

# 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, SEPTEMBER 8, 2016

7:00 PM

CITY COUNCIL CHAMBERS  
420 CAPITOLA AVENUE, CAPITOLA, CA 95010

*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. Community Action Board Presentation

RECOMMENDED ACTION: Receive presentation.

### 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.*

- A. Consider the August 25, 2016, Regular City Council Minutes  
RECOMMENDED ACTION: Approve minutes.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of September 1, 2016.  
RECOMMENDED ACTION: Receive minutes.
- C. Adopt the Proposed Resolution Rescinding Resolution No. 3990 and Adopting a Revised Conflict of Interest Code for the City of Capitola  
RECOMMENDED ACTION: Adopt Resolution.
- D. Consider Declaring the Junior Guard Trailer as Surplus Property and Authorize Granting it to the Junior Guard Parents Club  
RECOMMENDED ACTION: Declare the Junior Guard trailer as surplus property and approve granting it to the Junior Guard Parents Club.
- E. Authorize the City to Surplus Two Police Motorcycles  
RECOMMENDED ACTION: Authorize the Public Works Department to surplus the vehicles.
- F. Consider an Amendment to the Administrative Policy Pertaining to the Leave Donation Program  
RECOMMENDED ACTION: Adopt amendment to the Administrative Policy.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA  
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- G. Adoption of an Ordinance Amending Title 8 of the Capitola Municipal Code by adding Chapter 8.40 Pertaining to Extended Producer Responsibility for the Responsible and Safe Collection of Unwanted Pharmaceuticals and Spent Hypodermic Needles (Sharps)

RECOMMENDED ACTION: Adopt Ordinance.

- H. Consider Awarding a Contract for the Jade Street Tennis Court Rehabilitation Project  
RECOMMENDED ACTION: Award a contract to Vintage Contractors, Inc. in the amount of \$118,060 for construction of the Jade Street Tennis Court Slip Sheet Overlay Project.

**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. Consider Authorizing the Public Works Director to Issue a Request for Qualifications for Architectural Design Services for the Capitola Branch Library  
RECOMMENDED ACTION: Authorize and direct the Public Works Director to issue a Request for Qualifications.
- B. Consider a Resolution Supporting Proposition 67, a Statewide Plastic Bag Ban  
RECOMMENDED ACTION: Consider adopting the Resolution and direct staff to distribute a copy of the Resolution to Assemblymember Mark Stone and Governor Jerry Brown.
- C. Village Parking - Zoning Code Update and In-Lieu Parking Fee Policy Review  
RECOMMENDED ACTION: Receive presentation, provide direction, and continue the public hearing on the Zoning Code update to the September 15, 2016, Special City Council Meeting.

**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.

## CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA

September 8, 2016

**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](http://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 rebroadcasted 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](http://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 SEPTEMBER 8, 2016**

FROM: City Manager Department  
SUBJECT: Community Action Board Presentation

**RECOMMENDED ACTION:** Receive presentation.

The Community Action Board of Santa Cruz County, Inc. (CAB) established a mission to partner with the community to eliminate poverty and create social change through advocacy and essential services.

Now celebrating 51 years of service, CAB continues to assist low income residents to move out of poverty by focusing on four service areas:

1. Homelessness prevention and essential services;
2. Immigration legal assistance and citizenship services
3. Employment and re-entry services
4. Community building and youth development

Through these four service areas, CAB operates six different programs that collectively serve well over 10,000 people with vital emergency, sustaining/self-sufficiency services every year.

The City of Capitola directly contracts with CAB to administer the City's Emergency Housing Assistance Program. This year's budget includes \$25,000 to fund this program, which helps low income residents who are facing eviction remain housed. In addition, CAB will receive \$1,378 as part of City's Community Grant Program in the current Fiscal Year.

Report Prepared By: Susan Sneddon  
City Clerk

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: City Manager Department

SUBJECT: Consider the August 25, 2016, Regular City Council Minutes

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RECOMMENDED ACTION: Approve minutes.

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

ATTACHMENTS:

1. Draft August 25, 2016, Regular City Council Minutes

Report Prepared By: Susan Sneddon  
City Clerk

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016

**DRAFT  
CAPITOLA CITY COUNCIL  
REGULAR MEETING ACTION MINUTES  
THURSDAY, AUGUST 25, 2016**

**CLOSED SESSION – 6:30 PM  
CITY MANAGER’S OFFICE**

Mayor Bottorff called the meeting to order at 6:30 PM. He announced the items to be discussed in Closed Session, as follows:

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Govt. Code § 54956.9)**

(One case)

Water Rock Construction, Inc. v. City of Capitola  
[Arbitration Claim]

**LIABILITY CLAIM [Govt. Code § 54956.95]**

Claimant: Roderick O'Neil Whitley  
Agency claimed against: City of Capitola

Mayor Bottorff noted that there was no one in the audience; therefore, the City Council recessed at 6:30 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: Absent, Vice Mayor Stephanie Harlan: Present, Council Member Michael Termini: Present.  
City Treasurer Christine McBroom: Present

**2. PRESENTATIONS**

- A. Introduction of Chris Macias, Maintenance Worker I  
Chris Macias was introduced.
- B. Childhood Cancer Awareness Month Proclamation [120-40]  
Proclamation received by Anabel Diaz Program Coordinator at Jacob's Heart.
- C. Presentation by Maggie Ivy, Chief Executive Officer of Visit Santa Cruz County [ 260-10]  
Maggie Ivy and Christina Glen, Santa Cruz County Conference & Visitors Council, provided the presentation.  
YouTube video entitled “Take a Tour of Santa Cruz County with Mobile Ranger” was presented.

## CAPITOLA CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES

August 25, 2016

**3. REPORT ON CLOSED SESSION**

Deputy City Attorney Choi stated that the Council discussed Water Rock Construction, Inc. v. City of Capitola existing litigation; there was no reportable action. Ms. Choi stated that the Council discussed the Roderick O'Neil Whitley tort claim which is listed on the Council's regular meeting Consent Calendar this evening.

**4. ADDITIONAL MATERIALS**

None received.

**5. ADDITIONS AND DELETIONS TO AGENDA**

None provided

**6. PUBLIC COMMENTS**

Bruce Tanner, Santa Cruz resident, spoke against wireless radiation.

Marilyn Garrett, local resident, spoke against wireless radiation.

Two additional speakers provided comments expressing opposition to wireless radiation.

**7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS**

Council Member Norton stated that the Capitola Begonia Festival will be on Labor Day weekend. He requested that the underside of the Stockton Bridge be cleaned.

Council Member Harlan stated the Capitola Library Committee Members and others will be touring various library facilities on Wednesday, September 7<sup>th</sup>.

Council Member Termini stated that the City's "Movies at the Beach" will be on Friday, August 26<sup>th</sup>, presenting the movie "Grease." He requested that the underbrush at the top of the steps in Depot Hill be trimmed.

City Clerk Sneddon announced openings on various committees and boards.

Public Works Director Jesberg provided an update on the 2016 Street Rehabilitation Project on portions of Park Avenue, Kennedy Drive, and Monterey Avenue.

**8. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS**

A. Consider an Appointment to the City's Traffic and Parking Commission [470-60]

RECOMMENDED ACTION: Consider an appointment to fill a vacancy for Mayor Bottorff's appointee.

Mayor Bottorff appointed Douglas Thom to fill the vacancy for his appointee on the City's Traffic and Parking Commission.

<b>RESULT:</b>	<b>APPOINTMENT OF DOUG THOM TO FILL THE VACANCY FOR MAYOR BOTTORFF'S APPOINTEE ON THE CITY'S TRAFFIC AND PARKING COMMISSION [UNANIMOUS]</b>
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Attachment: Draft August 25, 2016, Regular City Council Minutes (1310 : Approval of City Council Minutes)



CAPITOLA CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
August 25, 2016

## 9. CONSENT CALENDAR

Council Member Norton requested that **Item No. 9.C.** be pulled for discussion.

<b>RESULT:</b>	<b>ADOPTED <u>ITEM NO. 9.A., 9.B., 9.D, AND 9.E.</u> [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Termini, Council Member
<b>SECONDER:</b>	Stephanie Harlan, Vice Mayor
<b>AYES:</b>	Dennis Norton, Ed Bottorff, Stephanie Harlan, Michael Termini
<b>ABSENT:</b>	Jacques Bertrand

- A. Consider the July 28, 2016, Regular City Council Minutes  
RECOMMENDED ACTION: Approve Minutes.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of August 4, 2016  
RECOMMENDED ACTION: Receive Minutes
- C. Approval of City Check Registers dated July 1, July 8, July 15, July 22 and July 29, 2016[300-10]  
RECOMMENDED ACTION: Approve Check Register Reports.
- D. Deny Liability Claim of Roderick O'Neil Whitley in the Amount of \$10,000[Claims Binder]  
RECOMMENDED ACTION: Deny liability claim.
- E. Adoption of **Resolution No. 4058** Authorizing the City to Enter into a Joint Powers Agreement with California Municipal Finance Authority Joint Power [500-10 A/C: CMFA]  
RECOMMENDED ACTION: Execute the Joint Powers Agreement of the California Municipal Finance Authority (CMFA) and adopt a Resolution in favor of the issuance of the Bonds by the CMFA for the benefit of Goodwill Central Coast.

The following **Item No. 9.C.** was pulled for discussion:

- C. Approval of City Check Registers dated July 1, July 8, July 15, July 22 and July 29, 2016 [300-10]  
RECOMMENDED ACTION: Approve Check Register Reports.

<b>RESULT:</b>	<b>ADOPTED <u>ITEM NO. 9.C. WITH THE EXCEPTION OF THE PAYABLE TO SANTA CRUZ REGIONAL 911</u> [UNANIMOUS]</b>
<b>MOVER:</b>	Stephanie Harlan, Vice Mayor
<b>SECONDER:</b>	Ed Bottorff, Mayor
<b>AYES:</b>	Dennis Norton, Ed Bottorff, Stephanie Harlan, Michael Termini
<b>ABSENT:</b>	Jacques Bertrand

CAPITOLA CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
August 25, 2016

<b>RESULT:</b>	<b>ADOPTED <u>PAYMENT NO. 84159</u> PAYABLE TO SANTA CRUZ REGIONAL 911 (PORTION OF ITEM 9.C.</b>
<b>MOVER:</b>	Stephanie Harlan, Vice Mayor
<b>SECONDER:</b>	Michael Termini, Council Member
<b>AYES:</b>	Ed Bottorff, Stephanie Harlan, Michael Termini
<b>NOES:</b>	Dennis Norton, Council Member
<b>ABSENT:</b>	Jacques Bertrand

## 10. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Consider authorizing a City Council Response to the 2015-2016 Santa Cruz County Grand Jury Report titled, "Capitola Police Department's Citizen Complaint Procedures: Nothing to Complain About" [100-30]

RECOMMENDED ACTION: Accept the recommendations by the Santa Cruz County Civil Grand Jury and direct the City Clerk to send the completed response packet per California Penal Code § 933.05.

City Council Members commended Police Chief Escalante for his outstanding improvements to the Police Department.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Termini, Council Member
<b>SECONDER:</b>	Stephanie Harlan, Vice Mayor
<b>AYES:</b>	Dennis Norton, Ed Bottorff, Stephanie Harlan, Michael Termini
<b>ABSENT:</b>	Jacques Bertrand

- B. Consider Applications for the Community Grants and Recommendations of the Community Grants Ad-Hoc Subcommittee [330-30]

RECOMMENDED ACTION: Consider the recommendations of the Community Grants Ad-Hoc Subcommittee and determine grant award amounts for Fiscal Years 2016/17 and 2017/18.

The following thanked the City Council for being recommended for Fiscal Years 2016/17 and 2017/18 Community Grants:

- Shauna Mora, Elaine Johnson and Jen Young, Conflict Resolution Center
- Lisa Berk, Meals on Wheels for Santa Cruz County
- Marie Cubillas, Big Brothers and Big Sisters Executive Director
- Dan O'Neill, O'Neill Sea Odyssey
- Pat Dwire, Second Harvest Food Bank Grants Manager
- Sergio Perez (Executive Administrative Assistant) and Helen Ewan-Storey (Assistant Director), Community Action Board of Santa Cruz County, Inc.
- Gary Edward, Advocacy Inc Executive Director

Creighton A. Mendivil, Senior Citizens Legal Services Executive Director/Directing Attorney, provided an overview of Senior Citizens Legal Services and requested additional funding for Fiscal Years 2016/17 and 2017/18.

Two Senior Citizens Legal Services interns (Shawna and Brandon), thanked the City Council for their support.

CAPITOLA CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
August 25, 2016

Jan, Project Scout Program Director (Seniors Council), requested additional funding.

<b>RESULT:</b>	<b>ADOPTED THE COMMUNITY GRANTS AD-HOC SUBCOMMITTEES RECOMMENDATION FOR THE 2016/17 AND 2017/18 COMMUNITY GRANTS IN THE AMOUNT OF \$274,900 WITH A ROLL CALL VOTE.</b>
<b>MOVER:</b>	Michael Termini, Council Member
<b>SECONDER:</b>	Dennis Norton, Council Member
<b>AYES:</b>	Dennis Norton, Ed Bottorff, Michael Termini
<b>NOES:</b>	Stephanie Harlan
<b>ABSENT:</b>	Jacques Bertrand

- C. Introduction of an Ordinance Amending Title 8 of the Capitola Municipal Code by adding Chapter 8.40 Pertaining to Extended Producer Responsibility for the Responsible and Safe Collection of Unwanted Pharmaceuticals and Spent Hypodermic Needles (Sharps)[460-10]

RECOMMENDED ACTION: Introduce an Ordinance.

Jenna Shankman United Way Community Organizer, Community Prevention Partners, stated that her organization supports the proposed Ordinance.

Council Member Norton requested that an item be placed on the next Council agenda regarding supporting the states proposed plastic bag ban.

<b>RESULT:</b>	<b>TO APPROVE THE FIRST READING OF AN ORDINANCE AMENDING TITLE 8 OF THE CAPITOLA MUNICIPAL CODE BY ADDING CHAPTER 8.40 PERTAINING TO EXTENDED PRODUCER RESPONSIBILITY FOR THE RESPONSIBLE AND SAFE COLLECTION OF UNWANTED PHARMACEUTICALS AND SPENT HYPODERMIC NEEDLES (SHARPS) [UNANIMOUS]</b>
<b>MOVER:</b>	Dennis Norton, Councilmember
<b>SECONDER:</b>	Michael Termini, Council Member
<b>AYES:</b>	Dennis Norton, Ed Bottorff, Stephanie Harlan, Michael Termini
<b>ABSENT:</b>	Jacques Bertrand

# 11. ADJOURNMENT

The meeting was closed at 9:05 PM.

\_\_\_\_\_  
Ed Bottorff, Mayor

ATTEST:

\_\_\_\_\_,CMC  
Susan Sneddon, City Clerk



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: Community Development

SUBJECT: Receive Planning Commission Action Minutes for the Regular Meeting of September 1, 2016.

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RECOMMENDED ACTION: Receive minutes

ATTACHMENTS:

1. Planning Commission Action Minutes of September 1, 2016

Report Prepared By: Linda Fridy  
Planning Commission Minutes Clerk

**Reviewed and Forwarded by:**



**ACTION MINUTES  
CAPITOLA PLANNING COMMISSION MEETING  
THURSDAY, SEPTEMBER 1, 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: Present.

**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 - Regular Meeting of July 21, 2016**

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Gayle Ortiz, Commissioner
<b>SECONDER:</b>	Linda Smith, Commissioner
<b>AYES:</b>	Smith, Ortiz, Newman, Welch, Westman
<b>RECUSED:</b>	Westman

**B. Planning Commission - Regular Meeting of August 4, 2016**

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Linda Smith, Commissioner
<b>SECONDER:</b>	Susan Westman, Commissioner
<b>AYES:</b>	Smith, Ortiz, Newman, Welch, Westman

**4. CONSENT CALENDAR**

**A. 2205 Wharf Road      #16-041      APN: 034-141-34**

Minor land division to create two lots of record, design permit for a new Single-Family Residence, and a tree removal permit for the property located in the RM-LM (Residential Multi-Family – Low-Medium Density) Zoning District.  
This project is not in the Coastal Zone and does not require a Coastal Development Permit.  
Environmental Determination: Categorical Exemption  
Property Owner: Christopher Wright  
Representative: Dennis Norton, filed: 3/14/16

<b>RESULT:</b>	<b>CONTINUED [UNANIMOUS]</b>	<b>Next: 10/6/2016 7:00 PM</b>
<b>MOVER:</b>	Susan Westman, Commissioner	
<b>SECONDER:</b>	Linda Smith, Commissioner	
<b>AYES:</b>	Smith, Ortiz, Newman, Welch, Westman	

**B. 4170 Gross Rd Ext. #16-154 APN: 034-141-24**

Conditional Use Permit for a school (College of Botanical Healing Arts) to occupy an 800-square-foot commercial suite located in the CC (Community Commercial) Zoning District. This project is not in the Coastal Zone and does not require a Coastal Development Permit. Environmental Determination: Categorical Exemption  
Property Owner: Lockwood Family Trust  
Representative: COBHA, filed: 8/11/16

Motion: Approve a Conditional Use Permit

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

**C. 1760 41st Avenue #16-129 034-131-23**

Design Permit and Sign Permit application for a complete exterior remodel of the existing McDonald's restaurant, located in the CC (Community Commercial) Zoning District. This project is not in the Coastal Zone and does not require a Coastal Development Permit. Environmental Determination: Categorical Exemption  
Property Owner: McDonald's US LLC  
Representative: Hala Ibrahim, filed: 6/21/16

Motion: Approve a Design Permit and Sign Permit

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Susan Westman, Commissioner
<b>SECONDER:</b>	Linda Smith, Commissioner
<b>AYES:</b>	Smith, Ortiz, Newman, Welch, Westman

**5. PUBLIC HEARINGS**

**A. 109 Central Avenue #16-026 036-112-09**

Design Permit, Conditional Use Permit and Variance request to side yard setbacks and height for a second-story addition to a historic residence located in the R-1 (Single-Family Residential) Zoning District. This project is in the Coastal Zone and requires a Coastal Development Permit, which is appealable to the California Coastal Commission after all possible appeals are exhausted through the city. Environmental Determination: Categorical Exemption  
Property Owner: Mark Kane  
Representative: Dennis Norton, filed: 2/29/16

Motion: Approve a Conditional Use Permit and Variances

<b>RESULT:</b>	<b>APPROVED AS AMENDED [4 TO 1]</b>
<b>MOVER:</b>	Gayle Ortiz, Commissioner
<b>SECONDER:</b>	Edward Newman, Commissioner
<b>AYES:</b>	Smith, Ortiz, Newman, Welch
<b>NAYS:</b>	Westman

**B. 4100 Auto Plaza Drive #16-140 034-141-29**

Design Permit for exterior remodel and Sign Permit at the existing Subaru dealership in the Community Commercial (CC) zoning district.

This project is not in the Coastal Zone and does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: Santa Cruz Seaside Company

Representative: Peter Bagnall, filed 7/8/2016

Motion: Approve a Design Permit and Sign Permit

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Susan Westman, Commissioner
<b>SECONDER:</b>	Gayle Ortiz, Commissioner
<b>AYES:</b>	Smith, Ortiz, Newman, Welch, Westman

**6. DIRECTOR'S REPORT**

**7. COMMISSION COMMUNICATIONS**

**8. ADJOURNMENT**



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: City Manager Department

SUBJECT: Adopt the Proposed Resolution Rescinding Resolution No. 3990 and Adopting a Revised Conflict of Interest Code for the City of Capitola

RECOMMENDED ACTION: Adopt Resolution.

BACKGROUND / DISCUSSION: Under the California Political Reform Act, the City is required to designate employees and officials whose positions involve decision-making or participation in decision-making that may affect economic interests of the official or employee. Once designated, the individual occupying the position is required to make certain disclosures in a Statement of Economic Interest (Form 700) regarding their sources of income, investments, interest in real property, and any business positions held outside of their employment with the City, in order to avoid potential conflicts of interest.

Government Code 87200 requires the following positions to file a Form 700: mayors, city council members, planning commissioners, city managers, city attorneys, city treasurers, and other public officials who manage public investments. State law further requires local agencies to designate additional positions which may have potential conflicts of interest and also place those positions on the list. State law requires that local agencies update this list of designated positions biennially.

The draft Resolution indicates the positions who are required to file a Form 700 and reflects the addition of positions and the remaining or reclassification of positions in the City. The following positions are added: (1) Recreation Supervisor; (2) Maintenance Supervisor; and (3) Senior Mechanic. The designated categories of the following positions have also been amended to more accurately reflect the responsibilities of their job: (1) Administrative Service Director; (2) Environmental Project Manager; (3) Information Systems Specialist; and (4) Finance Director.

In addition, Appendix "B" describing the disclosure categories has been amended to further clarify Categories B, C, and D, and to make prior references to designated employees gender neutral.

FISCAL IMPACT: None.

Report Prepared By: Susan Sneddon  
City Clerk



Adopt Conflict of Interest Code  
September 8, 2016

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

9/2/2016

## DRAFT RESOLUTION

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA RESCINDING RESOLUTION NO. 3990 AND ADOPTING A REVISED CONFLICT OF INTEREST CODE FOR THE CITY OF CAPITOLA

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code; and

WHEREAS, said standard conflict of interest code can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

NOW, THEREFORE, the City Council of the City of Capitola resolves as follows:

1. Effective September 8, 2016, Resolution No. 3990 is rescinded, and this resolution shall become effective.
2. This resolution does not pertain to the following offices because these offices are already regulated by and subject to Government Code Section 87200: Council Members, Planning Commissioners, City Manager, City Attorney, and City Treasurer.
3. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Capitola.
4. Upon receipt of the statements of the Council Members, Planning Commission Members, City Manager, City Attorney, and City Treasurer, the City Clerk shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Designated employees shall file statements of economic interests with the City Clerk who will make the statements available for public inspection and reproduction (Government Code Section 81008). The City Clerk will retain statements for all designated employees.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 8<sup>th</sup> day of September, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Ed Botorff, Mayor

ATTEST:

\_\_\_\_\_, CMC  
Susan Sneddon, City Clerk

## APPENDIX "A"

## LIST OF DESIGNATED POSITIONS

<u>TITLE</u>	<u>DISCLOSURE CATEGORIES</u>
Administrative Services Director	C, <u>D</u>
Architectural & Site Review	
Committee Public Members	
(Architect, Landscape Architect, and Historian)	A
Art & Cultural Commission Members	A
Assistant to the City Manager	C, D
Associate Planner	C, D
Building Official	C, D
Chief of Police	A
City Clerk	C
Community Development Director	C, D
Deputy City Attorney	A
Environmental Project Manager	C, <u>D</u>
Information Systems Specialist	B
Finance Director	<u>C</u> <u>A</u>
Maintenance Superintendent	C
<u>Maintenance Supervisor</u>	<u>C</u>
<u>Senior Mechanic</u>	<u>C</u>
Oversight Board for the Capitola Successor Agency	A
Police Captain	A
Public Works Director	C, D
<u>Recreation Supervisor</u>	<u>C</u>
Senior Planner	C, D
Successor Agency <sup>1</sup>	A
Consultants *	A

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

<sup>1</sup> To the former Capitola Redevelopment Agency

## APPENDIX "B"

### DISCLOSURE CATEGORIES

The Disclosure Categories for the City of Capitola are listed below.

- CATEGORY A.** All sources of income, interests in real property, and investments and business positions in business entities.
- CATEGORY B.** Investments and positions in business entities, and sources of income, including interests in real property, if the source is of the type which provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Capitola.
- CATEGORY C.** Investments and positions in business entities, and sources of income, if the source is of the type which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division.
- CATEGORY D.** Investments and positions in business entities, and sources of income, including interests in real property, if the source is of the type that is subject to the regulatory permit or licensing authority by the department in which that person is employed or if the source of income is from ~~which engage in~~ land development, construction or the acquisition or sale of real property by the City of Capitola, ~~and all interest in real property.~~

### General Provisions

When a designated employee is required to disclose investments and sources of income, the person need only disclose investments in business entities and sources of income which are from doing business in the jurisdiction, planning to do business in the jurisdiction, or having done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. When a designated employee is required to disclose interests in real property, the person need only disclose real property, which is located in whole or in part within, or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure category as indicated in Appendix "A".



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: Public Works Department

SUBJECT: Consider Declaring the Junior Guard Trailer as Surplus Property and Authorize Granting it to the Junior Guard Parents Club

**RECOMMENDED ACTION:** Declare the Junior Guard trailer as surplus property and approve granting it to the Junior Guard Parents Club.

**BACKGROUND:** In the mid-1990's the Junior Guards Parents Club bought and donated to the City a 1995 enclosed trailer (VIN:1WC200E10S44021868) for the purposes of transporting surfboards and other equipment to the Regional Junior Guard competition held annually in Southern California. For approximately 15 years the trailer was used and towed by a City Public Works truck for the regionals. For the past three years, the organizers of the trip south have determined it was easier to rent a panel truck to move the equipment and the trailer has been sitting unused at the City Corporation Yard.

**DISCUSSION:** In an effort to clean up the Corporation Yard, Public Works staff contacted the Recreation Department to discuss the current non-use of the trailer and the Parents Club expressed an interest in obtaining the trailer for their uses. If approved, the trailer would be registered, owned, and maintained by the Parents Club which is listed 501(c)(3) entity which may own property. In addition, the trailer would no longer be stored at the Corporation Yard.

**FISCAL IMPACT:** The existing trailer is on the City's fixed asset list with zero value. The transfer of ownership will not have any fiscal impacts.

Report Prepared By: Steve Jesberg  
Public Works Director

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: Capitola Police Department

SUBJECT: Authorize the City to Surplus Two Police Motorcycles

**RECOMMENDED ACTION:** Authorize the Public Works Department to surplus the vehicles.

**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, the two Kawasaki 1000 police motorcycles (VIN# JKAKZCP22XB517221, VIN# JKAKZCP28XB517093), are over seventeen years. Due to their age, they have been reduced to police training motorcycles over the last five years. Their size and capabilities have limited patrol functionalities. These vehicles have been used as police traffic control units in the City for almost two decades. Parts for these vehicles are becoming difficult to obtain and very expensive to repair. In addition, these vehicles have recurring mechanical problems, which makes them cost ineffective and unreliable for daily patrol use.

Due to the limited use, mechanical upkeep, service costs and labor maintenance, the Police Department is no longer in need of the two 1998 Kawasaki 1100 motorcycles.

**FISCAL IMPACT:** It is anticipated that the sale of these two motorcycles will result in approximately \$500 in unanticipated revenues to the Equipment Acquisition and Replacement Fund.

Report Prepared By: Rudy Escalante  
Police Chief

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: City Manager Department

SUBJECT: Consider an Amendment to the Administrative Policy Pertaining to the Leave Donation Program

RECOMMENDED ACTION: Adopt amendment to the Administrative Policy.

BACKGROUND: The City of Capitola has an Administrative Policy which allows employees to donate paid-leave to a co-worker. The Administrative Policy allows for leave donations when, due to a serious health issue or the care of a family member with a serious health issue, significant work will be missed and it is a financial hardship. Donation of leave is available when the employee no longer has available paid leave balances to use.

DISCUSSION: City staff is proposing changes to Administrative Policy II-14, Leave Donation to allow regular employees on initial probation to request up to 120-hours donated leave and to include the use of donated leave for child birth.

FISCAL IMPACT: There is no anticipated fiscal impact.

ATTACHMENTS:

1. II-14 Leave Donation Program - redlined

Report Prepared By: Jamie Goldstein  
City Manager

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016



## ADMINISTRATIVE POLICY

Number: II-14

Issued: 12/09/04

Revised 2/08/07

Revised 9/08/16

Jurisdiction: City Council

**~~CATASTROPHIC ILLNESS~~ LEAVE DONATION PROGRAM****I. PURPOSE**

To afford City of Capitola employees (donors) the opportunity to assist fellow employees (recipients) who have experienced personal and/or family ~~catastrophic~~ illness, ~~or~~ injury or childbirth which may result in the loss of income.

**II. APPLICABILITY**

This Policy applies to all Regular Full or Part Time ~~and part time (who are not on initial probation)~~ City Employees.

**III. CRITERIA FOR DONATING AND RECEIVING LEAVE DONATIONS****A. Employee Receiving Donated Leave:**

An employee is eligible to receive donated leave under the following conditions:

1. Employee must be a Regular Full or Part Time Employee;
2. Employee must have exhausted all paid leave balances;
3. Employee must have a personal and/or family illness, injury or childbirth ~~catastrophic illness~~ as defined in Section VI, (may also be ~~sustained by~~ a family member as defined in the MOU);
4. ~~Safety~~ Employees (~~police~~) are excluded from the ~~catastrophic~~ leave donation provision while on industrial injury leave;
5. Regular Full or Part Time Employees on initial probation, who have received a Satisfactory or higher rating on their performance review, may be eligible to participate in the program subject to approval by their Department Head. Approved Regular Employees on initial probation may receive up to 120 total hours of donated leave.

**B. Employee(s) Donating Leave**

An employee is eligible to donate accrued sick, vacation, administrative, personal holiday or compensatory leave under the following conditions:

1. Employee must be a Regular Full or Part Time Employee;
2. Employee must retain a minimum combined balance of 80 hours of which 40 hours must be sick leave after donating;
3. When donating Personal Holiday, the maximum is 24 hours per calendar year;
4. Employee must donate a minimum of four (4) hours.



**IV. CONDITIONS**

- A. Participation by both donating or receiving employee shall be voluntary;
- B. Leave may be donated only when this is a personal and/or family illness, injury or childbirth ~~catastrophic illness~~ as defined in Section VI;
- C. Donated leave shall be converted on an hour for hour basis. Donated leave time shall be subject to the recipient's normal payroll deductions and will be subject to all taxes required by law;
- D. Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated;
- ~~E. There is Other than the maximum of 120-hours identified in Section III.1.(e) there is no maximum of catastrophic leave donation available for an individual-eligible employee can to receive; As long as an individual is eligible, donations may be made.~~
- F. ~~Catastrophic Donated~~ leave may not be used to extend a date of retirement.

**V. PROCEDURES**

- A. Receiving Employee:
  - 1. Contacts supervisor or department head and obtains the Employee Request for Donation of Leave form;
  - 2. Meets general eligibility requirements;
  - 3. Provides documentation of medical diagnosis from qualified health provider;
  - 4. Submits the Employee Request for Donation of Leave form to supervisor.
- B. Supervisor:
  - 1. Reviews and submits Employee Request for Donation of Leave form to City Manager for approval;
  - 2. Submits Employee Form to Executive Assistant to the City Manager (~~EACM~~);
  - 3. Announces need for donations to all employees. No confidential medical information shall be included in any announcements.
- C. City Manager
  - 1. Authorizes ~~Catastrophically III~~ employee's request form and returns to Supervisor.
- D. Donating Employee
  - 1. Complete and sign authorization form to transfer donated time.
- E. Executive Assistant to the City Manager
  - 1. Collects employee donation forms;
  - 2. Verifies donor accrual hours with the Payroll Division;
  - 3. Approves the Donations;
  - 4. Notifies the Payroll Division;
  - 5. Notifies the recipient of hours.

F. Payroll

1. Credits the recipient each pay period with the donations;
2. Debits the donor employee.

**VI. DEFINITION OF TERMS**

~~“Personal and/or family illness, injury of childbirth”~~ ~~“Catastrophic illness or injury”~~ is defined as a severe illness, ~~or~~ injury ~~or childbirth~~ which is expected to ~~incapacitate the result in the~~ employee ~~to be off work~~ for an extended period of time and which creates a financial hardship because the City employee has exhausted all accumulated leave. ~~Personal and/or family illness, injury or childbirth~~ ~~Catastrophic illness or injury~~ for these purposes is further defined as ~~debilitating~~ illness, injury ~~or care~~ of an immediate family member as defined in the MOU, ~~or the birth of a child~~, which will result in the employee being required to take time off from work for an extended period to care for the ~~ill~~ family member. As a result, the employee may suffer financial hardship having exhausted accumulated leave.

“Regular ~~Full or Part Time~~ Employee”: A ~~non-probationary~~ employee in the competitive service who is employed in a ~~regular~~ position ~~specifically identified in the adopted Budget~~.

~~“Part Time Position”: A position within the competitive service that works either: a) a regular workweek of less than forty hours; or b) a work year less than fifty two weeks.~~

Approved by:

---

Jamie Goldstein, City Manager

Attachment:

1. Employee Request for ~~Catastrophic~~ Leave Donation Form
2. Employee Donor Form

JG-lrl

Attachment: II-14 Leave Donation Program - redlined (1591 : Leave Donation Program Admin Policy Amendment)

# REQUEST FOR ~~CATASTROPHIC~~ LEAVE DONATION FORM

## A. REQUESTING EMPLOYEE (RECIPIENT)

I am requesting donations of time from fellow employees because I have exhausted (or will very soon exhaust) all earned leave credits, including but not limited to sick leave, compensatory leave, holiday credits, vacation, and administrative leave, and am therefore facing financial hardship. I am absent from work due to injury or the prolonged illness of myself or my immediate family (as defined in current MOU). If I am a sworn employee, my injury is not an industrial injury. **ATTACH LEAVE ACCRUAL BALANCE SHEET.**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Print Employee's name

\_\_\_\_\_  
Employee's Department

## B. DEPARTMENT HEAD & CITY MANAGER APPROVAL OF RECIPIENTS REQUEST

I approve the request for Donated Leave. The employee requesting the time is absent for a valid reason and it meets the requirements of the City policy.

\_\_\_\_\_  
Department Head

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

## C. EXECUTIVE ASSISTANT TO THE CITY MANAGER

The Personnel Department verifies with the Payroll Department that the Recipient Employee meets the eligibility requirements of this policy. Authorization is given to the Finance Dept. to make the any future transfers.

\_\_\_\_\_  
Executive Assistant to the City Manager

## D. FINANCE DEPARTMENT

Finance Department: Upon receiving any donations from employees, transfer the appropriate hours from and to the respective employees per this request. (Make a copy of this form and provide it to requesting employee.)

**Transfers occurred Pay Period Beginning:**\_\_\_\_\_

Attachment: II-14 Leave Donation Program - redlined (1591 : Leave Donation Program Admin Policy Amendment)

## EMPLOYEE DONATION OF LEAVE TIME FOR ~~CATASTROPHIC~~ LEAVE DONATION PROGRAM

### A. DONATING EMPLOYEE

I am voluntarily allowing the City to deduct the following number of ours from my banked leave time, and convert it to sick leave and credit the below mentioned employee's sick leave bank. I understand that this decision is irrevocable once I sign below. I further understand that transfers must be for a minimum of (4) hours per transaction and in whole (1) one hour increments thereafter and that I must maintain a combined leave balance of a minimum of 80 hours, 40 of which must be sick leave. **ATTACH LEAVE ACCRUAL BALANCE SHEET**

\_\_\_\_\_ Vacation      \_\_\_\_\_ Personal Holiday (Max of 24 hours per calendar year)      \_\_\_\_\_ Comp Time      \_\_\_\_\_ Admin  
\_\_\_\_\_ Sick Leave

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Date

### B. EMPLOYEE TO RECEIVE DONATED LEAVE TIME:

The following employee shall receive the donated leave time:

Print Name: \_\_\_\_\_

My donation of leave time shall remain anonymous:

YES \_\_\_\_\_ NO \_\_\_\_\_

### C. EXECUTIVE ASSISTANT TO THE CITY MANAGER

The Personnel Department verifies with the Payroll Department that the Donating employee meets the eligibility requirements of this policy. Authorization is given to the Finance Dept. to make the transfers as indicated on this form.

\_\_\_\_\_  
Executive Assistant to the City Manager

### D. FINANCE DEPARTMENT

Finance Department: I have transferred the appropriate hours from and to the respective employees per this request. (Make a copy and provide it to donating employee and requesting employee if the donating employee **does not** want to remain anonymous.)

**Transfers occurred Pay Period Beginning:** \_\_\_\_\_

Attachment: II-14 Leave Donation Program - redlined (1591 : Leave Donation Program Admin Policy Amendment)



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: City Manager Department

SUBJECT: Adoption of an Ordinance Amending Title 8 of the Capitola Municipal Code by adding Chapter 8.40 Pertaining to Extended Producer Responsibility for the Responsible and Safe Collection of Unwanted Pharmaceuticals and Spent Hypodermic Needles (Sharps)

---

RECOMMENDED ACTION: Adopt Ordinance.

BACKGROUND/DISCUSSION: The City Council approved the first reading of this Ordinance at the Council meeting held on August 25, 2016.

FISCAL IMPACT: None.

Report Prepared By: Susan Sneddon  
City Clerk

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

9/2/2016

## DRAFT ORDINANCE

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ADDING CHAPTER 8.40 TO TITLE 8 OF THE CAPITOLA MUNICIPAL CODE REQUIRING THE SAFE DISPOSAL OF DRUGS AND SHARPS

The City Council of the City of Capitola hereby finds and declares the following:

**WHEREAS**, drugs and sharps are necessary medical technologies which allow us to live longer, healthier and more productive lives and reduce suffering at the end of life; and

**WHEREAS**, the public, particularly children, the elderly and public employees, are at significant and unnecessary risk of poisoning and injury due to improper or careless disposal of drugs and sharps; and

**WHEREAS**, our groundwater and drinking water are being contaminated by unwanted, leftover or expired drugs passing through our wastewater treatment centers; and

**WHEREAS**, there is no mandatory statewide stewardship program for unwanted drugs or sharps in California, and manufacturers, retailers and producers have not offered any support for a permanent collection program to date; and

**WHEREAS**, although state law (California Health and Safety Code Section 118286) requires that home-generated sharps be transported to a collection center in sharps containers or other containers authorized by the local enforcement agency, and prohibits the loose disposal of home-generated sharps waste in trash or recycling containers, many people continue to dispose of contaminated sharps in a manner that increases the risk that others will come into contact with them; and

**WHEREAS**, the lack of sufficient safe, convenient disposal locations for leftover, expired, and/or unwanted drugs creates significant risks to human health and to the environment. As a result, leftover, expired, and/or unwanted drugs are often left in homes where they can be accidentally ingested or abused by children, adults, and the elderly, increasing the risk of poisoning, addiction, and death; and

**WHEREAS**, unwanted drugs are also often flushed down toilets or sinks. However, municipal wastewater treatment plants are not designed to remove the complex compounds in the drugs that end up in the sewer system. As a result, drugs can pass through wastewater treatment systems and contaminate receiving waters; and

**WHEREAS**, an Environmental Protection Agency report on drinking water released in December 2013 tested effluent samples from 50 large wastewater treatment plants nationwide for active pharmaceutical ingredients and metabolites. Out of the 63 total compounds tested for, 43 were detected in at least one of the samples and all samples were found to contain at least one pharmaceutical compound. The presence of pharmaceuticals in surface water is well documented to have ecological impacts, including negative effects on fish and other aquatic life; and

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**WHEREAS**, establishing a safe, convenient collection and disposal system for leftover, expired, and unwanted drugs will reduce unintentional poisonings and drug overdose deaths by making drugs less accessible to persons who might accidentally ingest or abuse them; and

**WHEREAS**, establishing a safe, convenient collection and disposal system for leftover, expired, and unwanted drugs will also reduce the quantity of pharmaceutical compounds that are discharged into the Monterey Bay National Marine Sanctuary and other environmentally sensitive waters throughout the City; and

**WHEREAS**, Extended Producer Responsibility (EPR) laws, sometimes referred to as Product Stewardship laws, place responsibility for end-of-life management of consumer products on the manufacturers and producers of the products, while encouraging product design that minimizes negative impacts on human health and the environment at every stage of the product's lifecycle; and

**WHEREAS**, many local and national governmental bodies support EPR, including CalRecycle (formerly the California Integrated Waste Management Board), the National Association of Counties, and the National League of Cities; and

**WHEREAS**, California has passed four significant products stewardship laws for mercury thermostats (AB 2347, enacted as Chapter 572 of the statutes of 2008), carpet (AB 2398, enacted as Chapter 681 of the statutes of 2010), paint (AB 1343, enacted as Chapter 420 of the statutes of 2010) and mattresses (SB 254, enacted as Chapter 388 of the statutes of 2013). All four laws require producers to establish and fund product stewardship programs for their waste streams; and

**WHEREAS**, in 2010, Congress passed the "Secure and Responsible Drug Disposal Act of 2010," Public Law No. 111-273, which authorized the Attorney General to expand the methods through which pharmaceuticals classified as controlled substances may be collected, including through collection at pharmacies. The goal of the bill was to increase opportunities for drug collection in order to reduce substance abuse, accidental poisoning, and the release of harmful substances into the environment. On October 9, 2014, the Drug Enforcement Agency promulgated regulations implementing that Act. These regulations, among other things, authorize retail pharmacies to maintain secure collection bins for controlled substances; and

**WHEREAS**, Mexico, a number of Canadian provinces, much of Europe and several other countries already have active, well-established EPR drug disposal programs in place. Many of the same drug companies that participate in these programs manufacture drugs sold in the United States; and

**WHEREAS**, in 2012, Alameda County became the first local government in the United States to pass legislation requiring pharmaceutical companies to design, fund, and operate a program to safely collect and dispose of unwanted drugs, similar to the take-back programs in Canada's pharmacies. On September 30, 2014, the Ninth Circuit Court of Appeal rejected a legal challenge to Alameda County's Ordinance brought by pharmaceutical trade associations. Pharm. Research & Mfrs. Of Am. v. Cty. of Alameda, 13-16833, 768 F.3d1037 (9th Cir. 2014). The U.S. Supreme Court subsequently declined to hear an appeal of this ruling; and

**WHEREAS**, King County, Washington as well as the City and County of San Francisco and the Counties of Santa Cruz, San Mateo, Santa Clara, San Luis Obispo and Marin have

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enacted similar ordinances requiring drug manufacturers to design, fund, and operate programs to safely collect and dispose of local residents' unwanted drugs and/or sharps; and

**WHEREAS**, beginning in 2008, the County of Santa Cruz has operated a voluntary County-funded collection program, pursuant to which the County of Santa Cruz and the City have been working together with the cities of Watsonville, Santa Cruz and Scotts Valley to provide a convenient and permanent system to collect unwanted pharmaceuticals. As of October 2015, this program consists of 46 locations at pharmacies, police departments, and sheriff's stations, which collect both controlled and non-controlled substances, as well as city and county household hazardous waste disposal sites. Participation in collection and disposal of unwanted drugs is still voluntary, resulting in a patchwork of businesses participating in one or both programs, leading to confusion among consumers and sometimes improper disposal in the wrong containers; and

**WHEREAS**, on December 8, 2015, the Santa Cruz County Board of Supervisors passed an Ordinance (Ordinance No. 5214, effective the 31st day after the date of final passage) requiring the safe disposal of drugs and sharps and establishing a Product Stewardship Program to safely collect and dispose of unused/unwanted pharmaceutical and sharps waste from county residents. This City Ordinance is intended to compliment and be consistent with Santa Cruz County's Safe Disposal of Drugs and Sharps Ordinance (Santa Cruz County Code Chapter 7.95); and

**WHEREAS**, a manufacturer and/or producer-funded collection and disposal program in the City for unwanted drugs and sharps would significantly increase convenient disposal options for City residents' unwanted drugs and sharps, enabling collection of larger quantities of unwanted drugs and sharps and reducing risks to public safety, health, and the environment.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:  
SECTION I**

The Capitola Municipal Code is hereby amended by adding Chapter 8.40 to read as follows:

**Chapter 8.40 CAPITOLA SAFE DRUG AND SHARPS DISPOSAL**

**Sections:**

	<b>8.40.010</b>	<b>Purpose and Intent</b>
	<b>8.40.020</b>	<b>Title</b>
	<b>8.40.030</b>	<b>Definitions</b>
	<b>8.40.040</b>	<b>Product Stewardship Program</b>
	<b>8.40.050</b>	<b>Product Stewardship Plan</b>
	<b>8.40.060</b>	<b>Disposal of Unwanted Products</b>
	<b>8.40.070</b>	<b>Product Stewardship Program Promotion and Outreach</b>
	<b>8.40.080</b>	<b>Retailer and Provider Participation</b>
<b>8.40.090</b>	<b>Lists of Producers and Manufacturers of Covered Drugs and Sharps</b>	
<b>8.40.100</b>	<b>Reporting.</b>	
	<b>8.40.110</b>	<b>Program Assessment and Collection of Data</b>
	<b>8.40.120</b>	<b>List of Producers</b>
	<b>8.40.130</b>	<b>Regulations and Fees</b>
	<b>8.40.140</b>	<b>Enforcement</b>
<b>8.40.150</b>	<b>Additional Provisions</b>	



#### **8.40.010 Purpose and Intent**

The purpose of this chapter is to protect the health, safety and welfare of the public and of the environment by providing for the safe and orderly collection and disposal of drug and sharps waste and by placing responsibility for end-of-life management of drug and sharps products on the manufacturers and/or producers of the products, while encouraging product design that minimizes negative impacts on human health and the environment at every stage of the product's lifecycle. This chapter is intended to be consistent with the Santa Cruz County Safe Drug and Sharps Disposal Ordinance.

#### **8.40.020 Title**

This chapter may be cited as the "Capitola Safe Drug and Sharps Disposal Ordinance."

#### **8.40.030 Definitions**

For the purposes of this chapter, the following terms have the meanings given below.

- A. "City Council" refers to the City Council of the City of Capitola.
- B. "City" means the City of Capitola, California.
- C. "Consumer Generators" means residents of single and multiple family residences or other locations who possess, dispose of and/or abandon household Covered Drugs or Sharps. "Consumer Generators" does not include airport security, drug seizures by law enforcement, pharmacy waste, business waste, or any other source identified by the Department as a non-consumer source.
- D. "Controlled Substance" for purposes of this section shall mean any substance listed under California Health and Safety Code Sections 11053 through 11058 and/or Title 21 of the United States Code, Sections 812 and 813 or any successor legislation.
- E. "Cosmetics" means (i) articles intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to, the human body, or any part thereof for cleansing, beautifying, promoting attractiveness, or altering the appearance, and (ii) articles intended for use as a component of any such articles.
- F. "Covered Drug" means all brand name and Generic Prescription Drugs. Notwithstanding the foregoing sentence, "Covered Drug" does not include: (i) vitamins or supplements; (ii) herbal-based remedies and homeopathic drugs, products, or remedies; (iii) Cosmetics, soap (with or without germicidal agents), laundry detergent, bleach, household cleaning products, shampoos, sunscreens, toothpaste, lip balm, antiperspirants, or other personal care products that are regulated as Cosmetics under the Federal Food, Drug, and Cosmetic Act ("FFDCA") (21 U.S.C. Section 301 et seq. (2002)); (iv) Drugs for which Producers provide a take-back program as part of a Federal Food and Drug Administration managed risk evaluation and mitigation strategy (21 U.S.C. Section 355-1); (v) Drugs that are biological products as defined by 21 C.F.R. 600.3(h) as it exists on the effective date of this chapter if the Producer already provides

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- a take-back program; and (vi) pet pesticide products contained in pet collars, powders, shampoos, topical applications, or other delivery systems.
- G. "County" means the County of Santa Cruz, California.
- H. "Department" means the City of Capitola City's Manager's Department.
- I. "City Manager" means the City of Capitola City Manager or his or her designee.
- J. "Drug Wholesaler" means a Person that sells or distributes Covered Drugs for resale to an Entity other than a consumer.
- K. "Drugs" means: (i) articles recognized in the official United States Pharmacopoeia, the official National Formulary, the official Homeopathic Pharmacopoeia of the United States, or any supplement to any of them; (ii) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or other animals; (iii) articles, other than food, intended to affect the structure or any function of the body of humans or other animals; and (iv) articles intended for use as a component of any article specified in clause (i), (ii), or (iii) of this definition. Notwithstanding the foregoing sentence, "Drugs" does not include or mean medical devices, their component parts or accessories.
- L. "Entity" means a Person other than an individual.
- M. "Generic" means a Drug that is chemically identical or bioequivalent to a brand name Drug in dosage form, safety, strength, route of administration, quality, performance characteristics, and intended use, though inactive ingredients may vary.
- N. "Hazardous Waste" means a "hazardous waste" as defined in the Federal Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 USCA § 6901 et seq.) and the implementing regulations (40 C.F.R. §§239 through 282), as amended. This waste includes, but is not limited to, bulk chemotherapy drugs, P-listed waste, U-listed waste and characteristic hazardous waste.
- O. "Manufacture" means the production, preparation, propagation, compounding, or processing of Covered Drugs or Sharps but does not include the activities of a Repackager, Drug Wholesaler or medical practitioner who distributes or dispenses such substances or devices in the ordinary course of his or her professional practice or prepares, compounds, packages or labels such substances or devices.
- P. "Manufacturer" means a Person engaged in the Manufacture of Covered Drugs or Sharps.
- Q. "Mail-back Program" means a system whereby Consumer Generators of Unwanted Products obtain prepaid and preaddressed mailing envelopes in which to place Unwanted Products for shipment to an Entity that will dispose of them safely and legally.
- R. "Medical Waste" means "Medical waste" as defined in Section 117690 of the California Health and Safety Code, as amended.

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- S. "Person" means an individual, firm, sole proprietorship, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, association, cooperative, or other entity of any kind or nature, however organized.
- T. "Pharmacy" means a place licensed by the State of California Board of Pharmacy where the practice of pharmacy is conducted.
- U. "Plan" or "Product Stewardship Plan" means a product stewardship plan required under this chapter that describes the manner in which a Product Stewardship Program will be provided.
- V. "Plan Operator" means the Person that develops, implements and operates a Product Stewardship Plan, including but not limited to a Producer or Stewardship Organization.
- W. "Prescription Drug" means any Drug, including, but not limited to, any Controlled Substance, that is required by federal or state law, rule or regulation to be dispensed by prescription only or is restricted to use by practitioners only.
- X. "Producer" shall be determined, with regard to Covered Drugs and Sharps that are sold, offered for sale, or distributed in the City as meaning one of the following:
  - 1. The Person who Manufactures Covered Drugs or Sharps and who sells, offers for sale, or distributes Covered Drugs or Sharps in the City under that Person's own name or brand.
  - 2. If there is no Person who sells, offers for sale, or distributes Covered Drugs or Sharps in the City under the Person's own name or brand, the Producer of Covered Drugs or Sharps is the owner or licensee of a trademark or brand under which the Covered Drugs or Sharps are sold or distributed in the City, whether or not the trademark is registered.
  - 3. If there is no Person who is a Producer of Covered Drugs or Sharps for purposes of paragraphs (1) and (2), the Producer of Covered Drugs or Sharps is the Person who brings the Covered Drug into the City for sale or distribution.

Notwithstanding the foregoing, "Producer" does not include: (i) a Retailer or Repackager that only puts its label on a Covered Drug or Sharps; (ii) a pharmacist who dispenses Prescription Drugs to, or repackages or compounds a prescribed individual Drug product for a consumer; or (iii) a Drug Wholesaler who is not also a Manufacturer.
- Y. "Product Stewardship Program" or "Program" means a program financed, developed, implemented, and operated by Producers to collect, transport, and dispose of Unwanted Products.
- Z. "Provider" means any Person that sells or otherwise furnishes Covered Drugs or Sharps to consumers at a medical or veterinary office, clinic, hospital or approved needle-exchange program located in the City.
- AA. "Public Hearing" means any hearing held by the Department or the City which is open to the public for the purposes of collecting public comment. It does not necessarily refer to meetings of the City Council.

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- BB. “Repackager” means a Person who owns or operates an establishment that repacks, repackages, and/or re-labels a product or package (including a Covered Drug and/or Sharps) for further sale or for distribution without a further transaction.
- CC. “Retailer” means any Person that sells Covered Drugs or Sharps directly to consumers at a business located in the City.
- DD. “Santa Cruz County Safe Drug and Sharps Disposal Ordinance” refers to Chapter 7.95 of the Santa Cruz County Municipal Code, entitled “, Santa Cruz County Safe Drug and Sharps Disposal”, as such may be amended.
- EE. “Sharps” means one or more hypodermic needles, pen needles, intravenous needles, lancets and other devices used to penetrate the skin for drawing blood, or for the delivery of medications or Drugs.
- FF. “Stewardship Organization” means an organization designated by a group of Producers to act as an agent on behalf of each Producers to operate a Product Stewardship Program.
- GG. “Unwanted Products” means Covered Drugs or Sharps no longer wanted by the owner or that have been abandoned, discarded, or are intended to be discarded by the owner.

**8.40.040 Product Stewardship Program**

- A. Requirement for Sale. This chapter shall apply only to Producers whose Covered Drugs and/or Sharps are sold and/or distributed in the City and to Retailers who sell Covered Drugs and/or Sharps in the City. This chapter shall apply only to areas within the City limits. This chapter shall be administered and implemented by the City of Capitola City Manager’s Department. Each Producer shall participate in a Stewardship Program. Each Producer must:
  - 1. Operate, individually or jointly with other Producers, a Product Stewardship Program approved by the Department; or
  - 2. Enter into an agreement with a Stewardship Organization to operate, on the Producer's behalf, a Product Stewardship Program approved by the Department.
- B. Product Stewardship Program Costs.
  - 1. A Producer, group of Producers, or Stewardship Organization must pay all administrative and operational fees and costs associated with their Product Stewardship Program and related Product Stewardship Plan, including, but not limited to, the cost of collecting, transporting, and disposing of Unwanted Products collected from Consumer Generators and the recycling and/or disposal of packaging collected with the Unwanted Product.
  - 2. No Person or Producer may charge a specific point-of-sale fee to consumers to recoup the costs of their Product Stewardship Program, nor may they charge a specific point-of-collection fee at the time the Unwanted Products are collected from Consumer Generators or delivered for disposal.

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3. A Producer, group of Producers, or Stewardship Organization must pay all costs and expenses incurred by the City, including but not limited to the Department, in the administration and enforcement of their Product Stewardship Program. Exclusive of fines and penalties, the City shall only recover its actual costs of administration and enforcement under this chapter and shall not charge any amounts under this chapter in excess of its actual administrative and enforcement costs.
4. A Producer, group of Producers, or Stewardship Organization must pay all collection and disposal costs and expenses as of the date that the ordinance codified in this chapter becomes effective. If the City incurs any costs or expenses due to delays in establishment of an approved Stewardship Plan, the Producer, group of Producers, or Stewardship Organization must reimburse the City in full for such costs.

**8.40.050 Product Stewardship Plan**

- A. Plan Content. Each Product Stewardship Program shall have a Product Stewardship Plan (which must be submitted, reviewed and approved in accordance with Section 8.40.050(B) below) that contains each of the following:
  1. Certification that the Product Stewardship Program will accept all Unwanted Products regardless of who produced them, unless excused from this requirement by the Department as part of the approval of the Plan;
  2. Contact information (including the name, physical and mailing address, telephone number, and email address) for the individual and the Entity submitting the Plan, the Plan Operator, and each of the Producers participating in the Product Stewardship Program;
  3. A description of the methods by which Unwanted Products from Consumer Generators will be collected and handled at all retail sale facilities of Sharps and Covered Drugs in the City, including without limitation a description of bins to be used and collection methods;
  4. A description of the methods by which Unwanted Products from Consumer Generators will be collected and handled at all public health facilities in the City, as well as at such other locations as designated by the Department, including without limitation a description of bins to be used and collection methods;
  5. The location of each collection site and locations where envelopes for a Mail-back Program are available (if applicable);
  6. A list containing the name, location, permit status, and record of any penalties, violations, and/or regulatory orders received in the previous five years by each Person that will be involved in collecting and/or transporting Unwanted Products and each Medical Waste or Hazardous Waste disposal facility proposed to participate in the Product Stewardship Program;

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7. A description of how the Unwanted Products will be safely and securely tracked and handled from collection through final disposal and the policies and procedures to be followed to ensure security;
  8. A description of the public education and outreach activities required under this chapter and how their effectiveness will be evaluated;
  9. A description of how the scope and extent of the Product Stewardship Program are reasonably related to the amount of Covered Drugs and Sharps that are sold in the City, by the Producer or group of Producers;
  10. A starting date when collection of Unwanted Products will begin;
  11. A description of how support will be provided to any law enforcement agencies within the City that have, or later agree to have, a collection program for Controlled Substances, including, without limitation: (i) the provision of a collection kiosk with appropriate accessories and signage, (ii) an ability to accept Controlled Substances and other Covered Drugs, and (iii) technical support up to and including an appropriate Person to provide on-site assistance with the sorting and separation of Controlled Substances at no cost to a participating law enforcement agency;
  12. If more than one Producer will be involved in a proposed Product Stewardship Program, then the Product Stewardship Plan for that Program must include a fair and reasonable manner for allocating the costs of the Program among the participants in that Program, such that the portion of costs paid by each Producer is reasonably related to the amount of Covered Drugs and Sharps that Producer sells in the City.
- B. Existing County-Approved Product Stewardship Plan. If a Producer, group of Producers, or Stewardship Organization is/are operating a Product Stewardship Program within the County under an existing Product Stewardship Plan that has been approved by the County of Santa Cruz in accordance with Chapter 7.95 of the Santa Cruz County Code ("County-Approved Plan"), such Producer, group of Producers, or Stewardship Organization may comply with Section 8.40.050(A) above, by supplementing such County-Approved Plan to cover the City and include all items listed in Section 8.40.050(A) above. The Product Stewardship Plan, as supplemented, must be submitted to the Department for review and approval of the provisions relating to and/or applicable to the City in accordance with Section 8.40.050(D) below.
- C. Department Review and Approval; Updates.
1. No Producer, group of Producers, or Stewardship Organization within the City may begin collecting Unwanted Products to comply with this chapter until it has received written approval of its Product Stewardship Plan from the Department. The City may (in its discretion) continue collection on an interim basis if there is any delay in establishing a Stewardship Program as required under this chapter. Once approved by the Department, each Product Stewardship Plan must receive prior written approval from the Department for any proposed changes to the Plan.

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2. All Product Stewardship Plans must be submitted to the Department for approval. Each Producer, group of Producers, or Stewardship Organization operating a Product Stewardship Program shall submit its initial Product Stewardship Plan (conforming to the above requirements) to the Department for review within sixty (60) days after the effective date of this chapter, or at a later date as approved in writing by the Department.
3. Within sixty (60) days after the Department's receipt and review of a Product Stewardship Plan, the Department will determine whether the Plan complies with the requirements of this chapter and of any regulations adopted pursuant to this chapter. The Department may at its sole discretion conduct a noticed Public Hearing as part of this process.
  - a. As part of its approval, the Department may set reasonable performance goals for the Program.
  - b. If the Department approves a Plan, it shall notify the applicant of its approval in writing.
  - c. If the Department rejects a Plan, it shall notify the applicant in writing of its reasons for rejecting the Plan. The Department may reject a Plan without conducting a Public Hearing.
  - d. An applicant whose Plan has been rejected by the Department must submit a revised Plan to the Department within thirty (30) days after receiving notice of the rejection. The Department may require the submission of a further revised Plan or, at its sole discretion, the Department may (without any obligation to do so) develop, approve and impose upon the applicant the Department's own Product Stewardship Plan or an approved Plan submitted by other Producer(s) pursuant to this chapter. The imposed Plan will be presented at a Public Hearing. The Department is not required, and nothing in this chapter shall be interpreted as requiring, the Department to create or impose a Product Stewardship Plan.
  - e. If the Department rejects a revised Product Stewardship Plan or any other subsequently revised Plan, the City Manager may deem the Producer(s) at issue to be out of compliance with this chapter and subject to the enforcement provisions contained in this chapter.
4. At least every three (3) years, a Producer, group of Producers or Stewardship Organization operating a Product Stewardship Program shall update its Product Stewardship Plan, explaining any substantive changes to components of the Plan, and submit the updated Plan to the Department for review and approval.
5. A Producer who begins to offer a Covered Drug or Sharps for sale in the City after the effective date of this chapter, must submit a Product Stewardship Plan to the Department or provide evidence of having joined an existing approved Product Stewardship Program within sixty (60) days following the Producer's initial offer for sale of a Covered Drug or Sharp in the City.

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6. Any proposed changes to a Product Stewardship Plan must be submitted in writing to the Department and approved by the Department in writing prior to implementation of any change. Notwithstanding the foregoing, for County-Approved Plans, only those changes relating to and/or applicable to the City must be submitted in writing to the Department for review and approval before implementation.
7. Required Plan Amendment. Within 60 days of the final promulgation of rules by the California Board of Pharmacy regarding collection of controlled substances by retail pharmacies in conformity with the U.S. Drug Enforcement Agency regulations implementing the Secure and Responsible Drug Disposal Act of 2010, each Producer, group of Producers or Stewardship Organization operating a Product Stewardship Program shall submit to the Department for review and approval an update to its Product Stewardship Plan that describes how the Plan will, within 120 days, comply with and conform to the requirements of such final rules of the California Board of Pharmacy.
8. The Department may audit the records of a Producer, group of Producers, or Stewardship Organization related to a Product Stewardship Plan and/or Product Stewardship Program, or request that the Producer, group of Producers, or Stewardship Organization arrange for the Department to inspect at reasonable times the facilities, vehicles, and equipment used in carrying out the Product Stewardship Plan.

**8.40.060 Disposal of Unwanted Products**

- A. Compliance with Applicable Law. Each Product Stewardship Program must comply with all local, state, and federal laws and regulations applicable to its operations, including, but not limited to, laws, rules, and regulations governing the treatment and disposal of Unwanted Products.
- B. Treatment and Disposal. Each Product Stewardship Program must treat Sharps waste by high heat sterilization and dispose of all unwanted Covered Drugs by incineration at a Medical Waste or Hazardous Waste facility authorized to accept such waste. Each treatment and/or disposal facility utilized must be in possession of all required regulatory permits and licenses.
- C. New Technologies. Producers with Product Stewardship Programs may petition the Department for approval to use treatment and final disposal technologies, where lawful, that provide superior environmental and human health protection than provided by current Medical Waste or Hazardous Waste disposal technologies for Sharps and Covered Drugs if and when those technologies are proven and available. The proposed technology, at a minimum, must provide equivalent protection in each, and superior protection in one or more, of the following areas:
  1. Monitoring of any emissions or waste;
  2. Worker health and safety;
  3. Reduction or elimination of air, water, or land emissions contributing to persistent, bioaccumulative, and toxic pollution; and
  4. Overall impact on the environment and human health.



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- D. Packaging Separation. Each Product Stewardship Program shall encourage Consumer Generators to separate Unwanted Products from their original containers and packaging, when appropriate, prior to collection or disposal.

**8.40.070 Product Stewardship Program Promotion and Outreach**

- A. A Product Stewardship Program must promote the Program to Consumer Generators, pharmacists, Retailers of Covered Drugs and/or Sharps, and health care practitioners (including, but not limited to, doctors and other prescribers, veterinarians and veterinary hospitals) as to the proper and safe method to storage and dispose of Unwanted Products.
- B. A Product Stewardship Program shall include, but is not limited to, developing, and updating as necessary, educational and other outreach materials for use by Retailers of Covered Drugs and/or Sharps. These materials may include, but are not limited to, two or more of the following:
1. Signage that is prominently displayed and easily visible to the consumer.
  2. Written materials and templates of materials for reproduction by Retailers to be provided to the consumer at the time of purchase or delivery, or both.
  3. Advertising and/or other promotional materials related to the Product Stewardship Program.
- C. A Product Stewardship Program must prepare education and outreach materials that publicize the location and operation of collection locations in the City and disseminate the materials to health care facilities, Pharmacies, and other interested parties. The Program also must establish a website publicizing collection locations and Program operations and a toll-free telephone number that Consumer Generators can call to find nearby collection locations and understand how the Program works.

**8.40.080 Retailer and Provider participation**

- A. Every Retailer and every Provider of Covered Drugs and Sharps in the City shall establish a system consistent with the requirements of this chapter for the collection of consumer-generated Covered Drugs and Sharps waste for proper disposal during the Retailer's or Provider's normal hours of operation, except that:
1. A Retailer or Provider who does not sell or provide Sharps to consumers is not required to establish a collection system for Sharps waste; and
  2. A Retailer or Provider who does not sell or provide Covered Drugs to consumers is not required to establish a collection system for Covered Drugs waste.
- B. Each system established by a Retailer or Provider for the collection and disposal of consumer generated Covered Drugs and Sharps waste shall include, at a minimum, the following elements:
1. Subject to the limitations contained in subsection (A) of this Section above and subsection (E) of this Section below, each Retailer or Provider shall provide one of the following:

- a. On-site collection system. Receptacles for the collection of consumer-generated Covered Drugs and Sharps waste within the Retailer or Provider establishment. The receptacle shall meet applicable state and federal standards for safe disposal of Covered Drugs and/or Sharps. The Retailer or Provider shall provide for the management and disposal of all consumer-generated Covered Drugs and/or Sharps waste that is collected at the Retailer or Provider establishment in a safe manner consistent with all state and federal laws and regulations; or
  - b. Mail-back collection system. Prepaid and preaddressed mail-back envelopes in sufficient capacity for safe disposal of the Covered Drugs and/or Sharps sold or provided to a consumer and meeting applicable state and federal standards for safe disposal of Covered Drugs and/or Sharps.
- 2. Signage prominently displayed within five feet of every public entrance to the Retailer or Provider establishment and easily visible to the consumer, indicating that the Retailer or Provider establishment collects consumer-generated Covered Drugs and/or Sharps waste from consumers.
- C. A Retailer or Provider of Sharps must provide at no additional cost to the consumer an approved Sharps disposal container or containers sufficient to dispose of all Sharps purchased. A Retailer or Provider of Sharps may refuse to accept from a consumer Sharps waste that is not properly contained in an approved container. In the event of a refusal to accept Sharps waste, the Retailer or Provider shall provide the consumer with an appropriate container for proper disposal of said Sharps waste.
- D. Sharps disposal containers shall be either a rigid puncture-resistant container with a sealable lid approved by the U.S. Food and Drug Administration for the purpose of transporting Sharps for disposal or a pre-paid mail-back container approved by the U.S. Food and Drug Administration for the purpose of transporting Sharps for disposal.
- E. All costs of participation by Retailers and Providers shall be paid or reimbursed by the Producer, group of Producers, or Stewardship Organization as part of its Program as provided in this chapter. Retailers and Providers shall not be expected to incur any costs for participation in a Product Stewardship Program.

#### **8.40.090 Lists of Producers and Manufacturers of Covered Drugs and Sharps**

- A. Within sixty (60) days after the effective date of this chapter (or at a later date as approved in writing by the Department), each Drug Wholesaler that sells any Covered Drugs and/or Sharps in the City must provide a list of the Producers of those Covered Drugs and/or Sharps to the Department in a form prescribed by the Department. Drug Wholesalers must update and submit to the Department such list of Producers of Covered Drugs and/or Sharps by January 15th of each calendar year.
- B. Within six (6) months after the effective date of this chapter, or within six (6) months after a Retailer whose label appears on a Covered Drug or Sharps or on the Covered Drug's or Sharps' packaging starts selling the Covered Drug or Sharps in the City (or at a later date as approved in writing by the Department), and, thereafter, upon request from the

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Department, a Retailer whose label appears on a Covered Drug or Sharps or on the Covered Drug's or Sharps' packaging must provide the contact information of the Manufacturer from whom the Retailer obtains the Covered Drug or Sharps, including the mailing address, physical address, telephone number, and email address of the Retailer's point of contact at the Manufacturer.

- C. Within six (6) months after the effective date of this chapter, or within six (6) months after a Covered Drug or Sharps repackaged by a Repackager is first sold in the City (or at a later date as approved in writing by the Department), and, thereafter, upon request from the Department, a Repackager whose label appears on a Covered Drug or Sharps or on the Covered Drug's or Sharps' packaging must provide the contact information of the Manufacturer from whom the Repackager obtains the Covered Drug or Sharps, including the mailing address, physical address, telephone number, and email address of the Repackager's point of contact at the Manufacturer.

#### **8.40.100 Reporting**

- A. On or before July 1, 2017 (or at a later date as approved in writing by the Department) and in each subsequent year, every Producer, group of Producers, or Stewardship Organization operating a Product Stewardship Program in the City must prepare and submit to the Department an annual written report describing the Program activities during the previous reporting period. The report must include, at minimum, the following:
1. A list of Producers participating in the Product Stewardship Program;
  2. A list of Retailers and/or Providers participating in the collection of consumer-generated Covered Drugs and/or Sharps waste;
  3. The amount, by type and by weight, of Unwanted Products collected from Consumer Generators collected at each drop-off site and in the entire City and, if applicable, the total amount by type and by weight collected by a Mail-back Program;
  4. A description of the collection system, including, without limitation, the location of each collection site and if applicable, locations where envelopes for a Mail-back Program are provided;
  5. The name and location of disposal facilities at which Unwanted Products were disposed of and the weight by type of Unwanted Products collected from Consumer Generators disposed of at each facility;
  6. Whether policies and procedures for collecting, handling, transporting, and disposing of Unwanted Products, as established in the Plan, were followed during the reporting period and a description of any noncompliance;
  7. Whether any safety or security problems occurred during collection, handling, transportation, or disposal of Unwanted Products during the reporting period and, if so, what changes have or will be made to policies, procedures, or tracking mechanisms to alleviate the problem and to improve safety and security;

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8. A description of public education and outreach activities implemented during the reporting period and their effectiveness, including, without limitation, the methodology used to evaluate the outreach and Program activities;
  9. How the Product Stewardship Program complied with all other elements in the Product Stewardship Plan approved by the Department, including, without limitation, its degree of success in meeting any performance goals set by the Department as part of its approval of the Program; and
  10. Any other information that the Department may reasonably require.
- B. For the purposes of this section, "reporting period" means the period beginning January 1 and ending December 31 of the same calendar year.

**8.40.110 Program Assessment and Collection of Data**

- A. At least once per year, at a time to be determined by the Department, each Product Stewardship Program will conduct a detailed characterization study of Unwanted Products collected at specified locations to help assess effectiveness of the Product Stewardship Program
- B. Assessments shall be conducted in a secure location with proper supervision, in full compliance with federal and state laws, rules, and regulations, and in accordance with guidelines issued by the Department.
- C. Data collected from Program assessments shall be shared with the Department and other relevant agencies in a timely manner.
- D. The Department may require additional assessments as needed to address problems or to help determine Program needs.

**8.40.120 List of Producers**

The Department shall provide on its website a list of all Producers participating in Product Stewardship Programs approved by the Department and a list of all Producers the Department has identified as noncompliant with this chapter or any regulations adopted pursuant to this chapter.

**8.40.130 Regulations and fees**

- A. The City Manager may, after a noticed Public Hearing, adopt such rules and regulations as necessary to implement, administer, and enforce this chapter.
- B. The City Council authorizes the City Manager to charge Producers or a group of Producers participating in a Product Stewardship Program for any costs the City incurs in administering and enforcing this chapter. The amount charged shall not exceed actual costs to the City.

**8.40.140 Enforcement**

- A. The Department shall administer the penalty provisions of this chapter.

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- B. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter.
- C. Any Person, Producer, Plan Operator or Product Stewardship Organization that violates or continues to violate the provisions of this chapter shall be subject to the penalties, remedies, and criminal, civil and/or administrative enforcement actions set forth in Title 4 of the Capitola Municipal Code. Each and every day a violation of this chapter exists constitutes a separate and distinct offense for which enforcement action may be taken.
- D. In determining the appropriate penalties, the Department shall consider the extent of harm caused by the violation, the nature and persistence of the violation, the frequency of past violations, any action taken to mitigate the violation, and the financial burden to the violator.
- E. Whenever the City finds that a Person has violated a provision or failed to meet a requirement of this chapter, the City may order compliance by written notice of violation to the responsible Person pursuant to Chapter 4.10 of the Capitola Municipal Code.
- F. The Department may establish appropriate administrative rules for implementing this chapter, conducting hearings, and rendering decisions pursuant to this section.
- G. Upon the failure of any Person to comply with any requirement of this chapter and any rule or regulation adopted pursuant to this chapter, the City Attorney's office may petition any court having jurisdiction for injunctive relief, payment of civil penalties and any other appropriate remedy, including, without limitation, restraining such Person or Entity from continuing any prohibited activity and compelling compliance with lawful requirements. However, this subsection does not permit the City or any court of competent jurisdiction to restrain the sale of any Covered Drug or Sharps in the City.
- H. Any Person who knowingly and willfully violates the requirements of this chapter or any rule or regulation adopted pursuant to this chapter is guilty of a misdemeanor. A conviction for a misdemeanor violation under this chapter is punishable by a fine of not less than fifty dollars (\$50.00) and not more than five hundred (\$500.00) for each day per violation, or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment.
- I. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

**8.40.150 Additional provisions**

- A. Disclaimer. In adopting and implementing this chapter, the City is assuming an undertaking only to promote the general welfare. The City is not assuming or imposing on its officers and/or employees an obligation by which they could be liable in money damages to any Person or Entity who claims that a breach proximately caused injury.
- B. Conflict with State or Federal Law. This chapter shall be construed so as not to conflict with applicable federal, State, and/or Santa Cruz County laws, rules or regulations. Nothing in this chapter shall authorize any City agency or Department to impose any duties or obligations in conflict with limitations on municipal authority established by state or federal law at the time such agency or Department action is taken. The City shall

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suspend enforcement of this chapter to the extent that said enforcement would conflict with any preemptive State or federal legislation subsequently adopted.

- C. Severability. If any of the provisions of this chapter or the application thereof to any Person or circumstance is held invalid, the remainder of those provisions, including the application of such part or provisions to Persons or circumstances other than those to which it is held invalid shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this chapter are severable.
- D. Nothing in this chapter, or the Product Stewardship Program in which Producers of Sharps and Covered Drug products who sell Sharps and/or Covered Drugs in the are required to participate, is intended to protect anticompetitive or collusive conduct nor shall this chapter be construed to modify, impair, or supersede the operation of any of the antitrust laws or unfair competition laws of the State of California or of the United States.
- E. This chapter shall be construed in accordance with California state law, including but not limited to the Medical Waste Management Act set forth at California Health and Safety Code Section 117600, et seq., and shall not be construed in a way that would result in conflict with, or preemption by, any such state law.
- F. Environmental Findings. This chapter is entitled to a categorical exemption of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations sections 15307, which exempts "actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection."
- G. This chapter shall be in effect for a period of ten (10) years following enactment.

## SECTION II

This Ordinance shall take effect on the 31st day after the date of final passage.

This ordinance was introduced on the 25th day of August, 2016, and was passed and adopted by the City Council of the City of Capitola on the 8th day of September, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Ed Bottorff, Mayor

Attest:

\_\_\_\_\_, CMC  
Susan Sneddon, City Clerk



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: Public Works Department

SUBJECT: Consider Awarding a Contract for the Jade Street Tennis Court Rehabilitation Project

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**RECOMMENDED ACTION:** Award a contract to Vintage Contractors, Inc. in the amount of \$118,060 for construction of the Jade Street Tennis Court Slip Sheet Overlay Project.

**BACKGROUND:** On August 31, 2016 the City received one bid for construction of the Jade Street Tennis Court Slip Sheet Overlay Project which will rehabilitate the tennis courts. The lone bid was received from Vintage Contractors, Inc. out of San Francisco. Vintage Contractors is the same firm that had previously been awarded this project, but due to a technicality, the project needed to be rebid.

**DISCUSSION:** The bid price of \$118,060 is slightly more than their original price of \$113,560. The additional cost is most likely do to bonding requirements which were not included in the original scope of work. With the award of the contract, work will begin in mid-October when the current tennis sessions are completed. The work shall take approximately five weeks to complete, during which time the courts will be completely closed to the public.

**FISCAL IMPACT:** Funding for the project includes a \$38,000 donation from the Rudolph F. Monte Foundation with the balance coming from the Capital Improvement Fund. The additional cost of this contract of \$4,500 from the original contract will be covered by a transfer within the Capital Improvement Program fund and no additional funds transfers will be necessary.

**ATTACHMENTS:**

1. Vintage Contactors Bid

Report Prepared By: Steve Jesberg  
Public Works Director

Jade Street Tennis Court Rehab - Award of Contract  
September 8, 2016

**Reviewed and Forwarded by:**



---

Jamie Goldstein, City Manager

9/2/2016



**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: Vintage Contractors, Inc.

Item No.	Item Description	Units	Quantity	Unit Price	Total
1.	Mobilization	LS	1	\$4,500.00	\$ 4,500.00
2.	Tennis Court Repair (Slip Sheet Overlay – 4 courts)	Ea	4	\$28,390.00	\$ 113,560.00
<b>TOTAL</b>					<b>\$ 118,060.00</b>

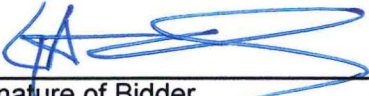
**One hundred Eighteen thousand Sixty** Dollars and **Zero** Cents

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 30th day of August, 20 16.

  
 Signature of Bidder  
 Gene A. Edwards, VP  
 Vintage Contractors, Inc.  
 Printed Name of Bidder

vincon@vintagecontractors.com  
 Email

2367 Ocean Avenue  
 Bidder's Address  
 San Francisco, CA 94127  
 City, State, Zip Code  
 (415) 282-1602  
 Phone

Attachment: Vintage Contractors Bid (1599 : Jade Street Tennis Court Rehab - Award of Contract)



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

**FROM:** Public Works Department

**SUBJECT:** Consider Authorizing the Public Works Director to Issue a Request for Qualifications for Architectural Design Services for the Capitola Branch Library

**RECOMMENDED ACTION:** Authorize and direct the Public Works Director to issue a Request for Qualifications.

**BACKGROUND:** With the passage of Measure S this summer, the City has obtained the funding necessary to build a new Capitola Library. The new library would replace our current local branch library that is undersized and currently housed in a 16-year old temporary modular building.

Public Works staff with the assistance of Bogard Construction as the Project Manager has prepared the attached Request for Qualifications (RFQ) for architectural services for the new Capitola Branch Library. The selection of an architectural firm will be a key step in the project development. Upon submittal by interested architectural firms, project staff will review and rank the firms and interviews will be conducted with the top three firms, with participation from the City's Library Advisory Committee.

**DISCUSSION:** Below is the proposed schedule for the selection process:

Release of RFQ	September 9
Submittal Due Date	October 7
Interviews	Week of October 17-21
Selection and contract negotiations	October 24 - October 28
Recommendations to Council	November 10

**FISCAL IMPACT:** The architectural contract will be paid out of the Library Project funding which includes \$8 million from the recently approved library bond measure and \$2.6 million from of Successor Agency funding. The architectural contract is estimated to cost up to 11% of the construction cost which is currently estimated at \$8 million.

**ATTACHMENTS:**

1. Library Architect RFQ

Report Prepared By: Steve Jesberg  
Public Works Director

RFQ Capitola Branch Library  
September 8, 2016

**Reviewed and Forwarded by:**



---

Jamie Goldstein, City Manager

9/2/2016

REQUEST FOR QUALIFICATIONS FOR ARCHITECT

FOR

**CAPITOLA LIBRARY**  
2005 WHARF ROAD CAPITOLA, CA



CITY OF CAPITOLA

CAPITOLA, CALIFORNIA

SEPTEMBER 2016

Attachment: Library Architect RFQ (1572 : RFQ Capitola Branch Library)

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DRAFT

**TABLE OF CONTENTS**

- I. Request for Qualifications for Architect
- II. Project Information and Requirements
  - A. Project Description
  - B. Architect Requirements
  - C. Code Requirements
  - D. Contract Requirements
  - E. Schedule for Selection Process
- III. Request for Qualifications and Submittal Process
  - A. Format
  - B. Required Response Items
  - C. Submitting the Documents to the City
  - D. Selection of Architect

Attachments (may be recopied as necessary for submittal)

- Attachment A: Selection Criteria
- Attachment B: Statement of Qualifications
- Attachment C: Sample Documents

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**I. Request for Qualifications for Architect**

The City of Capitola is soliciting a written response from qualified architectural firms to the Request for Qualifications (RFQ) to provide services for the following project:

**CAPITOLA LIBRARY  
2005 WHARF ROAD, CAPITOLA, CA**

The selected consultant would provide consulting design and construction administration services for design, construction documents and construction administration, for the project.

The City of Capitola is engaged in a planning and development process for a new approximately 13,000 square foot library to be built in the location of the current Capitola Library at 2005 Wharf Road. The City has an agreement with Santa Cruz County to begin construction of this library before June, 2019. The County has agreed to staff and operate the library.

The project is being funded through a combination of sources. Specifically the City will be allocated \$8 million in proceeds from a regional bond measure that was approved by voters, plus an additional \$2.6 million in funding from the City's former Redevelopment Agency, bringing the total project budget to \$10.6 million.

In 2011 the City completed a Needs Assessment, which called for a new library of approximately 13,000 SF. Recently the City completed conceptual renderings of the new library to help the community better understand what the new building might look like. The City is in the process of updating the 2011 Needs Assessment to reflect any changes in usage or demographics that have occurred over the last five (5) years.

Current project information can be viewed at:

<http://www.cityofcapitola.org/communitydevelopment/page/new-capitola-branch-library>

Links to the following supporting documents can also be found at the above link:

- ♦ Capitola Branch Library Space Needs Assessment
- ♦ October 28, 2015 Community Workshop Presentation
- ♦ Santa Cruz Public Library Master Plan
- ♦ Conceptual Library Rendering - Elevation
- ♦ Conceptual Library Site Plan
- ♦ Conceptual Library Design Presentation

Interested firms will be required to submit statements of qualifications and other documentation demonstrating related experience, using standard forms provided by the City. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City. Proof of equal employment opportunity policy may be required of each candidate firm.

The deadline for submission of the completed RFQ package will be no later than **3p.m. on Friday, October 7, 2016.**

Submit the RFQ package to:

**City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010  
Attention: Capitola Library RFQ**

Completed qualification packages must be received by **3p.m. on Friday, October 7, 2016** to be considered. The City reserves the right to request, receive, and evaluate supplemental information after the above time and date, at its sole determination.

Please do not submit information not requested in the RFQ.

## II. Project Information and Requirements

### A. Selection Process

Proposals will be evaluated on the basis of the following:

- ◆ Quality and completeness of the proposal
- ◆ Demonstrated ability to provide the necessary architectural services
- ◆ Demonstrated qualifications and experience of the proposed team
- ◆ References

Based on the City's review of the response to the RFQ's, the City will select firms to interview. Final selection will be based on the review of proposals, follow-up discussions with selected firms, and recommendations from past and current clients.

Final approval will be at the discretion of the Capitola City Council. The City further reserves the right to negotiate directly with only one (1) firm or discontinue this process at any time.

### B. Architect Requirements

The architect for the project must be willing to work collaboratively with the City and Library's staff, representatives, user groups, administrators, as well as in-house engineers and maintenance staff, as part of the team under the management of the City of Capitola's Project Manager.

In the submittal to the City, the architect must effectively address the following:

1. High level of design quality and in the design of libraries and similar public works facilities.
2. High level of design quality and experience of the architect's proposed consulting team with proven expertise and experience in the design of libraries and similar public works facilities.
3. Experience working with the proposed consulting team on past projects, including of libraries and similar public works facilities.
4. Schedule compliance with regards to the preparation of design and construction documents and submittal to regulatory agencies.
5. Budget compliance in design and construction, including cost effective building construction and operationally efficient functional systems.
6. Experience of selected consultants. Consultants may include, but not be limited to; library planners, mechanical engineers, electrical engineers, code consultants, acoustical consultants, and cost estimators.

### C. Code Requirements

The design and construction of the City's building projects are required to conform to all applicable Federal and State regulations including the California Code of Regulations (e.g. Titles 8, 19, 24, etcetera, and the Americans with Disabilities Act).

## D. General Scope of Work

Refer to Attachment C, Scope of Services Summary, for general description of the scope of architectural services to be provided.

## E. Contract Requirements

All services to be provided by the architect shall be in accordance with the enclosed standard City documents. These documents are provided for review.

1. *City of Capitola Professional Services Agreement*
2. The City requires evidence of insurance coverage: General Liability, Professional Liability, Automobile Liability, and Worker's Compensation. If the architect does not currently have coverage in accordance with the City's policies, then evidence should be submitted indicating that such coverage will be effective prior to entering into a contractual agreement with the City.

## F. Schedule for Selection Process

In accordance with established City procedures, the City will review all submittals in response to the RFQ and will select the preferred firm for the project. The proposed selection process is as follows:

1. Interested firms submit response to RFQ to the City no later than **Friday, October 7, 2016**.
2. The City's selection committee will review the submittals and may select up to three (3) firms to interview.
3. Interviews will be held during the week of **October 17, 2016 through October 21, 2016**.
5. Upon completion of the interview process, the selection and notification by the City will be prepared and submitted to the successful architectural firm by **the end of October 2016**.

The criteria for review of the submitted responses and selection of the successful firm are provided in Attachment A: Selection Criteria.

**III. Request for Qualifications and Submission Process**

To be fully considered, please comply with the following instructions:

## A. Format

1. Submittal material shall be double-sided, and bound in 3-ring binder or comb-bound.
2. Include a Table of Contents.
3. Provide dividers with tabs to separate and identify each response item described below. The tabs shall be numbered (1, 2, 3, 4, and 5) to correspond to each response item. If the firm chooses to provide other relevant information it wishes the City to consider, such as firm's brochure or a discussion of recent and relevant work, add a tab numbered 6.

## B. Required Response Items

The RFQ Submittal shall contain the following response items:

**No Tab Letter of Interest**

As the first document bound into the submission, provide a letter that expresses the firm's interest in the proposed project and describes the firm's perceived strengths to carry out the project.

**Tab 1 Qualifications**

Complete and submit a **Statement of Qualifications** form, Attachment B.

In response to Item 7 of the Statement of Qualifications form, provide project data for a minimum of five (5) relevant projects similar in size, scope and complexity to the proposed project, for which construction has been completed within the last ten (10) years. Also, if not included as one of the relevant projects, provide a list of any and all projects performed by the firm in the Santa Cruz and Monterey Bay areas within the last five (5) years.

**Tab 2 Response to Selection Criteria**

Describe how and to what extent, the firm and consulting team satisfies, or intends to satisfy, each of the selection criteria listed in Attachment A.

**Tab 3 Project Team Organization Chart**

Provide an organizational chart indicating the relationship of the firm's staff members who are proposed to have responsibilities related to the proposed project, as well as your consulting team and their proposed staff members. Indicate on the chart the names of key personnel and their titles. In addition, following the organizational chart, complete and submit Statement of Qualifications form, Attachment B. for any proposed consultants.

**Tab 4 Project Team Information**

Identify by names and titles key staff members who will be assigned to the project or who will otherwise play a major role in the project. Briefly describe each individual's proposed role and the percentage of commitment (of time) for the entire duration of the project.

Submit a resume for each key staff member identified in the response to the above information. Include all relevant experience with similar projects, and indicate the role or duties performed on each such project. Also include employment history.

**Tab 5 Supplemental Information**

Complete, sign and submit Request for Supplemental Information – Claims form (included in Attachment B).

Letter of Acceptance of City's Documents

- a. The firm shall carefully review the standard City documents provided in Attachment C.

- b. A letter prepared on the firm's letterhead shall state the firm's acceptance of said documents as written. Alternatively, the letter shall describe any proposed minor modifications to the standard documents that the firm deems necessary for acceptance. The selection of the architect shall not be construed as acceptance by the City of any of the proposed modifications to the standard documents. The City reserves its right to require modifications to the attached standard documents prior to execution.
- c. Certificate of Insurance: Firm shall submit a Certificate of Insurance (photocopy) indicating the firm's present coverage.

**No Tab Architect Fee Acknowledgment Form**

In a sealed envelope, submit a completed copy of **Architect Fee Acknowledgment Form**. Envelopes will be returned, unopened, to all unsuccessful firms, following the selection of the firm that appears most qualified. Note: submit only one (1) completed copy of this form (PDF not required).

**C. Submitting the Documents to the City**

No later than the time indicated in Request for Qualifications for Architect, deliver **three (3) bound copies of the RFQ submittal documents, and one electronic copy (in PDF format)** by messenger, Federal Express, or equivalent to:

**City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010  
Attention: Capitola Library**

Do not send by U. S. Mail.

**D. Selection of Architect**

The selection committee will make a single recommendation of an architect, along with one (1) alternate firm for the project to the appropriate administrators for approval. Upon approval, the City will enter into contract negotiations with the selected firm. If negotiations are not successfully concluded, the City reserves the right to negotiate with alternate firm. Prior to the execution of the Agreement with the Architect, the selected firm shall complete and submit a Certificate of Insurance confirming that the coverage required by the City has been obtained. Final selection and appointment are contingent upon approval of the proposed project by the City Council of the City of Capitola.

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**ATTACHMENT A****SELECTION CRITERIA****RELEVANT PROJECT EXPERIENCE****DESIGN ABILITY****TEAM ORGANIZATION AND APPROACH****PROJECT TEAM MEMBER'S QUALIFICATIONS****CONSULTANT'S QUALIFICATIONS****MANAGEMENT AND DOCUMENT PRODUCTION CAPABILITY****PUBLIC WORKS EXPERIENCE****COORDINATION AND SUPERVISION OF PUBLIC DESIGN PROCESS****CLIENT RELATIONSHIPS / CLIENT RESPONSIVENESS****PROXIMITY TO PROJECT****EQUAL OPPORTUNITY**

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**SELECTION CRITERIA****CAPITOLA LIBRARY**

*Please note, not all items are weighted equally.*

**1. Relevant Project Experience**

Demonstrate adequate and meaningful experience with projects of similar/comparable size, type, scope and complexity. The team should have a good working knowledge libraries. Preference may be given to teams with library and public works experience, and whose relevant project experience is with the same project team submitted for this project.

*Items for Consideration:*

- *Experience of team in designing library projects.*
- *Experience of team in designing similar public works projects.*

**2. Design Ability**

Demonstrate commitment to design excellence and ability to achieve high-quality functional, technical, aesthetic, and economic design for similar/comparable projects. The team will be expected to have a detailed and sophisticated understanding of how to design a fully functioning library, included the most appropriate mechanical and electrical systems with minimal impact to usable space and design elements.

Ability as it can be evaluated by examination of the functional, technical, economic, and aesthetic qualities of projects done for other libraries and other public works clients.

Quality and thoroughness of the submitted package, especially the thoughtfulness and creativity of the firm's approach.

*Items for Consideration:*

- *Current experience in the design of libraries, in particular, libraries in a public works setting.*
- *Proven design expertise working within an established neighborhood setting.*
- *Design of similar sized libraries with similar complexity.*
- *Understanding of Code-related issues related to occupancy and use.*
- *Understanding the opportunities and constraints of mechanical and electrical systems used for library spaces.*

**3. Team Organization and Approach**

Demonstrate previous experience of the proposed team members in the design of libraries, with similar engineering and architectural requirements.

*Items for Consideration:*

- *Qualifications and experience of proposed team with similar projects.*
- *Based on past experience with projects of similar size and complexity, illustrate proposed staffing level for this project.*

**4. Project Team Members' Qualifications**

Demonstrate relevant project experience, availability and capability of proposed key staff members.

*Items for Consideration:*

- *Qualifications, experience of the project manager.*

**5. Consultants' Qualifications**

Demonstrate relevant project experience and capability of consultants.

*Items for Consideration:*

- *Qualifications, experience and demonstrated interest of consulting team.*
- *Experience of architect and consultants working together on similar past projects.*
- *Experience with Code compliance for similar past projects.*

**6. Management and Document Production Capability**

Capabilities to undertake appropriate project management efforts, and anticipate and resolve problems specific to the needs of the project under consideration. Demonstrate success in providing comprehensive project management services and project team coordination, producing construction documents of superior quality on an accelerated schedule, and providing prompt and effective construction phase services.

Ability to think strategically and flexibly as the scope of the Project unfolds as well as prepare the contract documents to be structured in a way that accommodates unforeseen conditions.

Ability to control costs and exhibit proactive leadership in value engineering, clear understanding of issues related to constructability, construction document quality control and careful management of changes during construction.

*Items for Consideration:*

- *Demonstrated ability to provide efficient and comprehensive management during all phases of this project.*
- *Ability to work in partnership with the City and their consultants, during both the design and construction phases.*
- *Change order history (as a percentage) for document clarification issues.*

**7. Public Works Experience**

Previous experience that demonstrates success in completing project consistent with the public works, low bid environment.

*Items for Consideration:*

- *Experience with projects of similar program, magnitude, and scope, ideally within the same geographical area, Monterey and San Francisco Bay areas, as the project.*
- *Experience of the assigned project team members with similar projects.*
- *Track record of budget and schedule control.*
- *Demonstrated success in meeting schedule and budget requirements.*
- *Experience in recommending construction method alternatives.*
- *Experience with Code and Accessibility requirements.*

**8. Coordination and Supervision of Public Design Process**

Evidence of the verbal, written and graphic communication skills required for conducting and participating in meetings and work sessions with diverse groups of the public, City, consultants, user groups, and administrative staff. Evidence of ability to provide efficient project management during the construction phase of the project.

*Items for Consideration:*

- *Skills in making presentations to diverse groups.*
- *Skills in responsiveness in construction and contract administration.*
- *Construction administration experience of proposed project team.*

**9. Client Relationships / Client Responsiveness.**

Demonstrate success in establishing effective working relationships with public groups, library staff, administrative and technical staff, user representatives, client consultants, project managers and contractors.

Recognition of a need to work harmoniously with the City, consultants, contractors, and others related to the Project.

*Items for Consideration:*

- *Experience working in a public works, or similar settings.*
- *Experience working with public agencies.*
- *Repeat clientele.*

**10. Proximity to Project**

Proximity of the main office to Capitola, or demonstrated ability to provide high quality services from a non-local office.

**11. Equal Opportunity**

Demonstrated company Equal Opportunity Employment policy and compliance with applicable federal law pertaining to Equal Opportunity Employment. The City follows a policy of equal opportunity in their business contracting.

The commitment of the City to equal opportunity applies to the selection of architectural and consulting engineering firms.

*Items for Consideration:*

- *Show evidence of the firm's equal opportunity employment policy.*

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**ATTACHMENT B****STATEMENT OF QUALIFICATIONS**

- **STATEMENT OF QUALIFICATIONS\***
- **PROJECT INFORMATION FORM\***
- **REQUEST FOR SUPPLEMENTAL INFORMATION – CLAIMS\***
  - **ARCHITECT FEE ACKNOWLEDGMENT FORM\***

*\* Indicates form to be used in the RFQ response*

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8. Provide at least three (3) references that the City may contact:
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9. Provide at least three (3) Owner/Client references that the City may contact:
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10. Provide at least three (3) Contractor references that the City may contact:
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**PROJECT INFORMATION FORM**

Please complete a Project Information Sheet for each project listed in Section 7 of the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Location: \_\_\_\_\_ Gross Sq. Feet: \_\_\_\_\_  
 Owner: \_\_\_\_\_ LEED Rating: \_\_\_\_\_  
 Owner's Representative: \_\_\_\_\_ Construction Cost: \_\_\_\_\_

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner/Representative Phone Number: \_\_\_\_\_

Contract Method (lump sum, negotiated, design build, multiple-prime, other):  
 \_\_\_\_\_

Principal-in-Charge: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Library Planner (if any): \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Structural Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Mechanical Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Electrical Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Civil Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Landscape Architect: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

(Provide additional sheets if necessary)

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**REQUEST FOR SUPPLEMENTAL INFORMATION – CLAIMS**

Please submit the following information. Failure to respond may affect consideration of your firm for this project. If the firm has more than one office or division, please provide this information for the office proposed for this project. Responses may be listed on separate pages.

1. Separately list each pending unresolved claim for construction disputes and each current arbitration(s), mediation or litigation in which construction disputes or breach of contract is alleged or indemnity is being sought (because of such alleged disputes or breach of contract) using the following claimant categories:
  - a. Any owner/client, person or entity against your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.
  - b. Any owner/client, person or entity against any of your proposed consultants (indicate project, location and owner). If none, indicate none.
2. Separately list each resolved (settled, arbitrated, and litigated) claim for professional negligence or breach of professional services agreement or for indemnity (because of such alleged negligence or breach of contract) during the last five (5) years using the following categories:
  - a. Any owner/client, person, or entity, and your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.

**DECLARATION:**

The undersigned declares under penalty of perjury that all of the information submitted is true and correct, and that this declaration was executed in

\_\_\_\_\_ County, California, on \_\_\_\_\_.  
(County) (Date)

\_\_\_\_\_  
Name and Title –Printed or Typed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name –if a joint venture,  
state name of joint venture entity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Telephone Number

**ARCHITECT FEE ACKNOWLEDGMENT FORM****CAPITOLA LIBRARY  
CAPITOLA, CA**

Please note; this form must be completed and submitted in a sealed envelope. Envelopes will be returned, unopened, to all unsuccessful firms, following the selection of the firm that appears most qualified.

The architect acknowledges that the TOTAL PROJECT BUDGET is currently set at \$10.6 million and that the fee for complete architectural services, including consultants, as generally described in the sample documents included in Attachment C would be no more than 11% of the CONSTRUCTION BUDGET.

- ☐ We acknowledge and understand the fee and take no exceptions.
- ☐ We acknowledge and understand the fee and have the following exceptions:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTACHMENT C**

**SAMPLE DOCUMENTS**

**CITY OF CAPITOLA PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES SUMMARY**

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**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert consultant name)

THIS AGREEMENT is entered into on \_\_\_\_\_, 201\_, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and \_\_\_\_\_, 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 \_\_\_\_\_ (insert brief contract description) 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 \_\_\_\_\_, 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.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 2

#### 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:

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

Work shall begin on or about \_\_\_\_\_, 201\_\_.

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.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 3

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

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 4

### ***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.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 5

(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.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 6

## 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.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 7

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  
 Name  
 Address  
 Phone

By: \_\_\_\_\_  
 Benjamin Goldstein, City Manager

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

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

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

Approved as to Form:

\_\_\_\_\_  
 Anthony Condotti, City Counsel

Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
\_\_\_\_\_ (insert brief description of contract)  
\_\_\_\_\_ (insert name of vendor)  
Page 8

**APPENDIX ONE**  
**Scope of Services**

**[To be completed for each consultant]**



Professional Services Agreement \_\_\_\_\_ (insert date of contract)  
 \_\_\_\_\_ (insert brief description of contract)  
 \_\_\_\_\_ (insert name of vendor)  
 Page 9

## APPENDIX TWO Fees and Payments

For the services performed, 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.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$\_\_\_\_\_ (\_\_\_\_\_ Thousand Dollars and Zero Cents), 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. 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."

Attachment: Library Architect RFQ (1572 : RFQ Capitola Branch Library)

## Capitola Library

### Scope of Services Summary

#### Schematic Design Phase/Program Validation

General
Provide a written preliminary evaluation of the current needs assessment, scope and the construction budget
Conduct a Schematic Design/Scope Validation kick-off workshop
Conduct an integrated design workshop
Submit three alternative building designs that meet the program needs
For each of the three alternative designs, update the Detailed Project Program cost model
Prepare Schematic Design studies consistent with the Project Program requirements
Code Analysis
Estimated Project Construction Cost
Update the Project Program cost model
Provide an estimated project construction cost base on the Preliminary Scope
Area Tabulation: space-by-space comparison
Design Intent Narrative
Provide a narrative description of the Project's scope
Short narrative description of the Project's sustainable design goals and features.
Describe the type of construction; include waterproofing, exterior & interior finishes, etc.
Submit documentation supporting the design criteria for the structural, HVAC, & other systems
Describe the recommended structural system repairs and include special conditions
Provide the basis of design and an analysis of the principles of operation for the various systems
Describe the mechanical system repairs conceptually and performance requirements of new systems
Describe special systems
Describe the proposed new electrical systems
Include applicable code references where not covered by the code outline
Material Board - provide a 20" x 30" display board with samples of exterior materials proposed
Civil Drawings
Site Demolition Plan
Grading Plan
Utility Plan
Landscape Drawings
Architectural Drawings
Site Plan
Site Sections
Floor Plans
Demolition Plan
Sections
Elevations
Presentation Materials
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Energy Efficiency Program Support

Attachment: Library Architect RFQ (1572 : RFQ Capitola Branch Library)

### Design Development Phase

General
Update versions of all Schematic Design phase submittal items in addition to items below
Code Analysis
Estimated Project Construction Cost
Update the Area Tabulation
Update the Repair Scope and Design Intent Narrative
Update the Material Board(s)
Civil Drawings
Grading Plan
Utility Plan
Conceptual Staging Vehicle and Bicycle Routing Plan
Landscape Drawings
Architectural Drawings
Floor Plans
Roof Plan
Elevations
Sections
Large Scale Drawings
Schedules - Window, Finish, etc.
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Outline Specifications
Schedule a meeting to discuss specifications guidelines
Outline Specifications - include index and technical sections
Energy Analysis - computer simulation demonstrating Title 24 energy compliance
Sole Source Listing
Submit a list of each item to be sole sourced (no known equal), cost, and justification
EMS/HVAC Automatic Temperature Controls - specify systems

### Construction Document Phase

General
Submit updated versions of all the required items for DD in addition to the items below
Recommend changes to documents based on a review of the City's Bidding Documents
Drawings and Specifications to be consistent with City's General Conditions & Division 1
Code Analysis
Update the Estimated Project Construction Cost
Update Area Tabulation
Update the Design Intent Narrative
Update the Material Board(s)
Drawings and Specifications
Include Index and Regulatory Compliance Drawings
Civil Drawings

Landscape Drawings
Architectural Drawings
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Specifications
Energy Analysis
Structural, Mechanical, and Electrical Calculations
Clearly list all design criteria, assumptions, and references used
Utility Shut Down Plan
Update the Sole Source List
95% Construction Documents
Update the documents & provide additional drawings, details, & all complete spec. sections
100% Complete Construction Documents
Update the documents & provide additional drawings, details, & specs deemed complete/buildable
Submit a Letter of Assurance attesting that the documents are complete and ready to bid
List of Rooms and Spaces
Final Back check Construction Documents
Incorporate any changes or corrections required by City or review agencies
When all required changes have been incorporated, CD's will be deemed final & ready for bid
Final Construction Drawings are to be signed and stamped by each Design Professional

#### Bidding Phase

General
Design Professional review and comment on prequalification criteria provided by City
Assist City in the review and evaluation of bids if requested by City
City Administration
City will administer reproduction of all documents, advertisement for bids, pre-bid conference, receipt of questions from bidders, addenda documents, bids, contract award & execution.
City's Representative shall conduct, Design Professionals and consultants shall attend, pre-bid conferences and pre-bid site visits with potential bidders.
Bidders Inquiries
City's Rep. will receive RFI's and forward to Design Professional to answer general questions.
City's Representative sets the deadline for receiving RFI's
Addenda
Modification of the Contract Documents shall be issued by Addendum to the Contract Documents.
Design Professional is responsible for compiling items from consultants into an Addendum.
Design Professional shall provide to the City changes to the specifications in bold and cloud changes to the drawings at the end of the bidding phase.
If requested by City, the Design Professional shall participate in a pre-award meeting.
Design Professional shall submit, prior to bid date, a complete list of all submittals required.

**Construction Phase**

General
Design Professional's responsibilities include interpretation of Contract Documents, periodic site observations, review of submittals, preparation of documents for proposed changes, and general consolation to the City on design matters.
All written communications with Contractor shall be sent and received by City's Representative. Design Professional shall advise and consult with City's Representative and shall keep City's Representative informed of the observed progress of the work.
The Design Professional shall perform all Construction phase services in a timely manner.
Design Professional shall correct all errors, omissions, etc. at no cost to City.
Contract Documents Compliance
Periodic on-site observations during and after construction, as well as off-site observations of material and equipment if specified in Contract Documents. Observations shall be deliberately and thoroughly.
Observations shall be for the purpose of ascertaining: the progress of work, quality, and detail comply with the Contract Documents, City's Representative's directives, etc.
Design Professional shall have the authority to recommend (in writing to City's Rep.) rejection of Work that does not conform to the Contract Documents, code requirements, etc.
Recommend special inspection of testing of Work in accordance to provisions in Contract Documents.
Review inspection reports, laboratory reports, and test data to determine conformity.
Recommend to City's Rep. in writing about actions to be taken by City's Rep. as determined by site visits, inspection reports, laboratory reports, and test data.
Interpretation of the Contract Documents
The Design Professional shall be the interpreter of the design requirements of the Contract Documents and the judge of performance thereunder.
Design Professional's decisions regarding Contract Documents is based upon independent judgment.
Changes To The Contract Documents shall be incorporated on a monthly basis during construction.
Construction Meetings
Design Professional and consultants shall attend and participate in the pre-construction meeting.
Design Professional shall attend regular construction meetings on site and special meetings as needed.
Inspection
Design Professional to provide technical direction and interpretation of Contract Documents for inspectors.
<i>Identifies Inspector's Responsibilities</i>
City will contract with soils and materials testing laboratories upon Design Professional's recommendations and as required by the specifications. City's Representative will coordinate the activities of Contractor with testing consultants.
Design Professional shall revise and update the materials/color schedule and materials boards as necessary to reflect the actual products approved for use on the project.
Design Professional shall review the Commissioning Plan for accurate incorporations of the design intent.
Design Professional shall compile a punch list indicating any lack of compliance with the Contract Documents & submit to City's Rep. when construction is substantially complete & when fully complete.
Final Approval and Inspection Acceptance
The Design Professional and its consultants shall: assist City's Rep. to review contractor's guarantees operating data to assess compliance with the Contract Document requirements; assist City's Rep. to assemble written guarantees, O&M instruction books, diagrams, and charts required of Contractor; recommend final acceptance of the construction and shall advise City of the acceptability of the work performed by Contractor; attend a final inspection and sign a Final Completion form.
Design Professional shall review Contractor's As-Built Documents at each Contractor pay request submitted to verify Contractor's work is in compliance with the Contract Documents, and final As-Built drawings prior to Design Professional's preparation of the final Record Documents.
Any changes that have been made during construction shall be incorporated in the Record Documents to show the As-Built condition of the Project. The final Record Drawings shall be submitted to the City within 30 days of receiving the Contractor's As-Built drawings and shall be labeled "RECORD DRAWING" with the appropriate date.



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: City Manager Department

SUBJECT: Consider a Resolution Supporting Proposition 67, a Statewide Plastic Bag Ban

**RECOMMENDED ACTION:** Consider adopting the Resolution and direct staff to distribute a copy of the Resolution to Assemblymember Mark Stone and Governor Jerry Brown.

**BACKGROUND/DISCUSSION:** In 2014, the California State Legislature passed a ban on single-use plastic bags which was signed into law by Governor Brown. Subsequently, the new law was challenged through the referendum process by the American Progressive Bag Alliance (APBA). The APBA collected a sufficient number of signatures to put Proposition 67, California Plastic Bag Ban Veto Referendum, on the November 8, 2016, ballot for voter approval/disapproval. If Proposition 67 is approved by the state's voters, it would:

- Ratify Senate Bill 270 (2014).
- Prohibit grocery stores, pharmacies, convenience stores, and liquor stores from providing plastic single-use carryout bags;
- Allow single-use plastic bags for meat, bread, produce, bulk food and perishable items.
- Mandate stores to charge at least 10 cents for recycled, compostable and reusable grocery bags.
- Exempt consumers using a payment card or voucher issued by the California Special Supplemental Food Program from being charged for bags.
- Provide \$2 million to state plastic bag manufacturers for the purpose of helping them retain jobs and transition to making thicker, multi-use, recycled plastic bags.

The ballot measure would require stores to deposit their bag sale proceeds into a special fund administered by the Wildlife Conservation Board. It would mandate the board develop regulations to implement the law.

If passed by voters, Proposition 67 would not impact or modify the City's Plastic Bag Ordinance.

**FISCAL IMPACT:** None

Report Prepared By: Susan Sneddon

Plastic Bag Ban  
September 8, 2016

City Clerk

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

9/2/2016

## DRAFT RESOLUTION

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA SUPPORTING PROPOSITION 67, CALIFORNIA PLASTIC BAG BAN VETO REFERENDUM, WHICH WOULD RATIFY SENATE BILL 270, CALIFORNIA'S PLASTIC BAG BAN ON THE NOVEMBER 8, 2016, STATE BALLOT

**WHEREAS**, in 2013 the City of Capitola approved a Single-Use Carry Plastic and Paper Carryout Bag Reduction Ordinance codified in Chapter 8.07 of the Capitola Municipal Code; and

**WHEREAS**, in 2014, the California State Legislature passed Senate Bill (SB) 270 a ban on single-use plastic bags which was signed into law by Governor Brown; and

**WHEREAS**, subsequently, the new law was challenged through the referendum process by the American Progressive Bag Alliance, which placed Proposition 67, California Plastic Bag Ban Veto Referendum, on the November 8, 2016, ballot for voter approval/disapproval; and

**WHEREAS**, ratifying SB 270 would prohibit large grocery stores, pharmacies, small grocery stores, convenience stores and liquor stores from providing plastic single-use carryout bags. It would allow the use of single-use plastic bags for meat, bread, produce, bulk food and perishable items; and

**WHEREAS**, ratifying SB 270 would mandate stores to charge 10 cents for recycled, compostable and reusable grocery bags; and

**WHEREAS**, ratifying SB 270 would exempt consumers using a payment card or voucher issued by the California Special Supplemental Food Program from being charged for bags; and

**WHEREAS**, ratifying SB 270 would provide \$2 million to state plastic bag manufacturers for the purpose of helping them retain jobs and transition to making thicker, multi-use, recycled plastic bags; and

**WHEREAS**, the City of Capitola supports the statewide ban on plastic bags to promote the reduction of plastic polluting our beaches, parks and the ocean; and

**WHEREAS**, the City of Capitola supports voting "yes" on Proposition 67 on the November 8, 2016, ballot in California as a veto referendum.

**BE IT FURTHER RESOLVED** that the City Council of the City of Capitola authorizes the listing of the City of Capitola supports Proposition 67.

**I HEREBY CERTIFY** that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 8th day of September, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:



Plastic Bag Ban  
September 8, 2016

\_\_\_\_\_  
Ed Bottorff, Mayor

ATTEST

By:\_\_\_\_\_, CMC  
Susan Sneddon, City Clerk



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF SEPTEMBER 8, 2016**

FROM: Community Development

SUBJECT: Village Parking - Zoning Code Update and In-Lieu Parking Fee Policy Review

**RECOMMENDED ACTION:** Receive presentation, provide direction, and continue the public hearing on the Zoning Code update to the September 15, 2016, Special City Council Meeting.

**BACKGROUND:** Village parking has been one of Capitola's most challenging land use issues for decades. Although Village parking capacity has been significantly increased since the creation of Village and Beach Parking Lots 1 and 2, Village parking demand still exceeds the supply during busy summer weekends and holidays.

During Zoning Code update hearings, the Planning Commission recommended several changes to Village parking standards to improve clarity, ease administration, and allow limited expansions of existing Village businesses. However, the majority of the Planning Commission felt unsatisfied with the proposed revisions and expressed their desire to comprehensively resolve long-standing Village parking issues rather than making incremental improvements. Accordingly, the Planning Commission postponed its recommendation on Village parking standards pending further direction from the City Council.

In addition, the City Council previously directed staff to place the In-Lieu Parking Fee Policy on a future agenda for possible revisions. The In-Lieu Parking Fee Policy is also a topic of discussion for the Zoning Code update due to the direct relationship between the policy and the zoning regulations.

**DISCUSSION:** The Planning Commission's initial revisions to Village parking standards are shown in strikeout/underline format in Chapter 17.76 of the draft Zoning Code update. Notable changes include the following:

- The current six seat limit for take-out restaurants has been eliminated and replaced with an allowance for 300 square-feet of dining/seating area;
- A new provision has been added to allow eating and drinking establishments to expand by 20% of the existing floor area without providing additional parking;
- The City's In-Lieu Parking Fee Policy would be codified;
- The Draft Code would prohibit parking reductions in the Village through shared parking arrangements and parking demand studies for mixed use development;
- A new allowance for mechanical parking lifts.

Although the proposed revisions would improve Village parking regulations, the Planning Commission recognized that Code amendments alone cannot solve Village parking problems without providing additional parking supply to accommodate peak demand periods. Providing additional parking supply is listed as a high priority in the City's 2014 General Plan, which calls for construction of a new multi-level parking structure on Beach and Village Parking Lot #1. The high costs of constructing a multi-level parking structure, however, remains a significant obstacle to addressing long-standing Village parking issues.

The City commissioned an engineering study with Watry Design in 2011 to evaluate several options to construct a parking structure. Based on the study the Traffic and Parking Commission recommended the City pursue a three-level parking structure with a cost estimate of \$12.8 million. In 2015, staff revisited this cost with local estimators, who indicated that construction costs have likely increased by 30-40% since 2011.

Potential funding options include raising parking meter rates, creating a Village parking improvement district, Transit Oriented Tax (TOT) proceeds from a future Village hotel, grants, new taxes, and cuts in City services. It is not expected, however, that any of these options would provide adequate funds to construct a parking structure in the near future. Consequently, it does not appear that there are any near-term options to provide the necessary increase in parking supply to solve Village parking issues during peak demand periods.

### **Village Parking Issues**

In addition to parking supply, a number of other Village parking issues have been debated by the Planning Commission which require direction from the City Council, including:

- **Parkletts.** The Draft Code included a provision to allow parkletts, which would provide street dining areas in the Village. The Planning Commission recommended removing allowances for parkletts.
- **Shared Parking and Parking Studies.** The Draft Code included allowances for multi-tenant buildings to use shared parking and to potentially reduce required parking if a parking study demonstrated that the nature and hours of operation of various uses would have a lower parking demand. The Planning Commission recommended removing these provisions for the Village.
- **Take-out Restaurants.** The current Zoning Code allows take-out restaurants with six seats or less to provide on-site parking at a ratio of one parking space/240 square-feet, whereas full-service bars and restaurants are subject to a 1/60 square-foot requirement. The six-seat restriction has been a long-standing enforcement issue and the Planning Commission recommended a Code revision to allow a take-out restaurant to have 300 square-feet of dining area without providing additional parking.
- **Bar/Restaurant Expansion.** The current Zoning Code requires that an expansion of an existing bar or restaurant use provide a commensurate increase in parking. The Planning Commission recommended adding a provision to allow a 20% expansion without providing additional parking. Permitted expansions include modification of the internal building layout to enlarge the dining area, additions to the size of the business within an existing building footprint, and new outdoor dining areas.

### **In-Lieu Parking Fee Policy**

Zoning Code Update  
September 8, 2016

The City currently has an Administrative Policy (Attachment 1) which allows large Village hotels with valet parking to purchase up to 57 parking spaces from the City in Beach and Village Parking Lot #1. The City Council reviewed the Policy on March 24, 2016 (Attachment 2), but did not direct staff to make any changes at that time.

There has been debate over whether the Policy should be expanded to allow participation by other business types and/or to create Village parklets. During Zoning Code update hearings, the Planning Commission recommended codifying the City's current policy, but did not express support for allowing other businesses to participate in the program. The Traffic and Parking Committee previously considered the Policy and expressed their concerns that allowing smaller projects to use the program could incrementally consume parking spaces needed for a future Village hotel and promote undesired Village intensification which would in-turn exacerbate parking problems.

FISCAL IMPACT: None.

ATTACHMENTS:

1. Administrative Policy I-33 In-Lieu Parking Fee Program
2. In Lieu Parking Fee Policy Staff Report - March 24, 2016

Report Prepared By: Katie Cattan  
Senior Planner

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

9/2/2016



## ADMINISTRATIVE POLICY

Number: I-33

Issued: October 10, 2013

Jurisdiction: City Council

### IN-LIEU PARKING FEE PROGRAM

#### I. PURPOSE

The purpose of this policy is to establish an In-Lieu Parking Fee Program (Program) for new hotel uses in the Village. The Program allows eligible development projects to purchase off-site parking spaces from the City in-lieu of providing on-site parking.

#### II. POLICY

New large hotels, as defined by Municipal Code section 17.03.320 which provide a valet service, proposed in the Central Village zoning district may request to participate in the Program by submitting an application to the Community Development Department. An applicant may request to purchase any or all of the allotted 57 parking spaces designated for the Program. Applications shall include an economic analysis showing both direct, and indirect economic impacts of the proposed project.

Applications shall be considered by the City Council, and may be approved if the following findings can be made:

1. The proposed project is consistent with the City's Local Coastal Plan and the Coastal Act
2. Offsite parking for the proposed project would reduce traffic impacts and provide a design more consistent with the historic character of the village.
3. The proposed project will help to facilitate the City's economic development goals.

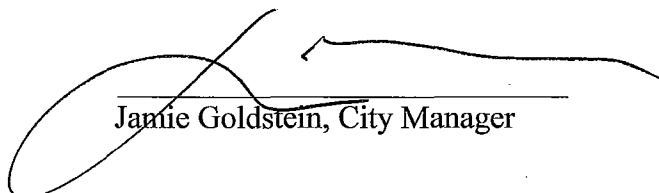
If approved, the applicant shall be required to submit payment prior to issuance of a grading or building permit, whichever comes first. The in-lieu fee rate shall be determined by the City Council based on the cost of constructing a parking structure at the time the application is submitted. The applicant may propose the establishment of an annual assessment rather than an up-front payment of fees. Such annual assessment proposal may be approved or denied by the City Council.

Parking spaces designated for the Program shall be located in the upper Pacific Cove parking lot. The designated parking area shall be conspicuously marked and shall be for the exclusive use by employees and guests of Program participants. Prior to issuance of a building permit, applicants shall be required to submit a plan to secure, monitor, and enforce the use of purchased parking spaces to the satisfaction of City staff. The parking area shall be secured to the City's satisfaction prior to issuance of a certificate of occupancy.

The Community Development Department shall maintain a record of all properties that have fulfilled their parking requirements through payment of in-lieu fees. In the event that a property or use is sold to another party, the purchased parking spaces shall transfer to the new owner(s). Parking spaces may not be sold, transferred, or shared with other parties to meet parking requirements of other uses not authorized by the original permit. In-lieu fees paid to meet parking requirements shall be non-refundable.

Revenue collected from the Program shall be deposited into an interest bearing account established for the sole purpose of contributing to the financing of a future parking facilities, such as a multi-level parking structure located on the upper Pacific Cove property.

This policy is approved and authorized by:



Jamie Goldstein, City Manager



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MARCH 24, 2016**

FROM: Community Development

SUBJECT: Review of In-Lieu Parking Fee Program

**RECOMMENDED ACTION:** Receive presentation and provide direction.

**BACKGROUND:** The City Council adopted Administrative Policy I-33 (attached) to establish an In-lieu Parking Fee Program (Program) on October 10, 2013. On October 8, 2014, the City Council directed staff to place the Program on a future agenda for further discussion.

**DISCUSSION:** The City's Program was adopted to allow large Village hotel projects with valet service to satisfy parking requirements through the purchase or lease of parking spaces in Beach and Village Parking Lot #1. The Program would allow qualifying projects to purchase any or all of the 57 designated in-lieu parking spaces.

The Program was made possible by development of the new Beach and Village Parking Lot #2, which added 233 new public parking spaces to the City's inventory. The 57 space inventory for the Program represents the surplus parking capacity over the 176 space deficit identified in the 2008 Parking Analysis for Capitola Village.

An in-lieu fee program for the Village is consistent with the City's 1989 General Plan and certified Local Coastal Program, which required new development in the Village to provide parking outside the Village but within walking distance (exceptions are allowed for non-historic residential uses, the Mercantile, and former Capitola Theater site). The recently updated General Plan reiterates the requirement to provide remote parking for new Village development.

The adopted policy calls for City Council review of all requests to use the Program, and if approved, the cost for in-lieu spaces would be based on the pro-rated cost of constructing a parking structure. Revenue collected from the Program would be deposited into an interest bearing account established for the sole purpose of contributing to the financing of future parking facilities, such as a multi-level parking structure on the Beach and Village Parking Lot #1 property.

Since its adoption in 2013, staff has received inquiries from prospective applicants who are interested in development in and around the Village but cannot meet on-site parking requirements. Development concepts ranging from additional restaurant and bar uses, converting ground floor parking to commercial uses, and Village parklets (small dining areas located in vacated parking spaces) could be potential beneficiaries of an expanded Program.

Review of In-Lieu Parking Fee Program  
March 24, 2016

Members of the Traffic and Parking Committee, however, have expressed concerns about allowing smaller projects to use the Program, citing that it could incrementally consume spaces needed for a future Village hotel and promote intensification which would in-turn exacerbate Village parking problems.

FISCAL IMPACT: None.

ATTACHMENTS:

1. In-Lieu Parking Fee Program: City Council Administrative Policy I-33

Report Prepared By: Rich Grunow  
Community Development Director

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

3/17/2016

Attachment: In Lieu Parking Fee Policy Staff Report - March 24, 2016 (1578 : Zoning Code Update)