUAN SETTLEMENT			OUTSTANDING
1	205845	\$49.36 49.36	12/10/13	05330		0 HARRISON'S COLOR CORNER PAINT			OUTSTANDING
1	206003	\$258.00 258.00	12/10/13	64640		0 HATCH MOTT MACDONALD, LLC. SIGNAL TIMING ANALYSIS (FOR TL			OUTSTANDING
1	205570	\$718.44 211.95 34.37 49.95 68.23 8.40 110.40 145.27 48.65 41.22	11/22/13	51675		0 HOME DEPOT CREDIT SERVICES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES			OUTSTANDING
1	205918	\$1400.00 1400.00	12/10/13	52106		0 ICMA PALACIOS MEMBERSHIP			OUTSTANDING
1	205811	\$3985.00 3985.00	11/27/13	05813		0 ICMA RETIREMENT TRUST 457 303800			OUTSTANDING
1	205812	\$3238.55 3238.55	11/27/13	05813		0 ICMA RETIREMENT TRUST 457 303884 PTS			OUTSTANDING
1	205846	\$2549.84 2549.84	12/10/13	05818		0 IDEXX LABORATORIES INC. COLILERT			OUTSTANDING
1	205847	\$1436.91 1436.91	12/10/13	06009		0 INTERSTATE BATTERY CO BATTERIES			OUTSTANDING
1	205973	\$27.13 27.13	12/10/13	59891		0 INTERSTATE TRAFFIC CONTROL PRODUCTS CITY SIGN			OUTSTANDING
1	205906	\$1781.63	12/10/13	50258		0 J J KELLER & ASSOCIATES, INC.			OUTSTANDING

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		899.00	710-530-7361-00000			KELLER ONLINE SAFERY MGMT			
		332.63	780-971-7813-07601			GHS PICTOGRAM POSTERS			
		550.00	710-530-7361-00000			WORKPLACE SAFETY ADVISOR			
1	205936	\$2793.29	12/10/13	54438		0 K & D LANDSCAPING INC.			OUTSTANDING
		122.44	309-525-7361-00000			REMOVE BUSHES			
		1360.27	730-560-7361-00000			LANDSCAPE MAINT			
		610.19	246-321-7361-00000			LANDSCAPE MAINT			
		700.39	309-525-7361-00000			LANDSCAPE MAINT			
1	205848	\$250.42	12/10/13	06355		0 K-MART CORP			OUTSTANDING
		54.67	150-220-7324-00000			CLEANING SUPPLIES			
		195.75	150-691-7533-00161			DROP IN PROGRAM SUPPLIES			
1	205910	\$3562.35	12/10/13	50864		0 KIMLEY-HORN AND ASSOCIATES, INC.			OUTSTANDING
		3562.35	344-944-7837-92220			RESOLUTION NO. 114-12 (CM)			
1	205945	\$900.00	12/10/13	55665		0 KWAV 96.9 FM			OUTSTANDING
		900.00	150-685-7361-00216			RADIO AD FAC SALE			
1	205849	\$602.32	12/10/13	06604		0 LARGE'S METAL FABRICATION, INC			OUTSTANDING
		602.32	710-530-7324-00000			SS FLANGE			
1	206033	\$1834.66	12/10/13	65991		0 MANCO			OUTSTANDING
		1834.66	710-530-7559-00000			MOXA SWITCHES			
1	205911	\$400.00	12/10/13	50930		0 MCBRIDE AND ASSOCIATES INC.			OUTSTANDING
		400.00	205-383-8337-00000			APPR-144 HOLM ROAD			
1	205850	\$383.81	12/10/13	07063		0 MCMASTER CARR			OUTSTANDING
		383.81	710-530-7324-00000			NEOPRENE CHEST WADERS			
1	205851	\$4083.67	12/10/13	07130		0 MERCURY METALS, INC			OUTSTANDING
		2442.06	720-596-7324-00000			ALUM COVER AND RACKS			
		1630.76	720-596-7559-00000			ALUM COVER AND RACKS			
		10.85	710-530-7324-00000			ALUM FLATBAR			
1	206030	\$3541.95	12/10/13	65885		0 MES VISION			OUTSTANDING
		3541.95	787-299-7320-00000			CLAIMS CHECK RUN 11/15/13			
1	205952	\$207149.80	12/10/13	56724		0 MISCOWATER			OUTSTANDING
		101189.40	720-596-7351-00000			RESOLUTION NO. 93-12 (CM)			
		105960.40	720-596-7351-00000			RESOLUTION NO. 93-12 (CM)			
1	206013	\$5723.30	12/10/13	65255		0 MIWALL CORPORATION			OUTSTANDING
		5723.30	150-410-7559-00000			AMMUNITION			
1	205939	\$2146.00	12/10/13	54802		0 MONTEREY BAY ANALYTICAL SERVICES INC.			OUTSTANDING
		284.00	710-541-7315-07022			TESTING			
		25.00	710-541-7315-07021			TESTING			

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		122.00		710-532-7315-00000		TESTING		
		100.00		710-534-7361-00000		TESTING		
		1615.00		710-541-7315-00000		TESTING		
1	205984	\$312.25 312.25	12/10/13	61888		0 MONTOYA, MARY REFUND CLOSED ACCOUNT		OUTSTANDING
1	205852	\$1000.00 1000.00	12/10/13	07480		0 MOSS, LEVY & HARTZHEIM LLP 2012-13 AUDIT		OUTSTANDING
1	205853	\$4584.03 4563.74 20.29	12/10/13	07620		0 MUNI SERVICES SUTA SERVICE DISTRICT TAX		OUTSTANDING
1	205975	\$9018.76 9018.76	12/10/13	60037		0 NATIONAL METER & AUTOMATION, INC. BRONZE METER		OUTSTANDING
1	205810	\$19406.19 19406.19	11/27/13	05078		0 NATIONWIDE RETIREMENT SOLUTIONS PAYROLL FOR - 112713		OUTSTANDING
1	205989	\$293.93 8.33 8.34 8.34 8.33 8.33 8.33 40.66 40.63 40.66 40.66 40.66 40.66	12/10/13	62579		0 NEOPOST, INC. MAIL MACHINE MAINT MAIL MACHINE MAINT		OUTSTANDING
1	205978	\$80.00 80.00	12/10/13	60342		0 NPM INC. MONTHLY UST INSPECTION		OUTSTANDING
1	205913	\$262.68 262.68	12/10/13	51167		0 OLVERA, JULIAN CERT FEES/COURSE REIMBURSEMENT		OUTSTANDING
1	205988	\$701.55 236.00 465.55	12/10/13	62156		0 OMEGA INDUSTRIAL SUPPLY INC. MEGA POWER DEGREASER GRAFFITI REMOVER		OUTSTANDING
1	205953	\$247.50 247.50	12/10/13	56752		0 PACIFIC CREST ENGINEERING, INC. SERVICES		OUTSTANDING
1	205854	\$93.35 93.35	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 1052 E LAKE		OUTSTANDING

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1	205855	\$924.12 924.12	12/10/13 150-680-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 795 VISTA MONTANA			OUTSTANDING
1	205856	\$360.29 360.29	12/10/13 150-450-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 370 AIRPORT			OUTSTANDING
1	205857	\$18827.96 18827.96	12/10/13 246-321-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 275 MAIN ST			OUTSTANDING
1	205858	\$10.21 10.21	12/10/13 710-531-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 52 ARISTA LN			OUTSTANDING
1	205859	\$4.70 4.70	12/10/13 354-959-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 1500 BRIDGE ST			OUTSTANDING
1	205860	\$38.64 38.64	12/10/13 150-510-7211-00000	08230		0 PACIFIC GAS & ELECTRIC PAJARO LN & GREEN VALLEY RD			OUTSTANDING
1	205861	\$44.23 44.23	12/10/13 720-596-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 998 MAIN ST			OUTSTANDING
1	205862	\$56.14 56.14	12/10/13 710-530-7211-00000	08230		0 PACIFIC GAS & ELECTRIC W BEACH & LEE			OUTSTANDING
1	205863	\$114.18 114.18	12/10/13 150-510-7211-00000	08230		0 PACIFIC GAS & ELECTRIC HWY 129 AT BLACKBURN			OUTSTANDING
1	205864	\$1209.50 1209.50	12/10/13 740-572-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 500 2ND ST			OUTSTANDING
1	205865	\$4.70 4.70	12/10/13 354-959-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 1300 BRIDGE ST			OUTSTANDING
1	205866	\$996.15 996.15	12/10/13 150-510-7211-00000	08230		0 PACIFIC GAS & ELECTRIC FREEDOM & DAVIS			OUTSTANDING
1	205867	\$5577.30 5577.30	12/10/13 730-560-7211-00000	08230		0 PACIFIC GAS & ELECTRIC BUENA VISTA DR			OUTSTANDING
1	205868	\$31761.82 31761.82	12/10/13 710-532-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 401 PANABAKER			OUTSTANDING
1	205869	\$2700.28 2700.28	12/10/13 309-525-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 260 RODRIGUEZ			OUTSTANDING
1	205870	\$23.55 23.55	12/10/13 150-680-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 201 PACIFICA			OUTSTANDING
1	205871	\$230.79 230.79	12/10/13 150-680-7211-00000	08230		0 PACIFIC GAS & ELECTRIC 26 W FRONT ST			OUTSTANDING

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1	205872	\$11.42 11.42	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 75 HOPE DR		OUTSTANDING
1	205873	\$68.08 68.08	12/10/13	08230		0 PACIFIC GAS & ELECTRIC HARKIN SLOUGH		OUTSTANDING
1	205874	\$590.61 590.61	12/10/13	08230		0 PACIFIC GAS & ELECTRIC W BEACH & MAIN		OUTSTANDING
1	205875	\$2745.26 2745.26	12/10/13	08230		0 PACIFIC GAS & ELECTRIC PUFFIN LN		OUTSTANDING
1	205876	\$10.46 10.46	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 1180 E LAKE AVE		OUTSTANDING
1	205877	\$304.89 304.89	12/10/13	08230		0 PACIFIC GAS & ELECTRIC CENTRAL AVE		OUTSTANDING
1	205878	\$36871.24 36871.24	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 401 PANABAKER		OUTSTANDING
1	205879	\$228.35 228.35	12/10/13	08230		0 PACIFIC GAS & ELECTRIC W 5TH & MAIN		OUTSTANDING
1	205880	\$2542.33 2542.33	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 1301 MAIN ST		OUTSTANDING
1	205881	\$97.70 97.70	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 130 RODRIGUEZ ST		OUTSTANDING
1	205882	\$10811.66 10811.66	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 101 LIGHTHOUSE DR		OUTSTANDING
1	205883	\$45321.33 45321.33	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 51 BURCHELL		OUTSTANDING
1	205884	\$9.86 9.86	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 127 RIVERSIDE DR		OUTSTANDING
1	205885	\$2428.57 2428.57	12/10/13	08230		0 PACIFIC GAS & ELECTRIC GREEN VALLEY RD		OUTSTANDING
1	205886	\$104.55 104.55	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 1487 HIGHWAY 1		OUTSTANDING
1	205887	\$12.65 12.65	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 651 OHLONE PKWY		OUTSTANDING
1	205888	\$1070.71	12/10/13	08230		0 PACIFIC GAS & ELECTRIC		OUTSTANDING

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		1070.71	354-959-7211-00000			125 AVIATION WAY			
1	205889	\$54.94 54.94	12/10/13	08230		0 PACIFIC GAS & ELECTRIC 37 DAVIS AVE			OUTSTANDING
1	205890	\$10776.55 8251.70 2524.85	12/10/13	08230		0 PACIFIC GAS & ELECTRIC OBF LOAN PAYMENT STREET LIGHTS OBF LOAN PAYMENT STREET LIGHTS			OUTSTANDING
1	205919	\$42879.83 26912.46 15967.37	12/10/13	52165		0 PAJARO VALLEY PREVENTION & STUDENT RESOLUTION NO. 8-13 (CM) CASE RESOLUTION NO. 51-12 (CM)			OUTSTANDING
1	205891	\$965.65 802.90 162.75	12/10/13	08343		0 PAJARO VALLEY PRINTING BEST PRAC BOOKLETS PRINTING OF BUSINESS CARDS			OUTSTANDING
1	205820	\$54.00 54.00	11/27/13	59033		0 PAL POLICE ACTIVITIES LEAGUE PAYROLL FOR - 112713			OUTSTANDING
1	206025	\$159.99 159.99	12/10/13	65796		0 PAREDEZ, JAVIER SAFETY BOOTS			OUTSTANDING
1	205948	\$82.39 82.39	12/10/13	56193		0 PASO ROBLES TRUCK CENTER PARTS			OUTSTANDING
1	205564	\$6.00 6.00	11/22/13	65754		0 PAY-BY-PLATE BRIDGE TOLL			OUTSTANDING
1	205962	\$13.97 13.97	12/10/13	58731		0 PENGELLY, SHERI/JOHN REFUND CLOSED ACCOUNT			OUTSTANDING
1	205892	\$192.75 192.75	12/10/13	08480		0 PENINSULA COMMUNICATIONS INC. PARTS/LABOR			OUTSTANDING
1	205942	\$555.00 555.00	12/10/13	55276		0 PENINSULA PEST MANAGEMENT INC. PEST MANAGEMENT			OUTSTANDING
1	205893	\$200.00 200.00	12/10/13	08705		0 POSTMASTER PERMIT 128 FEE			OUTSTANDING
1	205970	\$293.64 207.33 21.58 64.73	12/10/13	59675		0 PRAXAIR DISTRIBUTION, INC ACETYLENE CYLINDER CHARGES CYLINDER CHARGES			OUTSTANDING
1	206028	\$20488.65 7982.85 12505.80	12/10/13	65844		0 PREFERRED BENEFIT CLAIMS WEEK ENDING 11/21/13 CLAIMS WEEK ENDING 11/28/13			OUTSTANDING



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		142.23	710-540-7361-00000			MONTHLY MAINTENANCE 11 COPIERS			
		64.75	150-230-7357-00000			MONTHLY MAINTENANCE 11 COPIERS			
		162.73	202-367-7322-00000			MONTHLY MAINTENANCE 11 COPIERS			
		100.99	150-120-7322-00000			MONTHLY MAINTENANCE 11 COPIERS			
		100.99	150-160-7322-00000			MONTHLY MAINTENANCE 11 COPIERS			
		67.34	150-210-7322-00000			MONTHLY MAINTENANCE 11 COPIERS			
		67.34	150-130-7501-00000			MONTHLY MAINTENANCE 11 COPIERS			
		288.45	150-690-7322-00000			MONTHLY MAINTENANCE 11 COPIERS			
1	205897	\$169.26 169.26	12/10/13 150-110-7559-00000	09270		0 RIVER NURSERY & FLOWER SHOP SYMPATHY FLOWERS			OUTSTANDING
1	205982	\$100.54 100.54	12/10/13 150-419-7559-00000	61404		0 RJ LEE GROUP, INC. SUPPLIES			OUTSTANDING
1	205993	\$151.18 151.18	12/10/13 730-560-7091-00000	63080		0 ROSAS, SAM SAFETY BOOTS			OUTSTANDING
1	205955	\$477.00 477.00	12/10/13 120-279-5895-00178	57618		0 RUBIO, BELEN VET'S BLDG DEPOSIT			OUTSTANDING
1	205932	\$640.00 640.00	12/10/13 740-570-7361-00000	54172		0 S. MARTINELLI & COMPANY SCALE SERVICE OCTOBER 2013			OUTSTANDING
1	206001	\$58.00 58.00	12/10/13 150-419-7559-00000	64588		0 SAFARILAND, LLC RIFLE BOX			OUTSTANDING
1	205965	\$125.00 125.00	12/10/13 260-336-7533-03231	59557		0 SALAS, CORESTA SF ZOO DEC 14 2013 PAL			OUTSTANDING
1	205966	\$125.00 125.00	12/10/13 260-336-7533-03231	59557		0 SALAS, CORESTA MONTEREY ICE SKATING DEC 18 20			OUTSTANDING
1	205967	\$150.00 150.00	12/10/13 260-336-7533-03231	59557		0 SALAS, CORESTA SF EXPLORATORIUM DEC 29 2013			OUTSTANDING
1	205968	\$150.00 150.00	12/10/13 260-336-7533-03231	59557		0 SALAS, CORESTA SF EXPLORATORIUM DEC 21 2013			OUTSTANDING
1	205976	\$100.00 100.00	12/10/13 720-596-7771-00000	60059		0 SALGADO, MIGUEL LOW FLOW TOILET REBATE			OUTSTANDING
1	205929	\$1106.25 1106.25	12/10/13 710-541-7315-07021	53669		0 SAN JOSE STATE UNIVERSITY FOUNDATION CHARTER OF RV			OUTSTANDING
1	205908	\$2388.00 2388.00	12/10/13 730-560-7369-00000	50736		0 SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERV. HEALTH PERMIT			OUTSTANDING
1	205579	\$196.68 196.68	12/03/13 150-280-7765-00413	50342		0 SANTA CRUZ COUNTY TAX COLLECTOR 2013/14-PROP TAXES			OUTSTANDING

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1	205898	\$73.71 73.71	12/10/13 150-688-7361-00000	09701		0 SANTA CRUZ SENTINEL 2014 SUBSCRIPTION		OUTSTANDING
1	205985	\$187.39 187.39	12/10/13 150-620-7221-00000	62101		0 SANTA CRUZ SENTINEL AD		OUTSTANDING
1	205986	\$199.88 199.88	12/10/13 150-620-7221-00000	62101		0 SANTA CRUZ SENTINEL AD		OUTSTANDING
1	206034	\$8095.00 8095.00	12/10/13 150-250-7322-00000	65992		0 SCHNEIDER ELECTRIC USA, INC. WARRANTY RENEWAL		OUTSTANDING
1	205577	\$1097.74 412.61 99.95 322.73 163.67 98.78	12/03/13 730-560-7324-00000 720-598-7559-00000 740-575-7559-00000 150-680-7533-00000 730-560-7324-00000	09839		0 SCOTTS VALLEY SPRINKLER & PIPE REPAIR SUPPLIES REPAIR SUPPLIES REPAIR SUPPLIES REPAIR SUPPLIES REPAIR SUPPLIES		OUTSTANDING
1	205899	\$9.14 9.14	12/10/13 150-691-7533-00166	09873		0 SECOND HARVEST FOOD BANK CONTIGO SNACKS		OUTSTANDING
1	205813	\$1259.43 1259.43	11/27/13 130-000-2050-00000	09882		0 SEIU LOCAL 521 PAYROLL FOR - 112713		OUTSTANDING
1	205817	\$2.00 2.00	11/27/13 130-000-2050-00000	55327		0 SEIU LOCAL 521 COPE PAYROLL FOR - 112713		OUTSTANDING
1	205900	\$189.44 189.44	12/10/13 150-685-7361-00216	09965		0 SIGN SERVICES HOL FAC SALE SIGNS		OUTSTANDING
1	205917	\$91.88 91.88	12/10/13 150-419-7559-00000	51930		0 SIRCHIE FINGER PRINT LABORATORIES, INC METH TESTS		OUTSTANDING
1	205901	\$315.00 100.00 100.00 115.00	12/10/13 710-541-7315-07022 710-541-7315-07022 710-541-7315-07022	10120		0 SOIL CONTROL LAB, INC. ANALYSIS ANALYSIS ANALYSIS		OUTSTANDING
1	205931	\$244.01 244.01	12/10/13 150-680-7533-00000	54101		0 SPORTS TURF IRRIGATION REBUILD SPRINKLERS		OUTSTANDING
1	205938	\$1314.96 289.17 12.25 119.80 793.76 99.98	12/10/13 730-560-7222-00000 150-450-7222-00000 150-250-7222-00000 150-409-7222-00000 720-596-7222-00000	54553		0 SPRINT CELL SERVICE CELL SERVICE CELL SERVICE CELL SERVICE CELL SERVICE		OUTSTANDING

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1	205814	\$1192.53 125.00 168.35 457.27 441.91	11/27/13 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000	10338		0 ST OF CA FRANCHISE TAX BOARD P.JENNINGS C.LEONOR R.LOPEZ M.VEGA		OUTSTANDING
1	205979	\$216.98 216.98	12/10/13 150-230-7559-00000	60391		0 STAPLES ADVANTAGE TONER FINANCE		OUTSTANDING
1	205815	\$225.93 225.93	11/27/13 130-000-2050-00000	10338	53276	STATE OF CALIFORNIA A.RODRIGUEZ		OUTSTANDING
1	205575	\$37820.00 37820.00	12/02/13 210-610-7367-02047	65562		0 STEWART TITLE OF CALIFORNIA, INC. FTHBP Y RODRIGUEZ 11 LA PAZ		OUTSTANDING
1	205981	\$907.06 907.06	12/10/13 150-410-7516-00000	61164		0 TASER INTERNATIONAL HOLSTERS		OUTSTANDING
1	205902	\$1153.28 1153.28	12/10/13 710-530-7559-00000	10699		0 TELECOMMUNICATIONS MANAGEMENT SOLUTIONS INC. TEST CABLE WWTP		OUTSTANDING
1	206006	\$105395.72 32697.63 13247.59 59450.50	12/10/13 710-530-7361-00000 710-530-7361-00000 710-530-7361-00000	64891		0 TERRA RENEWAL LLC HAULING BIOSOLIDS HAULING BIOSOLIDS HAULING BIOSOLIDS		OUTSTANDING
1	206035	\$171.41 171.41	12/10/13 150-409-7357-00000	65993		0 THE GALLERY COLLECTION PRINTING POLICE CARDS		OUTSTANDING
1	1205573	\$218.50 218.50	11/22/13 150-409-7232-00000	53128		0 TRAUB, TERRY ICI MNGT		OUTSTANDING
1	205921	\$569.06 428.36 119.35 21.35	12/10/13 150-691-7511-00158 150-685-7341-00198 150-110-7501-00000	52953		0 TRI COUNTY TROPHY & ENGRAVING PLAQUES PLAQUES-STRAW FESTIVAL HURST GAVEL		OUTSTANDING
1	205903	\$187.55 103.43 84.12	12/10/13 150-690-7361-00000 720-596-7361-00000	10924		0 TRI-COUNTY FIRE PROTECTION INC 115 SECOND ST 320 HARVEST		OUTSTANDING
1	205916	\$267.00 267.00	12/10/13 120-279-5895-00160	51715		0 UFW UNITED FARM WORKERS DEPOSIT		OUTSTANDING
1	206032	\$12189.06 4011.26 163.39 326.78 2344.69 2834.86	12/10/13 150-280-7765-00000 202-367-7222-00000 150-620-7222-00000 710-530-7222-00000 720-596-7222-00000	65990		0 UNIFY INC. MAINT CONTRACT MAINT CONTRACT MAINT CONTRACT MAINT CONTRACT MAINT CONTRACT		OUTSTANDING

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/22/13 - 12/10/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
		163.39	730-560-7222-00000			MAINT CONTRACT		
		2344.69	740-570-7222-00000			MAINT CONTRACT		
1	206029	\$515.26 515.26	12/10/13	65857		0 UNION BANK BANKING SERVICES		OUTSTANDING
1	205974	\$1914.02 1914.02	12/10/13	60026		0 UNITED ROTARY BRUSH CORPORATION SWEEPER BROOMS		OUTSTANDING
1	205816	\$284.00 284.00	11/27/13	11070		0 UNITED WAY OF SANTA CRUZ CO PAYROLL FOR - 112713		OUTSTANDING
1	205914	\$56.58 121.48 21.04 85.94-	12/10/13	51557		0 UNIVERSAL SPECIALTIES INC. REPAIR PARTS REPAIR PARTS CREDIT MEMO		OUTSTANDING
1	205922	\$226028.32 13386.03 53914.38 7935.86 42953.82 107838.23	12/10/13	52965		0 US BANK REV BONDS JAN 2013 PAYMENT REV BONDS JAN 2013 PAYMENT REV BONDS JAN 2013 PAYMENT REV BONDS JAN 2013 PAYMENT REV BONDS JAN 2013 PAYMENT		OUTSTANDING
1	206019	\$87.15 87.15	12/10/13	65366		0 V & V MANUFACTURING, INC. BADGE		OUTSTANDING
1	205904	\$88.97 88.97	12/10/13	11160		0 VALLEY FEED K-9 FOOD ELLEX		OUTSTANDING
1	205912	\$102.53 102.53	12/10/13	51029		0 VAZQUEZ, ENRIQUE SOLID WASTE MTING REIMB		OUTSTANDING
1	205925	\$108.50 108.50	12/10/13	53312		0 VELASQUEZ, NATALIA CORDOBA ZUMBA CLASS		OUTSTANDING
1	205946	\$763.66 80.78 76.02 74.68 532.18	12/10/13	55799		0 VERIZON WIRELESS CELL SERVICE CELL SERVICE CELL SERVICE CELL SERVICE		OUTSTANDING
1	205999	\$125.00 125.00	12/10/13	64459		0 VILLEGAS, ANDRES CERT FEES REIMBURSEMENT		OUTSTANDING
1	205951	\$9511.35 9511.35	12/10/13	56668		0 VISION RECYCLING GREEN/WOOD WASTE REMOVAL		OUTSTANDING
1	205990	\$7662.11 7456.31	12/10/13	62757		0 WACTOR & WICK LLP LEGAL SERVICES		OUTSTANDING

CITY OF WATSONVILLE  
 CHECK REGISTER  
 DATE RANGE: 11/22/13 - 12/10/13

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
		205.80	710-530-7303-00044			LEGAL SERVICES			
1	205819	\$3127.15 3127.15	11/27/13 130-000-2050-00000	58532		0 WAGeworks INC AF06989			OUTSTANDING
1	205957	\$994.88 497.18 497.70	12/10/13 740-572-7361-00023 740-572-7361-00023	57907		0 WEST COAST RUBBER RECYCLING TIRE DISPOSAL TIRE DISPOSAL			OUTSTANDING
1	205923	\$1760.66 1760.66	12/10/13 710-530-7324-00000	53064		0 WINZER CORPORATION POWER BALL DEGREASER			OUTSTANDING
1	11112339	\$204191.40 103910.82 69657.88 30622.70	11/27/13 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000	11700		0 WIRE TRANSFER-IRS FEDERAL SOCIAL SECURITY MEDICARE			
1	11112338	\$37251.94 2097.19 35154.75	11/27/13 130-000-2050-00000 130-000-2050-00000	10334		0 WIRE TRANSFER-STATE OF CALIFORNIA SDI 77651115 PIT 80038870			
1	205987	\$419.91 419.91	12/10/13 250-935-7857-42043	62143		0 WORLD BOOK SCHOOL AND LIBRARY REF BOOKS			OUTSTANDING
1	205580	\$84792.67 84792.67	12/04/13 780-291-7712-00000	64245		0 YORK INSURANCE SERVICES GROUP, INC. TRUST DEP NOVEMBER 2013			OUTSTANDING
1	205998	\$735.81 735.81	12/10/13 150-620-7351-00000	64379		0 ZOOM IMAGING SOLUTIONS COPY CHARGES			OUTSTANDING
TOTAL # OF ISSUED CHECKS:			250	TOTAL AMOUNT:		2153903.33			
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00			
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00			
TOTAL # OF UNISSUED CHECKS:			2						

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
120	TRUST FUND	938.00	0.00
130	EMPLOYEE CASH DEDUCTIONS FUND	526,324.80	0.00
150	GENERAL FUND	148,903.03	0.00
170	INVESTMENT FUND	515.26	0.00
202	REDEVELOPMENT OBLIG RETIREMENT	6,426.03	0.00
205	COMMUNITY DEV BLOCK GRANT	455.00	0.00
206	ENTERPRIZE ZONE	120.00	0.00
210	CAL HOME GRANT FUNDS	37,820.00	0.00
246	CIVIC CENTER COMMON AREA	22,050.65	0.00
250	LIBRARY FUND	47,572.42	0.00
260	SPECIAL GRANTS	44,759.16	0.00
265	PEG -CABLE TV FUND	205.47	0.00
305	GAS TAX	9,733.97	0.00
309	PARKING GARAGE FUND	5,892.11	0.00
340	CITY-WIDE TRAFFIC IMPACT	258.00	0.00
342	CRESTVIEW AREA	9,857.50	0.00
344	EAST HIGHWAY 1 AREA	3,562.35	0.00
353	IMPERVIOUS AREA IMPACT FEE FUN	5,000.00	0.00
354	SPECIAL DISTRICT FUNDS	1,090.57	0.00
710	SEWER SERVICE FUND	426,751.95	0.00
720	WATER OPERATING FUND	412,556.12	0.00
730	AIRPORT ENTERPRISE FUND	85,635.69	0.00
740	WASTE DISPOSAL FUND	162,354.74	0.00
765	COMPUTER FUND - ISF	60,132.24	0.00
780	WORKERS COMP/LIABILITY FUND	110,957.67	0.00
787	HEALTH INSURANCE FUND - POOL	24,030.60	0.00
	TOTAL -	2,153,903.33	0.00

REPORT: APEDIT

GENERATED: 12 AUG 13 07:53

RUN: MONDAY NOV252013 12:40

PAGE 11

Batch # 1817

CITY OF WATSONVILLE  
GL Offsetting Entries  
Expenditure Summary

Account #	Account Name	Amount	Acct Mth	Date	Acct Mth Total
130-000-2050-00000	PAYROLL DEDUCTIONS PAYABLE	\$526,324.80	2013/11	11/27/13	\$526,324.80

**INFORMATION ITEMS**  
**December 2, 2013**

**1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSE**

--7 Eleven Inc. 1455 Freedom Blvd.  
December 2, 2013

**2.0 Minutes**

--Planning Commission  
November 5, 2013

--Library Board  
September 19, 2013

--Parks & Recreation Commission  
November 7, 2013

**3.0 PROCLAMATIONS**

--Sonia Nazario  
November 14, 2013

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

ABC 211 (6/99)

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

File Number: **539782**  
 Receipt Number: **2203824**  
 Geographical Code: **4403**  
 Copies Mailed Date: **November 20, 2013**  
 Issued Date:

DISTRICT SERVING LOCATION: SALINAS  
 First Owner: **7 ELEVEN INC**  
 Name of Business: **7 ELEVEN STORE #2368-39689A**  
 Location of Business: **1455 FREEDOM BLVD  
 WATSONVILLE, CA 95076-2742**  
 County: **SANTA CRUZ**  
 Is Premise inside city limits? **Yes** Census Tract **1105.02**  
 Mailing Address: **P O BOX 219088**  
 (If different from premises address) **DALLAS, TX 75221-9088**  
 Type of license(s): **20**  
 Transferor's license/name: **533537 / WATSONVILLE  
 PETROLEUM INC** Dropping Partner: Yes  No

RECEIVED  
 CITY CLERK  
 WATSONVILLE  
 2013 DEC -2 PM 5:00

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
20 - Off-Sale Beer And Win	ANNUAL FEE	NA	Y	0	11/20/13	\$254.00
20 - Off-Sale Beer And Win	PERSON-TO-PERSON TRANSFER	NA	Y	0	11/20/13	\$50.00
NA	ISSUE TEMPORARY PERMIT	NA	N	1	11/20/13	\$100.00
<b>Total</b>						<b>\$404.00</b>

Have you ever been convicted of a felony? **No**  
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**  
 Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

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

STATE OF CALIFORNIA County of SANTA CRUZ Date: November 20, 2013

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

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

Applicant Name(s)

Applicant Signature(s)

7 ELEVEN INC

See 211 Signature Page

WATSONVILLE PETROLEUM INC

**MINUTES**

**REGULAR MEETING OF THE PLANNING COMMISSION  
OF THE CITY OF WATSONVILLE**

**COUNCIL CHAMBERS  
275 MAIN STREET, 4<sup>th</sup> FLOOR, WATSONVILLE, CALIFORNIA**

**Tuesday, November 5, 2013**

**6:08 P.M.**

*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.*

**1.0 ROLL CALL OF COMMISSIONERS**

Present were Rick Danna, Mireya Gomez-Contreras, Aurelio Gonzalez, Dobie Jenkins, Jenny Sarmiento, Vice-Chair Marty Corley and Chair Pedro Castillo.

Staff members present were Secretary Marcela Tavantzis, Principal Planner Keith Boyle, Senior Planner Suzi Merriam, Police Officer Christopher Greene, Parks and Community Services Director Ana Espinoza, Recording Secretary Deborah Muniz and City Interpreter Sofia Vazquez-Quintero.

**2.0 PLEDGE OF ALLEGIANCE**

Commissioner Castillo led the Pledge of Allegiance.

**3.0 PETITIONS AND ORAL COMMUNICATIONS**

None

**4.0 CONSENT AGENDA**

**4.1 MOTION APPROVING MINUTES FOR THE OCTOBER 1, 2013 REGULAR MEETING**

**MOTION:** It was moved by Commissioner Gonzalez, seconded by Commissioner Gomez-Contreras, and carried by the following vote to approve the Consent Agenda:

AYES: COMMISSIONERS: Corley, Danna, Gomez-Contreras, Gonzalez,  
Jenkins, Castillo  
NOES: COMMISSIONERS: None  
ABSTAIN: COMMISSIONERS: Sarmiento

**5.0 PUBLIC HEARINGS**

**5.1 A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT (PP2013-244), TO ALLOW THE CONVERSION OF A 1,452 SQUARE FOOT FIRST FLOOR OFFICE SPACE TO A 2 BEDROOM, 1½ BATH UNIT, AT 930 FREEDOM BOULEVARD (APN: 018-011-13), FILED BY KELLY TORRECILLAS/DAVIS, APPLICANT/OWNER.**

**a) Staff Presentation**



## **ADOPTED MINUTES**

The staff report was given by Principal Planner Boyle. He stated that the Fire Department has determined that the fire sprinklers are no longer needed in the new unit therefore staff recommends to delete Condition #19 from the Conditions of Approval.

**b) Applicant Presentation**

Kelly Torrecillas/Davis, applicant, asked the Commission to approve her project.

**c) Public Hearing**

Chairperson Castillo opened the Public Hearing and hearing no public comments, closed the Public Hearing.

**d) Commission Discussion**

None.

**e) Motion:**

It was moved by Commissioner Danna, seconded by Commissioner Gomez-Contreras, and carried by the following vote to adopt a resolution approving Application (PP2013-244) for a Special Use Permit including removing Condition No. 19 deleting the requirement for the fire sprinklers:

AYES:	COMMISSIONERS:	Corley, Danna, Gomez-Contreras, Gonzalez, Jenkins, Sarmiento, Castillo
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

**5.2 A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT (PP2013-226), TO ALLOW THE ESTABLISHMENT OF A RESTAURANT (CALIFORNIA GRILL) WITH LIQUOR SALES (TYPE 47 LICENSE), AT 1970 FREEDOM BOULEVARD (APN: 014-021-03), FILED BY CALIFORNIA GRILL PEIXOTO LLC.**

**a) Staff Presentation**

The staff report was given by Senior Planner Merriam. She stated that the restaurant's current alcohol license is for wine and beer sales only. Since the new owners have taken over the restaurant there have been no calls for service reported by the Police Department.

Commissioner Corley asked if the LEADS training was required for the existing alcohol license and if so was it completed.

Ms. Merriam replied that the existing license was issued through an Administrative Use Permit and does not require LEADS training.

Commissioner Sarmiento stated she has been to the restaurant and it serves very good food. The servers appear to be very young looking and are they required to be a certain age in order to serve alcohol.





**ADOPTED MINUTES**

NOES: COMMISSIONERS: None  
ABSENT: COMMISSIONERS: None

**5.3 A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT (PP2013-242), TO ALLOW AN OUTDOOR DISPLAY OF PRODUCE ALONG THE PUBLIC SIDEWALK IN FRONT OF VICKY'S MARKET, AT 321 RODRIGUEZ STREET (APN: 017-101-17), FILED BY MARTIN RAMIREZ, APPLICANT.**

**a) Staff Presentation**

The staff report was given by Principal Planner Boyle. He stated the applicant has been working with the United Way to provide organic produce.

Commissioner Danna asked if there is a limit on what can be displayed.

Mr. Boyle replied that the project has been conditioned to only allow the display of produce.

Commissioner Sarmiento asked if the dimensions of the bins are the same as the ones at AY Market.

Mr. Boyle deferred the question to the applicant.

**b) Applicant Presentation**

Martin Ramirez, applicant, replied the bins are 32 inches wide and 4 feet long and will be painted different colors. He has seen the bins at AY Market and likes the colors.

Commissioner Danna asked Mr. Ramirez if he noticed an increase in his business when the bins were displayed outside and if they were bringing customers into the store.

Mr. Ramirez replied his sales increased when the bins were displayed outside.

Commissioner Gomez-Contreras asked Mr. Ramirez if he has been cleaning the sidewalks.

Mr. Ramirez replied yes.

Commissioner Sarmiento asked if the produce bins will be put out during the rainy season.

Mr. Ramirez stated there is an overhang but during heavy rain storms he will bring the bins inside.

Commissioner Gonzalez asked if the store gets a lot of students.

Mr. Ramirez replied he gets many students from the Cieba School.

**c) Public Hearing**



**ADOPTED MINUTES**

Chairperson Castillo opened the Public Hearing, and hearing no public comments, closed the Public Hearing.

**d) Commission Discussion**

None.

**e) Motion:**

It was moved by Commissioner Corley, seconded by Commissioner Sarmiento, and carried by the following vote to adopt a resolution approving Application (PP2013-242) for a Special Use Permit:

AYES:	COMMISSIONERS:	Corley, Danna, Gomez-Contreras, Gonzalez, Jenkins, Sarmiento, Castillo
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

**5.4 A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2013-209), TO ALLOW THE INSTALLATION OF A TELECOMMUNICATIONS FACILITY TO INCLUDE A 90-FOOT MONOPINE TREE, AT 795 VISTA MONTANA DRIVE (APN: 017-551-20), FILED BY BECHTEL COMMUNICATIONS, INC. ON BEHALF OF AT&T WIRELESS, APPLICANT.**

**a) Staff Presentation**

The staff report was given by Senior Planner Merriam.

Commissioner Danna asked if the project meets all the requirements what discretionary power the Planning Commission has.

Ms. Merriam replied that the Planning Commission has discretion regarding design issues and can send the project back to be re-designed.

Commissioner Gonzalez asked if the applicant looked at other sites and if so what were the reasons they were not selected.

Ms. Merriam replied telecommunication facilities are not allowed in some zoning districts. The applicant has been trying to find a location for three years.

Commissioner Corley asked why they decided to place the pole next to a baseball field.

Ms. Merriam replied the location met all the distance requirements for the residential area and the school.

Commissioner Sarmiento asked if any of the schools in Watsonville have a monopine pole and how many exist in the City.

Ms. Merriam replied there are no monopine poles located in a school.



## **ADOPTED MINUTES**

Mr. Boyle replied one pole is located on Lee Road and there are 13 cell towers in the City.

### **b) Applicant Presentation**

Cindy Hanks of Bechtel Communications, applicant, stated Ms. Merriam did a fine presentation. Her company looked at many buildings in the area but the buildings were not high enough. She would consider other designs.

Commissioner Corley asked why the Watsonville Elks Lodge was not selected.

Ms. Hanks stated the building was not tall enough and the trees on the property blocked the coverage. The tests they performed failed.

Commissioner Corley asked staff if the light standards in Franich Park were considered and did staff speak to the owner.

Ms. Merriam replied staff did speak to the owner of the light standards. She did not remember the exact reason why the light standards were not an option but it may have been too costly and the location of the electrical to the site was not an optional place to put the antennae.

Commissioner Jenkins asked Ms. Hanks if she had ever been asked to plant more trees. He also asked Parks and Community Services Director Ana Espinoza to comment on this.

Ms. Hanks replied she has and would comply if it is part of the conditions.

Ms. Espinoza stated she would have to review the area and consult with the Ed Kelly Foundation, who operate the ball fields. Maintenance would also have to be considered and how it would impact her department but this could be explored.

Commissioner Sarmiento asked what is the difference in the impact of exposure from this type of telecommunication facility compared to the type located lower on a building.

Ms. Hanks replied that AT&T is heavily regulated by the FCC and they have to do a study on everything they do. From my own studies the higher coverage has less exposure and the lower coverage has a greater area of exposure.

Commissioner Corley asked what kind of damage can the pole and antennae sustain and who would be responsible for cleaning up the graffiti.

Ms. Hanks replied AT&T is solely responsible for maintaining their equipment.

### **c) Public Hearing**

Chairperson Castillo opened the Public Hearing.

The following speakers expressed their comments opposing the project:



## **ADOPTED MINUTES**

1. Arthur, resident at 135 Marcela Drive, stated the pole would be an eye sore and someone could get hurt if it falls.
2. Veronica, President of the School Site Council for Ann Soldo School, stated parents are concerned about the health effects to their children.
3. Marisol, resident of Vista Montana for nine years and teacher for Pajaro Unified School District, stated she is concerned about the long term effects of radiation exposure to herself and the children.
4. Yolanda, teacher and resident, stated she is concerned about property values declining, concerned about the children and presented a petition with more than 200 signatures from parents opposed to the project.
5. Sylvia Mendez, Principal of Ann Soldo School, stated her school has 698 students. She asked the Planning Commission not to make decision tonight in order to gather more information and allow the community to voice their concerns.

Ms. Hanks stated she and AT&T would support a continuance and a community meeting to address the issues.

Felipe Hernandez, Council member for District 1, asked if the Pajaro Unified School District employees were notified and was the notice also in Spanish.

Secretary Tavantzis replied the notices are only mailed to the property owner. . The notice was mailed to the PVUSD office address and it was their responsibility to notify the school. The notices are mailed to the property owners, posted at the site in Spanish and English and advertised in the Register-Pajaronian 10 days in advance of the meeting

Hearing no further comments, Chairperson Castillo closed the Public Hearing.

### **d) Commission Discussion**

Secretary Tavantzis proposed that 1) The engineers meet with community before bringing this item back to the Planning Commission and; 2) Re-notice the public hearing notice in both English and Spanish.

The notices will be mailed to both occupant and tenant and posted at the site in multiple locations. The costs will be charged to AT&T.

The Planning Commission will be notified of the community meeting.

### **e) Motion:**

It was moved by Commissioner Sarmiento, seconded by Commissioner Corley, and carried by the following vote to continue Application (PP2013-242) for a Special Use Permit to a date to be determined and require a neighborhood meeting before it is brought back to the Planning Commission:

AYES:	COMMISSIONERS:	Corley, Danna, Gomez-Contreras, Gonzalez, Jenkins, Sarmiento, Castillo
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None



**ADOPTED MINUTES**

**5.5 A PUBLIC HEARING TO CONSIDER A PUBLIC HEARING TO CONSIDER AN APPLICATION FOR A SPECIAL USE PERMIT (PP2013-223), TO ALLOW THE ESTABLISHMENT OF A RESTAURANT, BAR AND BILLIARD HALL (MIRAMAR), WITH BEER AND WINE SALES (TYPE 41 LICENSE), AT 522 MAIN STREET (APN: 018-241-36), FILED BY JUAN YEPEZ, APPLICANT.**

**a) Staff Presentation**

The staff report was given by Senior Planner Suzi Merriam. She stated there have been no reports of problems with the business over the last six months.

Commissioner Gonzalez asked how does the applicant plan to physically close off the bar to minors.

Ms. Merriam replied the existing doors will be modified and the area will be monitored. Signage prohibiting minors is also posted.

Commissioner Corley stated he did not see the LEADS training listed in the conditions.

Ms. Merriam replied that Mr. Yopez has submitted proof that he and his servers have completed the LEADS training within the past year.

Commissioner Corley asked if the LEADS training could be added to the conditions for all new staff.

Ms. Merriam replied yes.

Commissioner Sarmiento asked who would monitor the access to the new area.

Ms. Merriam replied that each server is responsible for managing and policing the area.

Commissioner Gonzalez recommended closing at 10:00 p.m. on the weekend and no mariachis.

Ms. Merriam replied that the conditions can be modified.

Commissioner Corley asked if the video cameras have been approved by the Police Department.

Police Officer Christopher Greene stated that he has not received any calls from the Miramar regarding the cameras. Since no alcohol is currently being served, there have been no issues and Police Department has not received any calls for service.

Ms. Merriam replied that the cameras were installed.

Secretary Tavantzis stated she has seen the cameras and the control room and the owner did know how to operate them. Her and Fire Department had to view the cameras after a person was accidently burnt. However we still need to make certain that the cameras are still installed and operating



## **ADOPTED MINUTES**

Commissioner Castillo stated this could be added to the conditions.

### **b) Applicant Presentation**

Mr. Yepez was present to answer questions.

Commissioner Danna asked Mr. Garcia why should the Commission approve his project and what has changed. How does he plan to monitor and control the area that is prohibited to those less than 21 years of age?

Mr. Yepez stated he is focusing more on the billiards and the buffet. He has learned from his mistakes and will have someone monitoring in the area. He is requesting mariachis during the day only from 1:00 p.m. to 6:00 p.m.

Commissioner Corley asked how will he keep out the minors, will he have any security on site and will there be cameras in each area.

Mr. Yepez replied the security will only be for special events but when it becomes busier and he can afford it he will increase the security. He does have cameras in each area.

### **c) Public Hearing**

Chairperson Castillo opened the Public Hearing, and hearing no public comments, closed the Public Hearing.

### **d) Commission Discussion**

Commissioner Castillo stated Condition No. 7 states the Permit is valid until January 1, 2020.

Mr. Boyle stated a condition can be added to have the Use Permit return for review in 3 or 6 months.

Commissioner Corley asked if UFC fights require a special permit.

Mr. Boyle replied if Mr. Garcia was charging a fee to see the fight then it would require a permit.

Commissioner Danna stated he supports having mariachis and a six month review.

Commissioner Corley recommended that LEADS training be required at all times to be added to the conditions.

Commissioner Jenkins asked with respect to billiard rooms what the requirements of the Watsonville Municipal Code are.

Mr. Boyle replied the billiard rooms are restricted to 21 and older only when alcohol is served.

### **e) Motion:**



## ADOPTED MINUTES

It was moved by Commissioner Danna, seconded by Commissioner Jenkins, and carried by the following vote to adopt a resolution approving Application (PP2013-223) for a Special Use Permit and approving the addition of Conditions Nos. 21 & 22:

Condition No. 21: The applicant is required to complete and follow the Responsible Beverage Service (RBS) practices and procedures. Servers and managers are required to attend and complete L.E.A.D.S. training offered by the Watsonville Police Department within six months of their employment at the business. (PC)

Condition No. 22: The Planning Commission shall Review the Use Permit after 6 months to determine whether further modification of the Use Permit is necessary. (PC)

AYES:	COMMISSIONERS:	Corley, Danna, Gomez-Contreras, Gonzalez, Jenkins, Sarmiento, Castillo
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

### 6.0 REPORT OF SECRETARY

Secretary Marcela Tavantzis stated staff is getting busier. The Planning Commission will be getting previews of the pre-applications of proposed projects. A 10,000 square foot Dollar Tree store is being built next to Grocery Outlet. A lot more construction is coming.

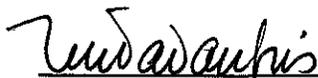
Commissioner Gonzalez asked about the project at Ramsay Park.

Ms. Espinoza replied that PG&E is doing routine work for at least 30 days.

Secretary Tavantzis announced there will be a community workshop on the downtown area tomorrow on November 6 from 6:00 p.m. to 8:00 p.m. in the Community Room of the Civic Plaza building. Everyone is invited to attend.

### 7.0 ADJOURNMENT

Chairperson Castillo adjourned the meeting at 8:09 p.m. The next Planning Commission meeting is scheduled for Tuesday, December 3, 2013 at 4:30 p.m. in the City Council Chambers.



Marcela Tavantzis, Secretary  
Planning Commission



Pedro Castillo, Chairperson  
Planning Commission





"Gather, Learn and Celebrate!"

**Minutes  
Regular Meeting  
Board of Library Trustees**

**Thursday, September 19, 2013  
6:00 P.M.**

**Library 2<sup>nd</sup> Floor Conference Room  
275 Main Street, Watsonville**

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**1.0 Roll Call**

Members present: Bartel, Morales, Rivas, Sanchez and Tapiz.

Staff members present: Carol Heitzig, Library Director, Ezequiel Vega, Administrative Services Director and Luz Martinez, Executive Assistant.

**2.0 Approval of Minutes**

Trustee Morales motioned to approve the minutes; seconded by Trustee Sanchez.

Minutes of September 19, 2013 were approved as written with 4 Ayes.

**3.0 Emergency Additions to Agenda**

No additions at this time.

**4.0 Communications**

**4.1 Communications from the Public or Trustees**

Trustee Morales enjoyed watching *Valley of the Heart* at the Teatro Campesino.

Trustee Rivas announced that the Commissioners Bar-b-que was enjoyable.

**4.2 Oral Communications from the Library Director**

The Library Director announced that there are a few new directional signs throughout the library.

**5.0 Unfinished Business**

**5.1 Saturday Opening Status**

The Library has been open now for two Saturdays and although it has been not widely attended, the patrons that have attended are very grateful. Staffing is working out great

**5.2 Overdrive E-books Status**

Overdrive is a subscription the library purchased for electronic books we began offering

September 15th. E-books are books that can be downloaded to a variety of e-readers such as ipad, iphones, kindles. Patrons that are familiar with the service and have a library card and pin can visit our webpage and click on downloadable books. Initially it is a little complex because there are different applications that need to be downloaded for the different devices. Trustee Rivas would like to have a demonstration for the next meeting. The Library Director briefly explained how the subscription works.

### **5.3 Security Guard for the Library - update**

The Library Director announced that we are going to sign a contract with First Alarm which will provide security for the library on Friday and Saturdays to begin and hopefully extended it to six days a week. It will be about \$21,000 a year for eight hours a week which is approximately \$10,000 less than paying police officers overtime. Trustee Rivas asked about video cameras? The library only has video cameras by the restrooms; the library director will give a report at the next meeting regarding the recordings.

## **6.0 New Business**

### **6.1 Use of Library Funds for Projects**

Administrative Services Director, Ezequiel Vega gave a presentation on how library funds are being used for City projects. A discussion followed.

### **6.2 Mural on Lobby Wall**

The Library Director is going to put an Apple Box Mural on the white wall in the lobby in the Civic Plaza using Friends' of the Library funds. She is also going to put benches in the lobby.

## **7.0 Reports**

### **7.1 Friends of the Library**

No report at this time.

## **8.0 Adjournment**

**7:15 pm**

**MINUTES  
CITY OF WATSONVILLE  
PARKS & RECREATION COMMISSION**

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

**November 7, 2013**

**6:30 P.M.**

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**1.0 ROLL CALL**

**Commissioners:** DeHart, Garcia, Hurtado-Aldana, Orozco, Rodriguez

**Commissioners Absent:** Lopez, Sauer

**Staff:** Parks and Community Services Director Ana Espinoza  
Assistant Director Brad Blachly  
Public Works Sr. Utility Engineer Robert Ketley  
Recreation Supervisors Israel Tirado, Jaime Jimenez  
Recreation Coordinators Jenny Vivenzi  
Administrative Assistant I Marco Diaz, Desiree Moya

**2.0 COMMUNICATIONS**

**a) Oral Communications from Commissioners & Members of the Public**

Commissioner DeHart commented on the Zone 7 Flood Zone meeting that was being held in Santa Cruz. The City of Watsonville provided two vans to transport a large group of people. DeHart also mentioned that drivers Brett Norris (Parks & Community Services) and Nancy Lockwood (Public Works) did a great job. DeHart also attended a Healthy Start meeting and there was a report given by United Way staff on the Go for Health collaborative that mentioned the Family Fitness event at Ramsay Park. Commissioner Garcia attended a Civinomics meeting that discussed the topics of improving and changing Downtown Watsonville. Garcia recommended that commissioners attend the next meeting to give input and hear ideas.

**b) Correspondence Addressed/Referred to Commission**

**3.0 CONSENT AGENDA**

**3.1 Motion to Approve Minutes of the Regular Meeting of October 3, 2013**

**Commissioner DeHart moved to Approve the Consent Agenda  
Commissioner Rodriguez seconded the motion**

**Chair Garcia took a vote:**

**Ayes:** DeHart, Garcia, Hurtado-Aldana, Orozco, Rodriguez  
**Noes:** None  
**Abstains:** None  
**Absent:** Lopez,Sauer

**The motion passed.**

#### **4.0 ITEMS REMOVED FROM CONSENT AGENDA**

None

#### **5.0 PUBLIC HEARINGS**

None

#### **6.0 PRESENTATIONS & REPORTS**

##### **6.1 Oral Report on Current Monitoring Strategies, Health Advisories and Advocacy Efforts to Address the Blue Green Algae at City Pinto Lake Park by Robert Ketley, Public Works Sr. Utility Engineer**

Senior Utility Engineer Robert Ketley discussed the issues and hazards regarding the blue green algae at Pinto Lake and the health advisories and monitoring that are in practice. Ketley reported that multiple agencies are working together to find solutions on how to eliminate the blue green algae in the lake, including working with the State Water Control Board. A grant proposal in the amount of \$750,000.00 will be submitted to the State Water Control Board to help treat the lake. Commissioner Orozco asked if the lake will need to be monitored on a continuous basis, and it will continue to be monitored.

##### **6.2 Oral Report on Holiday in the Plaza Event by Assistant Director Brad Blachly**

Assistant Director Brad Blachly provided an update on the planning of the Holiday in the Plaza event that is scheduled for Sunday, December 8<sup>th</sup>, from 2 p.m. to 8:30 p.m. Many activities are planned with 35 tons of snow for kids to play; a petting zoo; photo booth and the Farmers Market will also have vendors to sell their items. Assistant Director Blachly stated that a special guest will light up the Christmas tree in the plaza.

##### **6.3 Report on the Gymnastics Program by Recreation Coordinator Jenny Vivenzi**

Recreation Coordinator Jenny Vivenzi presented on the gymnastics program that is offered in eight week sessions. A session is offered once a week for 50 minutes of instruction time. Studies reveal that gymnastics offers many benefits for the participant such as cognitive skill development, and helps with school academics, physical, emotional and social skills. Commissioner DeHart asked that information be provided on gender and age of participants.

##### **6.4 Report on Get Out Get Fit Program by Recreation Supervisor Israel Tirado**

Recreation Supervisor Israel Tirado presented on the Get out Get Fit youth program. This year the program was offered as a fee based program and it was a success. This program operated as a collaborative effort with multiple non-profit organizations here in Watsonville and also in North County.

##### **6.5 Report on Youth Soccer Program and 2013 Summer Aquatics Program by Recreation Supervisor Jaime Jimenez**

Recreation Supervisor Jaime Jimenez reported on the youth soccer and Aquatics programs. The soccer season is offered twice a year during the Fall and Spring. The Aquatics program is offered in the Summer. Recreation Supervisor Jimenez provided statistics on both programs and Commissioners asked questions for clarification.

**6.6 Update on Establishment of Non-Profit for the Department by Commissioner Orozco**

Commissioner Orozco reported to the Commission the resignation of President Betty Regan and announced that she was elected as the new president. The non-profit organization has changed its name to, "Friends of Watsonville Parks and Community Services". Commissioner Rodriguez asked that the Commission be notified when an application is available to serve on the board.

**7.0 NEW BUSINESS**

None

**8.0 UNFINISHED BUSINESS**

None

**9.0 REPORTS**

**9.1 Director's Report**

Director Espinoza reported on the proposed establishment of a cell tower at Franich Park. The Planning Commission held a meeting in November and reviewed the application from AT&T Wireless regarding a special use permit to establish the cell tower. The Commission decided to continue the item to an undetermined date. AT&T will be working on establishing a community meeting to include residents and school officials from Ann Soldo School.

**10.0 ADJOURNMENT**

The next Commission meeting will be held on December 5, 2013



# Proclamation

**Sonia Nazario**

**Guest Speaker with *On the Same Page***

**November 14, 2013**

- WHEREAS, the Watsonville On the Same Page Committee will host the community's eighth annual community read event, a community-wide reading and book club program that encourages all our residents and high school students to read the same book; and
- WHEREAS, a project team, including a diverse group of business leaders, educators and community members, were inspired to develop an ongoing community-wide program with the support of After School Program's Family Literacy Project with the support from Migrant Education and George Ow; and
- WHEREAS, communities across the nation are selecting books, reading and discussing them as part of an effort to promote literacy and dialogue; and
- WHEREAS, the book chosen for this year's community read, Enrique's Journey written by Sonia Nazario recounts the unforgettable odyssey of a Honduran boy who braves unimaginable hardship and peril to reach his mother in the United States; and
- WHEREAS, members of the community are invited to read the book and initiate or participate in positive dialog regarding our own challenges in the community and how to improve student achievement; and
- WHEREAS, the vision of the project team is to use the insights and wisdom of Sonia Nazario through her book Enrique's Journey to inspire our youth with his story. Sonia Nazario is a graduate of Williams College, has a master's degree in Latin American Studies from the University of California, Berkley and honorary doctorates from Mount St. Mary's College and Whittier College. She began her career at the Wall Street Inn Journal, in 1993 joined the Los Angeles Times and is now working on her second book. In 1998 she was a Pulitzer Prize finalist for a series on children of drug addicted parents and in 1994, she won a George Polk Award for Local Reporting for a series about hunger among school children in California; and
- WHEREAS, the Watsonville community is honored to welcome Sonia Nazario to share her inspiring story of a Honduran boy's struggle to find his mother in the U.S. on Thursday, November 14, 2013 at the Henry J. Mello Center for the Performing Arts;

NOW, THEREFORE, I, Lowell Hurst, Mayor of the City of Watsonville do hereby proclaim November 14, 2013, Sonia Nazario Day in the City of Watsonville and congratulate her and the On the Same Page project team on their effort to promote literacy, leadership, education, and dialogue between local schools and families and commend them for providing positive and motivating experiences to improve education and empower parents, educators and students in the Pájaro Valley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Watsonville to be affixed this 14<sup>th</sup> day of November, two thousand and thirteen.

*Lowell Hurst*  
Lowell Hurst, Mayor



WATSONVILLE, CALIFORNIA