

City of Capitola Agenda

Mayor: Ed Bottorff
Vice Mayor: Stephanie Harlan
Council Members: Jacques Bertrand
Dennis Norton
Michael Termini
Treasurer: Christine McBroom



CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, JULY 28, 2016

7:00 PM

**CITY COUNCIL CHAMBERS
420 CAPITOLA AVENUE, CAPITOLA, CA 95010**

CLOSED SESSION - 6:00 PM CITY MANAGER'S OFFICE

An announcement regarding the items to be discussed in Closed Session will be made in the City Hall Council Chambers prior to the Closed Session. Members of the public may, at this time, address the City Council on closed session items only. There will be a report of any final decisions in City Council Chambers during the Open Session Meeting.

CONFERENCE WITH LABOR NEGOTIATOR [Govt. Code §54957.6]

Negotiator: Jamie Goldstein, City Manager

Employee Organizations:

1. Association of Capitola Employees
2. Capitola Police Captains
3. Capitola Police Officers Association
4. Confidential Employees
5. Mid-Management Group
6. Department Heads

CONFERENCE WITH REAL PROPERTY NEGOTIATOR [Govt. Code §54956.8]

Property: 2091 Wharf Road, APN 034-241-05, Capitola, CA

City Negotiator: Jamie Goldstein, City Manager

Negotiating Parties: Joseph K. and Debbie A. Genge

Under Negotiation: Terms for potential purchase of property by City

LIABILITY CLAIM [Govt. Code §54956.95]

Claimant: Chad Geraci

Agency claimed against: City of Capitola

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
July 28, 2016

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7:00 PM

All correspondences received prior to 5:00 p.m. on the Wednesday preceding a Council Meeting will be distributed to Councilmembers to review prior to the meeting. Information submitted after 5 p.m. on that Wednesday may not have time to reach Councilmembers, nor be read by them prior to consideration of an item.

All matters listed on the Regular Meeting of the Capitola City Council Agenda shall be considered as Public Hearings.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council Members Dennis Norton, Stephanie Harlan, Jacques Bertrand, Michael Termini and Mayor Ed Bottorff

2. PRESENTATIONS

A. Introduction of Susan Nemitz, Santa Cruz Public Library Director

B. Presentation Regarding the Human Care Alliance

3. REPORT ON CLOSED SESSION

4. ADDITIONAL MATERIALS

Additional information submitted to the City after distribution of the agenda packet.

5. ADDITIONS AND DELETIONS TO AGENDA

6. PUBLIC COMMENTS

Oral Communications allows time for members of the Public to address the City Council on any item not on the Agenda. Presentations will be limited to three minutes per speaker. Individuals may not speak more than once during Oral Communications. All speakers must address the entire legislative body and will not be permitted to engage in dialogue. All speakers are requested to print their name on the sign-in sheet located at the podium so that their name may be accurately recorded in the minutes. A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.

7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

City Council Members/City Treasurer/Staff may comment on matters of a general nature or identify issues for staff response or future council consideration.

8. CONSENT CALENDAR

All items listed in the "Consent Calendar" will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Council votes on the action unless members of the public or the City Council request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Government.

Note that all Ordinances which appear on the public agenda shall be determined to have been read by title and further reading waived.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA

July 28, 2016

- A. Consider the May 18, 2016, and June 16, 2016, City Council/Successor Agency Budget Study Session Minutes; and the June 23, 2016, Regular City Council Minutes
RECOMMENDED ACTION: Approve Minutes.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of July 21, 2016
RECOMMENDED ACTION: Receive Minutes.
- C. Approval of City Check Registers dated June 3, June 10, June 17 and June 24, 2016
RECOMMENDED ACTION: Approve Check Register Reports.
- D. Deny Liability Claim of Chad Geraci for an Undetermined Amount
RECOMMENDED ACTION: Deny liability claim.
- E. Authorize the City to Surplus Two City Vehicles and One Motorcycle
RECOMMENDED ACTION: Approve the following:
1. Authorize the Public Works Department to surplus the following vehicles:
 - Marked police vehicle, fleet number 082 (2008 Ford Crown Victoria VIN# 2FAFP71V48X139317), that is scheduled to come off line this fiscal year; and
 - GEM Electric Vehicle (VIN# 5ASAK27412F023950 License # B35240) which is no longer operational.
 2. Authorize sale of the 2002 Suzuki 400 motorcycle (VIN# J515K43A300101985) to the University of California Santa Cruz, Police Department in the amount of \$2,000.00.
- F. Approval of the Rosedale Paving Project Notice of Completion
RECOMMENDED ACTION: Approve and accept the Rosedale Area Paving Project as constructed by the Monterey Peninsula Engineering as complete at a final cost of \$267,412; and authorize the Public Works Department to release the contract retention of \$13,370.60 in 35 days following the recordation of the Notice of Completion.
- G. Rescind Previously Awarded Contract for Repairs to the Jade Street Tennis Courts and Approve Plans, Specifications, and Estimate for Advertising for Bids
RECOMMENDED ACTION: Take the following actions:
1. Rescind a contract awarded to Vintage Contractors on June 23, 2016, for repairs to the Jade Street Tennis Courts; and
 2. Approve plans, specifications, and estimate for advertising for bids for the selected repair alternative of the Plexipave Slipsheet overlay.
- H. Consider a Contract with Carolyn Flynn for Professional Services Related to Affordable Housing, Community Development Block Grant (CDBG) Administration, and Grant Writing
RECOMMENDED ACTION: Authorize the City Manager to execute a contract with Carolyn Flynn in an amount not to exceed \$52,000.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
July 28, 2016

- I. Approve Agreement with Bogard Construction as the Project Manager for the Construction of Capitola Branch Library for an Initial Amount of \$21,600
RECOMMENDED ACTION: Award contract.
- J. Fiscal Year 2015/16 Budget Adjustments
RECOMMENDED ACTION: Approve the Budget Adjustments.

9. GENERAL GOVERNMENT / PUBLIC HEARINGS

All items listed in "General Government" are intended to provide an opportunity for public discussion of each item listed. The following procedure pertains to each General Government item: 1) Staff explanation; 2) Council questions; 3) Public comment; 4) Council deliberation; 5) Decision.

- A. Recruitment Process for Chief of Police, and Designation of City Council Members to Serve on the Interview Panel
RECOMMENDED ACTION: Approve recruitment process for Chief of Police, and designate two City Council Members to serve on the interview panel.
- B. Consider a Resolution Establishing November 8, 2016, as the Date for a Municipal Election on a Proposed Ballot Measure Seeking Voter Authorization to Extend the Sunset Date on an Existing One-Quarter Cent (0.25%) Transactions and Use ("Sales") Tax; and the Introduction of an Ordinance Amending Section 16 of Ordinance 880, as Amended by Ordinance No. 935 Pertaining to the City's Transactions and Use Tax Administered by the State Board of Equalization
RECOMMENDED ACTION: Staff recommends the City Council take the following actions:
 - 1. Adopt the draft Resolution to (a) identify the City Council intentions for the proposed measure; (b) approve the proposed measure language; (c) request consolidation and County Elections to conduct the election; and
 - 2. Introduce an Ordinance amending Section 16 of Ordinance No. 880, as amended by Ordinance No. 935, pertaining to the City's Transactions and Use Tax administered by the State Board of Equalization; and
 - 3. Appoint a City Council subcommittee to prepare an argument and rebuttal in support of the ballot measure and return to the full City Council with a draft argument at a Special Meeting on August 11.
- C. OpenGov Financial Transparency Presentation
RECOMMENDED ACTION: Receive presentation and provide direction.
- D. Santa Cruz County Mosquito Abatement / Vector Control Presentation
RECOMMENDED ACTION: Receive presentation regarding the Local Invasive Aedes Mosquito and Arbovirus Surveillance and Response Plan.
- E. Zoning Code Update Progress Report
RECOMMENDED ACTION: Accept staff presentation and set special hearing schedule.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA

July 28, 2016

- F. Designation of Voting Delegate and Alternate for the 2016 League of California Cities Annual Conference to be held in Long Beach October 5 through October 7, 2016
RECOMMENDED ACTION: Designate Capitola's Voting Delegates.

- G. Consider Awarding a Contract for the 2016 Road Rehabilitation Project
RECOMMENDED ACTION: Receive report on the bids for the 2016 Road Rehabilitation Project and award a contract to the lowest responsible bidder; and take any related actions necessary to proceed with the project as recommended by the Public Works Department.

10. ADJOURNMENT

Note: Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that court action within ninety (90) days following the date on which the decision becomes final as provided in Code of Civil Procedure §1094.6. Please refer to code of Civil Procedure §1094.6 to determine how to calculate when a decision becomes "final." Please be advised that in most instances the decision become "final" upon the City Council's announcement of its decision at the completion of the public hearing. Failure to comply with this 90-day rule will preclude any person from challenging the City Council decision in court.

Notice regarding City Council: The City Council meets on the 2nd and 4th Thursday of each month at 7:00 p.m. (or in no event earlier than 6:00 p.m.), in the City Hall Council Chambers located at 420 Capitola Avenue, Capitola.

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City's website: www.cityofcapitola.org and at Capitola City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, prior to the meeting. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola. Need more information? Contact the City Clerk's office at 831-475-7300.

Agenda Materials Distributed after Distribution of the Agenda Packet: Pursuant to Government Code §54957.5, materials related to an agenda item submitted after distribution of the agenda packet are available for public inspection at the Reception Office at City Hall, 420 Capitola Avenue, Capitola, California, during normal business hours.

Americans with Disabilities Act: Disability-related aids or services are available to enable persons with a disability to participate in this meeting consistent with the Federal Americans with Disabilities Act of 1990. Assisted listening devices are available for individuals with hearing impairments at the meeting in the City Council Chambers. Should you require special accommodations to participate in the meeting due to a disability, please contact the City Clerk's office at least 24-hours in advance of the meeting at 831-475-7300. In an effort to accommodate individuals with environmental sensitivities, attendees are requested to refrain from wearing perfumes and other scented products.

Televised Meetings: City Council meetings are cablecast "Live" on Charter Communications Cable TV Channel 8 and are recorded to be rebroadcast at 8:00 a.m. on the Wednesday following the meetings and at 1:00 p.m. on Saturday following the first rebroadcast on Community Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed "Live" on the City's website at www.cityofcapitola.org by clicking on the Home Page link "Meeting Video." Archived meetings can be viewed from the website at anytime.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Introduction of Susan Nemitz, Santa Cruz Public Library Director

DISCUSSION: Susan Nemitz joins us from Minnesota where she spent the last eleven years as the Director of Ramsey County Libraries, a Twin Cities suburban library system consisting of seven branches. While there, she managed the renovation of three branches and the replacement of four branches. She has 17 additional years of experience working in higher education administration. She is currently living in Aptos with her Golden Doodle and is really enjoying the weather.

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/14/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Presentation Regarding the Human Care Alliance

DISCUSSION: The following Human Care Alliance (HCA) representatives will provide the City Council with an update regarding HCA activity:

- Gary Edwards, Human Care Alliance Member (Advocacy, Inc.)
- Karen Delaney, Human Care Alliance Chair (Santa Cruz Volunteer Center)
- Shauna Mora, Human Care Alliance Member (Conflict Resolution Center of Santa Cruz)

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/21/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Consider the May 18, 2016, and June 16, 2016, City Council/Successor Agency Budget Study Session Minutes; and the June 23, 2016, Regular City Council Minutes

RECOMMENDED ACTION: Approve Minutes.

DISCUSSION: Attached for City Council review and approval are the minutes of the subject meetings.

ATTACHMENTS:

1. Draft May 18, 2016, City Council/Successor Agency Minutes
2. Draft June 16, 2016, Joint City Council/Successor Agency Minutes
3. Draft June 23, 2016, City Council Minutes

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/21/2016

**DRAFT JOINT BUDGET STUDY SESSION
CAPITOLA CITY COUNCIL/SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY
JOINT BUDGET STUDY SESSION MINUTES
WEDNESDAY, MAY 18, 2016 – 6:00 PM**

CALL TO ORDER

Mayor/Chair Bottorff called the meeting to order at 6:00 PM.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Present: Council Members/Board Members Dennis Norton, Jacques Bertrand, Stephanie Harlan, Michael Termini, and Mayor/Chair Ed Bottorff: Present,

City Treasurer Christine McBroom was present.

2. ADDITIONAL MATERIALS (None provided)

3. ADDITIONS AND DELETIONS TO AGENDA (None provided)

4. PUBLIC COMMENTS (None provided)

5. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS (None provided)

6. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Presentation of the Proposed 2016/2017 Fiscal Year Budget for the City of Capitola General Fund, the Capitola Successor Agency, and an Overview of the Capital Improvement Program

RECOMMENDED ACTION: Receive the Proposed Fiscal Year 2016/2017 and Planned Fiscal Year 2017/2018 Budget for the City and Successor Agency to the former Redevelopment Agency; receive an overview of the Capital Improvement Program, and provide staff direction

RESULT:	RECEIVED PRESENTATION OF THE PROPOSED 2016/2017 FISCAL YEAR BUDGET FOR THE CITY OF CAPITOLA GENERAL FUND, THE CAPITOLA SUCCESSOR AGENCY, AND AN OVERVIEW OF THE CAPITAL IMPROVEMENT PROGRAM ADOPTED FISCAL YEAR 2015/2016 MID-YEAR BUDGET REPORT
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7. ADJOURNMENT

Meeting adjourned at 7:34 PM

Ed Bottorff, Mayor/Chair

ATTEST:

Susan Sneddon, City Clerk/Secretary

Attachment: Draft May 18, 2016, City Council/Successor Agency Minutes (1308 : Approval of City Council Minutes)

**DRAFT JOINT BUDGET STUDY SESSION
CAPITOLA CITY COUNCIL/SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY
JOINT BUDGET STUDY SESSION MINUTES
THURSDAY, JUNE 16, 2016 – 6:00 PM**

Mayor Bottorff called the meeting to order at 6:00 PM. He announced the items to be discussed in Closed Session, as follows:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Govt. Code §54956.9(d)(1)]

(Two cases)

1. Friends of Monterey Park v. the City of Capitola
[Santa Cruz Superior Court Case No. CV 16CV01091]
2. GTE Mobilenet of California Limited Partnership, a California limited partnership d/b/a/ Verizon Wireless v. City of Capitola
[United States District Court Case No 16-CV-02495-PSG]

Mayor Bottorff noted that there was no one in the audience; therefore, the City Council recessed at 6:00 p.m. to the Closed Session.

JOINT BUDGET STUDY SESSION OF THE CAPITOLA CITY COUNCIL/SUCCESSOR AGENCY

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Councilmember Dennis Norton: Present, Mayor Ed Bottorff: Present, Council Member Jacques Bertrand: Present, Vice Mayor Stephanie Harlan: Present, Council Member Michael Termini: Present.

City Treasurer Christine McBroom was absent.

The City Council began its meeting with a moment of silence in honor of the shooting victims from the June 12th violence at a gay nightclub in Orlando, Florida.

2. REPORT ON CLOSED SESSION

City Attorney Condotti stated that the Council discussed the following two cases of existing litigation: (1) Friends of Monterey Park v. the City of Capitola; and (2) GTE Mobilenet of California Limited Partnership, a California limited partnership d/b/a/ Verizon Wireless v. City of Capitola; there was no reportable action.

3. ADDITIONAL MATERIALS (None provided)

4. ADDITIONS AND DELETIONS TO AGENDA (None provided)

5. PUBLIC COMMENTS (None provided)

6. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Council Member Bertrand stated that there was a good turnout for the June 11th grand opening and dedication of Ozzi's Memorial Dog Park at McGregor Multi-Use Park.

Council Member Termini stated that the Capitola's Jay Moriarity Paddle Race will be held on Saturday, June 23rd. In addition, he stated there is an issue with Airbnb short-term rentals with renters staying less than the required the 30-day stay. (Community Development Director Grunow stated that the residents should call the City when violations are made).

6. CONSENT CALENDAR

RESULT:	ADOPTED <u>ITEMS NO. 6.A., AND 6.B.</u> [UNANIMOUS]]
MOVER:	Dennis Norton, Council Member
SECONDER:	Michael Termini, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Dennis Norton, Stephanie Harlan, Michael Termini

A. Consider the June 1, 2016, City of Capitola, as Successor Agency to the Former Capitola Redevelopment Agency, Minutes

RECOMMENDED ACTION: Approve the subject minutes as submitted.

B. Adoption of **Resolution No. 4051** approving the Fiscal Year 2016/2017 Budget for the Successor Agency to the former Redevelopment Agency

RECOMMENDED ACTION: Approve the Resolution adopting the Successor Agency Fiscal Year 2016/2017 Budget.

7. GENERAL GOVERNMENT

Mayor Bottorff changed the agenda order for the following General Government

Items: **Item 7.C.; 7.A.; 7.D.; 7.E.; 7.B.; 7.F.**

C. Consider a Resolution Approving the Expenditure Plan for the Santa Cruz County Regional Transportation Commission's Transportation Improvement Plan [770-05]

RECOMMENDED ACTION: Adopt Resolution.

Raymon Cancino, Community Bridges Chief Executive Officer, stated that, Liftline is a critical component of their services provided.

RESULT:	ADOPTED <u>RESOLUTION NO. 4052</u> APPROVING THE EXPENDITURE PLAN FOR THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S TRANSPORTATION IMPROVEMENT PLAN [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Dennis Norton, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Dennis Norton, Stephanie Harlan, Michael Termini

At 6:20 PM Council Member Norton left the dais for the remainder of the meeting due to a meeting conflict.

Joint Budget Study Session Capitola City Council/Successor Agency Minutes
June 16, 2016

- A. Reconsideration of an Appeal of a Planning Commission Decision to Approve a Wireless Telecommunications Antenna at 1200 41st Avenue [730-10]

RECOMMENDATION: Uphold the Planning Commission's decision to approve Project #15-119 as conditioned.

Marylin Garrett, appellant, stated reasoning to not approve a Wireless Telecommunications Antenna at 1200 41st Avenue.

The following spoke against a Wireless Telecommunications Antenna at 1200 41st Avenue:

- Ms. Gaskill, Aptos resident
- Barbara Bush, local resident
- Michael Smith, local resident
- Kathleen Johnson, local resident
- Melinda, Soquel resident
- Bruce Tanner, Santa Cruz resident
- Lowell Web, Soquel
- Unidentified speaker, local resident
- Tammy Donnolly, Aptos resident
- Dorothy, Aptos resident

Pete Shubin, Verizon Representative, stated that the proposed cell tower complies with FCC regulations.

Sylvia Skefich, local chiropractor (appellant), provided final statements regarding the decision to not approve a Wireless Telecommunications Antenna at 1200 41st Avenue. She stated that she will take this matter to a local legislator to make more stringent laws and mitigate the aggressive behavior of companies such as Verizon.

Marketa Bilkova, Five Branches University Assistant Professor (appellant), provided final statements regarding not approving a Wireless Telecommunications Antenna at 1200 41st Avenue.

RESULT:	ADOPTED TO OVERTURN THE APPEAL OF A PLANNING COMMISSION DECISION TO APPROVE A WIRELESS TELECOMMUNICATIONS ANTENNA AT 1200 41ST AVENUE WITH THE FOLLOWING NEW FINDINGS: THE APPLICATION, SUBJECT TO THE CONDITIONS IMPOSED, WILL SECURE THE PURPOSES OF THE ZONING ORDINANCE AND GENERAL PLAN; THE APPLICATION WILL MAINTAIN THE CHARACTER AND INTEGRITY OF THE NEIGHBORHOOD; AND THIS PROJECT IS CATEGORICALLY EXEMPT UNDER THE SECTION 15303 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND IS NOT SUBJECT TO SECTION 753.5 OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Stephanie Harlan, Vice Mayor
AYES:	Ed Bottorff, Jacques Bertrand, Stephanie Harlan, Michael Termini
ABSENT:	Dennis Norton

- D. Consider a Resolution for the Levy of Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments for Fiscal Year 2016/2017 [140-05]
RECOMMENDED ACTION: Adopt the Resolution.

Carin Hanna, representing the Capitola Village and Wharf Business Improvement Area (CVWBIA), provided a brief summary of the CVWBIA assessment.

RESULT:	ADOPTED RESOLUTION NO. 4053 [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Stephanie Harlan, Vice Mayor
AYES:	Ed Bottorff, Jacques Bertrand, Stephanie Harlan, Michael Termini
ABSENT:	Dennis Norton

- E. Public Hearing to Consider the Proposed Fee Schedule for Fiscal Year 2016/2017; and a Resolution repealing Resolution No. 4036 [390-40]
RECOMMENDED ACTION: Conduct the noticed public hearing on the proposed City Fee Schedule for Fiscal Year 2016/2017 and adopt the proposed Resolution repealing Resolution No. 4036.

Jason Alaniz, Capitola Surf and Paddle, suggested that a master calendar be created for the coordination with all the surf school instructors in Capitola.

RESULT:	ADOPTED <u>RESOLUTION NO. 4054</u> REPEALING RESOLUTION NO. 4036 [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Jacques Bertrand, Council Member
NOES:	Stephanie Harlan, Vice Mayor
AYES:	Ed Bottorff, Jacques Bertrand, Stephanie Harlan, Michael Termini
ABSENT:	Dennis Norton

B. Receive Public Opinion Survey Results [160-50/280-10/330-05]

RECOMMENDED ACTION: Receive report, and provide direction to staff.

Gene Bregman, Gene Bregman & Associates, provided highlights of the survey.

Carin Hanna, Capitola Village and Wharf Business Improvement Area (CVWBIA) representative, provided support for extending Measure D on the November 2016 ballot.

There was City Council consensus to direct staff to prepare a draft measure regarding continuing Measure D (extension of the .25% sales transaction and use) for ten years to be placed on the November 8, 2016, General Municipal Election ballot; to prepare a Draft Ordinance to continued Measure D; and directed staff to prepare a Draft Resolution of Intent describing the Council's intention to use funding for identified priorities.

F. Adoption of the Fiscal Year 2016/2017 Budget for the City of Capitola [330-05]

RECOMMENDED ACTION: Adopt the Resolution approving the Final 2016/2017 Fiscal Year City, and Capital Improvement Program Budget.

Finance Director Welch requested a motion from Council to create a Library Fund to account for Library Construction Activities Two sources of Funds: (1) \$2.6 million held by County from the Former RDA; and \$8 million from recently passed parcel tax bond revenue.

RESULT:	ADOPTED <u>RESOLUTION NO. 4055</u> APPROVING THE FISCAL YEAR 2016/2017 BUDGET FOR THE CITY OF CAPITOLA WITH THE INCLUSION OF THE CREATION OF A LIBRARY FUND TO ACCOUNT FOR LIBRARY CONSTRUCTION ACTIVITIES TWO SOURCES OF FUNDS: (1) \$2.6 MILLION HELD BY COUNTY FROM THE FORMER REDEVELOPMENT AGENCY; AND \$8 MILLION FROM RECENTLY PASSED PARCEL TAX BOND REVENUE; AND INCREASE THE LIBRARY FUND REVENUE BY \$372,700; AND INCREASE THE LIBRARY FUND EXPENDITURES BY \$30,000; AND ADJUST FISCAL YEAR 2015/2016 CAPITOLA IMPROVEMENT PLAN TRANSFERS FROM UNBUDGETED TRIPLE-FLIP SALES TAX REVENUE (\$312,000) AND FROM PACIFIC COVE FUND BALANCE (\$200,000) FOR RISPIN PARK AND PAVEMENT MANAGE PLAN [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Jacques Bertrand, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Stephanie Harlan, Michael Termini
ABSENT:	Dennis Norton

9. ADJOURNMENT

The meeting was closed at 8:00 PM.

Ed Bottorff, Mayor

ATTEST:

_____,CMC
Susan Sneddon, City Clerk

**DRAFT CAPITOLA CITY COUNCIL
REGULAR MEETING ACTION MINUTES
THURSDAY, JUNE 23, 2016**

**CLOSED SESSION – 6:00 PM
CITY MANAGER’S OFFICE**

Mayor Bottorff called the meeting to order at 6:00 PM. He announced the item to be discussed in Closed Session, as follows:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Govt. Code §54956.9(d)(1)]

(Two cases)

1. Friends of Monterey Park v. the City of Capitola
[Santa Cruz Superior Court Case No. CV 16CV01091]
2. City of Capitola v. D’Angelo
[Santa Cruz County Superior Court Case No. CV 181659]

CONFERENCE WITH REAL PROPERTY NEGOTIATOR [Govt. Code §54956.8]

Property: 2091 Wharf Road, APN 034-241-05, Capitola, CA

City Negotiator: Jamie Goldstein, City Manager

Negotiating Parties: Joseph K. and Debbie A. Genge

Under Negotiation: Terms for potential purchase of property by City

Mayor Bottorff noted that there was no one in the audience; therefore, the City Council recessed at 6:00 p.m. to the Closed Session

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7:00 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Councilmember Dennis Norton: Present, Mayor Ed Bottorff: Present, Council Member Jacques Bertrand: Present, Vice Mayor Stephanie Harlan: Present, Council Member Michael Termini: Present.

City Treasurer McBroom was absent.

2. PRESENTATIONS

- A. Proclamation honoring Amateur Radio Week - June 20 thru June 26, 2016 [120-40]

Recipients of proclamation: (1) Suellene Peterson – American Radio Relay League Public Information Coordinator for the Pacific Division, Santa Clara Valley Section; and (2) Sam Sjogren (pronounced "Showgren") – Amateur Radio Emergency Services Coordinator for San Lorenzo Valley.

Attachment: Draft June 23, 2016, City Council Minutes (1308 : Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 23, 2016

3. REPORT ON CLOSED SESSION

City Attorney Condotti stated that the Council discussed the following case of existing litigation: City of Capitola v. D'Angelo; the City Council approved with a vote of five to zero regarding a stipulated judgement which requires the abatement of several uses; provides a time table of correcting violations by August 31, 2016, with various remedies available to the City if the property owners fail to meet the stipulated deadline. Copies of the stipulated judgement will be made available to the public upon request. Mr. Condotti stated that the Council held a conference with City Manager Goldstein, Real Property Negotiator, regarding property located at 2091 Wharf Road, APN 034-241-05, Capitola (Negotiating Parties: Joseph K. and Debbie A. Genge); there was no reportable action. Mr. Condotti stated that due to conflicts of interest Council Members Termini and Bertrand recused themselves and left the room regarding discussions of the Friends of Monterey Park v. the City of Capitola existing litigation. City Attorney Condotti stated that the remaining City Council discussed the Friends of Monterey Park v. the City of Capitola existing litigation; there was no reportable action.¹

4. ADDITIONAL MATERIALS

City Clerk Sneddon stated that 160 additional materials were received regarding Item 9.A.: Proposed skate park at Monterey Park. In addition, one additional material regarding Item 8.E.: Consider Proposals to Repair the Tennis Courts at Jade Street Park.

5. ADDITIONS AND DELETIONS TO AGENDA (None provided)

6. PUBLIC COMMENTS (None provided)

7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Council Member Termini stated there were approximately 3,000 young people that attended the June 22nd Twilight Concert and there were no police issues.

Council Member Bertrand requested that staff agendize a Council discussion regarding mini-parks ("parklets") in the Village; (City Manager Goldstein stated that this discussion will be included in the Zoning Code Update later this summer). In addition, he provided positive comments regarding the McGregor Multi-Use Park.

City Clerk Sneddon announced that there are openings on various City board and commissions.

¹ Council Member Bertrand recused himself from discussing the Friends of Monterey Park v. the City of Capitola existing litigation because he resides within 300 feet of the subject property. Council Member Termini recused himself from discussing the Friends of Monterey Park v. the City of Capitola existing litigation because his company has done work for Richard Novak, owner of Santa Cruz Skateboards (Mr. Novak is the financial sponsor the proposed Monterey Skate Park).

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 23, 2016

8. **CONSENT CALENDAR**

RESULT:	ADOPTED <u>ITEMS 8.A., 8.B., 8.C., 8.D., AND 8.E.</u> [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Dennis Norton, Councilmember
AYES:	Norton, Bottorff, Bertrand, Harlan, Termini

- A. Consider the June 9, 2016, Regular City Council Minutes
RECOMMENDED ACTION: Approve Minutes.
- B. Approval of City Check Registers dated May 6, May 13, May 20 and May 27, 2016[300-10]
RECOMMENDED ACTION: Approve Check Register Reports.
- C. Adoption of **Resolution No. 4056** Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Presidential General Election in the City of Capitola on Tuesday, November 8, 2016 [560-10]
RECOMMENDED ACTION: Adopt Resolution.
- D. Approval of the 38th Avenue Paving Project Notice of Completion [940-40/500-10 A/C: Don Chapin Company Inc.]
RECOMMENDED ACTION: Approve a contract change order for the 38th Avenue Paving Project in the amount of \$53,506 to correct two pay items in the contract that had incorrect quantity amounts and accept the 38th Avenue Paving Project as constructed by the Don Chapin Company as complete at a final cost of \$298,111.58; and authorize the Public Works Department to release the contract retention of \$14,905.58 in 35 days following the recordation of the Notice of Completion.
- E. Consider Proposals to Repair the Tennis Courts at Jade Street Park] 1040-20]
RECOMMENDED ACTION: Receive report on proposals to repair or reconstruct the tennis courts at Jade Street Park; and based on staff review of the proposals, award a contract to the recommended contractor.

9. **GENERAL GOVERNMENT / PUBLIC HEARINGS**

- A. Appeal of the Planning Commission's Decision to Certify an Environmental Impact Report and Approve a Conditional Use Permit, Design Permit, and Coastal Development Permit for the Monterey Avenue Skate Park [1040-20]
RECOMMENDED ACTION: Staff recommends the City Council uphold the Planning Commission's decisions by taking the following actions:
 - 1. Adopt a Resolution certifying the Environmental Impact Report (EIR) and adopting the Mitigation, Monitoring, and Reporting Program (MMRP);
 - 2. Adopt a Resolution approving a Conditional Use Permit, Design Permit, and Coastal Development Permit for a modified project as described as Alternative 1 of the EIR;

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 23, 2016

3. Approve related agreements for access and indemnity and authorize the City Manager to execute said agreements.

Council Member Bertrand stated that, due to a conflict of interest, he will recuse himself from participating on Item 9.A. regarding appeal of the Planning Commission's decision to certify an Environmental Impact Report and approve a Conditional Use Permit, Design Permit, and Coastal Development Permit for the Monterey Avenue Skate Park because he resides within 300 feet of the subject property. He left the dais.

Council Member Termini stated that, due to a conflict of interest, he will recuse himself from participating on Item 9.A. regarding appeal of the Planning Commission's decision to certify an Environmental Impact Report and approve a Conditional Use Permit, Design Permit, and Coastal Development Permit for the Monterey Avenue Skate Park because his company has done work for Richard Novak, owner of Santa Cruz Skateboards (Mr. Novak is the financial sponsor the proposed Monterey Skate Park). He left the dais.

Marie Martorella and Trica Proctor, proponents for the proposed skate park at Monterey Park, provided a presentation regarding the proposed skate park.

Richard Lippi, appellant for the proposed skate park at Monterey Park, provided a presentation regarding the proposed skate park.

Pearl Kan, Wittwer Parkin LLP Attorney, appellant for Friends of Monterey Park representative, stated that there exist legal inadequacies of the proposed project, specifically the draft Environmental Impact Report (EIR) associated with the proposed skate park location alternatives.

Henry Castinada, stated that he provided a letter to Community Development Director Grunow on January 5, 2016, regarding the original design of the proposed skate park; he listed many of the students concerns that have not been addressed because the concerns were not the focus of the EIR. He stated that he is hoping that before Council makes a decision on this item they will review the traffic study that was conducted regarding the congestion that exists between 2:10 PM and 2:50 PM four days per week.

Judy McGooden, Soquel Union Elementary School District (District) Board of Trustees (Board) President, clarified a misleading two-page flyer circulating regarding this item. She stated that the District is not considering moving the District Offices to Jade Street Park, as stated in the flyer; there are no funds to make such a move and it would never be considered. The Board did not take a stand on this issue and it is not because the Board has a policy that does not allow the Board to participate in land-use discussions pertaining to land owned by another entity; they decided to stay neutral. She stated that this is the City's property and gets to decide what is best use for the property.

Unidentified speaker, stated that he built Monterey Park and supports the proposed skate park.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
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The following provided local residents comments in opposition to the proposed skate park:

- Chris Bowman
- Marilyn Warder
- Stephanie Tetter
- Kerry Tetter
- John
- Keith
- Don Sanders
- Harry Gai
- Andy Forget
- Dawn Morrow
- Brian Stow
- Julian Greenside
- Lisa Steingrube
- Neal Goldstein
- David Stow
- Charlie Thomas
- Nancy Stucker
- Ann Stow
- Heidi Wagner
- Shana McDougall
- Lois Robin
- Mr. Garcia
- Dan
- Al Globus
- Elizabeth Russell
- Dan Steingrube
- Paula Malet
- Barrett
- Helen Bryce
- Two unidentified speakers

The following provided local residents comments in support of the proposed skate park:

- Brad
- Paul
- Joey and Benjamin Miller
- Shawn
- Tessa Tutman
- Nicole Connolly
- Brett
- Mary

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
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- Chris Hatlan
- Judy
- David
- Maureen
- Unidentified Speaker
- Diana Peters
- Penny
- Maria
- Amy
- Jason
- John
- Molly Turner
- Five unidentified speakers

Greg Hertz, local resident, provided various comments regarding the proposed skate park.

Danyel Scott, Dreamland Skateparks, provided options to modify the design of the proposed skate park to reduce noise.

Marie Martorella and Trica Proctor, proponents for the proposed skate park at Monterey Park, provided final statements regarding the proposed skate park.

Richard Lippi, appellant for the proposed skate park at Monterey Park, provided final statements regarding the proposed skate park.

Pearl Kan, Wittwer Parkin LLP Attorney, stated that the EIR process is the core planning document which was disclosed after a decision had been made. She stated that the recirculation of the EIR is necessary.

The City Council took a five minute break.

RESULT:	UPHOLD THE PLANNING COMMISSION DECISION TO CERTIFY THE ENVIRONMENTAL IMPACT REPORT (EIR) AND ADOPT THE MITIGATION, MONITORING, AND REPORT PROGRAM (MMRP); [3 TO 0 VOTE] WITH THE FOLLOWING ROLL CALL VOTE:
MOVER:	Dennis Norton, Councilmember
SECONDER:	Ed Bottorff, Mayor
AYES:	Dennis Norton, Ed Bottorff, Stephanie Harlan
DISQUALIFIED:	Jacques Bertrand, Michael Termini

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 23, 2016

RESULT: UPHOLD THE PLANNING COMMISSION'S DECISION TO APPROVE A MODIFIED PROJECT AS DESCRIBED IN ALTERNATIVE 1 OF THE ENVIRONMENT IMPACT REPORT (EIR) KNOWN AS OPTION 3; REDUCE THE FOOTPRINT OF THE SKATE PARK TO 6,000 FEET WITHIN THE FENCE; REDUCE MAXIMUM DROP FROM ANY POINT IN THE SKATE PARK TO FOUR FEET; TO NOT INCLUDE ANY METAL PRODUCTS WITHIN THE SKATE PARK AND ANY NOISE FEATURES THAT CAN BE ELIMINATED; USE NOISE INSULATION FEATURES AS ADVISED; TO AMEND THE NOISE CONDITION TO ALLOW FOR ALTERNATIVE EQUIVALENT MEASURES TO PROVIDE THE NECESSARY SOUND REDUCTION; HOURS OF THE PARK TO BE ESTABLISHED FROM 9 AM TO SUNSET; SKATE PARK TO BE REASSESSED BY THE PLANNING COMMISSION IN SIX MONTHS; [2 TO 1 VOTE] WITH THE FOLLOWING ROLL CALL VOTE:

MOVER: Dennis Norton, Councilmember
SECONDER: Ed Bottorff, Mayor
AYES: Dennis Norton, Ed Bottorff
NOES: Stephanie Harlan
DISQUALIFIED: Jacques Bertrand, Michael Termini

RESULT: AUTHORIZE THE CITY MANAGER TO EXECUTE A RIGHT-TO-ENTRY AGREEMENT AND THE DEFENSE AND INDEMNIFICATION AGREEMENT; [2 TO 1 VOTE] WITH THE FOLLOWING ROLL CALL VOTE:

MOVER: Dennis Norton, Councilmember
SECONDER: Ed Bottorff, Mayor
AYES: Dennis Norton, Ed Bottorff
NOES: Stephanie Harlan
DISQUALIFIED: Jacques Bertrand, Michael Termini

10. **ADJOURNMENT**

The meeting was closed at 11:00 PM.

Ed Bottorff, Mayor

ATTEST:

_____,CMC
Susan Sneddon, City Clerk



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Community Development

SUBJECT: Receive Planning Commission Action Minutes for the Regular Meeting of July 21, 2016

RECOMMENDED ACTION: Receive Minutes.

ATTACHMENTS:

1. Planning Commission Action Minutes of July 21, 2016

Report Prepared By: Linda Fridy
Planning Commission Minutes Clerk

Reviewed and Forwarded by:



**ACTION MINUTES
CAPITOLA PLANNING COMMISSION MEETING
THURSDAY, JULY 21, 2016
7 P.M. – CAPITOLA CITY COUNCIL CHAMBERS**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Commissioner Linda Smith: Present, Commissioner Gayle Ortiz: Present, Commissioner Edward Newman: Present, Chairperson TJ Welch: Present, Commissioner Susan Westman: Absent.

2. ORAL COMMUNICATIONS

A. Additions and Deletions to Agenda

B. Public Comments

C. Commission Comments

D. Staff Comments

3. APPROVAL OF MINUTES

A. Planning Commission Minutes for the Regular Meeting of June 2, 2016

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gayle Ortiz, Commissioner
SECONDER:	Edward Newman, Commissioner
AYES:	Smith, Ortiz, Newman, Welch
ABSENT:	Westman

4. CONSENT CALENDAR

A. 3801 Clares Street #16-117 APN: 034-261-47

Modification to the existing Conditional Use Permit to extend the hours of operation of a dialysis treatment center in the CC (Community Commercial) Zoning District.

This project is not located in the Coastal Zone.

Environmental Determination: Categorical Exemption

Property Owner: Capitola Roth Investments, LLC

Representative: Frank E. Jesse, filed: 6/8/16

Motion: Approve a modification to the existing Conditional Use Permit

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Edward Newman, Commissioner
SECONDER:	Gayle Ortiz, Commissioner
AYES:	Smith, Ortiz, Newman, Welch
ABSENT:	Westman

B. 145 Wesley Street #16-056 APN: 036-172-02

Design Permit for a remodel, expansion of existing garage, and second story addition to an existing single-family home located in the R-1 (Single-Family Residential) Zoning District. This project is in the Coastal Zone but does not require a Coastal Development Permit. Environmental Determination: Categorical Exemption
 Property Owner: Noah and Heather Fox
 Representative: Judy and Wayne Miller, filed: 04/13/2016

Motion: Approve a Design Permit

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Edward Newman, Commissioner
SECONDER:	Gayle Ortiz, Commissioner
AYES:	Smith, Ortiz, Newman, Welch
ABSENT:	Westman

5. PUBLIC HEARINGS**A. Verizon Wireless Antenna Facility at Utility Pole #3501 adjacent to 2091 Wharf Road #15-109**

Design Permit and Conditional Use Permit for the installation of a new Verizon wireless antenna and ancillary equipment on an existing utility pole in the Wharf Road right-of-way in the R-1 (Single-Family Residential) Zoning District. This project is not located in the Coastal Zone and does not require a Coastal Development Permit. Environmental Determination: Categorical Exemption
 Property Owner: Pacific Gas & Electric
 Representative: Jason Osborne, filed 6/30/15

Motion: Approve a Design Permit and Conditional Use Permit

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Gayle Ortiz, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Ortiz, Newman, Welch
ABSENT:	Westman

6. DIRECTOR'S REPORT**7. COMMISSION COMMUNICATIONS****8. ADJOURNMENT**



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Finance Department

SUBJECT: Approval of City Check Registers dated June 3, June 10, June 17 and June 24, 2016

RECOMMENDED ACTION: Approve Check Register Reports.

BACKGROUND: Check registers are attached for:

Account: City Main				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
6/03/2016	83695	83752	63	\$338,708.33
6/10/2016	83753	83824	72	\$618,387.04
6/17/2016	83825	83910	90	\$363,553.31
6/24/2016	83911	83948	39	\$464,244.75

The check register of May 27, 2016, ended with check #83694.

Account: Payroll				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
6/10/2016	4823	4848	129	\$152,676.00
6/24/2016	4859	4883	133	\$176,069.62

Payroll checks 4849 through 4858 are void due to printer error.

Following is a list of checks issued for more than \$10,000.00 and a brief description of each expenditure:

Check	Issued to	Dept.	Description	Amount
87302	Bruce E. Stanton Trustee	CM	Pac Cove mobile home park relocation settlement	\$49,350.00
83719	Hollister Honda	PD	2016 Polaris Gem car	\$21,253.13
83720	ICMA Retirement Trust	FN	457 contributions PPE 5-21-16	\$22,010.83
83727	Nichols Consulting Engineers	PW	Pavement management program	\$23,070.00
eft274	CalPERS Member Services	FN	PERS contributions PPE 5-21-16	\$46,356.52
eft275	Employment Development Dept.	FN	State tax deposit PPE 5-21-16	\$12,588.94
eft276	IRS	FN	Federal tax deposit PPE 5-21-16	\$44,293.02
eft278	CalPERS Health Insurance	FN	June health insurance	\$56,531.16
83753	Old Republic Title	CDD	CDBG Housing rehab. loan	\$127,535.67

Approval of City Check Registers
July 28, 2016

83772	Community Bridges	CM	Community grants	\$55,551.00
83778	Earthworks Paving Contractors	PW	Rispin Peery pathway construction	\$299,690.00
83814	Toyota of Santa Cruz	PD	Toyota Camry	\$22,654.68
83829	Anderson Pacific Engineering	PW	Stockton and Esplanade intersection improvements	\$155,615.70
83859	ICMA Retirement Trust	FN	457 contributions PPE 6-04-16	\$16,170.02
83876	Pacific Gas & Electric	PW	Monthly utilities	\$14,851.88
eft282	IRS	FN	Federal tax deposit PPE 6-04-16	\$25,934.38
eft284	CalPERS Member Services	FN	PERS contributions PPE 6-04-16	\$46,470.77
83912	Wells Fargo Bank	CM	Monthly credit card charges	\$17,184.26
83916	Atchison Barisone Condotti & Kovacevich	CM	May legal services	\$22,669.76
83926	Earthworks Paving Contractors	PW	McGregor Park progress payment	\$54,378.00
83930	Gene Bregman & Associates	CM	Community survey development	\$12,000.00
83940	Public Parking Associates	PD	Parking meters (22) and installation	\$18,817.64
83941	Don Chapin Company	PW	38 th Ave reconstruction progress	\$257,684.25
83947	CalPERS Fiscal Services	FN	FY15-16 OPEB contribution	\$54,165.72

ATTACHMENTS:

1. 06-03-16 City Check Register
2. 06-10-16 City Check Register
3. 06-17-16 City Check Register
4. 06-24-16 City Check Register

Report Prepared By: Maura Herlihy
Account Technician

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/14/2016

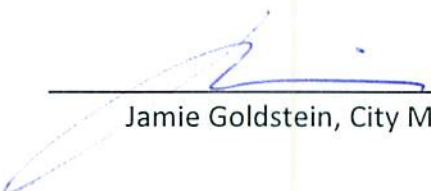
Accounts payable checks dated 6/03/16, numbered 83695 to 83752, totaling \$177,820.85, plus 5 eft totaling \$160,887.48, for a total disbursement of \$338,708.33, have been reviewed and authorized for distribution by the City Manager.

As of 6/03/2016 the unaudited cash balance is \$5,852,416.79.

CASH POSITION - CITY OF CAPITOLA 06/03/2016

	<u>Net Balance</u>
General Fund	\$489,839.28
Payroll Payables	\$10,765.24
Contingency Reserve Fund	\$1,893,345.66
PERS Contingency Fund	\$300,000.00
Facilities Reserve Fund	\$229,870.00
Capital Improvement Fund	\$2,414,520.32
Stores Fund	\$11,763.34
Information Technology Fund	\$114,187.44
Equipment Replacement	\$116,308.99
Self-Insurance Liability Fund	\$182,526.14
Worker's Comp. Ins. Fund	\$121,601.79
Compensated Absences Fund	(\$32,311.41)
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$5,852,416.79</u>

The Emergency Reserve Fund Balance is \$1,262,205.54 (not included above).



 Jamie Goldstein, City Manager

6/03/2016

 Date

Attachment: 06-03-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83695	05/31/2016	Open			DEPARTMENT OF HOUSING AND COMMUNITY DEV (HCD)	\$25.00
	Invoice		Date	Description		Amount
	HCD-Freymuth		02/11/2016	Statement to Encumber Freymuth 1351 - CDBG Program Income		\$25.00
83696	06/03/2016	Open			ACCELA INC	\$1,080.00
	Invoice		Date	Description		Amount
	INV-ACC19874		05/23/2016	Monthly legislative management software 2211 - ISF - Information Technology		\$1,080.00
83697	06/03/2016	Open			AFLAC	\$1,164.22
	Invoice		Date	Description		Amount
	406054		05/31/2016	May supplemental insurance 1001 - Payroll Payables		\$1,164.22
83698	06/03/2016	Open			ANDREW DALLY	\$311.06
	Invoice		Date	Description		Amount
	Dally053116		05/18/2016	SBSLI training in San Diego		\$311.06
83699	06/03/2016	Open			AT&T/CALNET 2	\$1,733.86
	Invoice		Date	Description		Amount
	0008073898		05/13/2016	Monthly telephone service & T-1 access 1000 - General Fund \$1,426.85 2211 - ISF - Information Technolo \$307.01		\$1,733.86
83700	06/03/2016	Open			B & B SMALL ENGINE REPAIR	\$173.64
	Invoice		Date	Description		Amount
	350690		05/25/2016	Service Stihl FS110R trimmer		\$173.64
83701	06/03/2016	Open			BAY AREA BARRICADE SERVICE INC.	\$1,529.60
	Invoice		Date	Description		Amount
	0336876-IN		05/16/2016	K-markers & delineators 1310 - Gas Tax Fund		\$1,529.60
83702	06/03/2016	Open			BRUCE E STANTON ESQ TRUSTEE	\$49,350.00
	Invoice		Date	Description		Amount
	Stanton060116		06/01/2016	Pac Cove resident relocation settlement 1420 - Pac Cove Lease Financing		\$49,350.00
83703	06/03/2016	Open			CA DEPARTMENT OF JUSTICE	\$32.00
	Invoice		Date	Description		Amount
	162440		05/04/2016	April finger printing		\$32.00
83704	06/03/2016	Open			CADILLAC DESIGNS INC.	\$265.00
	Invoice		Date	Description		Amount
	5948		05/25/2016	museum banners		\$265.00
83705	06/03/2016	Open			CALE AMERICA INC.	\$125.00
	Invoice		Date	Description		Amount
	140551		05/25/2016	Service to pay station		\$125.00

Attachment: 06-03-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83706	06/03/2016	Open			CALIFORNIA COAST UNIFORM COMPANY	\$26.00
	Invoice		Date	Description		Amount
	5161		05/10/2016	Uniform tailoring		\$26.00
83707	06/03/2016	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,694.75
	Invoice		Date	Description		Amount
	POA052716		05/27/2016	POA and gym dues PPE 05-21-16 1001 - Payroll Payables		\$1,694.75
83708	06/03/2016	Open			ED MORRISON	\$3,360.00
	Invoice		Date	Description		Amount
	#11		06/01/2016	May public works contract inspections		\$3,360.00
83709	06/03/2016	Open			EMERGENCY VEHICLE SPECIALISTS INC	\$4,674.01
	Invoice		Date	Description		Amount
	5503		05/25/2016	Toyota Camry CIU customizations 1300 - SLESF - Supl Law Enfc		\$4,674.01
83710	06/03/2016	Open			ENVIRONMENTAL INNOVATIONS	\$600.00
	Invoice		Date	Description		Amount
	1496		05/09/2016	Stormwater consulting - mobile washers permit compliance		\$600.00
83711	06/03/2016	Open			EVANS, KRAIG	\$292.22
	Invoice		Date	Description		Amount
	Evans052016		05/20/2016	Sexual assault training - Evans		\$292.22
83712	06/03/2016	Open			FEDERAL EXPRESS	\$48.44
	Invoice		Date	Description		Amount
	5-423-05956		05/20/2016	Brochure to printer		\$48.44
83713	06/03/2016	Open			FLYERS ENERGY LLC	\$2,841.45
	Invoice		Date	Description		Amount
	16-261648		05/26/2016	367 gallons diesel		\$945.85
	16-262576		05/27/2016	469 gallons ethanol		\$1,517.34
	16-262577		05/27/2016	145 gallons diesel		\$378.26
83714	06/03/2016	Open			GARDAWORLD	\$173.42
	Invoice		Date	Description		Amount
	10211264		06/01/2016	June armored transportation service		\$173.42
83715	06/03/2016	Open			GARDEN HAVEN NURSERY	\$92.55
	Invoice		Date	Description		Amount
	00026876		05/26/2016	Palm tree		\$92.55
83716	06/03/2016	Open			GILBARCO INC.	\$13.39
	Invoice		Date	Description		Amount
	05598248		04/06/2016	Tax on fleet & fuel management software 2211 - ISF - Information Technology		\$13.39

Attachment: 06-03-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83717	06/03/2016	Open			GRANITE ROCK COMPANY	\$508.1
	Invoice		Date	Description		Amount
	961986		05/21/2016	Concrete - flume & radar signs		\$281.93
	962534		05/21/2016	3/4" base rock & plaster sand		\$226.84
83718	06/03/2016	Open			GREEN LINE	\$724.0
	Invoice		Date	Description		Amount
	64563		05/18/2016	Pump village drywells		\$724.00
83719	06/03/2016	Open			HOLLISTER HONDA	\$21,253.1
	Invoice		Date	Description		Amount
	ST5678		05/25/2016	2016 Polaris Gem car model L16G4GALA 1300 - SLESF - Supl Law Enfc		\$21,253.13
83720	06/03/2016	Open			ICMA RETIREMENT TRUST 457	\$22,010.8
	Invoice		Date	Description		Amount
	41182915		05/27/2016	457 contributions PPE 05-21-16 1001 - Payroll Payables		\$22,010.83
83721	06/03/2016	Open			KATHY D'ANGELO	\$350.0
	Invoice		Date	Description		Amount
	000V-05022016		05/26/2016	Shoot and edit Clarke interview		\$350.00
83722	06/03/2016	Open			LABORMAX STAFFING	\$3,616.4
	Invoice		Date	Description		Amount
	26-61843		05/27/2016	Seasonal labor & lagoon labor		\$3,616.44
83723	06/03/2016	Open			LIFE INSURANCE CO OF NORTH AMERICA-CIGNA	\$2,237.6
	Invoice		Date	Description		Amount
	CIGNA052716		05/27/2016	May LTD, STD, AD&D, life insurance 1000 - General Fund (\$1.70) 1001 - Payroll Payables		\$2,237.64
83724	06/03/2016	Open			LIUNA PENSION FUND	\$686.4
	Invoice		Date	Description		Amount
	CJ4034		05/27/2016	LIUNA Pension Dues PPE 05-21-16 1001 - Payroll Payables		\$686.40
83725	06/03/2016	Open			METRO MOBILE COMMUNICATIONS	\$964.5
	Invoice		Date	Description		Amount
	38030		05/27/2016	Helmet wireless headset, installation labor		\$964.56
83726	06/03/2016	Open			NEW PIG	\$622.8
	Invoice		Date	Description		Amount
	4720145-00		05/26/2016	Absorbent boom and pads		\$622.82
83727	06/03/2016	Open			NICHOLS CONSULTING ENGINEERS CHTD	\$23,070.0
	Invoice		Date	Description		Amount
	303055507		05/24/2016	Pavement management program design plans 1200 - Capital Improvement Fund		\$23,070.00

Attachment: 06-03-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83728	06/03/2016	Open			OUTDOOR WORLD INC.	\$162.32
	Invoice		Date	Description		Amount
	32435		05/13/2016	Pants for Tom Dixon		\$162.32
83729	06/03/2016	Open			PALACE OFFICE SUPPLIES	\$541.11
	Invoice		Date	Description		Amount
	372249-0		05/23/2016	Office supplies		\$106.94
	372698-0		05/25/2016	Office supplies		\$93.31
	373164-0		05/27/2016	envelopes, sanitizer, staples, correction tape, paper		\$307.63
	373175-0		05/27/2016	paper		\$33.36
				1000 - General Fund	\$200.25	
				2210 - ISF - Stores Fund	\$340.99	
83730	06/03/2016	Open			PETERSON CATERPILLAR	\$385.30
	Invoice		Date	Description		Amount
	PC080144956		05/13/2016	Radio		\$385.30
83731	06/03/2016	Open			PITNEY BOWES	\$3,296.44
	Invoice		Date	Description		Amount
	PB051916		05/19/2016	April and May postage and supplies		\$3,296.44
				2210 - ISF - Stores Fund		
83732	06/03/2016	Open			PLATINUM TINTING	\$60.00
	Invoice		Date	Description		Amount
	854331		05/25/2016	New Camry window tint		\$60.00
				1300 - SLESF - Supl Law Enfc		
83733	06/03/2016	Open			PREFERRED BENEFIT INSURANCE ADMIN.	\$6,229.90
	Invoice		Date	Description		Amount
	EIA17651		06/01/2016	June dental and vision insurance		\$6,229.90
				1001 - Payroll Payables		
83734	06/03/2016	Open			PRINTWORX	\$1,607.11
	Invoice		Date	Description		Amount
	0022597-IN		05/23/2016	twilight concert flyers		\$1,607.11
83735	06/03/2016	Open			ROBERT SEELEY & ASSOCIATES	\$160.00
	Invoice		Date	Description		Amount
	2016-018		05/23/2016	January - March parking citation hearings		\$160.00
83736	06/03/2016	Open			SANTA CRUZ COUNTY SANITATION DISTRICT	\$150.00
	Invoice		Date	Description		Amount
	SCC052416		05/24/2016	Special discharge permit renewal & 15/16 sewer service charge		\$150.00
83737	06/03/2016	Open			SANTA CRUZ MUNICIPAL UTILITIES	\$879.03
	Invoice		Date	Description		Amount
	SCMU051216		05/12/2016	Monthly water service for medians		\$879.03

Attachment: 06-03-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amou
83738	06/03/2016	Open			SERVPRO OF SANTA CRUZ	\$442.1
	Invoice		Date	Description		Amount
	4540		05/23/2016	Biohazard cleanup squad cars #82, #91, #111		\$299.32
	4416		05/20/2016	Biohazard cleanup squad car #141		\$143.18
83739	06/03/2016	Open			SOQUEL NURSERY GROWERS INC.	\$166.1
	Invoice		Date	Description		Amount
	331980		05/26/2016	Plants - Esplanade		\$166.09
83740	06/03/2016	Open			SPECTRUM BUSINESS	\$3,064.1
	Invoice		Date	Description		Amount
	SB051916		05/19/2016	Monthly internet service		\$3,064.62
				1000 - General Fund	\$1,153.27	
				2211 - ISF - Information Technolo	\$1,911.35	
83741	06/03/2016	Open			SPORT ABOUT GRAPHICS	\$984.1
	Invoice		Date	Description		Amount
	7270		05/30/2016	Junior guard instructor clothing		\$984.64
83742	06/03/2016	Open			STEPFORD INC	\$5,155.1
	Invoice		Date	Description		Amount
	1601467		05/20/2016	July contract IT services		\$5,000.00
	1601435		05/20/2016	April IT contract overage hours		\$155.00
				2211 - ISF - Information Technology		
83743	06/03/2016	Open			T MOBILE	\$3,373.1
	Invoice		Date	Description		Amount
	Tmobile053116		05/31/2016	May cell phone charges		\$3,373.81
83744	06/03/2016	Open			THE CLEANING MACHINE INC.	\$2,680.1
	Invoice		Date	Description		Amount
	6051		05/24/2016	Sidewalk cleaning		\$2,680.00
83745	06/03/2016	Open			THE PIN CENTER	\$704.1
	Invoice		Date	Description		Amount
	0516078		05/17/2016	Lapel pins		\$704.50
83746	06/03/2016	Open			UNITED WAY OF SANTA CRUZ COUNTY	\$50.1
	Invoice		Date	Description		Amount
	UW052716		05/27/2016	United Way contributions PPE 05-21-16		\$50.00
				1001 - Payroll Payables		
83747	06/03/2016	Open			UPEC LIUNA LOCAL 792	\$554.1
	Invoice		Date	Description		Amount
	UPEC052716		05/27/2016	UPEC Dues 05-21-16		\$554.25
				1001 - Payroll Payables		
83748	06/03/2016	Open			US BANK PARS	\$332.1
	Invoice		Date	Description		Amount
	PARS052716		05/27/2016	PARS contributions PPE 05-21-16		\$332.76
				1001 - Payroll Payables		

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City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83749	06/03/2016	Open			WATSONVILLE BLUEPRINT	\$45.00
	Invoice		Date	Description		Amount
	61421		05/27/2016	prints		\$25.51
	61436		05/27/2016	prints		\$19.55
83750	06/03/2016	Open			ZUMAR INDUSTRIES INC.	\$225.00
	Invoice		Date	Description		Amount
	0165047		05/26/2016	Signs		\$225.08
				1310 - Gas Tax Fund		
83751	06/03/2016	Open			Dianne Bermingham	\$66.00
	Invoice		Date	Description		Amount
	2002569.002		05/25/2016	Class refund		\$66.00
83752	06/03/2016	Open			Heidi Sussman	\$855.00
	Invoice		Date	Description		Amount
	Sussman060216		05/25/2016	Title 22 training for Jr. Guard instructors		\$855.00
Type Check Totals:						\$177,820.00

EFT

274	06/01/2016	Open			CalPERS Member Services Division	\$46,356.52
	Invoice		Date	Description		Amount
	PERS053116		06/01/2016	PERS contributions 5/27/16 pay date		\$46,356.52
				1000 - General Fund (\$0.18)		
				1001 - Payroll Payables		\$46,356.70
275	05/31/2016	Reconciled	05/31/2016		EMPLOYMENT DEVELOPMENT DEPT	\$12,588.94
	Invoice		Date	Description		Amount
	0-129-458-816		05/31/2016	State tax deposit PPE 05-21-16		\$12,588.94
				1001 - Payroll Payables		
276	05/31/2016	Reconciled	05/31/2016		INTERNAL REVENUE SERVICE	\$44,293.02
	Invoice		Date	Description		Amount
	270655275005855		05/31/2016	Federal taxes and Medicare PPE 05-21-16		\$44,293.02
				1001 - Payroll Payables		
277	05/31/2016	Reconciled	05/31/2016		STATE DISBURSEMENT UNIT	\$1,117.84
	Invoice		Date	Description		Amount
	86SC7IF6658		05/31/2016	Garnishments PPE 05-21-16		\$1,117.84
				1001-1000.000 (Cash Operating)		
278	05/31/2016	Reconciled	05/31/2016		CalPERS Health Insurance	\$56,531.16
	Invoice		Date	Description		Amount
	1000705803		05/31/2016	June health insurance		\$56,531.16
				1000 - General Fund		\$2,849.24
				1001 - Payroll Payables		\$53,681.92
Type EFT Totals:						\$160,887.40

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City Checks Issued 06/03/2016

Check #	Invoice #	Status	Invoice	Description	Payee Name	Transaction
			Date			Amount

CITY - Main City Totals

			Counts:	Totals
Checks			58	\$177,820.8
EFTs			5	\$160,887.4
All			63	\$338,708.2

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Accounts payable checks dated 6/10/16, numbered 83753 to 83824, totaling \$618,387.04, plus 26 payroll checks and 103 payroll efts totaling \$152,676.00, for a total disbursement of \$771,063.04, have been reviewed and authorized for distribution by the City Manager.

As of 6/10/2016 the unaudited cash balance is \$5,418,936.62.

CASH POSITION - CITY OF CAPITOLA 06/10/2016

	<u>Net Balance</u>
General Fund	\$179,595.95
Payroll Payables	\$143,713.83
Contingency Reserve Fund	\$1,893,345.66
PERS Contingency Fund	\$300,000.00
Facilities Reserve Fund	\$229,870.00
Capital Improvement Fund	\$2,158,045.89
Stores Fund	\$11,763.34
Information Technology Fund	\$114,476.44
Equipment Replacement	\$116,308.99
Self Insurance Liability Fund	\$182,526.14
Worker's Comp. Ins. Fund	\$121,601.79
Compensated Absences Fund	<u>(\$32,311.41)</u>
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$5,418,936.62</u>

The Emergency Reserve Fund Balance is \$1,262,205.54 (not included above).



 Jamie Goldstein, City Manager

6/10/2016

 Date

City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amou
83753	06/06/2016	Open			OLD REPUBLIC TITLE	\$127,535.
	Invoice		Date	Description		Amount
	ORT060116		06/01/2016	Dunaway-Cabrillo #37 - Escrow #0715018875-MG 1350 - CDBG Grants		\$127,535.67
83754	06/10/2016	Open			ADVOCACY INC.	\$3,765.
	Invoice		Date	Description		Amount
	Advocacy060116		06/01/2016	Community Grants June 2016		\$3,765.00
83755	06/10/2016	Open			ALLSAFE LOCK COMPANY	\$47.
	Invoice		Date	Description		Amount
	48415		06/06/2016	Keys		\$47.24
83756	06/10/2016	Open			ANIMAL CARE EQUIPMENT & SERVICES, LLC	\$676.
	Invoice		Date	Description		Amount
	44619		05/26/2016	Catch and release, thermometer for pets left in cars		\$676.76
83757	06/10/2016	Open			ARCHIVES & ARCHITECTURE LLC	\$750.
	Invoice		Date	Description		Amount
	051816		05/18/2016	driveway addition 221 Monterey Ave - standards review		\$750.00
83758	06/10/2016	Open			ARTS COUNCIL OF SANTA CRUZ COUNTY	\$489.
	Invoice		Date	Description		Amount
	ACSCC060116		06/01/2016	Community Grants June 2016		\$489.00
83759	06/10/2016	Open			BIG BROTHERS BIG SISTERS OF SC COUNTY	\$1,415.
	Invoice		Date	Description		Amount
	BBBS060116		06/01/2016	Community Grants June 2016		\$1,415.00
83760	06/10/2016	Open			BILL TASHNICK	\$33.
	Invoice		Date	Description		Amount
	tashnick60316		06/03/2016	Softball Officials		\$33.00
83761	06/10/2016	Open			CA DEPARTMENT OF JUSTICE	\$66.
	Invoice		Date	Description		Amount
	167920		06/03/2016	Police officer Live scan charge		\$66.00
83762	06/10/2016	Open			CABRILLO COLLEGE STROKE CENTER	\$3,514.
	Invoice		Date	Description		Amount
	CCSC060116		06/01/2016	Community Grants June 2016		\$3,514.00
83763	06/10/2016	Open			CALE AMERICA INC.	\$2,134.
	Invoice		Date	Description		Amount
	140813		05/31/2016	pay station card reader		\$423.17
	140620		05/31/2016	May active meters		\$1,711.00
83764	06/10/2016	Open			CALIFORNIA GREY BEARS INC.	\$7,287.
	Invoice		Date	Description		Amount
	CGB060116		06/01/2016	Community Grants June 2016		\$7,287.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83765	06/10/2016	Open			CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	\$80.00
	Invoice		Date	Description		Amount
	169590		06/06/2016	CSMFO summer event - M. Welch		\$40.00
	169578		06/03/2016	CSMFO summer event M. Sullivan		\$40.00
83766	06/10/2016	Open			CAMPUS KIDS CONNECTION INC.	\$8,666.00
	Invoice		Date	Description		Amount
	CKC060116		06/01/2016	Community Grants June 2016		\$8,666.00
83767	06/10/2016	Open			CASA OF SANTA CRUZ COUNTY	\$1,554.00
	Invoice		Date	Description		Amount
	CSCC060116		06/01/2016	Community Grants June 2016		\$1,554.00
83768	06/10/2016	Open			CENTRAL COAST CENTER FOR INDEPENDENT LIVING	\$4,949.00
	Invoice		Date	Description		Amount
	CCCIL060116		06/01/2016	Community Grants June 2016		\$4,949.00
83769	06/10/2016	Open			CLASSIFIED SOUND	\$2,400.00
	Invoice		Date	Description		Amount
	June2016		06/08/2016	twilight concert sound engineer payment 1 of 3		\$2,400.00
83770	06/10/2016	Open			COASTAL WATERSHED COUNCIL	\$1,990.89
	Invoice		Date	Description		Amount
	1496		06/07/2016	Urban Watch Services November 2015 - May 2016		\$1,990.89
83771	06/10/2016	Open			COMMUNITY ACTION BOARD	\$676.00
	Invoice		Date	Description		Amount
	CAB060116		06/01/2016	Community Grants June 2016		\$676.00
83772	06/10/2016	Open			COMMUNITY BRIDGES	\$55,551.00
	Invoice		Date	Description		Amount
	CB060116		06/01/2016	Community Grants June 2016		\$55,551.00
83773	06/10/2016	Open			COMPANION FOR LIFE	\$2,570.00
	Invoice		Date	Description		Amount
	CFL060116		06/01/2016	Community Grants June 2016		\$2,570.00
83774	06/10/2016	Open			COMPLETE MAILING SERVICE INC	\$1,165.48
	Invoice		Date	Description		Amount
	67116		05/13/2016	Recreation mailing services		\$1,165.48
83775	06/10/2016	Open			CONFLICT RESOLUTION CENTER OF SANTA CRUZ	\$1,576.00
	Invoice		Date	Description		Amount
	CRSSCC060116		06/01/2016	Community Grants June 2016		\$1,576.00
83776	06/10/2016	Open			DIENTES COMMUNITY DENTAL CARE	\$688.00
	Invoice		Date	Description		Amount
	DCDC060116		06/01/2016	Community Grants June 2016		\$688.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amou
83777	06/10/2016	Open			DONALD W ALLEY	\$5,692.1
	Invoice		Date	Description		Amount
	616-01		06/08/2016	Fish & Wildlife Monitoring of Soquel Creek Year 2 of 3 FY 15/16		\$5,692.76
83778	06/10/2016	Open			EARTHWORKS PAVING CONTRACTORS INC	\$299,690.0
	Invoice		Date	Description		Amount
	1985		06/07/2016	Construction work per contract		\$299,690.00
83779	06/10/2016	Open			ENCOMPASS COMMUNITY SERVICES	\$7,301.0
	Invoice		Date	Description		Amount
	Encompass060116		06/01/2016	Community Grants June 2016		\$7,301.00
83780	06/10/2016	Open			ESCALANTE, RUDY	\$401.9
	Invoice		Date	Description		Amount
	escalante053116		05/31/2016	Ca Police Chief's Association Legislative Day		\$401.90
83781	06/10/2016	Open			EVANS, KRAIG	\$42.2
	Invoice		Date	Description		Amount
	Evans052016-2		05/20/2016	POST training reimbursement		\$42.22
83782	06/10/2016	Open			FAMILIES IN TRANSITION	\$1,236.0
	Invoice		Date	Description		Amount
	FIT060116		06/01/2016	Community Grants June 2016		\$1,236.00
83783	06/10/2016	Open			FAMILY SERVICE AGENCY OF THE CENTRAL COAST	\$5,764.0
	Invoice		Date	Description		Amount
	FSACC060116		06/01/2016	Community Grants June 2016		\$5,764.00
83784	06/10/2016	Open			FLYERS ENERGY LLC	\$43.4
	Invoice		Date	Description		Amount
	cfs-1236512		05/19/2016	Captain training		\$43.48
83785	06/10/2016	Open			FRED C. BEYERS	\$231.0
	Invoice		Date	Description		Amount
	beyers060316		06/03/2016	Softball Officials		\$231.00
83786	06/10/2016	Open			GEORGE McMENAMIN	\$625.0
	Invoice		Date	Description		Amount
	48		06/08/2016	Riparian Restoration 15/16		\$625.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83787	06/10/2016	Open			HOME DEPOT CREDIT SERVICES	\$998.00
	Invoice		Date	Description		Amount
	8012688		05/10/2016	Wharf paystation concrete		\$29.77
	9590092		05/09/2016	pliers set, fiber discs		\$79.07
	2584869		05/16/2016	Wood screws and microwave		\$87.31
	5020845		05/23/2016	Rakes - lagoon		\$194.72
	2013670		05/16/2016	lumber, paint brushes, urethane oil		\$61.55
	2565021		05/26/2016	Urethane and brushes		\$35.37
	0020054		05/18/2016	Tarp, square, pipe		\$87.01
	3014761		05/25/2016	Flume supplies		\$104.82
	9582503		04/29/2016	Machine screws and blinds		\$100.51
	5011738		05/03/2016	Punch		\$11.86
	5133723		05/03/2016	Return - blind		(\$75.32)
	7590378		05/11/2016	Level		\$21.62
	1040743		06/06/2016	Camp Supplies & Pop-up Tents		\$259.74
83788	06/10/2016	Open			HOMELESS SERVICE CENTER OF SANTA CRUZ COUNTY	\$1,314.00
	Invoice		Date	Description		Amount
	HSCSCC060116		06/01/2016	Community Grants June 2016 - Paul Lee Loft Shelter		\$1,314.00
83789	06/10/2016	Open			HOSPICE of SANTA CRUZ COUNTY	\$788.00
	Invoice		Date	Description		Amount
	HSCC060116		06/01/2016	Community Grants June 2016		\$788.00
83790	06/10/2016	Open			MESITI-MILLER ENGINEERING INC	\$1,338.00
	Invoice		Date	Description		Amount
	0516053		05/31/2016	Hooper's Beach Stair Engineering Assessment		\$1,338.00
83791	06/10/2016	Open			MID COUNTY AUTO SUPPLY	\$1,687.50
	Invoice		Date	Description		Amount
	463736		05/16/2016	Ford F250 starter		\$196.19
	464096		05/18/2016	diesel kleen		\$23.82
	464339		05/20/2016	Ford F250 starter		\$196.19
	464224		05/19/2016	utility cart		\$195.65
	464178		05/19/2016	Ford spark plugs, ignition coils		\$338.54
	464261		05/19/2016	Coils (8)		\$630.75
	464189		05/19/2016	socket		\$3.27
	464190		05/19/2016	socket, silicone paste		\$25.76
	464845		05/24/2016	Super clean, armorall		\$21.43
	459457		04/08/2016	Carb cleaner		\$55.99

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83792	06/10/2016	Open			MISSION LINEN SUPPLY	\$734.5
	Invoice		Date	Description		Amount
	502450181		05/09/2016	Mission Linen rugs		\$63.65
	502420341		05/04/2016	Linen service		\$69.35
	502465560		05/11/2016	linen service		\$31.80
	502420340		05/04/2016	linen service		\$31.80
	502465561		05/11/2016	Linen, mat & towel service		\$96.99
	502461601		05/11/2016	Coveralls		\$6.00
	502513148		05/18/2016	Linen, towel service		\$74.52
	502492066		05/16/2016	Mat cleaning for PD		\$45.39
	502402301		05/02/2016	PD mat cleaning		\$45.39
	502559572		05/25/2016	Linen, mat, towel service		\$96.99
	502513147		05/18/2016	linen service		\$31.80
	502559571		05/25/2016	linen service		\$31.80
	502537307		05/23/2016	Mats & Mops Community Center		\$63.65
	502586485		05/30/2016	Mat service to PD 5/30/16		\$45.39
83793	06/10/2016	Open			MONARCH SERVICES	\$1,862.0
	Invoice		Date	Description		Amount
	MS060116		06/01/2016	Community Grants June 2016		\$1,862.00
83794	06/10/2016	Open			NATIVE ANIMAL RESCUE	\$588.0
	Invoice		Date	Description		Amount
	NAR060116		06/01/2016	Community Grants June 2016		\$588.00
83795	06/10/2016	Open			O'NEILL SEA ODYSSEY	\$1,443.0
	Invoice		Date	Description		Amount
	OSO060116		06/01/2016	Community Grants June 2016		\$1,443.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83796	06/10/2016	Open			ORCHARD SUPPLY HARDWARE	\$911.1
	Invoice		Date	Description		Amount
	048468		04/29/2016	Brooms		\$30.97
	066589		05/03/2016	Tape		\$26.83
	034126		05/05/2016	Drill bits, saw		\$62.26
	049849		05/06/2016	hex pack, peg hooks		\$38.68
	040730		05/10/2016	wire stripper, straight blade, power receptacle		\$76.93
	056795		05/11/2016	hex head, adjustable wrench, folding knife		\$61.95
	041235		05/05/2016	Lag screws and washers		\$25.49
	152966		05/12/2016	Wharf plumbing supplies		\$42.90
	023687		05/13/2016	Supplies		\$10.32
	041422		05/13/2016	Batteries, painting supplies		\$94.38
	068082		05/15/2016	Graffiti supplies		\$9.07
	024370		05/16/2016	Plumbing supplies		\$22.88
	024418		05/17/2016	Gloves - Lance		\$15.49
	058130		05/18/2016	Hammer, paint		\$21.82
	042721		05/18/2016	Wire crimps		\$22.39
	059131		05/23/2016	Faucet wrench		\$9.29
	044304		05/27/2016	Supplies for car show		\$71.21
	042786		05/18/2016	Recreation supplies		\$17.55
	042172		05/16/2016	Graffiti supplies - paint		\$23.93
	025942		05/25/2016	Paint		\$26.84
	039496		05/25/2016	Bench staining supplies		\$47.99
	030256		05/28/2016	Lifeguard tower repair hardware		\$106.51
	26028		05/25/2016	Cable ties		\$14.44
	26415		05/27/2016	Flashlight - Jessie		\$30.97
				1000 - General Fund	\$868.19	
				1311 - Wharf Fund	\$42.90	
83797	06/10/2016	Open			PACIFIC CREST ENGINEERING INC.	\$3,900.1
	Invoice		Date	Description		Amount
	2856		05/31/2016	Geotechnical Investigation Esplanade Park Retaining Wall		\$3,900.00
				1200 - Capital Improvement Fund		
83798	06/10/2016	Open			PACIFIC VETERINARY SPECIALISTS INC.	\$183.1
	Invoice		Date	Description		Amount
	453750		06/03/2016	16c-01148		\$183.80
83799	06/10/2016	Open			PALACE OFFICE SUPPLIES	\$31.1
	Invoice		Date	Description		Amount
	9273229-0		05/27/2016	Supplies		\$31.66
83800	06/10/2016	Open			PARENTS CENTER OF SANTA CRUZ	\$2,686.1
	Invoice		Date	Description		Amount
	PCSC060116		06/01/2016	Community Grants June 2016		\$2,686.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83801	06/10/2016	Open			SAN LORENZO LUMBER	\$673.5
	Invoice		Date	Description		Amount
	55-0172217		05/11/2016	Library gate supplies		\$97.95
	55-0173560		05/17/2016	Wood and stakes		\$89.39
	55-0173568		05/17/2016	Masonary supplies		\$76.95
	55-0173714		05/17/2016	Threaded rod, nut		\$10.88
	63-0160910		05/19/2016	Clear plastic rolls		\$433.37
	55-0174716		05/20/2016	RETURN clear plastic roll		(\$221.91)
	55-0174726		05/20/2016	Tools - Cooper		\$40.98
	55-0175783		05/25/2016	Tree stakes - beach		\$145.90
83802	06/10/2016	Open			SANTA CRUZ COUNTY INFORMATION SERVICES	\$521.9
	Invoice		Date	Description		Amount
	SCC053116		05/31/2016	Open Query service		\$521.99
83803	06/10/2016	Open			SANTA CRUZ TODDLER CARE CENTER	\$612.0
	Invoice		Date	Description		Amount
	SCTCC060116		06/01/2016	Community Grants June 2016		\$612.00
83804	06/10/2016	Open			SAVE OUR SHORES	\$1,051.0
	Invoice		Date	Description		Amount
	SOS060116		06/01/2016	Community Grants June 2016		\$1,051.00
83805	06/10/2016	Open			SECOND HARVEST FOOD BANK	\$5,125.0
	Invoice		Date	Description		Amount
	SHFB060116		06/01/2016	Community Grants June 2016		\$5,125.00
83806	06/10/2016	Open			SENIOR CITIZENS LEGAL SERVICES	\$5,082.0
	Invoice		Date	Description		Amount
	SCLS060116		06/01/2016	Community Grants June 2016		\$5,082.00
83807	06/10/2016	Open			SENIOR NETWORK SERVICES INC.	\$1,257.0
	Invoice		Date	Description		Amount
	SNS060116		06/01/2016	Community Grants June 2016		\$1,257.00
83808	06/10/2016	Open			SENIORS COUNCIL OF SC COUNTY	\$1,685.0
	Invoice		Date	Description		Amount
	SCSCC060116		06/01/2016	Community Grants June 2016 - Project Scout		\$1,685.00
83809	06/10/2016	Open			SOQUEL CREEK WATER DISTRICT	\$71.7
	Invoice		Date	Description		Amount
	053415-000		05/31/2016	McGregor skate park water usage		\$71.72
83810	06/10/2016	Open			SOUTH BAY REGIONAL TRAINING	\$450.0
	Invoice		Date	Description		Amount
	98144		06/02/2016	Officer Sandretti firearm class		\$450.00
83811	06/10/2016	Open			SPADE'S ARMORY	\$180.0
	Invoice		Date	Description		Amount
	0076		04/21/2016	Replace trigger of firearm		\$180.00

Attachment: 06-10-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83812	06/10/2016	Open			STAPLES ADVANTAGE	\$136.7
	Invoice		Date	Description		Amount
	8039471777		05/28/2016	office supplies		\$136.75
83813	06/10/2016	Open			THE DIVERSITY CENTER	\$526.0
	Invoice		Date	Description		Amount
	TDC060116		06/01/2016	Community Grants June 2016		\$526.00
83814	06/10/2016	Open			TOYOTA OF SANTA CRUZ	\$22,654.6
	Invoice		Date	Description		Amount
	74715		04/27/2016	Toyota Camry for PD 1300 - SLESF - Supl Law		\$22,654.68
83815	06/10/2016	Open			UNITED PARCEL SERVICE	\$12.9
	Invoice		Date	Description		Amount
	0000954791226		05/28/2016	shipping		\$7.00
	0000954791236		06/04/2016	Shipping		\$5.90
83816	06/10/2016	Open			UNITED WAY OF SANTA CRUZ COUNTY	\$3,172.0
	Invoice		Date	Description		Amount
	UW060116		06/01/2016	Community Grants June 2016		\$3,172.00
83817	06/10/2016	Open			VISTA CENTER FOR THE BLIND	\$931.0
	Invoice		Date	Description		Amount
	VCB060116		06/01/2016	Community Grants June 2016		\$931.00
83818	06/10/2016	Open			VOLUNTEER CENTERS OF SC COUNTY	\$1,576.0
	Invoice		Date	Description		Amount
	VCSCC060116		06/01/2016	Community Grants June 2016		\$1,576.00
83819	06/10/2016	Open			WESTERN PACIFIC SIGNAL LLC	\$1,546.4
	Invoice		Date	Description		Amount
	22089		05/13/2016	Signal pole 1200 - Capital Improvement Fund		\$1,546.43
83820	06/10/2016	Open			WHEELCHAIRS OF SAN MATEO & TECH	\$180.0
	Invoice		Date	Description		Amount
	00009407		05/11/2016	Service to Ben Irao's chair		\$180.00
83821	06/10/2016	Open			James Duffy	\$118.8
	Invoice		Date	Description		Amount
	2002593.002		06/02/2016	Class refund		\$118.80
83822	06/10/2016	Open			Joan Lowden	\$400.0
	Invoice		Date	Description		Amount
	061216		05/21/2016	sunday art and music entertainment 6/12/16		\$400.00
83823	06/10/2016	Open			Sign Authority	\$1,265.0
	Invoice		Date	Description		Amount
	SA060316		06/03/2016	Ozzie dog park signs 1040 - Donations		\$1,265.00

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City Checks Issued 06/10/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83824	06/10/2016	Open			Stan Rushworth	\$86.0
	Invoice		Date	Description		Amount
	Rushworth060216		06/02/2016	refund cites		\$86.00

Type Check Totals: \$618,387.0

CITY - Main City Totals	Counts:	Total:
Checks	72	\$618,387.0
EFTs	0	\$0.0
All	72	\$618,387.0

WELLS - Payroll Totals		
Checks	26	\$5,603.9
EFTs	103	\$147,072.0
All	129	\$152,676.0

Grand Totals:		
Checks	98	\$623,991.0
EFTs	103	\$147,072.0
All	201	\$771,063.0

Attachment: 06-10-16 City Check Register (1287 : Approval of City Check Registers)

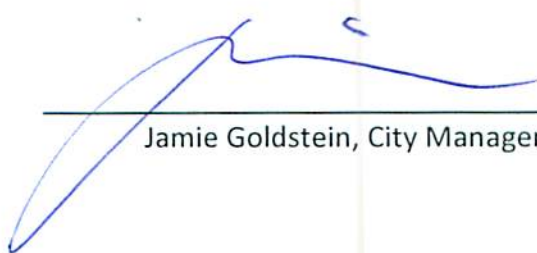
Accounts payable checks dated 06/17/2016, numbered 83825 to 83910, totaling \$283,274.53, plus 5 efts totaling \$80,278.78, for a total disbursement of \$363,553.31, have been reviewed and authorized for distribution by the City Manager.

As of 06/17/2016 the unaudited cash balance is \$5,216,773.62.

CASH POSITION - CITY OF CAPITOLA 06/17/2016

	<u>Net Balance</u>
General Fund	(\$2,792.93)
Payroll Payables	\$45,584.47
Contingency Reserve Fund	\$1,893,345.66
PERS Contingency Fund	\$300,000.00
Facilities Reserve Fund	\$229,870.00
Capital Improvement Fund	\$2,002,430.19
Stores Fund	\$25,795.11
Information Technology Fund	\$138,671.76
Equipment Replacement	\$131,308.99
Self Insurance Liability Fund	\$267,019.99
Worker's Comp. Ins. Fund	\$217,851.79
Compensated Absences Fund	(\$32,311.41)
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$5,216,773.62</u>

The Emergency Reserve Fund Balance is \$1,262,205.54 (not included above).



Jamie Goldstein, City Manager

06/17/2016

Date

City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83825	06/10/2016	Open			The URBAN EXPLORER, Inc.	\$4,600.00
	Invoice		Date	Description		Amount
	EV-Capitola-007		04/28/2016	annual software licensing and website hosting May 2016-May 2017		\$4,600.00
83826	06/17/2016	Open			A TOOL SHED	\$190.00
	Invoice		Date	Description		Amount
	1124082-5		05/31/2016	Blower rental		\$190.00
83827	06/17/2016	Open			ABACHERLI FENCE CO.	\$250.00
	Invoice		Date	Description		Amount
	5858		06/06/2016	Esplanade fence		\$250.00
83828	06/17/2016	Open			ADT SECURITY SERVICES INC.	\$128.20
	Invoice		Date	Description		Amount
	5282016		05/28/2016	Corp. yard alarm service		\$128.23
83829	06/17/2016	Open			ANDERSON PACIFIC ENGINEERING	\$155,615.70
	Invoice		Date	Description		Amount
	1604-02		06/02/2016	Stockton Ave. & Esplanade intersection improvements 1200 - Capital Improvement Fund		\$155,615.70
83830	06/17/2016	Open			APTOS LANDSCAPE SUPPLY INC.	\$339.00
	Invoice		Date	Description		Amount
	419619		05/23/2016	Top soil		\$181.86
	420981		06/07/2016	Playground sand		\$157.16
83831	06/17/2016	Open			AT&T	\$9.20
	Invoice		Date	Description		Amount
	ATT060116		06/01/2016	monthly telephone charges		\$9.23
				1000 - General Fund	\$4.53	
				2211 - ISF - Information Technology	\$4.70	
83832	06/17/2016	Open			BEN NOBLE URBAN AND REGIONAL PLANNING	\$2,251.00
	Invoice		Date	Description		Amount
	1091		06/02/2016	May zoning code update meetings and review 1313 - General Plan Update and Maint		\$2,251.00
83833	06/17/2016	Open			BIOBAG AMERICAS INC.	\$1,515.74
	Invoice		Date	Description		Amount
	441720		06/08/2016	Dog Waste bags		\$1,515.74
83834	06/17/2016	Open			CA DEPARTMENT OF JUSTICE	\$32.00
	Invoice		Date	Description		Amount
	169510		06/03/2016	May fingerprinting		\$32.00
83835	06/17/2016	Open			CALIFORNIA COAST UNIFORM COMPANY	\$74.98
	Invoice		Date	Description		Amount
	5236		06/03/2016	Radio holder for Weagle		\$74.98

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City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83836	06/17/2016	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,694.7
	Invoice		Date	Description		Amount
	POA061016		06/10/2016	POA and gym dues PPE 06-04-16 1001 - Payroll Payables		\$1,694.75
83837	06/17/2016	Open			CLASSIC VAPOR CLEANERS	\$510.9
	Invoice		Date	Description		Amount
	Vapor060216		06/02/2016	uniform cleaning		\$510.93
83838	06/17/2016	Open			CLEAN BUILDING MAINTENANCE CO.	\$3,759.6
	Invoice		Date	Description		Amount
	16157		05/31/2016	Monthly Facility Cleaning Fees		\$3,759.63
				1000 - General Fund	\$3,494.13	
				1311 - Wharf Fund	\$265.50	
83839	06/17/2016	Open			CLIFF SLOMA	\$860.0
	Invoice		Date	Description		Amount
	Sloma051916		05/19/2016	FBI NA LEEDS training		\$860.04
83840	06/17/2016	Open			COASTAL WATERSHED COUNCIL	\$849.6
	Invoice		Date	Description		Amount
	1498		05/31/2016	NPDES Public Education & Outreach 15/16		\$849.60
83841	06/17/2016	Open			COMMUNITY ACTION BOARD	\$7,458.0
	Invoice		Date	Description		Amount
	CAB052516		05/25/2016	April housing assistance reimbursement claim 5552 - Cap Hsg Succ- Program Income		\$7,458.09
83842	06/17/2016	Open			COMMUNITY TELEVISION OF SANTA CRUZ	\$875.0
	Invoice		Date	Description		Amount
	2298		06/06/2016	May televised meetings		\$875.00
83843	06/17/2016	Open			CPS	\$463.1
	Invoice		Date	Description		Amount
	SOP41806		06/03/2016	law enforcement recruitment tests		\$463.10
83844	06/17/2016	Open			CRYSTAL SPRINGS WATER CO.	\$216.0
	Invoice		Date	Description		Amount
	CSW053116		05/31/2016	Monthly Drinking Water		\$216.00
83845	06/17/2016	Open			CVS PHARMACY INC.	\$147.7
	Invoice		Date	Description		Amount
	trn#5771		06/10/2016	JG Supplies		\$147.74
83846	06/17/2016	Open			CYNTHIA LARSON	\$400.0
	Invoice		Date	Description		Amount
	7thWave070316		06/07/2016	7th Wave - art and music at the beach		\$400.00

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City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83847	06/17/2016	Open			D & G SANITATION	\$1,129.7
	Invoice		Date	Description		Amount
	231398		05/31/2016	Esplanade fencing		\$54.25
	231399		05/31/2016	Wharf portable toilets		\$737.41
	231400		05/31/2016	Lower Pac Cove portable toilets		\$338.09
				1000 - General Fund	\$392.34	
				1311 - Wharf Fund	\$737.41	
83848	06/17/2016	Open			eFolder Systems	\$125.0
	Invoice		Date	Description		Amount
	INV00058938		05/31/2016	May app assure storage		\$125.00
				2211 - ISF - Information Technology		
83849	06/17/2016	Open			FARWEST NURSERY	\$68.8
	Invoice		Date	Description		Amount
	54559		06/13/2016	Plants		\$68.87
83850	06/17/2016	Open			FASTENAL COMPANY	\$894.1
	Invoice		Date	Description		Amount
	CASAT37262		05/26/2016	Oil booms		\$770.77
	CASAT37355		06/03/2016	Hardware		\$123.33
83851	06/17/2016	Open			FIRST ALARM SECURITY & PATROL INC.	\$1,231.8
	Invoice		Date	Description		Amount
	510477		05/31/2016	McGregor skate park security		\$1,231.80
83852	06/17/2016	Open			FLYERS ENERGY LLC	\$4,048.6
	Invoice		Date	Description		Amount
	16-270046		06/10/2016	105 gallons diesel		\$287.54
	16-270045		06/10/2016	447 gallons ethanol		\$1,492.56
	16-266726		06/03/2016	324 gallons ethanol		\$1,050.54
	16-266728		06/03/2016	190 gallons diesel		\$493.30
	16-265485		06/02/2016	251 gallons diesel		\$676.87
	16-265486		06/02/2016	hose		\$47.81
83853	06/17/2016	Open			FOLD A GOAL	\$1,039.3
	Invoice		Date	Description		Amount
	114724A		06/08/2016	Field marking paint		\$1,039.35
83854	06/17/2016	Open			GRANITE ROCK COMPANY	\$209.9
	Invoice		Date	Description		Amount
	963163		05/31/2016	3/8" cal gold rock		\$114.76
	963485		05/31/2016	Fieldstone moss rocks		\$95.16
83855	06/17/2016	Open			GRAPPLERS INC.	\$479.7
	Invoice		Date	Description		Amount
	15102		06/01/2016	Grapplers Model 233-33"		\$479.76

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City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83856	06/17/2016	Open			HOUSING AUTHORITY OF THE COUNTY OF	\$2,875.00
	Invoice		Date	Description		Amount
	16-11CDBG		06/02/2016	May housing rehab/homeownership assistance 1350 - CDBG Grants		\$2,875.00
83857	06/17/2016	Open			HUMBOLDT PETROLEUM LLC	\$52.00
	Invoice		Date	Description		Amount
	085576		05/31/2016	vehicle cleaning		\$52.00
83858	06/17/2016	Open			HYDROSCIENCE ENGINEERS INC.	\$100.00
	Invoice		Date	Description		Amount
	331009001		06/06/2016	1575 38th Avenue Stormwater Review		\$100.00
83859	06/17/2016	Open			ICMA RETIREMENT TRUST 457	\$16,170.00
	Invoice		Date	Description		Amount
	41191185		06/10/2016	457 contributions PPE 06-04-16 1001 - Payroll Payables		\$16,170.02
83860	06/17/2016	Open			INNOVATIVE PRODUCTIONS INC.	\$1,400.00
	Invoice		Date	Description		Amount
	13133		05/09/2016	twilight concert performers Big City Revue		\$1,400.00
83861	06/17/2016	Open			INTERSTATE BATTERY SYSTEMS OF SAN JOSE	\$243.49
	Invoice		Date	Description		Amount
	50257155		06/06/2016	batteries (2)		\$243.49
83862	06/17/2016	Open			JIM CLARK	\$112.00
	Invoice		Date	Description		Amount
	61316		06/13/2016	Backflow tests		\$112.00
83863	06/17/2016	Open			KBA Docusys Inc.	\$36.45
	Invoice		Date	Description		Amount
	INV441085		06/02/2016	Rec center copier usage		\$36.45
83864	06/17/2016	Open			KIMLEY-HORN AND ASSOCIATES INC.	\$850.00
	Invoice		Date	Description		Amount
	7436565		04/30/2016	#15-188 Mercantile Center peer review		\$850.00
83865	06/17/2016	Open			KINGS PAINT AND PAPER INC.	\$144.16
	Invoice		Date	Description		Amount
	A0235643		05/26/2016	Teak oil		\$144.16
83866	06/17/2016	Open			LABORMAX STAFFING	\$3,840.50
	Invoice		Date	Description		Amount
	26-62147		06/03/2016	Seasonal labor		\$1,853.65
	26-62443		06/10/2016	Seasonal labor		\$1,986.92
83867	06/17/2016	Open			LANGUAGE LINE SERVICES INC	\$7.52
	Invoice		Date	Description		Amount
	3848869		05/31/2016	translation services		\$7.52

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City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83868	06/17/2016	Open			LESLIE FELLOWS	\$1,870.00
	Invoice		Date	Description		Amount
	Fellows061016		06/10/2016	program coordinator payment		\$1,870.00
83869	06/17/2016	Open			MACKAY METERS INC	\$137.61
	Invoice		Date	Description		Amount
	1044379		05/31/2016	monthly meter and credit card transaction fees		\$137.61
83870	06/17/2016	Open			MARQUART MUSEUM CONSULTING	\$885.00
	Invoice		Date	Description		Amount
	05-02-20160607		06/07/2016	May museum archiving		\$885.00
83871	06/17/2016	Open			METROPOLITAN TRANSPORTATION COMMISSION	\$1,500.00
	Invoice		Date	Description		Amount
	4926-AR9960		03/08/2016	StreetSaver annual subscription renewal		\$1,500.00
83872	06/17/2016	Open			MILLER'S TRANSFER & STORAGE CO.	\$330.00
	Invoice		Date	Description		Amount
	87907		06/05/2016	Monthly record storage and warehouse handling		\$330.00
83873	06/17/2016	Open			MISSION PRINTERS	\$442.42
	Invoice		Date	Description		Amount
	53137		06/07/2016	City regular and window envelopes (4,000) 2210 - ISF - Stores Fund		\$442.42
83874	06/17/2016	Open			NIELS KISLING	\$67.35
	Invoice		Date	Description		Amount
	Kisling060816		06/08/2016	reimbursement for museum promotion		\$67.35
83875	06/17/2016	Open			NORTH BAY FORD	\$42.22
	Invoice		Date	Description		Amount
	255586		05/31/2016	light assembly		\$42.22
83876	06/17/2016	Open			PACIFIC GAS & ELECTRIC	\$14,851.80
	Invoice		Date	Description		Amount
	PGE041316acct0		04/12/2016	Wharf Road Rispin Mansion utilities (climate credit)		(\$17.96)
	PGE051316acct0		05/12/2016	Wharf Road Rispin Mansion utilities		\$9.95
	PGE061416-9		06/14/2016	Monthly utilities		\$14,849.74
	PGE061216-0		06/12/2016	Wharf Road Rispin Mansion utilities		\$10.15
				1000 - General Fund	\$5,042.15	
				1300 - SLESF - Supl Law Enfc	\$173.23	
				1310 - Gas Tax Fund	\$7,274.59	
				1311 - Wharf Fund	\$2,361.91	
83877	06/17/2016	Open			PALACE OFFICE SUPPLIES	\$279.90
	Invoice		Date	Description		Amount
	374474-0		06/08/2016	Supplies		\$114.52
	374503-0		06/09/2016	office supplies		\$44.42
	374392-0		06/08/2016	office supplies		\$90.32
	374479-0		06/08/2016	office supplies		\$12.04
	374527-0		06/08/2016	office supplies		\$18.60

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City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83878	06/17/2016	Open			PAPE MACHINERY	\$2,433.1
	Invoice		Date	Description		Amount
	1830299		05/31/2016	fuel filter repair JD 544H		\$1,592.20
	1830269		05/11/2016	fuel line repair on JD 544H		\$840.98
83879	06/17/2016	Open			PARS	\$122.5
	Invoice		Date	Description		Amount
	34630		06/09/2016	2015 Annual PARS fees		\$122.50
83880	06/17/2016	Open			PEELLE TECHNOLOGIES INC.	\$1,754.7
	Invoice		Date	Description		Amount
	cocp2676		05/31/2016	document prep, scan, index, record, delivery		\$1,754.75
83881	06/17/2016	Open			PLATINUM TINTING	\$180.0
	Invoice		Date	Description		Amount
	861548		06/09/2016	Toyota Camry window tint		\$180.00
83882	06/17/2016	Open			PRAXAIR DISTRIBUTION INC.	\$86.6
	Invoice		Date	Description		Amount
	55206951		05/18/2016	acetylene, oxygen		\$86.63
83883	06/17/2016	Open			PRINTWORX	\$2,509.2
	Invoice		Date	Description		Amount
	22504D-IN		05/05/2016	BIA visitor brochure printing (25,000) 1321 - BIA - Capitola Village-Wharf BIA		\$2,509.24
83884	06/17/2016	Open			ROYAL WHOLESALE ELECTRIC	\$81.5
	Invoice		Date	Description		Amount
	7719-604663		06/02/2016	Cable		\$7.78
	7719-604826		06/08/2016	Electrical supplies		\$11.13
	7719-604861		06/09/2016	Electrical tape		\$41.65
	7719-604864		06/09/2016	Electrical supplies - CPD cameras		\$20.98
83885	06/17/2016	Open			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$9,633.0
	Invoice		Date	Description		Amount
	SCC053116		05/31/2016	May citation processing		\$9,633.00
83886	06/17/2016	Open			SANTA CRUZ COUNTY OFFICE OF EDUCATION	\$30.0
	Invoice		Date	Description		Amount
	16464		06/03/2016	Fingerprinting		\$30.00
83887	06/17/2016	Open			SANTA CRUZ SENTINEL	\$294.4
	Invoice		Date	Description		Amount
	0000973861		05/31/2016	planning commission legal notice		\$294.45
83888	06/17/2016	Open			SIGN WAVE	\$129.9
	Invoice		Date	Description		Amount
	2793		05/27/2016	McGregor skate park signs		\$129.90

Attachment: 06-17-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83889	06/17/2016	Open			SINGING WOOD MARIMBA	\$400.00
	Invoice		Date	Description		Amount
	SEM060716		06/07/2016	Singing wood marimba - art and music at the beach		\$400.00
83890	06/17/2016	Open			SOQUEL CREEK WATER DISTRICT	\$9,552.86
	Invoice		Date	Description		Amount
	SCWD052316		05/23/2016	Monthly water usage and irrigation fees		\$9,552.86
				1000 - General Fund	\$9,097.25	
				1311 - Wharf Fund	\$455.61	
83891	06/17/2016	Open			SOQUEL NURSERY GROWERS INC.	\$16.98
	Invoice		Date	Description		Amount
	332107		06/02/2016	Plants		\$16.98
83892	06/17/2016	Open			STEPFORD INC	\$94.29
	Invoice		Date	Description		Amount
	1601545		06/06/2016	computer memory		\$94.29
				2211 - ISF - Information Technology		
83893	06/17/2016	Open			STRELOW CONSULTING	\$1,501.13
	Invoice		Date	Description		Amount
	051603		05/23/2016	Monterey skate park EIR, attend meetings, staff consultation		\$1,501.13
83894	06/17/2016	Open			SUPPLYWORKS	\$2,752.16
	Invoice		Date	Description		Amount
	367871365		05/24/2016	Cleaning supplies		\$2,752.16
83895	06/17/2016	Open			T&T PAVEMENT MARKINGS	\$400.63
	Invoice		Date	Description		Amount
	2016391		06/09/2016	Posts		\$400.63
				1310 - Gas Tax Fund		
83896	06/17/2016	Open			THE EXPENDABLES LLC	\$1,000.00
	Invoice		Date	Description		Amount
	1003		04/30/2016	twilight concert performance		\$1,000.00
83897	06/17/2016	Open			TOM HELD	\$825.00
	Invoice		Date	Description		Amount
	Held060916		06/09/2016	Education reimbursement - Held		\$825.00
83898	06/17/2016	Open			TYLER TECHNOLOGIES	\$2,367.40
	Invoice		Date	Description		Amount
	050075		06/01/2016	HR payroll analytics prorated 6/1/16-4/30/17		\$182.00
	049788		05/02/2016	New World HR Analytics		\$2,180.00
	050130		05/31/2016	travel time for HR analytics training		\$5.40
				1000 - General Fund	\$5.40	
				2211 - ISF - Information Technology	\$2,362.00	

Attachment: 06-17-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83899	06/17/2016	Open			US BANK PARS	\$486.05
	Invoice		Date	Description		Amount
	PARS061016		06/10/2016	PARS contributions PPE 06-04-16 1001 - Payroll Payables		\$486.05
83900	06/17/2016	Open			WATTS MASONRY INC.	\$226.00
	Invoice		Date	Description		Amount
	6132016		06/13/2016	Esplanade planter repair		\$226.00
83901	06/17/2016	Open			WESTERN EXTERMINATOR COMPANY	\$104.00
	Invoice		Date	Description		Amount
	4166364		05/31/2016	City Hall - rodent control		\$52.00
	4155213		05/31/2016	Turnouts - rodent control		\$52.00
83902	06/17/2016	Open			ZEP SALES & SERVICE	\$526.40
	Invoice		Date	Description		Amount
	9002261061		05/20/2016	Cleaning supplies		\$526.40
83903	06/17/2016	Open			ZOEY ZAWACKI	\$456.72
	Invoice		Date	Description		Amount
	Zawacki061516		06/15/2016	Reimbursement for junior guards pop up tents		\$456.72
83904	06/17/2016	Open			Aimee Edwards	\$2,691.50
	Invoice		Date	Description		Amount
	16-015		06/14/2016	refund 16-015 1501 41st Ave CUP Orange Fitness		\$2,691.50
83905	06/17/2016	Open			Anchor West	\$500.00
	Invoice		Date	Description		Amount
	AW060916		06/09/2016	Tree deposit refund 15-060 815 Balboa		\$500.00
83906	06/17/2016	Open			Craig Curtis	\$500.00
	Invoice		Date	Description		Amount
	Curtis060716		06/07/2016	Tree deposit refund 16-020 250 Washburn ave.		\$500.00
83907	06/17/2016	Open			Kathy Acosta	\$500.00
	Invoice		Date	Description		Amount
	Acosta061016		06/10/2016	Tree deposit refund 16-103 203 Oakland Ave.		\$500.00
83908	06/17/2016	Open			Monica Rodriguez	\$1,631.15
	Invoice		Date	Description		Amount
	Rodriguez061016		06/10/2016	Rodriguez settlement 2213 - ISF - Self-Insurance Liability		\$1,631.15
83909	06/17/2016	Open			Ryan Cook	\$1,715.53
	Invoice		Date	Description		Amount
	Cook061516		06/15/2016	REFUND building department fees		\$1,715.53
				1000 - General Fund	\$1,219.57	
				1313 - General Plan Update and Maint	\$435.60	
				1317 - Technology Fee Fund	\$60.36	

Attachment: 06-17-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/17/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83910	06/17/2016	Open			Terry Grove	\$66.00
	Invoice		Date	Description		Amount
	2002601.002		06/07/2016	Class refund		\$66.00

Type Check Totals:

\$283,274.5

EFT

281	06/13/2016	Open			STATE DISBURSEMENT UNIT	\$1,117.84
	Invoice		Date	Description		Amount
	JT84R886657		06/13/2016	Garnishment PPE 06-04-16		\$1,117.84
				1001 - Payroll Payables		
282	06/14/2016	Open			INTERNAL REVENUE SERVICE	\$25,934.38
	Invoice		Date	Description		Amount
	270656602994708		06/14/2016	Federal taxes & Medicare PPE 06-04-16		\$25,934.38
				1001 - Payroll Payables		
283	06/14/2016	Open			EMPLOYMENT DEVELOPMENT DEPT	\$6,255.34
	Invoice		Date	Description		Amount
	0-288-764-544		06/14/2016	State tax deposit PPE 06-04-16		\$6,255.34
				1001 - Payroll Payables		
284	06/15/2016	Open			CalPERS Member Services Division	\$46,470.77
	Invoice		Date	Description		Amount
	1000713309-12		06/15/2016	PERS contributions PPE 06-04-16		\$46,470.77
				1000 - General Fund	(\$0.21)	
				1001 - Payroll Payables	\$46,470.98	
285	06/13/2016	Open			WELLS FARGO BANK	\$500.45
	Invoice		Date	Description		Amount
	WF061316		06/13/2016	June client analysis service charges		\$500.45

Type EFT Totals:

\$80,278.7

Attachment: 06-17-16 City Check Register (1287 : Approval of City Check Registers)

CITY - Main City	Counts:	Total:
Checks	85	\$283,274.5
EFTs	5	\$80,278.7
All	90	\$363,553.3


Accounts payable checks dated 06/24/2016, numbered 83911 to 83948, totaling \$464,202.75, plus 1 accounts payable eft totaling \$42.00, 25 payroll checks totaling \$14,452.11, and 108 payroll efts totaling \$176,069.62, for a total disbursement of \$640,314.37 have been reviewed and authorized for distribution by the City Manager.

As of 06/24/2016 the unaudited cash balance is \$5,703,348.36.

CASH POSITION - CITY OF CAPITOLA 06/24/2016

	<u>Net Balance</u>
General Fund	\$476,752.11
Payroll Payables	\$167,375.59
Contingency Reserve Fund	\$1,893,345.66
PERS Contingency Fund	\$300,000.00
Facilities Reserve Fund	\$229,870.00
Capital Improvement Fund	\$1,890,367.94
Stores Fund	\$25,038.77
Information Technology Fund	\$137,629.92
Equipment Replacement	\$131,308.99
Self Insurance Liability Fund	\$266,119.00
Worker's Comp. Ins. Fund	\$217,851.79
Compensated Absences Fund	(\$32,311.41)
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$5,703,348.36</u>

The Emergency Reserve Fund Balance is \$1,262,205.54 (not included above).



 Jamie Goldstein, City Manager

06/24/2016

 Date

City Checks Issued 06/24/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83911	06/20/2016	Open			STRONG'S MOBILE HOME SERVICE	\$3,642.00
	Invoice		Date	Description		Amount
	10241		06/01/2016	CDBG - Taylor rehab grant 1350 - CDBG Grants		\$3,642.00
83912	06/21/2016	Open			WELLS FARGO BANK	\$17,184.26
	Invoice		Date	Description		Amount
	WF060216		06/02/2016	Monthly credit card purchases		\$17,184.26
				Purchase items over \$500 threshold:		
				camera system for PD and City Hall	\$6,412.37	
				hearing protection for range	\$1,210.00	
				volunteer dinner	\$5,100.33	
				2016 building code manual	\$2,401.58	
				bricks	\$621.90	
				1000 - General Fund	\$10,187.08	
				1300 - SLESF - Supl Law Enfc	\$6,412.37	
				1313 - General Plan Update and Maint	\$26.00	
				1315 - Public Art Fee Fund	\$383.02	
				2210 - ISF - Stores Fund	\$24.95	
				2211 - ISF - Information Technology	\$150.84	
83913	06/24/2016	Open			ADAMS ASHBY GROUP INC	\$640.00
	Invoice		Date	Description		Amount
	1736		06/01/2016	May CDBG general admin. 1350 - CDBG Grants		\$640.00
83914	06/24/2016	Open			ALLSAFE LOCK COMPANY	\$233.00
	Invoice		Date	Description		Amount
	48309		04/21/2016	remove broken key and adjust		\$59.00
	48316		04/26/2016	fabricated repair of handle, bolts, and door		\$104.00
	48336		05/09/2016	remove broken key from server, 2 keys		\$70.00
83915	06/24/2016	Open			AMY FERRASCI-HARP	\$495.00
	Invoice		Date	Description		Amount
	60		06/07/2016	BIA website maintenance & outreach 1321 - BIA - Capitola Village-Wharf BIA		\$495.00
83916	06/24/2016	Open			ATCHISON BARISONE CONDOTTI & KOVACEVICH	\$22,669.76
	Invoice		Date	Description		Amount
	ABC061616		06/16/2016	May legal services		\$22,669.76
83917	06/24/2016	Open			AUTOMATION TEST ASSOCIATES	\$40.00
	Invoice		Date	Description		Amount
	43768		06/22/2016	Wharf utility meter reading 1311 - Wharf Fund		\$40.00
83918	06/24/2016	Open			BARBIC ROOFING	\$340.00
	Invoice		Date	Description		Amount
	61316		06/13/2016	Installed roof at McGregor skate park 1040 - Donations		\$340.00

Attachment: 06-24-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/24/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83919	06/24/2016	Open			BEAR ELECTRICAL SOLUTIONS INC.	\$1,504.00
	Invoice		Date	Description		Amount
	3454		05/31/2016	May traffic signal maintenance - routine		\$616.00
	3455		05/31/2016	May traffic signal maintenance - response		\$888.00
				1310 - Gas Tax Fund		
83920	06/24/2016	Open			BILL TASHNICK	\$66.00
	Invoice		Date	Description		Amount
	Tashnick061716		06/17/2016	Softball Officials 6/6-6/17/16		\$66.00
83921	06/24/2016	Open			CA SOCIETY OF MUNICIPAL FINANCE OFFICERS	\$75.00
	Invoice		Date	Description		Amount
	169725		06/21/2016	Intro to government accounting - M. Herlihy		\$75.00
83922	06/24/2016	Open			CAROLYN FLYNN	\$3,018.75
	Invoice		Date	Description		Amount
	CBF5-2016		05/31/2016	May affordable housing program management and contract amendment		\$3,018.75
83923	06/24/2016	Open			COMMUNITY ACTION BOARD	\$1,038.00
	Invoice		Date	Description		Amount
	CAB061716		06/17/2016	May emergency housing assistance program		\$1,038.00
				5552 - Cap Hsg Succ- Program Income		
83924	06/24/2016	Open			CVS PHARMACY INC.	\$66.58
	Invoice		Date	Description		Amount
	6147		06/21/2016	Supplies		\$66.58
83925	06/24/2016	Open			DAVID SCOTT COBABE	\$1,859.40
	Invoice		Date	Description		Amount
	Cobabe062116		06/21/2016	Summer 1 Instructor Payment 2016		\$1,859.40
83926	06/24/2016	Open			EARTHWORKS PAVING CONTRACTORS INC	\$54,378.00
	Invoice		Date	Description		Amount
	1984		05/31/2016	McGregor Park progress payment		\$54,378.00
				1200 - Capital Improvement Fund		
83927	06/24/2016	Open			ELEVATOR SERVICE COMPANY INC.	\$165.00
	Invoice		Date	Description		Amount
	8312		06/01/2016	Quarterly lube and inspection		\$165.00
83928	06/24/2016	Open			FLYERS ENERGY LLC	\$2,196.77
	Invoice		Date	Description		Amount
	16-274226		06/17/2016	140 gallons diesel		\$383.94
	16-274225		06/17/2016	375 gallons ethanol		\$1,253.37
	16-273450		06/16/2016	hydraulic oil		\$559.43
83929	06/24/2016	Open			FRED C. BEYERS	\$198.00
	Invoice		Date	Description		Amount
	Beyers061716		06/17/2016	Softball Officials 6/6-6/17/16		\$198.00

Attachment: 06-24-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/24/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83930	06/24/2016	Open			GENE BREGMAN & ASSOCIATES	\$12,000.00
	Invoice		Date	Description		Amount
	GBA061616		06/16/2016	Community survey development		\$12,000.00
83931	06/24/2016	Open			GEORGE McMENAMIN	\$3,293.61
	Invoice		Date	Description		Amount
	49		06/17/2016	Riparian Restoration 15/16		\$3,293.61
83932	06/24/2016	Open			HOSE SHOP	\$242.70
	Invoice		Date	Description		Amount
	388207		06/16/2016	hose assemblies, adapters and fittings 1310 - Gas Tax Fund		\$242.70
83933	06/24/2016	Open			KBA Docusys Inc.	\$901.00
	Invoice		Date	Description		Amount
	INV440635		06/01/2016	May Kyocera TA 6551CI overage charges		\$803.92
	INV440634		06/01/2016	Copier overage charges		\$97.08
				1000 - General Fund	(\$0.15)	
				2211 - ISF - Information Technology	\$2,237.79	
83934	06/24/2016	Open			LIFE INSURANCE CO OF NORTH AMERICA-CIGNA	\$2,237.64
	Invoice		Date	Description		Amount
	CIGNA062116		06/01/2016	June LTD/STD/AD&D/Life insurance		\$2,237.64
				1000 - General Fund	(\$0.15)	
				1001 - Payroll Payables	\$2,237.79	
83935	06/24/2016	Open			MONTEREY BAY AREA SELF INSURANCE AUTHOR	\$900.99
	Invoice		Date	Description		Amount
	MBASIA053116		05/31/2016	Liability claim		\$900.99
				2213 - ISF - Self-Insurance Liability		
83936	06/24/2016	Open			MRWPCA	\$380.00
	Invoice		Date	Description		Amount
	11415		06/14/2016	Annual storm water public service announcements		\$380.00
83937	06/24/2016	Open			PALACE OFFICE SUPPLIES	\$274.70
	Invoice		Date	Description		Amount
	374883-0		06/13/2016	Folders, batteries, notebooks, paper		\$202.14
	375733-0		06/17/2016	Certificates, binder clips, pens		\$72.60
				2210 - ISF - Stores Fund		
83938	06/24/2016	Open			PAPE MACHINERY	\$161.70
	Invoice		Date	Description		Amount
	9971561		06/08/2016	antenna		\$47.26
	9998042		06/16/2016	fuel filters		\$114.51
83939	06/24/2016	Open			PITNEY BOWES	\$146.81
	Invoice		Date	Description		Amount
	1000797500		06/08/2016	Recreation quarterly postage meter service		\$146.81

Attachment: 06-24-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/24/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83940	06/24/2016	Open			PUBLIC PARKING ASSOCIATES	\$18,817.6
	Invoice		Date	Description		Amount
	2016-079		06/17/2016	Parking meters (22), housing, mounting assembly, installation 1316 - Parking Reserve Fund		\$18,817.64
83941	06/24/2016	Open			THE DON CHAPIN CO INC	\$257,684.2
	Invoice		Date	Description		Amount
	216051*02		05/20/2016	38th Ave. reconstruction progress payment #2 1200 - Capital Improvement Fund		\$257,684.25
83942	06/24/2016	Open			THE VETERANS OF FOREIGN WARS	\$291.8
	Invoice		Date	Description		Amount
	49310496		06/17/2016	Flags for 4th of July		\$291.85
83943	06/24/2016	Open			UNITED STATES POSTAL SERVICE	\$920.0
	Invoice		Date	Description		Amount
	3902		06/17/2016	Bulk permit 7013 - postage		\$920.00
83944	06/24/2016	Open			US BANCORP EQUIPMENT FINANCE INC.	\$839.5
	Invoice		Date	Description		Amount
	306340803		06/03/2016	Copier leases for City Hall, PD, Recreation 1000 - General Fund 2210 - ISF - Stores Fund	\$382.89 \$456.65	\$839.54
83945	06/24/2016	Open			Gordon Hunt	\$585.0
	Invoice		Date	Description		Amount
	Hunt062016		05/20/2016	Refund for vacation rental use application & BL (outside TRO) 1000 - General Fund 1317 - Technology Fee Fund	\$585.00 \$560.00 \$25.00	\$585.00
83946	06/24/2016	Open			Mark C. Williams	\$500.0
	Invoice		Date	Description		Amount
	14-112		06/07/2016	Tree permit refund		\$500.00
83947	06/24/2016	Open			CalPERS Fiscal Services Division	\$54,165.7
	Invoice		Date	Description		Amount
	CERBT FY15-16		06/23/2016	FY15-16 OPEB contributions 1430 - OPEB Trust Fund		\$54,165.72
83948	06/24/2016	Open			SANTA CRUZ COUNTY-CLERK OF THE BOARD	\$50.0
	Invoice		Date	Description		Amount
	NOD-MontSktePark		06/24/2016	Monterey skate park notice of determination #15-068		\$50.00
Type Check Totals:						\$464,202.7
<u>EFT</u>						
286	06/22/2016	Open			STATE BOARD OF EQUALIZATION	\$42.0
	Invoice		Date	Description		Amount
	BOE062116		06/22/2016	Sales tax on grapplers (24)		\$42.00
Type EFT Totals:						\$42.0

Attachment: 06-24-16 City Check Register (1287 : Approval of City Check Registers)

City Checks Issued 06/24/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
CITY - Main City Totals					Counts:	Totals:
Checks					38	\$464,202.7
EFTs					1	\$42.0
All					39	\$464,244.7
WELLS - Payroll Totals						
Checks					25	\$14,452.1
EFTs					108	\$161,617.5
All					133	\$176,069.6
Grand Totals:						
Checks					63	\$478,654.8
EFTs					109	\$161,659.5
All					172	\$640,314.3

Attachment: 06-24-16 City Check Register (1287 : Approval of City Check Registers)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Deny Liability Claim of Chad Geraci for an Undetermined Amount

RECOMMENDED ACTION: Deny liability claim.

DISCUSSION: The following claimant has filed a liability claim against the City of Capitola:

1. Chad Geraci: Undetermined amount

Report Prepared By: Liz Nichols
Executive Assistant to the City Manager

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/14/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Capitola Police Department

SUBJECT: Authorize the City to Surplus Two City Vehicles and One Motorcycle

RECOMMENDED ACTION: Approve the following:

1. Authorize the Public Works Department to surplus the following vehicles:
 - Marked police vehicle, fleet number 082 (2008 Ford Crown Victoria VIN# 2FAFP71V48X139317), that is scheduled to come off line this fiscal year; and
 - GEM Electric Vehicle (VIN# 5ASAK27412F023950 License # B35240) which is no longer operational.
2. Authorize sale of the 2002 Suzuki 400 motorcycle (VIN# J515K43A300101985) to the University of California Santa Cruz, Police Department in the amount of \$2,000.00.

BACKGROUND: In order to assure proper response times, preserve our efficiency levels, ensure officer safety, and maintain a professional appearance, the Police Department works with the Public Works Department to replace police vehicles as needed. Currently, a marked Ford Crown Victoria police vehicle (VIN# 2FAFP71V48X139317), that is eight years old, has over 101,500 miles and is scheduled to be replaced this fiscal year. This vehicle has been used for police patrol purposes in the City. This vehicle has recurring mechanical problems, which makes it expensive to maintain and unreliable for use.

The GEM electric vehicle was donated to the Recreation Department from national Recreation and Parks Association and was used for working on the fields at Jade Street Park. It has been inoperable for the past two summer seasons after several attempted repairs by the City's mechanic. A new vehicle for Recreation was included in the current budget but has not yet been purchased.

Due to the lack of use, mechanical upkeep, service costs and labor maintenance, the Police Department is no longer in need of a 2002 Suzuki 400 motorcycle. The University of California, Santa Cruz (UCSC) Police Department has expressed interest and has offered the current market value rate of \$2,000.00 to purchase the motorcycle.

FISCAL IMPACT: Profits from the sale of this equipment will be placed into the Equipment Replacement Internal Service Fund for the purchase of future equipment.

Report Prepared By: Rudy Escalante
Police Chief

Surplus Equipment
July 28, 2016

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/21/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Public Works Department

SUBJECT: Approval of the Rosedale Paving Project Notice of Completion

RECOMMENDED ACTION: Approve and accept the Rosedale Area Paving Project as constructed by the Monterey Peninsula Engineering as complete at a final cost of \$267,412; and authorize the Public Works Department to release the contract retention of \$13,370.60 in 35 days following the recordation of the Notice of Completion.

BACKGROUND: A contract was awarded to Monterey Peninsula Engineering on April 14, 2016, for the construction of the Rosedale Area Paving Project. The original contract was in the amount of \$228,676.50. In addition, the Council authorized and directed the Public Works Director to increase the project to include the portion of Pine Street fronting the Brookvale Terrace Mobile Home Park at an estimated additional cost of \$12,000. The paving project was completed on May 13, 2016, and the final invoices have been submitted by the contractor.

DISCUSSION: The final cost of the project of \$267,412 includes the paving on Pine Street and additional asphalt that was necessary to crown Rosedale Avenue for drainage purposes. A final cost summary for the project is attached.

FISCAL IMPACT: The construction budget for this project was \$276,693. Funding sources included the general fund and \$60,000 from the Santa Cruz County Sanitation District.

ATTACHMENTS:

1. Rosedale Paving Final Cost Summary
2. Rosedale Paving Notice of Completion

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/21/2016

**City of Capitola
Final Cost Summary**

Project: Rosedale Avenue Area Paving

8.F.1

Item No.	Item Description	Unit	Bid Quantity	Actual Final Quantity	Diff	Unit Cost	Final Cost	Difference
1	Mobilization	LS	1	1	-	\$ 5,500	\$ 5,500.00	\$ -
2	Traffic Control	LS	1	1	-	\$ 15,500	\$ 15,500.00	\$ -
3	Changeable Message Signs	EA	2		(2)	\$ 770	\$ -	\$ (1,540)
4	Remove Pavement Markers	LS	1	1	-	\$ 1,700	\$ 1,700.00	\$ -
5	Reset Survey Nail and Painted Cross	EA	1		(1)	\$ 2,200	\$ -	\$ (2,200)
6	Adjust Survey Monument Box to Grade	EA	2	2	-	\$ 640	\$ 1,280.00	\$ -
7	Adjust Water Valve Box to Grade	EA	6	6	-	\$ 460	\$ 2,760.00	\$ -
8	Adjust Blowoff Valve Box to Grade	EA	1	1	-	\$ 460	\$ 460.00	\$ -
9	Adjust Gas Valve Box to Grade	EA	1	1	-	\$ 460	\$ 460.00	\$ -
10	Adjust SSCO Frame & Cover to Grade	EA	2	1	(1)	\$ 490	\$ 490.00	\$ (490)
11	Adjust SSMH Frame & Cover to Grade	EA	8	10	2	\$ 980	\$ 9,800.00	\$ 1,960
12	Adjust SDMH Frame & Cover to Grade	EA	5		(5)	\$ 850	\$ -	\$ (4,250)
13	Install Concrete Cross Gutter	SF	140	140	-	\$ 36	\$ 5,040.00	\$ -
14	Subgrade Preparation	SY	1,586	1,586	-	\$ 5	\$ 7,930.00	\$ -
15	Over-Excavation	CY	40		(40)	\$ 72	\$ -	\$ (2,880)
16	Remove Surfacing and Base (4-Inch Depth) (F)	SY	1,586	2,160	574	\$ 8	\$ 17,280.00	\$ 4,592
17	Hot-Mix Asphalt Pavement Type A (1.5-Inch Overlay)	TON	55	55	-	\$ 128	\$ 7,040.00	\$ -
18	Hot-Mix Asphalt Pavement Type A (2-Inch Overlay)	TON	455	628	173	\$ 127	\$ 79,756.00	\$ 21,971
19	Hot-Mix Asphalt Pavement Type A (4-Inch Overlay)	TON	393	558	165	\$ 132	\$ 73,656.00	\$ 21,780
20	Thermoplastic Traffic Striping - Detail 22	LF	100	250	150	\$ 8	\$ 1,875.00	\$ 1,125
21	Thermoplastic 12" Crosswalk (White or Yellow)	LF	89	234	145	\$ 10	\$ 2,223.00	\$ 1,378
22	Thermoplastic 12" Limit Line (White or Yellow)	LF	18	42	24	\$ 10	\$ 399.00	\$ 228
23	Thermoplastic Pavement Markings (Arrows, Words and Numerals)	SF	44	134	90	\$ 10	\$ 1,273.00	\$ 855
24	Blue Fire Hydrant Pavement Marker	EA	6	4	(2)	\$ 28	\$ 110.00	\$ (55)
25	Pavement Base Repair 4-Inch Depth	SF	50		(50)	\$ 31	\$ -	\$ (1,550)
26	Pavement Base Repair 6-Inch Depth	SF	2,837	3,415	578	\$ 4	\$ 13,660.00	\$ 2,312
27	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth) (F)	SY	3,680	3,680	-	\$ 4	\$ 14,720.00	\$ -
28	Wedge Grind	LF	250	250	-	\$ 5	\$ 1,250.00	\$ -
29	Conform Grind	LF	35	35	-	\$ 30	\$ 1,050.00	\$ -
30	Crack Sealing	LS	1		(1)	\$ 4,500	\$ -	\$ (4,500)
31	Temporary Water Pollutions Control and Erosion Control	LS	1	1	-	\$ 2,200	\$ 2,200.00	\$ -
32	CCO No. 1 - Plum Street Add					\$ 12,000		
							\$ 267,412.00	\$ 26,736

Summary

Original Bid:	\$	240,676.50
Changes:	\$	26,735.50
Final Cost:	\$	267,412.00

Attachment: Rosedale Paving Final Cost Summary (1547 : Rosedale Paving Project Notice of Completion)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Capitola
Public Works Department
Attn: Steven Jesberg
420 Capitola Avenue
Capitola, California 95010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF CAPITOLA.
NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Capitola, owner of the property hereinafter described, whose address is 420 Capitola Avenue, Capitola, California, has caused a work of improvements more particularly described as follows:

PROJECT NAME: Rosedale Area Paving Project

PROJECT DESCRIPTION: Pavement Overlays

to be constructed on property more particularly described as follows:

DESCRIPTION: City of Capitola Streets: Rosedale Avenue, Rosedale Court, Carl Lane, & Alma Court

ADDRESS: N/A

APN: N/A

The work of the improvement was completed by:

CONTRACTOR: Monterey Peninsula Engineering

ADDRESS: 192 Healy Ave., Marina, CA 93933

The work of the improvements was actually completed on the 17th day of June 2016, and accepted by the City Council of said City on the 28th day of July 2016

Signature of City Official: _____

The undersigned certifies that he is an officer of the City of Capitola, that he has read the foregoing Notice of Completion and knows the content thereof; and that the same is true of his own knowledge, except as to those matters which are therein stated on information or belief, and as to those matters that he believes to be true. I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Capitola, County of Santa Cruz, State of California.

Steven E. Jesberg
Director of Public Works
Signed: _____

Date: _____

Attachment: Rosedale Paving Notice of Completion (1547 : Rosedale Paving Project Notice of Completion)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Public Works Department

SUBJECT: Rescind Previously Awarded Contract for Repairs to the Jade Street Tennis Courts and Approve Plans, Specifications, and Estimate for Advertising for Bids

RECOMMENDED ACTION: Take the following actions:

1. Rescind a contract awarded to Vintage Contractors on June 23, 2016, for repairs to the Jade Street Tennis Courts; and
2. Approve plans, specifications, and estimate for advertising for bids for the selected repair alternative of the Plexipave Slipsheet overlay.

BACKGROUND: On June 23, 2016, the City Council awarded a contract to Vintage Contractors, Inc. for repairs to the Jade Street Tennis Courts. This award was made following a solicitation of proposals of various repair alternatives. Vintage Contractors had proposed a repair method called Plexipave Slipsheet Overlay. Based on the costs and benefits of this repair method, Recreation and Public Works staff recommended the award of contract. Subsequent to the contract award, the City was put on notice that the award process did not meet strict adherence to the Public Contracting Code. Specifically, a request for proposals may be used, however, once a proposal has been selected, the project must publicly bid for actual construction.

DISCUSSION: At the advice of the City Attorney, staff is recommending rescission of the contract and has prepared a bid package for advertising the project. The plans and specifications are included as Attachment 1. The estimate for construction is \$115,000.

The schedule for receiving bids will be as follows:

Approval to advertise	July 28, 2016
Bid opening	August 31, 2016
Award of Contract	September 13, 2016
Construction	Mid-October

The construction will be coordinated with the Recreation tennis programs.

FISCAL IMPACT: The project is funded by a \$38,000 donation from the Rudolph F. Monte Foundation and \$75,560 from the General Fund for a project total of \$113,560.

ATTACHMENTS:

1. Jade Street Tennis Court Rehab Plan & Specs

Jade Street Tennis Courts - Contract Recision & Out to Bid
July 28, 2016

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/21/2016

CITY OF CAPITOLA

PROJECT SPECIFICATIONS

FOR

**JADE STREET TENNIS COURT SLIP SHEET
OVERLAY PROJECT**

For use in conjunction with the State of California, Department of Transportation
Standard Specifications dated May 2010, and Standard Plans dated May 2010.

City of Capitola
Department of Public Works
420 Capitola Avenue
Capitola, CA 95010
(408) 475-7300

BIDS OPEN: 11:00 A.M, Wednesday, August 31, 2016



CITY OF CAPITOLA
420 CAPITOLA AVE.
CAPITOLA, CA 95010
(831) 475-7300 Phone
(831) 479-8879 Fax

www.ci.capitola.ca.us

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works of the City of Capitola, California, on or before _____ at the hour of _____ a.m./p.m. in his office at 420 Capitola Avenue, Capitola, California, 95010, for the following work and improvements in and for the City, at which time they will be publicly opened and read:

General work description: Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park.

The estimated cost of construction is \$115,000

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Capitola, in an amount not less than ten percent (10%) of the amount of the bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Defective Materials and Workmanship Bond in an amount equal to ten (10%) percent of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Capitola.

General requirements, plans, specifications and bid forms may be obtained at the office of the Director of Public Works, City Hall, 420 Capitola Avenue, Capitola, California 95010 or by calling (831) 475-7300.

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **"Jade Street Tennis Court Slipsheet Overlay Project"**

If the successful bidder fails, neglects, or refuses for ten (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. After the bids have been opened, no bidder will be allowed to withdraw its bid without forfeiting the bid guaranty, unless permitted to do so by the Director of Public Works.

The Contractor shall possess a current Class A and/or C-12 License at the time of award of the contract.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have fifteen (15) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within fifteen (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within (30) working days.

The City of Capitola, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex or national origin.

Prevailing Rate of Wages: In accordance with the provisions of the California Labor Code, the City Council hereby determines that the general prevailing per diem rate of wages in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of the Labor Code of the State of California, Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

Department of Industrial Relations:

- ☐ No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ☐ No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- ☐ This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

Dated: _____

Steven E. Jesberg
Public Works Director

Attest: Susan Sneddon
City Clerk

DO NOT REMOVE FROM SPECIFICATION PACKET

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA
BID PROPOSAL FOR

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this bid proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

Bidder proposes and agrees, if this bid proposal is accepted, that Bidder will contract with the City of Capitola, Santa Cruz County, California, in the form of the copy of the agreement herein contained, to provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor, and to construct the improvements in conformity with the specifications and drawings and other contract provisions herein contained or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Director of Public Works; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Director of Public Works and based upon the unit prices as set forth in this bid proposal.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids.

The amount to be paid the Contractor shall be the amount of work in each item actually constructed, multiplied by the unit prices set forth as follows:

Contractor's Name: _____

Item No.	Item Description	Units	Unit Price	Quantity	Total
1.			\$ _____		\$ _____
2.			\$ _____		\$ _____
3.			\$ _____		\$ _____
4.			\$ _____		\$ _____
5.			\$ _____		\$ _____
6.			\$ _____		\$ _____
7.			\$ _____		\$ _____
8.			\$ _____		\$ _____
9.			\$ _____		\$ _____
10.			\$ _____		\$ _____

11.			\$		\$
12.			\$		\$
13.			\$		\$
14.			\$		\$
15.			\$		\$
16.			\$		\$
17.			\$		\$
18.			\$		\$
19.			\$		\$
20.			\$		\$
21.			\$		\$
22.			\$		\$
TOTAL					\$
Dollars and					Cents

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids. The lowest bidder will be determined on the basis of the total of the Base Bid items alone. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more item totals in the bid schedule does not equal the total amount bid, the individual item totals shall govern and the corrected sum shall be deemed to be the amount bid.

The undersigned agrees, if this bid proposal is accepted by the City Council and if a contract for the performance of the work is entered into by and between the City of Capitola and the undersigned, to plan the work and prosecute it with such diligence that all of the work shall be completed within THIRTY (30) calendar days after receipt of the Notice to Proceed.

The undersigned further agrees that if this bid proposal is accepted, to sign the agreement and to furnish the required bonds with satisfactory surety or sureties within TEN (10) calendar days after the award of the contract and if the undersigned fails to contract as aforesaid, it shall be understood that the contract has been abandoned and therefore that this bid proposal and the bid guaranty shall be forfeited to and become the property of the City. Otherwise, the bid guaranty accompanying this bid shall be returned to the undersigned.

Dated this _____ day of _____, 20_____.

Signature of Bidder

Bidder's Address

Printed Name of Bidder

City, State, Zip Code

Email Address:

Telephone No.

REQUIRED CONTRACTOR INFORMATION

NOTICE: In the case of a corporation, give below the address of the principal office thereof and the names and addresses of the president, secretary, treasurer and manager:

Tax ID No. or Social Security No. _____

Contractor's License

Classification(s)

No. _____

Expiration date: _____

Classification of workers used on job:

Acknowledgement of Addendum(s): Receipt of the following addendum(s) issued during the time of bidding is acknowledged and the information contained therein has been considered in the preparation of this bid proposal.

Note: Failure to execute the following may be considered as an irregularity in the bid proposal.

Addendum No. (None ____), (1 ____), (2 ____), (3 ____), (4 ____), (5 ____)
Check appropriate space(s).

I certify under penalty of perjury that the representations made herein are true and correct to the best of my knowledge.

 Signature of Bidder

 Printed Name of Bidder

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below what work of similar magnitude or character bidder has done and to give reference that will enable the City Council to judge bidder's experience, skill and business standing and ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

LIST OF PROPOSED SUBCONTRACTORS

List the name and address of each subcontractor who will perform work or labor or render service to the Contractor on the project in an amount in excess of one half of one percent (1/2%) of the total bid; or, if it exceeds \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor.

Work to be Performed	License Number and type	% Of Total Contract	Subcontractor's Name Address & Telephone	Classification of Workers used on job
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: Attach additional sheets if required.

General Contractor shall perform a minimum of 30% of the contract work.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California)
 City of Capitola) ss.
 County of Santa Cruz)

_____, being first duly sworn, deposes and says that he

(Bidder's Name)

or she is _____ of _____

(Title)

(Company)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

 (Signature of Bidder)

(NOTE: Signatures for those executing for the Non-collusion Affidavit must be properly acknowledged.)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, _____

as SURETY, are held and firmly bound unto the CITY OF CAPITOLA, State of California, hereinafter called the CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above-named, submitted by said Principal to the City, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of _____

_____ (\$ _____) DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Capitola, California, on insert bid opening date, for:

JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds: one to guarantee faithful performance, and one to guarantee payment for labor and materials, as required by law; then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein-named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
 _____ day of _____, 20____.

PRINCIPAL: _____ (Seal)

_____ (Seal)

_____ (Seal)

SURETY: _____ (Seal)

_____ (Seal)

_____ (Seal)

ADDRESS

TELEPHONE NUMBER

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

AGREEMENT
JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT

THIS AGREEMENT, made this _____ day of _____, 201____, by and between the City of Capitola, a Municipal Corporation, in Santa Cruz County, California, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, plans and other contract documents, for the work herein described and shown and has approved and adopted these contract documents, specifications and plans and has caused to be published in the manner and for the time required by law, a Notice Inviting Sealed Bids for doing the work in accordance with the terms of this contract, and

WHEREAS, the Contractor in response to said notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of this contract, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid and in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. WORK TO BE DONE:

That the Contractor shall provide all necessary labor, machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence and overhead expenses of whatever nature necessary to construct all of the improvements for the City of Capitola in conformity with the specifications and plans and other contract documents and according to such instructions as may be given by the City of Capitola Director of Public Works or its authorized agent.

ARTICLE II. CONTRACT PRICES:

Except as provided in Section IV B of the Specifications ("Changes and Extra Work"), the City shall pay the Contractor according to the unit prices stated in the bid submitted by the Contractor or the total amount of the contract, whichever is less, which shall include all applicable taxes, for complete performance of the work.

The Contractor hereby agrees to accept such payment as full compensation for all materials and appliances necessary to complete the work; for all loss or damage arising from the work or from action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work; incurred in and in consequence of the suspension or discontinuance of

the work; as hereby specified; for all liability and other insurance; for all fees or royalties or other expenses on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work within Thirty (30) calendar days from the date of the Notice to Proceed; all according to the contract plans and specifications, the details and instructions, and the requirements of the City Council.

ARTICLE III. PARTS OF THE CONTRACT:

That the complete contract document consists of the following:

- | | |
|----------------------------------|----------------------------|
| 1. Notice Inviting Sealed Bids | 2. Hold Harmless Clause |
| 3. Bid Proposal | 4. Performance Bond |
| 5. Non-collusion Affidavit | 6. Labor and Material Bond |
| 7. Bidder's Bond or Bid Guaranty | 8. Specifications |
| 9. Agreement | 10. Insurance Certificates |

In case of any conflict between this Agreement and any other part of the contract, this Agreement shall be binding.

IN WITNESS WHEREOF, the City has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its City Manager and its City Clerk thereunto duly authorized and the Contractor has executed these presents the day and year herein above written.

This Agreement shall be effective at such time as each party is in possession of a copy (i.e. either an original or facsimile) executed by the other party.

SO AGREED,

CITY OF CAPITOLA
A Municipal Corporation

CONTRACTOR:

License No. _____

Tax ID or SSN _____

By: _____

By: _____

Benjamin Goldstein
City Manager

Title: _____

Date: _____

Date: _____

Awarded by the City Council on

By signing above on behalf of the corporation, the individual so signing warrants that he/she has authority to sign this agreement on behalf of the corporation and legally bind the company to all of the obligations contained therein.

ATTEST:

City Clerk

HOLD HARMLESS CLAUSE

WHEREAS, _____, (Contractor), has been awarded a contract with the City of Capitola to perform certain work described as follows:

General work description: Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park.

Contractor hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liabilities of any nature caused by or arising out of Contractor's negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on Contractor in the performance or nonperformance of this agreement.

Dated _____, 20____.

Contractor

By _____

Title _____

Address _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Contractor)

of _____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation/Partnership/Individual)

_____ (Surety)

of _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF CAPITOLA, 420 Capitola Avenue, Capitola, CA 95010, hereinafter called OWNER, in the penal sum of _____ DOLLARS (\$_____) (100% of contract amount), in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of **JADE STREET TENNIS COURT SLIP SHEET OVERLAY PROJECT**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE:

Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

IMPORTANT:

Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

BOND FOR SECURITY OF LABOR AND MATERIALS

WHEREAS, The City Council of the City of Capitola, State of California, and _____
 _____(hereinafter designated as "principal") have entered into an agreement whereby principal
 agrees to install and complete certain designated public improvements, which said agreement, dated
 , 20____, and identified as project **JADE STREET TENNIS COURT SLIP SHEET OVERLAY
 PROJECT**

, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the
 performance of the work, to file a good and sufficient payment bond with the City of Capitola, 420
 Capitola Avenue, Capitola, CA 95010, to secure the claims to which reference is made in Title 15
 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the
 City of Capitola and all contractors, subcontractors, laborers, material men and other persons
 employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of
 Civil Procedure in the sum of _____

_____dollars (\$_____), for materials furnished or
 labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to
 such work or labor, that said surety will pay the same in an amount not exceeding the amount herein
 above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face
 amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees,
 incurred by county (or city) in successfully enforcing such obligation, to be awarded and fixed by the
 court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all
 persons, companies and corporations entitled to file claims under Title 15 (commencing with Section
 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in
 any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void,
 otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to
 the terms of said agreement or the specifications accompanying the same shall in any manner affect
 its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration
 or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above
 named, on _____, 20_____.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Surety (type)

By: _____

Address: _____

Telephone No. _____

Witness as to Principal

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

By: _____

Address: _____

Telephone No. _____

Witness as to Surety

NOTE:

Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

IMPORTANT:

Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**ESCROW AGREEMENT TO SUBSTITUTE SECURITIES
FOR WITHHOLD MONEYS IN PUBLIC CONTRACTS
(OPTIONAL)**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Capitola, hereafter called "City", and

hereafter called "Contractor", having its main office at

WHEREAS, Contractor has been awarded a contract by City for

and has executed a contract dated _____, 20____ with City under which contract the Contractor is obligated to construct the above project and for which City shall pay Contractor certain progress payments from which moneys will be withheld as retention to insure performance of the contract by Contractor; and

WHEREAS, Contractor elects to substitute, at Contractor's expense, certain securities as eligible under Section 16430 of the Government Code or bank or savings and loan certificates of deposit equivalent to the amount withheld from progress payments.

NOW, THEREFORE, the parties agree as follows:

1. City shall hold in escrow the sum of _____
_____ Dollars for the account of Contractor as represented by securities identified below:

(Cash Rec. No. _____ dated _____)

2. Contractor shall be the beneficial owner of any securities held by City substituted for moneys withheld and Contractor shall receive any interest thereon.

3. City will not pay out or release any escrow funds or securities except as provided in this agreement.

4. In the event Contractor or Contractor's agents fail to perform each and every obligation of its contract with City in the manner and within the time set forth in the contract for the project, the entire amount of escrow funds or securities held in escrow shall become the property of City upon certification from the Director of Public Works that Contractor has failed to perform its contract with City and Contractor has been given thirty (30) days written notice of its default under the contract. The escrow funds and securities which become the property of City shall be used and retained by

City for the purpose set forth in the contract regarding withholding and retention of funds from progress payments, and such provisions are incorporated herein as if fully set forth.

5. Upon satisfaction in full and the time expiration set forth in the contract regarding withholding and retention of funds from progress payments, the amount held in escrow or securities held by City for the benefit of Contractor shall be released to Contractor by City upon certification of the Director of Public Works that Contractor has fully performed all obligations under the contract with City.

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

CITY OF CAPITOLA:

By _____

CONTRACTOR:

By _____

Title _____

Address _____

Telephone _____

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS

The following special provisions shall add to or modify the General Provisions of the State of California, Department of Transportation, Standard Specifications, dated September 2015 as amended.

SECTION I. DEFINITIONS AND TERMS

Whenever the following terms or pronouns in place of them are used in these specifications or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

- A. ADDENDUM. Written or graphic instrument issued prior to the opening of bid proposals which interprets, corrects, or changes the bidding or contract documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening bid proposals.
- B. CITY. The City of Capitola, located in Santa Cruz County, California; also sometimes referred to as the "City."
- C. ENGINEER OR CITY ENGINEER. The City Engineer of the City of Capitola or the Director of Public Works, acting either directly or through properly authorized agents.
- D. BIDDER. Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. CONTRACTOR. The person or persons, co-partnership, or corporation who have entered into a contract with the City for performance of work covered by this contract, and its authorized agents or legal representatives.
- F. INSPECTOR. Shall mean the technical inspector or inspectors duly authorized or appointed by the Engineer.
- G. PLANS. The word "plans" shall denote drawings. The word "drawings" shall denote plans. Plans and/or drawings are a part of the specifications.
- H. SPECIFICATIONS. The directions, provisions and requirements contained herein and supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- I. PROPOSAL FORM. The approved form on which the City Engineer requires formal bids to be prepared and submitted for the work.
- J. BID PROPOSAL. The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- K. CONTRACT, AGREEMENT, OR CONTRACT DOCUMENTS. The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.
- L. WORK. All the work specified in the special provisions, proposal and contract.

- M. INSTALL. Where the word install is used, it shall also mean that the Contractor shall provide all of the materials necessary to install the item as shown on the plans or in these specifications, unless stated otherwise.
- N. CONSTRUCT. Where the word construct is used, it shall also mean that the Contractor shall provide all of the materials necessary to construct the item as shown on the plans or in these specifications, unless stated otherwise.
- O. PLACE. Where the word place is used, it shall also mean to provide all of the materials for the complete installation of the item denoted.
- P. ADVERTISEMENT. The published Notice Inviting Sealed Bids for the construction of the project.
- Q. STANDARD SPECIFICATIONS. The State of California, Department of Transportation, Standard Specifications, dated May 2006 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated September 2015 as amended, also referred to as the State Standard Plans.
- S. STATE. The State of California, including the Department of Transportation (Caltrans), California Highway Patrol, or any other State of California agency whose action or oversight is related to the work.

SECTION II. PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of Section 2 of the State Specifications for the requirements and conditions which must be observed in the preparation of the proposal forms and the submission of the proposal and these special provisions.

- A. CONTENTS OF BID PROPOSAL FORMS. Prospective contractors shall review the Request for Proposals and submit proposals in conformance with the terms contained therein.
- B. EXAMINATION OF SITE OF WORK.
The contractor shall examine carefully the site of the work contemplated and proposal and contract forms thereof. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and as to the materials to be furnished, as to the requirements of these specifications, the special provisions and the contract.
- C. PROPOSAL FORMS.
- D. REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind.
- E. PROPOSAL GUARANTEE.
- F. WITHDRAWAL OF PROPOSAL. Any proposal may be withdrawn by the bidder prior to but not after the time fixed for the opening of proposals, provided that a request in writing for the withdrawal of such proposal, executed by the contractor or contractor's duly authorized representative, is filed with the Director of Public Works of the City of Capitola. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.
- G. DISQUALIFICATIONS OF CONTRACTORS.
- H. COMPETENCY OF CONTRACTORS. With each and every bid and forming a part thereof, the City Council will require the contractor to furnish a statement of contractor's financial responsibility, technical ability, and experience.

SECTION III. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the State Specifications for the requirements and conditions concerning award and execution of contract and these special provisions.

- A. AWARD OF CONTRACT OR REJECTION OF PROPOSAL. All proposals shall be subject to the approval of the City Council, which reserves unto itself the right to accept or reject any or all proposals and waive any irregularities or informalities of proposals as it may deem for the best interest of the City, and whose determination as to whose bid is the lowest responsible bid shall be final and conclusive. The award, if made, will be made within fifteen (15) calendar days after the opening of the proposals. City shall not be bound until the contract has been fully executed.
- B. RETURN OF PROPOSAL GUARANTEES.
- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful contractor and returned, together with the insurance certificates, within ten (10) calendar days after the award of the contract. If contractor fails to do so, the City Council without further proceedings may declare the bid guarantee forfeited.
- E. PENALTY FOR FAILURE TO SIGN CONTRACT.
- F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS.
- G. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES. Attention is directed to the provisions of Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of calendar days shall commence upon on upon the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of the schedule set forth in the proposal.

The Contractor shall pay to the City of Capitola the sum of \$500.00 (Five Hundred Dollars and Zero Cents) per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein.

SECTION IV. SCOPE OF WORK

- A. WORK TO BE DONE. The work to be done on this project consists, in general, of the following:

Slip Sheet repair and resurfacing of four (4) tennis courts at Jade Street Park. See Section 10-2 "Technical Provisions - Specials" for specifications of the work to be performed.

- B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4, "Scope of Work," of the Standard Specifications and these special provisions.

The City may require changes in, additions to or deductions from, the work to be performed or the materials to be furnished under this Contract pursuant to the provisions of the Contract Documents.

No change to the work shall be made, extra work performed, or deduction from the work made unless in pursuance of a written change order from the City, signed by the Director of Public Works or its authorized representative, stating that the change, addition, deletion, or any combination thereof is authorized. Written field orders may be issued to the contractor pending the issuance of a formal change order. No claim for additional payment shall be considered unless so ordered.

Adjustments to the contract amount by reason of a duly authorized change order shall be determined on the basis of one of the following methods, at the option of the Director of Public Works:

1. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.
2. On the basis of unit prices specified in the Contractor's proposal.
3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account Work."

Force Account Work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Director of Public Works and signed by both he and the Contractor. Such daily report sheets shall thereafter be considered as the true record of Force Account Work done. Computation of actual costs shall include wages paid for workers and any employer payment made to, or on behalf of, workers for health, welfare, pension, vacation plans or similar purposes. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by supplier's invoices.

When a lump sum proposal for extra work is requested from the Contractor, such quotation request shall be furnished by the Contractor, and a quotation for the work involved delivered to the Director of Public Works within five (5) calendar days. If the Director of Public Works finds said proposal unacceptable, he may then proceed with such extra work by Force Account or such other means as are available under the provisions of the contract.

- C. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor

shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City and its decision thereon shall be final.

- D. FIGURED DIMENSIONS.
 - E. ERRORS OR DISCREPANCIES.
 - F. DRAWINGS TO BE FURNISHED BY CONTRACTOR.
 - G. ADDITIONAL DRAWINGS BY CITY.
 - H. CLEANING UP. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.
- On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by Contractor, and shall remove rubbish of all kinds from any of the grounds which Contractor has occupied and leave them in a condition acceptable to the Engineer.
- I. SALVAGE FOR THE CITY. The Contractor shall remove and preserve carefully for the City any material designated to be salvaged, removed, or relocated and shall arrange for delivery of said material to the City Corporation Yard, 430 Kennedy Drive, Capitola, California 95010. The Contractor shall arrange for return delivery to the site and at the location(s) as determined by the Engineer only those materials designated as relocated. The Contractor shall be held liable for any damages to material designated to be salvaged, removed, or relocated.

SECTION V. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 of the State Specifications for the requirements and conditions concerning Control of Work and these special provisions.

- A. AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and the rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. The Engineer's decisions shall be final; the Engineer shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.
- B. COOPERATION OF THE CONTRACTOR. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the Superintendent or Foreman who may have charge of the particular work in question.
- C. COOPERATION BETWEEN CONTRACTORS. Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property, or for loss caused by failure to finish the work within the time specified for completion.
- D. ACCESS TO WORK. The Engineer and the Engineer's authorized assistants shall at all times have access to the work during its progress. All work done and all materials furnished shall be subject to the inspection of the Engineer.
- E. INSPECTION. The inspection of the work shall not relieve the Contractor of its obligation to fulfill the contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.
- F. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation will be allowed Contractor for such removal or replacement.
- G. EQUIPMENT. The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The Contractor shall provide adequate and suitable equipment and plans to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work.
- H. FINAL INSPECTION. When the work performed by the Contractor shall have been satisfactory and the final cleaning up performed, the Engineer will make the final inspection.

SECTION VI. CONTROL OF MATERIALS

The Contractor's attention is directed to the provisions in Section 6 of the State Specifications for the requirements and conditions concerning Control of Materials and these special provisions.

- A. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials -- whether in place or not -- shall be rejected and shall be removed immediately from the site of the work.
- B. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work; upon failure to do so or to make satisfactory progress in so doing within forty-eight (48) hours after the service of a written notice by the Engineer, the condemned materials or work may be removed by the City and the cost of such removal shall be taken out of the contract price. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.
- C. SUBMITTALS. Within fifteen (15) calendar days after award of the contract, before any materials are purchased, brought to the site or installed, the Contractor shall submit to the Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which the Contractor proposes to furnish on the project, together with sufficient information including shop assembly and detail drawings, manufacturers' specifications, and performance data to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract specifications, contract drawings and contract documents. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the submittal, advise the Engineer of the deviation and state the reason therefore.

Approval by the Engineer of shop drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors therein or of furnishing the materials and equipment of proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the contract documents. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of materials or from revision and resubmittal of drawings and other data for approval. All submittals and shop drawings shall be furnished to the City in quadruplicate.

- 1. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications.
- 2. STORAGE OF MATERIALS. Unless specifically authorized by the Engineer, no materials shall be stored overnight upon any public road or right of way within the City.

SECTION VII. LEGAL RELATIONS AND RESPONSIBILITY

The Bidder's attention is directed to the provisions in Section 7 of the State Specifications for the requirements and conditions concerning Legal Relations and Responsibility and these special provisions.

- A. LEGAL RESTRICTIONS. The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed on the work, or which in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations.
- B. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work.
- C. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.
- D. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- E. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. It shall be the responsibility of the Contractor to protect and guard the public from injury or damage due to any cause.
- F. RESPONSIBILITY FOR WORK. Excepting as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.
- G. CHARACTER OF WORKERS. If any person employed by the Contractor, or by a subcontractor, shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent, or to act in a disorderly or improper manner, that person shall be discharged immediately upon the recommendation of the Engineer, and shall not again be employed on the work.
- H. HOURS OF LABOR. The Contractor shall forfeit as penalty to the City, Fifty Dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of the contract by the Contractor, or by any subcontractor, upon any of the work hereinafter mentioned, for each working day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours per day or forty hours per week in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code.
- I. PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each working day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1773, 1773.2, 1773.4 and 1775 of the Labor Code will be complied with.

Pursuant to the State of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of this contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth.

Copies of the prevailing rate of per diem wages prepared and available by the California State Department of Industrial Relations.

- J. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with Section 1777.5 of the Labor Code of the State of California, be required to adhere to the provisions of the ratio of apprentices to journeymen as more particularly defined in the aforementioned Labor Code section. Notice is given that the City of Capitola will, within five days of awarding of contract, notify the Division of Apprenticeship Standards of such awarding and will notify said Division of any findings of any discrepancies regarding the ratio of apprentices to journeymen.
- K. RECORDS. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by the Contractor in connection with the execution of this contract or any subcontracts thereunder and also showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement and the State Department of Industrial Relations, its deputies and agents.
- L. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- M. POSTING MINIMUM WAGE RATES/ JOB SITE POSTINGS. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. The contractor shall post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)
- N. PAYMENT OF EMPLOYEES. The Contractor and each subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) and not less often than once a week.
- O. REGISTRATION OF CONTRACTORS. At the time of award of the contract, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.
- P. RESPONSIBILITY FOR DAMAGE. The City of Capitola, the City Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Capitola, the City Council, and the Engineer from all suits or actions of every name and description brought forth or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, Contractor's servants or agents, in

the construction of the work or by or in consequence of any negligence in guarding against such injuries or damages or on the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law so much as shall be considered necessary by the City Council may be retained by the City of Capitola until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and hold harmless the City of Capitola, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council and the Engineer, except that no retention of money due the Contractor under and by virtue of the contract will be paid by the City of Capitola, pending disposition of suits or claims for damages brought against the City.

- Q. TERMINATION OF CONTRACT. If the work provided for under this contract shall be abandoned, or if the contract shall be sublet or assigned without the consent of the City, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, the City shall notify the Contractor to fulfill the conditions of this contract. Should the Contractor fail to begin compliance with said notice within five (5) calendar days, the City may, at its discretion, notify the Contractor to discontinue all work under this contract or any part thereof, and thereupon the Contractor shall discontinue work, and the City may, by contract or otherwise, at its discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work, or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor. In order to meet the expenses so incurred, the City is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of these persons, firms or corporations doing the work or providing the materials or labor therefore, against the fund or appropriation set aside for the purpose of this contract. When a warrant is so drawn it shall be conclusive upon the Contractor and shall be to all intent and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set-aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice from the Engineer to do so, remove from the premises all materials and personal property belonging to the Contractor which have not already been used in the construction of the work or which are not in place in the work, and the Contractor shall forfeit all rights under this contract, and both the Contractor and Contractor's sureties shall be liable for the bond for all damages caused the City by reason of Contractor's failure to complete this contract.
- R. Neither the extension of time for any reason beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the City of the right to abrogate, annul, or terminate this contract for abandonment or other cause as provided above. During the performance of this contract, the Contractor, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:
1. COMPLIANCE WITH REGULATIONS. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. NONDISCRIMINATION. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin, ancestry, physical handicap, medical condition, marital status,

or religion in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 1735 of the Labor Code.

3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, ancestry, physical handicap, medical condition, marital status, or religion.
4. INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
5. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City of Capitola may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.
- S. WATER POLLUTION. Attention is directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and Section 10-2.02, "Water Pollution Control Facilities" elsewhere in the special provisions.
- T. CONSTRUCTION HOURS. Construction hours shall be limited between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Construction shall be prohibited on weekends except for emergency work approved by the Engineer.

SECTION VIII. PROSECUTION, PROGRESS AND PAYMENT

Attention is directed to Sections 8 and 9 of the State Specifications for the requirements and conditions concerning Prosecution, Progress and Payment and these special provisions.

- A. COMPLETION AND PAYMENT. All work completed under the contract shall be paid for in accordance with the provisions of these specifications. The Contractor shall accept the compensation as provided in the contract in full payment for furnishing all materials, labor, tools and equipment, including all applicable taxes and fees, necessary to complete the work and for performing all work completed and embraced under the contract.
- B. PROGRESS ESTIMATE AND PAYMENT. The Engineer shall, on or around the twentieth (20th) day of each month, make an estimate of the value of the work performed and materials furnished in accordance with this contract. The first estimate shall be of the value of the work done and of the materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor began the performance of this Contract.

Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored; and provided, further, that no estimate shall be required to be made when in the judgment of the Engineer the total value of the work done and materials incorporated into the work under this contract since the last preceding estimate amounts to less than One Thousand Dollars (\$1,000.00); and provided, also, that materials so delivered and estimated shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer, and after approval by the City the City shall pay or cause to be paid to the Contractor, in the manner provided by law, an amount equal to ninety per cent (90%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused, such materials to be those which are proposed and suitable for permanent incorporation in the work.

Items for which quantities are indicated lump sum shall be paid for at the unit price indicated in the bid proposal. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the specifications or requested by the Engineer, the Contractor shall submit to the Engineer within fifteen (15) calendar days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

- C. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to this section shall contain as a minimum the following provisions: (a) The amount of securities to be deposited; (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and (c) The termination of the escrow upon completion of the contract.

- D. FINAL ACCEPTANCE. The Engineer shall, as soon as practical after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof. Such final estimate shall be signed by the Engineer, and after approval the City shall pay or cause to be paid to the Contractor in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) calendar days after the filing of a "Notice of Completion" in the County Records Office, Santa Cruz County, California.

SECTION IX. INSURANCE

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work covered by this contract from any claims for property damage which may arise because of the nature of the work or from operations under this contract, whether such operations are performed by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damages may not be caused by the negligence of the Contractor or any subcontractor, or anyone employed by either of them. The public liability and property damage insurance shall name the City, its officers, agents and employees as insured's, and all insurance policies issued hereunder shall so state. The amounts of such insurance shall be as follows:

1. CONTRACTORS LIABILITY INSURANCE. Shall provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$2,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph F, Section VII, Responsibility for Work.
2. AUTOMOBILE LIABILITY INSURANCE. Covering all vehicles used in the performance of the contract providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

Before the execution of the contract, the successful bidder shall file with the City a certificate or certificates of insurance, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy evidenced by such certificate, before the expiration of thirty (30) calendar days after the City shall have received notifications by registered mail from the insurance carrier.

All policies shall name the City of Capitola as an insured under all terms of the policy.

B. WORKER'S COMPENSATION INSURANCE. Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this contract, in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this contract.

SECTION X. TECHNICAL PROVISIONS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK--

10-1.02 COOPERATION--Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36D, "Non-Highway Facilities," of the Standard Specifications and these special provisions.

10-1.03 PROGRESS SCHEDULE--The Contractor shall submit a detailed construction schedule to the Engineer for review and approval prior to the pre-construction meeting for the project. Construction schedules shall conform to the provisions in Section 8-1.02, "Schedule," of the Standard Specifications.

The construction schedule shall be consistent in all respects with the times and order of work requirements necessary to complete the project as approved by the Engineer.

Contractor shall notify the Engineer immediately of any changes to the schedule impacting the project completion date.

10-1.04 OBSTRUCTIONS--

10-1.05 MAINTAINING TRAFFIC--

10-1.06 EXISTING HIGHWAY FACILITIES--

10-1.07 WATERING--Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

10-1.08 LINES AND GRADES--Construction surveys shall comply with Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions except that the Contractor shall be responsible for setting all lines and grades necessary to establish the lines and grades required for the completion of the work specified in these special provisions.

10-1.09 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES--When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SECTION 10-2. SPECIALS

10-2.01 MOBILIZATION--This work shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

MEASUREMENT AND PAYMENT--The contract lump sum price paid for "Mobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. Partial payment for mobilization shall be made consistent with Section 9-1.16D "Mobilization" of the Standard Specifications.

10-2.02 TENNIS COURT REPAIR (SLIP SHEET OVERLAY) --The work performed in connection with "Tennis Court Repair (Slip Sheet Overlay)" shall conform to the provisions of the specification contained herein.

GENERAL--The Contractor shall comply with the following provisions for establishing quality assurance including stipulations, warranties, and submittals:

A. Reference Standards:

1. ASBA - American Sports Builders Association.
2. USTA - United States Tennis Association.
3. ITF - International Tennis Federation
4. State of California, Business and Transportation Agency, Department of Transportation: "Standard Specifications".
5. Manufacturer's specifications and recommendations.

B. Supervision: Supervise and direct the work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Superintendent shall reject defective work or materials immediately upon performance or delivery.

C. Inspection and Testing:

1. City administrators will make inspections. Provide facilities and access to the work at all times as required to facilitate inspections.
2. City administrators may require tests or special examination of any materials or part thereof, unidentified material, or material substituted for that previously approved to confirm compliance with Specifications; and they may reject for satisfactory replacement any material judged defective as a result thereof.

D. The Contractor shall provide and be responsible for all survey work required for the completion of the work and shall be responsible for the correctness of all final grades and lines.

E. Tolerances:

1. Planarity: the substrate, shall not vary from the planned cross slope by more than $\pm 0.1\%$. The finished surface shall not vary, plus or minus, under a 10-foot straightedge greater than 1/8-inch. It is the responsibility of the paving contractor to water the surface with the use of a hose. If, after 30 minutes on a 70-degree F day, "bird baths" are evident in a depth more than 1/8-inch the paving contractor, tennis court surfacing contractor and the City will determine the best method of correction.
2. Thickness: tolerances for thickness shall be 1/8-inch, plus or minus.
3. Test in-place courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by City.

- F. Stipulation: at no point shall surface fail to drain.
- G. Certifications: certify that materials comply with specified requirements.
- H. Corrective Measures: it is the contractor's responsibility to determine if the planarity, cross- slopes, and general specifications have been met.
- I. Weather Limitations: construct surface course when temperatures exceed 50-degrees F and rising and when the base is dry.
- J. No fog or slurry seals or asphalt emulsions are to be applied to areas to receive acrylic recreational surfacing. Problems with adhesion of acrylic recreational surfacing are likely over a slurry seal or a fog seal or asphalt emulsions.
- K. Contractor shall inspect the existing surfacing for acceptability prior to beginning the surface-leveling course. The installation of subsequent work over the existing surfacing shall signify acceptance of the existing surfacing by the Contractor.
- L. The acrylic recreational surfacing contractor must notify the City of Capitola in writing of the acceptance of the existing surfacing.
- M. In addition to the manufacturers' guarantees and warranties, the Contractor shall warrant the tennis court surfacing against settlement, peeling of surface, surface cracking, and any other defects of materials or workmanship for a period of one (1) year from date of acceptance.
- N. Material Certificates: provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.
- O. Submit:
 1. List and quantity of materials
 2. Manufacturer's product literature, product specifications and installation specifications
 3. Material Safety Data Sheets
 4. Project schedule
 5. Maintenance & Operations Manual including contractor's contact information, material submittals, Material Safety Data Sheets and maintenance recommendations.

MATERIALS--The Contractor shall be responsible for determining the quantity of materials for completing the work.

- A. Crack Filler Material: Plexipave Crack Filler® or approved equal
- B. Leveling Course Material: Plexipave Court Patch Binder® or approved equal. No asphalt emulsions will be accepted.
- C. Refinement Course Material: Acrylic Resurfacer® or approved equal. No asphalt emulsions will be accepted.
- D. Acrylic Recreational Surfacing: Fortified Plexipave or approved equal. No field mixing of sand will be allowed.
- E. Line Paint: Plexicolor® Textured Line Paint or approved equal

The aforementioned materials to be used are manufactured from California Products Corporation distributed by Fraser-Edwards Co., or equivalent materials and application from NovaSports USA (crack filler, resurfacer, surface system, and line paint) distributed by L&M Distribution, or approved equal:

- F. Tennis Court Equipment: Remove, protect, and re-install the existing tennis court posts and nets
- G. Slip Sheet System:

- a. Asphalt-Coated Ply Sheet: GlasPly IV from Johns Manville, or approved equal.
- b. AC Filler Coat Binder: APOC AP 330 from APOC, or approved equal.
- c. Secondary Backing: ActionBac Number 3818 from Propex Corporation, or approved equal.

H. Water: The water used for mixing shall be potable.

I. Aggregate: For surface course:

Sieve Size	% Passing
#4	100
#8	95-100
#16	70-100
#30	40-75
#50	10-35
#100	2-15

EXECUTION--

A. Surface Repair:

1. Inspect the existing surface and determine which cracks to repair with Crack Filler and which cracks to repair with Court Patch Binder. Mark the areas that require filling with Crack Filler. Scrape off any old coatings that may be flaking or peeling.
2. Clean the existing surface to wash away dirt, other foreign matter, mold, fungus and mildew. Mark low areas that contain birdbaths.
3. Clean out and jet lance cracks. Clean crack so that it is free of vegetation and debris. Remove all loose pavement from crack.
4. Where applicable, fill cracks $\frac{1}{4}$ " wide or less with Crack Filler. Cracks shall be hand-filled with square, snub-nose, hand trowel or broad knife with a narrow bead of material along crack. After the Crack Filler has been forced into the crack, the edges shall be wiped clean with a damp cloth. After drying, any rough edges shall be sanded smooth, and loose material shall be carefully removed from the court by air-broom and/or sweeping. All filling shall be flush and even with existing surface.
5. Fill cracks wider than $\frac{1}{4}$ " with Court Patch Binder. Cracks greater than $\frac{1}{4}$ " shall be filled and leveled with a square hand-trowel or broad knife by forcing the Court Patch Binder filler mix into the crack and striking off excess material. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface. All filling shall be flush and even with existing surface.

B. Slip Sheet System Installation

1. Preparation and glass sheet:
 - i. Lay one (1) layer of asphalt-coated ply sheet over prepared surface. Lap all joints 2" and cement with Carpet Coat adhesive. Standard roofing felt is not acceptable.
 - ii. Apply one (1) coat of AC filler coat binder over the asphalt-coated ply sheet and allow to dry.
 - iii. Over the entire area, apply one (1) layer of secondary backing, 2.3 oz. completely coated with APOC AP330. (Burlap will not be acceptable.)
2. Surface Course:
 - i. A surface course of $\frac{1}{2}$ " nominal thickness shall be constructed on the membrane, using the double straightedge course method.
 - ii. The mix for the straightedge application shall be a combination of aggregate, AC filler coat binder, cement, or limestone dust and sufficient water to make a workable free flowing mix. Aggregate shall meet gradations in Section I. Either a concrete or motor mechanical mixer can accomplish mixing.
 - iii. Material screeds where required shall be placed so that they are not over joints in the base course. The material shall be accurately screeded to grade.
 - iv. The mix shall be placed, struck off, cured, smoothed and rolled.
3. Job mixed carpet coat surface with second reinforcement layer of Secondary Carpet Backing.
 - i. The surface shall be applied to court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber faced squeegee. The squeegee or brooms shall be pulled on an angle from the line and

spread so as to continually roll the material toward the operator and not overflow or "spill" on its forward edge away from the operator. After each coat has dried, any ridges shall be removed with scrapers.

- ii. Install second reinforcement of secondary backing between coats. There shall be four (4) or more applications of surfacer, the exact required number of these applications being controlled by the quantity of material herein specified as follows:
 - The total amount of surfacer shall be not less than fifty (50) gallons per thousand (1,000) square feet. After the first application of surfacer has dried and been rolled, the entire court surface shall be flooded with water. The outlines of all areas where water stands more than 1/8" deep shall be chalk-marked and filled with Carpet Coat surfacer mix.
4. Apply Acrylic Recreational Surfacing as specified herein.

C. Installation of Surface Leveling Course

1. Flood surface and mark low areas. Level low areas using a straight edge. Flood and fill low surfaces with and repeat leveling procedure. Continue application until entire surface is a continuous plane.
2. The mix for the straight edge applications shall be a combination of materials, as specified, with sufficient water to make a workable free flowing mix. Mixing can be accomplished by either a concrete or motor mechanical mixer.
3. After this leveling course has cured, scrape off any ridges or excess material at joints.
4. The finished surface course shall not vary more than 1/8-inch as measured with a 10-foot straight edge. Any minor depressions or damage areas shall be filled to grade.

D. Refinement Course

1. The total amount of resurfacer shall not be less than twenty (20) gallons per thousand (1,000) square feet of undiluted material. Method of application shall be in strict accordance with the manufacturer's instructions.
2. The material shall be applied to entire court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber-faced squeegee. The squeegee or brooms shall be pulled on an angle from the line and spread so as to continually roll the material toward the operator and not overflow or "spill" on its forward edge away from the operator. After each coat has dried, any ridges shall be removed with scrapers.
3. There shall be two or three applications of resurfacer until all areas of repair do not shadow through the surface.
4. After the first application of the refinement course has dried, the entire court surface shall be flooded with water. The outlines of all areas where water stands more than 1/8-inch deep shall be chalk-marked. The depressions shall be filled with acrylic patching compound, leveled with straightedge.
5. The completed and rolled surfacer shall not vary more than 1/8-inch from a 10-foot straightedge and shall be smooth and uniform in texture. One hour after flooding, no puddle deeper than 1/8-inch after one hour of good drying conditions will be acceptable.

E. Final Surface Color Sealer Coat

1. After the refinement course application has been completed and allowed to cure, the final surface color sealer coats shall be applied in three (3) applications. Method of application shall be in strict accordance with manufacturer's instructions. Contractor shall install a test section prior to production sealant. Acrylic tennis surfacing test section shall be as approved by City.
 - i. Three squeegee applications of acrylic tennis surfacing material. Minimum amount of undiluted material to be applied is seventeen (17) gallons per thousand (1,000) square feet.
2. The finished surface shall be smooth, free of ridges, valleys and tool marks and provide a medium speed of play rating of 35, according to International Tennis Federation testing.
3. Color of Courts: Green playing surface with red borders.

F. Playing Lines

1. Install playing lines on clean surfacing per USTA standards. Playing lines shall be accurately located and marked by snapping chalked line on the court surface. Excess adhesives or paint over-spray or tracking onto unmarked areas shall be removed.
2. Tennis Court lines shall be painted with white and shall be two inches (2") wide, straight and true.

G. Traffic

1. The areas shall be protected from traffic during all operations and shall not be opened for use for at least 24 hours after the finished surface has dried completely.

H. Equipment Installation

1. Install tennis post, nets and anchors in accordance with USTA requirements.

I. Cleanup

1. All splatter shall be removed from fencing, paving, and equipment before acceptance.
2. At completion, leave project clean and ready for use.
 - i. Legally dispose of waste materials, debris, and rubbish off the site.
 - ii. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed and semi-exposed surfaces.
 - iii. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
 - iv. Broom clean paved surfaces, rake clean planting areas and other surfaces of grounds.

MEASUREMENT AND PAYMENT-- The contract lump sum price paid for "**Tennis Court Repair (Slip Sheet Overlay)**" shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved as specified in this section.

Jade Street Park
4400 Jade Street

Exhibit A

8.G.1



1 inch = 150 feet

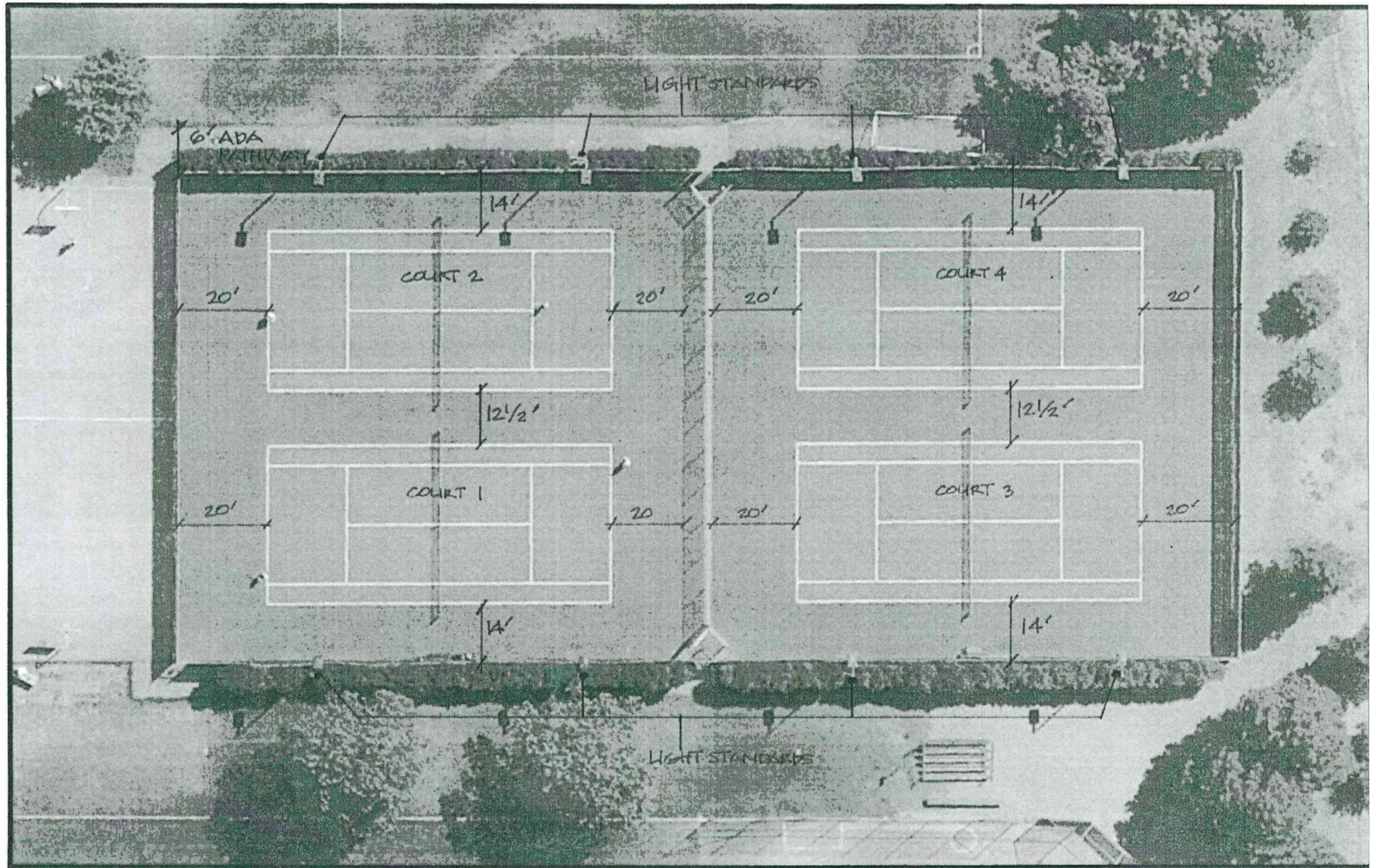


City of Capitola

Jade Street Park
4400 Jade Street

Exhibit

8.G.1

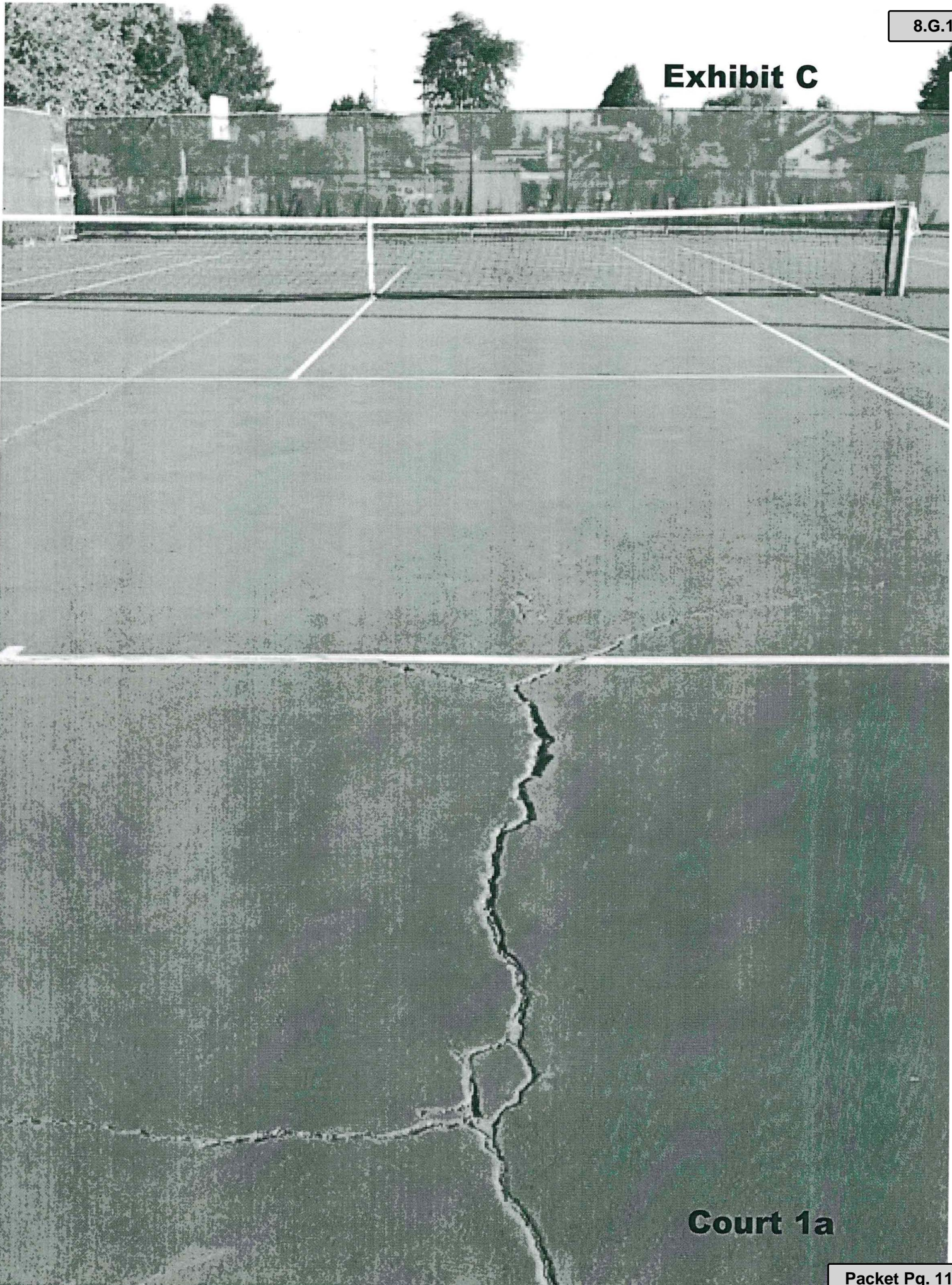


1 inch = 30 feet



City of Capitola

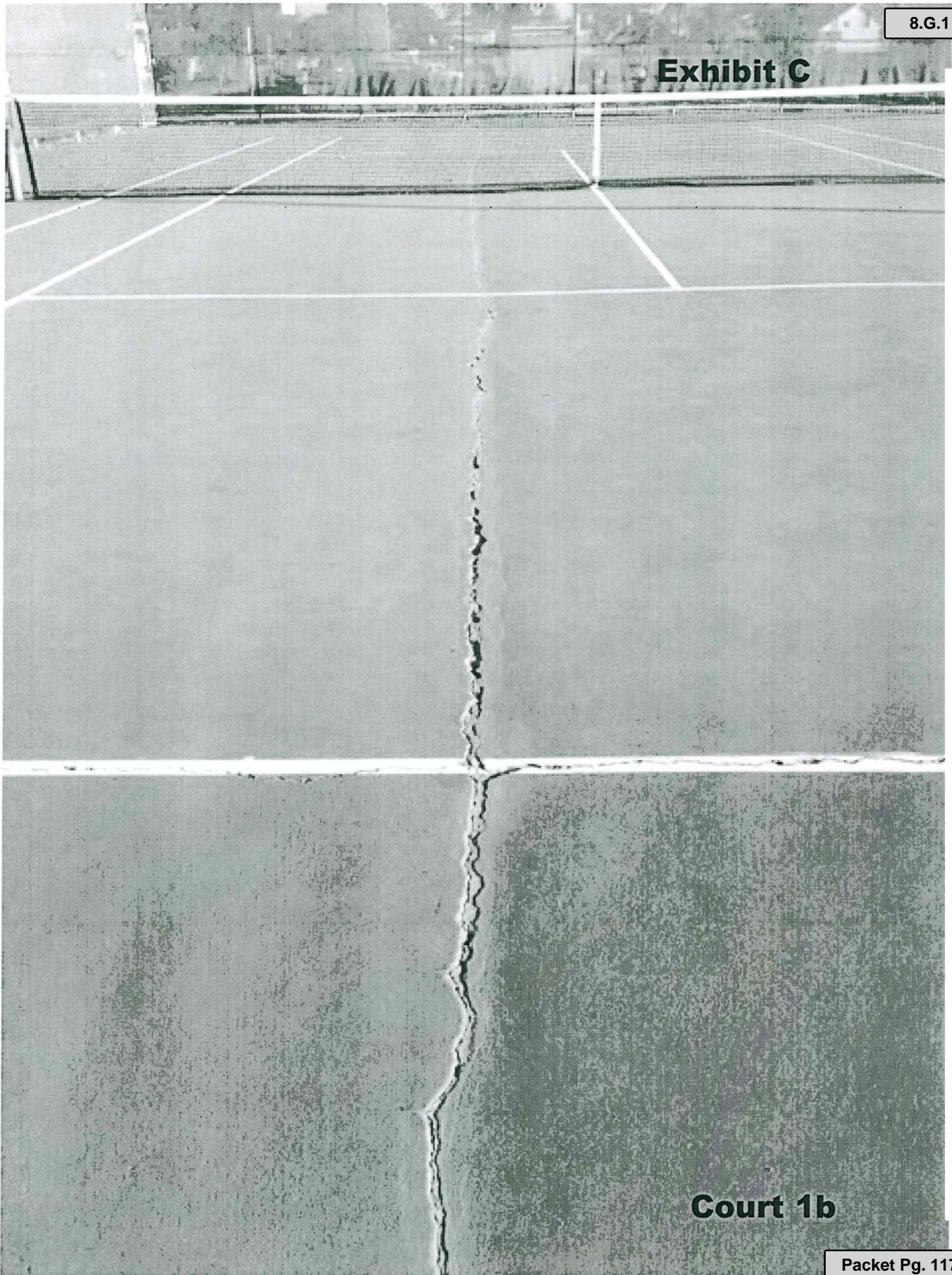
Exhibit C



Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

Court 1a

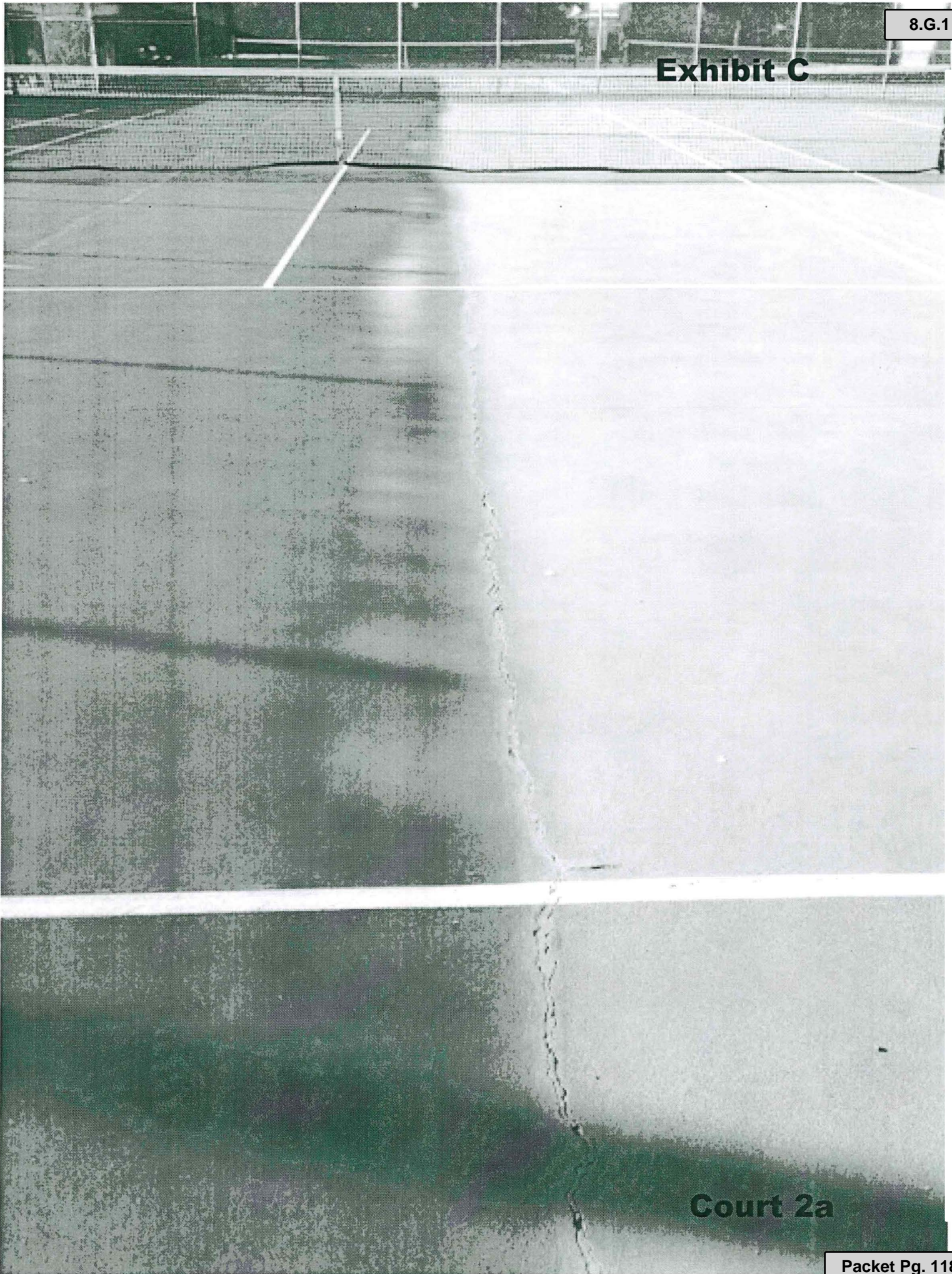
Exhibit C



Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

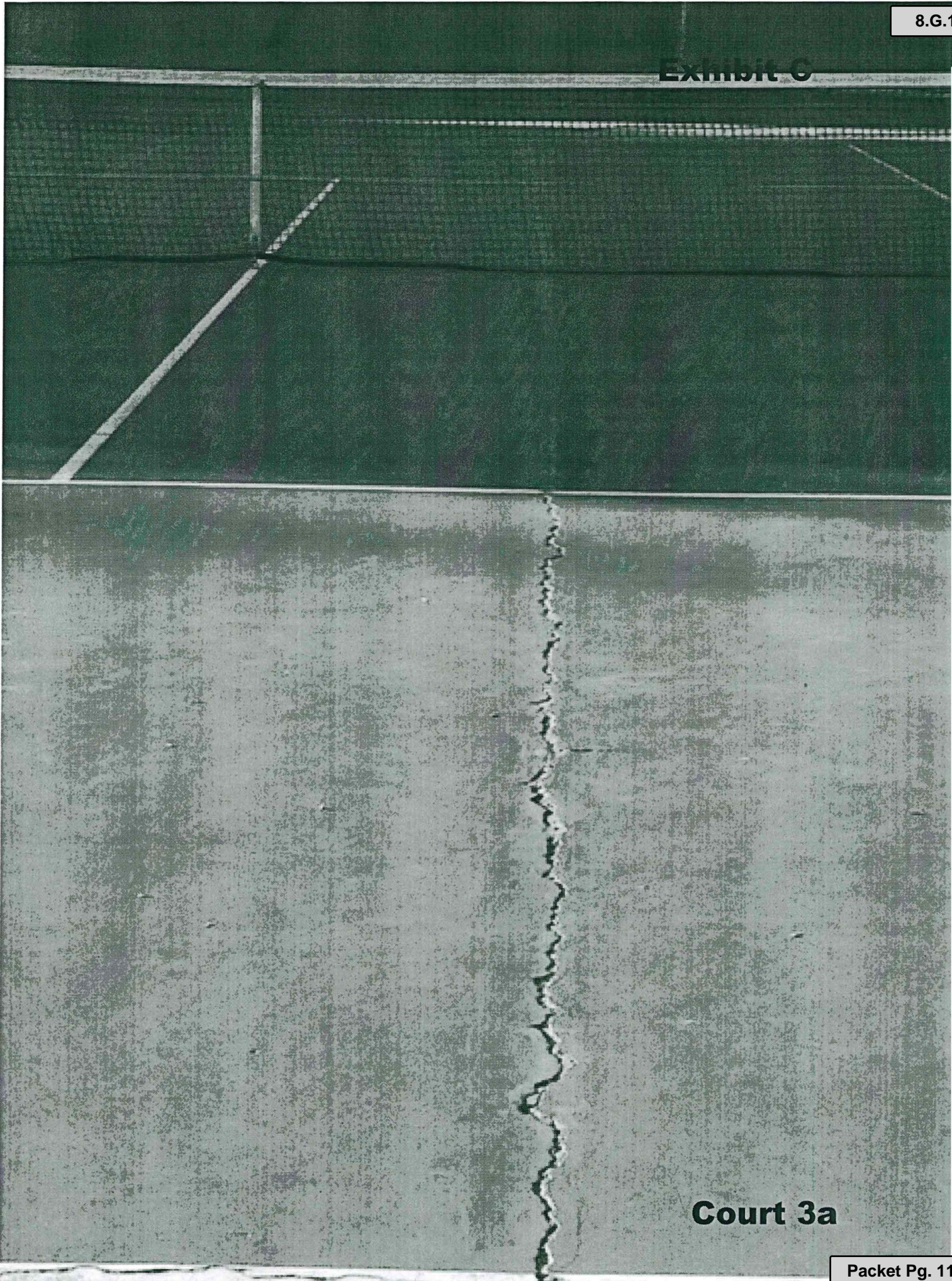
Court 1b

Exhibit C



Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

Exhibit C



Court 3a

Exhibit C

Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

Court 3b

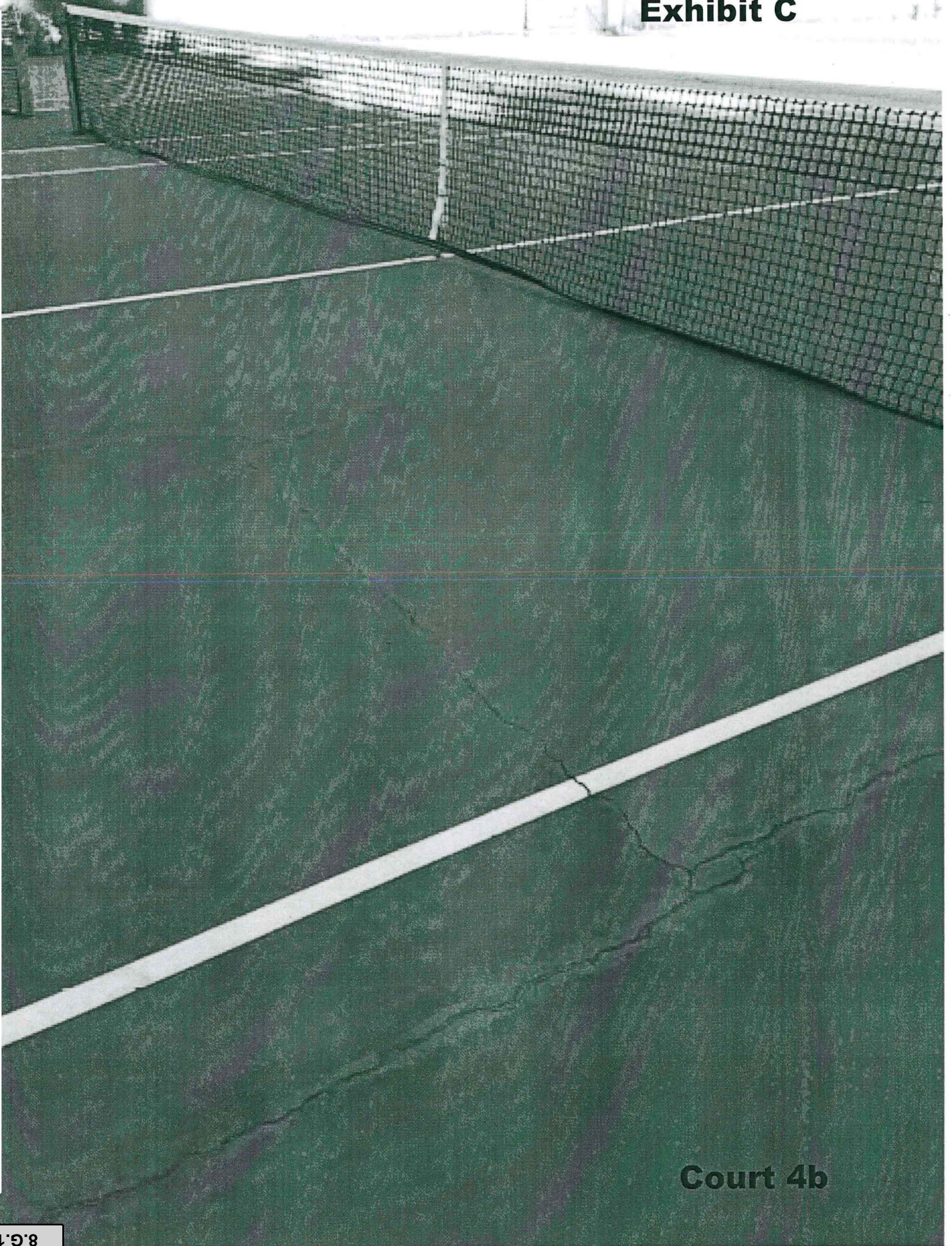
Exhibit C

Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

Court 4a

Exhibit C

Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)



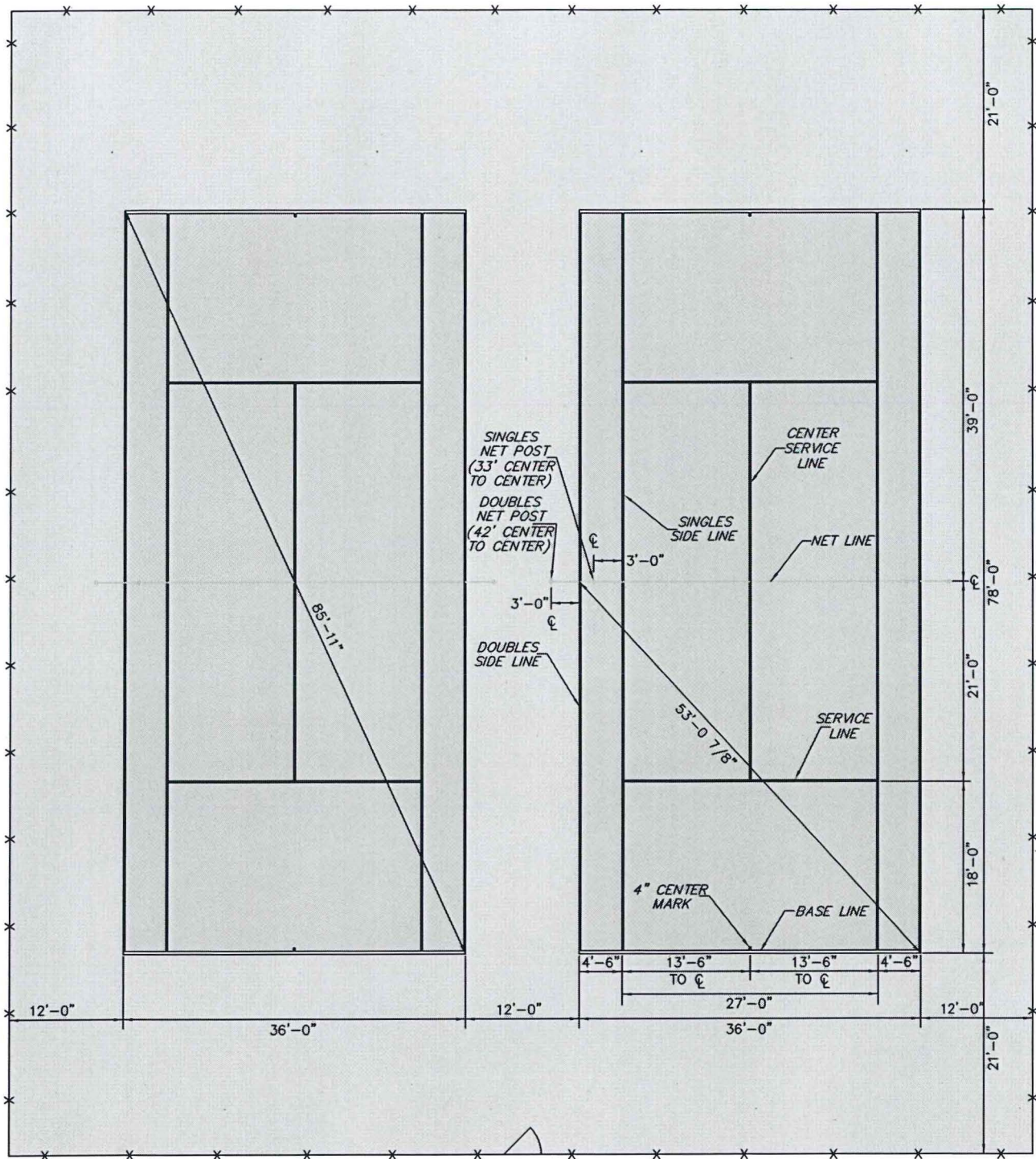
Court 4b

Exhibit C



Court 4c

Attachment: Jade Street Tennis Court Rehab Plan & Specs (1528 : Jade Street Tennis Courts - Contract Recision & Out to Bid)

Exhibit D

2 COURT LAYOUT

NOTES:

1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
2. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

78 FOOT TENNIS

TYPICAL STRIPING PLAN

NOVEMBER 4, 2010





CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Community Development

SUBJECT: Consider a Contract with Carolyn Flynn for Professional Services Related to Affordable Housing, Community Development Block Grant (CDBG) Administration, and Grant Writing

RECOMMENDED ACTION: Authorize the City Manager to execute a contract with Carolyn Flynn in an amount not to exceed \$52,000.

BACKGROUND: Carolyn Flynn has provided consulting services for the City's Community Development Department for nineteen years. Her services have covered a wide range of grant administration activities, as well as professional planning in affordable housing and economic development. She has managed the City's CDBG Program since 1997. Her grant work includes writing grant applications, grant administration, and CDBG Program income tracking and oversight. She has managed seventeen grants for the City over the years.

Since January 2013, Ms. Flynn has provided professional management of the City's Affordable Housing Program. This includes handling the re-sale and monitoring of deed-restricted affordable units, oversight of active affordable housing loans, and oversight of Regulatory Agreements with the owners of deed-restricted affordable housing projects and mobile home parks in the City.

In 2014, Ms. Flynn wrote grants worth almost \$900,000 for the City. She wrote a state grant for \$383,000 to fund the improvements at Rispin Park, and managed a successful grant application for \$500,000 in CDBG funds for a citywide Rehabilitation and Mortgage Assistance Program. This past year she has managed both grants, with the Rispin Park grant expended and about to close-out, and the CDBG grant almost halfway expended.

DISCUSSION: The proposed sole source contract with Ms. Flynn is for professional services for Fiscal Year 2016/17 in an amount not to exceed \$52,000. The contract is a standard form City contract for professional services, as approved by the City Attorney. For Fiscal Year 2016/17, Ms. Flynn's work plan will include managing affordable housing issues related to the prior Redevelopment Agency (RDA), on behalf of the Housing Successor, including annual monitoring of outstanding affordable housing loans, and regulatory agreements with mobile home parks. Ms. Flynn will also be responsible for coordinating the City's Inclusionary Housing Ordinance sales, tracking the City's existing affordable housing loan portfolio; monitoring City regulatory agreements; and working with the Community Development Director on future Affordable Housing Programs for the City. She will also be responsible for oversight of the City's CDBG Program, including the

Carolyn Flynn Contract
July 28, 2016

current Housing Rehabilitation/Homebuyer grant, CDBG program income and grant writing for future grant applications.

Ms. Flynn's knowledge of the City's Affordable Housing, the CDBG program, and with existing and new grants, as well as her unique knowledge of the City's Affordable Housing Program and Community Development Department, provides her with the required experience that no other consultant can provide without first spending a significant amount of time to learn the City's financial processes, existing CDBG grant agreements, federal reporting requirements, and community and economic development projects.

Ms. Flynn will also be available to assist the Public Works Department as needed on various grant programs that may be identified throughout the year for such projects as riparian habitat restoration, water quality monitoring, wharf projects, flume repairs, and jetty reconstruction.

FISCAL IMPACT: Funding for this contract is available from the Housing Trust Fund, General Fund, the Housing Successor Agency, and the CDBG grant and is included in the adopted 2016/17 fiscal year budget.

ATTACHMENTS:

1. Sole Source Purchase Determination
2. Carolyn Flynn Contract FY 16-17

Report Prepared By: Rich Grunow
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/21/2016

ATTACHMENT # 1
Sole Source Purchases Determination
Carolyn Flynn – July 6, 2016

BACKGROUND: The City of Capitola Purchasing and Procurement policy (Administrative Policy III-4), Section II A requires telephone quotes for purchases between \$5,000 - \$25,000, and requires a formal RFP bid procedure for purchases over \$25,000. The policy conditions for Sole Source (Section II E1 , which are purchases exempt from the competitive process.

DISCUSSION: The contract with **Carolyn Flynn**, in the amount of **\$52,000**, dated **July 28, 2016** is a qualified sole source purchase within the City Administrative Policy III-4 Section 2 E.

Materials, Supplies & Equipment:

_____ (a) Definition. Sole source purchases are used where no secondary source is reasonably available precluding the use of a competitive process.

Consultant or General Services:

 X (a.) In the case where a consulting firm has satisfactorily performed the previous stage of a project (e.g. a pre-design), or has acquired extensive background and working knowledge, the firm may be selected for follow- up work without solicitations from other firm upon written justification and recommendation of the department head and approval by the City Manager or designee.

_____ (b.) If a firm is a highly recognized authority in a field or specialty, or has unique specific knowledge regarding the project, then the firm may be selected without other solicitations for contracts and upon written justification and recommendation of the department head and approval by the City Manager or designee.

_____ (c.) Upon those infrequent occasions when confidence in the consultant and quality of service are important.

Ms. Flynn's knowledge of the City's Affordable Housing, CDBG program, and with existing and new grants, as well as her unique knowledge of the City's Community Development Department, provides her with the required experience that no other consultant can provide without first spending a significant amount of time to learn the City's financial processes, existing CDBG grant agreements, federal reporting requirements, and community and economic development projects.

Dept Head

Date

City Manager

Date

Attachment: Sole Source Purchase Determination (1535 : Carolyn Flynn Contract)

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Affordable Housing Administration, CDBG Program Administration,
and Grant Writing
Carolyn Flynn**

THIS AGREEMENT is entered into on July ____, 2016 by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Carolyn Flynn, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1
Scope of Services**

The services to be performed under this Agreement are for FY 2016-17 professional services related to the City's Affordable Housing Programs, Community Development Block Grant (CDBG) Program administration, implementation of community development grants, grant preparation and management, further detailed in Appendix One.

**SECTION 2
Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Director of Community Development called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3
Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time

to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 Fees and Payment

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City when the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- I The date Consultant completes the services required by this Agreement, as agreed by the City; or
- I The date either party terminates the Agreement as provided below.

Work shall begin on or about July 1, 2016.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8 **Indemnification**

The Consultant hereby agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fee, for injuries or damages to third persons, including but not limited to injury to person or property or wrongful death, arising directly or indirectly out of any negligent act or omission of Consultant and alleged to have resulted, directly or indirectly, or wholly or partially, from Consultant's performance under this Agreement. This indemnification provision shall not be construed to, and shall not, serve to indemnify Consultant against claims arising out of Consultant's intentional or criminal misconduct.

SECTION 9 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 10 **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 11 **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 12 **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two.

Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 13 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

Professional Services Agreement
 Affordable Housing Administration, CDBG Program Administration and Grant Writing
 Carolyn Flynn
 Page 5

CITY
 CITY OF CAPITOLA
 420 Capitola Avenue
 Capitola, CA 95010

CONSULTANT
 Carolyn Flynn
 3035 Buckingham Lane
 Santa Cruz, CA 95062

By: _____
 Benjamin Goldstein, City Manager

By: _____
 Carolyn Flynn, Consultant

Dated: _____

Dated: _____

Approved as to Form:

 Tony Condotti, City Attorney

Attachment: Carolyn Flynn Contract FY 16-17 (1535 : Carolyn Flynn Contract)

APPENDIX ONE

Scope of Services

Administration and professional technical services for the following tasks:

- a. General Affordable Housing Administration
- b. Overall CDBG Program Administration
- d. Grant writing;
- e. Professional services as needed.

APPENDIX TWO Fees and Payments

For the services preformed, City will pay consultant on a time-charge plus expense basis, monthly as charges accrue, the sum of consultant's salary expenses and non-salary expenses.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

The FY 2015-16 costs of each portion of the project are as follows:

Task	Project/Fund	Proposed FY 15/16	Fund
1.	Affordable Housing Program Management/CDD Professional Assistance	\$ 15,000	1000
2.	Affordable Housing – City Housing Trust Fund	\$ 15,000	5552
3.	Affordable Housing – Housing Successor Fund	\$ 5,000	1372
TOTAL		\$ 35,000	

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$35,000 (Forty-Four Thousand Three Hundred Dollars and Zero Cents), without specific, written advance authorization from the City. Consultant's FY 2015-2016 Hourly Rate is \$105.00/hour.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of _____, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated _____, and has not been previously paid."



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Public Works Department

SUBJECT: Approve Agreement with Bogard Construction as the Project Manager for the Construction of Capitola Branch Library for an Initial Amount of \$21,600

RECOMMENDED ACTION: Award contract.

BACKGROUND: With the passage of the Countywide Library Improvement Ballot Measure, the City will be receiving \$8 million from the bond proceeds which will be combined with the \$2.6 million in designated City Successor Agency funds for the planning, design, and construction of a new branch library to replace the existing library. As a first step staff is recommending hiring a consultant to act as project manager to assist the City in overseeing all aspects of the project from the selection of the architect through construction.

DISCUSSION: The City received six responses to the request for statements of qualifications that was issued on June 14, 2016. All six firms were interviewed on July 19, 2016, by a panel consisting of County Library Director Susan Nemitz, Council Member Michael Termini, the City Manager and Public Works Director. The unanimous recommendation of this panel was Bogard Construction of Santa Cruz. Bogard Construction was the project manager for the Scotts Valley Library Project and has excellent recommendations from both Scotts Valley staff and the County Library staff. In addition, Bogard Construction has built five libraries throughout the area. The same staff that assisted Scotts Valley will be working for Capitola.

Staff recommends the contract with Bogard Construction be issued in phases to accommodate the work flow and project decisions and milestones that will need to be made as the project proceeds. The first phase will begin with collecting property site data, formulating the project entitlement process, advising the City on what delivery process will best meet the City's needs, preparing initial project schedules, budgets, and requests for proposals. The scope of services and fees are included as Attachment 1.

This initial contract is for the next two months. Following phases will include public outreach, schematic and plan development, permits and environmental clearance, construction documents, bidding and construction management. Ultimately staff anticipates Bogard's contract will span over two years and reach a value between \$200,000 and \$300,000 depending on various decisions that are made as the project moves forward. Additions to this contract will be brought to the City Council for approval. With approval of this contract, Bogard Construction is prepared to start work immediately and will be attending the August 9, 2016, Library Advisory Committee meeting.

Capitola Library Project Manager
July 28, 2016

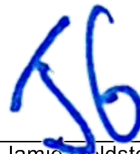
FISCAL IMPACT: The initial phase work will be paid from \$30,000 allocated in the City Library Fund in the current budget. Additional funding will be available from \$372,000 of the Successor Agency funding that is identified for pre-construction project development costs.

ATTACHMENTS:

1. Bogard First Proposal and scope

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/22/2016



July 22, 2016

City of Capitola

Mr. Steven E. Jesberg
Public Works Director
420 Capitola Avenue
Capitola, CA 95010

Re: Project Management Services for Capitola Library

Dear Mr. Jesberg,

Thank you for selecting Bogard Construction, Inc. to assist the City of Capitola with this exciting project. This letter is to request an authorization for initial consulting services to provide project management as needed to assist the City with the Capitola Library project.

We understand our scope is act as the project manager and work with the City to assist with planning and project implementation, as it pertains to, but not necessarily limited to, the following:

- Assisting in the determination of the appropriate project delivery method
- Assisting with the design team selection process
- Developing and maintaining the project schedule and project budget
- Managing the services of any required consultants
- Attending meetings, reviewing and gathering site-related documents
- Coordinating with local jurisdictions and utility companies

We anticipate our time commitment over the next two months will initially average between eight (8) to twelve (12) hours per week (at this time we have budgeted a total of 180 hours). Therefore we request an authorization of a Not to Exceed amount of \$21,600 (Twenty One Thousand Six Hundred Dollars) for our services through September 2016.

Upon authorization we will proceed on an hourly basis.

We look forward to working on this project. Thank you again for allowing us the opportunity to submit our qualifications. If you have any questions, or require additional information, please do not hesitate to contact us.

Respectfully submitted,

Jared Bogaard
Executive Vice President
Bogard Construction, Inc.

Attachment: Bogard First Proposal and scope (1529 : Capitola Library Project Manager)

7/22/2016



Capitola Library - Project Management / Construction Management Services
Initial Start-up

Initial Scope	Months	2016		
		July	Aug	Sept
Preconstruction & Design				
Assist in Determining Project Delivery Method	3	0	10	5
Facilitate Design Team Selection Process	3	0	15	5
Develop & Maintain Master Schedule	3	0	15	10
Coordinate Design Team / Design Process	3	0	5	15
Implement & Manage Consultant Contracts	3	0	5	15
Develop & Update Project Budget / VE	3	0	15	10
Begin Gathering Site Info / Survey	3	0	5	10
Attend Meetings as Required	3	0	10	10
Coordinate with Local Jurisdictions / Council / Utility / Library	3	0	10	10
		2106		
		July	August	Sept
Subtotal Hours		0	90	90

Fee Allocation	\$0	\$10,800	\$10,800
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Reimbursable expenses will be billed at actual cost including, but not limited to, blueprinting, phone/fax, mileage outside the Monterey Bay area, parking, travel expenses, copy reproduction and any consultants retained by Bogard Construction, Inc. will be billed at cost + 10%.

\$21,600

Attachment: Bogard First Proposal and scope (1529 : Capitola Library Project Manager)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Finance Department

SUBJECT: Fiscal Year 2015/16 Budget Adjustments

RECOMMENDED ACTION: Approve the Budget Adjustments.

ATTACHMENTS:

1. Fiscal Year 2015/16 Budget Adjustments

Report Prepared By: Mark Welch
Finance Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/22/2016

City of Capitola Budget Adjustment Form

Date 7/28/2016Requesting Department FinanceAdministrative
Council

x

Item # _____

Council Date _____

Council Approval _____



Revenues		
Account #	Account Description	Increase/Decrease
2216-00-00-000-3910.100	Interfund transfer in General Fund	48,500
1420-00-00-000-3910.100	Interfund transfer in General Fund	49,350
Total		97,850

Expenditures		
Account #	Account Description	Increase/Decrease
1040-00-00-000-4451.100	Supplies Grant funded	\$ 1,605
1300-00-00-000-4650.400	Capital outlay Machinery & equipment	2,400
1313-00-00-000-4345.100	Consultants - non-grant	7,212
1351-00-00-000-4450.500	Supplies General supplies	25
1370-00-00-000-4305.900	CS-Gen/ Admin Contracts - general	960
1420-00-00-000-4305.400	CS-Gen/ Admin Relocation services - Pac Cove	49,350
1421-00-00-000-4450.500	Supplies General supplies	1,000
2212-00-00-000-4650.400	Capital outlay Machinery & equipment	424
2214-00-00-000-4385.101	Other contract services Worker's compensation insurance	4,005
2216-00-00-000-4110.00	Wages Permanent	48,500
5501-00-00-000-4900.300	Other financing uses SA-Rispin/PeeryPk ADA inj rel	26,200
1000-99-99-000-4910.842	Interfund transfer out Pac Cove	49,350
1000-99-99-000-4910.216	Interfund transfer out Compensated Absences	48,500
Total		239,531

Net Impact	(141,681)
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Purpose: Year End Budget Adjustments

Department Head Appro: _____

Finance Department Approval _____

City Manager Approval _____

Attachment: Fiscal Year 2015/16 Budget Adjustments (1550 : Year End Budget Adjustments)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Recruitment Process for Chief of Police, and Designation of City Council Members to Serve on the Interview Panel

RECOMMENDED ACTION: Approve recruitment process for Chief of Police, and designate two City Council Members to serve on the interview panel.

BACKGROUND: Recently Chief of Police Rudy Escalante announced his retirement from the City of Capitola. Chief Escalante will be leaving at the end of September 2016.

As with all Department Heads, with the exception of the City Attorney, the City Manager is responsible for hiring the Police Chief. Understanding the importance of the Police Chief position for the City, the City Council approved the Management Compensation Plan which requires a public review and Council approval of the Police Chief recruitment process.

In order to complete a thorough and transparent recruitment process, staff issued a Request for Proposals to professional recruiting firms. Four proposals were received and the City retained the services of Bob Murray and Associates to assist in the recruitment and selection process for the next Chief of Police. Bob Murray and Associates was selected to assist with the recruitment for the following reasons:

- Experience: Murray and Associates has over 25 years of experience, has placed over 1,000 local government and special district executives, and has conducted over 150 Chief of Police searches.
- Previous experience with the City: Murray and Associates managed the City's recruitment of Chief Escalante and Chief Ehle.
- Cost: Murray and Associates costs were similar to other proposals the City received.
- Transparent public process: Murray and Associates has a history of conducting open recruitments that focus on community involvement throughout the process.

As part of the selection and recruitment process, there will be three separate interview panels. The three panels are as follows: community members, staff, and council members; and finally a professional panel.

The contract includes an analysis of the community and the organization to determine the desired traits and characteristics that will be needed from the next Chief. This will include working with staff, City Council, the Police Department, and the community to learn about the

Recruitment Process for Chief of Police
July 28, 2016

organization and the City.

DISCUSSION: A police chief is one of the most critical positions in a local government organization. Therefore, it is imperative the recruitment for a Police Chief be conducted through a transparent and thorough process. In order to ensure that process, staff is recommending the following recruitment process:

1. Internal Review – meetings with the Police Officers Association and other staff regarding needed characteristics for the Police Chief.
2. Community Forum – public meeting to ensure community involvement and to further complete an assessment of the ideal candidate.
3. Open Recruitment – a public recruitment will be conducted widely advertising the opportunity throughout the State. An initial screening of candidates based on the established criteria and testing will be completed. Candidates who are successful in the initial screening will be interviewed by the Murray and Associates for further analysis, than the finalists will be recommended for the interview process.
4. Three Interview Panels – One internal panel comprised of department directors and two council members, one professional panel consisting of existing and retired Chiefs of Police including Chief Escalante, and one community panel comprised of community and business leaders.

Staff is requesting the Council select two council members to serve on the panel.

Based on the interviews, community input, and an exhaustive background check the final candidate will be selected by the City Manager. It is anticipated this process will take up to 90 days to complete and a new Chief in place by November 2016.

During the interim time period after Chief Escalante retires and before the new Chief begins, the City Manager will designate an interim Chief. In addition, Chief Escalante has offered to make himself available during this time period should the need arise.

FISCAL IMPACT: The cost for the recruitment will be \$17,500 plus expenses up to \$6,900. The cost will be paid for from the personnel savings in the Police Department due to staffing turn over and \$8000.00 from Personnel Contract Services.

ATTACHMENTS:

1. Police Chief Executive Recruitment Proposal
2. Chief of Police Executive Recruitment Contract - Bob Murray & Associates

Report Prepared By: Jamie Goldstein
City Manager

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/22/2016



**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
Chief of Police
ON BEHALF OF THE
City of Capitola**

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

Attachment: Police Chief Executive Recruitment Proposal (1526 : Recruitment Process for Chief of Police)

July 14, 2016

Mr. Jamie Goldstein, City Manager
City of Capitola
420 Capitola Avenue
Capitola, CA 95010

Via email only to: jgoldstein@ci.capitola.ca.us

Dear Mr. Goldstein:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the Police Chief recruitment for the City of Capitola. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the Chief of Police recruitment, Bob Murray & Associates offers the following expertise:

- Bob Murray & Associates is familiar with the City of Capitola and the community it serves, as we conducted the Chief of Police recruitment in 2013 that resulted in the placement of retiring Chief Rudy Escalante. We also previously conducted your City Manager and Community Development Director recruitments. Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.
- With a national network of contacts and unparalleled experience conducting successful Chief of Police recruitments, Bob Murray & Associates is the West's premier executive search firm. We have over 25 years of experience, have placed over 1,000 local government and special district executives, and have conducted over 150 Chief of Police searches. We have conducted recruitments for cities with populations as small as 2,000 and as large as 3 million. We are currently conducting Police Chief recruitments on behalf of the cities of Covina, Salinas, Santa Barbara, and Winters, CA; the Police Chief recruitment on behalf of Los Angeles World Airports, CA; and the Police Lieutenant search on behalf of the California State University, San Bernardino. We recently completed Police Chief recruitments on behalf of the cities of Arvin, Benicia, Capitola, Cathedral City, Chico, Corona, Coronado, East Palo Alto, Fort Bragg, Greenfield, Huntington Beach, Inglewood, Modesto, Oceanside, Pacifica, Petaluma,

Piedmont, Pittsburg, Salinas, San Bernardino, Tehachapi, Tracy, Vacaville, Vallejo, and West Sacramento, CA and the cities of Seattle and Walla Walla, WA; Chandler and Casa Grande, AZ; Klamath Falls, OR; California State University San Bernardino, California State University East Bay, California Polytechnic State University Pomona, Humboldt State University, Oakland Unified School District, Stockton Unified School District, San Diego State University, Santa Rosa Junior College, University of California at Davis, California State University at Sacramento, Pasadena City College; and the East Bay Regional Park District (Captain), CA. Our extensive experience in Chief of Police recruitments and our national network of contacts will provide the City of Capitola with an outstanding candidate pool from which to select the next Chief of Police.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Capitola, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Capitola has quality candidates from which to select the new Chief of Police. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Capitola's needs will be key to a successful search. We will work with the City Manager, as well as other stakeholders identified by the City, to learn as much as possible about the organization's expectations for a new Chief of Police. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Capitola. We also want to know the City Manager's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Capitola's needs, we will design an effective advertising campaign appropriate for the Chief of Police recruitment. We will focus on professional journals that are specifically suited to the Chief of Police search. We will also develop a professional recruitment brochure on the City Manager's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Capitola.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the Chief of Police position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the Chief of Police position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the City Manager with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the Chief of Police recruitment on behalf of the City of Capitola is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Capitola will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:

Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 30 years' experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held various positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in various aspects of the public sector, as well as with special districts and nonprofits.

Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 15 years of experience in executive recruitments with our firm. Prior to joining Bob Murray & Associates, Mr. Williams served as Director of Public Safety with the City of Sunnyvale, CA. Mr. Williams was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. He has been responsible for over 300 recruitments throughout his career; clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining our firm. Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector. His ability to find and evaluate outstanding applicants for our clients is invaluable in the search process.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMBER SMITH, PRINCIPAL CONSULTANT

As Principal Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

SARAH KENNEY, SENIOR CONSULTANT

As a Senior Consultant with Bob Murray & Associates, Ms. Kenney acts as a liaison among clients, recruiters, and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Kenney joined our firm in 2010 with over a decade of professional, managerial, and customer service experience. Our clients appreciate her thorough and accurate work, responsiveness, and support throughout the search process.

Ms. Kenney received her Bachelor of Science degree in Communicative Disorders and Deaf Education from Utah State University and her Bachelor of Arts degree in Psychology from the University of California at Davis.

HELLEN AMSDEN, SENIOR CONSULTANT

Ms. Amsden acts as a liaison among clients, recruiters, and candidates throughout each recruitment process. Her responsibilities include development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Amsden joined our firm in 2016 with nearly a decade of customer service, administrative, and leadership experience. She is committed to providing the highest level of quality support and to working as a partner with clients and candidates throughout the search process. Ms. Amsden graduated summa cum laude with a Bachelor of Arts degree in Leadership and Organizational Studies from Saint Mary's College of California.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT:	City of Pacifica, CA
POSITION:	Police Chief
REFERENCE:	Ms. Lorie Tinfow, City Manager, (650)738-7408
CLIENT:	City of Fort Bragg, CA
POSITION:	Police Chief
REFERENCE:	Ms. Linda Ruffing, City Manager (707) 961-2823 ext. 118
CLIENT:	City of Greenfield, CA
POSITION:	Police Chief
REFERENCE:	Ms. Susan Stanton, City Manager, (831) 674-5591
CLIENT:	City of Arvin, CA
POSITION:	Police Chief
REFERENCE:	Mr. Al Noyola, City Manager, cell (661) 903-0136 work (661) 854-3134
CLIENT:	City of Benicia, CA
POSITION:	Police Chief
REFERENCE:	Mr. Brad Kilger, former City Manager and current Martinez City Manager, (925) 372-3505

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT**

Executive Recruitment for a Police Chief
Bob Murray and Associates

THIS AGREEMENT is entered into on July 20, 2016, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Bob Murray and Associates, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1
Scope of Services**

The services to be performed under this Agreement are for Executive Recruitment for a Police Chief and further detailed in Appendix One.

**SECTION 2
Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Jamie Goldstein, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3
Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 Fees and Payment

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City when the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- I The date Consultant completes the services required by this Agreement, as agreed by the City; or
- I The date either party terminates the Agreement as provided below.

Work shall begin on or about July 22, 2016.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for ____ years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(including operations, products and completed operations) | \$1,000,000 per occurrence and \$2,000,000 in aggregate (including operations, for bodily injury, personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the aggregate. |

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant and automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

(For Design Professionals as defined in Civil Code section 2782.8: licensed architects, licensed landscape architects, professional engineers, professional land surveyors):

Consultant agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from the negligence, recklessness, or willful misconduct of Consultant, Consultant's employees, agents, or subcontractors in the performance of this agreement. But this indemnity does not apply to liability for damages arising from the sole negligence, active negligence or willful misconduct of the City.

(For Non Design Professionals, such as for construction management services):

Consultant shall hold harmless, defend, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11 **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12 **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13 **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
 CITY OF CAPITOLA
 420 Capitola Avenue
 Capitola, CA 95010
 831-475-7300

CONSULTANT
 Bob Murray & Associates
 1544 Eureka Road, Ste. 280
 Roseville, CA 95661
 (916) 784-9080

By: _____
 Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

 Anthony Condotti, City Counsel

APPENDIX ONE

Scope of Services

THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Capitola has quality candidates from which to select the new Chief of Police. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Capitola's needs will be key to a successful search. We will work with the City Manager, as well as other stakeholders identified by the City, to learn as much as possible about the organization's expectations for a new Chief of Police. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Capitola. We also want to know the City Manager's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Capitola's needs, we will design an effective advertising campaign appropriate for the Chief of Police recruitment. We will focus on professional journals that are specifically suited to the Chief of Police search. We will also develop a professional recruitment brochure on the City Manager's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Capitola.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the Chief of Police position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the Chief of Police position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know

have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the City Manager with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

APPENDIX TWO Fees and Payments

For the services performed, City will pay Consultant on a professional fee plus expenses basis, monthly as charges accrue, for professional services tasks completed and expenses incurred.

City will be invoiced as follows for professional services fees by task, with tasks outlined in Appendix One:

- Step 1: Develop the Candidate Profile \$3,000
- Step 2: Develop Advertising Campaign and Recruitment Brochure \$1,000
- Step 3: Recruit Candidates \$3,500
- Step 4: Screen Candidates \$1,000
- Step 5: Conduct Personal Interviews \$3,500
- Step 6: Conduct Public Record Search \$500
- Step 7: Provide Recommendation \$2,000
- Step 8: Assist with Final Interviews \$2,000
- Step 9: Conduct Detailed Reference Checks \$1,000

Assistance with negotiations and complete administrative assistance included at no extra charge

Reimbursable expenses will include the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included under the expense cap.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$17,500 plus expenses as incurred not to exceed \$6,900. The total cost of the contract will not exceed \$24,400 without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Consider a Resolution Establishing November 8, 2016, as the Date for a Municipal Election on a Proposed Ballot Measure Seeking Voter Authorization to Extend the Sunset Date on an Existing One-Quarter Cent (0.25%) Transactions and Use ("Sales") Tax; and the Introduction of an Ordinance Amending Section 16 of Ordinance 880, as Amended by Ordinance No. 935 Pertaining to the City's Transactions and Use Tax Administered by the State Board of Equalization

RECOMMENDED ACTION: Staff recommends the City Council take the following actions:

1. Adopt the draft Resolution to (a) identify the City Council intentions for the proposed measure; (b) approve the proposed measure language; (c) request consolidation and County Elections to conduct the election; and
2. Introduce an Ordinance amending Section 16 of Ordinance No. 880, as amended by Ordinance No. 935, pertaining to the City's Transactions and Use Tax administered by the State Board of Equalization; and
3. Appoint a City Council subcommittee to prepare an argument and rebuttal in support of the ballot measure and return to the full City Council with a draft argument at a Special Meeting on August 11.

BACKGROUND: At the June 16, 2016, budget hearing the Council directed staff to add to the July 28, 2016, Council agenda the consideration of adding a measure to the November 8, 2016, ballot. As directed by Council, the proposed measure would extend the Measure D sales tax for 10 years with funds used to maintain the Police Department at full staffing, protect and maintain the wharf and beach from storms and rising sea levels, maintain and improve parks, sidewalks and bike lanes and provide other services.

Capitola voters first approved a temporary quarter-cent sales tax in 2004 as Measure P, then extended that tax through December 31, 2017, with the passage of Measure D in 2008. This tax provides an average of about \$1 million in General Fund revenue annually.

In June 2016, the City conducted a public opinion survey of 180 likely voters with the results presented to City Council on June 16, 2016. The survey results indicated 78 percent would support a 10-year extension of the sales tax after being presented with arguments both for and against the measure. It would require a simple majority for the measure to pass.

Extension of Measure D
July 28, 2016

The City Council adopted Resolution No. 4056 on June 23, 2016, calling for consolidation of the election of two Capitola Council Members and one City Treasurer with the Presidential General Election on November 8, 2016, to be conducted by the Santa Cruz County Elections Department.

DISCUSSION: The final deadline for the City Council to request consolidation of a local election for a measure to the County Elections Department is August 12, 2016. The draft Resolution before the City Council calls for a local ballot measure amending the deadline of Section 16 of Ordinance 880 to expire December 31, 2017, to be included in the same consolidated election (Attachment 1). The proposed measure if approved by the voters would extend the sunset date on the existing one-quarter cent (0.25%) transactions and use ("sales") tax to maintain fiscal stability and protect essential City facilities and services.

Attached is a draft Ordinance regarding the City's Transactions and Use Tax (Tax) (Attachment 2). If approved by a majority of the voters of the City in the November 8, 2016, election as set forth in Ordinance No. 880, as amended by Ordinance No. 935, the Tax shall be re-authorized and extended through and including December 31, 2027.

The State Elections Code provides that any member of the City Council may file an argument for or against a ballot measure. Staff recommends that the City Council by majority vote appoint a two-member City Council subcommittee to write the argument to be brought to the full City Council for action. Attached is the Timeline for Filing Arguments/Rebuttals for City Measure (Attachment 3).

Resolution also identifies the City Council intended uses for revenue from the proposed measure. Specifically, the Resolution calls for the funds to be used to protect essential city services, such as police and emergency safety programs, and to protect and maintain the wharf and beach from storms and rising sea levels, and maintain and improve parks, sidewalks and bike lanes. The City's Finance Advisory Committee will provide a recommendation related to the City Council proposed intentions at the meeting.

FISCAL IMPACT: If the transactions and use tax extension measure is successful, Capitola's portion of the sales tax rate will remain constant through December 2027. This measure is anticipated to generate about \$1 million annually in General Fund revenues. The City will be responsible for the printing and distribution costs of the measure's text in the voter information pamphlet, which would include the City Attorney's impartial analysis, the Finance Director's fiscal analysis, and any arguments and rebuttal arguments pertaining to the ballot measure. The estimated cost for the consolidated election which includes a measure is \$10,000.

ATTACHMENTS:

1. Draft Ordinance (DOCX)
2. Draft Resolution (DOCX)
3. Election Argument Timeline (DOC)
4. Ordinance No. 935 (PDF)
5. Notice of Election (DOC)

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/22/2016

DRAFT ORDINANCE

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF CAPITOLA
AMENDING SECTION 16 OF ORDINANCE NO. 880, AS AMENDED BY ORDINANCE NO. 935,
PERTAINING TO THE CITY OF CAPITOLA TRANSACTIONS AND USE TAX ADMINISTERED
BY THE STATE BOARD OF EQUALIZATION**

THE PEOPLE OF THE CITY OF CAPITOLA, CALIFORNIA, DO ORDAIN AS FOLLOWS:

Section 1. Section 16 of Ordinance 880, as amended by Ordinance No. 935, is hereby amended to read as follows.

“Section 16. TERMINATION DATE. The authority to levy the tax imposed by this ordinance shall expire December 31, 2027.”

Section 2. Approval by the Voters. This Ordinance shall be submitted to the voters at an election to be held on November 8, 2016. Upon approval by a majority of the voters of the City voting on this Ordinance, the Transactions and Use Tax set forth in Ordinance No. 880, as amended by Ordinance No. 935, shall be re-authorized and extended through and including December 31, 2027.

PASSED AND ADOPTED this 28th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Ed Bottorff, Mayor

ATTEST:

_____, CMC
Susan Sneddon, City Clerk

Attachment: Draft Ordinance (1520 : Extension of Measure D)

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ESTABLISHING NOVEMBER 8, 2016, AS THE DATE FOR A MUNICIPAL ELECTION ON A PROPOSED BALLOT MEASURE SEEKING VOTER AUTHORIZATION TO EXTEND THE SUNSET DATE ON AN EXISTING ONE QUARTER CENT (0.25%) TRANSACTION AND USE ("SALES") TAX TO MAINTAIN FISCAL STABILITY AND PROTECT ESSENTIAL CITY FACILITIES AND SERVICES, REQUESTING THAT SANTA CRUZ COUNTY ELECTIONS DEPARTMENT PROVIDE CERTAIN SERVICES INCLUDING CONDUCTING THE ELECTION, AND REQUESTING CONSOLIDATION WITH THE GENERAL ELECTION IN THE CITY OF CAPITOLA ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, the City Council has determined that it is in the best interests of the people of the City of Capitola to extend the sunset date of the existing one quarter cent (0.25%) transaction and use ("sales") tax, currently scheduled to expire on December 31, 2017, an additional ten years, to December 31, 2027; and

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the City shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the City shall reimburse the county in full for the services performed upon presentation of a bill to the City; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a city for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition or office to be filled is to appear upon the same ballot as that provided for that statewide election, the city shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law

Attachment: Draft Resolution (1520 : Extension of Measure D)

regulating the statewide or special election, or the election held pursuant to Election Code Section 1302 or 1303, as applicable.

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 8, 2016; and

WHEREAS, the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Elections Department each a certified copy of this Resolution; and

WHEREAS, the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAPITOLA CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Capitola hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2016, insofar as said elections are to be held in the same territory or in a territory that is in part the same as the territory of the City of Capitola, and hereby requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Sections 10401 and 10403.

SECTION 2. That the City Council of the City of Capitola hereby requests the Board of Supervisors to permit the Santa Cruz County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and

SECTION 3. That the Santa Cruz County Elections Department shall conduct the election for the following Measure to be voted on at the November 8, 2016, election:

Without increasing taxes, shall the City of Capitola extend the 2017 sunset date of its current one-quarter percent sales tax for an additional ten years to protect essential city services, such as police and emergency safety programs, and to protect and maintain the wharf and beach from storms and rising sea levels, maintain and improve parks, sidewalks and bike lanes and provide other services, with all funds staying local?	Yes	
	No	

SECTION 4. That the Santa Cruz County Elections Department is requested to print the measure text exactly as filed or indicated on the filed document in the Voter's Information Pamphlet section of the Sample Ballot for the November 8, 2016, election, attached hereto as Exhibit "A." The cost of the printing and distribution of the measure text will be paid for by the city.

SECTION 5. That it is the intent and goal of the City Council, and the City Council hereby encourages future members of the Capitola City Council to support this intent and goal which it cannot bind by adoption of this Resolution, to exercise its discretion to use the revenue from the proposed one quarter cent (0.25%) tax measure to protect essential city services, such as police and emergency safety programs, and to protect and maintain the wharf and beach from storms and rising sea levels, and maintain and improve parks, sidewalks and bike lanes.

SECTION 6. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney and the Finance Director. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments. The Finance Director shall prepare a fiscal analysis of the measure showing the effect of the measure. The fiscal analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 7. That the City Clerk of the City of Capitola is hereby ordered and directed to cause said proposed ordinance and notice of election to be published and posted in accordance with the provisions of the California State Elections Code.

SECTION 8. That the City Clerk is hereby authorized to execute any other documents and to perform all acts necessary to place the Measure on the ballot, including making alterations to the abbreviated text of the Measure in order to comply with the requirements of law and the Santa Cruz County Registrar of Voters.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 28th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ed Bottorff, Mayor

ATTEST: _____
Susan Sneddon, City Clerk

Attachment: Draft Resolution (1520 : Extension of Measure D)

EXHIBIT "A"

Measure to be voted on: Extension of City of Capitola Transactions and Use Tax

ORDINANCE NO._____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF CAPITOLA
AMENDING SECTION 16 OF ORDINANCE 880, AS AMENDED BY ORDINANCE NO. 935,
PERTAINING TO THE CITY OF CAPITOLA TRANSACTIONS AND USE TAX ADMINISTERED
BY THE STATE BOARD OF EQUALIZATION**

THE PEOPLE OF THE CITY OF CAPITOLA, CALIFORNIA, DO ORDAIN AS
FOLLOWS:

Section 1. Section 16 of Ordinance 880, as amended by Ordinance No. 935, is hereby
amended to read as follows.

"Section 16. TERMINATION DATE. The authority to levy the tax imposed by this ordinance
shall expire December 31, 2027."

Attachment: Draft Resolution (1520 : Extension of Measure D)



November 8, 2016 GENERAL MUNICIPAL ELECTION

Timeline for Filing Arguments/Rebuttals for City Measure

**PUBLISH NOTICE REGARDING DEADLINES
FOR ARGUMENTS/REBUTTALS:**

Wednesday, August 3, 2016

**DEADLINE FOR FILING ARGUMENTS
AND IMPARTIAL ANALYSIS:**

Friday, August 19, 2016 – 5:00 p.m.

WHERE:

Capitola City Hall, Office of the City Clerk
420 Capitola Avenue
Capitola, CA 95010

10-Day Public Inspection:

*Saturday, August 20, to Monday, August 29

*(since August 20 is a Saturday the 10-day public inspection will begin on Monday, August 22)

DEADLINE FOR REBUTTALS:

Friday, August 26, 2016 – 5:00 p.m.

10-day Public Inspection:

*Saturday, August 27, 2016, to *Tuesday, Sept 6, 2016

*(since August 27 is a Saturday the 10-day public inspection will begin Monday, August 29 and the close of the 10-day public inspection is on Tuesday, Sept 6)

10- DAY PUBLIC INSPECTION:

Arguments and rebuttals are available for 10-day public inspection. During this period a writ of mandate or injunction may be sought to require amendments or deletions.

WRITTEN ARGUMENTS/REBUTTALS:

Arguments may not exceed 300 words in length, and rebuttals may not exceed 250 words in length.

CONFIDENTIALITY OF ARGUMENTS:

Arguments and rebuttals shall remain confidential until 5:00 p.m. on Friday, August 19, 2016.

WITHDRAWAL/CHANGES:

Arguments and rebuttals may be changed or withdrawn until and including the date fixed for final submission to the City Clerk.

MULTIPLE ARGUMENTS:

If more than one argument is submitted, the City Clerk will select one of the arguments to be printed based on a priority specified in the Elections Code.

CONSOLIDATION WITH COUNTY:

At the close of the deadline for filing of said arguments/rebuttals, the materials filed with the City Clerk will be forwarded to the County Elections Department for inclusion in the Sample Ballot.

*If there is an asterisk by the date, the date falls on a weekend or holiday; so the date listed is the next business day.

2507

COPY

ORDINANCE NO. 935

AN ORDINANCE OF THE PEOPLE OF THE CITY OF CAPITOLA
AMENDING SECTION 16 OF ORDINANCE NO. 880 PERTAINING TO THE
CITY OF CAPITOLA TRANSACTIONS AND USE TAX
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

THE PEOPLE OF THE CITY OF CAPITOLA, CALIFORNIA, DO ORDAIN AS
FOLLOWS:

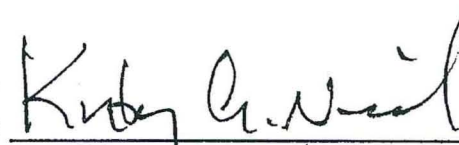
Section 1. Section 16 of Ordinance No. 880 is hereby amended to read as follows:

"Section 16. TERMINATION DATE. The authority to levy the tax imposed by this ordinance shall expire December 31, 2017."

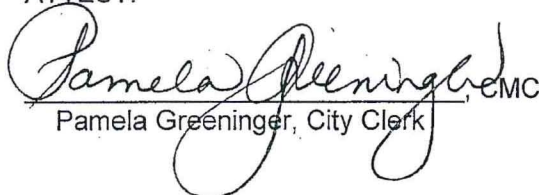
Section 2. Upon adoption of this ordinance pursuant to the voter approval the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Capitola Municipal Code.

Section 3. This ordinance shall be considered as adopted on December 4, 2008; i.e., the date that the City Council adopted Resolution No. 3729 certifying the November 4, 2008, General Municipal Election results and shall go into effect ten (10) days after that date; i.e., on December 14, 2008.

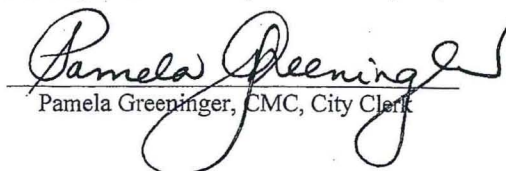
APPROVED:


Kirby A. Nicol, Mayor

ATTEST:


Pamela Greeninger, City Clerk

This is to certify that the above and foregoing is
a true and correct copy of Ordinance No. 935
adopted by the voters of the City of Capitola at
the November 4, 2008 General Municipal Election
and approved by the City Council at its Special
Meeting held the 4th day of December, 2008.


Pamela Greeninger, CMC, City Clerk

Attachment: Ordinance No. 935 (1520 : Extension of Measure D)



NOTICE OF ELECTION

NOTICE IS HEREBY GIVEN that a General Municipal Election will be held in the City of Capitola on Tuesday, November 8, 2016, for the following officers:

For two (2) Members of the City Council
[Full term of four years]

For a City Treasurer
[Full term of four years]

Pursuant to California Elections Code §12112, the following information pertinent to candidacy is hereby provided:

Qualifications for Office: A person is eligible to hold office if he/she is a United States citizen, 18 years of age or older, and is a registered voter residing within the City of Capitola city limits at the time the nomination papers are issued.

Where to obtain and file official declarations of candidacy: Eligible candidates desiring to file for elective office in the City of Capitola may obtain official forms from the City Clerk at Capitola City Hall, 420 Capitola Avenue, Capitola, CA 95010. Completed forms must also be filed with the City Clerk.

Filing period for Nomination Papers: The filing period for Nomination Papers for an incumbent is from Monday, July 18, 2016, through Friday, August 12, 2016, at 5:00 p.m. Since one of the incumbents will not be filling due to term limits, the nomination period for all other candidates will be extended to Wednesday, August 17, 2016, at 5:00 p.m.

Appointment to elective office: In the event there are no nominees or an insufficient number of nominees for the office and a petition for an election is not filed with the elections official within the time period prescribed by California Elections Code §10515 (i.e. by 5:00 p.m. on the 83rd day prior to the day fixed for the election – August 17, 2016), then appointment to each elective office will be made as prescribed by Elections Code §10515.

The polls will be open between the hours of 7:00 a.m. and 8:00 p.m. on Tuesday, November 8, 2016.

ABOVE NOTICE GIVEN this 11th day of July, 2016.

Susan Sneddon, CMC
Capitola City Clerk/Elections Official

Attachment: Notice of Election (1520 : Extension of Measure D)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Finance Department

SUBJECT: OpenGov Financial Transparency Presentation

RECOMMENDED ACTION: Receive presentation and provide direction.

BACKGROUND/DISCUSSION: This year's recently approved budget included funding to implement the OpenGov Financial Transparency tool. OpenGov.com specializes in web-based software that aids in transparency of financial data for government agencies. Their Financial Transparency program offers an application that displays government financial data in a user-friendly, visual, and intelligent way allowing users the ability to analyze and share data.

Each year the City produces its annual budget through an open and transparent review process. However, at times the community may find the governmental budget document cumbersome. While years of City budget and financial data is available on the City's website that information is static and not easily manipulated.

The OpenGov.com system is a tool that provides another layer of financial transparency. It is not designed to replace the City's budget but rather provide an adaptive interface for the public to manipulate and drill down on financial data. The web-based application tool will be connected seamlessly through the City's website. Staff believes that OpenGov.com is a simple and cost-minimal way to continue to provide the community with the tools to engage and stay informed.

The Finance Department anticipates efficiency improvements in the creation of Quarterly Financial Reports and improved graphical budget presentations.

FISCAL IMPACT: The cost to the City is less than \$3,500 per year. The costs for the first year subscription are included in the adopted Fiscal Year 2016-17 Budget.

ATTACHMENTS:

1. FY 2015.16 Third Quarter Budget Report
2. Fiscal Year 2015/16 Second Quarter Sales Tax

Report Prepared By: Mark Welch
Finance Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

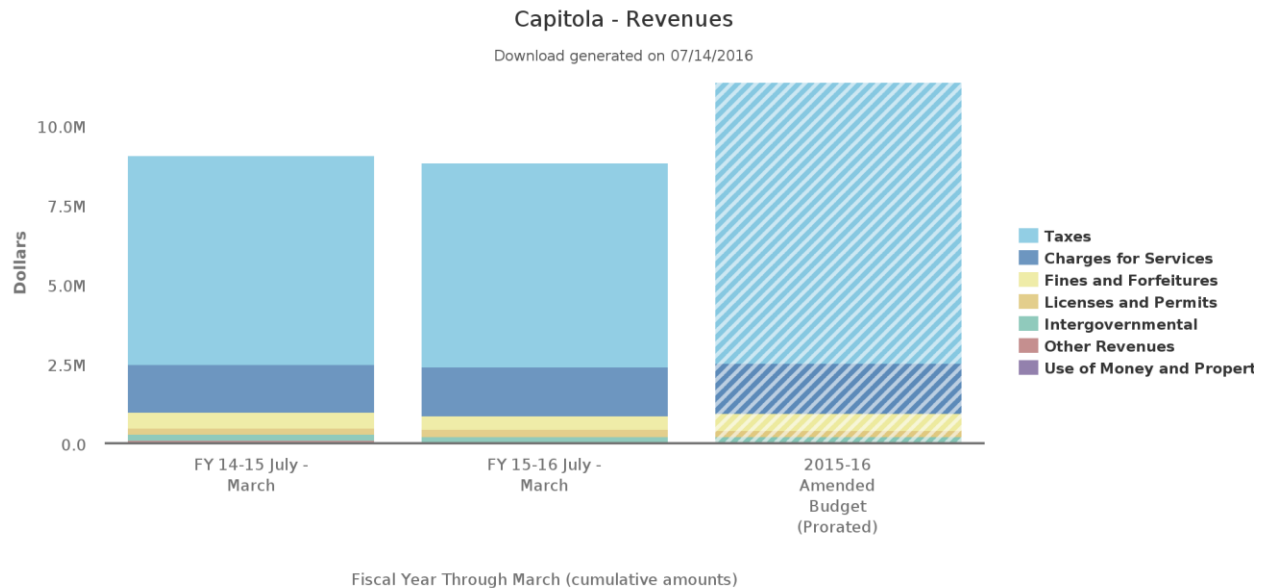
7/14/16

Third Quarter Budget Report

The City continues to maintain a strong financial position. With the adoption of the Fiscal Year 2015/16 Budget the Finance Department has implemented a financial transparency website. The website: www.capitolaca.opengov.com allows for improved access to the City's financial records. This report contains images and tables found on the City's OpenGov site.

Revenue

The City's revenue collections continue to be strong. We are slightly below FY14/15 collections due to the unwinding of the triple flip. The State withheld 0.25% of our sales tax for July-December which will be paid in July or early August.



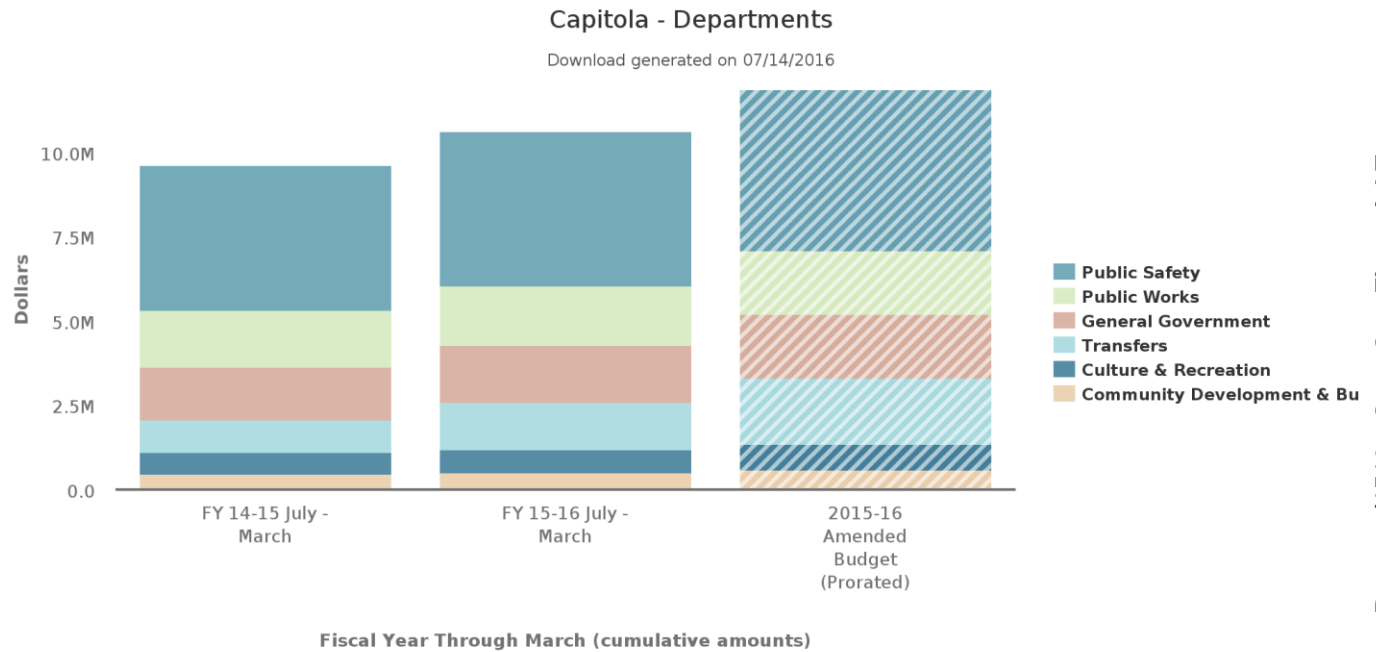
Capitola - Revenues

Funds Filter: General Fund
Download generated on 07/14/2016

Object Type	FY 14-15 July - March	FY 15-16 July - March	2015-16 Amended Budget	2015-16 Actual vs Budget Variance	2015-16 Actual vs Budget % Variance
Taxes	\$ 6,587,691	\$ 6,418,042	\$ 8,804,886	\$ -2,386,844	-27.11%
Charges for Services	1,508,910	1,536,161	1,585,328	-49,167	-3.10%
Fines and Forfeitures	511,475	442,193	528,750	-86,557	-16.37%
Licenses and Permits	191,063	239,680	185,963	53,717	28.89%
Intergovernmental	189,899	136,602	152,080	-15,478	-10.18%
Other Revenues	56,523	61,844	45,900	15,944	34.74%
Use of Money and Property	50,625	15,726	44,325	-28,599	-64.52%
Total	\$ 9,096,186	\$ 8,850,248	\$ 11,347,232	\$ -2,496,984	-22.01%

Expenditures

The City continues to maintain strong fiscal restraint and all departments are under budget after three quarters.



Capitola - Departments

Funds Filter: General Fund

Download generated on 07/14/2016

Departments	FY 14-15 July - March	FY 15-16 July - March	2015-16 Amended Budget	2015-16 Actual vs Budget Variance	2015-16 Actual vs Budget % Variance
Public Safety	\$ 4,301,885	\$ 4,584,716	\$ 4,753,500	\$ -168,784	-3.55
Public Works	1,685,348	1,768,293	1,884,038	-115,745	-6.14
General Government	1,577,350	1,699,709	1,882,109	-182,400	-9.69
Transfers	962,000	1,394,513	1,986,301	-591,788	-29.79
Culture & Recreation	626,015	675,934	761,843	-85,909	-11.28
Community Development & Building	500,644	534,643	586,139	-51,496	-8.79
Total	\$ 9,653,242	\$ 10,657,808	\$ 11,853,930	\$ -1,196,122	-10.09

Attachment: FY 2015.16 Third Quarter Budget Report (1513 : OpenGov Financial Transparency)

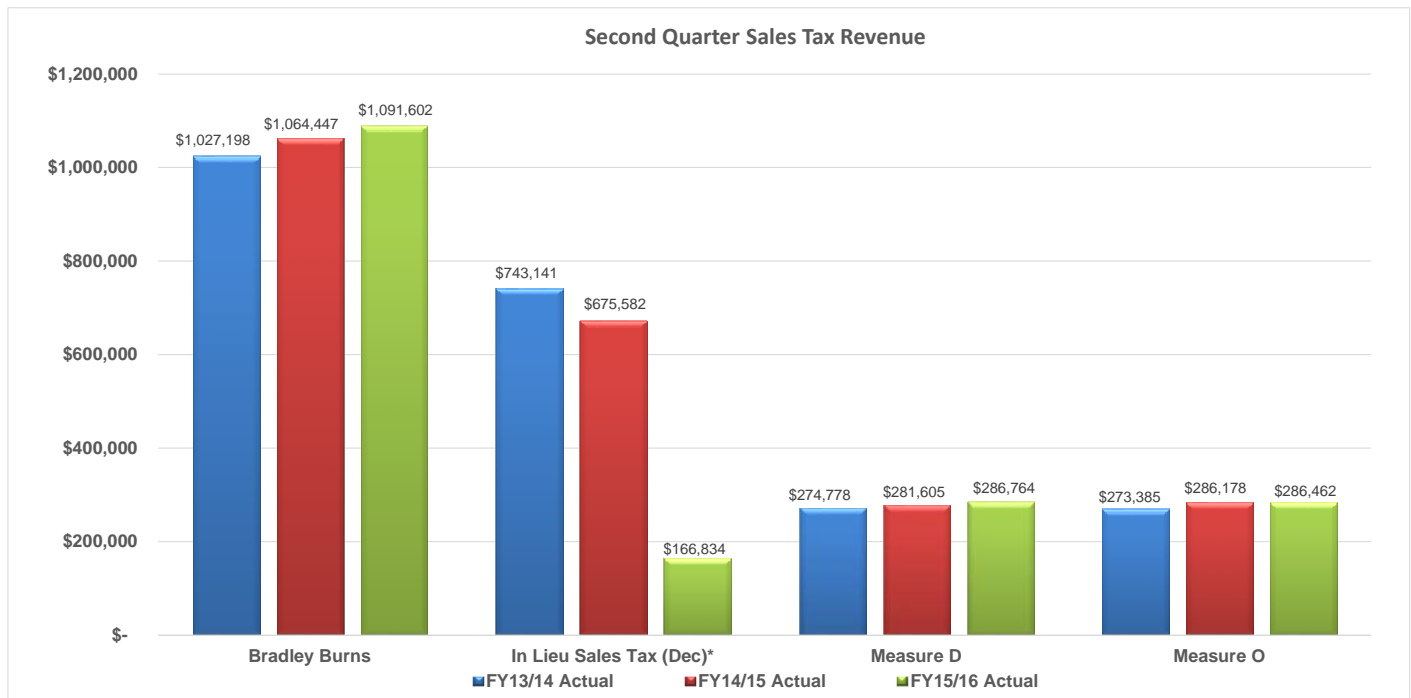


Sales Tax Revenue Report Second Quarter – Fiscal Year 15/16

Total sales tax receipts for the second quarter of FY15/16 were \$1,664,828, which is \$8,672 or 0.5% under budget and \$32,598 or 2% higher than the prior year. The Bradley-Burns component generated \$1,091,602 in revenues and is \$502 over budget and \$27,155 or 2.6% higher than the prior year. Measure D produced \$286,764 in receipts, which is \$1,936 or 0.7% under budget and \$5,159 or 1.8% more than the second quarter of last year. Measure O contributed \$286,462 in revenues, which is \$7,238 or 2.5% under budget and \$284 or 0.1% higher than the prior year. The December in lieu sales tax payment was \$508,748 below last year's receipts due to the end of the triple flip. This shortfall will be made up in August 2016 when the final triple flip payment is made. Additionally, the 1% Bradley-Burns rate is restored as of January 1, 2016, with the associated receipts coming in March 2016. A table and graph showing the second quarter sales tax results are shown below.

Second Quarter Sales Tax Revenue Comparison								
Description	FY13/14 Actual	FY14/15 Actual	FY15/16 Budget	FY15/16 Actual	Actual vs. Budget		Actual vs. Prior Year	
					Amount	%	Amount	%
Bradley Burns	\$ 1,027,198	\$ 1,064,447	\$ 1,091,100	\$ 1,091,602	\$ 502	0.0%	\$ 27,155	2.6%
In Lieu Sales Tax (Dec)*	\$ 743,141	\$ 675,582	\$ 166,835	\$ 166,834	\$ (1)	0.0%	\$ (508,748)	-75.3%
Measure D	\$ 274,778	\$ 281,605	\$ 288,700	\$ 286,764	\$ (1,936)	-0.7%	\$ 5,159	1.8%
Measure O	\$ 273,385	\$ 286,178	\$ 293,700	\$ 286,462	\$ (7,238)	-2.5%	\$ 284	0.1%
	\$ 2,318,502	\$ 2,307,812	\$ 1,840,335	\$ 1,831,662	\$ (8,673)	-0.5%	\$ (476,150)	-20.6%

*FY15/16 December in lieu payment is for one quarter only (April – June 2015), not four quarters as in prior years due to the end of the triple flip.





CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Santa Cruz County Mosquito Abatement / Vector Control Presentation

RECOMMENDED ACTION: Receive presentation regarding the Local Invasive Aedes Mosquito and Arbovirus Surveillance and Response Plan.

BACKGROUND/ DISCUSSION: Mosquito control is a county-wide function of the Santa Cruz County Vector Control District which is part of the Santa Cruz County's Agricultural Commissioner's Office. Last month City Manager Goldstein met with Paul Binding, Santa Cruz County Mosquito Abatement / Vector Control Manager, and Amanda Poulsen, Vector Ecologist, to discuss 2016 summer mosquito monitoring and control activities. Staff believes it is especially important to initiate this discussion in light of the ongoing international discussion of the mosquito borne Zika virus.

Mr. Binding of the County Vector Control will be at the meeting to present the proposed Local Invasive Aedes and Arbovirus Surveillance and Response Plan (Plan). The Plan recommends procedures for handling the risk reduction and communications effort in preparation and response to a confirmed presence of invasive Aedes mosquitoes and existing and emerging arboviruses in Santa Cruz County.

FISCAL IMPACT: None.

ATTACHMENTS:

1. Local Invasive Aedes and Arbovirus Surveillance and Response Plan

Report Prepared By: Jamie Goldstein
City Manager

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/21/2016

LOCAL INVASIVE AEDES AND ARBOVIRUS SURVEILLANCE AND RESPONSE PLAN

1. Purpose

The purpose of this plan is to recommend procedures for handling the risk reduction and communications effort in preparation and response to a confirmed presence of invasive *Aedes* mosquitoes and existing and emerging arboviruses in Santa Cruz County. These mosquitoes are competent disease vectors and pestiferous urban container breeders that prefer biting humans, readily enter homes and vehicles, and are difficult to eradicate.

This plan may be updated as needed and is designed to be used by interagency staff familiar with the threat, and in conjunction with existing programs and plans including the California Department of Public Health's "[Guidance for Surveillance of and Response to Invasive *Aedes* Mosquitoes and Locally Acquired Exotic Mosquito-Borne Infections Transmitted by these Mosquitoes in California](#)" (Updated March 2016).

2. Planning Assumptions

- a. With the most recent discoveries in California of exotic *Aedes* species including *Aedes aegypti* (the yellow fever mosquito, 2013) and *Aedes albopictus* (Asian tiger mosquito, 2011), there is the potential for them to establish in Santa Cruz County. Once established, it is possible that they could acquire exotic viruses by biting infected travelers returning to California from areas where mosquito-borne viruses have become epidemic, as they are competent vectors of dengue fever, yellow fever, Zika and chikungunya viruses.
- b. The confirmed presence of these day-biting *Aedes* species in Santa Cruz County will result in significant media coverage, biting incidents and public concern.
- c. Information about invasive *Aedes* species and associated diseases is being disseminated throughout Santa Cruz County. During the initial period of increased attention, a unique opportunity exists to further educate the public about these container breeding mosquitoes. We will rely on the public to report sightings and reduce breeding habitat. In addition we are informing travelers to protect themselves against dengue fever, yellow fever, Zika virus and chikungunya where they are endemic.
- d. There are risks of inaccurate information and/or rumor supplanting facts.
- e. There are risks of some inappropriate use or types of pesticides and mosquito repellent—especially for children.
- f. Residents may confuse native black and white mosquitoes with invasive *Aedes*.

3. Key Messages

- ***Aedes aegypti* and *Aedes albopictus* are non-native mosquitoes** currently found in 12 California counties. **These mosquitoes are capable of transmitting several viruses, including [dengue](#), [yellow fever](#), [Zika](#), and [chikungunya](#).** These diseases can cause high fevers, extremely painful aches and joint pain, and be potentially fatal. Recently, Zika virus has been associated with an increase risk of microcephaly in newborns and Guillain-Barre syndrome. **Both *Aedes aegypti* and *Aedes albopictus* are well adapted to living among humans.** They are aggressive day biters, bite multiple hosts per blood meal, and lay their desiccation-tolerant eggs in various and cryptic containers (such as saucers under potted plants or old tires) commonly found around the household and public areas. Spread in California is predicted to be hindered by the prevalence of screening, air conditioning and indoor living relative to the more crowded, warmer climate of infested tropical areas and the U.S. Southeast. The cooler climate may inhibit overwintering and spread in our County, but periodic re-infestations may occur.
- **Dengue, yellow fever, Zika and chikungunya are not often transmitted from human to human directly—they require transmission via the bite of an *Aedes* mosquito vector. Sexual transmission of Zika virus is suspected and is being monitored. Rapid diagnosis and reporting of suspect cases and control of vector mosquitoes is important in limiting new cases.**
- **Currently, there is ongoing transmission of chikungunya, dengue, and Zika viruses in much of the tropics, including Mexico and Central and South America. To date, almost all U.S. cases have been associated with recent travel to endemic areas.** Although local transmission of these viruses has not been detected in California, chances of a local but limited disease outbreak could be possible in areas where *Aedes aegypti* or *Aedes albopictus* are established. The Santa Cruz County Health Services Agency (HSA) Communicable Disease Unit is tracking these viruses in our county.
- **Mosquito surveillance, prevention and control programs are in place in California, and in Santa Cruz County through Mosquito Abatement and Vector Control (MAVC), but controlling the spread of these mosquito species once they establish can only be achieved through inter-agency and public cooperation on an unprecedented scale.** (See Section 4 for Methods of Control). Traps to detect *Aedes aegypti* and *Aedes albopictus* are deployed throughout the county during warmer seasons. If these mosquitoes are detected, with the cooperation of other agencies, immediate door-to-door inspections and intensive public outreach will need to be initiated. Residents need to take responsibility for eliminating breeding sites around their household, as MAVC staff alone will not be able to inspect and treat all sources at the frequency necessary for controlling invasive *Aedes*.
- **There are some simple personal and environmental measures people can take to reduce the chance of harboring the invasive mosquitoes.** Residents can check that

yard drains and roof gutters are not holding water and containers in and outside the home such as plant saucers, old tires, or buckets are dumped periodically to prevent the accumulation of standing water. Residents can also alert MAVC if they experience mosquito bites during the day (indoors or outdoors) by a black and white mosquito. Lastly, individuals can use mosquito repellents that contain DEET or other effective ingredients such as oil of lemon eucalyptus, picaridin, or IR3535 especially when travelling to regions where these mosquitoes are active or where mosquito-borne viruses are endemic.

4. Methods of Surveillance and Control

- Traps to detect *Aedes aegypti* and *Aedes albopictus* adult mosquitoes (autocidal gravid ovitrap - AGO Traps, Biogents Sentinel Adult Trap - BG) and eggs (ovitrap) are deployed by MAVC throughout the county during the warmer seasons. These traps are stationed in a locations suspected to be good breeding habitat for invasive *Aedes* throughout the county, and BGs are checked every 3 days, ovitrap every 7 days, and AGOs every two weeks.
- Residents will be encouraged to call our district if they experience day-time biting black and white mosquitoes. Any report from the public of mosquitoes that match this description, will be followed up with an inspection and deployment of additional surveillance traps around the reported location.
- If an invasive *Aedes* mosquito is detected by surveillance methods, MAVC is to notify HSA and the California Department of Public Health (CDPH) immediately. MAVC will publish press releases as outlined in the [State response plan](#).
- If an invasive *Aedes* mosquito is detected and/or if MAVC is notified by HSA of a human case of dengue, Zika, chikungunya, or other emerging viruses, MAVC will deploy additional AGOs, BG traps and ovitrap within a ¼ - ½ mile (potential flight range of the mosquito) buffer of the detection.
- Door-to-door inspections will also occur if *Aedes aegypti* or *Aedes albopictus* is detected within the county. Yards will be inspected, any *Aedes* larvae, eggs, or adults treated or destroyed, containers may be decontaminated to remove eggs or removed for disposal, and residents will be told what they can do to prevent breeding sources in their yard and home. If residents are not home, MAVC will leave door-hangers with educational information about invasive *Aedes* and follow up with a request for another inspection in the near future.
- Pyrethroid pesticides and targeted, limited low-volume fogging may be used if invasive *Aedes* adults are detected in residential yards and open, non-residential areas such as nurseries or cemeteries.
- Pools of collected invasive *Aedes* will be sent for arboviral testing to the UC Davis Center for Vectorborne Diseases.
- Overall, once established, successful management of *Aedes aegypti* and *Aedes albopictus* can only be achieved through awareness and cooperation of the public and other public-serving agencies. Outreach should come from all cooperating agencies and be targeted towards residents' responsible use of water in yards and containers to avoid providing breeding habitat for mosquitoes, and personal protection from bites.

5. Agency Roles and Responsibilities

All Agencies and Jurisdictions

- Review suggested roles and determine necessary resources
- Evaluate staffing levels and review staff availability
- Evaluate staff training and informational materials
- Designate one primary point of contact for the media
- Coordinate release of information to the media
- Reprioritize work activities to address potential critical needs

County of Santa Cruz Administrative Office/Public Information

- Serve as lead and coordinator for the Risk Communication effort

County of Santa Cruz Health Services Agency (HSA)

- Develop public outreach disease information, including translations
- Be prepared to increase medical reporting activities
- Communicate with state and federal health agencies
Alert MAVC of the geographic location of cases of Dengue, Chikungunya, Zika, or Yellow Fever as soon as they are considered “Suspect” by case definition
- Communicate with medical and health care providers so they are aware of the diseases invasive *Aedes* can vector, and globally, what countries are experiencing outbreaks
- Appoint key spokespersons by specialty

County of Santa Cruz Public Health Officer (HSA)

- Serve as lead spokespersons for public health and medical issues
- Disseminate guidance to clinicians
- Develop content for posting disease-related guidance on county website

County of Santa Cruz Information Services/GIS

- Provide mapping and case tracking support to Health Services. Support MAVC in mapping impacted areas

County of Santa Cruz Public Health Division Communicable Disease Unit (HSA)

- Receive reports from medical providers
- Provide case information to Health Officer
- Respond to public and media inquiries regarding disease related concerns, consulting with and referring to the Health Officer as needed. Refer general media inquiries to the County PIO

County of Santa Cruz Public Health Laboratory (HSA)

- Facilitate testing of specimens submitted by health care providers
- Be prepared to support field operations if possible
- Provide patient information and relevant technical information to Health Officer
- Refer media inquiries to the County PIO or Public Health Officer, as needed

County of Santa Cruz Environmental Health Division (HSA)

- Be prepared to accept and process reports from the public regarding suspect situations where mosquitoes may be breeding (water containers, outdoor clutter, water features, drainage systems, cryptic breeding sources, etc.)
- Help MAVC with surveillance efforts and enforcement of environmental mosquito breeding source reduction measures
- Be prepared to respond to media inquiries or develop content related to these issues

Santa Cruz County Office of Emergency Services (OES)

- Coordinate communications with local, state, and federal emergency management agencies
- Appoint key spokesperson
- Manage EOC, if activated. Refer to CDPH [Operational Plan for Emergency Response to Mosquito-Borne Disease Outbreaks.](#)

Santa Cruz County Agriculture Commissioner

- Appoint key spokesperson and alternate by specialty
- Direct the activities of MAVC division
- Address movement and import of potentially infested materials
- Address impacts on agricultural workers
- Oversee use of pesticides if needed, and provide spokesperson to address pesticide issues with media

Santa Cruz County Mosquito Abatement and Vector Control Division (MAVC)

- Appoint key spokesperson and alternate by specialty
- Address abatement issues
- Map impacted areas
- Conduct surveillance and control measures and maintain effective communication with HSA and CDPH-VBDS
- Obtain and employ specialized surveillance traps, spray equipment and mosquitocides
- Submit collected *Aedes* samples for arbovirus disease testing

Hospitals and Local Physicians

- Consider appointing key spokesperson(s)
- Coordinate release of information with Health Officer and County PIO
- Maintain communications with EMS and EOC, if activated
- Physicians should be aware of the symptoms of dengue, chikungunya, yellow fever, and Zika virus, obtain information on recent travel from patients, and report potential cases to HSA Communicable Disease Unit if these diseases are suspected

Santa Cruz County Animal Services

- Assist with bite prevention training for inspectors conducting door-to-door and yard inspections

Santa Cruz County Parks and Open Space

- Appoint key spokesperson. Assist in mosquito source reduction efforts and litter removal

Santa Cruz County Public Works

- Assist by ensuring storm-water capture systems (including catch basins and culverts) drain adequately
- Reduce illegal garbage dumps that may trap water and sponsor clean-ups
- Lead waste tire elimination efforts and tire drive efforts

Cities

- City managers, Code Enforcement and PIO's receiving calls from residents could answer basic questions and refer to HSA and MAVC as appropriate
- Assist with public awareness, clean up drives, inspections, breeding source reduction and enforcement

5. Plan Activation

Upon detection of invasive *Aedes* or a laboratory confirmed presence of locally transmitted mosquito-borne disease in Santa Cruz County, a Technical Advisory Committee (TAC) will meet at the Emeline Ave. facility. The chair of the TAC will set the time and agenda. The TAC will review the response documents in light of actual circumstances and develop a consensus on implementing all or parts of this plan. TAC members will notify their respective clients and leadership.

6. Potential Actions

Conduct TAC meeting.

- Select actions to be accomplished
- Set media briefing date/time and location
- Confirm spokespersons

Inform Board of Supervisors

- Identify spokesperson
- Prepare report / presentation
- Request direction to inform cities

Issue Media Alert /Advisory.

- Provide brief status summary
- Invite media to briefing

Prepare key spokespersons.

- Review and rehearse key talking points.

Assemble Media Briefing Packets

- Overview of mosquito-borne viruses
- CDC/CDPH/HSA prevention and preparedness tips
- Frequently Asked Questions

- Issue and review press releases
- Research on mosquito-borne virus
- Analyze infestation and case tracking maps

Conduct Media Briefing (see “Media Briefings” section)

- Distribute media packets
- Provide general background
- Provide specifics on current situation
- Address rumors and inaccurate information

Issue Press Releases as necessary (see “Press Release” section)

- Pre-Detection – To increase public awareness to report any day-biting mosquitoes to mosquito and vector control district.
- Post-Detection – for confirmed presence of invasive *Aedes* or locally acquired mosquito-borne virus in humans in Santa Cruz County. Note: Before being confirmed by laboratory testing, the case is likely to be considered “probable” based on surveillance data, clinical history and preliminary lab testing. “Probable” but unconfirmed case(s) may also require a press release. Scenario will be reviewed, and any media actions may be coordinated with CDPH.

Submit Op-Ed article to local newspaper(s) and monitor or participate in social media.

Hold community meetings when possible.

Enhance Public Education Outreach Program

- Distribute literature
- Target specific geographic areas or populations
- Seek media articles, interviews
- Update county website and reference it
- Use social media to increase pre-detection awareness

7. Press Releases

Press releases are designed to quickly convey basic facts to the media in a direct, concise manner. Press releases regarding invasive *Aedes* or mosquito-borne disease will be drafted using the Health Officer’s letterhead.

8. Media Briefings

News Conferences and Media Briefings are designed to quickly communicate directly with the media. The emergency or announcement should be of sufficient interest to make individual interviews impractical. A news conference or media briefing is appropriate when the disaster has considerable community impact, involves numerous agencies, and when you want to ensure that all media hear the same thing at the same time.

Key Concepts

- One designated lead Public Information Officer (PIO) serves as facilitator/mediator

- To provide specific information and/or answer questions
- Statements should be made by senior officials
- Generally involves more than one participant
- Lead official gives opening statement and responds to questions
- Delegate answers to appropriate representative
- Relatively informal

REFERENCES:

Guidance for Surveillance of and Response to Invasive *Aedes* Mosquitoes and Locally Acquired Exotic Mosquito-Borne Infections Transmitted by these Mosquitoes in California. February 2016. California Department of Public Health.

<https://www.cdph.ca.gov/HealthInfo/discond/Documents/2016InvasiveAedesSurveillanceandResponseinCA.pdf>

Operational Plan for Emergency Response to Mosquito-Borne Disease Outbreaks. 2013. California Department of Public Health.

<https://www.cdph.ca.gov/HealthInfo/discond/Documents/OpnPlanMosquitoDisEmergency2013.pdf>

Dengue Fever, Centers for Disease Control and Prevention. Updated: June 15, 2015.

<http://www.cdc.gov/Dengue/>

Chikungunya, Centers for Disease Control and Prevention. Updated: November 16, 2015.

<http://www.cdc.gov/chikungunya/>

Zika Virus, Centers for Disease Control and Prevention. Updated: December 31, 2015.

<http://www.cdc.gov/zika/>

Yellow Fever, Centers for Disease Control and Prevention. Updated: August 2015.

<http://www.cdc.gov/yellowfever/>



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Community Development
SUBJECT: Zoning Code Update Progress Report

RECOMMENDED ACTION: Accept staff presentation and set special hearing schedule.

BACKGROUND: The City of Capitola initiated an effort in 2014 to comprehensively update its 1975 zoning code. To begin the process, staff solicited input from a variety of stakeholders to identify issues with the current zoning code and opportunities for improvement. Staff used this feedback to develop an issues and options paper which served as the basis for eight public hearings with the Planning Commission and City Council to provide staff with policy direction prior to drafting an updated code. Staff completed a draft zoning code update based on policy direction received during the issues and options hearings.

The draft zoning code was released on February 4, 2016, for an extended public review and comment period. The draft code, zoning map, and previous staff reports with attachments are available online at: <http://www.cityofcapitola.org/communitydevelopment/page/zoning-code-update>. The Planning Commission began their review of the draft zoning code on March 3, 2016, and to date has held nine public hearings to discuss the code. The coastal sections are still pending review by the Planning Commission.

Staff estimates one more working meeting with the Planning Commission prior to their final recommendation. Once the Planning Commission recommends a final draft, staff will make that draft document available to the City Council.

DISCUSSION: On June 9, 2016, the City Council directed staff to put together a schedule for the review of the draft zoning code. The City Council requested a hybrid approach to the review, whereby staff presents significant changes and Planning Commission revisions in a sequential, chapter-by-chapter manner beginning with scheduled special meetings. Staff expects a minimum of three special meetings to review the updated zoning code and will adjust the schedule accordingly as the review proceeds. Staff has identified the following special meeting dates to review of the zoning code update.

Date	Code Section
Thursday, 8/11	Part 1 and Part 2
Wednesday, 8/17 – <i>this date is optional and depends on the Council's workload and schedule</i>	Part 3

Zoning Code Update Review Schedule
July 28, 2016

Thursday, 9/15	Part 4
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Report Prepared By: Rich Grunow
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/21/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: City Manager Department

SUBJECT: Designation of Voting Delegate and Alternate for the 2016 League of California Cities Annual Conference to be held in Long Beach October 5 through October 7, 2016

RECOMMENDED ACTION: Designate Capitola's Voting Delegates.

DISCUSSION: The 2016 League of California Cities Annual Conference to be held in Long Beach October 5 through October 7, 2016. At this meeting, the League membership considers and takes action on Resolutions that establish League policy. It is important that all cities be represented at this meeting. Attached is a memorandum from the League regarding designation of Voting Delegates and Alternates. City Council action is advised by no later than July 31, 2016 in order to meet the League's deadline for submitting Voting Delegate/Alternate Form. There are specific procedures that must be followed with respect to the Voting Delegate and Alternate(s):

1. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate.
2. The City Council may also appoint up to two Alternate Voting Delegates, one of whom may vote if the designated Voting Delegate is unable to serve in that capacity.
3. Designation of the Voting Delegate and Alternate(s) **must** be done by City Council action.
4. The Voting Delegate and Alternate(s) must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only.

At least one Voting Delegate or Alternate must be present at the Business Meeting on Friday afternoon and in possession of the voting card in order to cast a vote. Voting Delegates and Alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. If the Voting Delegate and Alternates find themselves unable to attend the Business Meeting, they may **not** transfer the voting card to another city official.

FISCAL IMPACT: None

ATTACHMENTS:

1. Delegate selection form

Report Prepared By: Susan Sneddon

League Voting Delegate
July 28, 2016

City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/21/2016



1400 K Street, Suite 400 • Sacramento, California 95814
 Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
 League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Attachment: Delegate selection form (1516 : League Voting Delegate)

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 28, 2016

FROM: Public Works Department

SUBJECT: Consider Awarding a Contract for the 2016 Road Rehabilitation Project

RECOMMENDED ACTION: Receive report on the bids for the 2016 Road Rehabilitation Project and award a contract to the lowest responsible bidder; and take any related actions necessary to proceed with the project as recommended by the Public Works Department.

BACKGROUND: On July 27, 2016, the City will receive bids for the construction of the 2016 Road Rehabilitation Project which will repave parts of Park Avenue, Monterey Avenue, and Kennedy Drive. Staff will review the proposals to determine the lowest responsible bidder and report to the Council.

DISCUSSION: This project will reconstruct the road sections and access ramps along Park Avenue from Cabrillo Avenue to Kennedy Drive, Kennedy Drive from Park Avenue to Monterey Avenue, and Monterey Avenue from Kennedy Drive to Washburn Avenue. An asphalt recycling process will be used on this project to minimize construction times. In addition, the bike lands along Park Avenue between Coronado Avenue and Kennedy Drive will be widened to five feet.

FISCAL IMPACT: The Capital Improvement Program budget includes \$1,157,000 for this work.

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/21/2016