



City Council &lt;citycouncil@cityofwatsonville.org&gt;

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**Fw: Comments for the City Council Meeting 1-25-2022, Ella's, item 10**

1 message

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**Glynn Falcon** <glynn.falcon@falconlawoffice.com>  
To: "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>

Tue, Jan 25, 2022 at 10:44 AM

Please see that the attached letter, exhibits, ledgers, and comments reach the City Council in advance of the meeting this evening.

Of note is the \$819,000 the City spent on legal fees and costs defending the Airport Director's "judgment."



Glynn P. Falcon, Attorney at Law  
Law Office of Glynn Falcon  
900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Temporary Mail To: PO Box 2470, Aptos, CA 95001  
Phone: 650-400-1523  
Glynn.Falcon@FalconLawOffice.com

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**From:** Glynn Falcon  
**Sent:** Tuesday, January 25, 2022 10:42 AM  
**To:** [ciitycouncil@cityofwatsonville.org](mailto:ciitycouncil@cityofwatsonville.org) <[ciitycouncil@cityofwatsonville.org](mailto:ciitycouncil@cityofwatsonville.org)>  
**Cc:** [ellakingthe@yahoo.com](mailto:ellakingthe@yahoo.com) <[ellakingthe@yahoo.com](mailto:ellakingthe@yahoo.com)>; Keith Simpson <[keith@restaurantrealty.com](mailto:keith@restaurantrealty.com)>; Sergio Angeles <[sergio@primehl.com](mailto:sergio@primehl.com)>  
**Subject:** Comments for the City Council Meeting 1-25-2022, Ella's, item 10

Please see that the attached letter, exhibits, ledgers, and comments reach the City Council in advance of the meeting this evening.

Of note is the \$819,000 the City spent on legal fees and costs defending the Airport Director's "judgment."



Glynn P. Falcon, Attorney at Law  
Law Office of Glynn Falcon  
900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
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Glynn.Falcon@FalconLawOffice.com

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**Letter to Council with Exhibits and attachments.pdf**  
4050K



# Glynn P. Falcon

ATTORNEY AT LAW

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January 25, 2022

[cityclerk@cityofwatsonville.org](mailto:cityclerk@cityofwatsonville.org)

**Please submit this and the following documents to the comments to be received and reviewed this evening by the City Council.**

It appears that the Airport Director's barricading of the Monterey Bay Aviation's access ramp, as found to be unlawful by Judge Volkmann, has cost the Watsonville Airport Enterprise Fund to expend over **\$819,000** in legal fees and costs. Those Funds were to be used for airport improvements, and not to defend the poorly exercised judgment and decisions of the Airport Director. Attached hereto are the four pages from the AEF ledger items 2160 - 2282 for your review and confirmation.

The question appears - how much more of the AEF does the City wish to expend defending the Airport Director's poor exercise of judgment and decision regarding the assignment and sale of the restaurant lease to Chielo?

I also noted that the agenda packet failed to contain the exhibits to Ella's appeal letter, and I have attached those hereto so that the agenda packet can be updated to include those exhibits.

Any questions or concerns, Please advise asap.

Glynn Falcon  
Attorney for EATA, appellant.

Attachments as noted above.

**RE: Comments to, and Comment Card, pertaining to EATA Appeal Hearing January 25, 2022**

Messinger, Robert F. <RMessinger@bwsllaw.com>

Mon 1/24/2022 5:14 PM

To: Glynn Falcon <glynn.falcon@falconlawoffice.com>

Cc: Zutler, Samantha W. <SZutler@bwsllaw.com>

Mr. Falcon:

Keith Holtaway did not produce a report.

We have noted your allegation about Mr. Williams' alleged reference to Ms. King and will handle it accordingly. All personnel matters are confidential.

Your request for information regarding MBA vs. Watsonville will be treated as a Public Records Act request. We have thus forwarded your email to the City Clerk and will respond to you within the statutory time frame.

The City Manager will not be making a recommendation or issuing a decision on this matter. Director Williams made the final decision, which is the subject of your client's appeal.

Your email will be included in the record for the January 25, 2022, City Council meeting.

Thank you for your attention.

**Robert F. Messinger | Partner**

1851 East First Street, Suite 1550 | Santa Ana, CA 92705-4067

d - 949.265.3413 | t - 949.863.3363 | f - 949.863.3350

[rmessinger@bwsllaw.com](mailto:rmessinger@bwsllaw.com) | [bwsllaw.com](http://bwsllaw.com)



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**From:** Glynn Falcon [mailto:[glynn.falcon@falconlawoffice.com](mailto:glynn.falcon@falconlawoffice.com)]

**Sent:** Monday, January 24, 2022 8:04 AM

**To:** Messinger, Robert F. <RMessinger@bwsllaw.com>; [citycouncil@cityofwatsonville.org](mailto:citycouncil@cityofwatsonville.org)

**Cc:** Zutler, Samantha W. <SZutler@bwsllaw.com>

**Subject:** Re: Comments to, and Comment Card, pertaining to EATA Appeal Hearing January 25, 2022

[EXTERNAL]

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Counsel, Council, and Staff:

Please provide me with the report from Keith Holtaway today so I can prepare for the Tuesday council meeting.

I also need to know the total amount of money the City and/or its Airport Enterprise Fund expended on its attorney fees, experts, and costs in defense of Mr. Williams in the MBA vs. Watsonville case 19CV03692. We reasonably estimate that the combined amount is over \$750,000 in City's own fees and costs and with the award to MBA! In the business world, when a manager makes that big of a mistake in

2/26/2019 0730	560	7303	API	201 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	2,006.15
3/13/2019 0730	560	7303	API	63 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	734.40
4/10/2019 0730	560	7303	API	46 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	588.90
4/23/2019 0730	560	7303	API	137 THE GRUNSKY LAW FIRM LLC	PROFESSIONAL LEGAL SERVICES FO	0.00	0.00	1,428.00
6/30/2019 0730	560	7303	API	486 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,774.80
6/30/2019 0730	560	7303	API	517 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	9,950.88
9/10/2019 0730	560	7303	API	52 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	204.00
11/20/2019 0730	560	7303	API	127 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	4,525.81
12/18/2019 0730	560	7303	API	133 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	20,648.94
2/25/2020 0730	560	7303	API	234 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	3,035.58
3/11/2020 0730	560	7303	API	105 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	3,148.40
3/26/2020 0730	560	7303	API	183 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	4,024.00
4/28/2020 0730	560	7303	API	248 THE GRUNSKY LAW FIRM LLC	PROFESSIONAL LEGAL SERVICES	0.00	0.00	448.80
5/20/2020 0730	560	7303	API	169 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	231.27
6/30/2020 0730	560	7303	API	499 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES TO 5/31/20	0.00	0.00	170.52
6/30/2020 0730	560	7303	API	499 THE GRUNSKY LAW FIRM LLC	PROF SERVICES	0.00	0.00	3,264.00
8/11/2020 0730	560	7303	API	52 AUTO CARE LIFESAVER TOWING	TOWING SERVICES	0.00	0.00	90.00
9/22/2020 0730	560	7303	API	229 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	509.65
10/7/2020 0730	560	7303	API	31 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	102.00
12/2/2020 0730	560	7303	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	142.80
2/23/2021 0730	560	7303	API	71 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1.51
4/1/2021 0730	560	7303	API	36 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	64.50
4/27/2021 0730	560	7303	API	874 BRANDLEY, REINARD W.	PROFESSIONAL SERVICES	0.00	0.00	270.00
5/11/2021 0730	560	7303	API	95 BRANDLEY, REINARD W.	PROFESSIONAL SERVICES APRIL 4-	0.00	0.00	1,800.00
6/2/2021 0730	560	7303	API	15 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	172.00
6/9/2021 0730	560	7303	API	268 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	172.00

6/22/2021 0730	560	7303		API	334 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	64.50
6/30/2021 0730	560	7303		API	1593 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,333.00
10/12/2021 0730	560	7303		API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	597.47
11/3/2021 0730	560	7303		API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	279.50
12/8/2021 0730	560	7303		API	227 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	86.00
12/14/2021 0730	560	7303		API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	301.00
6/30/2019 0730	560	7303	04026	API	517 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	920.00
9/10/2019 0730	560	7303	04026	API	52 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	60.00
11/20/2019 0730	560	7303	04026	API	127 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	3,998.91
12/18/2019 0730	560	7303	04026	API	133 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	610.00
2/25/2020 0730	560	7303	04026	API	234 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,765.38
3/11/2020 0730	560	7303	04026	API	105 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	2,901.60
3/26/2020 0730	560	7303	04026	API	183 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	827.86
4/28/2020 0730	560	7303	04026	API	248 THE GRUNSKY LAW FIRM LLC	PROFESSIONAL LEGAL SERVICES	0.00	0.00	1,784.60
5/20/2020 0730	560	7303	04026	API	169 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,088.36
9/22/2020 0730	560	7303	04026	API	229 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	4,356.30
10/7/2020 0730	560	7303	04026	API	31 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	612.00
12/2/2020 0730	560	7303	04026	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	387.60
2/23/2021 0730	560	7303	04026	API	71 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	102.00
4/1/2021 0730	560	7303	04026	API	36 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	212.38
6/2/2021 0730	560	7303	04026	API	15 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	107.50
6/30/2021 0730	560	7303	04026	API	1593 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	21.50
10/12/2021 0730	560	7303	04026	API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,935.00
11/3/2021 0730	560	7303	04026	API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	107.50
12/14/2021 0730	560	7303	04026	API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	774.00
12/18/2019 0730	560	7303	04029	API	133 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	700.00
2/25/2020 0730	560	7303	04029	API	234 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	904.00
3/26/2020 0730	560	7303	04029	API	183 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	220.00
5/20/2020 0730	560	7303	04029	API	169 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	3,549.60

6/30/2020 0730	560	7303	04029	API	499 THE GRUNSKY LAW FIRM LLC	PROF SERVICES	0.00	0.00	6,507.16
9/22/2020 0730	560	7303	04029	API	229 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	13,596.13
10/7/2020 0730	560	7303	04029	API	31 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	15,852.28
11/24/2020 0730	560	7303	04029	API	234 BENNETT AVIATION CONSULTING, INC.	UNITED FLIGHT SERVICES LITIGAT	0.00	0.00	3,262.50
12/2/2020 0730	560	7303	04029	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	41,795.11
12/16/2020 0730	560	7303	04029	API	393 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	14,672.49
2/23/2021 0730	560	7303	04029	API	71 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	6,183.22
4/1/2021 0730	560	7303	04029	API	36 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	19,505.26
4/13/2021 0730	560	7303	04029	API	81 BENNETT AVIATION CONSULTING, INC.	LEGAL SERVICES FOR LITIGATION	0.00	0.00	5,812.50
4/13/2021 0730	560	7303	04029	API	81 FORENSISGROUP, INC.	JAN/FEB 2021 UNITED FLIGHT SER	0.00	0.00	4,455.00
4/13/2021 0730	560	7303	04029	API	81 FORENSISGROUP, INC.	NOV/DEC 2020 UNITED FLIGHT SER	0.00	0.00	2,887.50
4/13/2021 0730	560	7303	04029	API	81 J.S. HELD LLC	JAN/FEB 2021 MONTEREY BAY AVIA	0.00	0.00	3,052.35
4/13/2021 0730	560	7303	04029	API	81 J.S. HELD LLC	MARCH 2021 MONTEREY BAY AVIATI	0.00	0.00	504.90
4/13/2021 0730	560	7303	04029	API	81 SAPIA LAW FIRM	FEB 2021 UNITED FLIGHT SERVICE	0.00	0.00	7,749.00
4/27/2021 0730	560	7303	04029	API	876 ABBOTT & KINDERMANN, INC.	MARCH 2021 LEGAL SERVICES FOR	0.00	0.00	8,741.36
4/27/2021 0730	560	7303	04029	API	876 BENNETT AVIATION CONSULTING, INC.	MARCH 2021 - UNITED FLIGHT SER	0.00	0.00	4,012.50
4/27/2021 0730	560	7303	04029	API	876 FORENSISGROUP, INC.	MARCH 2021 UNITED FLIGHT SERVI	0.00	0.00	2,062.50
5/11/2021 0730	560	7303	04029	API	88 SAPIA LAW FIRM	APRIL 2021 UNITED FLIGHT SERVI	0.00	0.00	14,039.50
5/11/2021 0730	560	7303	04029	API	88 SAPIA LAW FIRM	FEB/MARCH 2021 UNITED FLIGHT S	0.00	0.00	14,417.08
5/25/2021 0730	560	7303	04029	API	647 BENNETT AVIATION CONSULTING, INC.	APR 2021 UNITED FLIGHT SERVICE	0.00	0.00	7,125.00
5/25/2021 0730	560	7303	04029	API	647 SAPIA LAW FIRM	MAR/APR 2021 UNITED FLIGHT SER	0.00	0.00	33,288.70
6/2/2021 0730	560	7303	04029	API	15 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	31,738.14
6/9/2021 0730	560	7303	04029	API	268 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	26,055.99

6/22/2021 0730	560	7303	04029	API	337 SAPIA LAW FIRM	MAY 2021 UNITED FLIGHT SERVICE	0.00	0.00	684.60
6/22/2021 0730	560	7303	04029	API	334 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	57,181.75
6/28/2021 0730	560	7303	04029	API	1246 SAPIA LAW FIRM	MAY/JUNE 2021 UNITED FLIGHT SE SERVICE	0.00	0.00	1,118.00
6/30/2021 0730	560	7303	04029	API	1572 CREEKSIDE COURT REPORTING INC.		0.00	0.00	13,347.75
6/30/2021 0730	560	7303	04029	API	1662 SAPIA LAW FIRM	LEGAL SERVICES- COW AIRPORT	0.00	0.00	353.14
6/30/2021 0730	560	7303	04029	API	1593 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	6,085.74
7/27/2021 0730	560	7303	04029	API	991 SAPIA LAW FIRM	AIRPORT LEGAL FEES	0.00	0.00	1,161.00
9/28/2021 0730	560	7303	04029	API	1019 SAPIA LAW FIRM	UNITED FLIGHT SERVICES V COW	0.00	0.00	928.75
10/12/2021 0730	560	7303	04029	API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	10,465.31
11/3/2021 0730	560	7303	04029	API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	5,471.55
12/8/2021 0730	560	7303	04029	API	227 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	189.50
12/14/2021 0730	560	7303	04029	API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	11,034.15
12/22/2021 0730	560	7303	04029	API	726 UNITED FLIGHT SERVICES	SETTLEMENT- CASE 19CV03692	0.00	0.00	309,386.96
9/22/2020 0730	560	7303	04031	API	229 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	9,071.48
10/7/2020 0730	560	7303	04031	API	31 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,406.65
12/2/2020 0730	560	7303	04031	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,007.60
12/16/2020 0730	560	7303	04031	API	393 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	562.75
2/23/2021 0730	560	7303	04031	API	71 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	589.06
4/1/2021 0730	560	7303	04031	API	36 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	166.76
6/2/2021 0730	560	7303	04031	API	15 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	43.00
6/9/2021 0730	560	7303	04031	API	268 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	101.76
6/22/2021 0730	560	7303	04031	API	334 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,667.77
10/12/2021 0730	560	7303	04031	API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,580.52
11/3/2021 0730	560	7303	04031	API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	37.76
12/8/2021 0730	560	7303	04031	API	227 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	37.76
12/14/2021 0730	560	7303	04031	API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	102.26
9/22/2020 0730	560	7303	04032	API	229 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,448.40
10/7/2020 0730	560	7303	04032	API	31 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	61.20
12/2/2020 0730	560	7303	04032	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	122.40
12/16/2020 0730	560	7303	04032	API	393 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,255.20
4/1/2021 0730	560	7303	04032	API	36 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	64.50
6/9/2021 0730	560	7303	04032	API	268 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	21.50
10/12/2021 0730	560	7303	04032	API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	64.50
11/3/2021 0730	560	7303	04032	API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	193.50
12/8/2021 0730	560	7303	04032	API	227 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	1,268.50
12/14/2021 0730	560	7303	04032	API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	537.50
12/2/2020 0730	560	7303	04033	API	30 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	178.00
9/10/2019 0730	560	7303	11041	API	52 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	409.50
11/20/2019 0730	560	7303	11041	API	127 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	423.50
12/18/2019 0730	560	7303	11041	API	133 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	405.30
10/12/2021 0730	560	7303	11041	API	276 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	107.50
11/3/2021 0730	560	7303	11041	API	26 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	408.50
12/8/2021 0730	560	7303	11041	API	227 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	451.50
12/14/2021 0730	560	7303	11041	API	554 THE GRUNSKY LAW FIRM LLC	LEGAL SERVICES	0.00	0.00	516.00
					36696	Object 7303 Total	0.00	0.00	819,152.97





# Glynn P. Falcon

ATTORNEY AT LAW

November 19, 2021

Emailed to: [cityclerk@cityofwatsonville.org](mailto:cityclerk@cityofwatsonville.org)

City Clerk of Watsonville

275 Main Street, Suite 400, 4th Floor

Watsonville, CA 95076

Dear Madam Clerk:

This letter constitutes the Notice of the Appeal, pursuant to Chapter 4 of the Watsonville Municipal Code, and such other relevant Code sections and provisions, of the negative determination by the Director of the Watsonville Municipal Airport to the application for assignment and sale of Ella's at the Airport ("Ella's") restaurant and bar to Ms. Chielo Apac, and the threats by such Director to deny Ella a Lease of the restaurant premises. The Airport Director reports directly to the City Manager, whom said City Manager has failed to respond to numerous requests for his involvement in this matter. Hence, Appellant "Ella" has no other recourse but to apply to the City Council for a review and fair hearing of the Director's "sole and unfettered discretion to approve or reject any sub-lease or assignment" and his unfounded, unsupported opinions," dated and disclosed to Appellant and the City Council on or about November 12, 2021 in the Director's Memo, which is attached hereto as **Exhibit A**.

Said decision of the Director was arbitrary, discriminatory (race, national origin, and gender), abusive, vindictive, retaliatory, and not in conformance with the law or the facts. Appellant is informed and believes, and thereon alleges, that said Director has referred to Appellant in an extremely offensive, derogatory, and misogynistic term. The Director's refusal of the proposed assignment and assignee is unreasonable, not based upon facts or substance, and is contrary to established California law (see: CC §§1995.260, 1995.270(b)).

Appellant will bring forward expert testimony and declarations, citizen testimony and declarations, as well as produce the proposed assignee, Chielo Apac, for presentation at the Council's hearing of this matter. Attached hereto are the following for the Council's advance review and consideration:

- Exhibit B** November 18, 2021, Ella King & Sergio Angeles response to Airport Memo dated November 12, 2021.
- Exhibit C** Resume of Chielo Apac.
- Exhibit D** Resume of Chef John Pigott.
- Exhibit E** Verification of Tenancy: Willows Airport LL5 - Nancy's Airport Café - Chielo Arce Apac.
- Exhibit F** Nov. 14, 2021 Email from Keith Simpson to Director Williams, and others in response to Director's Nov. 12, 2021 Memo.
- Exhibit G** Director Rayvon William's resume. No restaurant experience, education, training, or expertise.
- Exhibit H** Business Plan of Ms. Apac continuing Ella's same menu, theme, staff, and name.
- Exhibit I** Email Nov 17, 2021 to Mayor Dutra.

Please confirm receipt of this Notice of Appeal.

Sincerely,

*Glynn Falcon*

Glynn Falcon

Attorney for Ella's



# Airport Memo

Date: November 12, 2021

To: Watsonville City Council, Matt Huffaker, City Manager, Ella King and Sergio Angeles

Fr: Rayvon Williams, Airport Director

Subj: Ella's at the Airport Lease Status and Recommendation

This is a summary of the lease history of Tiffany Ella King and Sergio Angeles dba "Ella's at the Airport".

## 2017 EATA LEASE BACKGROUND

- (1) The now expired four-year lease (Reso 167-17) was with Tiffany Ella King and Sergio Angeles (Ella and Sergio) doing business as Ella's at the Airport (EATA)
- (2) The lease includes a clause allowing assignment of the lease (and sale of the restaurant business) if certain conditions are satisfied. See Exhibit 1.
- (3) Ella and Sergio have had EATA for sale at least since March 2019.
- (4) Ella and Sergio actively marketed the sale of the EATA furniture, fixtures, equipment and good will and assignment of the lease from March 2019 until September 2020

## WINTER 2020 SBDC ENGAGEMENT

The Airport contacted the Santa Cruz Small Business Development Center (SBDC) to assist Ella and Sergio to sell EATA and satisfy assignment conditions. (SBDC had assisted in evaluating and bringing EATA to the Airport in 2014) SBDC, Ella, Sergio and the Airport agreed to: (a) develop an "Assignment Checklist" (See Exhibit 2) and (b) to have SBDC develop a "Plan of Action" to market EATA for sale.

## OTHER AIRPORT LEASES

Several Airport leases expired in early 2021, leases with options required the tenant to notify the Airport so the Airport could plan ahead. Several tenants notified the Airport that they intended to exercise their option. Ella and Sergio did not notify the Airport until after the deadline to provide notice. (Exhibit 3). The Airport replied as provided in Exhibit 4. For a number of reasons, the Airport engaged an experienced commercial real estate broker (Reuben Helick) to negotiate with Ella and Sergio. By mid-August 2021 Mr. Helick was under contract and began negotiations.

## LEASE NEGOTIATIONS

After much discussion the Airport (represented by the Broker) and Ella and Sergio negotiated a new lease with the goal of presenting to the City Council by October 31, 2021. Agreement was reached by mid-September as set forth in Exhibit 5. The term sheet was signed in mid-September and the Airport began to prepare a revised lease as agreed.

## INTERESTED BUYER

On September 20, 2021, Mr. Helick informed the Airport that Ella and Sergio had engaged a Broker to sell EATA and had identified a purchaser who operated a small restaurant at the Willows-Glenn County Airport. (Willows-Glenn is 86 miles northwest of Sacramento just off Interstate 5, with 35 based aircraft, 20,000 annual operations and a nearby population of 7,000.)

- (1) Ella and Sergio's broker completed the assignment Checklist and forwarded it to the Airport. The Airport immediately forwarded the assignment checklist to SBDC for review and contacted Willows-Glenn Airport for an initial discussion. Someone said that someone spoke to the "Willows-Glenn Airport Manager" and said the Manager confirmed the restaurant there was a successful general aviation airport restaurant. The City contacted the Willows-Glenn Airport



## Airport Memo

and learned there is no current Willows-Glenn airport manager, but the airport is “supervised” by the Interim City Manager.

- (2) The Interim City Manager said she had no experience with airports but did confirm the proposed buyer-assignee was a “good tenant”, had an established clientele and apparently successful airport “diner”.

### REVIEW OF WILLOWS-GLENN COUNTY CHECKLIST

Watsonville Airport management then contacted SBDC to review proposed buyer documents. After an Airport and SBDC review of documents including analysis of the buyer’s Balance Sheet, Income and Expense Statement, income tax returns, a comparison to industry quick ratios and assessment of resumes, Watsonville Airport management forwarded a memo to the City Manager recommending not approving a purchase and assignment by the Willows-Glenn operator. *“Our recommendation is we express appreciation for the interest but at this time don’t find Nancy’s Airport Café a good fit. As a next step we will direct current interested parties, whom the Airport has contacted, to contact Ella and Sergio. See Exhibit 6.”*

### OUTREACH FROM EATA BROKER

The Airport told Ella and Sergio’s Broker the reasons why the Willows-Glenn County operator was not acceptable. Sergio and Ella’s broker requested reconsideration of the Willows-Glenn potential purchaser. He said the City’s finding of inadequate experience and financial strength were unwarranted, but did not include any additional information. Airport told Ella and Sergio’s broker to seek out buyers for EATA before the lease expired.

### OTHER INTERESTED BUYERS

Two other buyers expressed interest in purchasing EATA: “Elevation LVK” (an on-field restaurant at Livermore Municipal Airport) and “The Fish House”, an established off-field Watsonville restaurant. Principals from Elevation LVK visited the Airport and EATA on September 28. Shortly thereafter principals from the Fish House came forward. Both potential buyers were referred to Ella and Sergio’s broker and at least one contacted Ella and Sergio before the lease expired on October 31, 2021.

In early October 2021, Elevation LVK informed Airport management that EATA did not complement their business model and LVK would not make an offer. The owners of the Fish House expressed continued interest but apparently could not get the interest of Ella and Sergio or their broker.

Shortly thereafter, Airport management received the following message from Mr. Helick:

*“Hi Rayvon, Thank you for the voice message this morning. Yes, Ella King was updated by email Wednesday (Oct 27<sup>th</sup>) morning about the lease estimated time of arrival. Her broker told me by phone earlier this week that if Ms. Apac was not approved as an assignee that Ella King may just wrap things up and vacate the restaurant at the end of her lease or shortly thereafter, and not sign the new lease. I explained to him that we put this renewal together as an accommodation to her, but if she did not want to sign the new lease with the cancellation right in the event she does not find a suitable buyer, then that is her prerogative. I reminded him that I was hired by the City to either work out a new lease with Ella King et al or find a new tenant for the space. If she decides not to move forward then we will proceed to market the space for lease to a future tenant, whomever that would be. No business sale for Ella King. You have provided her with a viable path forward to sell her business. It is up to her to take it, or leave it.”*

Ella and Sergio say Airport Management has not explained why it rejects the Willows-Glenn County applicant. But the Airport did tell Ella and Sergio’s broker why. See attached Exhibit 6 explaining why



# Airport Memo

the Willows-Glenn County applicant does not satisfy the requirements based on vetting, financial analysis and experience.

## **CURRENT STATUS**

We have a lease on the terms agreed with Ella and Sergio and we need a signature. The Lease was negotiated by Sergio and Ella and the airport's representative, Mr. Helick. The new Lease is substantially the same except for terms making an assignment easier. Instead of signing, without objecting to the lease terms, Ella and Sergio insist the City approve the Willows-Glenn County buyer which the Airport found unqualified.

## **RECOMMENDATION**

Airport management believes Ella, Sergio and their attorney have had ample opportunity to review the lease. Airport Management requests lease be signed by 5:00pm on November 18, 2021.

## **Exhibits**

- #1 Assignment Clause
- #2 EATA Assignment Check List
- #3 COW Mail Lease Renewal
- #4 COW Mail Re: lease Renewal
- #5 DocuSign \_LOI\_Ellas\_At\_Airport
- #6 Memo Airport Resturant\_20210930

1           **RESTRICTION AGAINST ASSIGNMENT.**

2           Tenant shall not assign or encumber any interest in this Lease or in the Leased  
3 Premises, or sublease all or any part of the Premises, or allow any other person or entity  
4 (except Tenant's authorized representatives) to occupy or use all or any part of the  
5 Premises, without Landlord's prior written consent, and consent to one assignment or  
6 sublease shall not be construed as consent to any subsequent assignment or subleasing.

7           **VOLUNTARY ASSIGNMENT.**

8           If Tenant is a corporation or partnership, any dissolution, merger, consolidation or  
9 other reorganization of Tenant or the sale or transfer of controlling percentage of the  
10 capital stock of Tenant or the sale of twenty-five percent (25%) of the value of the assets  
11 of Tenant shall be deemed a voluntary assignment. The phrase "controlling percentage"  
12 means the ownership of and the right to vote stock possessing at least twenty-five percent  
13 (25%) of the total combined voting power of all classes of Tenant's capital stock issued  
14 outstanding and entitled to vote for the election of directors.

15           **CONSENT BY LANDLORD.**

16           Landlord shall have the sole and unfettered discretion to approve or reject any  
17 sub-lease or assignment. Landlord may condition consent upon such factors as the  
18 identity, reputation, financial worth and stability and operating ability of any proposed  
19 assignee or subtenant. If the Premises are sublet to any person with the permission of  
20 Landlord, one hundred percent (100%) of any incremental leasing profits shall accrue to  
21 Landlord. Unless prior written consent of Landlord shall have been obtained, any  
22 transfer, or attempted assignment or transfer, of this Lease or any interest therein, or any  
23 subletting, either by voluntary or involuntary act of Tenant or by operation of law or  
24 otherwise, shall at the option of the Landlord terminate this Lease, and any such  
25 purported assignment, transfer or subletting without such consent shall be null and void.

26           **PROCEDURE FOR OBTAINING APPROVAL FOR ASSIGNMENT.**

27           Tenant shall not have the right to assign this Lease, except by Leasehold  
28 mortgage, without the prior written consent of Landlord. If Tenant desires to assign the  
29 Lease, Tenant shall comply with the following procedures:

30           Tenant shall give Landlord at least sixty (60) days prior written notice of its  
31 desire to assign the Lease.

# Restaurant Facility Assignment Checklist

EXHIBIT 2



## Lease Section 20: CONSENT BY LANDLORD

Landlord shall have the sole and unfettered discretion to approve or reject any sub-lease or assignment. Landlord may condition consent upon such factors as the identity, reputation, financial worth and stability and operating ability of any proposed assignee or subtenant.

### Required Documents for an entity (Corporation, LLC, etc)

- ☐ Letter requesting Lease assignment
- ☐ \$5,000 Assignment deposit
- ☐ Resume(s) and at least three (3) references
- ☐ Documentation of demonstrated financial standing
  - ☐ If owner/operator of existing business: Income Statement, Balance Sheet and P&L of business
  - ☐ If individual: Financial statement, personal tax returns for two years and current credit report
- ☐ Business Plan similar to the [Open Table "How To Guidance"](#).
- ☐ Insurance Certificate (per lease)



### If individual, other than an entity is financially responsible, additional required documents

- ☐ Signed Personal Guaranty
- ☐ Signed Assignment document



Rayvon Williams <rayvon.williams@cityofwatsonville.org>

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## Lease renewal - EATA, Inc.

1 message

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**T. Ella King** <ellakingthe@yahoo.com>

Wed, May 19, 2021 at 8:49 AM

To: Rayvon Williams <rayvon.williams@cityofwatsonville.org>, Alexandra Aguado <alexandra.aguado@cityofwatsonville.org>, Sergio Angeles <sergio@primehl.com>

Hello Rayvon,

Please find this email as official notice that we intend to renew our lease at 100 Aviation Way.

I did not see an email come over concerning it but wanted to confirm that we are going to be exercising the extension option.

We will look for the renewal from you folks.

Thank you,

T. Ella King



Rayvon Williams &lt;rayvon.williams@cityofwatsonville.org&gt;

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**Re: Lease renewal - EATA, Inc.**

1 message

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**Alexandra Aguado** <alexandra.aguado@cityofwatsonville.org>

Thu, May 20, 2021 at 4:51 PM

To: ella king &lt;ellakingthe@yahoo.com&gt;, "Sergio Primehl. Com" &lt;sergio@primehl.com&gt;

Cc: Rayvon Williams &lt;rayvon.williams@cityofwatsonville.org&gt;

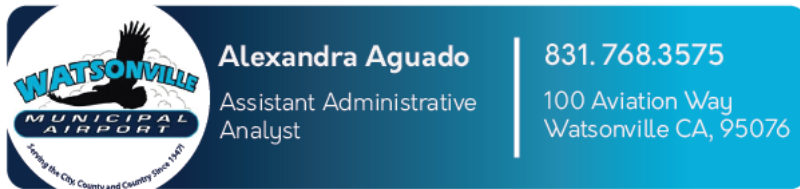
Hello Ella,

Thank you for your email.

Per your Lease, the City of Watsonville should've received written notice of your intention to exercise your option to extend the Lease by April 30, 2021.

Since written notice was not submitted by the deadline, that option is no longer available. We are more than happy to engage in a discussion to negotiate terms for a new lease, effective at the expiration of your current lease which is October 31, 2021. It's our desire that the term continue for an additional four years with a few minor adjustments.

Thank you,

*-Alex*

On Wed, May 19, 2021 at 8:49 AM T. Ella King <ellakingthe@yahoo.com> wrote:

Hello Rayvon,

Please find this email as official notice that we intend to renew our lease at 100 Aviation Way.

I did not see an email come over concerning it but wanted to confirm that we are going to be exercising the extension option.

We will look for the renewal from you folks.

Thank you,

T. Ella King





100 Aviation Way  
Watsonville, CA 95076

## EXHIBIT 5

September 3, 2021

Ella King – Sergio Angeles

**RE: Term Sheet to Lease Restaurant at 100 Aviation Way – City Response**

Dear Mr. Williams:

Here is a general outline of the terms and conditions whereby EATA, Inc. will lease space at the City of Watsonville Airport Terminal Building:

1. Lessee: EATA, Inc.,  
dba Ella's at the Airport, OR its assignee **approved**
- Lessor: City of Watsonville, a municipal corporation  
275 Main Street  
Watsonville, CA 95076 **approved**
2. Premises Location: 100 Aviation Way, Watsonville, CA 95076  
Located at the Watsonville Airport Terminal Building  
Watsonville, CA 95076  
A portion of APN: 015-221-01 (10,109,492± SF parcel) **approved**
3. Premises Size: 2,400± SF interior restaurant facility  
650± SF outside storage  
427± SF outside patio seating  
see §15
4. Term: FIVE (5) Years **approved**
5. Commencement: November 1, 2021
6. Early Occupancy: Not applicable – Lessee currently occupies under a lease.
7. Option to Renew: ONE (1) FIVE (5) Year Option to Renew at Fair Market Value.  
FMV not to exceed any annual increase in excess of 7% over the prior year's lease rent.
8. Option to Rescind: With a Sixty (60) day advance written notice, Lessee may cancel the Lease at any time during the initial 180 days of the Lease

Term. If Lessee cancels, Lessee must pay rent obligations through the termination date, pay unamortized leasing commissions expended by Lessor, and Lessee forfeits its security deposit. However, the above provision to pay unamortized leasing commissions expended by Lessor, and Lessee forfeiting its security deposit, will not apply if Lessee or its assign cancels and/or rescinds this Lease at any time on or before October 31, 2021 (the end date of the existing Lease)

9. Use: Rejected. No Exclusive Use Provision will be granted

10. Base Rent: Choose either fixed rental rate **or** blend of base plus gross sales

**Year 1:** \$4,000 plus \$900 NNN or \$3,000 + \$600 NNN & 1% Gross Sales

**Year 2:** (1<sup>st</sup> 6 months) \$4,500 + \$900 NNN or \$3,100 + \$600 NNN & 1% Gross Sales

**Year 2:** (2nd 6 months) \$4,750 + \$900 NNN or \$3,100 + \$600 NNN & 1% Gross Sales

**Year 3:** \$5,000 + \$900 NNN or \$3,200 + \$600 NNN & 1% Gross Sales

**Year 4:** \$5,250 + \$900 NNN or \$3,300 + \$600 NNN & 1% Gross Sales

**Year 5:** \$5,500 + \$900 NNN or \$3,400 + \$600 NNN & 1% Gross Sales

Additional Rent Mo. Prepayment: NNN costs are estimated to be \$900 Per mo.

11. Rent Commencement: November 1, 2021

12. Deposit: Security deposit of \$3,200 currently held by Lessor. \$3,300 additional to be paid on or before November 1, 2021 totaling \$6,500 security deposit.

13. Utilities: In addition to base rent and operating costs paid to Lessor, Lessee is solely responsible for the payment of gas/electric utilities, water, sewage, garbage, internet, telephone, and security systems for Premises.
- Lessor will maintain the electric power standby generator in good repair, but Lessor will not be liable for any losses to Lessee in the event of failure of the standby power generator to operate
14. Common Area Maintenance.  
R.E. taxes & Insurance: Lessor to maintain upkeep of fountain garden area at eastern entrance. Lessee has non-exclusive use of the common bathroom core located in the Terminal Lobby. Lessee is not charged base rent for this. Neither Lessee or its assign will be charged or assessed taxes or fees for "common area" for parking, lobby, airport ramp areas, public viewing areas about the terminal, or for any other space or usage not tied specifically to, and identified within, the Lease
- Lessee will pay a flat fee for janitorial service & stocking of bathrooms with paper products/supplies, soap, light bulbs, repairs to the fixtures. – This is the monthly NNN fee of \$900/month
15. Specific Tenant Improvements: Removed by December 31, 2021
- NOTE: This seating was provided on a temporary basis. Airport willing to allow the temporary seating to continue until December 31, 2021, but then must be removed. The structure impedes airport access to the ramp, to include need for operations and emergency vehicles. Additionally the structure blocks security camera view of ramp by Airport Operations, Watsonville Police and FAA ATC.
16. American Disabilities Act (ADA): The Building exterior and common areas must meet requirements as established by the Americans With Disabilities Act (ADA). Should they not be in compliance with ADA laws during the Term, Lessor shall make changes or alternations required to so comply, at no cost to Lessee (whether through Operating Expenses or otherwise). Lessee shall comply with ADA laws within the exclusive, demised Premises at Lessee's sole expense during its tenancy. approved
17. HVAC: Per §15 of the current Lease "Landlord shall pay to repair and maintain the heater air conditioner and thermostat control for the Premises."
18. Agency: Cushman & Wakefield represents Lessor as its exclusive agent (Listing Agent). Lessee is exclusively represented by its legal counsel. Leasing commissions paid by Lessor to Listing Agent.

19. Parking: Lessee shall be entitled to its unreserved, pro-rata share of parking.
20. Assignment: Lessee may assign and transfer all of Lessee's rights, duties and obligations under this Lease of the Premises subject to standard City of Watsonville Lease (as shown at bottom of §20 – current Lease: "Landlord and Tenant hereby deem it reasonable for the Landlord to refuse to consent to a proposed assignment in the following circumstances: Landlord may object to any proposed assignment if, in the Landlord's sole and unfettered opinion, the proposed assignee is not a qualified assignee in terms of financial strength, business experience, restaurant style or ambiance, reputation or the ability to operate the food establishment and provide the required services in a manner consistent with the purposes for which this Lease was granted. Landlord may object on any other grounds." . Lessee to follow the instructions per the attached EATA Assignment Checklist.
21. Signage: Signage remains "as-is" including prominent restaurant signage on Airport Monument located on Airport Boulevard, signage at its current location on the building.
22. Expiration: This letter must be responded to no later than September 10, 2021 or it becomes void, of no further effect.

\*\*\*\*\*

This proposal is merely a statement of the terms upon which the parties may be interested in pursuing further negotiations concerning the property and is not intended to be a complete or binding agreement. No binding agreements shall be created between the parties until a full and final written agreement, containing these and all other terms of the transaction, is prepared, reviewed, and approved by the parties' respective counsel, if any, and mutually executed and delivered.

Each party acknowledges that it has incurred, and will incur, costs and expenses in connection with the transaction contemplated hereby, including but not limited to the costs of investigation and assessment of the economic and other merits of the proposal, as well as legal expenses in connection with the preparation of a final and binding agreement, all of which costs are incurred at such party's sole cost and risk, and not in reliance upon any act or representations of the other party or its agent. Either party may terminate the negotiations at any time for any reason, or for no reason, without liability or obligation whatsoever.

The parties acknowledge that Broker has made no independent determination or investigation regarding the present or future use or zoning of the property, its compliance with state, local, or federal laws, availability of governmental permits or approvals, measurements of land and/or buildings, or the condition of the property, including, but not limited to its environmental, structural, mechanical and soils conditions. Broker recommends the parties consult with their own advisors with experience in these matters. Buyer/Lessee agrees to make its own investigation and determination regarding such items.

Any agreement reached pursuant to these negotiations shall be subject to all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or subject matter of this proposal, including but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Realty Property Tax Act, the Comprehensive Response Compensation and Liability Act, and Americans with Disabilities Act.

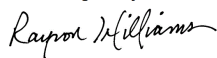
If you are interested in proceeding to the preparation of a complete and formal agreement encompassing the foregoing general terms and conditions, please execute and return a copy of this proposal to Broker.

cc: file

Read & Approved:

**Lessor:**

City of Watsonville

DocuSigned by:  
  
 A28CE2541409413

9/4/2021 | 12:15:32 PM PDT

**Lessee:**

Tiffany Ella King & Sergio Angeles, individually  
 dba: Ella's at the Airport

DocuSigned by:  
  
 6BE0236F287F4E3...

9/17/2021

DocuSigned by:  
  
 CE54CE6C2A8B421...

9/16/2021

## Real Property Disclosures

Cushman & Wakefield ("**Broker**") provides this Notice in reference to a proposed transaction by and between **City of Santa Cruz ("Lessor")** and **Tiffany Ella King & Sergio Angeles, individually dba Ella's at the Airport ("Lessee")** regarding real property identified as: **a portion of 100 Aviation Way, Watsonville, CA 95076** (the "**Property**"). This Notice applies to any transaction involving any type of real property, whether improved or unimproved. As used herein, "seller" includes, where applicable, a seller, landlord, lessor, or sublessor, and "buyer" includes, where applicable, a buyer, tenant, lessee, or subtenant.

### Hazardous Materials and Underground Storage Tanks

Comprehensive federal and state laws and regulations ("Laws") control the use, storage, handling, removal and disposal of hazardous substances ("Hazardous Materials"). The term "Hazardous Materials" includes, but is not limited to, products containing petroleum, paint, solvents, lead, cyanide, DDT, inks, acids, pesticides, ammonium, asbestos, heavy metals, PCBs and a wide variety of other products. Hazardous Materials may be present at the Property due to current or prior use, or the use of adjacent properties. Some Laws impose liability upon owners, tenants, and users for clean-up costs and damages, regardless of such party's lack of fault or involvement in the presence of such Hazardous Materials. Other Laws establish certain duties of disclosure which may apply to this transaction. For instance, a seller who has reason to believe that Hazardous Materials are present is required to disclose such knowledge to a buyer; the seller of any Property which contains any residential unit must disclose whether lead-based paint is present; and a seller or landlord must disclose reports and other information regarding the presence of asbestos in the Property to a buyer or tenant, and to contractors, employees, and others who may occupy the Property. A party who fails to make required disclosures may face substantial liability.

The Laws regulating Hazardous Materials are extensive and complex, and it is not practical to list all such Laws in this Notice; nor is Broker qualified to advise you regarding your rights, obligations or liability that may arise in connection with Hazardous Materials. Broker recommends that you consult with your advisors with respect to these issues, and investigate prior and surrounding uses which may have caused Hazardous Materials to be present at the Property.

### Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (42 USC §12101 et seq.) requires, among other things, that owners of "public accommodations" remove barriers to access by disabled persons, and provide auxiliary aids and services for hearing, vision or speech impaired persons. Any change of use or alterations of the Premises may trigger such requirements, even if existing use is in compliance with the ADA. Broker recommends that you consult with your advisors regarding the ADA and related Laws, to determine whether and how the ADA might affect you.

## Broker Disclaimer

Broker has made no independent investigation regarding the present or future use or zoning of the Property; ADA-related issues, matters relating to Hazardous Materials, or the compliance of the Property with the Occupational Safety and Health Act or any other federal, state, county or municipal Law. Broker has not investigated, and is not qualified to provide any opinion about the structural, mechanical, or soils conditions of the Property. Broker has not independently verified the size, measurements, or boundaries of the Property, and any representation thereof is made solely based upon information provided to Broker, which Broker deems reliable but does not warrant to be accurate. You should consult your advisors on these matters. Buyer agrees to make its own investigation and determination regarding all matters affecting the value, condition, utility, size, compliance with Laws, and all aspects of the Property's suitability for Buyer's intended use.

## Broker Representation

Broker has a wide variety of clients, and may represent another buyer interested in the same property as Buyer, or may represent sellers with property similar to Seller's which may be competing with Seller's. Broker may on occasion represent both the buyer and the seller in a transaction. Broker will not disclose the confidential information of one client to another client.

## Dual Agency - NONE

☐ **NOTE:** A real estate agent, either acting directly or through one or more associate licensees, can legally be agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer.

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer.
- (b) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of the parties.

A dual agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

## Natural Hazards (Sale Only)

Various state Laws require the seller and its broker to disclose the existence of certain Natural Hazards to a buyer, including whether the Property is located in an Earthquake Fault Zone, a Seismic Hazard Zone, a Special Flood Hazard Area, Area of Potential Flooding, a Fire Hazard Severity Zone, or a Wildland Fire Area. If Broker represents the Seller, Broker shall provide Buyer with a report prepared by an independent third party regarding such Natural Hazards during the due diligence period under the purchase contract.

In addition, some lenders require as a condition of obtaining financing on a property located in certain flood zones that flood insurance be carried. The National Flood Insurance Program provides such insurance at a reasonable cost. Cities or counties participating in the National Flood Insurance Program may have adopted building or zoning restrictions, or other measures affecting the Property, as part of their participation in the program. Broker has not made any independent investigation of these matters and recommends that you consult with the local governmental authorities and your advisors regarding the requirement for, availability, and cost of such insurance.

## Taxes – Sale Only

Any real estate transaction may have federal, state and local tax consequences. Internal Revenue Code §1446 (FIRPTA) requires a buyer to withhold and pay to the IRS 10% of the gross sales price within 10 days after closing, unless the buyer can establish that the seller is a "nonforeign person." The amount of tax required to be withheld may, depending on the structure of the transaction, exceed the seller's net proceeds, for which the buyer may be liable. The title company will require that seller deliver a "Non-Foreign Seller Affidavit" prior to closing, or in the alternative will withhold such proceeds and may require the buyer to pay any additional sums necessary to satisfy this requirement. In addition, California Revenue & Taxation Code §18662 requires a buyer to withhold and pay to the California Franchise Tax Board 3-1/3% of the gross sales price, subject to certain exceptions.

Broker is not qualified to provide tax or accounting advice, and has made no independent investigation as to the possible tax withholding liabilities in this transaction. Broker recommends that you consult with your advisors regarding these issues.

## Commercial Property Owner's Guide to Earthquake Safety – Sale Only

California Government Code §§8875.6 and 8893 et seq. require that the Seller (or its agent) of a precast concrete or reinforced or unreinforced masonry building with wood frame floors or roof which was built before January 1, 1975 must deliver to the Buyer a copy of "The Commercial Property Owner's Guide to Earthquake Safety" published by the California Seismic Safety Commission. Buyer acknowledges that Seller and/or Broker has disclosed whether such requirement applies to this Property, and if so, that Broker has delivered to Buyer a copy of that Guide.

## Water Heater Bracing Disclosure and Certification – Sale Only

Seller hereby certifies that all water heaters in or on the Property are braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motions as required by state and applicable local codes.

**A real estate broker is qualified to advise on real estate matters, but is not authorized to give legal or tax advice. No representation or recommendation is made by Broker or its agents or employees as to the legal sufficiency, legal effect or investment or tax consequences of this document, the purchase and sale agreement, or any transaction relating thereto since these are matters which should be discussed with your consultants and advisors.**

Read and Approved:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

#### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE REVERSE HEREOF.**

Buyer/Seller/Tenant/Landlord	DocuSigned by: <i>Raymon Williams</i> 628C52541489413...	Date: 9/4/2021   12:15:32 PM PDT
Buyer/Seller/Tenant/Landlord	DocuSigned by: <i>T. ELLA KING</i> 6BE0236F287F4E3...	DocuSigned by: <i>SEPGIO MEDINA</i> CE54CE6C2A8B421... Date: ANGELES
Cushman & Wakefield U.S., Inc. (Brokerage Firm)	9/17/2021	9/16/2021 BRE Lic. No. 018810493
By <i>Reuben Helick</i> F4341F9C05F9479...	Date: 9/4/2021   7:22:02 AM PDT	BRE Lic. No. 01171272
(Reuben Helick, Managing Director)		

**CALIFORNIA CIVIL CODE SECTIONS 2079.13-2079.24**

**2079.13.** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) or Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved



with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(o)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14.** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16.** [The language of Section 2079.16 appears on the front of this form.]

**2079.17.** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

\_\_\_\_\_ is the agent of (check one):

(Name of Listing Agent)

- ☐ the seller exclusively; or  
☐ both the buyer and seller.

\_\_\_\_\_ is the agent of (check one):

(Name of Selling Agent if not the same as the Listing Agent)

- ☐ the buyer exclusively; or  
☐ the seller exclusively; or  
☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18.** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19.** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20.** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21.** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22.** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23.** (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24.** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

**STANDARD AGENCY CONFIRMATION**  
**(per California Civil Code Section 2079.17)**

Property Address: **100 Aviation Way, Watsonville, CA 95076**

The following agency relationship(s) is/are hereby confirmed for this transaction:

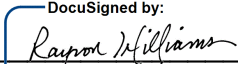
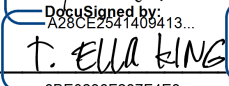
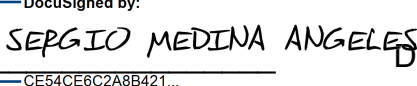
**Cushman & Wakefield U.S., Inc.** is the agent of (check one):

☒ the Lessor exclusively; or

**Legal counsel** is the representative of (check one):

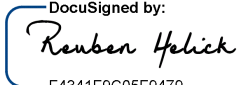
☒ the Lessee exclusively

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DOCUMENT.**

Seller/Landlord	 DocuSigned by: A28CE2541409413...	Date: 9/4/2021   12:15:32 PM PDT
Buyer/Tenant	 DocuSigned by: 6BE0236F287F4E3...	 DocuSigned by: CE54CE6C2A8B421... Date: 9/16/2021

Cushman & Wakefield U.S., Inc.  
01880493

By:

  
DocuSigned by:  
F4341F9C05F9479...  
01171272 Reuben Helick, Managing Director

BRE Lic. No.

BRE Lic. No.

Date:

9/4/2021 | 7:22:02 AM PDT



# Airport Memo

Date: 9/30/2021

To: Matt Huffaker, City Manager

Fr: Rayvon Williams, Airport Director

Subj: Proposed purchaser of Ella's at the Airport by Chielo Apac d/b/a Nancy's Airport Cafe

Cushman Wakefield's Reuben Helick has been helpful in bringing the Municipal Airport and Ella's-at-the-Airport to terms regarding lease renewal. On September 20<sup>th</sup> Reuben informed the Airport that EATA had discovered a potential purchaser for the restaurant business.

Reuben's initial review of the information provided to Ella, by Ms. Apac, noted that the airport's desire to: (a) confirm financial standing commensurate with current leasehold (P&L performance and Balance Sheet, Reasonable capital base and "Good" credit), (b) determine Experiential base (Demonstrated track record and success) and (c) obtain a cogent well-stated Business Plan.

Based on a review of the information there are a number of "Red Flags" lead the airport to pass on this offer and continue to task Reuben to shop for alternatives. **(Note: The Municipal Airport has independently been communicating with other airports for alternatives).** At a high level there are three areas that cause the airport to take a "Pass" on Ms. Apac. These are Financial, Experience and Management.

## FINANCIAL

A review of the submitted P&L by Ms. Apac is questionable on at least two fronts. First is the we find it difficult to believe a document would be submitted with the items highlighted in the attached and second a review of the metrics is questionable.

Data present is for a nine-month, two-week period (Jan 1, 2021 to Sept 14, 2021)

Adjusted sales for food for the period:	\$414,138
Approximately monthly average	\$43,560
Average Sales per day	\$1453

### Points of Concern based on P&L

1. Cost of food is about 29% which is below standard for the menu price points and the protein heavy selections. Industry ratios would estimate this to be somewhere in the 37% to 39% range. Concern: **Understating food cost.**
2. Labor cost is 21.4% of food sales but with a minimum staff and an hourly rate of \$15 the number should be closer to 40%. Concern: **Understating labor cost.**
3. Top line revenue shows an additional \$88,760 in "uncategorized" income? **From where?**
4. A bottom-line expense of \$-71,177.10 with an **"Ask my accountant." as an explanation?**

### Points of Concern based on BALANCE SHEET

1. Additional Paid in Capital of \$129,563 **followed by...**
2. A Shareholder distribution of \$96,859

Overall, reviewing a restaurant balance sheet should allow us to simultaneously verify the accuracy of a profit and loss statement while getting a more holistic view of the restaurant's financial health. With the presented data we just can't do that.



# Airport Memo

## EXPERIENCE

### Chielo D. Apac

Her resume lists several hourly and part-time management positions in the Sacramento area. The level of the positions is not commensurate with her listed qualifications.

Her dates of employment have overlaps, sometimes for years.

One of her positions was 7 years at Lido Café in Sacramento which was just fined \$160,000 for overtime violations, they immediately paid the fine. It's important to note Ms. Apac was not employed at the time of the violation.

### Chef John Pigott

John's resume shows 21 years with the Levy Restaurant Group in various southern California locations. His resume currently states he has been employed by a Los Angeles restaurant for at least a year before Nancy's Airport Café opened?

We would question his departure from that career to work in a new facility that is at least 200 miles away. Interestingly his resume also lists his address as New Milford, N.J.

## MANAGEMENT

Neither Ms. Apac nor Mr. Pigott have experience managing a full-time restaurant vs a diner or café.

Neither Ms. Apac nor Mr. Pigott have experience managing a full California ABC certificated 47 License.

Under "Management Team/Qualifications" of the submitted business plan there is not clearly defined experience base that give confidence both Apac and Pigott have communicated how their respective skill set can make EATA a continued success.

Conversation with the Willows Public Works interim Director did not result in a level of confidence that Ms. Apac could operate two restaurants that are 200 miles apart.

## SUMMARY

In summary we find that this fourth attempt to sell EATA, while a more complete package, still does not meet the best interest of the Municipal Airport. From potential purchasers who were competent, but not personally "liked", to potential purchasers who had the talent but could not come up with the funding, to potential purchasers who had the funding but had no relevant experience we have yet another potential who has questionable financial reporting and not the level of experience we think is required for the airport restaurant.

***Our recommendation is we express appreciation for the interest but at this time don't find Nancy's Airport Café a good fit. As a next step we will direct current interested parties, whom the airport has contacted, to contact EATA.***

### **Ella King & Sergio Angeles response to Airport Memo dated 11/12/21**

After the city council meeting on November 10, 2021 we now believe that our City Council and our Mayor have little to no information of what's been happening at the Watsonville Airport. We are requesting the City Council take opportunity to see the full scope of the challenge of working under Rayvon Williams and ask for them to allow Ms. Cheilo Apac the opportunity to speak to Council at the December 14<sup>th</sup> 2021 agenda.

We sold our sandwich shop in March of 2019. The broker that helped us sell it, AJ Rana, did a good job so we threw it out to him that we might be interested in selling our Airport location. We love! our restaurant and were not rushing to sell it but had our youngest child just starting kindergarten and saw it as a future goal.

In September 2020, we entered into contract to sell Ella's at the Airport with PARL, LLC. The assignee was fiscally strong, did not need SBA loan and city management spend months fulfilling all requested financial paperwork by the Airport Manager. In November, all conditions were met aside from one last condition Rayvon Williams requested - our tax returns (why would he need these?) He said he needed them to see if Ella's was a viable business – we had just gone through Covid and were still thriving. Obviously, we were concerned about his request for our tax returns. He insisted that they were needed for the assignment to take place. Rayvon then called Ella into his office and verbally (never written, mind you) said he wasn't getting a good feeling on the current assignee and offered to help us sell the restaurant for double. *Of course*, we were interested in the city feeling good about the assignment but also in Rayvon's insistence that we had undervalued our establishment. The escrow cancelled with that buyer, and we set a course for working with the City of Watsonville (we truly thought this was going to be a partnership).

Rayvon's plan was to send us to a restaurant consulting firm in Capitola. Ella attended one meeting with the consultant and quickly discovered the misalignment of our goals - They were tasked to review our books, our profit margins and our percentages. In February 2021, Rayvon called a meeting in order to follow up on the consultants work and to hear our plans. We told Rayvon that the consulting would be wasted money for the City only to find out the consulting

was not charging the city for this service. Rayvon said that he was under the impression that we were having trouble selling our restaurant. We explained to him that we have not really tried, we just didn't have a Broker currently listing it. He seemed offended that we said "thanks but no thanks" to his consulting plan and asked us point blank what our plans were with the restaurant when our lease expires in October. We asked him if we could go month to month at the end of our lease if necessary. Rayvon said "absolutely not!" and we responded with "ok we'll just continue our lease".

Before our meeting ended, Rayvon made it a point to say he was going to write a report to the City letting them know that we did not accept the City's help. We asked him to please not write that. We were open to help but reiterated we needed help recruiting, NOT crunching numbers and cost margins. He said he could not help us with that. We were concerned his report about us not wanting to work with the city would be riddled with falsities just like this current memo he wrote. We invested \$250,000.00 of our own personal money to open Ella's and have created a whole new vibe in our beloved City of Watsonville. Rayvon writing up anything negative between us and the city would be inflated and inaccurate! This is a reoccurring Rayvon reaction we have seen over the years, someone slights him and he sets his sights to get even.

Being a busy self-employed parent of a 7 year old during covid employee shortages in the restaurant industry is not an excuse, but it was what led to the next crucial step in the timeline:

We had already been feeling the cold shoulder from Rayvon, like something was up. We sent an email to reiterate our desire to exercise our lease option. Our email was sent 2 weeks after the expiration of the lease renewal date. We didn't panic because we knew we told him at the February meeting we were continuing with our lease. Two days later we got an email from Alex stating that we were late in requesting a lease renewal and now our lease had to be renegotiated. Ella immediately went to Alex and reminded her of our oral commitment. She said "I'm not sure, you'll have to talk to Rayvon". Ella went to Rayvon same day and reminded him of our oral commitment, he said "I don't remember". *At that point, Rayvon revealed his intention to add a "shared success" fee based on our*

*monthly gross sales to his lease negotiation agenda* – yet another time he is attempting to see Ella's books.

In May, Rayvon called a meeting to discuss new lease renewal terms. We sat down in his office, Alex, Rayvon and us (Ella & Sergio). It did not go well. We echoed our meeting details of the oral commitment in the February meeting. He then adamantly exclaimed that we never said anything about renewing the lease. A match between Sergio and Rayvon ensued. With Sergio saying "yes we did" and Rayvon saying "no you didn't" back and forth. Once the bickering stopped, Rayvon detailed out what the City was offering. Rayvon was *insistent* that the new lease would include us reporting our sales and paying a percentage of them. We again told him that there was no way we would agree for the city to include a concession fee based on our sales. He said "Then we are at an impasse." We have attached what he sent to us from that May meeting. Ella reached out via email to Matt Huffaker to assist with our lease negotiations as we were feeling bullied into agreeing to something that was extortive.

We repeatedly called on the City Management and our representative Lowell Hurst for help and never received assistance through this – they did not reach out to confirm all was being done responsibly.

In August, the City hired Reuben Helick from Cushman and Wakefield to help negotiate our new lease. We appreciated the experience of Reuben Helick of Cushman & Wakefield and his 40+ years of selecting qualified candidates for business leases. Mr. Helick's council to the airport manager was this "concession fee" was antiquated and ill-advised. Yet in the Letter of Intent Ella's received from the city, Rayvon Williams' continued the insistence for there to be a monthly concession fee tied to our gross sales. Mr. Helick can attest that Ella & Sergio refuted and requested revision to the concession fee AND lease assignment verbiage at every pass and were told *under no circumstances would it be amended to remove the "Object for any other grounds" passage*. Letter of Intent was signed under pressure to do so for the city to protect our personal property by offering us a lease and in turn, review the new buyer that had come forward by all parties on August 30th - not mid-September as Rayvon Williams stated.

On September 20, 2021, Mr. Helick informed the Airport that Ella and Sergio had engaged a Broker to sell EATA and had identified a purchaser who operated a

restaurant at the Willows-Glenn County Airport and he forwarded Ms. Apac's package to the city for review. (We have attached her resume and financial standing herein)

On September 27, 2021 Mr. Helick sent an email to our business broker stating:

*"...Ms. Chielo's info has already been received and reviewed by the City. So far, so good. The meeting (on Oct. 6<sup>th</sup>) is for Ms. Chielo, Rayvon Williams, and me. Generally, the purpose is to meet face to face, discuss things, answer questions the City might have, and assuming all meets with City approval, discuss the terms of the new lease directly with Ms. Chielo (using your signed LOI as the deal point guide). I will update you both after the meeting. I expect the meeting to go well."*

Then, on October 4<sup>th</sup> two days before the meeting with the assignee and with no reason given, Rayvon Williams cancelled this meeting and in turn, never gave the applicant an opportunity to meet or even answer questions on her assignment request. It was only the November 12, 2021, Memo from Rayvon Williams that our broker, ourselves or our assignee had written acknowledgement of what the city had decided.

This is the second qualified woman owned applicant that has been declined by Rayvon Williams on questionable grounds. Qualifications that were outlined on "Assignment Checklist" from city were met by this applicant and excessive and unreasonable scrutiny was applied and the sale was declined for insignificant reasoning by Airport Manager's "Sole and unfettered opinion".

The reasons cited had nothing to do with her ability to effectively maintain and manage a restaurant. Her food costs are low due to the style of her CURRENT establishment. His reasoning that she does not have a full liquor license is also moot: Ella and Sergio did NOT have a Full liquor license establishment before opening EATA. Where she lives now is moot: Ms. Apac is moving to our area, buying Ella's concept and will take over management as it currently has been proven (many successful restaurateurs would bring their own concept). Ms. Apac was never bringing Nancy's Airport Café concept to Watsonville, she is



buying our concept, keeping current staffing and maintaining the current menu and recipes.

Ms. Chielo Apac resume shows her dedication, her comprehensive experience and her financial strength. She has over 20 years at both large chain and small independent restaurants, has worked through all the positions a restaurant has, from cook, to bartender to waitstaff, to manager, then purchased her own place FIVE years ago. This is the path successful restauranteurs usually have. The fact she has also weathered Covid with a restaurant with almost \$300,000 in the bank is a testament to her qualifications.

Any reasonable landlord *without ulterior motives* would assign the lease to this qualified candidate.

Rayvon Williams' actions are consistent with him working side negotiations with other potential lessee (specifically FISH HOUSE who met with us before we were in contract with the current assignee but has not put in an offer or even requested to be Back-Up to Ms. Apac's offer – yet over this time they have been in contact with Rayvon Williams, as is mentioned in his memo). His actions are also consistent with the numerous employee terminations and voluntary resignations under his department citing his abuse of power.

### **EATA Summary**

The accounts of Mr. Williams abusive use of power over our business and infringement on our personal property rights, not to mention the multiple ongoing lawsuits brought by other airport businesses showing similar misconduct by Mr. Williams, details a clear pattern of this city employee's personal use of power and extortive measures on successful businesses. He currently has a vote of "No Confidence" going with the Pilot's Association. We have no faith in the governance of his post or that he is being trustworthy in his dealings with us. Rayvon Williams continued "unfettered discretion" surrounding our qualified assignment is derailing our sale by holding up inconsequential details to their abilities.



# CHIELO D. APAC

916-847-1544

[CHIELO.ARCE@YAHOO.COM](mailto:CHIELO.ARCE@YAHOO.COM)

*"Hospitality Industry Specialist"*

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Sales + Marketing+ Owner Mindset+ Technology +Daring Creativity = **Success**

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## *Summary*

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Over 20 years of experience in every facet of the hospitality industry. Excelled in all positions: from Waiter, Bartender, Manager, Director and now current Owner of successful general aviation airport location since 2015. Oversee the daily business operations, financial oversight, and marketing. Proven team leader with excellent staff, and management skills. Use real-world methods to the problem-solving and tenured experience to meet the myriad of challenges in this fast paced, high turnover industry.

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## *Experience*

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- Managed successful restaurants in California which led to ownership
- Proven team-forming and motivational skills have delivered unmatched loyalty and less turnover rate
- Consistently develop cost-cutting and profit building initiatives.
- Skilled at simultaneously supervising several locations. Worked 12+ hours. Managed Nancy's Airport Café, Lido Café and Waffle Square. Use life-long interest in technology to enhance every business opportunity and activity from marketing, to inventory control, to menu preparation, to catering scheduling, etc.

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## *Summary of qualifications*

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- Appraise staff performance and provide feedback to improve productivity
- Deliver superior service and maximize customer satisfaction
- Ensure compliance with sanitation and safety regulations
- Control operational costs and identify measures to cut waste
- Create detailed reports on weekly, monthly and annual revenues and expenses
- Recommend ways to reach a broader audience (e.g., discounts and social media ads)
- Train new and current employees on proper customer services practices
- Implements practices and protocols that will maintain future business operations.

- Strong leadership, motivational and people skills
- Acute financial management and people skills
- Management position - contributed to a 5% sales increase each quarter by communicating product benefits and providing excellent service.

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## *Education*

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WESTERN MINDANAO STATE UNIVERSITY, PHILIPPINES

CAGAYAN UNIVERSITY, PHILIPPINES

1994-1999 Bachelor of Science major in Computer Education Graduate

### **NANCY'S AIRPORT CAFÉ, WILLOWS CA**

2015-CURRENT

OWNER

530-934-7211

### **WAFFLE SQUARE, ROSEVILLE**

- Manager
- Server
- Cook

September 2006-2015

Tony Jundi: 916 773-6676; 916 532-0154

### **LIDO CAFÉ, FAIROAKS**

- Manager
- Bartender
- Server
- Cook

March 2001-2007

Shawna Arce: 916 944-8243

### **McClellan Steakhouse, McClellan Park, Ca**

The Officer's Club

- Server
- Bartender

2002-2005

General: 916-640-0809

### **Chevys on the River**

2006-2008

- Server

General: 916-649-0390

### **Capitol Casino Restaurant & Bar**

2008-2014

- Team leader
- Server
- Bartender

### **Realty World-Westcamp Realty**

5777 Madison Avenue

2001-2005

Real Estate Agent/Residential Appraisal

Clyde Simmons: 916-348-6000

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# JOHN PIGOTT

203 Reichelt Road, New Milford, New Jersey H: (347) 742-1497 | Jyone32@hotmail.com

## SUMMARY

Motivated seasoned Chef with over 30 years of experience in the restaurant industry .  
My range is from small independently owned restaurants to high volume corporate flagship restaurants .

## INTERESTS

- Traveling
- Learning different cultures and languages
- Learning global culinary trends
- exercising

## EXPERIENCE

- |                           |  |
|---------------------------|--|
| <b>04/2014 to Current</b> | <b>Executive Sous Chef</b><br><b>Maggiano's Little Italy</b> — Los Angeles, CA <ul style="list-style-type: none"><li>• Responsible for all kitchen operations of \$9 million in sales.</li><li>• Responsible for food production for \$2 million dollars in banquet revenue</li><li>• Ensure consistency with product execution and service.</li><li>• All BOH staff scheduling utilizing hot schedules and labor matrix to ensure meeting labor budgets</li><li>• Manage staff of 40 team mates to ensure proper sanitation/safety procedures and corporate guidelines.</li></ul> |
| <b>01/2012 to 01/2014</b> | <b>Executive Kitchen Manager</b><br><b>Present Bjs Restaurants / Brew house</b> — Downey, CA <ul style="list-style-type: none"><li>• Responsible for all kitchen operations of \$8.5million sales restaurant.</li><li>• Ensure consistency with product execution and service.</li><li>• Manage staff to ensure proper sanitation/safety procedures and corporate guidelines.</li></ul>  |
| <b>01/2011 to 01/2012</b> | <b>Executive Chef</b><br><b>Landry's Restaurants / Charthouse</b> — Malibu, CA <ul style="list-style-type: none"><li>• Responsible for all kitchen operations of \$4million sales restaurant.</li><li>• Ensure consistency with product execution and service.</li><li>• Manage staff to ensure proper sanitation/safety procedures and corporate guidelines.</li></ul>  |
| <b>01/2003 to 01/2011</b> | <b>Executive Chef</b><br><b>Levy Restaurants @ American Girl</b> — New York, NY <ul style="list-style-type: none"><li>• Chef for restaurant serving Continental cuisine, producing \$5 million in revenues.</li><li>• Hiring, training, and directing two sous-chefs, purchaser, and over 20 cooks.</li><li>• Planning menus, assuring quality control, and minimizing waste.</li><li>• LA unit covers of 400-500 daily and NY unit covers of 1,100+ daily.</li></ul>  |

- Consistently meeting or remaining under budget on all controllable expenses.

**01/2002 to 01/2003**

**Executive Chef**

**Johnny Macks** — Brooklyn, NY

- Managed 10 cooks/chefs and all back house operations.
- Performed purchasing function and created inventory control.
- Developed menus based on seasonal ingredients and customer trends.

**01/2000 to 01/2002**

**Executive Chef**

**Magnolia Restaurant** — Brooklyn, NY

- Managed 15 people and oversaw production for this \$1 million upscale restaurant.
- Performed purchasing function and created inventory control.
- Developed menus based on seasonal ingredients and customer trends.

**01/1998 to 01/2000**

**Circles Post Bistro** — Brooklyn, NY

- Chef.
- Spearheaded and launched a brunch program that added \$110K to bottom line.
- Purchasing/inventory and designed daily specials based on seasonal ingredients.

**01/1994 to 01/1998**

**Executive Chef**

**Patrick's** — Ringwood, NJ

**LANGUAGES**

English, Spanish and German

**EDUCATION AND TRAINING**

**1987**

**High School Diploma:** History

**John Jay High School** — Brooklyn, New York

**ACTIVITIES AND HONORS**

**AWARDS / RECOGNITION:**

Zagat Guide rating of 19 at Magnolia Restaurant

Article on dessert on Sunday Daily News Food Section while at Magnolia Restaurant

Segment on Tony's Table on CBS of Magnolia Restaurant





## PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street  
Willows, CA 95988

Airports  
Engineering  
Flood Control  
Roads & Bridges  
Solid Waste  
Surveyor  
Transit

September 15, 2021

RE: Willows Airport LL5 - Nancy's Airport Café - Chielo Arce

To Whom This May Concern,

This letter is to verify that the tenant listed above entered into a lease of real property with the County of Glenn on November 17, 2015, and has occupied the leased property since that time.

If you have any questions please contact me by phone at 530-934-6530 or by email at [airports@countyofglenn.net](mailto:airports@countyofglenn.net).

Sincerely,

Talia Richardson  
Interim Public Works Director

----- Forwarded Message -----

**From:** Keith Simpson <keith@restaurantrealty.com>

**To:** "rayvon.williams@cityofwatsonville.org" <rayvon.williams@cityofwatsonville.org>

**Cc:** Ella Seller Ella's At The Airport <ellakingthe@yahoo.com>; Sergio Angeles Seller Ella's At The Airport - Watsonville <sergio@primehl.com>; "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>; Matt Huffaker (matt.huffaker@cityofwatsonville.org) <matt.huffaker@cityofwatsonville.org>; "tamara.vides@cityofwatsonville.org" <tamara.vides@cityofwatsonville.org>; "alan.smith@cityofwatsonville.org" <alan.smith@cityofwatsonville.org>; Alexandra Aguado <alexandra.aguado@cityofwatsonville.org>; Reuben Helick/USA <reuben.helick@cushwake.com>

**Sent:** Sunday, November 14, 2021, 12:29:06 PM PST

**Subject:** Ella's at the Airport Restaurant

Rayvon,

It was interesting to read your summary comments in the latest chapter debacle in the search for a viable tenant to take Ella King's place as the owner/operator of the Airport restaurant business.

This really isn't rocket science and therefore shouldn't be treated as if you were interviewing astronauts for SpaceX, this is simply Food on a plate and Drink in a glass.

The over complicated scrutiny of this interested party is unbelievable and verging on discrimination.

- *"Her resume lists several hourly and part-time management positions in the Sacramento area. The level of the positions is not commensurate with her listed qualifications."*

- *"Her dates of employment have overlaps, sometimes for years."*

- *"One of her positions was 7 years at Lido Café in Sacramento which was just fined \$160,000 for overtime violations, they immediately paid the fine. It's important to note Ms. Apac was not employed at the time of the violation."*

None of the three remarks above made by you are relevant especially when you factor that you have never given Chielo Apac the time to either explain herself in a meeting appointment or as it seems in the way you have dismissed her tenant application, **defend herself!**

With regard to your comments on Chielo's food and labor cost P&L, it shows what little understanding you have of the restaurant business. You do not know enough about her restaurant operation to make such sweeping general statements regarding a business you clearly know so little.

I owned three of my own restaurants and have been selling restaurants as a broker since 2006. I have reviewed financial statements which could show as little as an 18% food cost and as high as 45% with labor again from 19% to



50%. You may not know but some of the most profitable restaurants in \$'s in the United States have a food cost in excess of 40% but equally more profitable by % have a food cost less than 20%.

As for Chef John Pigott, he is irrelevant in this application as he would be an employee of Chielo's and has no financial interest or responsibility in her Corporation, Chielo merely wants to employ John in her kitchen as part of the team at EATA.

In summary, Chielo Apac is a perfectly qualified buyer and a worthy new tenant to take over the helm, who has already proved her tenacity and resilience in remaining on board throughout all the back and forth in the hope that you will grant her the courtesy of a meeting so that she may convince you all of her ability and professionalism to operate and grow the EATA business for many years to come.

Sincerely,

Keith Simpson

Listing Transaction Agent  
Restaurant Realty Company  
Cell: 530-545-2451  
Fax: 916-290-0716  
Email: [keith@restaurantrealty.com](mailto:keith@restaurantrealty.com)  
Website: [www.RestaurantRealty.com](http://www.RestaurantRealty.com)  
CalBRE #01791868

***See my current Restaurants Listings***

<https://www.restaurantrealty.com/agent/keith-simpson/>

**Check out our NEW [RRC Video](#):**

<https://youtu.be/4vclrk-v6JA>

Sr Client Development Manager-Back of House Accounting; [ibranh.com](http://ibranh.com)  
[keith@ibranh.com](mailto:keith@ibranh.com)

Restaurant Consulting; <http://therestauranttutor.com>

**Host of the Food Network TV series "[Buy this Restaurant](#)"**

[www.foodnetwork.com/search/buy-this-restaurant-](http://www.foodnetwork.com/search/buy-this-restaurant-)

**California's Largest Restaurant Brokerage  
*Specializing in Sales, Acquisitions & Leasing of  
Restaurants, Bars, Clubs & Related Commercial Buildings***

Celebrating our 25th year, Restaurant Realty Company has a successful track record completing transactions helping over 2,800 clients, selling/leasing over 1,400 restaurant, bar and/or nightclub businesses and nearly 50 related commercial buildings totaling over 2.8Million square feet of commercial space leases and completing over 4,500 valuations.

The majority of our staff have either owned and/or managed restaurants. Our deep experience as operators means we understand your business from the inside out.

160+ Deals Done During Covid.

**Rayvon Williams**  
Watsonville, California  
(831) 768 3575  
rayvon.williams@cityofwatsonville.org

**Airport Management/Business Development**

Results-producing Airport general manager; Business development and customer relationship professional; Versatile leader with ability to define, develop and implement strategic objectives. Demonstrated success to execute against aggressive objectives.

- Seasoned management professional; experience spans aviation and technology environs
- Demonstrated GM and P&L success within airport management & corporate environments
- Builder organizations, support infrastructure and customer care teams
- Strong mentor; coaching teams/individual contributors to exceptional performance

**PROFESSIONAL EXPERIENCE**

City of Watsonville, California

**Airport Director, Watsonville Municipal Airport** 2011 to present

Planning, directing and development of Municipal Airport; a Division of City's Public Works

- General manager of \$3.8 million operational budget and Federal and State ACIPs
- Manages operation, real estate, financial management & project development

Consera, San Jose, California

**Vice President Sales, Consulting Services** 2010 to 2011

Business development and executive team; Defining/leading sales of management consulting start-up

- Responsible for development and execution of a sales strategy to meet revenue targets
- Defined and implemented new account prospecting and development process

Hewlett Packard, Cupertino, California

**Director Sales Operations, Infrastructure Software** 2006 to 2010

Responsible for operations, enablement strategies and business development for Infrastructure Software:

- Led cross functional sales enablement team; Implemented virtualization sales program
- Implemented salesforce resource consolidation program; reducing field selling cost by 20%;

**Director NonStop Field Sales/Services Support** 2003 to 2005

Directed twenty-person team responsible for product specific sales & support of enterprise server

- Led global team to exceed \$100M+ annual revenue goal
- Met and exceeded platform and services revenue targets eight out of 11 quarters

Compaq Computer, Cupertino, California

**Vice President, NonStop Americas Sales/Product Marketing** 1997 to 2002

Managed country level P&L; delivered revenue streams in enterprise space, Directed global sales team.

- Managed Americas NonStop platform sales two consecutive years of revenue growth
- Led multi-disciplined sales teams during Compaq/Tandem/Digital mergers

Tandem Computer, Cupertino, California

**Director, Investor Relations (prior to Compaq merger)** 1995 to 1997

Led Corporation's investor relations group; providing guidance to institutional and retail investors

- Represented corporation to Wall Street analysts and the New York Stock Exchange
- Set performance expectations with Analysts to earn three "BUY" recommendations

(831) 768 3575

rayvon.williams@cityofwatsonville.org

**Rayvon Williams**  
Watsonville, California  
(831) 768 3575  
rayvon.williams@cityofwatsonville.org

**Airport Management/Business Development**

Tandem Computer, Cupertino, California

**Sales Operations Manager, Alliance Group** 1994 to 1995

Led national sales operations group within ISV partnering organization

- Key industry experience in financial services and payment processing
- Exceeded partner product revenue goals, over \$55M; developed operational budgets

**Account Executive, Western Region** 1991 to 1994

Sold over \$12 million server/storage products and services in financial services and media industry

- Sold first Tandem-based client server West Coast commercial account
- Revived multiple critical accounts to satisfied, revenue producing states

**Executive Assistant to Vice President, U.S. Sales** 1989 to 1991

Served as executive assistant to US Sales Executive management

- Supporting Corporate Sales Executive and Operations Team
- Developed and implemented 1990-1991 Sales Compensation Plan

**International Banking Marketing Manager** 1987 to 1989

Defined and developed fault tolerant server/storage product strategies, services and media industry

- Sales support for Tandem client server financial and commercial accounts
- Developed product specific application to database interface (WISE)

International Banking Information Systems, Inc. ,Lyndhurst, New Jersey

**Wholesale Banking Sales Support** 1984 to 1986

Supporting global sales executives and associated activities

- Served as subject matter expert for wholesale banking products
- Developed training and sales support methodologies for sales teams

Irving Trust Bank, New York, New York

**Exchange Bought and Sold, FOREX Operations Manager** 1982 to 1983

Led Corporate Banking Division's foreign exchange operations

- Processed and support of Trading desk operations
- Maintained "Nostro/Vostro" accounting for interbank operations

United States Marine Corps

**Military Occupational Specialty – 0302 Infantry Officer** 1978 to 1982

- USMC, 3<sup>rd</sup> Battalion 4<sup>th</sup> Marines, Rifle Platoon Commander, 2nd Lieutenant
- USMC, Parris Island, Recruit Training Depot Training XO and CO, 1st Lieutenant

**EDUCATION**

- MS, Aerospace Safety/Systems Management, Embry-Riddle University, Daytona Beach (2005)
- MA, Business Administration, Webster University, Saint Louis (1982)
- BA, Communications, University of North Carolina, Chapel Hill (1978)

(831) 768 3575

rayvon.williams@cityofwatsonville.org

**Rayvon Williams**  
Watsonville, California  
(831) 768 3575  
[rayvon.williams@cityofwatsonville.org](mailto:rayvon.williams@cityofwatsonville.org)

**Airport Management/Business Development**

#### **PROFESSIONAL DEVELOPMENT**

- Southwest Chapter American Association of Airport Executives, Certified Airport Executive (C.A.E.)
- American Association of Airport Executives, Certified Member (C.M.)
- Tufts University Executive Strategic Marketing Program
- Embry Riddle University Systems Management Executive Program
- FAA Certified Commercial Pilot and Flight Instructor
- FAA Safety Team Lead Representative San Jose Office

#### **HONORS AND AWARDS**

- FAA Safety Representative of the Year 2010
- Pajaro Community Health Trust Humanitarian of the year 2009
- Master Certified Flight Instructor, National Association of Flight Instructors 2005-2009
- Hewlett Packard Enterprise Servers & Networking 2007, 2008 Top performer Award
- Compaq Computer North America Region sales awards 1998, 1999 and 2000
- Tandem Computers First Cabin Sales Awards, 1991, 1992, 1993 and 1994

(831) 768 3575

[rayvon.williams@cityofwatsonville.org](mailto:rayvon.williams@cityofwatsonville.org)

(831) 768 3575

[rayvon.williams@cityofwatsonville.org](mailto:rayvon.williams@cityofwatsonville.org)



**ELLA'S AT THE AIRPORT, L.L.C.**

**DBA,**

**ELLA'S AT THE AIRPORT**

**CONFIDENTIAL BUSINESS PLAN**

4140 INNOVATOR DRIVE, 4101

SACRAMENTO, CA 95834

916-847-1544

[chielo.arce@yahoo.com](mailto:chielo.arce@yahoo.com)

## **Letter of Intent**

Ella's at the Airport is an existing business at Watsonville Municipal Airport. Ella's has built a reputation for great food and service in a relaxed atmosphere all while being responsible stewards of the community and utilizing fresh, local ingredients. This concept has proven successful and now is for sale by the founding owners.

As new owners, Ella's at the Airport, L.L.C. will continue to operate as Ella's at the Airport. Ella's at the Airport believes in a seamless transition to ensure minimal impact to the customer base and its employees. Our primary goal is providing a unique destination restaurant for the local community and the regional pilots and aviation professionals to enjoy. Service, guest relations, local business support and customer retention will be our job 1.

As new partners with the City of Watsonville and the Airport Authority, we will work closely with these entities to coordinate promotions and marketing to drive the growth of visiting aviators, flying clubs and local area residents. We intend to offer discounts for locals, aviation professionals and airport employees.

We wish to continue the goodwill and reputation that Ella's has begun and improve and nurture it. We want to know everyone on a first name basis and treat everyone like a family.

### **Ella's at the Airport Concept**

"Fresh food served with originality and good taste in an atmosphere that gives tribute to our home, Watsonville.

Those words have driven Ella's to be just that. A unique destination restaurant that has something to everyone. With dining room or patio seating, guests can relax and soak in the ambience provided by the notion of "flight" and the freedom of our wide-open space and coastal climate. Guests are also welcome to enjoy the bar and lounge with weekly entertainment.

Ella's operates lunch and dinner service six days per week and brunch on the weekends. A full bar mixing craft cocktails, pouring regional and local wines and drawing craft beer is also available. The lounge features its own menu with appetizers, popular items and wood fired pizzas.

Our ingredients and flare need to be a leading testimonial to the wonderment of our coastal community. The menu prides itself on far to fork options, local produce and meat with several vegan organic selections.

A step into the Watsonville airport and a gaze upon the doors of Ella's will capture your imagination and provide you with experience you won't soon forget.

### **Menu's, Bar & Dining Room Concept**

Ella's is more than just a restaurant and has a menu of each different type of dining; lunch, brunch and dinner. There is also a bar/lounge menu that features thin crust, wood fired pizzas. All items are available for takeout.

The lunch menu focuses on sandwiches, salads and soups plus additional specials. The dinner menu highlights local and regional favorite and seasonal specials.

Brunch menu, available on weekends, features classic egg dishes, chicken and waffles, organic salads, fresh squeezed juices and of course Mimosa's, Bloody Mary's and Ramon Fizzes.

Ella's dinner menu includes the organic salad and wood fired pizzas and adds several pasta selections, steak and seafood. Unique pairings of local flavors with home grown proteins make for memorable experiences.

There are additional menus for cocktails, desserts and happy hour. Regardless of the menu you choose or the time you visit the restaurant, all menus are reasonably price and leave guests the

option of spending a little on a wood fired pizza and salad perhaps or shooting the works and having a surf and turf dinner with a bottle of wine and dessert.

### **Catering and Meal Delivery**

Ella's currently promotes off site catering and allows to go orders for all menu items. These are the areas that have room for expansion. The availability for provisioning fly in guests with satisfying inflight meals and accompaniments presents new possibilities to attract new visitors to the area. Additionally, delivered lunch service to airport businesses, fly in golf/lunch promotions, fly in/stay promotions with welcome baskets and school lunch days are all areas of consideration for expanded value to the airport and the local community.

### **Entertainment**

Ella's has many existing promotions to drive business to the restaurant. Flat screen tv's in the lounge for sporting events, jazz bands on Sundays, wine tastings events as well as special menus for holidays all promote repeat business and offer each patron their own individual reason for making Ella's a weekly destination.

### **Décor and Atmosphere**

The bar at Ella's has an aviation theme. Flat screen televisions make it easy to watch a sporting event while having cocktails and appetizers or perhaps a hamburger and fries.

By day, the bartender will handle the bar area and lounge and be the main server for any kitchen items. As business warrants, a cocktail server is added to the lounge if needed throughout always during the dinner hours, so guests are welcomed and served promptly.

The dining room is slightly more formal with a focus on nature and earthy delights. Tables are covered with white cloths, natural kraft papers and placemats and cloth napkins. Natural wood and brass accents are the hallmark of the restaurant's ambience. Local artists are on display and rotated periodically. Table lighting will be used to add that experience and offer that intimate touch.

The outdoor patio is intended to have a garden feel and surrounded by potted plants. Shade can be made available with the use of current runners or the addition of new tables and umbrellas. Patio lighting is used to accent the garden décor and complete the feel of being a winery or chateau.



### **Management Team/Qualifications**

As the new owner and stated previously we will utilize the current staff and management to implement the seamless transition. The restaurant has been run semi-absentee recently though our plan is to be hands on in all aspects of the operation. The addition to the management team in place are as follows:

#### **Chielo D. Apac**

Foodservice industry expert with over twenty years' experience in the hospitality and food service industries. Chielo's foodservice resume are attached to these documents.

Growing up in a large family and traveling nationwide made me a foodie at the young age. Dining is a frequent past time for me, whether it be professionally or personally. I am constantly analyzing service and consider myself a professional entertainer. The dining the ultimate way to seal a relationship and build friendship and trust. I used this old school values in my management approach as well. I want every guest to be comfortable and fulfilled and I want to interact with our guests to constantly assess our efforts and improve where possible.

Having a background in foodservice, I have managed people and business operation effectively and have always looked to as a key leader in whatever capacities I have held. For Ella's at the Airport, I will have an open-door policy encourage advancement and growth and ensure that our operation runs as smoothly and effectively as possible.

My day to today role at Ella's will be to manage the managers and provide strength and leadership to our fiduciary responsibilities. Facility and labor management as well as strong cost controls will be my priority to ensure that continued success of Ella's and our commitment to the Watsonville community.

### **Management Team/Qualifications**

#### **Chielo, Chef John, Current Manager**

Chielo and Current Manager will handle the restaurants social media and marketing needs, attend local functions and contact community organizations that Ella's has supported in the past.

Chef John (resume attached) is the executive chef and manages the back of the house operation. Again, part of a seamless transition. We want the public to see us shine and welcome us as new business partners while we continue to provide the support, to which they are accustomed.

As catering is an area of opportunity, Chielo and Chef John will will work with our team to fine tune our offering and coordinate all the event at the restaurant. They will also be active with our local farmers and growers to enhance our utilization of the best fruits, vegetables and proteins available in Watsonville, Santa Cruz and Monterey Counties.

### **Marketing Plan**

Continue to work closely with the airport authority to coordinate our activity with planned events. This includes full representation at the Strawberry Festival, Air Show, Santa Cruz County Fair, etc. We desire to be the premier sponsor of the pilots VIP Tent at the annual Watsonville Fly In.

Social media marketing will be utilized and enhanced. An outside professional marketing service will be used to fine tune content and frequency of posts while improving google search results. Yelp and other reputation sites to be monitored closely for any negative reviews and reputation management strategies will be deployed.

Offer discounts to employees of the airport.

Offer discounts to AOPA Members (Aircraft Owners and Pilots Association).

Advertise on private pilot web sites like flytolunch.com, pilotsofamerica.com, funplacestofly.com, cessnaflyer.org

Strong radio and printed media advertising budget focused on increasing local traffic and expanding our reach into the surrounding areas. We will also benefit from “passersby” that can hear our radio ads when in the covered area.

Freeway billboard signage with ‘exit here” message to guide patrons to the airport.

Post glossy posters at flying clubs throughout Northern and Southern California,

Work with groups like chardonnay and resorts2Me to create package fly in promotions for guests to enjoy the ease of flying to Watsonville airport and being transferred to a resort hotel or outside excursion with ease.

Weekend Jazz Entertainment

Happy Hour Specials

Wine Thursdays

Special Holiday Menu's

### **Charitable Events**

Ella's will continue to be involved with community events such as Loaves and Fishes, Wine and Roses, Hospice of Santa Cruz, CASA, Grazing on the Greens and more as opportunities present themselves and make sense for the community.

Proposed Site Improvements:

None currently. As new owners, we reserve the right to ensure the facility is in good working order and free of any safety concerns for the safety of our staff and guests and to comply with the highest standards of our lease agreement.

### **Hours, Staffing and Menu's**

Ella's at the Airport Hours:

11:00-8:00 Tues-Sunday

(Serving brunch on weekends till 3:00pm)

Resting on Mondays

As taken from the current website, the above highlights current and proposed business hours. No plan changes at this time.

All current staff are welcome to stay under the new management team, turnover and the need for new employees is planned. Fortunately, with my unique knowledge of local food service operator and distribution community, there are several resources to utilize to find, train and keep the best people in the market. Whether seasoned or brand-new, on-going training and support will be provided in several areas. Menu knowledge of ingredients and preparation methods are mandatory skills. All employees are required to complete and maintain the food handler certificate issued by the State of California.

**From:** glynnf@aol.com,

**To:** jimmy.dutra@cityofwatsonville.org, cityclerk@cityofwatsonville.org,

**Cc:** ellakingthe@yahoo.com,

**Subject:** Ella's at the Airport

**Date:** Wed, Nov 17, 2021 9:10 am

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Jimmy,

Ella King would like to get her Lease, and the proposed assignment of it to Ms. Chielo Apac, before the council at the December 14 meeting. Ms. Apac will be present to state her case and to answer any questions or concerns members may have. Expert and citizen rebuttals to Mr. William's report will be forwarded to the City in time to be timely placed in the agenda packet.

Can you assist us in getting this matter on the next council agenda? This will easily resolve and solve any issues without the need for future legal action. She just wants a fair hearing before the City Council before signing the new Lease.

Thank you, Mr. Mayor.

Sincerely,

Glynn Falcon

Attorney for Ella King

650-400-1523

Please reply by email in order to save time.

PO Box 2470

Aptos, CA 95001

Sent from my iPad



City Council &lt;citycouncil@cityofwatsonville.org&gt;

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**Re: Comments to, and Comment Card, pertaining to EATA Appeal Hearing January 25, 2022**

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Glynn Falcon &lt;glynn.falcon@falconlawoffice.com&gt;

Mon, Jan 24, 2022 at 8:04 AM

To: "Messinger, Robert F." &lt;RMessinger@bwslaw.com&gt;, "citycouncil@cityofwatsonville.org" &lt;citycouncil@cityofwatsonville.org&gt;

Cc: "Zutler, Samantha W." &lt;SZutler@bwslaw.com&gt;

Counsel, Council, and Staff:

Please provide me with the report from Keith Holtaway today so I can prepare for the Tuesday council meeting.

I also need to know the total amount of money the City and/or its Airport Enterprise Fund expended on its attorney fees, experts, and costs in defense of Mr. Williams in the MBA vs. Watsonville case 19CV03692. We reasonably estimate that the combined amount is over \$750,000 in City's own fees and costs and with the award to MBA! In the business world, when a manager makes that big of a mistake in judgment, he or she would be dismissed. So, this goes directly to the question of whether Mr. Williams' judgment as a manager is clouded, lacking, and/or misguided. We know that over \$309,000 was recently awarded and paid to Monterey Bay Aviation for its fees and costs due to Mr. Williams' unlawful barricading of MBA's access ramp. Those Airport Enterprise Funds would have been better used for new hangars and for matching funds for FAA Airport Improvement Grants, but alas, they were squandered by the vindictive "decision" of the Airport Director to barricade the access ramp without any legal grounds. It appears he is doing the same thing here. His employment history is as a computer company **sales** manager, and his resume shows absolutely no experience in the ownership and operation of a restaurant. Yet, he professes to claim Chielo is unqualified, wherein the truth is, he is unqualified. Please don't waste more City and airport enterprise funds litigating another unjustified and unqualified decision by the Airport Director.

Has the City investigated and interviewed Airport Staff as to whether Mr. Williams has ever referred to Ms. King in slurred and misogynic terms? What was learned?

Will the City Manager (the person to whom the Airport Director reports) be recommending approval of Chielo? and overruling Williams?

Obviously, if approval is forthcoming, then there is no need for the Appeal Hearing. Ella will also conditionally (conditioned upon Council final approval of Chielo) dismiss her governmental claim currently pending due to William's conduct dating back to December 2020, and she will not need to file a governmental claim for William's declination of Chielo. In other words, no more litigation, and life goes on without any interruptions. The restaurant, its staff, its menu and service, and its rent payments to the airport continue without any interruption or break in cash flow.

Please respond ASAP.

Meanwhile, I request that this email be included in the "Comment Cards" to be received by the City Council.

Sincerely,

Glynn Falcon  
Attorney for EATA



Glynn P. Falcon, Attorney at Law  
Law Office of Glynn Falcon  
900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Temporary Mail To: PO Box 2470, Aptos, CA 95001  
Phone: 650-400-1523  
Glynn.Falcon@FalconLawOffice.com

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**From:** Messenger, Robert F. <RMessenger@bwsllaw.com>  
**Sent:** Wednesday, January 19, 2022 6:07 PM  
**To:** Glynn Falcon <glynn.falcon@falconlawoffice.com>  
**Cc:** Zutler, Samantha W. <SZutler@bwsllaw.com>  
**Subject:** EATA Appeal Hearing January 25, 2022

Mr. Falcon:

The structure of the appeal hearing process that the City Council will be conducting is as follows:

- |   |                       |
|---|-----------------------|
| 1. Presentation by City Staff:              | 15 minutes            |
| 2. Questions of City Staff by City Council: | Council discretion    |
| 3. Presentation by Appellant:               | 15 minutes            |
| 4. Questions of Appellant by City Council:  | Council discretion    |
| 5. Public Comment pursuant to Brown Act:    | 2 minutes per speaker |
| 6. City Council deliberation and decision:  | Council discretion    |

The Appellant may have one or more persons provide testimony during the Appellant's allotted time.  
All testimony must be directed to the Mayor and City Council.  
Witness examination and cross-examination are disallowed.

Please identify prior to the appeal hearing who will be providing testimony during the Appellant's allotted time to facilitate their inclusion by the City Clerk as an appeal hearing participant in the Zoom virtual hearing room.

Thank you for your attention.

**Robert F. Messenger | Partner**  
1851 East First Street, Suite 1550 | Santa Ana, CA 92705-4067  
d - 949.265.3413 | t - 949.863.3363 | f - 949.863.3350

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