

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, 4th FLOOR, 6th LEVEL PARKING
WATSONVILLE, CALIFORNIA

INTERPRETATION SERVICES
Spanish language interpretation is available

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**CITY OF WATSONVILLE
REGULAR CITY COUNCIL**

December 9, 2014

City Council Chambers
275 Main Street, 4th Floor

4:00 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.

4:30 P.M.

1.0 ROLL CALL

4.0 CONSENT AGENDA

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

Public Input on any Consent Agenda Item

- 4.1 MOTION APPROVING MINUTES OF NOVEMBER 18, 2014
- 4.2 RESOLUTION APPROVING PLANS & SPECIFICATIONS & CALLING FOR BIDS FOR SCHOOL CROSSING UPGRADES PROJECT NO. ST-14-03 (ESTIMATED COST OF \$365,000 WILL INITIALLY BE FUNDED FROM STATE GAS TAX FUND & \$305,000 WILL BE REIMBURSED FROM SAFE ROUTES TO SCHOOL PROGRAM GRANT FUNDING) (Recommended by Public Works & Utilities Director Palmisano)
--Report
--Resolution
- 4.3 RESOLUTION ADOPTING & CONFIRMING CITY OF WATSONVILLE INVESTMENT POLICY FOR CALENDAR YEAR 2015 (Recommended by Administrative Services Director Vega)
--Report
--Resolution
- 4.4 RESOLUTION APPROVING ONE-YEAR AGREEMENT WITH JOHN E. ARRIAGA, INDIVIDUALLY & DBA J.E.A. & ASSOCIATES, FOR LEGISLATIVE SERVICES FROM JANUARY 1, 2015, THROUGH DECEMBER 31, 2015, AT

\$1,875 PER MONTH PLUS CHARGEABLE EXPENSES (Recommended by Assistant City Manager Tavantzis)

--Report

--Resolution

4.5 RESOLUTION APPROVING AFFILIATE AGREEMENT WITH CLUB UNIVERSIDAD NACIONAL A.C., AUTHORIZING CITY OF WATSONVILLE'S 2015 YOUTH SOCCER PROGRAM TO BECOME AN AFFILIATE OF THE CLUB PUMAS (Recommended by Parks & Community Services Director Espinoza)

--Report

--Resolution

4.6 RESOLUTION DECLARING CANVASS OF GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014 (Recommended by City Clerk Flores)

4.7 JOINT RESOLUTION OF THE CITY OF WATSONVILLE & THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE APPROVING A FIRST AMENDMENT TO THE THIRD LOAN AGREEMENT BETWEEN THE CITY & SUCCESSOR AGENCY UNDER HEALTH & SAFETY CODE SECTION 34173(H) (Recommended by Administrative Services Director Vega)

--Report

--Resolution

4.8 FINAL ORDINANCE AMENDING CHAPTER 37 (SMOKING CONTROL) OF TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE WATSONVILLE MUNICIPAL CODE RELATING TO SMOKING

4.9 MOTION AFFIRMING LOCAL APPOINTMENTS LIST FOR COMMISSIONS, BOARDS, & COMMITTEES (Recommended by City Clerk Flores)

4.10 MOTION APPROVING REGULAR CITY COUNCIL MEETINGS FOR CALENDAR YEAR 2015 (Recommended By City Clerk Flores)

5.0 ITEMS REMOVED FROM CONSENT AGENDA

9.0 REPORTS

9.1 WRITTEN REPORTS FROM CITY COUNCIL MEMBERS REGARDING CONFERENCE ATTENDANCE—As Required by AB 1234—**No Action Required**—Awhnee Annual Conference: for Local Elected Officials-Building Livable Communities: *From the Vision to the Ground—Making Smart Growth Pencil Out* (March 13-16, 2014—Yosemite) Council Members Hurst & Montesino

9.2 WRITTEN REPORTS FROM CITY COUNCIL MEMBERS REGARDING CONFERENCE ATTENDANCE—As Required by AB 1234—**No Action Required**—2014 League of California Cities Annual Conference (September 3-5, 2014—Los Angeles) Council Members Hurst and Montesino

3.0 PRESENTATIONS

3.1 PRESENTATION OF PLAQUE OF APPRECIATION TO OUTGOING CITY COUNCIL MEMBERS BY MAYOR CERVANTEZ:

**Council Member Montesino (District 4)
Council Member Dodge (District 5)**

3.2 OUTGOING COUNCIL MEMBERS' COMMENTS

6:30 P.M.

1.0 ROLL CALL

2.0 PLEDGE OF ALLEGIANCE

3.0 PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

3.3 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.)

3.4 REPORT OUT OF CLOSED SESSION

3.5 MAYOR'S CERTIFICATES OF APPRECIATION

3.6 PRESENTATION OF GAVEL TO MAYOR CERVANTEZ BY MAYOR PRO TEMPORE HERNANDEZ

3.7 OATHS OF OFFICE ADMINISTERED TO NEWLY-ELECTED CITY COUNCIL MEMBERS BY SANTA CRUZ SUPERIOR COURT JUDGE MORSE:

**Lowell Hurst (District 3)
Jimmy Dutra (District 4)
Rebecca J. Garcia (District 5)
Dr. Nancy Bilicich (District 7)**

3.8 OATHS OF OFFICE ADMINISTERED BY SANTA CRUZ SUPERIOR COURT JUDGE MORSE TO MAYOR BILICICH & MAYOR PRO TEMPORE HERNANDEZ APPOINTED BY VIRTUE OF SECTION 500 OF THE CHARTER OF THE CITY OF WATSONVILLE

3.9 COMMENTS FROM NEW MAYOR

3.10 COMMENTS FROM NEW MAYOR PRO TEMPORE

3.11 NEW COUNCIL MEMBERS' COMMENTS

3.12 COMMENTS FROM CITY COUNCIL MEMBERS

10.1 REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

10.2 EMERGENCY ITEMS ADDED TO AGENDA

10.3 INFORMATION ITEMS—Written Report(s) Only

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

11.0 ADJOURNMENT

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

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

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



4:00 P.M.

City Council Chambers
275 Main Street, 4th Floor

Regular Adjourned Special Meeting of December 9, 2014
[Date]

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

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Government Code § 54956.8)

1. Properties: 617 Buena Vista Drive (APN: 049-471-05)
Negotiating parties: Chuck Allen (City)
Sean Pate (Sereno Group)
Under Negotiation: Price and terms of payment

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

B. 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)

Dated: Wednesday, December 03, 2014

Prepared by: _____

Alan J. Smith, City Attorney

UNADOPTED

MINUTES REGULAR CITY COUNCIL MEETING

November 18, 2014

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

CONTENTS

| | | | |
|------|--|------|------------------------------------|
| | <u>5:30 P.M. Session</u> | | |
| 10.0 | Closed Session | 4.6 | Reso 151-14 Science Workshop Grant |
| | <u>6:35 P.M. City Council Meeting</u> | 4.7 | Motion Approve Food for Fines |
| 1.0 | Roll Call | 5.0 | Items Removed |
| 2.0 | Pledge of Allegiance | | 4.4 Reso 152-14 Fiber Optic C.O.3 |
| 3.1 | Oral Communications | | 4.5 Reso 153-14 YWCA Lease |
| 3.2 | Report out of Closed Session | 6.1 | Smoking Ordinance Introduction |
| 3.3 | Fire Museum Donation Presentation | 9.1 | PVWMA BMP Update |
| 3.4 | Fiestas Patrias Presentation | 9.2 | Solid Waste Services Presentation |
| 4.1 | Motion Approve Minutes | 10.2 | Information Items |
| 4.2 | Reso 149-14 Reject Claim Props | | (a) Report of Disbursements |
| 4.3 | Reso 150-14 Well 8 Project | | (b) Miscellaneous Documents |
| 4.4 | Item Removed. See 5.0. | 11.0 | Adjournment |
| 4.5 | Item Removed. See 5.0. | | |

5:30 P.M.

10.0 CLOSED SESSION

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

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

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Government Code Section 54956.9)

- 1. Pending litigation pursuant to subdivision (d)(1):
 - a) Name of case: Friends of Buena Vista, Watsonville Pilots Association, and Sierra Club v. City of Watsonville — Santa Cruz Superior Court (Case No. CV176416) filed March 8, 2013

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

(Government Code Section 54956.9)

- 1. Anticipated litigation pursuant to subdivision (e)(3):

- a) Claimant: PROPS WVI Inc.; PROPS WVI Inc., dba
 Props; Andrew Crocker dba Props; PROPS
 WVI Inc., dba Props Restaurant
 Agency claimed against: City of Watsonville

ADDENDUM TO CLOSED SESSION AGENDA

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Government Code Section 54956.9)

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

- b) Name of case: Watsonville Pilots Association v. City of Watsonville — Santa Cruz Superior Court (Case No. CV179942)

6:35 P.M.

1.0 ROLL CALL

Mayor Pro Tempore Hernandez and Council Members Bilicich, Coffman-Gomez, Dodge (arrived at 6:42 pm), Hurst, and Montesino were present. Mayor Cervantez was absent.

Staff members present were City Manager Palacios, City Attorney Smith, City Clerk Vázquez Flores, Assistant City Manager Tavantzis, Public Works & Utilities Director Palmisano, Interim Fire Chief Barreto, 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, Deputy Police Chief McCartney, Deputy Police Chief Traub, Division Fire Chief Martin Del Campo, Division Fire Chief Ryan, Police Lt. Zamora, Solid Waste Division Manager Gordo, Deputy City Clerk Ortiz, and Interpreter Vázquez-Quintero.

2.0 PLEDGE OF ALLEGIANCE

3.0 PRESENTATIONS & ORAL COMMUNICATIONS (Continued)

3.1 ORAL COMMUNICATIONS FROM THE PUBLIC & CITY COUNCIL

Marilynn Garret, Retired PVUSD Teacher, urged the public and Council to stop exposure to microwave radiation as it posed a threat to people's health. She read a letter to Council regarding the effects of microwave radiation (submitted letters to Council).

Assistant Parks & Community Services Director Blachly spoke about the work the City was doing to decorate the Plaza for the Holidays. He invited the public to participate in the Holiday Decorating Competition sponsored by the Beautification Committee and the City.

Member Bilicich thanked everyone who attended the Pájaro Valley Health Trust's Wine and Roses event. She spoke about several events she attended over the previous weeks. She thanked the Parks & Community Services Department for acquiring a Christmas tree for the Plaza.

Member Hurst announced that he had been away because he had attended a dedication event for his aunt Cleo who had turned 100 years old. He spoke about the success of the Wine and Roses event and the Veterans Day Celebration and said he regretted not being able to attend those events.

Member Dodge spoke about his attendance at the Wine and Roses event and its success. He also spoke about his attendance at the event dedicated to the naming of a portion of HWY 129 after Oscar Rios. He thanked the community for supporting him over the years.

Member Coffman-Gomez thanked Council Members Montesino and Dodge for their work on the Council over the years. She spoke about contract negotiations and the strike at Watsonville Community Hospital and its effects on the community. She stated she would like to start conversations on how CalPERS will change over the next few years and the effects it would have on the City. She spoke about the success local agencies were having with providing shelters for homeless veterans.

Mayor Pro Tempore Hernandez spoke about his attendance at the Oscar Rios Highway Ceremony and Reception. He spoke about several events he attended over the previous weeks and invited the public to several community events. He encouraged the public to shop local.

3.2 REPORT OUT OF CLOSED SESSION

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

BEAUTIFICATION COMMITTEE AWARDS

HOUSE & GARDEN AWARDS

| | | |
|---|-------------------|--------------------------------|
| --Efren & Rosalina Sotelo 100 Amber Court | July 2014 | District 3 Lowell Hurst |
| --Scott & Ginny Taylor 801 Virginia Street | August 2014 | District 7 Nancy Bilicich |
| --Hilda Rodriguez 227 East Lake Avenue | September 2014 | District 2 Karina Cervantez |
| --Esther Campos 494 Suncrest Way | October 2014 | District 7 Nancy Bilicich |
| --Erik Johnson 755 Washington Street | November 2014 | District 7 Nancy Bilicich |

COMMERCIAL BUSINESS AWARDS

| | | |
|---|-------------------|----------------------------|
| --First Baptist Church Pastor Allen Barnes 101 Madison Street | September 2014 | District 5 Daniel Dodge |
|---|-------------------|----------------------------|

- 3.3 PRESENTATION BY FREEDOM ROTARY, WATSONVILLE ROTARY, & WATSONVILLE FIREFIGHTERS ASSOCIATION OF DONATION TO THE CITY FOR THE FIRE MUSEUM PROJECT
- 3.4 PRESENTATION BY OSCAR RIOS REGARDING FIESTAS PATRIAS CELEBRATIONS
- 4.0 CONSENT AGENDA

Public Input on any Consent Agenda Item (None)

At Member Dodge's request Mayor Pro Tempore Hernandez removed Item 4.4 from Consent Agenda and placed it under Item 5.0.

At Member Bilicich's request Mayor Pro Tempore Hernandez removed Item 4.5 from Consent Agenda and placed it under Item 5.0.

MOTION: It was moved by Member Hurst, seconded by Member Montesino, and carried by the following vote to approve Consent Agenda Items 4.1 through 4.3, 4.6, and 4.7:

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

- 4.1 MOTION APPROVING MINUTES OF OCTOBER 28, 2014
- 4.2 RESOLUTION NO. 149-14 (CM):
RESOLUTION REJECTING CLAIM OF PROPS WVI INC., PROPS WVI INC., DBA PROPS; ANDREW CROCKER DBA PROPS; AND PROPS WVI INC., DBA PROPS RESTAURANT FOR DAMAGES (Date of Occurrence: Within the past six-months and/or one-year from October 15, 2014)
- 4.3 RESOLUTION NO. 150-14 (CM):
RESOLUTION AWARING \$176,407 BID TO DUFOUR, INCORPORATED, DBA CENTRAL ELECTRIC COMPANY, FOR THE WELL 8 EMERGENCY POWER, PROJECT NO. W-14-02 (FUNDED FROM THE WATER ENTERPRISE FUND)
- 4.4 ITEM REMOVED. SEE 5.0.
- 4.5 ITEM REMOVED. SEE 5.0.
- 4.6 RESOLUTION NO. 151-14 (CM):
RESOLUTION ACCEPTING TWO-YEAR \$50,000 GRANT FROM THE DAVID AND LUCILLE PACKARD FOUNDATION FOR ENVIRONMENTAL SCIENCE WORKSHOP PROGRAMS FOR 2014-2015 & 2015-2016 SCHOOL YEARS; & APPROPRIATING SUCH FUNDS TO THE GRANT BUDGET
- 4.7 MOTION APPROVING LIBRARY'S FOOD FOR FINES DRIVE TO BE OFFERED IN CONJUNCTION WITH THE SECOND HARVEST FOOD BANK'S HOLIDAY FOOD

DRIVE DURING THE PERIOD FROM DECEMBER 1, 2014 THROUGH DECEMBER 13, 2014

5.0 ITEMS REMOVED FROM CONSENT AGENDA

In answering Member Dodge, Public Works and Utilities Director Palmisano explained what the Fiber Optics Project was and the reasoning for pursuing the project. He spoke about the specifications of the project and capacity for selling/leasing portion of the network. He added that there were no cities nearby that had similar projects.

Public Works and Utilities Director Palmisano answered questions from Member Coffman-Gomez regarding vulnerability of the fiber cables, repairs, phases, and potential solutions to the vulnerability.

**4.4 RESOLUTION NO. 152-14 (CM):
RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER 3 WITH ALL PHASE EXCAVATING & CONSTRUCTION INC., FOR CITYWIDE FIBER OPTIC PROJECT, PHASE 2, PROJECT NO. ST-14-02, INCREASING THE SCOPE OF WORK IN AN AMOUNT NOT TO EXCEED \$20,420; & AUTHORIZING A \$12,820 BUDGET APPROPRIATION FROM THE SEWER ENTERPRISE FUND**

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

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

Parks & Community Services Director Espinoza and Leticia Mendoza, Executive Director of YWCA, answered questions from Member Bilicich regarding staffing levels at the lease site, services offered, and partnerships.

YWCA Executive Director Mendoza invited the Council to the YWCA 85th Anniversary.

Parks & Community Services Director Espinoza answered questions from Member Coffman-Gomez regarding maintenance to the Marinovich building.

**4.5 RESOLUTION NO. 153-14 (CM):
RESOLUTION APPROVING THREE-YEAR LEASE WITH YWCA OF WATSONVILLE FOR USE OF CITY OWNED PROPERTY LOCATED AT 118 SECOND STREET, WATSONVILLE (MARINOVICH PARK), FOR A CHILD CARE FACILITY COMMENCING ON JANUARY 1, 2015, & ENDING DECEMBER 31, 2017**

MOTION: It was moved by Member Montesino, seconded by Member Hurst, and carried by the following vote that Consent Agenda Item 4.5 be approved:

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

Member Montesino requested that Item 6.1 be considered before Items under 9.0. to hear the public who was in the audience to speak on Item 6.1.

6.0 PUBLIC HEARINGS, ORDINANCES, & APPEALS

6.1 RE-CONSIDERATION OF ORDINANCE AMENDING CHAPTER 37 (SMOKING CONTROL) OF TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE WATSONVILLE MUNICIPAL CODE TO AMEND DEFINITIONS OF "SMOKE/SMOKING"

(a) Staff Report

The report was given by Police Lieutenant Zamora and Andrea Silva Solano, Santa Cruz County Health Services Agency.

(b) City Council Questions

City Manager Palacios, in answering Member Coffman-Gomez, stated the ordinance was being reintroduced because there were significant modifications made to the definitions introduced on September 28, 2014. Police Lieutenant Zamora answered questions from Member Coffman-Gomez regarding reasons for modifying the ordinance.

(c) Public Hearing

Mayor Pro Tempore Hernandez opened the public hearing.

Lorena Ramos, Health Educator at Santa Cruz County Health Services Agency, thanked Council for considering changes to the smoking ordinance.

Fernando Lopez, Muévelo and Tobacco Coalition Member, thanked Council for updating the smoking ordinance to include electronic cigarettes.

Andres Ramirez thanked Council for helping implement restrictions on electronic cigarettes.

Gabriel Gonzalez, Muévelo President, asked Council to continue with their work to restrict drug use in Watsonville.

Jesus, Watsonville High School student, stated tobacco adversely affected health of youth.

After seeing no one else approach the podium, Mayor Pro Tempore Hernandez closed the public hearing.

(d) City Council Discussion

Member Hurst stated that the new ordinance would restrict the use and sale of electronic cigarettes and not ban the use of them.

City Attorney Smith, in answering Member Dodge, stated that permits to sell electronic cigarettes would be subject to the smoking ordinance.

(e) **INTRODUCTION OF ORDINANCE AMENDING CHAPTER 37 (SMOKING CONTROL) OF TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE WATSONVILLE MUNICIPAL CODE RELATING TO SMOKING**

MOTION: It was moved by Member Montesino, seconded by Member Coffman-Gomez, and carried by the following vote to introduce the above ordinance (e):

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

9.0 REPORTS & PRESENTATIONS

9.1 PÁJARO VALLEY WATER MANAGEMENT AGENCY PRESENTATION REGARDING THE BASIN MANAGEMENT PLAN—No Action Required

(a) **Oral Report**

The report was given by PVWMA General Manager Mary Bannister and PVWMA Director Dave Cavanaugh

(b) **City Council Questions**

General Manager Bannister answered questions from Member Coffman-Gomez regarding water use, rainfall, reuse of water, funding for projects, education, and conservation efforts.

Director Cavanaugh and General Manager Bannister answered questions from Member Bilicich regarding agricultural overwatering and efforts to limit it, possibility of desalination, and conservation of water.

Member Dodge stated he would like more attention to the potential flooding of the Corralitos Creek area.

General Manager Bannister answered questions from Mayor Pro Tempore Hernandez regarding the new technology being introduced to farming and water conservation.

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

9.2 REPORT REGARDING SERVICES PROVIDED BY SOLID WASTE DIVISION TO THE COMMUNITY—No Action Required

(a) **Oral Report**

The report was given by Solid Waste Division Manager Gordo.

(b) **City Council Questions**

Member Dodge made Solid Waste Division Manager Gordo aware of misspellings to City streets. Solid Waste Division Manager Gordo answered questions from Member Dodge regarding graffiti abatement, the Municipal Services Center, challenges of street sweeping, and parking restrictions.

Solid Waste Division Manager Gordo answered questions from Member Coffman-Gomez regarding the landfill, recycling, homeless camps in the City, street repairs, and signage.

Member Dodge spoke about issues with dealing with graffiti and street sweeping.

Public Works & Utilities Director Palmisano and Solid Waste Division Manager Gordo answered questions from Member Bilicich regarding planned projects, process for implementing parking restrictions, the reasons City streets have different parking restrictions, and how the Public Works & Utilities Department deals with residents obstructing street sweepers.

(c) Public Input (None)

10.1 EMERGENCY ITEMS ADDED TO AGENDA (None)

10.2 INFORMATION ITEMS—Written Report(s) Only

(a) Report of Disbursements

(b) Miscellaneous Documents

11.0 ADJOURNMENT

The meeting adjourned at 9:35 P.M.

Felipe Hernandez, Mayor Pro Tempore

ATTEST:

Beatriz Vázquez Flores, City Clerk

City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M



DATE: November 6, 2014

TO: Carlos J. Palacios, City Manager

FROM: Steve Palmisano, Director of Public Works and Utilities
 Natalie Diaz, Assistant Engineer

SUBJECT: Approval of Plans and Specifications and Calling for Bids for the School Crossing Upgrades Project, Project No. ST-14-03.

Carlos J. Palacios

APPROVED
 By Steve Palmisano at 11:50 am, Dec 02, 2014

AGENDA ITEM: December 9, 2014 **City Council**

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving plans and specifications and a call for bids for the School Crossing Upgrades Project, Project No ST-14-03.

DISCUSSION:

Staff has prepared plans and specifications to upgrade 31 intersection locations adjacent to thirteen middle and elementary schools throughout the city. The project will include the installation of curb ramps to ensure Americans with Disabilities Act (ADA) compliance, accessible pedestrian crossings, traffic striping and markings, and the replacement of signs. Upgrading city intersections near schools will increase safety and awareness of pedestrians and motorists.

The City received state grant funds in the amount of \$305,000 for this project. The engineer's estimate for the project is \$365,000. Bid opening and award of a construction contract are anticipated to take place in January 2015.

STRATEGIC PLAN:

This action is consistent with the strategic plan goal of improving infrastructure.

FINANCIAL IMPACT:

The engineer's estimate for the School Crossing Upgrades Project is \$365,000. The project will initially be funded by the Gas Tax fund, and \$305,000 of the project cost will be reimbursed to the City through a State grant from the Safe Routes to School Program (SR2S). This project is included in the Capital Improvement Projects in the City's adopted budget.

ALTERNATIVES:

City Council may decide not to approve the plans and specifications and not issue a call for bids for the project.

ATTACHMENTS:

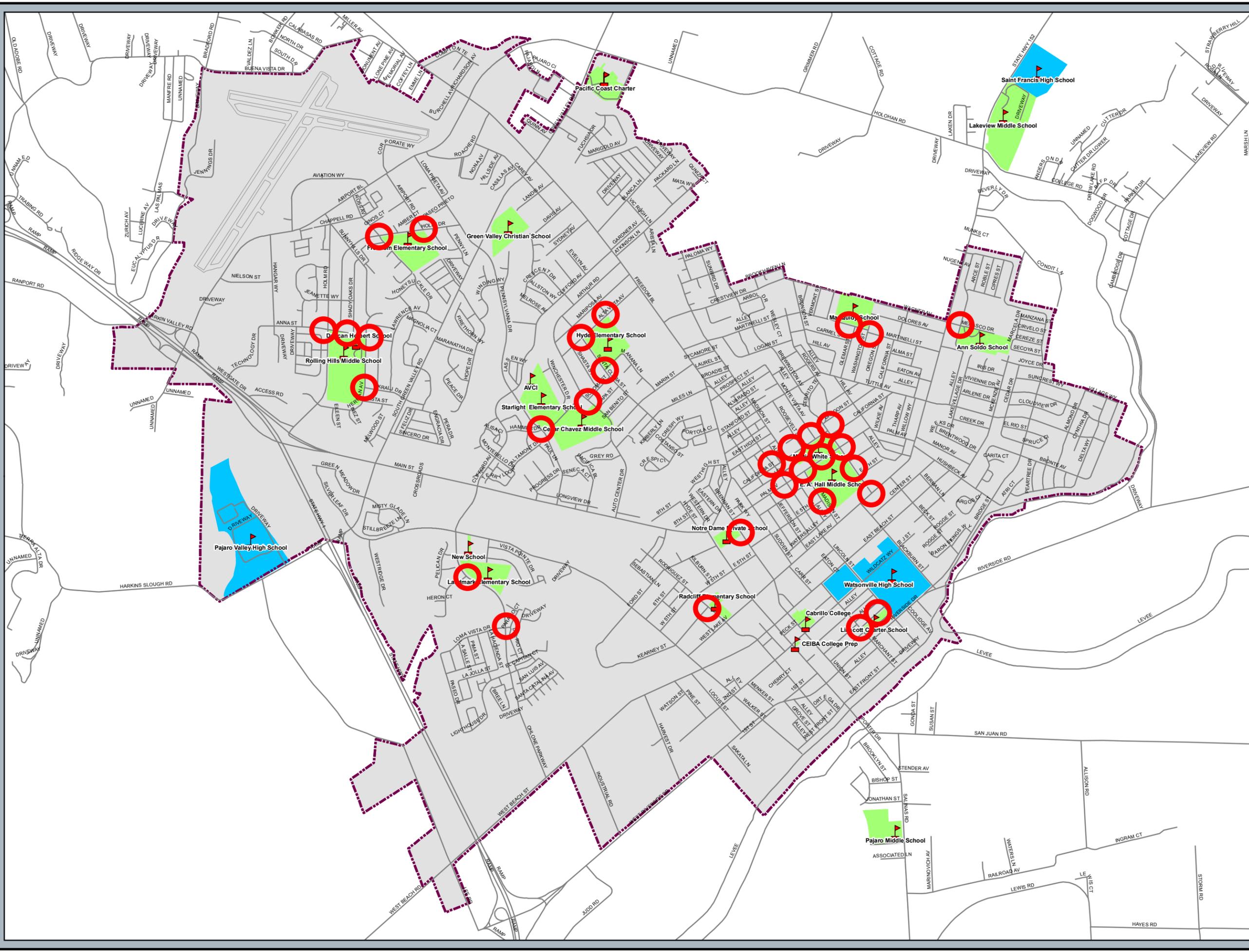
1. Locations List and Map

cc: City Attorney

School Crossing Upgrades Project
Project No.ST-14-03
Improvement Locations List

NOTE: See Att. School Locations for map including all locations circled in red

| Location | Affected School(s) | Street | Cross Street |
|----------|---------------------|-----------------|-----------------------------|
| 1 | Ann Soldo | Wagner Ave | Vista Montana Drive |
| 2 | C Chavez | Arthur Rd | Sonoma St |
| 3 | E.A Hall | Brewington Ave | E. Lake (SR 152) |
| 4 | E.A Hall | Brewington Ave | Orchard St |
| 5 | E.A Hall | Madison St | E. Fifth St |
| 6 | E.A. Hall/ M White | Brewington Ave | Palm Ave |
| 7 | E.A. Hall/ M White | Palm Ave | Lincoln St |
| 8 | E.A. Hall/ M White | Palm Ave | Madison St |
| 9 | E.A. Hall/ M White | Palm Ave | midblock Brewington/Madison |
| 10 | Freedom | Holly Dr | Airport Rd |
| 11 | Freedom | Holly Dr | Ross Ave |
| 12 | H. A. Hyde | Alta Vista Ave | Marilyn St |
| 13 | H. A. Hyde | Alta Vista Ave | Sta Clara St |
| 14 | H. A. Hyde | Sta Clara St | Manana Lane |
| 15 | Landmark | Ohlone Parkway | Kingfisher Dr |
| 16 | Landmark | Ohlone Parkway | Loma Vista Dr |
| 17 | Linscott | Elm St | Marchant St |
| 18 | Linscott | Elm St | midblock Marchant /Lincoln |
| 19 | M White | California St | Brewington Ave |
| 20 | M White | California St | Lincoln St |
| 21 | M White | California St | Monte Vista Ave |
| 22 | M White | California St | Roosevelt St |
| 23 | Moreland Notre Dame | Brennan St | midblock E 5th/Palm |
| 24 | Radcliff | Rodriguez St | Kearney St |
| 25 | Rolling Hills | Anna St | Herman Ave |
| 26 | Rolling Hills | Anna St | Holm Rd |
| 27 | Rolling Hills | Anna St | Shady Oaks Dr |
| 28 | Rolling Hills | Herman Ave | Kralj Dr |
| 29 | Starlight | Pennsylvania Dr | Hammer Dr |
| 30 | T. S. MacQuiddy | Martinelli St | midblock Washington/Glemar |
| 31 | T. S. MacQuiddy | Martinelli St | Washington St |



School Locations



City of Watsonville

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

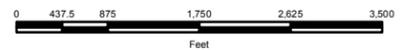
Prepared by Watsonville GIS Center 6/27/2011 (PWKS0625).
 This Document is a graphic representation using the best currently available sources.
 The City of Watsonville assumes no responsibility for any errors.

Legend

-  School
-  Street
-  High School
-  K-8 School
-  Parcel
-  Watsonville City Limit



1 inch = 1,750 feet



Attachment 1
 Page 2 of 2



RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING PLANS AND SPECIFICATIONS AND CALLING FOR BIDS FOR THE SCHOOL CROSSING UPGRADES PROJECT, NO. ST-14-03, (ESTIMATED COST OF \$365,000 WILL INITIALLY BE FUNDED FROM STATE GAS TAX FUND AND \$305,000 WILL BE REIMBURSED FROM SAFE ROUTES TO SCHOOL PROGRAM GRANT FUNDING)

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

1. That the plans and specifications for the School Crossing Upgrades Project, No. ST-14-03, 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 Monday, January 12, 2015, 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.

**City of Watsonville
Finance Department**

M E M O R A N D U M



DATE: November 18, 2014 *Carlos J. Palacios*

TO: Carlos J. Palacios, City Manager

FROM: Ezequiel Vega, Administrative Services Director

SUBJECT: Resolution Adopting the City of Watsonville Investment Policy for Calendar Year 2015

AGENDA ITEM: December 9, 2014 **City Council**

RECOMMENDATION:

It is recommended that the City Council Approve a Resolution Adopting the Calendar Year 2015 City of Watsonville Investment Policy.

DISCUSSION:

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 10, 2013. No changes have been made to this policy since its last adoption.

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.

STRATEGIC PLAN:

The recommendation supports the principles used to develop the 2014-15 Strategic Plan by focusing in the most effective utilization of resources.

FINANCIAL IMPACT: None

ALTERNATIVES:

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

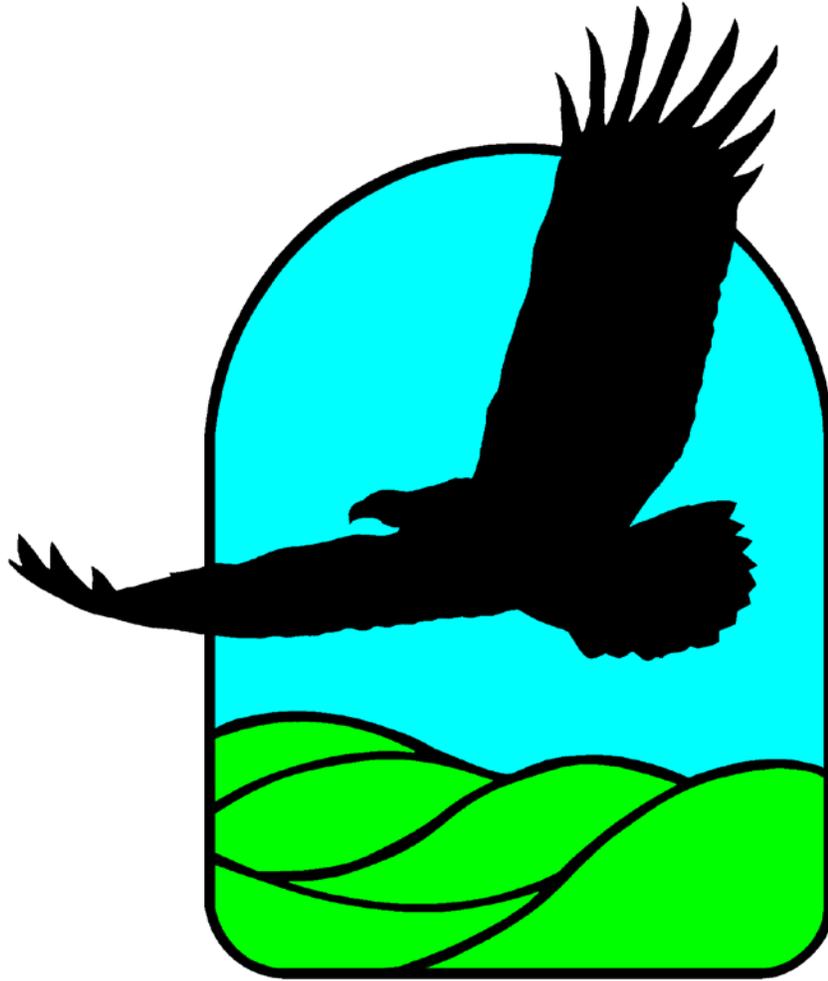
RESOLUTION NO. _____(CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADOPTING AND CONFIRMING THE CITY OF WATSONVILLE INVESTMENT POLICY FOR CALENDAR YEAR 2015

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 2015, 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, 2015 to December 31, 2015.

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 2015.



CITY OF WATSONVILLE
INVESTMENT POLICY FOR CALENDAR YEAR 2015

CITY OF WATSONVILLE

INVESTMENT POLICY

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), 167-13(cm)

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

M E M O R A N D U M



DATE: November 19, 2014 *Carlos J. Palacios*

TO: Carlos J. Palacios, City Manager

FROM: Marcela Tavantzis, Assistant City Manager

SUBJECT: Agreement with J.E.A. & Associates for Legislative Services for 2015

AGENDA ITEM: December 9, 2014 **City Council**

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 2015 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. In 2015 City staff will be working with Mr. Arriaga on the priorities for the Water Bond, to include Chromium 6 treatment.

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

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, 2015, THROUGH DECEMBER 31, 2015, 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, 2015, through December 31, 2015, 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 1st day of January, 2015, 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, 2015, through December 31, 2015, 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

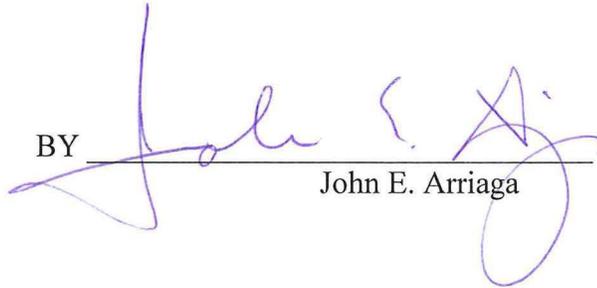
WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

BY _____
City Manager

CONSULTANT

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.
10. Assist the City in the procurement of funds from the newly approved Water Bond.

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
Parks and Community Services Department

M E M O R A N D U M



DATE: November 19, 2014 *Carlos J. Palacios*

TO: Carlos J. Palacios, City Manager

FROM: Ana Espinoza, Parks and Community Services Director *Ana Espinoza*
Brad Blachly, Assistant Director
Jaime Jimenez, Recreation Supervisor

SUBJECT: Approve the Agreement with Club de Universidad Nacional A.C. to renew the affiliation with Mexico's soccer club, Pumas.

AGENDA ITEM: December 9, 2014 **City Council**

RECOMMENDATION:

It is the recommendation that the City Council approve the *agreement between the City of Watsonville and the Club de Universidad Nacional A.C.* authorizing the City of Watsonville youth soccer program to renew its affiliation with Club Pumas. The current agreement with Club de Universidad Nacional A.C., which was approved by the City Council on November 12, 2013, expires on January 1, 2015.

DISCUSSION:

Pumas was originally an amateur club composed of college students from the Universidad Nacional Autónoma de México and then became a professional team. Since its founding, Pumas has evolved into one of the more popular Mexican teams and has gained an international following. Pumas have won five (5) professional division championships in México. Their home was a site for the 1968 Summer Olympics and their uniforms colors were selected as a tribute to the University of Norte Dame, whose football coaches helped to develop an American-style football team at the Universidad Nacional Autónoma de México. The term for the renewal is one year beginning January 1, 2015. As a result of the affiliation, the youth soccer program has experienced an increase in participant registrations and volunteer soccer coaches. In addition, the affiliation has increased the credibility and popularity of our youth soccer program.

Benefits of Being an Affiliate:

By being an affiliate with Pumas in 2014, the City youth soccer program has received:

- permission to use Pumas trademarks and intellectual property including, but not limited to the Pumas logos, consisting of the stylized puma head, the mascot commonly known as “Goyo”, the work “Pumas”, and the University Pumas symbol;
- access to soccer training courses for volunteers to work on soccer fundamentals and concepts and training as it relates to the sport; and
- permission to use Pumas club logo on City youth soccer league uniforms; and permission to sell Pumas products and retain the profit.

Youth soccer program staff members have had conversations with current volunteer soccer coaches and players about this affiliation and the response has been positive. The general sentiment of the players and coaches is that this affiliation has been positive for the program.

Impact of Continued Affiliation on the City Youth Soccer Program

During the first year of the affiliation, the City’s youth soccer program has seen the following benefits:

- enhanced reputation and credibility of the City youth soccer league;
- increased number of participants with an additional 150 registrations;
- increased number of gender specific divisions such as girls U8 and U10;
- increased number of teams in the boys’ U8 division from four to six;
- increased number of registered volunteer soccer coaches (a program high of 24) and team parents;
- increased revenue in the amount of \$10,500 due to increased participation;
- stimulated opportunities for competitive soccer in the area;
- increased competitive playing opportunities during the summer and winter seasons;
- became a sanctioned member of US Club Soccer;
- raised awareness for recreation activities; and
- raised awareness of support needed for the renovation of the Ramsay Park soccer field.

The youth soccer program is a vital program as it provides opportunities for youth to learn new soccer skills, improve their level of fitness, learn the value of teamwork, make new friends and learn the value of good sportsmanship.

STRATEGIC PLAN:

The youth soccer program is aligned with the City Council’s goal of increasing public safety by providing positive recreational experiences for youth and adults.

FINANCIAL IMPACT:

The cost of continuing the affiliation is \$7,000 for one year. The current affiliation has increased participation significantly. Comparing the numbers from summer to fall 2013 to 2014, we have experienced over 150 additional participants. The additional revenue will cover the affiliation renewal and any additional program costs due to the increased enrollment.

ALTERNATIVES:

The City Council may choose not to approve the *Agreement between the City of Watsonville and the Club de Universidad Nacional A.C.* authorizing the City of Watsonville youth soccer program to continue as an affiliate of the club Pumas.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING AFFILIATE AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND CLUB UNIVERSIDAD NACIONAL A.C., AUTHORIZING THE CITY OF WATSONVILLE'S 2015 YOUTH SOCCER PROGRAM TO BECOME AN AFFILIATE OF THE CLUB PUMAS, 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 Agreement between the City of Watsonville and Club Universidad Nacional A.C., authorizing the City of Watsonville's 2015 Youth Soccer Program to become an affiliate of the club Pumas, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

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

AFFILIATE AGREEMENT (THIS "AGREEMENT") ENTERED INTO BETWEEN "CLUB UNIVERSIDAD NATIONAL A.C." REFERRED TO HEREIN AS "CLUB" REPRESENTED HEREIN BY LIC. MANUEL ALCOGER CASTELAZO AND THE CITY OF WATSONVILLE ACTING THROUGH THE DEPARTMENT OF PARKS AND COMMUNITY SERVICES HEREINAFTER REFERRED TO THE "AFFILIATE" AND REPRESENTED HEREIN BY CARLOS PALACIOS.

REPRESENTATIONS

I. The CLUB represents that:

I.1. It is an Association Civil organized and existing under the laws of México as set forth in public deed number 162,394 dated July 5, 1977 as witnessed by Francisco Lozano Noriega and Tomas Lozano Molina, Notaries Public 10 and 87 of Mexico City.

I.2. Its corporate purpose includes the promotion, organization, administration, development, operation and practice of sports clubs and teams of various sports including soccer.

I.3. Its representative has the necessary authority to execute this Agreement and obligate the CLUB in accordance with terms hereof as evidenced by public deed number 96298 dated January 7, 2014 issued by Jorge Alfredo Domínguez Martínez, Notary Public No. 140 for the Federal District, which as of the date hereof has not been modified and remains in full force and effect.

I.4. In carrying out its corporate purpose, it has acquired and/or developed specialized knowledge regarding the instruction and practice of soccer, and for this reason, it has the capacity to provide consultations and sports clinics to groups or institutions dedicated to the instruction and practice of this sport.

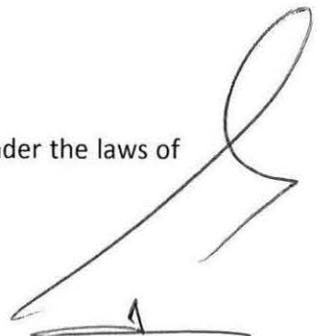
I.5. It is affiliated with the Federación Mexicana de Fútbol Asociación, A.C. (Mexican Federation of Soccer Associations).

I.6. It is domiciled at Totonacas No. 560, Colonia Ajusco, Postal Code 04300, Delegación Coyoacán, Mexico City, Federal District.

I.7. It holds a license to use the name "PUMAS" as well as the logo consisting of the stylized puma head.

II. The AFFILIATE represents that:

II.1. It is a charter city and municipal corporation organized and existing under the laws of the State of California.

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II.2 It has the technical, economic and human resources as well as the sporting facilities and experience necessary to fulfill its obligations hereunder for the acquisition, administration and management of an affiliate of the CLUB.

II.3 It is currently not subject to any civil litigation or judicial proceeding before any state or federal court or any administrative body that could have a material adverse effect on its financial condition, its operations or its assets.

II.4 It desires to enter into this Agreement with the "CLUB" for the purpose of obtaining the authorization to form and operate an affiliate of the "CLUB" in accordance with the terms hereof.

II.5. It is domiciled at the City of Watsonville Parks and Community Services Department, 275 Main Street Suite #400, Watsonville, CA 95076.

III. The Parties represents that:

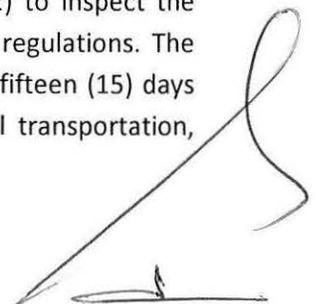
III.1. They agree with the contents of this Agreement and mutually recognize the legal representatives appearing on behalf of each party and as such agree as follows:

AGREEMENT

CLAUSE ONE. PURPOSE. - The purpose of this Agreement is to provide the authorization of the CLUB to the AFFILIATE to establish an affiliate of "Club Universidad Nacional, A.C." to be located at: City of Watsonville, Parks and Community Services Department, 275 Main Street Suite #400, Watsonville, CA 95076 and to authorize the AFFILIATE to use its registered trademarks and other intellectual property attached hereto as Annex 1 including, but not limited to, the stylized puma head, the university puma symbol, the word "Pumas", the mascot commonly known as "Goyo" all in return for an annual affiliation payment (the "Affiliation Payment") as described in Clause Three below.

CLAUSE TWO. AFFILIATE'S RIGHTS. - In light of the purpose stated in Clause One, the AFFILIATE shall acquire the following rights:

a) VISITS. - The CLUB will visit the AFFILIATE once a year for two purposes: 1) to evaluate the experience and abilities of players for possible recruitment by the CLUB and 2) to inspect the facilities of the AFFILIATE to ensure that such facilities comply with applicable regulations. The AFFILIATE will be obligated to schedule such annual visit with the CLUB at least fifteen (15) days prior to the date of such visit. The AFFILIATE will be responsible for paying all transportation, housing and meals during such visit.

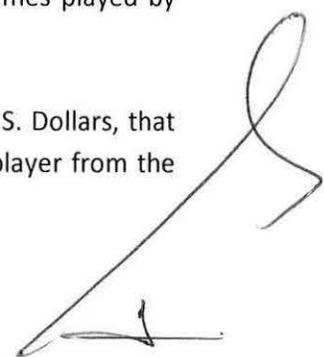
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Once an annual visit has been completed, the AFFILIATE will receive written notification from the CLUB no later than three (3) business days thereafter identifying those players selected for try-outs with the CLUB's Development Team (Fuerzas Basicas) at the CLUB's headquarters in Mexico City and the date of such try-out. The selected players are solely responsible for their travel expenses and documentation to the CLUB's headquarters in Mexico City. Lodging and meals will be provided by the CLUB. Players that perform satisfactorily at the try-out will be registered by the CLUB and will continue their development with the CLUB at no cost to the AFFILIATE.

Any player that participates in try-outs and other training sessions, practice games, physical conditioning and other training activities will be obligated to sign a liability waiver. In the event such player is a minor, such liability waiver shall be signed by such player's parent or legal guardian. Each player shall be solely responsible for any injury and/or physical or mental problem that may occur during such activities and relieves the CLUB and any of its Development Teams, as well as any and all coaches, employees and CLUB officials from any responsibility whatsoever. The Club accepts and authorizes the liability waiver agreement that Parks and Community Services Department use on their registration form to participants and including on writing that the liability waiver is extensive to the Club.

The CLUB will issue to the AFFILIATE a certificate of recognition for each player that is registered in the CLUB and will extend a document valid for:

1. The amount of N\$2,500 (Two Thousand Five Hundred Pesos) or an equivalent amount in U.S. Dollars, that will be credited against the following year's annual Affiliation Payment, for each player from the AFFILIATE that becomes registered in any of the CLUB's Development Teams (10 years old to 12 years old) and plays a minimum of fifty-one percent (51%) of the games played by such team.
2. The amount of N\$5,000 (Five Thousand Pesos) or an equivalent amount in U.S. Dollars, that will be credited against the following year's annual Affiliation Payment, for each player from the AFFILIATE that becomes registered in any of the CLUB's Development Teams (13 years old to 16 years old) and plays a minimum of fifty-one percent (51%) of the games played by such team.
3. The amount of N\$25,000 (Twenty Five Thousand Pesos) or an equivalent amount in U.S. Dollars, that will be credited against the following year's annual Affiliation Payment, for each player from the AFFILIATE that becomes registered in any of the CLUB's Under-17, Under-20 and Second Division teams and plays a minimum of fifty-one percent (51%) of the games played by such team.
4. The amount of N\$50,000 (Fifty Thousand Pesos) or an equivalent amount in U.S. Dollars, that will be credited against the following year's annual Affiliation Payment, for each player from the

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AFFILIATE that becomes registered in any of the CLUB's Ascenso MX and/or Liga MX teams and plays a minimum of fifty-one percent (51%) of the games played by such team.

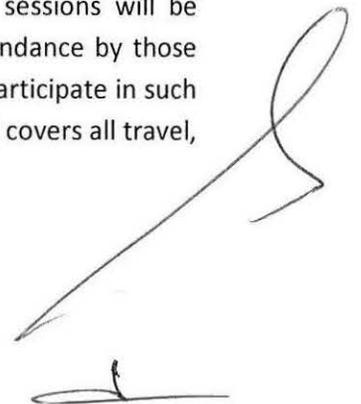
The CLUB will credit to the AFFILIATE the appropriate amount mentioned above for each player referred to the CLUB by the training staff of the AFFILIATE that becomes a registered member of any of the professional teams of the CLUB even if such player is not a member of the teams formed by the AFFILIATE.

The player development incentives listed above will be provided to the AFFILIATE subject to the fulfillment of the following conditions:

- I. The amounts will be credited only when this Agreement is renewed in accordance with Clause Seven below.
- II. The payment will be in one installment.
- III. The amounts will only correspond to the category in which the player is first registered and will not be subject to increase in the event a player is subsequently promoted to a higher level.
- IV. The AFFILIATE will be up to date with respect to all payments due to the CLUB.

In the event the AFFILIATE is dissolved and ceases to exist or the present Agreement is not renewed, the documents issued by the CLUB for each registered player will be cancelled and under no circumstances may they be transfers for a cash equivalent.

b) SPORTS ASSISTANCE.- Each year the CLUB will provide one training or refresher courses to the coaches of the AFFILIATE so that they work on soccer fundamentals and concepts; clinics on behalf of physical trainers; first aid preparation related to common soccer related injuries; workshops on proper taping techniques; workshops related to physical therapy and rehabilitation, nutrition and hydration and the prevention of injuries; training for teachers to orient parents and players regarding the child and adolescent emotional development by a psychologist of the CLUB. Such clinics and workshops will be given in Mexico City at the CLUB's facility commonly known as "La Cantera". The AFFILIATE will have the option to attend or designate representatives to attend; the number of representatives of the AFFILIATE entitled to attend such training sessions will be determined by the capacity of the facilities and the timely confirmation of attendance by those invited to attend. The AFFILIATE will have the authority to determine who shall participate in such clinics and may send the number of representatives it determines provided that it covers all travel, lodging and meals of such representatives.

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c) TRAINING MATERIALS.- In connection with the courses listed above, the CLUB will deliver the necessary technical information to improve the performance of the AFFILIATE including training control forms and forms for evaluating players and coaches as well as cards for evaluating players, formats for planning mini-cycles (weekly technical and physical training regimen) and macro-cycles (monthly technical and physical training plans).

All materials delivered to the AFFILATE by the CLUB are the copyrighted materials of the CLUB and, as such, the CLUB retains all rights thereto. The copying of such materials in whole or part without the express written permission of the CLUB is strictly prohibited.

d) VISITS TO "LA CANTERA".- Representatives of the AFFILIATE have the option to visit the CLUB's installations known as "La Cantera" at least one time per year. The AFFILIATE shall be responsible for all travel expenses associated with such visit. The AFFILIATE shall invite no more than forty (40) participants in order to provide the most attention to the participants.

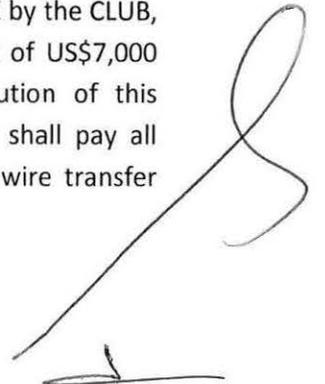
e) INTERACTION WITH OTHER AFFILIATES.- The AFFILIATE may attend meetings called by the CLUB with representative of other AFFILIATES the objective of which will include, but not be limited to, obtaining feedback on prior work; proposals for improvement and the organization of tournaments among affiliates (determination of site, organizational responsibilities, rules of competition, budgets for the tournament). The CLUB will be responsible for organizing the inter-affiliate tournament. The AFFILIATE will be responsible for covering all costs associated with attending such meetings.

f) CERTIFICATES.- The AFFILIATE will receive from the CLUB a certificate of recognition for any of the teams of the AFFILIATE that win the appropriate division of the inter-affiliate tournament.

g) SUPERVISION.- The CLUB will have the right to supervise the proper execution of the functions of the AFFILIATE directly by the Affiliates Manager or through the persons so designed by the Affiliates Manager and whose identities are subsequently communicated to the AFFILIATE.

In the event the CLUB detects any irregularities in the performance or development of the AFFILIATE, the AFFILIATE will have the obligation to correct such irregularities as soon as possible upon receipt of written notification from the CLUB to correct such problems. Should the AFFILIATE fail to correct such irregularities the CLUB will be entitled to terminate this Agreement in accordance with Clause Ten hereto.

CLAUSE THREE. PAYMENTS.- In consideration of the rights provided to the AFFILIATE by the CLUB, the AFFILIATE shall pay the CLUB annually the Affiliation Payment in the amount of US\$7,000 (Seven Thousand Dollars) which shall be paid immediately prior to the execution of this Agreement, unless otherwise agreed to in writing by the Parties. The AFFILIATE shall pay all amounts due to the CLUB via electronic bank transfer pursuant to the following wire transfer instructions:

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Bank: BBVA COMPASS
Beneficiary: Club Universidad Nacional A.C.
ABA: 114900313
Account No. 0080504072

CLAUSE FOUR. OBLIGATIONS OF THE AFFILIATE.- During the term of this Agreement, the AFFILIATE is obligated to perform the following:

a) UNIFORM USAGE. In the case of registered competitive players will only use the uniforms provided by the Club and the AFFILIATE shall use, on an exclusive basis, the game uniforms provided by the CLUB during all team activities. The uniforms used by the players, the coaching staff and other staff of the AFFILIATE must display the logos of the CLUB's official uniform supplier and its sponsors. The AFFILIATE expressly recognizes and agrees that the CLUB is the sole owner of the rights contemplated in this Clause and, as such, the AFFILIATE is expressly prohibited from entering into marketing agreements with different uniform manufacturers or suppliers other than the official sponsors and suppliers of the CLUB.

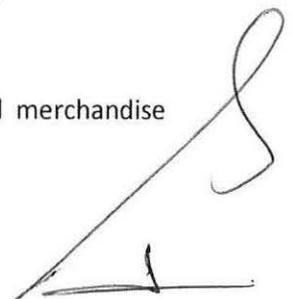
In the case of players registered for recreational activities in the affiliate, foregoing optional. The Recreational players can continue using the clothing provided by the City of Watsonville, Parks and Community Services Department with the authorization to incorporate the Club's Logos.

b) ACQUISITION OF UNIFORMS. The AFFILIATE will acquire all uniforms for players and the coaching staff exclusively from the CLUB through its Commercial Division (Gerencia Comercial).

The CLUB agrees to sell uniforms to the AFFILIATE at a special price along with shipping charges. The AFFILIATE may acquire from the CLUB the quantity of uniforms required by delivering to the CLUB a written request at least 45 days in advance and paying the corresponding amount in advance by carrying out an electronic bank transfer into the CLUB's account at the time the uniform request is made.

The products sold to the AFFILIATE by the CLUB may be resold to the general public provided that the price of such products does not exceed the prices established by the CLUB for sales to the general public. The CLUB will provide preferential pricing to players and prices for the sale of products to the general public. The AFFILIATE may only sell products acquired from the CLUB at its facilities and the sale of other products is strictly prohibited. In the event the AFFILIATE desires to sell other products it must first obtain the prior written consent of the CLUB. The CLUB's may refuse to sell uniforms to the AFFILIATE in the event the AFFILIATE has not paid any amounts due to the CLUB in a timely manner.

The AFFILIATE may put up a stand and/or a store where it can exhibit and sell merchandise previously acquired from the CLUB at its facilities.

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c) INSTALLATIONS.- The AFFILIATE will provide the necessary sports installations such as soccer fields, natural grass preferred but, if unavailable, dirt field is acceptable. Each field shall meet the minimum required measurements, for the carrying out of training sessions of its teams and the playing of tournament matches in which it participates, as well as an area for medical services or a physician to attend to any injuries.

d) PERMITS AND LICENSES.- The AFFILIATE shall obtain and maintains all permits and/or licenses required by municipal, state and federal authorities that are required to legally operate.

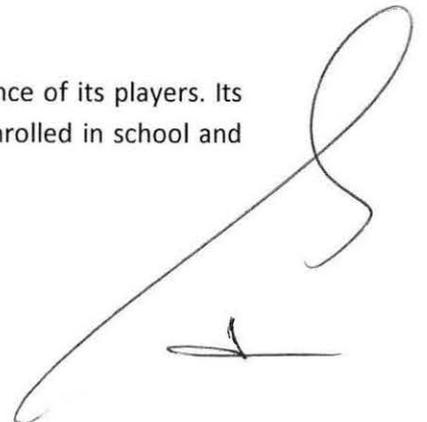
e) PUBLICITY RELATED TO THE CLUB.- The CLUB shall have the right to use the walls, kiosks, fences, benches, etc. of the AFFILIATES installations for publicity related to the CLUB. The AFFILIATE shall make such spaces available to the CLUB upon reasonable request. The Club will follow the City Policies and Requirements.

f) INSURANCE.- The AFFILIATE shall obtain and maintain at all times during the term of this Agreement (1) a commercial general liability policy of insurance, including bodily injury and property damage coverage, written on an "occurrence" basis, with limits of not less than ONE MILLION DOLLARS (\$1,000,000) insuring AFFILIATE against injury to persons or damage to property arising from or in connection with any action permitted under this Agreement, naming the CLUB as an additional insured under that coverage, and containing coverage for contractual liability for the CLUB's obligations under this Agreement and (2) workers' compensation and employers' liability insurance in accordance with California law. The AFFILIATE shall deliver to the CLUB a copy of certificates evidencing such coverage in force, together with copies of the policies of insurance no later than ten (10) days following the execution of this Agreement. Each policy will contain a provision that such policy may not be terminated until thirty (30) days after written notice of the proposed termination has been delivered to the CLUB.

g) CODE OF CONDUCT.- The AFFILIATE shall carry out the actions necessary to inform its members of the values and principles of the CLUB based on mutual respect, responsibility, discipline and honesty, among others.

All members of the AFFILIATE, including players and the coaching staff, shall conduct themselves at all times in an exemplary manner. In the event of an occurrence in violation of the code of conduct, such actions will warrant a first verbal warning. In the event such conduct is repeated, the CLUB shall have the right to terminate this Agreement.

The AFFILIATE is obligated to pay close attention to the academic performance of its players. Its shall be a requirement that each player associated with the AFFILIATE be enrolled in school and studying at the grade level corresponding to his or her age group.

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The personnel of the AFFILIATE will refrain from making public statements that harm the public image of the CLUB or any of its officials, directors or the general public.

h) USE OF THE REGISTERED SITE.- The AFFILIATE will only carry out its sporting activities at the facilities registered with the CLUB. It may only change the site of its activities by providing prior written notice to the CLUB of its new address.

i) INFORMATION REQUESTS.- The AFFILIATE shall provide information to the CLUB when such information is required by the CLUB.

CLAUSE FIVE. EXCLUSIVITY.- The AFFILIATE may not enter into contracts or establish a commercial relationship with companies, sponsoring brands without the Club's authorization, sports agents, other professional soccer teams or refer players to such other professional soccer teams without the express written permission of the CLUB. The Club gives permission to the AFFILIATE to obtain sponsorships and support by the local business within the City of Watsonville limits and from the "HARBOURTON FOUNDATION".

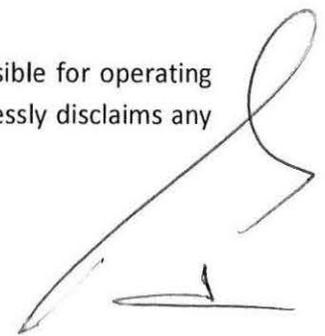
CLAUSE SIX. AUDITS.- The CLUB may, at its discretion, carry out technical and administrative audits to ensure that the terms of this Agreement are being carried out by the AFFILIATE.

CLAUSE SEVEN. TERM.- The Parties agree that this Agreement will enter into effect on the date of execution and delivery hereof (the January 1st 2015) and shall remain in full force and effect for a period of one (1) year (January 1st through December 31st 2015). The AFFILIATE shall have the option to renew this Agreement for a subsequent one (1) year period that will commence on the anniversary of the Effective Date (January 1st through December 31st 2016) by providing the CLUB with written notification of its desire to exercise the Renewal Option no later than ninety (90) days prior to the expiration of the Term. As consideration for the Renewal Option, the AFFILIATE shall pay the CLUB the annual Affiliation Fee, as may be adjusted in accordance with Clause 2(a) 1-4, no later than thirty (30) days prior to the expiration of the Term. The Parties shall execute an amendment to this Agreement extending the Term of this Agreement upon exercise of the Renewal Option and the payment of the annual affiliation fee.

In the event the AFFILIATE fails to exercise the Renewal Option, this Agreement shall terminate at the end of the Term. Notwithstanding such termination, the Parties shall remain free to enter into discussions for the purpose of entering into a new affiliate agreement.

The Club gives permission to announce the beginning of the operation of the AFFILIATE through the Recreational Guide and city media once this agreement is signed.

CLAUSE EIGHT. OPERATIONAL INDEPENDENCE.- The AFFILIATE is solely responsible for operating and managing the soccer teams organized by it and has no authority and expressly disclaims any agency on behalf of the CLUB.

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CLAUSE NINE. EMPLOYMENT RELATIONSHIP.- The AFFILIATE and the CLUB are independent contracting parties and as such no labor or employer-employee relationship exists between the Parties. The Parties acknowledge and agree that each party is solely responsible for the payment of salaries, mandatory benefits, social security contributions and employment taxes that correspond to each Party as well as such other rights and obligations that may arise in connection with the performance of this Agreement.

The AFFILIATE agrees to indemnify and hold the CLUB harmless from and against any labor and employment claims listed above and shall reimburse the CLUB for any costs incurred upon the presentation of the corresponding receipts related to such costs.

The CLUB agrees to indemnify and hold the AFFILIATE harmless from and against any labor and employment claims listed above and shall reimburse the CLUB for any costs incurred upon the presentation of the corresponding receipts related to such costs.

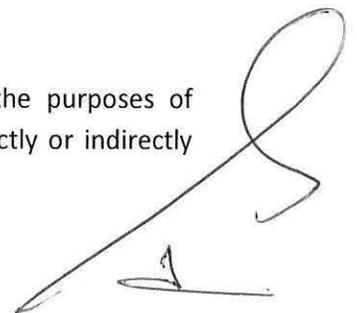
CLAUSE TEN. TERMINATION. In the event of a default by the AFFILIATE to perform any of its obligations set forth in this Agreement, the CLUB shall have the right to terminate this Agreement by providing the AFFILIATE with written notice of termination. In such case, no payments previously made by the AFFILIATE to the CLUB will be refunded. Upon receipt of the termination notice, the AFFILIATE shall immediately cease its association with the CLUB and will no longer be entitled to maintain publically its association with the CLUB.

Following termination by the CLUB, in the event the AFFILIATE continues to use the logo and the word "PUMAS" in connection with its activities, it shall pay the CLUB liquidated damages in the amount of N\$200,000 (Two Hundred Thousand Pesos) or the equivalent amount in U.S. Dollars, plus the amount of N\$5,000 (Five Thousand Pesos) or an equivalent amount in U.S. Dollars for each day the AFFILIATE continues to use the intellectual property, logos and trademarks of the CLUB.

In the event of such termination, the CLUB reserves the right to communicate with the players, coaches, parents and other related third parties to inform them that the AFFILIATE is no longer an official affiliated soccer club of the CLUB.

CLAUSE ELEVEN. CONFIDENTIALITY.- The Parties agree that the all of the information generated or transmitted by the CLUB to the AFFILIATE by any means in connection with the performance of this Agreement as well as all information and technical specifications related to the same will be treated as Confidential Information and will constitute trade secrets among the Parties (herein referred to as "Confidential Information").

The Confidential Information provided by the CLUB may only be used for the purposes of performing this Agreement by the AFFILIATE and, at any time, may not be directly or indirectly

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provided, transferred, published, reproduced or divulged to third parties. In the event of a default by the Affiliate of the confidentiality provisions established herein it shall be responsible for the payment of damages arising from such default. In the event of such default, the CLUB maintains the right to rescind this Agreement and seek liquidated damages as set forth in Clause Ten hereto.

CLAUSE TWELVE. NOTICES.- The Parties shall maintain the following addresses for the purpose of receiving notices hereunder:

The CLUB: Calle Totonacas No. 560
Colonia Ajusco, Del. Coyoacán
C.P. 04300
México, D.F. México
Attention: Manuel Alcocer

The AFFILIATE: City of Watsonville -
Parks and Community Services Department
275 Main Street Suite #400, Watsonville, CA 95076.
USA
Attention: Carlos Palacios

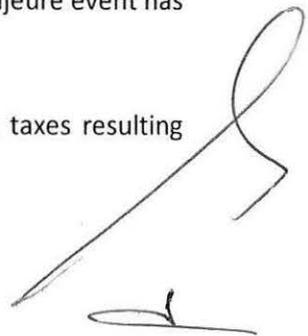
The Parties may change the addresses indicated by providing written notice of such change to the other party with understanding that the information, documentation, notifications etc. received at such addresses will be valid and legally delivered.

CLAUSE THIRTEEN. ASSIGNMENT.- The AFFILAITE may not assign, either in whole or part, its rights and obligations under this Agreement to any third party without the express prior written consent of the CLUB.

CLAUSE FOURTEEN. SEVERABILITY AND MODIFICATIONS.- The invalidity of one or more sections or clauses of this Agreement will not effect the validity of the remaining provisions hereof which shall remain in full force and effect. Any modifications to this Agreement shall be in writing and executed by the Parties.

CLAUSE FIFTEEN. FORCE MAJEURE.- The Parties acknowledge and agree that neither Party shall be responsible for damages resulting from an event of force majeure, including but not limited to, outbreaks of influenza or other fever epidemic affecting minors. Once the force majeure event has ended, the Parties shall resume their obligations under this Agreement.

CLAUSE SIXTEEN. TAXES.- Each Party shall be responsible for paying their own taxes resulting from the performance of this Agreement.

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CLAUSE SEVENTEEN. HEADINGS.- The headings appearing at the start of each clause of this Agreement have been included solely for the reader's convenience. As such, they neither define or limit content thereof. The Parties shall only rely on the content of each such clause in interpreting this Agreement.

CLAUSE EIGHTEEN. NO DEFECTS.- The Parties acknowledge and agree that this Agreement does not contain any error, fraud, harm or defect in the inducement to contract and, as such, may not be invalidated for such causes.

CLAUSE NINETEEN. GOVERNING LAW AND ARBITRATION.- This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

In the event a dispute arises in connection with this Agreement, the Parties agree that, prior to initiating arbitration proceedings as set forth below, they shall engage in good faith mutual discussions in order to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days from the date of receipt of a written notification of the existence of a dispute, then the Parties agree to submit the dispute to final and binding arbitration.

Arbitration. In the event the Parties are unable to reach a negotiated resolution as described above, the Parties shall submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with AAA's Commercial Arbitration Rules (the "Rules"). The arbitral tribunal shall consist of one (1) arbitrator appointed in accordance with the Rules. The arbitration hearing shall be held in San Diego, California and shall be conducted in English. The written decision of the arbitrators shall be final and binding on the Parties and may be entered as judgment in any court of competent jurisdiction. The prevailing party in the arbitration shall be entitled to recover all costs and reasonable attorneys' fees incurred by such Party in connection with the resolution of the dispute.

CLAUSE TWENTY. LIMITATION OF DAMAGES.- In no event shall any Party to this Agreement be liable for the payment of any consequential damages, indirect damages or loss of profits to any other Party.

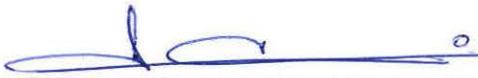
CLAUSE TWENTY- ONE. GOVERNING LANGUAGE. The Parties to this Agreement acknowledge that for the convenience of the Parties this Agreement has been translated into Spanish. Notwithstanding the foregoing, this English-language Agreement is the definitive agreement between the Parties, and in the event of any conflict between this Agreement in English and the Spanish-language translation, the English-language version of the Agreement shall prevail.

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CLAUSE TWENTY-TWO. COUNTERPARTS.- The Parties may execute this Agreement in two counterparts, which shall, in the aggregate, be signed by both Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

The Parties manifest that they have voluntarily entered into this Agreement and neither Party is aware of any defect herein, and fully aware of its scope and legally binding effect have authorized the legal representatives of the Parties to execute this Agreement on November 20th 2014

CLUB UNIVERSIDAD NACIONAL A.C.

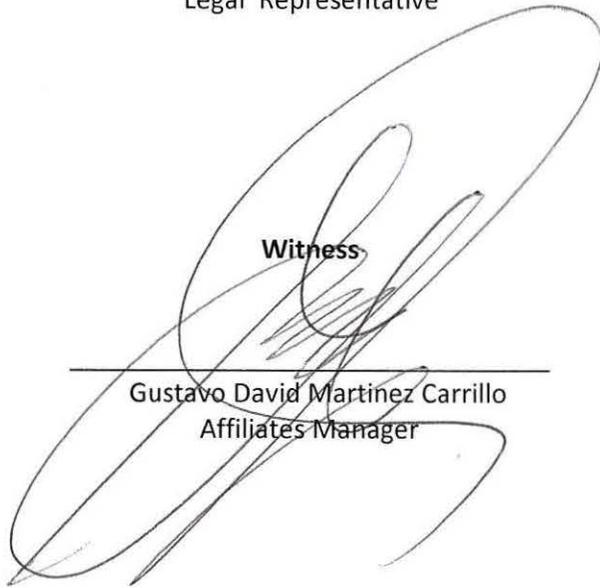


Lic. Manuel Alcocer Castelazo
Legal Representative

CITY OF WATSONVILLE

Carlos J. Palacios
City Manager

Witness



Gustavo David Martinez Carrillo
Affiliates Manager

Beatriz Flores
City Clerk

Alan Smith
City Clerk

CONTRATO DE AFILIACIÓN QUE CELEBRAN POR UNA PARTE, EL “CLUB UNIVERSIDAD NACIONAL, A.C.”, A LA QUE EN LO SUCESIVO SE LE DENOMINARÁ COMO “EL CLUB”, REPRESENTADO EN ESTE ACTO POR LIC. MANUEL ALCOGER CASTELAZO Y, POR LA OTRA PARTE CIUDAD DE WATSONVILLE, REPRESENTADO POR CARLOS PALACIOS, Y ACTUANDO A TRAVES DEL DEPARTAMENTO DE PARQUES Y SERVICIOS A LA COMUNIDAD QUE EN LO SUCESIVO SE LE DESIGNARÁ COMO “LA FILIAL” WATSONVILLE”, AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I.- Declara “EL CLUB” que:

I.1. Es una Asociación Civil debidamente constituida de acuerdo con las leyes de la República Mexicana, tal y como consta en la escritura pública número 162,394 de fecha 5 de julio de 1977, otorgada ante la fe de los licenciados Francisco Lozano Noriega y Tomás Lozano Molina, Notarios Públicos números 10 y 87 de la Ciudad de México.

I.2. Entre su objeto social se contempla el fomento, organización, administración, promoción, operación y práctica de clubes y equipos de toda clase de deportes, incluyendo el fútbol soccer.

I.3. Su representante tiene las facultades suficientes para suscribir el presente contrato y obligar a su representada en los términos del mismo tal y como se asienta en la escritura pública número 96,298 de fecha 7 de Enero del 2014, otorgada ante la fe del licenciado Jorge Alfredo Domínguez Martínez, Notario Público número 140 del Distrito Federal, mismas que a la fecha no le han sido modificadas, limitadas o revocadas en forma alguna

I.4. En el desarrollo de su objeto social, ha adquirido y/o desarrollado una serie de conocimientos sobre la enseñanza y práctica del deporte del fútbol, razón por la cual, se encuentra capacitado para brindar asesoramiento y clínicas deportivas a agrupaciones o instituciones que se dedican a la enseñanza y práctica de este deporte.

I.5. Se encuentra afiliado a la Federación Mexicana de Fútbol Asociación, A. C.

I.6. Su domicilio se encuentra ubicado en la calle Totonacas No. 560, Colonia Ajusco, Código Postal 04300, Delegación Coyoacán, en la Ciudad de México, Distrito Federal.

I.7. Cuenta con la licencia de uso respecto de la palabra “PUMAS” y la cara del puma estilizado.

II.- Declara “LA FILIAL” que:

II.1 Es una sociedad municipal debidamente constituida y existiendo conforme a las leyes del Estado de California.

II.2 Cuenta con los recursos técnicos, económicos y humanos, así como con las instalaciones deportivas y la experiencia necesaria para cumplir con las obligaciones que se desprenden del presente Contrato para la adquisición, administración y manejo de la filial.

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II.3. No se encuentra sujeta a ningún tipo de acción o procedimiento judicial alguno en su contra, ante tribunal judicial local o federal, administrativo o de otra índole, que afecte o pueda afectar sustancial y adversamente su condición financiera, operaciones y propiedades.

II.4. Es su deseo celebrar el presente instrumento legal con "EL CLUB" a efecto de obtener la autorización para la instalación y operación de una filial de "EL CLUB" y respetar los términos aquí estipulados.

II.5. Tiene su domicilio legal ubicado en: 275 Main Street Suite #400, Watsonville, CA 95076. City of Watsonville, Parks and Community Services Department.

III. Declaran LAS PARTES que:

III.1. Están conformes en obligarse de acuerdo con el contenido de este Contrato y se reconocen mutuamente la personalidad con que comparecen en el presente acto y acuerdan sujetarse al tenor de las siguientes:

CLÁUSULAS

PRIMERA.- DEL OBJETO.- El objeto del presente contrato es la autorización por parte de "EL CLUB" para que el interesado instale una filial del "Club Universidad Nacional, A. C." ubicada en: La Ciudad de Watsonville, a través del Departamento de Parques y Servicios Comunitarios y con domicilio legal en 275 Main Street Suite #400, Watsonville, CA 95076 y utilizar en lo sucesivo como las "Marcas", consistentes en la cara estilizada de un puma, símbolo del puma universitario, la palabra Pumas; la mascota Goyo; cuyo diseño se acompaña en copia al presente instrumento como Anexo 1 a cambio de una contraprestación anual descrita en la cláusula tercera del presente documento.

SEGUNDA.- DERECHOS DE "LA FILIAL".- En virtud del objeto señalado en la cláusula anterior, "LA FILIAL" adquiere los siguientes derechos:

a) VISITAS.- "EL CLUB" realizará una vez al año una visita a la filial con dos objetivos. 1. Evaluar jugadores con el propósito de que "EL CLUB" reclute a jugadores con capacidades y habilidades 2. Verificar instalaciones para corroborar que se apegan a la regulación de las mismas. La obligación de programar ésta visita será de la Filial y tendrá que ser con 60 días de anticipación como mínimo. Las partes convienen en programar la visita a la filial de la Ciudad de Watsonville simultáneamente a las programadas para las otras filiales ubicadas en California USA. La filial será responsable de pagar durante la visita de un representante del Club los gastos por traslado, hospedaje y alimentación.

Una vez terminada dicha evaluación, la filial recibirá una notificación por parte de "EL CLUB" en un periodo no mayor a tres días hábiles, asignándole fecha a todos los jugadores que "EL CLUB" haya seleccionado para presentarse en las instalaciones de "EL CLUB" y ser probado en las Fuerzas Básicas si éste fuera el caso; para ello, los jugadores tendrán que solventar los gastos de transportación. El hospedaje y alimentación durante el periodo de prueba será por parte de "EL CLUB" en el lugar que éste designe. De reunir el perfil, el jugador será registrado por "EL CLUB" sin costo alguno para "LA FILIAL" y con ello dar continuidad al desarrollo del futuro prospecto.

El jugador que esté a prueba y participe en los entrenamientos, partidos de práctica, preparación física y demás actividades propias de un entrenamiento, se responsabilizará de cualquier lesión y/o problema físico y mental que ocurra durante los mismos, liberando de toda responsabilidad al "Club Universidad Nacional A.C." en todas sus categorías de Fuerzas Básicas, así como a sus entrenadores, empleados y funcionarios, exhibiendo para ello "LA FILIAL" una carta responsiva con la firma autógrafa del jugador o de sus padres o tutores, en su caso. El Club acepta y autoriza la cláusula de liberación de responsabilidad que el Departamento de Parques y Servicios a la Comunidad de Watsonville utiliza en sus formas de registración incluyendo que esa liberación es extensiva al Club.

"EL CLUB" extenderá a "LA FILIAL" un diploma de reconocimiento por cada jugador que sea registrado en "EL CLUB" y extenderá un documento válido por:

1.1. La cantidad de \$2,500.00 M.N. (dos mil quinientos pesos 00/100 M.N.) o el equivalente en dólares, que será tomado como abono para el pago de la siguiente anualidad, por cada jugador proveniente de "LA FILIAL" que sea registrado en alguna de las categorías de Fuerzas Básicas (10 a 12 años) de "EL CLUB" y que juegue por lo menos un cincuenta por ciento más uno de los partidos que dispute el equipo.

1.2. La cantidad de \$5,000.00 (cinco mil pesos 00/100 M. N.) o el equivalente en dólares, que será tomado como abono para el pago de la siguiente anualidad, por cada jugador proveniente de "LA FILIAL" que sea registrado en alguna de las categorías de Fuerzas Básicas (13 a 16 años) de "EL CLUB" y que juegue por lo menos un cincuenta por ciento más uno de los partidos que dispute el equipo.

1.3. La cantidad de \$25,000.00 (veinticinco mil pesos 00/100 M.N.) o el equivalente en dólares, que será tomado como abono para el pago de la siguiente anualidad, por cada jugador proveniente de "LA FILIAL" que sea registrado en alguno de los equipos de la Sub-17, Sub-20 y Segunda División de "EL CLUB" y que juegue por lo menos un cincuenta por ciento más uno de los partidos oficiales que dispute el equipo.

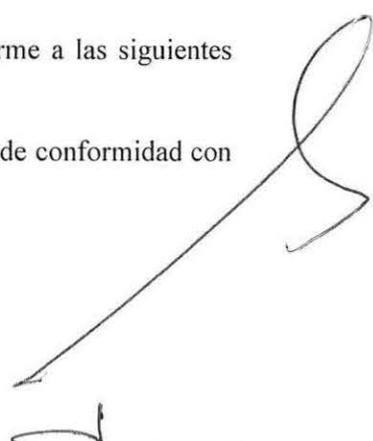
1.4. La cantidad de \$50,000.00 (cincuenta mil pesos 00/100 M.N.) o el equivalente en dólares, que será tomado como abono para el pago de la siguiente anualidad, por cada jugador de "LA FILIAL" que sea registrado en los equipos de Ascenso MX y/o de la Liga MX de "EL CLUB" y que juegue por lo menos un cincuenta por ciento más uno de los partidos oficiales que dispute el equipo.

"EL CLUB" abonará a "LA FILIAL" la cantidad mencionada en los incisos anteriores según corresponda y acorde a condiciones señaladas en inciso correspondiente y el párrafo siguiente, por cada jugador que, aún sin provenir directamente de los equipos de "LA FILIAL", se registre en cualquiera de los equipos profesionales de "EL CLUB" y haya sido referido por los entrenadores de "LA FILIAL".

En cuanto a los incentivos señalados, serán otorgados a "LA FILIAL" conforme a las siguientes condiciones:

I. Serán abonados exclusivamente al momento de renovar el presente Contrato de conformidad con la cláusula SEPTIMA abajo.

II. Se trata de un pago único.

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III. Aplicarán únicamente respecto a la categoría en la que haya sido registrado el jugador, es decir, en caso de que el mismo jugador posteriormente sea promovido y registrado en otra categoría, ya no se hará extensivo beneficio alguno a "LA FILIAL" por concepto de abono para el pago de su anualidad inmediata siguiente, y

IV. "LA FILIAL" deberá estar al corriente de sus pagos y cuotas, ya que de lo contrario se cancela este compromiso.

En caso de que "LA FILIAL" dejase de existir como tal o no se renueve el Contrato, los documentos que "EL CLUB" emita por cada jugador registrado, serán cancelados y por ningún motivo podrán ser transferibles o canjeados por dinero en efectivo. En cualquier caso, "LA FILIAL" extenderá a "EL CLUB" la respectiva factura trasladando expresamente los impuestos a que hubiere lugar.

b) RECIBIR SOPORTE DEPORTIVO.-"EL CLUB" impartirá una vez al año, cursos de capacitación o actualización a los entrenadores de "LA FILIAL" para que trabajen sobre fundamentos y conceptos futbolísticos; clínicas por parte de preparadores físicos; orientación médica de primeros auxilios sobre las lesiones más comunes en el terreno de juego; taller de vendaje deportivo; importancia de la terapia física y rehabilitación, nutrición e hidratación del deportista; prevención de lesiones; capacitación a profesores para orientar a padres y jugadores sobre el desarrollo emocional del niño y del adolescente por parte del área de psicológica de "EL CLUB". Dichas clínicas serán impartidas en la ciudad de México, en las instalaciones denominadas como "La Cantera" será una opción de la filial asistir a estos cursos o nombrar representantes que atiendan los cursos. Y el límite de representantes de las filiales se determinará de acuerdo a la capacidad de las instalaciones así como de la confirmación oportuna de asistencia a la convocatoria registrada.

Será facultad de "LA FILIAL" el participar en dichas clínicas, enviando al número de representantes que determine, cubriendo ella los gastos de transportación, hospedaje y alimentación de dichas personas.

c) RECIBIR MATERIAL.- Como parte de los cursos señalados en el inciso anterior, "EL CLUB" hará entrega de la información técnica necesaria para el mejor desempeño de las funciones de "LA FILIAL", incluyendo los formatos de control de entrenamientos y de evaluación de jugadores y entrenadores, así como fichas para la evaluación del jugador, formatos para planificar sus micro ciclos (plan de trabajo semanal) y meso ciclos (plan de trabajo mensual), tanto técnicos como físicos.

Todo el material que le sea entregado a "LA FILIAL", es marca registrada y "EL CLUB" tiene los derechos de autor, por lo cual su copia parcial o total está prohibida y es un delito.

d) VISITAS A "LA CANTERA".- Visitar las instalaciones de "EL CLUB", denominadas "La Cantera" una vez por año, esto será una opción para la Filial. "LA FILIAL" es la responsable de solventar todos los gastos que esta visita le implique. . El número máximo de asistentes será de 40 personas con el propósito de captar la máxima atención de los visitantes.

e) INTERACTUAR CON OTRAS FILIALES.- Podrá asistir a las reuniones a las que convoque "EL CLUB" con los representantes de otras filiales, cuyo objetivo sea, enunciativa más no limitativamente, retroalimentación del trabajo realizado; propuestas para mejoras y organización del torneo inter filiales (designación de sedes, roles de juegos, reglamento de competencia, propuesta económica para la organización de dicho evento). "EL CLUB" llevará la organización del torneo inter filiales. "LA FILIAL" solventará todos los gastos que esta visita le implique.

f) DIPLOMAS.- Recibir de “EL CLUB” un diploma de reconocimiento a la o las categorías de “LA FILIAL” que resulten campeones de su torneo de inter filiales.

g) SUPERVISIÓN.- “EL CLUB” tendrá el derecho en cualquier tiempo de supervisar la correcta prestación y desempeño de las funciones de “LA FILIAL”, directamente por la Gerencia de Filiales o a través de las personas que designe, haciéndolo del conocimiento de “LA FILIAL”.

En caso de presentarse irregularidades en la prestación y desempeño “LA FILIAL” tendrá la obligación de corregirlas a la mayor brevedad posible, a partir de que reciba por escrito de “EL CLUB” el requerimiento respectivo. De no cumplir con lo anterior, “EL CLUB” podrá aplicar la cláusula “DECIMA” del presente documento.

TERCERA. CONTRAPRESTACIÓN.- Como contraprestación por los derechos que le otorga “EL CLUB” a la “LA FILIAL”, ésta pagará a “EL CLUB” la cantidad de anual de **US\$7,000,00**, la cual deberá ser cubierta en fecha previa a la firma del presente Contrato, salvo convenio por escrito celebrado entre las partes. “LA FILIAL” deberá pagar todos los montos debidos a “EL CLUB” a través de transferencia bancaria electrónica conforme a los siguientes instrucciones:

Banco: BBVA COMPASS
Beneficiario: Club Universidad Nacional A.C.
No. ABA: 14900313
No de Cuenta. 0080504072

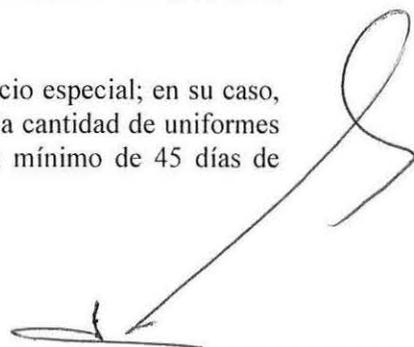
CUARTA. OBLIGACIONES DE “LA FILIAL”.- Durante la vigencia del presente instrumento legal, “LA FILIAL” se obliga a:

a) USO DE UNIFORMES.- Para el caso de jugadores inscritos en competencias, estos jugadores competitivos deberán utilizar exclusivamente en todas las actividades referentes a los derechos de imagen de los jugadores pertenecientes a “LA FILIAL”, los uniformes de juego que le proporciona “EL CLUB”. Los uniformes que usen los jugadores, cuerpo técnico y personal de “LA FILIAL”, llevarán identificación de la marca del fabricante y/o patrocinadores oficiales de “EL CLUB”. “LA FILIAL” reconoce expresamente que “EL CLUB” es el titular único de los derechos contemplados en la presente cláusula, por lo tanto queda prohibidos para “LA FILIAL” celebrar convenios de publicidad con marcas diferentes a los patrocinios de “EL CLUB”, que pongan en grave riesgo los acuerdos previamente celebrados con terceros.

Para el caso de jugadores inscritos con la filial en actividades recreativas es opcional lo anterior, y podrán usar la vestimenta proporcionada por la Ciudad de Watsonville, Departamento de Parques y Servicios a la comunidad con el permiso de incorporar los logotipos del Club.

b) ADQUISICIÓN DE UNIFORMES.- La filial deberá adquirir los uniformes de jugadores y cuerpo técnico oficiales de los equipos competitivos única y exclusivamente en “EL CLUB” a través de la Gerencia Comercial.

“EL CLUB” se compromete a vender los uniformes a “LA FILIAL” a precio especial; en su caso, se cobrarán gastos de envío. “LA FILIAL” podrá adquirir de “EL CLUB” la cantidad de uniformes que requiera, mediante la elaboración del pedido correspondiente con un mínimo de 45 días de



anticipación, debiendo efectuar el pago, mediante depósito bancario a la cuenta de "EL CLUB" en el momento en que se haga el pedido.

Los productos que "EL CLUB" venda a "LA FILIAL", los podrá poner a la venta al público en general sin exceder los precios que "EL CLUB" especifique (precio venta al público). Aclarando que se les dará un precio para el consumo de jugadores y otro para comercializar los productos con terceros no jugadores. En las instalaciones de la "LA FILIAL" se venderán única y exclusivamente los productos adquiridos de "EL CLUB", quedando estrictamente prohibida la venta de otros artículos. En caso de que "LA FILIAL" quiera vender o exhibir otros productos será, mediante previa autorización por escrito de "EL CLUB". Se exime a "EL CLUB" de su obligación de vender uniformes a "LA FILIAL" si ésta presenta adeudos o retrasos en cualquiera de su pago de la contraprestación o cuotas.

"LA FILIAL" podrá colocar un stand y/o tienda donde se exhibirán y pondrán a la venta los artículos previamente adquiridos de "EL CLUB".

c) INSTALACIONES.- Disponer de las instalaciones deportivas necesarias, tales como cancha de fútbol, de preferencia de pasto o, en su defecto, de tierra con las medidas mínimas reglamentarias, para la realización de los entrenamientos de sus equipos y los juegos de los torneos en que participen, un espacio para el Servicio Médico o en su defecto, un médico que pueda atender a los lesionados. "EL CLUB" ha aprobado con fecha 06 de noviembre de 2013 las instalaciones propuestas por la filial.

d) PERMISOS Y LICENCIAS.- "LA FILIAL" deberá tramitar y contar con todas las disposiciones y permisos y/o licencias vigentes que las autoridades federales, estatales o municipales, indiquen que sean indispensables y necesarias, para el correcto y legítimo funcionamiento de la misma.

e) CONTRATACIÓN DE SEGURO.- "LA FILIAL" deberá obtener y mantener en todo momento durante la vigencia del presente Acuerdo (1) una política de responsabilidad general de seguros con límites de no menos de un millón de dólares (\$1,000,000) incluyendo cobertura por lesiones a personas o daños a la propiedad que surja de o en conexión con cualquier acción permitida en virtud del presente Acuerdo. (2) la compensación de trabajadores y empleadores de seguro de responsabilidad de conformidad con la ley de California. El AFILIADO deberá entregar al club una copia de los certificados que acrediten dicha cobertura en vigor, junto con copias de las pólizas de seguro no más tarde de diez (10) días siguientes a la firma del presente Acuerdo.

f) CÓDIGO DE CONDUCTA.- "LA FILIAL" deberá llevar a cabo las acciones necesarias para difundir entre sus afiliados y en la localidad en que se encuentre, los valores y principios universitarios como son manejarse a través del respeto, responsabilidad, disciplina, honestidad, entre otros.

Que todo su personal y todos sus jugadores, cuando estén representando a "LA FILIAL", se conduzcan de manera ejemplar en todos y cada uno de sus actos. En caso de incurrir en algún acto de indisciplina, mencionado en el párrafo anterior este ameritará una primera amonestación de manera verbal, de reincidir, el contrato será rescindido.

Es obligatorio por parte de "LA FILIAL" dar una atención especial al desempeño escolar de cada uno de sus jugadores y será requisito para que un niño o joven quede incorporado a "LA FILIAL", que se encuentre inscrito en una escuela cursando el nivel que corresponda a su edad.

El personal de "LA FILIAL" se abstendrá de hacer declaraciones públicas que perjudiquen la imagen de "EL CLUB" y/o de la Universidad Nacional Autónoma de México o de cualquiera de sus funcionarios, directivos o público en general.

h) USO DE SEDE REGISTRADA.- Realizar sus actividades deportivas en la localidad de la sede registrada. Solo podrá cambiar de domicilio previa autorización por escrito de "EL CLUB".

i) INFORMACION. Proporcionar a "EL CLUB" la información que "LA FILIAL" genere cuando le sea requerida por "EL CLUB".

QUINTA. EXCLUSIVIDAD.- "LA FILIAL" no podrá establecer contratos o nexos de cualquier naturaleza con empresas comerciales, marcas patrocinadoras sin conocimiento del Club, representantes de jugadores, con otros equipos profesionales de fútbol o de referir a jugadores de sus equipos a ellos, sin la aprobación previa y por escrito de "EL CLUB". El club otorga consentimiento de obtener patrocinio y respaldo de los comercios locales dentro de los límites de la Ciudad de Watsonville, así como de la fundación "**HARBOURTON FOUNDATION**".

SEXTA. REVISIONES Y AUDITORÍAS.- "EL CLUB" podrá llevar a cabo, y bajo su propia discreción y costo en cualquier momento, auditorías técnicas y administrativas para verificar el cumplimiento de los términos de este contrato.

SEPTIMA. VIGENCIA.- Las Partes convienen en que el presente Contrato entrará en vigor en la fecha de ejecución y entrega del presente documento (1º Enero del 2015) y permanecerá en pleno vigor y efecto por un período de un (1) año (Del 1º de Enero al 31 de Diciembre del 2015). LA FILIAL tendrá el derecho de renovar este Contrato para un plazo adicional de un (1) año, que comenzará en el aniversario de la Fecha de Vigencia (1º de Enero al 31 de Diciembre del 2016), siempre y cuando LA FILIAL proporcione a "EL CLUB" notificación escrita manifestando su deseo de ejercer la Opción de Renovación por lo menos noventa (90) días antes del vencimiento del Plazo. Como contraprestación por la Opción de Renovación, "LA FILIAL" deberá pagar "EL CLUB" la contraprestación anual, con o sin ajuste de conformidad con la Cláusula SEGUNDA (a) 1-4, treinta (30) días antes del vencimiento del Plazo. Las Partes ejecutarán una enmienda al presente Contrato que extenderá el Plazo una vez que la Opción de Renovación haya sido ejecutada y el pago de la contraprestación anual haya sido pagado.

En el caso de que "LA FILIAL" no ejerce la Opción de Renovación, el presente Contrato terminará al final del Plazo. A pesar de dicha terminación, las Partes tendrán la facultad de entablar conversaciones con el fin de entrar en un nuevo acuerdo de afiliación.

El club otorga permiso de anunciar a los residentes de la Ciudad de Watsonville del inicio de operaciones de la Filial a través de la Guía de Recreación Local, y los medios de comunicación de la Ciudad de Watsonville una vez firmado este contrato.

OCTAVA. INDEPENDENCIA OPERATIVA.- "LA FILIAL" es la única responsable de operar los equipos de fútbol que organice en su nombre y por su cuenta y no podrá obligar a "EL CLUB" o a la "UNAM" frente a terceros en forma alguna.



NOVENA. RELACIÓN LABORAL.- “LA FILIAL” y “EL CLUB” son partes contratantes totalmente independientes, por lo tanto, no existe ningún nexo o relación obrero patronal entre sí, en el entendido de que cada uno de ellos será el único responsable del pago de salarios, prestaciones de ley, impuestos que correspondan a cada parte así mismo otros derechos y obligaciones que en su caso se causen con motivo del personal que contraten para el cumplimiento de sus obligaciones conforme a lo estipulado en el presente contrato, así como de la afiliación de dicho personal a las instituciones antes mencionadas.

En tal virtud, “LA FILIAL” se obliga a indemnizar y salvaguardar a “EL CLUB” de cualquier juicio o reclamación que se intente en su contra, relacionado con cualesquiera de los conceptos antes mencionados, y a reembolsarle los gastos que en su caso erogare, inmediatamente y contra la presentación de los comprobantes respectivos.

Así mismo, “EL CLUB” se obliga a indemnizar y salvaguardar a salvo a “LA FILIAL” de cualquier juicio o reclamación que se intente en su contra, relacionado con cualesquiera de los conceptos antes mencionados, y a reembolsarle los gastos que en su caso erogare, inmediatamente y contra la presentación de los comprobantes respectivos.

DÉCIMA. RESCISIÓN.- El incumplimiento de “LA FILIAL” a cualquiera de las obligaciones contenidas en el presente contrato, dará origen a la rescisión del presente instrumento legal, mediante simple notificación por escrito dada por “EL CLUB”, sin necesidad de declaración judicial y sin la devolución de cantidad alguna no devengada de la cuota anual de registro y “LA FILIAL” inmediatamente dejará de ostentarse como tal.

En caso de incumplimiento por parte de “LA FILIAL”, en el sentido de que continúe utilizando el logotipo y la palabra “PUMAS”, será sancionada con el pago de \$200,000.00 (doscientos mil pesos 00/100 m.n.) o el equivalente en dólares más la cantidad de \$5,000.00 (cinco mil pesos 00/100 M.N.) o el equivalente en dólares, por cada día que exceda la fecha en que se llevó a cabo la rescisión del contrato, sin que “LA FILIAL” deje de ostentarse como tal.

En caso de rescisión, “EL CLUB” se reserva el derecho informar a los jugadores, entrenadores, padres de familia y demás terceros relacionados, que la escuela de fútbol de que se trate ya no es filial de “EL CLUB”.

DÉCIMA PRIMERA. CONFIDENCIALIDAD.- Las Partes convienen en que toda la información que “EL CLUB” transmita o genere a través de cualquier medio o formato con motivo de la celebración del presente contrato, así como la información y especificaciones técnicas relacionadas con el mismo, serán manejadas como “**INFORMACIÓN CONFIDENCIAL**” sin importar el medio a través del cual sea revelada, por lo que constituyen secretos industriales para las partes (en lo sucesivo “Información Confidencial”).

La Información Confidencial que “EL CLUB” proporcione, únicamente podrá ser utilizada para los fines especificados en este Contrato y sus Anexos, por lo que “LA FILIAL” no podrá en ningún tiempo, directa o indirectamente, ni a través de terceros y en ninguna forma, proporcionar, transferir, publicar, reproducir o hacer de conocimiento de terceros dicha Información Confidencial; en caso de incumplimiento de “LA FILIAL” con esta obligación, estará sujeta a las sanciones que la legislación aplicable prevé, así como a pagar los daños y perjuicios que ocasione, reservándose “EL CLUB”, en todo momento, la facultad de rescindir el presente contrato y de cobrar a “LA FILIAL”, por concepto de pena convencional, la estipulada en la cláusula DÉCIMA, segundo párrafo.



DÉCIMA SEGUNDA. DOMICILIOS.- Para los efectos del presente contrato las partes señalan como sus domicilios los siguientes:

“EL CLUB”

Calle Totonacas # 560
Colonia Ajusco
Delegación Coyoacán
C.P. 04300
México, D.F.
Atn: Lic. Manuel Alcocer

**“LA FILIAL
WATSONVILLE”**

City of Watsonville.
Parks and Community
Services Department
275 Main Street Suite
#400, Watsonville, CA
95076, USA
Atn. Carlos Palacios

Las Partes podrán cambiar su domicilio debiendo informar, por escrito, a la otra parte en el entendido de que en caso de no hacerlo así, la información, documentación, notificaciones, etc. recibidas en estos domicilios se tendrán por válidas y legalmente realizadas y entregadas.

DÉCIMA TERCERA. CESIÓN DE DERECHOS.- Las obligaciones y derechos derivados del presente Contrato, no podrán ser cedidos ni parcial ni totalmente por “LA FILIAL”, sin previa autorización por escrito de “EL CLUB”.

DECIMA CUARTA. NULIDAD PARCIAL Y MODIFICACIONES.- La nulidad de una o más de las previsiones o cláusulas del presente Convenio, no afectará a la validez de las restantes previsiones o cláusulas del mismo, las cuales mantendrán toda su validez y efectos.

DECIMA QUINTA. CASO FORTUITO O FUERZA MAYOR.- Queda expresamente pactado que “LAS PARTES” no tendrán responsabilidad civil por los daños y perjuicios que pudieran causarse como consecuencia de caso fortuito o fuerza mayor, particularmente por el brote de Influenza, u otra fiebre en forma de epidemia entre los menores, en la inteligencia de que, una vez superados estos eventos por la S.S.A., se reanudarán las actividades en la forma términos que determinen “LAS PARTES”

DECIMA SEXTA. IMPUESTOS.- Las partes cubrirán respectivamente los impuestos que les corresponden derivados de la celebración de este acuerdo, en los términos de las disposiciones fiscales aplicables.

DÉCIMA SEPTIMA. ENCABEZADOS.- Los encabezados que aparecen al inicio de cada una de las cláusulas del presente Convenio, se han puesto con el exclusivo propósito de facilitar su lectura, por lo tanto, no definen ni limitan el contenido de las mismas. Para efectos de interpretación de cada cláusula, las partes deberán atenerse exclusivamente a su contenido, y de ninguna manera a su título.

DECIMA OCTAVA. AUSENCIA DE VICIOS.- Las partes manifiestan de común acuerdo que en el presente contrato no existe error, dolo, lesión o vicio en el consentimiento y por lo tanto no podrá ser invalidado por alguna de estas causas.

DECIMA NOVENA. LEY APLICABLE Y ARBITRAJE. - Este Contrato se regirá y se interpretará de acuerdo con las leyes del Estado de California.



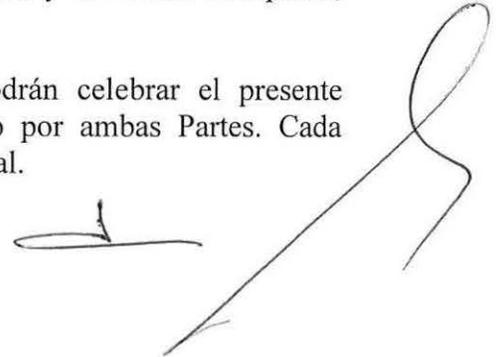
En caso de una disputa en relación con el presente Contrato, las Partes convienen en que, antes de iniciar el procedimiento de arbitraje como se establece a continuación, las Partes deberán realizar discusiones de buena fe con el objetivo de resolver dicha disputa. Si las Partes no logran resolver la disputa dentro de los treinta (30) días desde la fecha de recepción de la notificación escrita de la existencia de una controversia, las Partes acuerdan someter la disputa a un arbitraje definitivo y vinculante.

Arbitraje. En el caso de que las Partes no logran una resolución a través de negociaciones directas como se describe más arriba, las Partes se someterán la disputa al arbitraje establecido por el código de procedimientos civiles de California sección 1280 et seq/La arbitración será celebrada en Watsonville CA y será conducida en Inglés. La decisión escrita del árbitro será definitiva y vinculante para las Partes y podrá ser considerado sentencia en cualquier tribunal de jurisdicción competente. La Parte que prevalezca en el arbitraje tendrá derecho a recuperar todos los costos y honorarios de abogados razonables incurridos por dicha Parte en relación con la resolución de la disputa.

VIGÉSIMA. LIMITACIÓN DE DAÑOS -. En ningún caso ninguna de las Partes del presente Contrato será responsable por el pago de los daños consecuenciales, daños indirectos o por lucro cesante a la otra Parte.

VIGÉSIMA PRIMERA. IDIOMA -. Las Partes de este Contrato reconocen que para la comodidad de las Partes, el presente Contrato ha sido traducido al español. No obstante lo anterior, la versión en inglés del presente Contrato es la versión final y definitivo entre las Partes, y en el caso de cualquier conflicto entre la versión en inglés y la versión en español, la versión en inglés prevalecerá.

VIGÉSIMO SEGUNDO. EJEMPLARES -. Las Partes podrán celebrar el presente Contrato en dos ejemplares, que serán, en conjunto, firmado por ambas Partes. Cada ejemplar con firma original se considerará un instrumento original.

A handwritten signature in black ink, consisting of a horizontal line with a small vertical tick, followed by a large, stylized loop that extends upwards and then downwards to the right.

Ambas partes manifiestan que su voluntad transcrita en el presente instrumento, no se vio influenciada por ningún vicio que pudiera nulificarlo en todo o en parte, por lo que enterados de su contenido, alcance y fuerza legal los representantes legales de las Partes suscriben por duplicado el día 20 de Noviembre del 2014.

CLUB UNIVERSIDAD NACIONAL A.C.



Lic. Manuel Alcocer Castelazo
Representante Legal

CITY OF WATSONVILLE

Carlos J. Palacios
City Manager

Testigo



Gustavo David Martinez Carrillo
Gerencia de Filiales

Beatriz Flores
City Clerk

Alan Smith
City Attorney

RESOLUTION NO. _____ (CM)**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE DECLARING CANVASS OF GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014**

WHEREAS, the Council of the City of Watsonville, by Resolution No. 100-14 (CM), called a General Municipal Election to be held in the City on November 4, 2014, as required by law, for the object and purpose of electing the following municipal officers of the City of Watsonville:

COUNCIL MEMBERS

Districts 3, 4, 5, and 7 - Four (4) year terms

WHEREAS, the General Municipal Election was held on Tuesday, November 4, 2014, in accordance with law; and

WHEREAS, the votes then were received and canvassed and the returns were ascertained, and determined; and

WHEREAS, the County Clerk has duly filed with this Council a certification of the result of the election.

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

1. That the County Clerk's Certification of the Votes Cast, marked Exhibit "A," attached hereto and incorporated herein by reference, and on file with the City Clerk, be, and the same is hereby entered upon the minutes of this Council as a statement of the results of the General Municipal Election.

2. That the whole number of votes cast in the City of Watsonville at the General Municipal Election were 6256 votes.

3. That the list of candidates nominated for the Districts 3, 4, 5, and 7 for offices of the Council Members for the terms of four (4) years to be filled at the General Municipal Election and the names of the candidates which were set forth in the petitions assembled and filed with the City Clerk as required by law and the number of votes cast in favor of each candidate were as follows:

| LIST OF NAMES OF CANDIDATES BY DISTRICT | NUMBER OF VOTES FOR CANDIDATES |
|--|---|
| DISTRICT NO. 3 | |
| Lowell Hurst | 685 |
| DISTRICT NO. 4 | |
| Jimmy Dutra | 531 |
| Eduardo Montesino | 415 |
| DISTRICT NO. 5 | |
| Rebecca J. Garcia | 393 |
| Daniel Dodge | 298 |
| DISTRICT NO. 7 | |
| Nancy A. Bilicich | 1,315 |

4. That the number of votes cast in each precinct in favor of the full term candidates is set forth in the County Clerk's Certification of the Votes Cast.

5. That the four (4) candidates receiving the highest number of votes in each district for the four (4) offices of Council Members, were as follows:

| LIST OF NAMES OF CANDIDATES BY DISTRICT | NUMBER OF VOTES FOR CANDIDATES |
|--|---|
| DISTRICT NO. 3 (Four year term) | |
| Lowell Hurst | 685 |
| DISTRICT NO. 4 (Four year term) | |
| Jimmy Dutra | 531 |
| DISTRICT NO. 5 (Four year term) | |
| Rebecca J. Garcia | 393 |
| DISTRICT NO. 7 (Four year term) | |
| Nancy A. Bilicich | 1,315 |

and they were thereby elected Council Members, and shall hold office for four (4) years from and after the second Tuesday following their election and continuing until their respective successors qualify; and that the City Clerk is hereby authorized to sign and deliver to Lowell Hurst, Jimmy Dutra, Rebecca J. Garcia, and Nancy A. Bilicich, a Certificate of Election, and to administer to each of the persons the Oath of Office prescribed in the Constitution of the State of California.

STATEMENT OF VOTE



Photo by: Dannettee Shoemaker, City of Santa Cruz Parks and Recreation Director

November 4, 2014 Statewide General Election



Prepared by:
Gail L. Pellerin
Santa Cruz County Clerk
701 Ocean St., Room 210
Santa Cruz, CA 95060
831-454-2060 / 1-866-282-5900
831-454-2445 (FAX)
www.votescount.com
info@votescount.com



County of Santa Cruz

COUNTY CLERK / ELECTIONS

701 Ocean Street, Room 210, Santa Cruz, CA 95060-4076
831-454-2060 Toll-free: 866-282-5900 FAX: 831-454-2445 TDD: 831-454-2123
E-mail: info@votescount.com Web Sites: www.sccoclerk.com & www.votescount.com

Gail L. Pellerin, County Clerk
Tricia Webber, Assistant County Clerk

December 2, 2014

Information Regarding this Statement of Vote

This Statement of Vote is prepared and issued pursuant to Elections Code Sections 15372 - 15374.

How results are compiled

The Statement of Vote reports results by “consolidated” voting precinct for each contest on the ballot. There were 235 consolidated voting precincts in this election – 136 were assigned to a polling location and 99 were assigned to vote by mail ballot due to a limited number of voters in that unique ballot type in that area of the county. A key to the consolidated voting precincts is provided in the “Voting/Absentee/Regular Precinct Cross Reference” provided in this booklet. There were 50 different ballot types in this election.

The Statement of the Vote also reports the vote-by-mail “absentee” results by “consolidated” voting precinct. Vote-by-mail results are listed by voting precinct number which is followed by the words “Vote By Mail/Absentee.” This category includes permanent vote-by-mail voters, mail ballot voters, voters who request to vote by mail, or voters who vote early (using paper ballots or touchscreen) at the County Elections Office or Watsonville City Clerk’s Office. Voters who reside in an all-mail ballot precinct, but voted on the touchscreen, have their votes tallied in the precinct count versus the vote-by-mail count due to the fact that touchscreens were set up for precinct operations.

Following the precinct by precinct report, total results for the Precincts and Vote-by-Mail/Absentee are provided, plus grand totals by Congressional District, State Senate District, State Assembly Districts, Supervisorial Districts, cities, and the unincorporated area of the county where the contest was on the ballot.

The “Registration” column shows the total registration for the consolidated voting precinct. Voter registration information is current as of the last day to register to vote in the election (15 days prior to the election). Late arriving, but eligible, voter registration affidavits are not included in the registration figures. Voters voting provisional ballots are reflected in the “Ballots Cast” column, but are not accounted for in the Registration column. The “Ballots Cast” column shows total ballots cast on one line by precinct and the next line by vote-by-mail.

Other Reports Included

Three election result summaries are included:

1. Final Official Results;
2. Vote-by-Mail ballots counted election night; and
3. Semi-Official Election Night Results.

Vote-By-Mail ballot statistical reports are provided showing the total number of ballots issued by voting precinct and the method of issuing, and then the total number of ballots returned by voting precinct. These statistics do not reflect votes cast by confidential voters in Santa Cruz County, or provisional ballots cast by voters in all-mail ballot precincts.

The Provisional Ballot Report shows how many voters voted by provisional ballot, how many of those were counted in its entirety, how many were not counted, the total number of ballots that were partially counted, and the breakdown of reasons why ballots were not counted. California law allows voters who vote a ballot from another precinct to have their votes remade for those contests in which they are eligible to vote.

A report showing the registration by District broken down by political party is also provided. Finally, there is a list of the 136 polling places established in the November election indicating which registration precincts were consolidated to form the voting precinct. For each election, the county's registration precincts are consolidated into voting precincts. The number of voting precincts is related to the number of various unique ballot types there are in the county for the particular election.

The key to registration precincts is: 1st digit = supervisorial district; 2nd digit = city, where 1 = Santa Cruz, 2 = Capitola, 3 = Watsonville, 4 = Scotts Valley and 0 = unincorporated; 3rd digit designates the council district in Watsonville. The 4th and 5th digits are random.

The last report in this Statement of Vote outlines our "Canvass Activities."

Cost and Information

Bound copies of this Statement of Vote may be purchased for \$25 or individual pages for 50 cents per page.

If you have any questions concerning any portion of this Statement of Vote or need additional copies, please contact the Santa Cruz County Elections Department, 701 Ocean St., Room 210, Santa Cruz, CA, 95060; phone 831-454-2060; FAX 831-454-2445; Toll-Free 1-866-282-5900; info@votescount.com website www.votescount.com

STATEMENT OF VOTE

November 4, 2014
Statewide General Election

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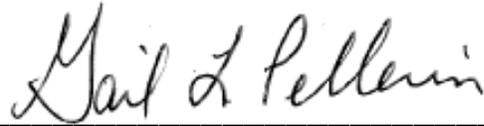
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Certification of the Votes Cast

State of California }
County of Santa Cruz } ss.

I, Gail L. Pellerin, County Clerk of the County of Santa Cruz, do hereby certify that the following is a full, true and correct statement of the results of the official canvass of the returns of the November 4, 2014 Statewide General Election held in the County of Santa Cruz.

I hereby set my hand and official seal this 2nd day of December, 2014.



Gail L. Pellerin
Santa Cruz County Clerk

| MEMBER OF CITY COUNCIL WATSONVILLE DIST 3 | | | | | | | | | | | | | | | |
|---|--------------|--------------|-------------|--|--------------|--|--|--|--|--|--|--|--|--|--|
| 100034 | | | | | | | | | | | | | | | |
| | Registration | Ballots Cast | Turnout (%) | | LOWELL HURST | | | | | | | | | | |
| 23311 23311 | 1228 | 136 | 11.07 | | 110 | | | | | | | | | | |
| 23311 - Vote By Mail / Absentee P | 1228 | 347 | 28.26 | | 286 | | | | | | | | | | |
| 23312 23312 | 992 | 125 | 12.60 | | 97 | | | | | | | | | | |
| 23312 - Vote By Mail / Absentee P | 992 | 235 | 23.69 | | 192 | | | | | | | | | | |
| Precinct Totals | 2220 | 261 | 11.76 | | 207 | | | | | | | | | | |
| Vote By Mail / Absentee Reporting | 2220 | 582 | 26.22 | | 478 | | | | | | | | | | |
| Grand Totals | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| CALIFORNIA | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| 20th Congressional Dist | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| 17th Senatorial District | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| 30th Assembly District | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| State Board of Equal District 2 | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| Supervisor District 2 | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| Santa Cruz | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |
| City of Watsonville | 2220 | 843 | 37.97 | | 685 | | | | | | | | | | |

SANTA CRUZ COUNTY Statement of Vote
NOVEMBER 4, 2014 CALIFORNIA GENERAL

| MEMBER OF CITY COUNCIL WATSONVILLE DIST 4 | | | | | | | | | | | | | | | |
|---|--------------|--------------|-------------|--|-------------------|-------------|--|--|--|--|--|--|--|--|--|
| 100035 | Registration | Ballots Cast | Turnout (%) | | EDUARDO MONTESINO | JIMMY DUTRA | | | | | | | | | |
| 23410 23410 | 299 | 0 | 0.00 | | 0 | 0 | | | | | | | | | |
| 23410 - Vote By Mail / Absentee F | 299 | 137 | 45.82 | | 65 | 68 | | | | | | | | | |
| 23492 23492 | 0 | 0 | 0.00 | | 0 | 0 | | | | | | | | | |
| 23492 - Vote By Mail / Absentee F | 0 | 0 | 0.00 | | 0 | 0 | | | | | | | | | |
| 43410 43410 | 1289 | 234 | 18.15 | | 101 | 109 | | | | | | | | | |
| 43410 - Vote By Mail / Absentee F | 1289 | 318 | 24.67 | | 135 | 168 | | | | | | | | | |
| 43441 43441 | 819 | 132 | 16.12 | | 55 | 70 | | | | | | | | | |
| 43441 - Vote By Mail / Absentee F | 819 | 194 | 23.69 | | 59 | 116 | | | | | | | | | |
| Precinct Totals | 2407 | 366 | 15.21 | | 156 | 179 | | | | | | | | | |
| Vote By Mail / Absentee Reporting | 2407 | 649 | 26.96 | | 259 | 352 | | | | | | | | | |
| Grand Totals | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| CALIFORNIA | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| 20th Congressional Dist | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| 17th Senatorial District | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| 29th Assembly District | 0 | 0 | 0.00 | | 0 | 0 | | | | | | | | | |
| 30th Assembly District | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| State Board of Equal District 2 | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| Supervisor District 2 | 299 | 137 | 45.82 | | 65 | 68 | | | | | | | | | |
| Supervisor District 4 | 2108 | 878 | 41.65 | | 350 | 463 | | | | | | | | | |
| Santa Cruz | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |
| City of Watsonville | 2407 | 1015 | 42.17 | | 415 | 531 | | | | | | | | | |

SANTA CRUZ COUNTY Statement of Vote
NOVEMBER 4, 2014 CALIFORNIA GENERAL

| MEMBER OF CITY COUNCIL WATSONVILLE DIST 5 | | | | | | | | | | | | | | | |
|---|--------------|--------------|-------------|--|-------------------|--------------|--|--|--|--|--|--|--|--|--|
| 100036 | Registration | Ballots Cast | Turnout (%) | | REBECCA J. GARCIA | DANIEL DODGE | | | | | | | | | |
| 43501 43501 | 939 | 110 | 11.71 | | 56 | 41 | | | | | | | | | |
| 43501 - Vote By Mail / Absentee F | 939 | 273 | 29.07 | | 152 | 100 | | | | | | | | | |
| 43540 43540 | 865 | 158 | 18.27 | | 82 | 60 | | | | | | | | | |
| 43540 - Vote By Mail / Absentee F | 865 | 195 | 22.54 | | 88 | 87 | | | | | | | | | |
| 43541 43541 | 79 | 2 | 2.53 | | 0 | 2 | | | | | | | | | |
| 43541 - Vote By Mail / Absentee F | 79 | 26 | 32.91 | | 15 | 8 | | | | | | | | | |
| Precinct Totals | 1883 | 270 | 14.34 | | 138 | 103 | | | | | | | | | |
| Vote By Mail / Absentee Reporting | 1883 | 494 | 26.23 | | 255 | 195 | | | | | | | | | |
| Grand Totals | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| CALIFORNIA | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| 20th Congressional Dist | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| 17th Senatorial District | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| 30th Assembly District | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| State Board of Equal District 2 | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| Supervisor District 4 | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| Santa Cruz | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |
| City of Watsonville | 1883 | 764 | 40.57 | | 393 | 298 | | | | | | | | | |

SANTA CRUZ COUNTY Statement of Vote
NOVEMBER 4, 2014 CALIFORNIA GENERAL

| MEMBER OF CITY COUNCIL WATSONVILLE DIST 7 | | | | | | | | | | | | | | | |
|---|--------------|--------------|-------------|--|-------------------|--|--|--|--|--|--|--|--|--|--|
| 100037 | Registration | Ballots Cast | Turnout (%) | | NANCY A. BILICICH | | | | | | | | | | |
| 43710 43710 | 1232 | 184 | 14.94 | | 132 | | | | | | | | | | |
| 43710 - Vote By Mail / Absentee F | 1232 | 358 | 29.06 | | 311 | | | | | | | | | | |
| 43731 43731 | 970 | 146 | 15.05 | | 119 | | | | | | | | | | |
| 43731 - Vote By Mail / Absentee F | 970 | 320 | 32.99 | | 270 | | | | | | | | | | |
| 43741 43741 | 800 | 182 | 22.75 | | 155 | | | | | | | | | | |
| 43741 - Vote By Mail / Absentee F | 800 | 375 | 46.88 | | 328 | | | | | | | | | | |
| Precinct Totals | 3002 | 512 | 17.06 | | 406 | | | | | | | | | | |
| Vote By Mail / Absentee Reporting | 3002 | 1053 | 35.08 | | 909 | | | | | | | | | | |
| Grand Totals | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| CALIFORNIA | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| 20th Congressional Dist | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| 17th Senatorial District | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| 30th Assembly District | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| State Board of Equal District 2 | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| Supervisor District 4 | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| Santa Cruz | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |
| City of Watsonville | 3002 | 1565 | 52.13 | | 1315 | | | | | | | | | | |

November 4, 2014

| SANTA CRUZ | | | | | | | | | | | | | |
|-----------------------------------|--------------|--------------|-------------|-------------------------------------|---------------|-----------------------------------|--------------|------------------------------------|---------------|---------------------------------------|--------------|--|--|
| 100002 | Registration | Ballots Cast | Turnout (%) | GOVERNOR EDMUND G. "JERRY" BROWN | NEEL KASHKARI | LIUTENANT GOVERNOR RON NEHRING | GAVIN NEWSOM | SECRETARY OF STATE ALEX PADILLA | PETE PETERSON | STATE CONTROLLER ASHLEY SWEARENGIN | BETTY T. YEE | | |
| 54031 54031 | 1075 | 243 | 22.60 | 149 | 85 | 96 | 137 | 121 | 107 | 106 | 118 | | |
| 54031 - Vote By Mail / Absentee F | 1075 | 342 | 31.81 | 213 | 123 | 145 | 184 | 166 | 154 | 146 | 177 | | |
| 54051 54051 | 1304 | 284 | 21.78 | 199 | 75 | 87 | 184 | 151 | 116 | 106 | 158 | | |
| 54051 - Vote By Mail / Absentee F | 1304 | 496 | 38.04 | 363 | 126 | 146 | 335 | 309 | 165 | 167 | 305 | | |
| 54061 54061 | 864 | 203 | 23.50 | 116 | 84 | 91 | 108 | 94 | 100 | 94 | 99 | | |
| 54061 - Vote By Mail / Absentee F | 864 | 271 | 31.37 | 156 | 109 | 120 | 139 | 124 | 122 | 126 | 118 | | |
| 54070 54070 | 1032 | 228 | 22.09 | 157 | 68 | 76 | 146 | 135 | 85 | 83 | 136 | | |
| 54070 - Vote By Mail / Absentee F | 1032 | 352 | 34.11 | 243 | 95 | 112 | 230 | 200 | 128 | 123 | 201 | | |
| Precinct Totals | 142405 | 30296 | 21.27 | 23764 | 5889 | 6642 | 22594 | 20845 | 7878 | 7300 | 21328 | | |
| Vote By Mail / Absentee Reporting | 142405 | 43744 | 30.72 | 33213 | 9610 | 11024 | 31192 | 28492 | 12834 | 12210 | 29138 | | |
| Grand Totals | 142405 | 74040 | 51.99 | 56977 | 15499 | 17666 | 53786 | 49337 | 20712 | 19510 | 50466 | | |
| CALIFORNIA | 142405 | 74040 | 51.99 | 56977 | 15499 | 17666 | 53786 | 49337 | 20712 | 19510 | 50466 | | |
| 18th Congressional Dist | 31701 | 18531 | 58.46 | 13448 | 4699 | 5368 | 12563 | 11502 | 6031 | 5794 | 11727 | | |
| 20th Congressional Dist | 110704 | 55509 | 50.14 | 43529 | 10800 | 12298 | 41223 | 37835 | 14681 | 13716 | 38739 | | |
| 17th Senatorial District | 142405 | 74040 | 51.99 | 56977 | 15499 | 17666 | 53786 | 49337 | 20712 | 19510 | 50466 | | |
| 29th Assembly District | 122320 | 65361 | 53.43 | 50289 | 13659 | 15596 | 47496 | 43380 | 18332 | 17408 | 44250 | | |
| 30th Assembly District | 20085 | 8679 | 43.21 | 6688 | 1840 | 2070 | 6290 | 5957 | 2380 | 2102 | 6216 | | |
| State Board of Equal District 2 | 142405 | 74040 | 51.99 | 56977 | 15499 | 17666 | 53786 | 49337 | 20712 | 19510 | 50466 | | |
| Supervisor District 1 | 31431 | 16936 | 53.88 | 12908 | 3669 | 4201 | 12158 | 11109 | 4894 | 4633 | 11373 | | |
| Supervisor District 2 | 29674 | 16442 | 55.41 | 12057 | 4089 | 4599 | 11330 | 10143 | 5479 | 5186 | 10421 | | |
| Supervisor District 3 | 34442 | 15971 | 46.37 | 13631 | 1923 | 2229 | 13076 | 12204 | 2747 | 2569 | 12362 | | |
| Supervisor District 4 | 15818 | 6947 | 43.92 | 5326 | 1506 | 1712 | 4985 | 4703 | 1982 | 1737 | 4929 | | |
| Supervisor District 5 | 31040 | 17744 | 57.16 | 13055 | 4312 | 4925 | 12237 | 11178 | 5610 | 5385 | 11381 | | |
| Santa Cruz | 142405 | 74040 | 51.99 | 56977 | 15499 | 17666 | 53786 | 49337 | 20712 | 19510 | 50466 | | |
| City of Santa Cruz | 37867 | 17647 | 46.60 | 14988 | 2190 | 2543 | 14362 | 13327 | 3173 | 2967 | 13500 | | |
| City of Capitola | 5550 | 3061 | 55.15 | 2353 | 633 | 734 | 2220 | 2032 | 860 | 822 | 2076 | | |
| City of Watsonville | 14803 | 6256 | 42.26 | 4963 | 1191 | 1352 | 4673 | 4438 | 1563 | 1349 | 4634 | | |
| City of Scotts Valley | 7039 | 4112 | 58.42 | 2678 | 1334 | 1529 | 2423 | 2139 | 1708 | 1642 | 2206 | | |
| Unincorporated Area | 77146 | 42964 | 55.69 | 31995 | 10151 | 11508 | 30108 | 27401 | 13408 | 12730 | 28050 | | |

City of Watsonville
Redevelopment and Housing Department

M E M O R A N D U M



DATE: November 18, 2014 *Carlos J. Palacios*

TO: Carlos J. Palacios, City

FROM: Ezequiel Vega, Administrative Services Director

SUBJECT: Joint Resolution Authorizing the First Amendment to the City/Successor Agency Third Loan Agreement in an additional amount not to Exceed \$54,000 for Enforceable Obligations, Administrative Expenses and Project Related Expenses

AGENDA ITEM: December 9, 2014 City Council/Successor Agency

RECOMMENDATION: It is recommended that the City Council and the Successor Agency to the Redevelopment Agency of the City of Watsonville adopt the attached resolution authorizing the City Manager to Execute the First Amendment to the Third Loan Agreement for Enforceable Obligations, Administrative Costs and Project Related Expenses increasing the total loan amount to \$254,000, equating to a \$54,000 increase, to become effective only upon approval by the Oversight Board and the California Department of Finance.

DISCUSSION: ABX1-26, which was enacted by the State legislature on June 27, 2011 and the subsequent decision rendered by the California Supreme Court in the Matosantos case, called for the dissolution of all redevelopment agencies in California as of February 1, 2012. As a result, the Watsonville Redevelopment Agency ceased to exist and the City elected to serve as the Successor Agency to its dissolved redevelopment agency (“Successor Agency”). The dissolution legislation established new county-wide funds called Redevelopment Property Tax Trust Funds (RPTTF) wherein what was formally called tax increment is deposited by the County. County Auditor-Controllers then distribute to Successor Agencies only that amount needed to meet Successor Agency California Department of Finance (DOF) and Oversight Board approved enforceable obligations and administrative expenses with any balance remaining being distributed to the affected taxing entities.

AB 1484, adopted in June 2012 as clean-up legislation to ABX1-26, allowed cities to loan funds to their successor agencies for enforceable obligations, administrative costs and project related expenses. Collectively, this legislation specified that litigation expenses are not administrative expenses and, as such, are thereby considered project related expenses.

The City and the Successor Agency have previously entered into two loan agreements wherein the City has advanced funds to the Successor Agency and the larger of these loans has been fully repaid. The Successor Agency initiated litigation against DOF relative to differing

interpretations of redevelopment dissolution law and on September 10, 2013, the City Council and Successor Agency adopted Resolution 128-13 (CM) and Resolution 3-13 (OB) authorizing the Third City/Successor Agency Loan Agreement in an amount not to exceed \$200,000 for litigation purposes. Unfortunately, the initial ruling in this case was disappointing and an appeal has been filed. It is now necessary to enter into a First Amendment to the City/Successor Agency Third Loan Agreement increasing the loan amount by an additional \$54,000, bringing the total loan amount to \$254,000, in order to advance funds to the Successor Agency for both litigation and appeal related expenses. After Oversight Board approval, this increased amount can then be included on the Successor Agency's ROPS which is then forwarded to DOF for consideration. Assuming DOF approval, the City can then receive reimbursement for the additional litigation expenses from future RPTTF distributions to the Successor Agency from the Auditor-Controller.

FINANCIAL IMPACT: Approving the City/Successor Agency First Amendment to the Third Loan Agreement by \$54,000 thereby increasing the total Third Loan Agreement to an amount not to exceed \$254,000 provides the City the ability to get reimbursed for actual litigation and appeal costs currently funded through the City's risk management fund from future allocations of RPTTF received by the Successor Agency, contingent upon approval of the Oversight Board and the California Department of Finance. This Loan also includes interest at the Local Agency Investment Fund (LAIF) rate.

ALTERNATIVES: The City Council and the Successor Agency could elect not to approve the First Amendment to the Third City/Successor Agency Loan Agreement, but doing so would make it impossible for the City to be reimbursed for these increased redevelopment dissolution litigation expenses.

ATTACHMENTS: None

cc: City Attorney/Successor Agency Counsel

RESOLUTION NO. _____ (CM)
 RESOLUTION NO. _____ (SA)

A JOINT RESOLUTION OF THE CITY OF WATSONVILLE AND OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE APPROVING A FIRST AMENDMENT TO THE THIRD LOAN AGREEMENT BETWEEN THE CITY AND THE SUCCESSOR AGENCY UNDER HEALTH & SAFETY CODE SECTION 34173(H)

WHEREAS, in accord with the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq. (“**CRL**”), the City Council of the City of Watsonville (“**City**”) previously established the Redevelopment Agency of the City of Watsonville, a public body, corporate and politic (“**Agency**”) to carry out the purposes of and exercise the powers granted to community redevelopment agencies under the CRL; and

WHEREAS, on February 1, 2012, the Agency was dissolved pursuant to Assembly Bill 1X26 (Stats. 2011, 1st Ex. Sess., Ch. 5) (“**AB 26**”), and its rights, powers, duties and obligations were transferred to a “successor agency” (as defined by CRL Section 34171(j) and Section 34173); and

WHEREAS, the City Council determined that the City would become the Agency’s successor agency (“**Successor Agency**”) under CRL Section 34173; and

WHEREAS, pursuant to CRL Section 34179, an oversight board (“**Oversight Board**”) was established for the Successor Agency; and

WHEREAS, CRL Section 34177.3 authorizes the Successor Agency to make enforceable obligations related to the winding up of the Agency’s affairs, including for the acquisition of legal services; and

WHEREAS, with the Oversight Board's approval, CRL section 34173(h) permits the City to loan the Successor Agency funds to pay the Successor Agency's administrative costs, enforceable obligations, and project-related expenses; and

WHEREAS, in accord with CRL Section 34177.3, the Successor Agency created various enforceable obligations to conduct the work of winding down the Agency's affairs, including enforceable obligations related to the services of legal counsel needed in connection with various litigation matters in which the Successor Agency is involved; and

WHEREAS, the City and the Successor Agency previously entered into an agreement entitled "**Third Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses**" ("**Third Loan Agreement**") providing for a loan ("**Third Loan**") from the City to the Successor Agency in an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, the City and the Successor Agency desire to amend the Third Loan Agreement to increase the Third Loan by Fifty-Four Thousand Dollars (\$54,000) ("**Third Loan Increase**"); and

WHEREAS, to implement the terms of the preceding Recital, the City and the Successor Agency have prepared an agreement entitled "**First Amendment to Third Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses**" ("**First Amendment to Third Loan Agreement**") (a copy of which is attached as Exhibit A); and

WHEREAS, the Successor Agency's maximum repayment obligation with respect to the Third Loan Increase under the First Amendment to Third Loan

Agreement, inclusive of principal and interest, is limited to Fifty-Five Thousand Five Hundred Dollars (\$55,500); and

WHEREAS, prior to becoming effective, the First Amendment to Third Loan Agreement must be approved by the Oversight Board and submitted to the State Department of Finance (“**DOF**”) for review in accord with CRL Section 34179(h); and

WHEREAS, the City and the Successor Agency desire to approve the First Amendment to Third Loan Agreement.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE AND THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WATSONVILLE AS FOLLOWS:

Section 1. Under the authority of CRL Sections 34173(h) and 34180(h), the City and the Successor Agency jointly approve the First Amendment to Third Loan Agreement, in the form attached as Exhibit “A.”

Section 2. The City Council and the governing board for the Successor Agency direct the City Manager to execute the First Amendment to Third Loan Agreement on behalf of the City and on behalf of the Successor Agency. The City Manager is further authorized, with the concurrence of the City Attorney and Successor Agency legal counsel, to approve technical, non-substantive amendments to the First Amendment to Third Loan Agreement on the City’s and the Successor Agency’s behalf and to otherwise carry out the actions authorized by this Resolution.

Section 3. The City Council directs that the Third Loan Increase be funded from the City’s Risk Management Fund. The Third Loan Increase is to be repaid to the

Risk Management Fund upon the same terms as the Third Loan Increase is repaid to the City by the Successor Agency, including interest.

Section 4. The Successor Agency is directed to submit this Resolution and the First Amendment to Third Loan Agreement to the Oversight Board for approval in accord with CRL Sections 34173(h) and 34180(h). The approvals and other actions authorized by this Resolution will become effective as provided by CRL Section 34179(h).

**FIRST AMENDMENT TO THIRD LOAN AGREEMENT FOR
ENFORCEABLE OBLIGATIONS, ADMINISTRATIVE COSTS AND
PROJECT-RELATED EXPENSES**

ARTICLE I.

PARTIES AND EFFECTIVE DATE

1.1 Parties. This “**First Amendment to Third Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses**” (“**First Amendment to Third Loan Agreement**”) is reference dated as of _____, 2014. This First Amendment to Third Loan Agreement is entered into between (1) the City of Watsonville, a California charter law city and municipal corporation (“**City**”) and (2) The Successor Agency to the Redevelopment Agency of the City of Watsonville, formed and existing in accord with Section 34173 of the California Community Redevelopment Law (“**CRL**”) (Health & Safety Code Section 33000, et seq.) (“**Successor Agency**”).

1.2 Effective Date. This First Amendment to Third Loan Agreement will not become effective until the date (“**Effective Date**”) all of the following have occurred:

A. This First Amendment to Third Loan Agreement has been approved by the City Council as the City’s governing body and by the City Council as the Successor Agency’s governing board and has been executed by the City’s and the Successor Agency’s authorized officials.

B. This First Amendment to Third Loan Agreement has been approved by the Successor Agency’s oversight board (“**Oversight Board**”) formed in accord with CRL Section 34179.

C. As provided in CRL Section 34179(h), five (5) business days have elapsed since notice of the Oversight Board’s action approving this First Amendment to Third Loan Agreement was provided to the State Department of Finance (“**DOF**”), unless the DOF requests to review the Oversight Board’s action, in which case this paragraph C will be deemed satisfied upon the DOF’s approval of the Oversight Board’s action.

ARTICLE II.

RECITALS

2.1 Under the provisions of the CRL, the City Council of the City of Watsonville previously established the Redevelopment Agency of the City of Watsonville, a public body, corporate and politic (“**Agency**”), to carry out the purposes of and exercise the powers granted to community redevelopment agencies under the CRL.

2.2 On February 1, 2012, the Agency was dissolved by operation of Assembly Bill 1X26 (Stats. 2011, 1st Ex. Sess., Ch. 5) (“**AB 26**”), and its rights, powers, duties and

obligations were transferred to a “successor agency” (as defined in CRL Section 34171(j) and Section 34173).

2.3 As provided by AB 26, the City Council took official action electing to become the Agency’s successor agency (“**Successor Agency**”) under CRL Section 34173.

2.4 On or about June 27, 2012, the provisions of Assembly Bill 1484 (“**AB 1484**”) became law. AB 1484 modified the CRL and AB 26 in various ways. As used herein, the term “**CRL**” means Health & Safety Code Section 33000, *et seq.*, as modified by AB 26 and AB 1484. Specific terms used and not otherwise defined in this First Amendment to Third Loan Agreement will have the meanings given to those terms in the CRL.

2.5 In accord with CRL Section 34177.3, the Successor Agency created various enforceable obligations to conduct the work of winding down the Agency’s affairs, including enforceable obligations related to the services of legal counsel needed in connection with various litigation matters (including related appeal work) in which the Successor Agency is involved (“**Litigation Expenses**”).

2.6 CRL Section 34173(h) permits the City, as the former Agency’s creating authority, to loan or grant funds to the Successor Agency to pay for enforceable obligations, administrative costs, and project-related expenses.

2.7 On or about September 10, 2013, the City and the Successor Agency entered into that certain “**Third Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses**” by which the City agreed to loan the Successor Agency the principal sum of not to exceed Two Hundred Thousand Dollars (\$200,000) (“**Third Loan**”) so that the Successor Agency could pay Litigation Expenses. The Third Loan has been fully disbursed to the Successor Agency.

2.8 In order to fund additional Litigation Expenses beyond those covered by the Third Loan, the Successor Agency has requested that the City loan it an additional amount not to exceed Fifty-Four Thousand Dollars (\$54,000) (“**Third Loan Increase**”). The City is willing to amend the Third Loan Agreement and to make the Third Loan Increase under the authority of CRL Section 34173(h) on the terms set forth in this First Amendment to Third Loan Agreement.

2.9 On or about August 28, 2012, the City and the Successor Agency entered into that certain “**Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses (for the Period July 1, 2012 – December 31, 2012)**” (“**First Loan Agreement**”). On or about August 28, 2012, the City and the Successor Agency entered into that certain “**Loan Agreement for Due Diligence Review Costs (for the Period July 1, 2012 – December 31, 2012)**” (“**Second Loan Agreement**”). On or about August 26, 2014, the City and the Successor Agency entered into that certain “**Fourth Loan Agreement for Enforceable Obligations, Administrative Costs and Project-Related Expenses**” (“**Fourth Loan Agreement**”). This First Amendment to Third Loan Agreement does not modify the First Loan Agreement, Second Loan Agreement, or Fourth Loan Agreement in any respect. The First Loan Agreement, Second Loan Agreement, and Fourth Loan Agreement remain in full force and effect in accordance with their terms.

ARTICLE III.

TERMS

3.1 Amendment of Third Loan Agreement. This First Amendment to Third Loan Agreement modifies the Third Loan Agreement as provided herein. Except as specifically amended by this First Amendment to Third Loan Agreement, the Third Loan Agreement is unaffected by this First Amendment to Third Loan Agreement and remains in effect in accordance with its terms.

3.2 Third Loan Increase. The City agrees to disburse the Third Loan Increase to the Successor Agency in periodic installments (each, an “**Installment**” and, collectively, “**Installments**”) of any amount upon the Successor Agency’s request, so long as the total of all Installments does not exceed Fifty-Four Thousand Dollars (\$54,000), exclusive of accrued interest. Each disbursement request must be accompanied by documentation which reasonably evidences the amount of Litigation Expenses incurred by the Successor Agency. The Third Loan Increase will be disbursed to the Successor Agency to be held in its accounts and will be used to pay the Successor Agency’s Litigation Expenses. The Third Loan Increase is not a revolving line of credit and no further Installments will be disbursed once the total of all disbursements equals Fifty-Four Thousand Dollars (\$54,000).

3.3 Interest and Repayment Terms. Each Installment will become due and payable in full on the March 1 or October 1 (whichever occurs first) following the date of disbursement. Each disbursed and outstanding Installment will accrue interest at the rate earned by funds deposited by the City into the Local Agency Investment Fund, as it may be adjusted from time-to-time (“**LAIF Rate**”), from the date of its disbursement until fully repaid.

3.4 Limitation on Total Amount Repayable Under This First Amendment to Third Loan Agreement. Anything to the contrary in this First Amendment to Third Loan Agreement notwithstanding, the maximum aggregate amount, inclusive of principal and interest, that may become payable by the Successor Agency under this First Amendment to Third Loan Agreement is Fifty-Five Thousand Five Hundred Dollars (\$55,500). The amount of interest accrued and payable under Section 3.3 will be reduced or forgiven by the City as needed so that the Successor Agency’s total obligation under this First Amendment to Third Loan Agreement does not exceed Fifty-Five Thousand Five Hundred Dollars (\$55,500).

3.5 Inclusion on Recognized Obligation Payment Schedule.

A. The Successor Agency will identify this First Amendment to Third Loan Agreement as an enforceable obligation under CRL 34173(h) on each Recognized Obligation Payment Schedule (“**ROPS**”) to be submitted by the Successor Agency to the Department of Finance for all fiscal periods commencing after disbursement of the first Installment until the Third Loan Increase has been fully repaid, including interest. The Successor Agency will request an allocation of property taxes from the “**Redevelopment Property Tax Trust Fund**” (established pursuant to CRL Section 34170.5 and administered by the County Auditor-Controller in accord with CRL Sections 34182 and 34183) (“**RPTTF**”) on each ROPS covering any fiscal period in which the Successor Agency has a repayment obligation under this First

Amendment to Third Loan Agreement. The Successor Agency will continue to make allocation requests on all subsequent ROPS until the Third Loan Increase and all accrued interest has been fully repaid. The amount of each allocation request will be equal to the sum of the Successor Agency's repayment obligation arising during the period covered by the ROPS plus the remaining balance (if any) of any repayment due during a prior ROPS period which was not fully paid.

B. The Successor Agency will prepare each ROPS as required by the CRL and submit it to the Oversight Board and such other governmental agencies as the CRL may require from time-to-time. The Successor Agency will take all other actions as required by the CRL or other applicable authority to ensure that the Successor Agency receives an allocation of taxes from RPTTF in the amounts necessary to satisfy the Successor Agency's payment obligations under this First Amendment to Third Loan Agreement.

3.6 Amendment or Modification. This First Amendment to Third Loan Agreement and the Successor Agency's obligations under it may be amended or modified only in the following ways:

A. By the mutual written agreement of the City and the Successor Agency, following all notices, hearings and approvals required by then-applicable provisions of the CRL and other legal authority.

B. As required to conform to future changes in the CRL, other applicable legal authority, or pursuant to an order or judgment of a court of competent jurisdiction.

3.7 No Other Successor Agency Income or Assets Subject to Repayment Obligation. No funds or other assets of the Successor Agency other than property tax allocations from the RPTTF may be used for the repayment of the Successor Agency's obligations under this First Amendment to Third Loan Agreement.

3.8 Remedies for Breach. If the Successor Agency fails for any reason whatsoever to fulfill its obligations under this First Amendment to Third Loan Agreement, the City may, without notice or demand, accelerate all payments to become due under this First Amendment to Third Loan Agreement and declare the entirety of the unpaid Third Loan Increase principal and accrued interest immediately due and payable.

[Signatures on following page]

*[Signatures to First Amendment to Third Loan Agreement for
Enforceable Obligations, Administrative Costs and Project-Related Expenses]*

CITY

City of Watsonville, a California charter law city and
municipal corporation

ATTEST:

Beatriz Vázquez Flores, City Clerk

By: _____
Name: Carlos Palacios, City Manager

APPROVED AS TO FORM:

By: _____
Alan J. Smith, City Attorney

SUCCESSOR AGENCY

**The Successor Agency to the Redevelopment
Agency of the City of Watsonville**, a public entity
created and existing under the authority of CRL
Section 34173

ATTEST:

Beatriz Vázquez Flores, City Clerk as
Secretary to the Successor Agency

By: _____
Name: Carlos Palacios, City Manager

APPROVED AS TO FORM:

Gresham Savage Nolan & Tilden, PC

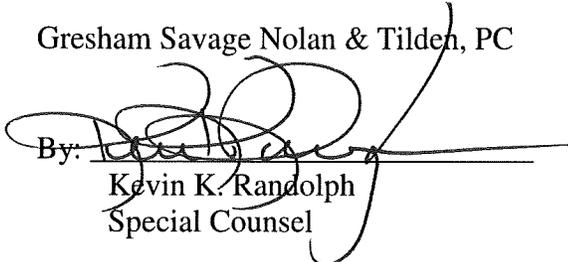
By: 
Kevin K. Randolph
Special Counsel

Exhibit "A"
5 of 5

ORDINANCE NO. _____ (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AMENDING CHAPTER 37 (SMOKING CONTROL) OF TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE WATSONVILLE MUNICIPAL CODE RELATING TO SMOKING

Amends Ordinance No. 957-94 (CM)

**THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. ENACTMENT.

Section 5-37.04 (Definitions) of Chapter 37 (Smoking Control) of Title 5 (Public Welfare, Morals and Conduct) of the Watsonville Municipal Code is hereby amended by adding a definition of "Electronic Smoking Device" and amending the definition of "Smoking" to read in words and figures as follows:

Sec. 5-37.04 Definitions.

"Electronic Smoking Device" means any electronic device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substance to the user. "Electronic Smoking Device" includes any electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

"Smoke or Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco, chemical substance or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.



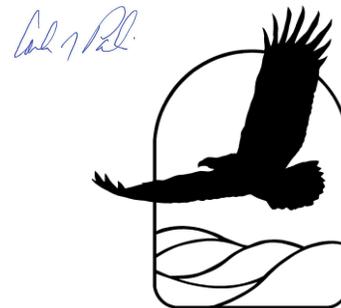
SECTION 2. PUBLICATION.

This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be in force and take effect thirty (30) days after its final adoption.

City of Watsonville
City Clerk's Office



MEMORANDUM

DATE: November 18, 2014

TO: Honorable Mayor and City Council Members

FROM: Beatriz Vázquez Flores, City Clerk APPROVED
By Beatriz Vázquez Flores at 6:14 pm, Nov 19, 2014

SUBJECT: Affirmation of Local Appointments List for Commissions, Boards, and Committees

MEETING: December 9, 2014 **City Council**

RECOMMENDATION:

That the City Council approve a motion affirming the Local Appointments List and direct that it be posted outside the Watsonville Public Library.

DISCUSSION:

In accordance with State Law, Government Code Section 54972, the City Council must prepare and post a Local Appointments List prior to December 31, 2014.

The State Legislature found that there was a vast and largely untapped reservoir of talent existing among the citizens of the State of California and that they were not aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees. In order to provide access to information regarding vacancies which occur on local boards, commissions, and committees, Government Code Section 54972 requires that each legislative body prepare and post a Local Appointments List on or before December 31st of each year, consisting of the following:

- A list of appointive terms, which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires, and the necessary qualifications for the position.
- A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body and the necessary qualifications for each position.

After the City Council takes action to affirm the list, a copy of the list will be posted outside the Watsonville Public Library.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

None

ATTACHMENTS:

1. Local Appointments List
2. Government Code Sections 54970-54974

LOCAL APPOINTMENTS LIST 2015 BOARDS AND COMMISSIONS VACANCIES

Library Board

| <u>DISTRICT</u> | <u>MEMBERS</u> | <u>APPT. DATE</u> | <u>EXP. DATE*</u> |
|-----------------|---------------------------|-----------------------|-----------------------|
| No. 3 | Vacant | 01/8/13 | 11/2014 |
| No. 4 | Antonio Rivas | 02/8/11 | 11/2014 |
| No. 5 | Anthony Bernard Tapiz Jr. | 11/13/12 | 11/2014 |
| No. 7 | Gail Olson | 01/11/11 | 11/2014 |

BOARD OF LIBRARY TRUSTEES: ESTABLISHED: POWERS AND DUTIES.

There shall be a Board of Library Trustees consisting of seven (7) members which shall have the power and duty to:

- (a) Have charge of the administration of City libraries and make and enforce such by-laws, rules and regulations as may be necessary therefore;
- (b) Designate its own secretary;
- (c) Consider the annual budget for library purposes during the process of its preparation and make recommendations with respect thereto to the Council and the City Manager;
- (d) Purchase and acquire books, journals, maps, publications and other supplies peculiar to the needs of the library, subject, however, to the limitations of the budget for such purposes. The expenditure and disbursement of funds for such purchases shall be made and approved as elsewhere in the Charter provided;
- (e) Accept money, personal property or real estate donated to the City for library purposes, subject to the approval of the Council;
- (f) Contract with schools, county or other governmental agencies to render or receive library services or facilities, subject to the approval of the Council; and
- (g) Perform such other duties relating to library matters as may be prescribed by the Council not inconsistent with the provisions of this Charter.

Parks & Recreation Commission

| <u>DISTRICT</u> | <u>MEMBERS</u> | <u>APPT. DATE</u> | <u>EXP. DATE*</u> |
|-----------------|-------------------|-----------------------|-----------------------|
| No. 3 | María R. Orozco. | 01/11/11 | 11/2014 |
| No. 4 | Micaela López | 01/11/11 | 11/2014 |
| No. 5 | Rebecca J. García | 01/25/11 | 11/2014 |
| No. 7 | Rhea DeHart | 02/26/13 | 11/2014 |

PARKS AND RECREATION COMMISSION: POWERS AND DUTIES.

The Parks and Recreation Commission shall have the power and duty to:

- (a) Act in an advisory capacity to the Council and the City Manager in all matters pertaining to parks and recreation;

- (b) Consider the provisions of the annual budget for park and recreation purposes during the process of the preparation of the budget and make recommendations with respect thereto to the City Manager and Council;
- (c) Formulate and recommend to the Council and the City Manager a parks and recreation program for the inhabitants of the City which will contribute to the attainment of the general educational and recreational objectives for children and adults of the City, promote and stimulate public interest therein, and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested in therein;
- (d) Formulate and recommend to the Council and the City Manager policies for the acquisition, development and improvement of parks and playgrounds and for the planning, care and removal of trees and shrubs in all parks, playgrounds and streets;
- (e) Recommend to the Council and the City Manager as to the acceptance or rejection of offers of donations of money, personal property or real estate to be used for park and recreation purposes; and
- (f) Perform such other duties relating to park and recreation matters as may be prescribed by the Council not inconsistent with the provisions of this Charter.

Personnel Commission

| <u>DISTRICT</u> | <u>MEMBERS</u> | <u>APPT. DATE</u> | <u>EXP. DATE*</u> |
|-----------------|-------------------------|-----------------------|-----------------------|
| No. 1 | Vacant | | 11/2016 |
| No. 3 | Silvia M. Díaz | | 11/2014 |
| No. 4 | Charles Martin Fury III | 6/28/11 | 11/2014 |
| No. 5 | Francisco Palacios | 07/12/11 | 11/2014 |
| No. 7 | Betty Bobeda | 01/08/13 | 11/2014 |

PERSONNEL COMMISSION: POWERS AND DUTIES.

The Personnel Commission shall have the power and duty to:

- (a) Act in an advisory capacity to the Council and the City Manager or other appointive power on matters relating to personnel administration;
- (b) Recommend to the Council upon request, the adoption, amendment or repeal of the personnel rules and regulations referred to in Section 1002 of this Charter;
- (c) Hear appeals of any officer or employee holding a regular position in the competitive service pertaining to suspension, demotion, dismissal or disciplinary action as provided for in Article X;
- (d) Make any investigation which it may consider desirable concerning the conditions of employment and the administration of personnel in the municipal service and report its findings to the Council, the City Manager and any other appointive power; and
- (e) Perform such other duties relating to Personnel matters as may be prescribed by the Council not inconsistent with the provisions of this Charter.

Planning Commission

| <u>DISTRICT</u> | <u>MEMBERS</u> | <u>APPT. DATE</u> | <u>EXP. DATE*</u> |
|-----------------|--------------------|-----------------------|-----------------------|
| No. 3 | Dobie Jenkins | 01/22/13 | 11/2014 |
| No. 4 | Pedro Castillo | 01/11/11 | 11/2014 |
| No. 5 | Jenny T. Sarmiento | 03/12/13 | 11/2014 |
| No. 7 | Rick Danna | 01/08/13 | 11/2014 |

PLANNING COMMISSION: POWERS AND DUTIES.

The Planning Commission shall have the power and duty to:

- (a) Recommend to the Council after a public hearing thereon the adoption, amendment or repeal of a general plan or any part thereof, or the adoption, amendment or repeal of a specific plan for the physical development of the City, as such terms are defined by Chapter 3, Title 7, of the Government Code of the State of California, as may be amended;
- (b) List and classify annually all proposed public improvements recommended by officers, departments, boards or commissions of the City and, not later than the first regular meeting of May of each year, recommend to the Council and the City Manager a coordinated program of proposed public improvements for the ensuing five (5) year period, according to a logical order of priority;
- (c) Exercise such functions with respect to land use, including but not limited to planning, zoning, subdivisions, public buildings, recreation and parks, streets and housing, as may be prescribed by ordinance, not inconsistent with the provisions of this Charter;
- (d) Recommend to the Council for adoption and implementation plans for the clearance, rehabilitation, redevelopment or renewal of sub-standard areas within the City;
- (e) Recommend to the Council for adoption and implementation such plans as are designed to promote the most beneficial and orderly growth and development of the City; and
- (f) Perform such other duties as may be prescribed by the Council not inconsistent with the provision of the Charter.



Code: GOV

Section: 54970.

Search



[Up^](#)

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57550] (Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] (Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 11. Local Appointments List [54970 - 54974] (Heading of Chapter 11 amended by Stats. 1991, Ch. 669, Sec. 5.)

54970. (a) The Legislature finds and declares that a vast and largely untapped reservoir of talent exists among the citizenry of the State of California, and that rich and varied segments of this great human resource are, all too frequently, not aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees.

(b) The Legislature further finds and declares that the general public of this state has traditionally been denied access to information regarding vacancies which occur on such boards, commissions, and committees, thereby denying most citizens and interest groups the opportunity to nominate for consideration by the respective appointive powers persons whose particular strengths, backgrounds, experience, perspective, and talents might contribute significantly to efficient and representative policy development and administration in local government.

(c) The Legislature further finds and declares that the respective local appointive powers have been denied access to a talent resource hitherto untapped.

(d) The Legislature further finds and declares that all citizens of the state, regardless of their place of residence should have equal access to specific and current information about the many local regulating and advisory boards, commissions, and committees and equal opportunity to be informed of vacancies which shall occur thereon, so that they may pursue the opportunity to participate in and contribute to the operations of local government by serving on such boards, commissions, and committees.

(e) It is therefore the intent of the Legislature that this chapter shall apply to all cities and all counties throughout California, including charter cities and charter counties.

(Added by Stats. 1976, Ch. 238.)

54971. As used in this chapter:

(a) "Legislative body" means the board of supervisors or its chairman in the case of the county, or the city council or the mayor in the case of a city.

(b) "Local agency" means a county or city, whether chartered or general law.

(Added by Stats. 1976, Ch. 238.)

54972. On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information:

(a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

(b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

(Amended by Stats. 1991, Ch. 669, Sec. 6.)

54973. The Local Appointments List shall be made available to members of the public for a reasonable fee which shall not exceed actual cost. The legislative body shall designate the public library with the largest service population within its jurisdiction to receive a copy of the list.

(Amended by Stats. 1991, Ch. 669, Sec. 7.)

54974. (a) Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office.

(b) Notwithstanding subdivision (a), the legislative body may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(Amended by Stats. 1991, Ch. 669, Sec. 8.)

City of Watsonville
City Clerk's Office



MEMORANDUM

DATE: December 1, 2014

TO: Honorable Mayor and City Council Members

FROM: Beatriz Vázquez Flores, City Clerk APPROVED
By Beatriz Vázquez Flores at 1:46 pm, Dec 01, 2014

SUBJECT: Regular City Council Meetings for Calendar Year 2015

MEETING: December 9, 2014 City Council

RECOMMENDATION:

That City Council approve by motion the Regular City Council Meetings for Calendar Year 2015.

DISCUSSION:

In accordance with Section 408 of the Charter of the City of Watsonville, the Council shall hold at least one (1) regular meeting each month. Section 2-1.101 of the Watsonville Municipal Code provides that: "Regular meetings of the Council shall be held on such Tuesdays of each month..." Therefore, the Council has customarily met the second and fourth Tuesdays of the month.

The attached calendar has been developed to accommodate Council Members' vacations and holidays. Thus, the calendar only reflects the July 1 and August 25, 2015, meetings during the summer. Only one meeting has been scheduled for the months of November and December to accommodate the holidays. This calendar may be amended during the year by the Council if needed.

ALTERNATIVES:

The Council could consider other dates to reschedule other regular meetings for Calendar Year 2015.

FINANCIAL IMPACT:

None

ATTACHMENTS:

1. 2015 Regular City Council Meetings

**CITY CLERK'S OFFICE
CITY OF WATSONVILLE, CALIFORNIA
(831) 768-3040**

2015 CITY COUNCIL

REGULAR MEETINGS
(2nd & 4th Tuesday of Each Month)

**January 13
January 27**

**February 10
February 24**

**March 10
March 24**

**April 14
April 28**

**May 12
May 26**

**June 9
June 23**

July 1

August 25

**September 8
September 22**

**October 13
October 27**

November 17

December 8



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 9, 2014

City Council Member: Lowell Hurst
 Conference/Seminar: League of California Cities Annual Conference
 Location: Los Angeles, CA
 Dates of Travel: September 3-5, 2014

Please provide a brief report on the conference, seminar, or meeting you attended.

This professional development conference provides many opportunities to learn from the experts on a wide range of municipal issues, network with peers, and discover innovative solutions that may have application in Watsonville.

“All about Municipal Revenues: The Update” Cost Allocation vs. general fund subsidy- what does it really cost? And who pays long term and short term? What are the options? There is always a need to Review and Update or do we cut services or revise fees? Water rates and wastewater rates generally are volumetric fee based on customer usage and customer classes. With fairness and social justice for all with Utility user taxes, is that a better way to go? Property taxes and what doesn’t get regressed- Commercial Property- Prop 13 loophole. Groundwater extraction fees, Storm-water recapture fees, inclusionary housing fees. There is usually a high cost for postponing improvements.

Sustainable development: The pathway to economic recovery, resilience and prosperity- A vision for the future. Retrofits and use of alternative energy, transportation mode shifts (less trips). Strengthening older commercial districts, “car to go” zip car, uber for urban use. Reduce miles traveled rather than level of service and congestion. Create smart growth opportunity sites in transit rich areas. “All water recycled, it is just a question of where you get it from and where it’s dumped.” City of South Gate: template for a new vision. Build a vision and positive attitude, and pride of City. High density 13,000 people per square mile, compact low income, industrial mixed use by rezoning. Building regional rapid transit and bike paths.

West Sacramento: 50,000 population. Lost redevelopment enterprise zone tools, flood hazards projects, but focus on green sustainability smart growth with livable communities. Focus on place not project- like out downtown. Rethink zoning distance to jobs, transit and housing needs and proximity to jobs.

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 9, 2014

City Council Member: Eduardo Montesino
 Conference/Seminar: League of California Cities Annual Conference
 Location: Los Angeles, CA
 Dates of Travel: September 3-5, 2014

Please provide a brief report on the conference, seminar, or meeting you attended.

This conference provides professional development and discover innovative solutions that may have application in Watsonville.

Cost Allocation vs. general fund subsidy- There is always a need to review and update. Water rates and wastewater rates generally are volumetric fee based on customer usage. Prop 13 loophole: online sales, e-hotel, amazon, e-commerce. Groundwater extraction fees, Storm-water recapture fees, inclusionary housing fees. There is usually a high cost for postponing improvements.

Strengthening older commercial districts- reduce miles traveled rather than level of service and congestion. Create smart growth opportunity sites in transit rich areas. "All water recycled, it is just a question of where you get it from and where it's dumped."

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: | <u>The Honorable City Council</u> |
| Council Meeting Date: | <u>December 9, 2014</u> |
| City Council Member: | <u>Lowell Hurst, Council Member</u> |
| Conference/Seminar: | <u>Building Livable Communities</u> |
| Location: | <u>Yosemite, CA</u> |
| Dates of Travel: | <u>March 13-16, 2014</u> |

Please provide a brief report on the conference, seminar, or meeting you attended.

A New Era of Community Health

Health and health care cost is a large and emerging issue. Health Care bonds allow private investors to be paid back for their investment in community health projects. Preventative care pays, it doesn't cost more in the long run. Neglected communities lead to poor health. Poor health and stress on children lead to more health care cost and ill health later in life as adults. Health is political. Shared vision about best practices is what matters and is most important.

New Technology and the Sharing Economy Create Models for Community Prosperity

Feeding innovation: using IT to build confidence with the community, unlock data and give citizens access to information, solve problems, engage, share, deal with constituent issues. Collaborative economy- sharing economy: eg: E-Bay, Zip car, Airbnb Liquid space, tool library, Goodgym, Ride-share, Bay Share, Uber, Nextdoor. POPULARISE- Crowdsourcing your neighborhood. Development process is broken and takes a long time, big capital, zoning changes, unknown markets. Expedite the process through public conversations and dialog.

Green Infrastructure

Shovel ready pathway with partners for hidden opportunities in drought management. Too little water supply, too much flood water risk, too much waste water, too much green and solid waste, too many air quality issues, too few jobs. Solution: consider mutli-purpose budgets and projects, watershed management to solve problems with co-investment tools using cost benefit analysis, capture water by using and retrofitting parks, schools, streets, use catchment systems with infiltration, percolation, cisterns storage, parkway bio-swales, basins, rain harvesting integrated multipurpose multi-agency projects.

How Retail is Evolving

History has changed with the evolution of cars, shoppers moved to suburban malls which are now in trouble, downtowns died and internet sales are gaining.

Community Reinvention and Resilience

Climate change will change life as we know it, solar widely available; saves utility cost and provides revenue, saves environment, stimulates jobs in manufacturing, promotes net zero usage

Invest in Regional Transportation Projects

Mileage based use fee proposed to support transportation, protecting transportation resources such as bridges, rail roads. Gas tax subject to declining purchasing power and declining volume. Building coalitions of common causes for a better future and investing in infrastructure does have widespread support, but land use and transportation need to work together.

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: | <u>The Honorable City Council</u> |
| Council Meeting Date: | <u>December 9, 2014</u> |
| City Council Member: | <u>Eduardo Montesino, Council Member</u> |
| Conference/Seminar: | <u>Building Livable Communities</u> |
| Location: | <u>Yosemite, CA</u> |
| Dates of Travel: | <u>March 13-16, 2014</u> |

Please provide a brief report on the conference, seminar, or meeting you attended.

Invest in Regional Transportation Projects: Mileage based use fee proposed to support transportation, protecting transportation resources such as bridges, rail roads. Gas tax subject to declining purchasing power and declining volume. Building coalitions of common causes for a better future and investing in infrastructure does have widespread support, but land use and transportation need to work together.

Green Infrastructure: Shovel ready pathway with partners for hidden opportunities in drought management. Too little water supply, too much flood water risk, too much waste water, too much green and solid waste, too many air quality issues, too few jobs. Solution: consider multi-purpose budgets and projects, watershed management to solve problems with co-investment tools using cost benefit analysis, capture water by using and retrofitting parks, schools, streets, use catchment systems with infiltration, percolation, cisterns storage, parkway bio-swales, basins, rain harvesting integrated multipurpose multi-agency projects.

New Technology and the Sharing Economy Create Models for Community Prosperity: Feeding innovation: using IT to build confidence with the community, unlock data and give citizens access to information, solve problems, engage, share, deal with constituent issues. Collaborative economy- sharing economy: eg; E-Bay, Zip car, Airbnb Liquid space, tool library, Goodgym, Ride-share, Bay Share, Uber, Nextdoor. POPULARISE- Crowdsourcing your neighborhood. Development process is broken and takes a long time, big capital, zoning changes, unknown markets. Expedite the process through public conversations and dialog.

Community Reinvention and Resilience: Climate change will change life as we know it, solar widely available; saves utility cost and provides revenue, saves environment, stimulates jobs in manufacturing, promotes net zero usage

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 12/9/2014

| FUND NO. | FUND NAME | AMOUNT |
|----------|-----------------------------------|------------|
| 120 | TRUST FUND | 257.00 |
| 130 | EMPLOYEE CASH DEDUCTIONS FUND | 548,261.25 |
| 150 | GENERAL FUND | 211,092.25 |
| 170 | INVESTMENT FUND | 428.09 |
| 202 | REDEVELOPMENT OBLIG RETIREMENT | 51,344.64 |
| 205 | COMMUNITY DEVELOPMENT BLOCK GRANT | 1,514.17 |
| 206 | ENTERPRISE ZONE | 525.00 |
| 207 | RENTAL REHAB FUND | 570.00 |
| 209 | H.O.M.E. GRANTS | 4,676.61 |
| 221 | INCLUSIONARY HOUSING | 8,585.00 |
| 246 | CIVIC CENTER COMMON AREA | 8,897.65 |
| 250 | LIBRARY FUND | 47,899.31 |
| 260 | SPECIAL GRANTS | 79,576.52 |
| 281 | PARKS DEVELOPMENT FUND | 3,307.35 |
| 305 | GAS TAX | 3,065.00 |
| 309 | PARKING GARAGE FUND | 4,465.57 |
| 349 | PUBLIC FACILITIES IMPACT FEES | 285.00 |
| 354 | SPECIAL DISTRICT FUNDS | 1,288.12 |
| 710 | SEWER SERVICE FUND | 147,096.29 |
| 720 | WATER OPERATING FUND | 131,357.41 |
| 730 | AIRPORT ENTERPRISE FUND | 36,362.75 |
| 740 | WASTE DISPOSAL FUND | 19,913.71 |
| 740 | LANDFILL CLOSURE FUND | 51,357.16 |
| 780 | WORKERS COMP/LIABILITY FUND | 45,953.57 |
| 787 | HEALTH INSURANCE FUND-POOL | 21,793.28 |

TOTAL 1,429,872.70

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 11/21/2014 TO 12/9/2014 881,611.45

PAYROLL INVOICES 548,261.25

TOTAL OF ALL INVOICES 1,429,872.70

CITY OF WATSONVILLE
 CHECK REGISTER
 DATE RANGE: 11/21/14 - 12/09/14

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | INV VEND | CHECK STATUS |
|--------------|---------|---|--------------------------|----------|---------|--|-----------|----------|-----------------|
| | | 4680.89 | 130-000-2050-00000 | | | H7935 INSURANCE | | | |
| 1 | 303024 | \$8254.74 6449.00 792.00 479.00 534.74 | 12/09/14 | 00460 | | 0 AIRTEC SERVICE, INC EQUIP. INSPECTIONS EQUIP. INSPECTIONS EQUIP. INSPECTIONS REPAIRS CITY HALL/POLICE DEPT | | | OUTSTANDING |
| 1 | 303198 | \$12008.79 1663.09 8327.65 2018.05 | 12/09/14 | 62218 | | 0 ALEXANDER ELECTRIC INC. EMERGENCY GENERATOR REPAIR EMERGENCY GENERATOR REPAIR REPAIR AND MAINT. FIRE ST 2 | | | OUTSTANDING |
| 1 | 303036 | \$495.00 495.00 | 12/09/14 | 02864 | | 0 ALS ENVIRONMENTAL TESTING | | | OUTSTANDING |
| 1 | 303154 | \$149.02 149.02 | 12/09/14 | 56130 | | 0 ALTEC INDUSTRIES INC TRUCK PARTS | | | OUTSTANDING |
| 1 | 303025 | \$104.00 104.00 | 12/09/14 | 00851 | | 0 AMERICAN WATER WORKS ASSOCIATION AWWA MEMBERSHIP | | | OUTSTANDING |
| 1 | 300999 | \$213.59 141.23 72.36 | 12/01/14 | 65819 | | 0 AMERIGAS PROPANE PROPANE | | | OUTSTANDING |
| 1 | 303026 | \$2772.72 2365.35 407.37 | 12/09/14 | 00875 | | 0 AMREP COMPANY, INC SUPPLIES/PARTS SUPPLIES/PARTS | | | OUTSTANDING |
| 1 | 302994 | \$740.00 740.00 | 12/01/14 | 00951 | | 0 ANIMAS CONSTRUCTION MUZZIO PARK | | | OUTSTANDING |
| 1 | 303051 | \$2823.65 121.94 5.45 49.60 118.17 269.66 2160.35 61.61 36.87 | 12/09/14 | 06458 | | 0 APPLIED INDUSTRIAL TECHNOLOGIES PARTS/SUPPLIES PARTS SUPPLIES/PARTS PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES | | | OUTSTANDING |
| 1 | 303164 | \$7912.45 389.36 2166.75 432.14 4781.34 142.86 | 12/09/14 | 58325 | | 0 ARATA EQUIPMENT COMPANY PARTS PARTS PARTS PARTS/SUPPLIES PARTS | | | OUTSTANDING |

CITY OF WATSONVILLE
 CHECK REGISTER
 DATE RANGE: 11/21/14 - 12/09/14

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS INV VEND |
|--------------|---------|---|--|----------|---------|--|-----------|-----------------------------|
| 1 | 303220 | \$23223.52 22989.52 117.00 117.00 | 12/09/14 730-560-7562-00000 730-560-7562-00000 730-560-7562-00000 | 65412 | | 0 ASCENT AVIATION GROUP, INC. FUEL NOV FEES FBO FEES | | OUTSTANDING |
| 1 | 303207 | \$362.06 362.06 | 12/09/14 150-409-7222-00000 | 63800 | | 0 AT&T CLETS LINE | | OUTSTANDING |
| 1 | 302987 | \$6198.39 6198.39 | 11/21/14 780-293-7711-00000 | 65013 | | 0 AT&T RISK MANAGEMENT SETTLEMENT | | OUTSTANDING |
| 1 | 303123 | \$280.00 280.00 | 12/09/14 150-523-7505-00000 | 51906 | | 0 ATCO INTERNATIONAL ALL PRO | | OUTSTANDING |
| 1 | 303027 | \$825.00 825.00 | 12/09/14 150-523-7505-00000 | 01215 | | 0 AUTO CARE TOWING TOWING CHARGES | | OUTSTANDING |
| 1 | 303028 | \$130.44 61.65 68.79 | 12/09/14 150-523-7505-00000 150-523-7505-00000 | 01245 | | 0 AUTOMOTIVE COLOR PAINT PAINT | | OUTSTANDING |
| 1 | 303175 | \$49.00 49.00 | 12/09/14 150-691-7770-00161 | 59584 | | 0 BARROS, LESLIE ITTY BITTY TRACK | | OUTSTANDING |
| 1 | 303218 | \$250.00 250.00 | 12/09/14 150-409-7307-00000 | 65117 | | 0 BAY AREA POLYGRAPH TESTING | | OUTSTANDING |
| 1 | 303234 | \$1987.50 1987.50 | 12/09/14 780-293-7303-00053 | 66257 | | 0 BENNETT AVIATION CONSULTING, INC. LEGAL SERVICES | | OUTSTANDING |
| 1 | 303029 | \$735.00 570.00 165.00 | 12/09/14 246-321-7361-00000 150-690-7361-00000 | 01439 | | 0 BEWLEY'S CLEANING PLAZA SIDEWALK/37 DAVIS PLAZA SIDEWALK/37 DAVIS | | OUTSTANDING |
| 1 | 303030 | \$48.41 48.41 | 12/09/14 150-680-7541-00000 | 01450 | | 0 BIG CREEK LUMBER COMPANY SUPPLIES | | OUTSTANDING |
| 1 | 303031 | \$420.00 420.00 | 12/09/14 720-598-7559-00000 | 01455 | | 0 BILL FANNIN FENCING & GATES SERV FREEDOM BLVD | | OUTSTANDING |
| 1 | 303117 | \$1779.56 1779.56 | 12/09/14 150-523-7505-00000 | 51005 | | 0 BODY BY HANK 1 BODY REPAIRS | | OUTSTANDING |
| 1 | 303144 | \$7746.25 310.00 210.00 4623.00 65.00 124.00 121.00 | 12/09/14 150-210-7319-00000 150-210-7319-00000 150-210-7319-00000 150-220-7361-00000 150-315-7361-00000 150-230-7307-00000 | 53989 | | 0 BRENDT D. CARLSON, M.D., INC. FIRST AID FIRST AID-C. SANCHEZ EAP & PHYSICALS EAP & PHYSICALS EAP & PHYSICALS EAP & PHYSICALS | | OUTSTANDING |

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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 |
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| | | 264.00 | 150-450-7361-00000 | | | EAP & PHYSICALS | | | |
| | | 212.00 | 150-620-7361-00000 | | | EAP & PHYSICALS | | | |
| | | 205.00 | 150-690-7361-00000 | | | EAP & PHYSICALS | | | |
| | | 625.00 | 150-410-7361-00000 | | | EAP & PHYSICALS | | | |
| | | 69.25 | 730-560-7559-00000 | | | EAP & PHYSICALS | | | |
| | | 267.09 | 740-570-7559-00000 | | | EAP & PHYSICALS | | | |
| | | 324.47 | 710-530-7559-00000 | | | EAP & PHYSICALS | | | |
| | | 217.63 | 720-596-7559-00000 | | | EAP & PHYSICALS | | | |
| | | 19.78 | 150-220-7361-00000 | | | EAP & PHYSICALS | | | |
| | | 49.46 | 150-523-7559-00000 | | | EAP & PHYSICALS | | | |
| | | 39.57 | 150-510-7559-00000 | | | EAP & PHYSICALS | | | |
| 1 | 303133 | \$545.87 | 12/09/14 | 52591 | | 0 BRINK'S INCORPORATED | | | OUTSTANDING |
| | | 428.09 | 170-231-7302-00000 | | | DEC SERVICE | | | |
| | | 117.78 | 250-621-7302-00000 | | | DEC SERVICE | | | |
| 1 | 303032 | \$2862.45 | 12/09/14 | 01550 | | 0 BRODART CO. | | | OUTSTANDING |
| | | 191.23 | 150-620-7559-00000 | | | BOOK SHELF SIGNS | | | |
| | | 724.51 | 150-620-7559-00000 | | | PROC SUPPLIES | | | |
| | | 724.50 | 250-621-7857-03311 | | | PROC SUPPLIES | | | |
| | | 599.23 | 250-935-7857-42043 | | | BOOKS | | | |
| | | 622.98 | 250-935-7857-42043 | | | BOOKS | | | |
| 1 | 303138 | \$1101.98 | 12/09/14 | 53113 | | 0 BUCKLES-SMITH ELECTRIC | | | OUTSTANDING |
| | | 1101.98 | 710-530-7324-00000 | | | LAMPS | | | |
| 1 | 302993 | \$1826.00 | 12/01/14 | 01619 | | 0 BUD'S ELECTRIC SERVICE, INC | | | OUTSTANDING |
| | | 417.00 | 150-220-7361-00000 | | | CITY HALL LIGHTS/MSC LIGHTS | | | |
| | | 1409.00 | 720-596-7361-00000 | | | CITY HALL LIGHTS/MSC LIGHTS | | | |
| 1 | 303224 | \$87978.69 | 12/09/14 | 65809 | | 0 BURKE, WILLIAMS & SORENSEN, LLP | | | OUTSTANDING |
| | | 36797.44 | 780-293-7307-00000 | | | LEGAL SERVICES FOR THE CITY OF | | | |
| | | 20988.00 | 202-361-7303-03863 | | | LEGAL SERVICES BETWEEN THE CIT | | | |
| | | 227.50 | 202-367-7303-00000 | | | LEGAL SERVICES BETWEEN THE CIT | | | |
| | | 29965.75 | 202-361-7303-03863 | | | LEGAL SERVICES BETWEEN THE CIT | | | |
| 1 | 303113 | \$543.92 | 12/09/14 | 50708 | | 0 BURTON'S FIRE APPARATUS, INC. | | | OUTSTANDING |
| | | 30.91 | 150-523-7505-00000 | | | CONTROL SWITCH | | | |
| | | 513.01 | 150-523-7505-00000 | | | BELTS | | | |
| 1 | 302996 | \$482.63 | 12/02/14 | 62393 | | 0 BUSINESS CARD | | | OUTSTANDING |
| | | 22.63 | 150-230-7359-00000 | | | MISC EXPENSES | | | |
| | | 350.00 | 150-230-7351-00000 | | | MISC EXPENSES | | | |
| | | 110.00 | 150-230-7351-00000 | | | MISC EXPENSES | | | |
| 1 | 11112443 | \$1686.10 | 11/26/14 | 62407 | | 0 CA STATE DISBURSEMENT UNIT | | | |
| | | 1686.10 | 130-000-2050-00000 | | | PAYROLL FOR - 112614 | | | |
| 1 | 303034 | \$3978.00 | 12/09/14 | 01935 | | 0 CALCON SYSTEMS, INC | | | OUTSTANDING |
| | | 3978.00 | 720-913-7813-42103 | | | SYSTEM UPGRADE | | | |

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| 1 | 303033 | \$570.00 570.00 | 12/09/14 | 01680 | | 0 CALED MEMBERHSIP | | OUTSTANDING |
| 1 | 303214 | \$3180.00 3180.00 | 12/09/14 | 64767 | | 0 CALIFORNIA H2ORTICULTURE SERVICES SPECIAL PROJECTS | | OUTSTANDING |
| 1 | 303014 | \$707.08 707.08 | 11/26/14 | 51096 | | 62252 CALIFORNIA STATE DISBURSEMENT UNIT B.MARTIN DEL CAMPO | | OUTSTANDING |
| 1 | 303185 | \$175.00 175.00 | 12/09/14 | 60628 | | 0 CAMACHO, JOSE LUIS BOOT REIMB 10/2014 | | OUTSTANDING |
| 1 | 303172 | \$100.00 100.00 | 12/09/14 | 59301 | | 0 CARDENAS, JUAN WASHER REBATE | | OUTSTANDING |
| 1 | 303111 | \$196.20 196.20 | 12/09/14 | 50462 | | 0 CAROL'S FLOWERS DECORATIONS & GIFTS HOLIDAY PARTY DECORATIONS | | OUTSTANDING |
| 1 | 303191 | \$100.00 100.00 | 12/09/14 | 61689 | | 0 CASTRO, ANTOINETTE WASHER REBATE | | OUTSTANDING |
| 1 | 303152 | \$1719.98 206.10 1513.88 | 12/09/14 | 55520 | | 0 CDW GOVERNMENT, INC DVD'S LAPTOP WATER DEPT | | OUTSTANDING |
| 1 | 303171 | \$327.32 28.32 299.00 | 12/09/14 | 59138 | | 0 CELEBRATIONS PARTY AND RENTAL STORE BALLOONS PAL GRANT ACTIVITY 12/16-12/17 | | OUTSTANDING |
| 1 | 303165 | \$41.94 41.94 | 12/09/14 | 58367 | | 0 CENTER POINT LARGE PRINT BOOKS | | OUTSTANDING |
| 1 | 303194 | \$190.91 190.91 | 12/09/14 | 61930 | | 0 CENTRAL COAST ENERGY SERVICES, INC. CONSULTANT SERVICES FOR 3YEAR | | OUTSTANDING |
| 1 | 303015 | \$121.60 121.60 | 11/26/14 | 55274 | | 0 CINCINNATI LIFE INSURANCE CO PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 302992 | \$1132.26 36.00 36.00 148.35 47.61 251.10 300.00 12.80 63.77 13.50 51.61 | 12/01/14 | 02610 | | 0 CITY OF WATSONVILLE-CASH S QUINTERO TOASTMASTERS DUES N DIAZ TOASTMASTERS DUES PD MEALS/FUEL E URETSKY MEALS ORAL BOARD LUNCH CASH BOX UTILITIES DEPTS NATURE CTR MATERIALS LIBRARY PROGRAM SUPPLIES SUPPLIES - AIRPORT AIRPORT-PIZZA-COFFEE | | OUTSTANDING |

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| | | 35.79 | 730-560-7559-00000 | | | REFRESHMENTS | | |
| | | 89.97 | 150-410-7212-00000 | | | POSTAGE PD | | |
| | | 6.53 | 150-410-7323-00000 | | | BULB - PD | | |
| | | 39.23 | 150-410-7559-00000 | | | FLORAL - D.A. | | |
| 1 | 303202 | \$258.56 258.56 | 12/09/14 740-570-7324-00000 | 62949 | | 0 CLEARBLU ENVIRONMENTAL SERVICE | | OUTSTANDING |
| 1 | 303035 | \$7573.04 67.48 6347.81 239.79 917.96 | 12/09/14 150-523-7505-00000 150-523-7505-00000 150-523-7505-00000 150-523-7505-00000 | 02771 | | 0 COAST COUNTIES TRUCK & EQUIP PARTS PARTS PARTS PARTS | | OUTSTANDING |
| 1 | 303001 | \$359.18 359.18 | 11/26/14 130-000-2050-00000 | 02861 | | 0 COLONIAL LIFE & ACCIDENT INS PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303213 | \$41.99 41.99 | 12/09/14 150-523-7505-00000 | 64666 | | 0 COMMERCIAL TRUCK COMPANY GASKET | | OUTSTANDING |
| 1 | 303227 | \$1925.00 1925.00 | 12/09/14 150-130-7303-00035 | 66011 | | 0 CONSTANTINE, WILLIAM J. VIEIRA V COW EXPENSES | | OUTSTANDING |
| 1 | 303235 | \$6850.00 6850.00 | 12/09/14 720-596-7361-42111 | 66298 | | 0 CORONA ENVIRONMENTAL CONSULTING, LLC CONSULTANT SERVICES FOR THE | | OUTSTANDING |
| 1 | 300998 | \$1917.00 1917.00 | 12/01/14 720-598-7559-42066 | 03019 | | 0 COUNTY OF SANTA CRUZ ENCROACHMENT PERMIT | | OUTSTANDING |
| 1 | 303002 | \$944.37 446.46 447.91 50.00 | 11/26/14 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000 | 03017 | | 0 COUNTY OF SANTA CRUZ S.CARRILLO R.TELLEZ C.SANCHEZ | | OUTSTANDING |
| 1 | 303124 | \$45140.33 45140.33 | 12/09/14 250-621-5065-00000 | 52006 | | 0 COUNTY OF SANTA CRUZ MAINT. OF EFFORT | | OUTSTANDING |
| 1 | 303037 | \$758.10 758.10 | 12/09/14 150-210-7361-00000 | 03001 | | 0 CPS HUMAN RESOURCE SERVICES POLICE EXAM | | OUTSTANDING |
| 1 | 303169 | \$225.00 75.00 150.00 | 12/09/14 150-523-7505-00000 150-419-7559-00000 | 59083 | | 0 CRIME SCENE CLEANERS INC VEHICLE CLEANING MED WASTE DISPOSAL | | OUTSTANDING |
| 1 | 303021 | \$795.70 795.70 | 11/26/14 130-000-2050-00000 | 65812 | | 0 CSAC EXCESS INSURANCE AUTHORITY PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303142 | \$491.51 491.51 | 12/09/14 740-570-7324-00000 | 53715 | | 0 CUMMINS PACIFIC SOFTWARE | | OUTSTANDING |

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|--------------|---------|---|--------------------------|----------|---------|--|-----------|----------|-----------------|
| 1 | 303038 | \$282.98 92.23 190.75 | 12/09/14 | 03118 | | 0 D&G SANITATION SOCCER TOILET RENTAL PORT TOILET RENTAL | | | OUTSTANDING |
| 1 | 303039 | \$1527.18 187.53 20.64 11.74 539.39 767.88 | 12/09/14 | 03220 | | 0 DAVIS AUTO PARTS PARTS AND SUPPLIES PARTS AND SUPPLIES PARTS AND SUPPLIES PARTS AND SUPPLIES PARTS AND SUPPLIES | | | OUTSTANDING |
| 1 | 303040 | \$285.00 285.00 | 12/09/14 | 03293 | | 0 DELTA GLASS GLASS | | | OUTSTANDING |
| 1 | 303041 | \$688.00 688.00 | 12/09/14 | 03422 | | 0 DEPARTMENT OF JUSTICE FEES | | | OUTSTANDING |
| 1 | 303212 | \$72.42 72.42 | 12/09/14 | 64625 | | 0 DEPARTMENT OF RESOURCES RECYCLING & RECOVERY SERVICES | | | OUTSTANDING |
| 1 | 302988 | \$525.00 525.00 | 12/01/14 | 59650 | | 0 DEPT OF HOUSING & COMMUNITY DEVELOPMENT OCTOBER VOUCHER APPLICATIONS | | | OUTSTANDING |
| 1 | 303003 | \$286.15 286.15 | 11/26/14 | 03017 | 55719 | DEVIN DERHAM-BURK E. SANTANA | | | OUTSTANDING |
| 1 | 303157 | \$35.00 35.00 | 12/09/14 | 56747 | | 0 DOLLAR SAVER PLUS REFUND FIRE INSPECTION | | | OUTSTANDING |
| 1 | 303042 | \$187.70 187.70 | 12/09/14 | 03911 | | 0 EDWARDS TRUCK CENTER INC PARTS | | | OUTSTANDING |
| 1 | 303228 | \$1875.00 1875.00 | 12/09/14 | 66026 | | 0 ENCOMPASS COMMUNITY SERVICES GRAFFITI & TRUCK WASH. PRGRM | | | OUTSTANDING |
| 1 | 303135 | \$1139.00 59.78 406.98 34.62 201.43 9.18 23.30 39.28 102.18 3.59 258.66 | 12/09/14 | 52833 | | 0 FASTENAL COMPANY EAR MUFFS SUPPLIES PARTS PARTS LIFT EYE PARTS SUPPLIES PARTS PARTS SUPPLIES | | | OUTSTANDING |
| 1 | 303016 | \$741.05 741.05 | 11/26/14 | 55722 | | 0 FEDERAL WAGE GARNISHMENT C.CASSEL-SHIMABUKURO | | | OUTSTANDING |

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| 1 | 303043 | \$68.39 33.25 35.14 | 12/09/14 | 04170 | | 0 FEDEX FRT FRT | | OUTSTANDING |
| 1 | 303192 | \$100.00 100.00 | 12/09/14 | 61777 | | 0 FERNANDEZ, SOLEDAD LOW FLOW TOILET | | OUTSTANDING |
| 1 | 303210 | \$530.00 530.00 | 12/09/14 | 63960 | | 0 FIRST ALARM SECURITY & PATROL, INC. PATROL SERVICE | | OUTSTANDING |
| 1 | 303044 | \$654.46 225.59 102.11 158.94 167.82 | 12/09/14 | 04282 | | 0 FIRST ALARM, INC. ALARM SERVICE VET BLDG SERVICE SEC SERVICE 320 HARVEST DEC14-FEB2015 | | OUTSTANDING |
| 1 | 303219 | \$6190.78 4676.61 1514.17 | 12/09/14 | 65169 | | 0 FIRST AMERICAN TITLE COMPANY ELM ST FORECLOSURE ELM ST FORECLOSURE | | OUTSTANDING |
| 1 | 303045 | \$110.83 26.85 83.98 | 12/09/14 | 04302 | | 0 FISHER SCIENTIFIC LAB SUPPLIES LAB SUPPLIES | | OUTSTANDING |
| 1 | 303136 | \$126.75 42.25 84.50 | 12/09/14 | 52852 | | 0 FREEDOM TUNE-UP SMOG INSPECTION SMOG INSPECT | | OUTSTANDING |
| 1 | 303046 | \$180.60 180.60 | 12/09/14 | 04707 | | 0 GALE/CENGAGE LEARNING BOOKS | | OUTSTANDING |
| 1 | 303196 | \$51357.16 51357.16 | 12/09/14 | 62049 | | 0 GC ENVIRONMENTAL, INC. WELL INSTALLATION | | OUTSTANDING |
| 1 | 303209 | \$629.88 374.93 254.95 | 12/09/14 | 63912 | | 0 GCS ENVIRONMENTAL EQUIPMENT SERVICES, INC. PARTS DRAG LINK | | OUTSTANDING |
| 1 | 303116 | \$377.48 377.48 | 12/09/14 | 50811 | | 0 GOLDEN GATE TRUCK CENTER PARTS | | OUTSTANDING |
| 1 | 303189 | \$10386.46 10267.51 118.95 | 12/09/14 | 61030 | | 0 GOLDEN STATE FLOW MEASUREMENT INC. MXU UPGRADES GEL CAPS | | OUTSTANDING |
| 1 | 303221 | \$163.10 163.10 | 12/09/14 | 65440 | | 0 GRADEK, IAN SAFETY BOOTS | | OUTSTANDING |
| 1 | 303108 | \$84.06 84.06 | 12/09/14 | 11442 | | 0 GRAINGER PARTS | | OUTSTANDING |

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|--------------|---------|--|--|----------|---------|---|-----------|----------|-----------------|
| 1 | 300996 | \$19715.30 2563.84 15471.32 1554.20 125.94 | 12/01/14 720-598-7537-42065 720-598-7537-42065 720-598-7537-42065 720-598-7537-00000 | 05030 | | 0 GRANITE ROCK COMPANY SUPPLIES SUPPLIES SUPPLIES SUPPLIES | | | OUTSTANDING |
| 1 | 303047 | \$36.55 36.55 | 12/09/14 150-680-7541-00000 | 05030 | | 0 GRANITE ROCK COMPANY ACCT 84736 PARKS | | | OUTSTANDING |
| 1 | 303139 | \$385.00 385.00 | 12/09/14 710-530-7559-00000 | 53271 | | 0 GREEN TOUCH LANDSCAPE MAINT | | | OUTSTANDING |
| 1 | 303119 | \$471.95 471.95 | 12/09/14 250-935-7857-42043 | 51401 | | 0 GREY HOUSE PUBLISHING REF BOOKS | | | OUTSTANDING |
| 1 | 303216 | \$370.70 97.42 68.72 58.74 145.82 | 12/09/14 150-691-7533-00166 150-691-7533-00166 150-691-7533-00166 150-691-7533-00166 | 65001 | | 0 GROCERY OUTLET AFTER SCHOOL PRGM PARKS SUPPLIES PARKS SUPPLIES PARKS SUPPLIES | | | OUTSTANDING |
| 1 | 303048 | \$259.18 259.18 | 12/09/14 710-541-7506-00000 | 05209 | | 0 HACH COMPANY SUPPLIES | | | OUTSTANDING |
| 1 | 303230 | \$990.00 990.00 | 12/09/14 150-210-7307-00000 | 66083 | | 0 HARDEE, FRED INVESTIGATION | | | OUTSTANDING |
| 1 | 303005 | \$4005.00 4005.00 | 11/26/14 130-000-2050-00000 | 05813 | | 0 ICMA RETIREMENT TRUST 457 303800 | | | OUTSTANDING |
| 1 | 303006 | \$2793.04 2793.04 | 11/26/14 130-000-2050-00000 | 05813 | | 0 ICMA RETIREMENT TRUST 457 303884 PTS | | | OUTSTANDING |
| 1 | 303150 | \$193.48 96.74 96.74 | 12/09/14 150-250-7501-00000 150-409-7501-00000 | 55321 | | 0 IMAGE SALES INC. SUPPLIES SUPPLIES | | | OUTSTANDING |
| 1 | 303203 | \$172.22 172.22 | 12/09/14 150-450-7324-00000 | 63231 | | 0 INTERSTATE ALL BATTERY CENTER BATTERIES | | | OUTSTANDING |
| 1 | 303049 | \$721.77 721.77 | 12/09/14 150-523-7505-00000 | 06009 | | 0 INTERSTATE BATTERY CO BATTERIES | | | OUTSTANDING |
| 1 | 303118 | \$50.00 50.00 | 12/09/14 150-680-7351-00000 | 51128 | | 0 IRRIGATION ASSOCIATION SHIRAISHI-CERTIFICATION | | | OUTSTANDING |
| 1 | 303193 | \$583.00 583.00 | 12/09/14 730-560-7303-00040 | 61846 | | 0 JARVIS, FAY & DOPORTO, LLP PROF SERVICES | | | OUTSTANDING |

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|--------------|---------|---------------------------------|--------------------------|----------|---------|---|-----------|-----------------------------|
| 1 | 303050 | \$140.77 140.77 | 12/09/14 | 06355 | | 0 K-MART CORP PARKS DEPT/PLUS CREDIT ON TAG | | OUTSTANDING |
| 1 | 303131 | \$1078.29 807.43 270.86 | 12/09/14 | 52417 | | 0 KELLY-MOORE PAINT COMPANY, INC. PAINT PAINT | | OUTSTANDING |
| 1 | 303121 | \$7666.41 7666.41 | 12/09/14 | 51608 | | 0 KEMIRA WATER SOLUTIONS, INC. CHEMICALS | | OUTSTANDING |
| 1 | 303178 | \$673.50 673.50 | 12/09/14 | 59748 | | 0 KESTREL CONSULTING INC. CONSULTING SERVICES FOR THE CI | | OUTSTANDING |
| 1 | 303173 | \$3910.00 2810.00 1100.00 | 12/09/14 | 59534 | | 0 KITTLESON, GARY BIOLOGICAL CONSULTATION AND CONSULTING SERVICES | | OUTSTANDING |
| 1 | 303126 | \$630.00 630.00 | 12/09/14 | 52111 | | 0 KOINONIA CONFERENCE GROUNDS PAL GRANTS ROPES COURSE 10/18 | | OUTSTANDING |
| 1 | 303129 | \$1000.00 1000.00 | 12/09/14 | 52177 | | 0 KOWALKOWSKI, KEVIN LANDSCAPE REBATE | | OUTSTANDING |
| 1 | 303022 | | 12/02/14 | 00000 | | 0 UNISSUED | | UNISSUED |
| 1 | 303187 | \$100.00 100.00 | 12/09/14 | 60966 | | 0 LEW, KEVIN WASHER REBATE | | OUTSTANDING |
| 1 | 303120 | \$83.45 83.45 | 12/09/14 | 51441 | | 0 LIBERTY FLAG & SPECIALTY COMPANY LED ADAPTER | | OUTSTANDING |
| 1 | 303199 | \$169.54 169.54 | 12/09/14 | 62225 | | 0 LOPEZ, OSCAR STEEL TOE BOOTS | | OUTSTANDING |
| 1 | 303132 | \$40.77 40.77 | 12/09/14 | 52505 | | 0 LOPEZ, RUDY KEYBOARDS FOR FIRE TRUCK | | OUTSTANDING |
| 1 | 303168 | \$100.00 100.00 | 12/09/14 | 59064 | | 0 LORNEVA, PACK A. WASHER REBATE | | OUTSTANDING |
| 1 | 303223 | \$141.05 141.05 | 12/09/14 | 65685 | | 0 MALDONADO, JUAN BUS CARDS HERNANDEZ/BILICICH | | OUTSTANDING |
| 1 | 303052 | \$600.53 600.53 | 12/09/14 | 06970 | | 0 MARTY FRANICH FORD-LINCOLN-MERCURY VEHICLE PARTS & REPAIRS | | OUTSTANDING |
| 1 | 303125 | \$100.00 100.00 | 12/09/14 | 52083 | | 0 MCMASTERS, FRANCES LOW FLOW TOILET | | OUTSTANDING |
| 1 | 303147 | \$200.00 | 12/09/14 | 55184 | | 0 MCQUADE, PATRICIA | | OUTSTANDING |

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|--------------|---------|------------------------|--------------------------------|----------|---------|---|-----------|----------|-----------------|
| | | 200.00 | 150-280-7357-00000 | | | OUR TOWN ISSUE | | | |
| 1 | 303053 | \$255.53 255.53 | 12/09/14 720-596-7324-00000 | 07130 | | 0 MERCURY METALS, INC REPAIRS | | | OUTSTANDING |
| 1 | 302989 | \$2305.00 2305.00 | 12/01/14 787-299-7320-00000 | 65885 | | 0 MES VISION CLAIMS WEEK 9/30/14 | | | OUTSTANDING |
| 1 | 302999 | \$2400.50 2400.50 | 12/02/14 787-299-7320-00000 | 65885 | | 0 MES VISION GROUP #06395 CLAIMS 11/15/14 | | | OUTSTANDING |
| 1 | 303190 | \$77.60 77.60 | 12/09/14 150-692-7510-00163 | 61514 | | 0 MID-AMERICA SPORTS ADVANTAGE ICE PACKS | | | OUTSTANDING |
| 1 | 303146 | \$182.44 182.44 | 12/09/14 150-620-7323-00000 | 55179 | | 0 MITCHELL, SHEILA CLA TRAVEL EXP 11/2014 OAKLAND | | | OUTSTANDING |
| 1 | 303054 | \$222.29 222.29 | 12/09/14 730-560-7325-00000 | 07400 | | 0 MONUMENT LUMBER COMPANY SUPPLIES | | | OUTSTANDING |
| 1 | 303201 | \$100.00 100.00 | 12/09/14 720-596-7772-00000 | 62912 | | 0 MOORE, SUZANNE WASHER REBATE | | | OUTSTANDING |
| 1 | 303211 | \$298.50 298.50 | 12/09/14 720-596-7774-00000 | 64373 | | 0 MORIMUNE, BETTY LANDSCAPE REBATE | | | OUTSTANDING |
| 1 | 303162 | \$230.00 230.00 | 12/09/14 710-530-7359-00000 | 57709 | | 0 MOSQUEDA, JESSIE CERT REIMB 11/2014 GRADE II | | | OUTSTANDING |
| 1 | 303134 | \$35.00 35.00 | 12/09/14 150-450-7770-00000 | 52707 | | 0 MS. DONUTS & ICE CREAM FIRE INSPECT REFUND | | | OUTSTANDING |
| 1 | 303170 | \$25419.76 25419.76 | 12/09/14 710-530-7324-00000 | 59137 | | 0 MUNIQUIP INC. MOTOR | | | OUTSTANDING |
| 1 | 303222 | \$200.73 200.73 | 12/09/14 150-692-7510-00163 | 65569 | | 0 MYALL, GUERIN T-SHIRTS | | | OUTSTANDING |
| 1 | 303004 | \$21227.14 21227.14 | 11/26/14 130-000-2050-00000 | 05078 | | 0 NATIONWIDE RETIREMENT SOLUTIONS PAYROLL FOR - 112614 | | | OUTSTANDING |
| 1 | 303237 | \$50000.00 50000.00 | 12/09/14 260-339-7361-00060 | 66326 | | 0 NEW ENGLAND FIBER, INC. FIBER ANALYSIS CENTRAL COAST | | | OUTSTANDING |
| 1 | 303238 | \$165.00 165.00 | 12/09/14 710-541-7359-00000 | 66327 | | 0 NGUYEN, TRAM REIMBURSEMENT GR2 | | | OUTSTANDING |
| 1 | 303236 | \$231.90 231.90 | 12/09/14 710-530-7303-00000 | 66320 | | 0 NOLAND, HAMERLY, ETIENNE & HOSS GAS LEAK DEFENSE | | | OUTSTANDING |

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| 1 | 303130 | \$100.00 100.00 | 12/09/14 | 52253 | | 0 NORTH, BJ WASHER REBATE | | OUTSTANDING |
| 1 | 303153 | \$257.00 257.00 | 12/09/14 | 55778 | | 0 NORTHERS OPS DEPARTMENT REFUND-RENTAL | | OUTSTANDING |
| 1 | 303180 | \$80.00 80.00 | 12/09/14 | 60342 | | 0 NPM INC. MONTHLY MAINT | | OUTSTANDING |
| 1 | 303188 | \$14.16 14.16 | 12/09/14 | 60992 | | 0 O'REILLY AUTOMOTIVE INC. RESISTOR | | OUTSTANDING |
| 1 | 303161 | \$35.00 35.00 | 12/09/14 | 57330 | | 0 OIL CAN HENRY'S REFUND FIRE INSPECT | | OUTSTANDING |
| 1 | 303195 | \$207.06 65.37 141.69 | 12/09/14 | 62007 | | 0 OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR BRAKE CLEANER FORD STARTER | | OUTSTANDING |
| 1 | 303158 | \$255.00 255.00 | 12/09/14 | 56752 | | 0 PACIFIC CREST ENGINEERING, INC. SPECIAL INSPECTION AND TESTING | | OUTSTANDING |
| 1 | 303055 | \$950.40 950.40 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 795 VISTA MONTANA | | OUTSTANDING |
| 1 | 303056 | \$298.63 298.63 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 370 AIRPORT | | OUTSTANDING |
| 1 | 303057 | \$42.92 42.92 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC PAJARO LN @ GRN VLY RD | | OUTSTANDING |
| 1 | 303058 | \$11142.27 11142.27 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 43 COMTN/ REF 100109 OBF | | OUTSTANDING |
| 1 | 303059 | \$22.61 22.61 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 998 MAIN ST | | OUTSTANDING |
| 1 | 303060 | \$57.80 57.80 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC W BEACH AND LEE | | OUTSTANDING |
| 1 | 303061 | \$99.58 99.58 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC HWY 129 @ BLACKBURN | | OUTSTANDING |
| 1 | 303062 | \$13199.07 13199.07 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 401 PANABAKER | | OUTSTANDING |
| 1 | 303063 | \$937.88 937.88 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC 500 2ND ST | | OUTSTANDING |
| 1 | 303064 | \$1036.65 | 12/09/14 | 08230 | | 0 PACIFIC GAS & ELECTRIC | | OUTSTANDING |

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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 |
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| | | 1036.65 | 150-510-7211-00000 | | | FREEDOM & DAVIS | | | |
| 1 | 303065 | \$5030.06 5030.06 | 12/09/14 730-561-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC BUENA VISTA DR | | | OUTSTANDING |
| 1 | 303066 | \$2853.72 2853.72 | 12/09/14 309-525-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 260RDGZ REF 100898/REF 100895 | | | OUTSTANDING |
| 1 | 303067 | \$22.05 22.05 | 12/09/14 150-680-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 201 PACIFICA | | | OUTSTANDING |
| 1 | 303068 | \$364.16 364.16 | 12/09/14 730-560-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 100 AVIATION WAY | | | OUTSTANDING |
| 1 | 303069 | \$278.75 278.75 | 12/09/14 150-688-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 26 W FRONT ST | | | OUTSTANDING |
| 1 | 303070 | \$10.71 10.71 | 12/09/14 150-690-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 75 HOPE DR | | | OUTSTANDING |
| 1 | 303071 | \$71.23 71.23 | 12/09/14 150-510-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC HARKIN SLOUGH | | | OUTSTANDING |
| 1 | 303072 | \$608.13 608.13 | 12/09/14 150-510-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC W BEACH AND MAIN | | | OUTSTANDING |
| 1 | 303073 | \$2819.70 2819.70 | 12/09/14 710-531-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC PUFFIN LN | | | OUTSTANDING |
| 1 | 303074 | \$11.16 11.16 | 12/09/14 354-959-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 1180 E LAKE | | | OUTSTANDING |
| 1 | 303075 | \$319.77 319.77 | 12/09/14 150-510-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC CENTRAL AVE | | | OUTSTANDING |
| 1 | 303076 | \$38372.11 38372.11 | 12/09/14 710-530-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 401 PANABAKER | | | OUTSTANDING |
| 1 | 303077 | \$232.67 232.67 | 12/09/14 150-510-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC W 5TH & MAIN | | | OUTSTANDING |
| 1 | 303078 | \$2852.70 2852.70 | 12/09/14 150-690-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 1301 MAIN ST | | | OUTSTANDING |
| 1 | 303079 | \$95.85 95.85 | 12/09/14 150-417-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 130 RODRIGUEZ ST | | | OUTSTANDING |
| 1 | 303080 | \$9627.85 9627.85 | 12/09/14 720-596-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 101 LIGHTHOUSE | | | OUTSTANDING |

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| 1 | 303081 | \$47028.56 47028.56 | 12/09/14 720-596-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 51 BURCHELL | | OUTSTANDING |
| 1 | 303082 | \$9.86 9.86 | 12/09/14 720-596-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 127 RIVERSIDE | | OUTSTANDING |
| 1 | 303083 | \$2579.24 2579.24 | 12/09/14 150-680-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC GRN VLY RD | | OUTSTANDING |
| 1 | 303084 | \$13.50 13.50 | 12/09/14 150-680-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 651 OHLONE | | OUTSTANDING |
| 1 | 303085 | \$1276.96 1276.96 | 12/09/14 354-959-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 125 AVIATION WAY | | OUTSTANDING |
| 1 | 303086 | \$37.51 37.51 | 12/09/14 150-680-7211-00000 | 08230 | | 0 PACIFIC GAS & ELECTRIC 37 DAVIS AVE | | OUTSTANDING |
| 1 | 303122 | \$6720.00 6720.00 | 12/09/14 150-315-7307-00000 | 51619 | | 0 PACIFIC MUNICIPAL CONSULTANTS, INC. PROVIDE SERVICES OF A SENIOR | | OUTSTANDING |
| 1 | 303087 | \$3549.85 3208.44 341.41 | 12/09/14 150-523-7505-00000 740-570-7324-00000 | 08300 | | 0 PACIFIC TRUCK PARTS PARTS/SUPPLIES PARTS/SUPPLIES | | OUTSTANDING |
| 1 | 303151 | \$683.08 283.08 400.00 | 12/09/14 150-680-7541-00000 740-570-7324-00000 | 55375 | | 0 PAJARO VALLEY FABRICATION INC. ANGLE REPAIRS | | OUTSTANDING |
| 1 | 303128 | \$25733.17 15833.35 9899.82 | 12/09/14 260-336-7367-03226 260-336-7367-03234 | 52165 | | 0 PAJARO VALLEY PREVENTION & STUDENT RESOLUTION NO. 8-13 (CM) RESOLUTION NO. 6-14 (CM) | | OUTSTANDING |
| 1 | 303088 | \$1553.25 1553.25 | 12/09/14 150-280-7357-00000 | 08343 | | 0 PAJARO VALLEY PRINTING DEC 2014 NEWSLETTER | | OUTSTANDING |
| 1 | 303089 | \$242.97 242.97 | 12/09/14 710-540-7361-00420 | 08350 | | 0 PAJARO VALLEY UNIFIED SCHOOL DISTRICT BUS FIELD TRIP | | OUTSTANDING |
| 1 | 303020 | \$49.00 49.00 | 11/26/14 130-000-2050-00000 | 59033 | | 0 PAL POLICE ACTIVITIES LEAGUE PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303176 | \$375.00 375.00 | 12/09/14 150-690-7361-00000 | 59615 | | 0 PANTHER PROTECTIVE SERVICE INC. SEC SERVICE | | OUTSTANDING |
| 1 | 303184 | \$6667.53 6667.53 | 12/09/14 720-598-7559-00000 | 60618 | | 0 PAPE MATERIAL HANDLING, INC. WATER KIT | | OUTSTANDING |
| 1 | 303163 | \$100.00 100.00 | 12/09/14 720-596-7771-00000 | 58080 | | 0 PEDULLA, RUDY LOW FLOW TOILET | | OUTSTANDING |

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| 1 | 303149 | \$555.00 555.00 | 12/09/14 | 55276 | | 0 PENINSULA PEST MANAGEMENT INC. PEST MANAGEMENT | | OUTSTANDING |
| 1 | 303090 | \$2449.43 2449.43 | 12/09/14 | 08559 | | 0 PETERSON TRACTOR COMPANY VEHICLE REPAIR | | OUTSTANDING |
| 1 | 303167 | \$1200.00 1200.00 | 12/09/14 | 58884 | | 0 PISTURINO, JARROD J TUITION REIMBURSEMENT | | OUTSTANDING |
| 1 | 303229 | \$3865.69 3560.22 305.47 | 12/09/14 | 66043 | | 0 PKT WELDING & FABRICATION WELDING JOBS WELDING JOBS | | OUTSTANDING |
| 1 | 303156 | \$7239.90 1809.97 1809.97 1809.98 1809.98 | 12/09/14 | 56371 | | 0 PLOTTER PROS PLOTTER-PW PLOTTER-PW PLOTTER-PW PLOTTER-PW | | OUTSTANDING |
| 1 | 303148 | \$6648.41 6648.41 | 12/09/14 | 55259 | | 0 POLYDYNE, INC CLARIFLOC | | OUTSTANDING |
| 1 | 303091 | \$220.00 220.00 | 12/09/14 | 08705 | | 0 POSTMASTER 1ST CLASS PRESORT | | OUTSTANDING |
| 1 | 303182 | \$2133.63 2133.63 | 12/09/14 | 60472 | | 0 POWERPLAN REPAIR | | OUTSTANDING |
| 1 | 303177 | \$296.11 224.87 71.24 | 12/09/14 | 59675 | | 0 PRAXAIR DISTRIBUTION, INC CYLINDER CHARGES CYLINDER CHARGES | | OUTSTANDING |
| 1 | 302985 | \$6135.06 6135.06 | 12/01/14 | 65844 | | 0 PREFERRED BENEFIT CLAIMS WEEK ENDING 11/13/14 | | OUTSTANDING |
| 1 | 302998 | \$10952.72 10952.72 | 12/02/14 | 65844 | | 0 PREFERRED BENEFIT CLIAMs 11/20, 11/27/14 | | OUTSTANDING |
| 1 | 303007 | \$2388.59 2388.59 | 11/26/14 | 08790 | | 0 PROF FIRE FIGHTERS-WATSONVILLE PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303159 | \$796.22 796.22 | 12/09/14 | 56851 | | 0 PROTECTION ENGINEERING CO-GEN TREATMENT | | OUTSTANDING |
| 1 | 11112441 | \$250568.81 250568.81 | 11/26/14 | 08840 | | 0 PUBLIC EMP RETIREMENT SYSTEM PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303017 | \$247.31 247.31 | 11/26/14 | 55765 | 66174 | Premiere Credit of North America LLC E.GIL | | OUTSTANDING |

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| 1 | 303092 | \$500.00 500.00 | 12/09/14 | 08898 | | 0 QUADRANT SYSTEMS, INC RAS SOFTWARE | | OUTSTANDING |
| 1 | 303093 | \$60.19 60.19 | 12/09/14 | 08900 | | 0 QUALITY WATER ENTERPRISES WATER SERVICE | | OUTSTANDING |
| 1 | 303094 | \$14.78 14.78 | 12/09/14 | 09035 | | 0 RADIO SHACK CORPORATION PARTS | | OUTSTANDING |
| 1 | 301000 | \$175.00 175.00 | 12/01/14 | 59014 | | 0 REGALADO, JESUS BOOT REIMB FY 13/14 | | OUTSTANDING |
| 1 | 300995 | \$1460.25 1460.25 | 11/21/14 | 09140 | | 0 REGISTER PAJARONIAN MAIL SERV HOLIDAY SALE | | OUTSTANDING |
| 1 | 303095 | \$1543.26 151.03 134.39 122.82 535.92 94.40 158.62 201.88 144.20 | 12/09/14 | 09140 | | 0 REGISTER PAJARONIAN 545 OHLONE PUB HEARING HANGAR WAY PUB HEARING CAP PROG AD VACANCY AD BUS ORD AD ADS BUS. ADMIN/ OFFICE ASST. ADS BUS. ADMIN/ OFFICE ASST. TRAFFIC COORD. AD | | OUTSTANDING |
| 1 | 303208 | \$1655.94 1655.94 | 12/09/14 | 63855 | | 0 RENNE SLOAN HOLTZMAN SAKAI LLP PROF SERVICES | | OUTSTANDING |
| 1 | 303013 | \$175.00 175.00 | 11/26/14 | 51096 | | 51673 REQUA, DEBRA FL003841 C.JOHNSON | | OUTSTANDING |
| 1 | 303127 | \$217.50 217.50 | 12/09/14 | 52127 | | 0 RHYS VINEYARDS REFUND ACCT AIRPORT | | OUTSTANDING |
| 1 | 303160 | \$1354.25 1354.25 | 12/09/14 | 56942 | | 0 RICOH USA, INC. COPIER RENTAL | | OUTSTANDING |
| 1 | 303166 | \$100.00 100.00 | 12/09/14 | 58712 | | 0 RODRIGUEZ, SUSAN WASHER REBATE | | OUTSTANDING |
| 1 | 303096 | \$825.63 825.63 | 12/09/14 | 09421 | | 0 ROSS RECREATION EQUIPMENT CO., INC. PLAYGRD EQUIP REPAIR | | OUTSTANDING |
| 1 | 303008 | \$9903.24 9903.24 | 11/26/14 | 09490 | | 0 S C COUNTY EMP CREDIT UNION PAYROLL FOR - 112614 | | OUTSTANDING |
| 1 | 303097 | \$5604.85 5604.85 | 12/09/14 | 09547 | | 0 SAFETY-KLEEN SYSTEMS, INC. HAZ WASTE PROC | | OUTSTANDING |

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| 1 | 302990 | \$345.60 130.79 214.81 | 11/21/14 | 63029 | | 0 SAFEWAY, INC. SUPPLIES SUPPLIES | | | OUTSTANDING |
| 1 | 303174 | \$1975.00 1975.00 | 12/09/14 | 59557 | | 0 SALAS, CORESTA FOOD ADVANCE/TRANSPORTATION | | | OUTSTANDING |
| 1 | 303098 | \$1911.75 481.50 524.25 424.50 481.50 | 12/09/14 | 09566 | | 0 SALINAS CALIFORNIAN AD AD AD AD | | | OUTSTANDING |
| 1 | 303217 | \$65.58 65.58 | 12/09/14 | 65091 | | 0 SAMPLE TRAPS, LLC SAMPLE BOTTLES | | | OUTSTANDING |
| 1 | 303141 | \$590.00 590.00 | 12/09/14 | 53669 | | 0 SAN JOSE STATE UNIVERSITY FOUNDATION CHARTER | | | OUTSTANDING |
| 1 | 302991 | \$51989.50 38929.50 13060.00 | 11/21/14 | 54779 | | 0 SANTA CRUZ COUNTY 3RD QTR TOURISM FEE 3RD QTR TOURISM FEE | | | OUTSTANDING |
| 1 | 303114 | \$2505.00 2505.00 | 12/09/14 | 50736 | | 0 SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERV. HEALTH PERMIT | | | OUTSTANDING |
| 1 | 303155 | \$50.00 50.00 | 12/09/14 | 56350 | | 0 SANTA CRUZ COUNTY LAW ENFORCEMENT CHIEF'S CHIEF ASSOC DUES | | | OUTSTANDING |
| 1 | 303197 | \$712.05 224.86 237.35 249.84 | 12/09/14 | 62101 | | 0 SANTA CRUZ SENTINEL AD AD AD | | | OUTSTANDING |
| 1 | 302997 | \$236.58 90.21 74.84 71.53 | 12/02/14 | 62743 | | 0 SAVE MART SUPERMARKETS SUPPLIES SUPPLIES SUPPLIES | | | OUTSTANDING |
| 1 | 303183 | \$75.00 75.00 | 12/09/14 | 60576 | | 0 SCHALOW, FRED LANDSCAPE MAINTENANCE | | | OUTSTANDING |
| 1 | 303099 | \$179.03 179.03 | 12/09/14 | 09832 | | 0 SCHWAN INC LUNCH | | | OUTSTANDING |
| 1 | 303186 | \$1225.00 1225.00 | 12/09/14 | 60711 | | 0 SECURITY SHORING AND STEEL PLATES INC. STEEL PLATES | | | OUTSTANDING |
| 1 | 303009 | \$1259.21 1259.21 | 11/26/14 | 09882 | | 0 SEIU LOCAL 521 PAYROLL FOR - 112614 | | | OUTSTANDING |

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| 1 | 303100 | \$137.00 137.00 | 12/09/14 | 09957 | | 0 SI SE PUEDE REFUND FIRE INSPECT | | | OUTSTANDING |
| 1 | 303010 | \$175.00 175.00 | 11/26/14 | 10338 | | 0 ST OF CA FRANCHISE TAX BOARD A.HERNANDEZ | | | OUTSTANDING |
| 1 | 303181 | \$619.36 597.56 21.80 | 12/09/14 | 60391 | | 0 STAPLES ADVANTAGE LIBRARY OFFICE SUPPLIES LIBRARY OFFICE SUPPLIES | | | OUTSTANDING |
| 1 | 303101 | \$1328.55 49.29 167.22 232.73 31.13 37.04 165.80 203.92 41.42 400.00 | 12/09/14 | 10280 | | 0 STAPLES CREDIT PLAN 6035 5178 2038 7016 6035 5178 2038 7016 OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES | | | OUTSTANDING |
| 1 | 303011 | \$250.59 250.59 | 11/26/14 | 10338 | 53276 | STATE OF CALIFORNIA E.MENDEZ | | | OUTSTANDING |
| 1 | 303225 | \$33952.61 33952.61 | 12/09/14 | 65983 | | 0 STATE OF CALIFORNIA ENERGY RESOURCES 011-09-ECA 12/14 | | | OUTSTANDING |
| 1 | 300997 | \$21848.00 21848.00 | 12/01/14 | 10374 | | 0 STATE WATER RESOURCES CNTRL BD ANL PERMIT FEE | | | OUTSTANDING |
| 1 | 303102 | \$2088.00 2088.00 | 12/09/14 | 10374 | | 0 STATE WATER RESOURCES CNTRL BD PERMIT RENEWAL FEE | | | OUTSTANDING |
| 1 | 303112 | \$2871.34 2871.34 | 12/09/14 | 50690 | | 0 STATE WATER RESOURCES CONTROL BOARD SITE CLEAN UP | | | OUTSTANDING |
| 1 | 303231 | \$374.14 196.12 63.74 114.28 | 12/09/14 | 66117 | | 0 TARGET BANK SUPPLIES SUPPLIES SUPPLIES | | | OUTSTANDING |
| 1 | 303103 | \$1967.63 1967.63 | 12/09/14 | 10704 | | 0 TELSTAR INSTRUMENTS, INC. REPAIRS | | | OUTSTANDING |
| 1 | 303215 | \$1199.00 1199.00 | 12/09/14 | 64981 | | 0 TFS LEASING A PROGRAM OF DE LAGE COPIER LEASES | | | OUTSTANDING |
| 1 | 303104 | \$457.64 126.78 | 12/09/14 | 10771 | | 0 TINO'S PLUMBING, INC. 215 UNION ST | | | OUTSTANDING |

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| | | 213.75 | 150-220-7361-00000 | | | 215 UNION ST | | | |
| | | 117.11 | 150-450-7361-00000 | | | 115 2ND ST | | | |
| 1 | 303137 | \$217.00 | 12/09/14 | 52953 | | 0 TRI COUNTY TROPHY & ENGRAVING | | | OUTSTANDING |
| | | 147.56 | 150-692-7510-00162 | | | SOCCER MEDALS | | | |
| | | 69.44 | 150-692-7510-00210 | | | SOCCER MEDALS | | | |
| 1 | 303105 | \$604.43 | 12/09/14 | 10924 | | 0 TRI-COUNTY FIRE PROTECTION INC | | | OUTSTANDING |
| | | 604.43 | 710-530-7324-00000 | | | SERVICE | | | |
| 1 | 303232 | \$5045.60 | 12/09/14 | 66194 | | 0 TYLER TECHNOLOGIES, INC. | | | OUTSTANDING |
| | | 2192.66 | 150-280-7361-00000 | | | RESOLUTION NO.83-14(CM) MUNIS | | | |
| | | 298.94 | 150-620-7361-00000 | | | LIBRARY | | | |
| | | 672.13 | 710-530-7361-00000 | | | WASTEWATER | | | |
| | | 770.37 | 720-596-7361-00000 | | | WATER | | | |
| | | 627.21 | 740-570-7361-00000 | | | SOLID WASTE | | | |
| | | 484.29 | 730-560-7361-00000 | | | AIRPORT | | | |
| 1 | 303226 | \$12189.06 | 12/09/14 | 65990 | | 0 UNIFY INC. | | | OUTSTANDING |
| | | 4011.28 | 150-280-7765-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 163.39 | 202-367-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 326.76 | 150-620-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 2344.69 | 710-530-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 2834.86 | 720-596-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 163.39 | 730-560-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| | | 2344.69 | 740-570-7222-00000 | | | CITY WIDE MAINTENANCE | | | |
| 1 | 303012 | \$272.00 | 11/26/14 | 11070 | | 0 UNITED WAY OF SANTA CRUZ CO | | | OUTSTANDING |
| | | 272.00 | 130-000-2050-00000 | | | PAYROLL FOR - 112614 | | | |
| 1 | 303106 | \$8585.00 | 12/09/14 | 11070 | | 0 UNITED WAY OF SANTA CRUZ CO | | | OUTSTANDING |
| | | 8585.00 | 221-347-7307-00000 | | | HOMELESS CENSUS | | | |
| 1 | 303107 | \$88.97 | 12/09/14 | 11160 | | 0 VALLEY FEED | | | OUTSTANDING |
| | | 88.97 | 150-410-7559-00000 | | | FOOD-ELEX | | | |
| 1 | 303205 | \$45.12 | 12/09/14 | 63510 | | 0 VIETH, KACINA | | | OUTSTANDING |
| | | 45.12 | 720-596-7770-00000 | | | REFUND | | | |
| 1 | 303019 | \$2935.59 | 11/26/14 | 58532 | | 0 WAGeworks INC | | | OUTSTANDING |
| | | 2935.59 | 130-000-2050-00000 | | | AF06989 | | | |
| 1 | 303143 | \$100.00 | 12/09/14 | 53828 | | 0 WALTRIP, AUGUST | | | OUTSTANDING |
| | | 100.00 | 720-596-7772-00000 | | | WASHER REBATE | | | |
| 1 | 303109 | \$97.65 | 12/09/14 | 11515 | | 0 WATSONVILLE CADILLAC BUICK GMC | | | OUTSTANDING |
| | | 97.65 | 150-523-7505-00000 | | | MIRROR | | | |
| 1 | 303206 | \$3740.00 | 12/09/14 | 63759 | | 0 WATSONVILLE GRADING AND EXCAVATION INC. | | | OUTSTANDING |
| | | 1890.00 | 730-910-7837-42121 | | | PAVER RENTAL | | | |

CITY OF WATSONVILLE
 CHECK REGISTER
 DATE RANGE: 11/21/14 - 12/09/14

| BANK WO # | CHECK # | CHECK AMT AMOUNT | CHECK DATE G/L ACCT # | VENDOR # | ADDRS # | VENDOR NAME DESCRIPTION | INVOICE # | CHECK STATUS INV VEND |
|--------------|----------|---|--|----------|---------|--|-----------|-----------------------------|
| | | 1850.00 | 720-598-7537-00000 | | | PAVER RENTAL | | |
| 1 | 303179 | \$4165.50 4165.50 | 12/09/14 710-540-7361-00421 | 59908 | | 0 WATSONVILLE WETLANDS WATCH AGREEMENT FOR TRAIL, VEGETATIO | | OUTSTANDING |
| 1 | 303233 | \$3307.35 3307.35 | 12/09/14 281-929-7820-42025 | 66206 | | 0 WEST COAST NETTING, INC. PROJECT NO. PK-14-01 QB | | OUTSTANDING |
| 1 | 303200 | \$6714.41 850.43 850.43 1611.85 3401.70 | 12/09/14 710-530-7559-00000 720-596-7559-00000 309-525-7361-00000 150-250-7361-00000 | 62670 | | 0 WEST COAST SECURITY INC. SOFTWARE LICENSES SOFTWARE LICENSES SOFTWARE LICENSES SOFTWARE LICENSES | | OUTSTANDING |
| 1 | 303115 | \$100.00 100.00 | 12/09/14 720-596-7771-00000 | 50752 | | 0 WILLIAMS, DIANE LOW FLOW TOILET | | OUTSTANDING |
| 1 | 11112444 | \$205261.13 105225.43 69615.64 30420.06 | 11/26/14 130-000-2050-00000 130-000-2050-00000 130-000-2050-00000 | 11700 | | 0 WIRE TRANSFER-IRS FEDERAL SOCIAL SECURITY MEDICARE | | |
| 1 | 11112442 | \$36428.48 1947.26 34481.22 | 11/26/14 130-000-2050-00000 130-000-2050-00000 | 10334 | | 0 WIRE TRANSFER-STATE OF CALIFORNIA SDI 77651115 PIT 80038870 | | |
| 1 | 303145 | \$100.00 100.00 | 12/09/14 720-596-7772-00000 | 54345 | | 0 ZAVALA, MIGUEL WASHER REBATE | | OUTSTANDING |
| 1 | 303110 | \$952.51 952.51 | 12/09/14 740-570-7324-00000 | 12015 | | 0 ZEP VEHICLE CARE, INC. TRUCK WASH | | OUTSTANDING |

TOTAL # OF ISSUED CHECKS: 262 TOTAL AMOUNT: 1429872.70
 TOTAL # OF VOIDED/REISSUED CHECKS: 0 TOTAL AMOUNT: 0.00
 TOTAL # OF ACH CHECKS: 0 TOTAL AMOUNT: 0.00
 TOTAL # OF UNISSUED CHECKS: 1

FUND TOTALS

| FUND | FUND NAME | ISSUED TOTAL | VOIDED/REISSUED TOTAL |
|---------|--------------------------------|--------------|-----------------------|
| 120 | TRUST FUND | 257.00 | 0.00 |
| 130 | EMPLOYEE CASH DEDUCTIONS FUND | 548,261.25 | 0.00 |
| 150 | GENERAL FUND | 211,092.25 | 0.00 |
| 170 | INVESTMENT FUND | 428.09 | 0.00 |
| 202 | REDEVELOPMENT OBLIG RETIREMENT | 51,344.64 | 0.00 |
| 205 | COMMUNITY DEV BLOCK GRANT | 1,514.17 | 0.00 |
| 206 | ENTERPRIZE ZONE | 525.00 | 0.00 |
| 207 | RENTAL REHAB FUND | 570.00 | 0.00 |
| 209 | H.O.M.E. GRANTS | 4,676.61 | 0.00 |
| 221 | INCLUSIONARY HOUSING | 8,585.00 | 0.00 |
| 246 | CIVIC CENTER COMMON AREA | 8,897.65 | 0.00 |
| 250 | LIBRARY FUND | 47,899.31 | 0.00 |
| 260 | SPECIAL GRANTS | 79,576.52 | 0.00 |
| 281 | PARKS DEVELOPMENT FUND | 3,307.35 | 0.00 |
| 305 | GAS TAX | 3,065.00 | 0.00 |
| 309 | PARKING GARAGE FUND | 4,465.57 | 0.00 |
| 349 | PUBLIC FACILITIES IMPACT FEES | 285.00 | 0.00 |
| 354 | SPECIAL DISTRICT FUNDS | 1,288.12 | 0.00 |
| 710 | SEWER SERVICE FUND | 147,096.29 | 0.00 |
| 720 | WATER OPERATING FUND | 131,357.41 | 0.00 |
| 730 | AIRPORT ENTERPRISE FUND | 36,362.75 | 0.00 |
| 740 | WASTE DISPOSAL FUND | 19,913.71 | 0.00 |
| 741 | LANDFILL CLOSURE FUND | 51,357.16 | 0.00 |
| 780 | WORKERS COMP/LIABILITY FUND | 45,953.57 | 0.00 |
| 787 | HEALTH INSURANCE FUND - POOL | 21,793.28 | 0.00 |
| TOTAL - | | 1,429,872.70 | 0.00 |

GENERATED: 12 AUG 13 07:53

RUN: MONDAY NOV242014 12:32

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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 | \$548,261.25 | 2014/11 | 11/26/14 | \$548,261.25 |

INFORMATION ITEMS
December 9, 2014

1.0 APPLICATION FOR ALCOHOLIC BEVERAGES LICENSE
--Wan Dee

2.0 MINUTES

--Parks & Recreation Commission
November 6, 2014

3.0 PROCLAMATIONS

--Luis J. Rodriguez
Guest Speaker with On the Same Page
November 20, 2014

--Don Pendergrass
November 24, 2014

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: 551890
Receipt Number: 2265616
Geographical Code: 4403
Copies Mailed Date: November 17, 2014
Issued Date:

Received
Watsonville
City Clerk

NOV 19 '14 PM 3:33

DISTRICT SERVING LOCATION: SALINAS
First Owner: WAN DEE, LLC
Name of Business: WAN DEE
Location of Business: 1433 MAIN ST
STE 1-I
WATSONVILLE, CA 95076-3755
County: SANTA CRUZ
Is Premise inside city limits? Yes Census Tract 1104.00

Mailing Address:
(If different from
premises address)

Type of license(s): 41

Transferor's license/name: 512760 / BANGKOK WEST THAI INC Dropping Partner: Yes No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include ANNUAL FEE, PERSON-TO-PERSON TRANSFER, FEDERAL FINGERPRINTS, STATE FINGERPRINTS, and a Total row.

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 17, 2014
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)

WAN DEE, LLC

See 211 Signature Page



Proclamation

Luis J. Rodriguez

Guest Speaker with *On the Same Page*

November 20, 2014

WHEREAS, the Watsonville On the Same Page Committee will host the community's seventh 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, Always Running La Vida Loca: Gang Days in L.A. written by Luis J. Rodriguez is a memoir of gang life. Luis guides the reader through a turbulent adolescence in which death or long-term imprisonment seems imminent. He began writing it as a sixteen-year-old gang member in East Los Angeles, but did not complete it until his own son, Ramiro, joined a similar street gang in Chicago at age fifteen; 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 Luis J. Rodriguez through his book Always Running La Vida Loca: Gang Days in L.A. to inspire our youth with his story. Luis has spent more than 30 years conducting workshops, readings, and talks in prisons, juvenile facilities, homeless shelters, migrant camps, universities, public and private schools, conferences, churches, Native American reservations, and men's conferences throughout the country. He has been recognized with various awards that include Spirit of Struggle/Ruben Salazar Award, Local Hero of Community Award, Hero of Nonviolence, and Unsung Heroes of Compassion by the Dalai Lama; and

WHEREAS, the Watsonville community is honored to welcome Luis J. Rodriguez to share his inspiring story on Thursday, November 20, 2014 at the Henry J. Mello Center for the Performing Arts;

NOW, THEREFORE, I, Karina Cervantez, Mayor of the City of Watsonville do hereby proclaim November 20, 2014, Luis J. Rodriguez Day in the City of Watsonville and congratulate him 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 20th day of November, two thousand and fourteen.

Karina Cervantez
Karina Cervantez, Mayor



WATSONVILLE, CALIFORNIA



proclamation

Don Pendergrass

November 24, 2014

- WHEREAS, Don Pendergrass is a long time Monterey County resident and is a Central Coast and Bay Area local jewel; and
- WHEREAS, since his early 20's, Don has worked with the elderly and college students; working with Monterey Peninsula College, Hartnell College and CSUMB to name a few; and
- WHEREAS, he is a gifted, talented, consummate, professional musician and is comfortable as a writer, arranger, singer, educator, band leader, producer and musician in several musical genres; and
- WHEREAS, Don has appeared at the Monterey Jazz Festival four times and was an invited guest with Lauri Hoffer and Rick Flores at the Monterey Bay Blues Festival; and
- WHEREAS, Don Pendergrass is being recognized by colleagues for his musical contributions to the Monterey Bay and Santa Cruz area throughout the past thirty-five years on November 24, 2014 in San Juan Bautista;

NOW, THEREFORE, I, Karina Cervantez, Mayor of the City of Watsonville, in the State of California, hereby congratulate Don Pendergrass for his 35 years of musical contributions to the Monterey Bay and Santa Cruz area wish him continued success in all his future endeavors.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 24th day of November, two thousand and fourteen.

Karina Cervantez
Karina Cervantez, Mayor

WATSONVILLE, CALIFORNIA