

City of Capitola Agenda

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



CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, APRIL 10, 2014

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

CLOSED SESSION – 6:45 PM

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

LIABILITY CLAIMS (Govt. Code §54956.95)

Claimant: Patricia Greenwood
Agency claimed against: City of Capitola

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

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 Stephanie Harlan, Dennis Norton, Ed Bottorff, Michael Termini, and Mayor Sam Storey

2. PRESENTATIONS

A. Certificate of Commendation to Detective Sarah Ryan, Detective Leo Moreno, and Sergeant Mark Gonzalez.

B. Presentation to Police Officer Pedro Zamora and retired Police Service Canine Katie.

C. Presentation by Michelle Williams, Arts Council Santa Cruz County Executive Director.

3. REPORT ON CLOSED SESSION

4. ADDITIONAL MATERIALS

Additional information submitted to the City Council 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. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

9. CONSENT CALENDAR

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

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

CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, April 10, 2014

- A. Receive Planning Commission Action Minutes for the Regular Meeting of April 3, 2014.
RECOMMENDED ACTION:
Receive Minutes.
- B. Consider denying liability claim of Patricia Greenwood in the amount of \$9,500 and forward to the City's liability insurance carrier.
RECOMMENDED ACTION:
Deny Liability Claim.
- C. Consider a contract with the City of Santa Cruz in an amount not to exceed \$4,500 to provide Junior Lifeguard instructor training, and authorize a \$15,000 increase in expenditures for wages paid to the Capitola Junior Lifeguard instructors during training.
RECOMMENDED ACTION:
Authorize City Manager to execute contract and approve budget adjustment in the amount of \$19,500.
- D. Consider acceptance of Association of Monterey Bay Area Governments (AMBAG) Regional Public Safety Electric Motorcycle Upgrade Program Grant of \$14,250 for the purchase of a Police Department electric motorcycle.
RECOMMENDED ACTION:
Approve the acceptance of grant funds for the purchase of a Police Department electric motorcycle.

10. GENERAL GOVERNMENT / PUBLIC HEARINGS

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

- A. Consider the approval of plans, specifications, and the engineer's estimate for the construction of the McGregor Park; authorization to advertise for bids and a budget amendment allocating \$130,000 within the Capital Improvement Program from Undetermined Park Improvements to the McGregor Park Project, and modifications to the McGregor Park Donation and Sponsorship Program.
RECOMMENDED ACTION:
Approve plans, specification and estimate; authorize advertising for bids, a budget amendment, and modifications to the McGregor Park Donation and Sponsorship Program.
- B. Consider the Lower Pacific Cove Parking Lot Operating Guidelines and the renaming of both the Upper and the Lower Pacific Cove Parking Lots.
RECOMMENDED ACTION:
Approve Operating Guidelines and the renaming of both Pacific Cove Parking Lots.
- C. Consider finalizing the design and funding for the Esplanade and Stockton Avenue Intersection Improvements; and authorize advertising the project for construction bids.
RECOMMENDED ACTION:
Approve Esplanade and Stockton Avenue Intersection Improvements; and authorize advertising the project for construction bids.

CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, April 10, 2014

- D. Consider implementing a Village “Personalized Brick” Program.
RECOMMENDED ACTION:
Approve Program.
- E. Consider a contract with Community Television of Santa Cruz County, Inc., to provide programming for the City’s Public, Education and Government Channels; and authorize the City Manager to execute the contract.
RECOMMENDED ACTION:
Approve contract.

11. ADJOURNMENT

Adjourn to the next Regular Meeting of the City Council on Thursday, April 24, 2014, at 7:00 PM, in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

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

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City’s website: www.cityofcapitola.org and at Capitola City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, on the Monday prior to the Thursday 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 by clicking on the Home Page link “Meeting Video”. Archived meetings can be viewed from the website at anytime.



**ACTION SUMMARY MINUTES
CAPITOLA PLANNING COMMISSION
THURSDAY, APRIL 3, 2014
7 P.M. CITY COUNCIL CHAMBERS**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Commissioners: Ron Graves, Gayle Ortiz, Mick Routh, Linda Smith and TJ Welch

2. ORAL COMMUNICATIONS

- A. Additions and Deletions to Agenda-NONE
- B. Public Comments-NONE
- C. Commission Comments-NONE
- D. Staff Comments-NONE

3. APPROVAL OF MINUTES

- A. March 6, 2014, Draft Planning Commission Minutes

ACTION: Approved 5-0

4. CONSENT CALENDAR

- A. **207 California Avenue #13-170 APN: 035-181-10**
Design Permit to remodel an existing single-family home in the CV (Central Village) Zoning District.
This project does not require a Coastal Development Permit due to the addition being less than 10% of the internal floor area of the existing structure.
Environmental Determination: Categorical Exemption
Owner/Representative: Alfred Silva Jr., Filed 12.12.2013

ACTION: Approved 5-0

- B. **3120 Capitola Rd #14-027 APN: 034-281-27**
Fence Permit application with request for a height exception up to 6 feet within the front yard of a residence located in the R-1(single family) Zoning District.
This project is not located in the Coastal Zone.
Environmental Determination: Categorical Exemption
Owner: Lenny Farrell
Representative: Leland Cadwallader, filed: 02/14/2014

ACTION: Approved 5-0

5. PUBLIC HEARINGS

- A. **1955 41st Avenue #14-029 APN: 034-261-53**
Amendment to the Master Sign Program at 1955 41st Avenue to allow Logo Signs up to 4 square feet in the CC (Community Commercial) Zoning District.

This project is not located within the Coastal Zone.
Environmental Determination: Categorical Exemption
Property Owner: JFG Capitola- Winfield Partners, L.P.
Representative: AKC Services, Kasey Clark, filed 02/18/2014

ACTION: Approved 4-0; Commissioner Graves recused.

B. 1601 41st Ave #14-023 APN: 034-151-20

Conditional Use Permit, Design Permit, Variance, and Sign Permit to allow an expansion of the existing Cinelux Theatre located 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: George Ow Jr.
Representative: Paul Gunsky, filed 2-26-14

ACTION: Approved 5-0

C. GENERAL PLAN UPDATE

Planning Commission recommendation on the proposed General Plan Update
Environmental Determination: Environmental Impact Report
Applicant: City of Capitola

ACTION: Adopted a resolution certifying the Final Environmental Impact Report and adopting the Mitigation Monitoring Reporting Program and Statement of Overriding Considerations; Adopted a resolution to adopt the City's General Plan Update.

6. DIRECTOR'S REPORT

7. COMMISSION COMMUNICATIONS

8. ADJOURNMENT

Adjourned the meeting at 10:00 p.m. to the regular meeting of the Planning Commission to be held on Thursday, May 1, 2014, at 7 p.m. in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.



CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: LIABILITY CLAIM

RECOMMENDED ACTION: Deny liability claim and forward to the City's liability insurance carrier.

DISCUSSION:

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

1. Patricia Greenwood: \$9,500.00

ATTACHMENTS: None

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

Reviewed and Forwarded
by City Manager: _____

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER A CONTRACT WITH CITY OF SANTA CRUZ FOR JUNIOR LIFEGUARD INSTRUCTOR TRAINING

RECOMMENDED ACTION:

1. Authorize the City Manager to execute a contract with the City of Santa Cruz to provide Junior Lifeguard Instructor Training in an amount not to exceed \$4,500 for a term of one year; and
2. Authorize a budget adjustment amending the Fiscal Year 2013-2014 General Fund Budget by transferring \$19,500 from Fund Balance to the Recreation Department to fund the Junior Lifeguard Instructor Training Program.

BACKGROUND: The Capitola Junior Lifeguard instructors are currently the only instructors in the County and beyond who do not attend a United States Lifesaving Association (USLA) certified lifeguard training program. This has created several issues; most importantly it is a safety issue, but also creates a liability problem for the City. In addition, other junior lifeguard programs have informed the City they do not want the Capitola Junior Lifeguard students attending their competitions because of their liability exposure due to the lack of training and certification of our instructors.

DISCUSSION: The City had the option to either contract with the City of Santa Cruz to train our Instructors, join the City of Santa Cruz's Junior Lifeguard program, or not attend the competitions. Staff is recommending contracting with City of Santa Cruz to train our instructors.

The City of Santa Cruz Fire Department, Marine Safety Division is a certified USLA Chapter and therefore qualified to provide the necessary training to the Capitola Junior Lifeguard instructors. The training is composed of a one-time requirement of 40 hours of initial training and 16 hours annually thereafter to maintain certification. The City of Santa Cruz will provide the required training with their staff at their facilities, as well as on Capitola Beach in May 2014, or instructors can attend training in June 2014. All of the Capitola Junior Lifeguard instructors will be required to attend and pass the training in order to become a Junior Lifeguard instructor.

FISCAL IMPACT: The amount of the contract is \$4,500 for the first year of training, and \$15,000 for wages paid to the Capitola Junior Lifeguard instructors for their attendance. The amount will decrease slightly over time as Capitola instructors complete the initial 40 hour training requirement and are then required to attend 16 hours of training annually thereafter.

ATTACHMENTS: 1) Contract, 2) Budget Adjustment Form

Report Prepared By: Lisa G. Murphy
Administrative Services Director

Reviewed and Forwarded
by City Manager: 

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**MUTUAL INDEMNITY AGREEMENT
RE: JUNIOR LIFEGUARD
INSTRUCTOR TRAINING SERVICES**

This Mutual Indemnity Agreement (“Agreement”) is made and entered into by and between the CITY OF SANTA CRUZ, a charter city and municipal corporation (“SANTA CRUZ”) and the CITY OF CAPITOLA, a general law city and municipal corporation (“CAPITOLA”), (hereinafter collectively referred to as “Parties” or individually as “Party”), both of which are public entities organized and existing under and by virtue of the laws of the State of California. This Agreement will be effective as of _____, 2014.

RECITALS

WHEREAS, each Party to this Agreement provides a Junior Lifeguard program;

WHEREAS, Santa Cruz through its Fire Department provides lifeguard services to CAPITOLA at CAPITOLA Main Beach pursuant to the Agreement for Lifeguard Services entered on May 25, 2012, which has been extended and is currently in effect;

WHEREAS, Santa Cruz Fire Department, Marine Safety Division is a certified United States Lifesaving Association (USLA) Chapter and therefore qualified to provide open water lifeguard training;

WHEREAS, CAPITOLA seeks a cost-effective and efficient option to train Junior Lifeguard Instructors pursuant to a USLA certified training program;

WHEREAS, Parties now wish to agree upon the responsibility and liability for the provision of Junior Lifeguard Instructor training services, under the terms and conditions described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **SERVICES.** Santa Cruz Fire Department, through its lifeguards and lifeguard supervisors, shall provide lifeguard training to CAPITOLA Junior Lifeguard Instructors to complete the requirements for open water beach lifeguards as follows:
 - a) SANTA CRUZ shall annually, for a total of 40 hours, train a maximum of 24 Junior Lifeguard Instructors with the goal that the Junior Lifeguard Instructors will complete the requirements for open water beach lifeguards trained under a certified USLA program.
 - b) At a minimum, said training shall include sixteen hours of recurrent training in lifeguarding, first aid and cardiopulmonary resuscitation (CPR). The Santa Cruz Fire Department Marine Safety Division is a United States Lifesaving Association (USLA) advanced agency member and all training provided pursuant to this Agreement shall adhere to and comply with USLA training standards.
 - c) Junior Lifeguard Instructors may become open water lifeguards by participating and successfully completing either: 1) SANTA CRUZ Fire Department’s Marine

Item #: 9.C. Attach 1.pdf

Division Rookie School, or 2) an equivalent training session as determined by the Marine Safety Division of the Santa Cruz Fire Department.

- d) SANTA CRUZ makes no guarantee, warrantee, or other assurances that the Junior Lifeguard Instructor trainees will successfully complete the training requirements to becoming open water beach lifeguards. Any person who fails to successfully complete the training requirements will not be endorsed as an open water lifeguard.
2. SERVICES MANAGER. CAPITOLA agrees to assign a CAPITOLA employee as the project manager to administer the contract and provide administrative services relating to this program.
3. TERM. The term of this Agreement will commence on _____ and terminate one year from the same date. The term of this Agreement may be extended annually by mutual agreement of the Parties evidenced in writing as an amendment to this Agreement.
4. COMPENSATION. For all Junior Lifeguard Instructor training services provided by SANTA CRUZ pursuant to this Agreement, including all equipment used by Santa Cruz in connection therewith and all expenses incurred by SANTA CRUZ in connection therewith, CAPITOLA shall pay SANTA CRUZ a total of \$4,500. Said \$4,500 shall be remitted by CAPITOLA to SANTA CRUZ in a single lump sum payment due and payable on or about May 15th.
5. MUTUAL INDEMNIFICATION. Each Party agrees to defend, indemnify, and hold the other Party, its officers, employees, agents harmless from any and all claims, liability, losses, expenses, attorneys, fees or costs arising out of said Party's respective employees', officers' or agents' negligent acts, errors, omissions or willful misconduct while performing their obligations pursuant to this Agreement, but only in proportion to and to the extent such liability, losses, expenses, attorneys' fees, costs or claims for injury or damages are caused by the negligent or intentional acts or omissions of said Party, its respective officers, employees, or agents. For purposes of this provision none of the Santa Cruz personnel who provide services pursuant to this Agreement shall be construed to be, or considered, Capitola officers, employees or agents.
6. INSURANCE. Each Party shall insure its activities in connection with this Agreement and obtain, keep in force and maintain as follows:
 - A. Commercial General Liability Insurance of at least \$1 Million;
 - B. Worker's Compensation Insurance as required by California law.
7. TERMINATION WITHOUT CAUSE. Each Party may terminate this Agreement, without cause, by giving written notice to the other Party. Such termination shall be effective thirty (30) days following receipt of written notice.
8. TERMINATION FOR CAUSE. Should any Party be in default of any covenant or condition hereof, the other Party may immediately terminate this Agreement for cause if the defaulting Party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.

9. NON-ASSIGNABILITY. This Agreement shall not be assigned by either Party without first obtaining the express written consent of the other Party.
10. NOTICES. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to the Parties shall be in writing and shall be deemed duly served and given when personally or electronically delivered to the Party to whom directed or in lieu of such personal or electronic service when deposited in the United States mail, postage paid to:

City of Capitola
420 Capitola Ave
Capitola CA 95010
Attn: City Manager
Telephone: (831) 475-7300

City of Santa Cruz
809 Center Street, Room 10
Santa Cruz CA 95060
Attn: City Manager
Telephone: (831) 420-5010

11. ENTIRE AGREEMENT. The Parties agree that this Agreement constitutes the sole and only Agreement between them concerning Junior Lifeguard Training services and correctly sets forth their obligations and duties with respect to each other.
12. AMENDMENT. This Agreement may be amended only by written consent of the Parties.
13. SUBJECT HEADINGS. The subject headings of the paragraphs in this Agreement are included solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this Agreement.
14. NO INTERPRETATION AGAINST DRAFTING. This Agreement has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted the applicable provision, is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties.
15. EXECUTE IN COUNTERPARTS. The Parties agree that there shall be two originals of this Agreement, which shall be identical in all respects, including form and substance. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A copy of this executed Agreement shall be deemed as valid as the original.

Item #: 9.C. Attach 1.pdf

16. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

17. WAIVER OF CONFLICT OF INTEREST. Each Party has considered the conflict of interest and fully understands the possible adverse consequences of the simultaneous representation by the same legal counsel in the preparation of this Agreement. Each Party understands that it has the right to seek the advice of independent legal counsel on its own behalf on the conflict of interest issue and also relating to this Agreement. Each Party hereby agrees to waive the conflict of interest in the continued representation by the same legal counsel relating to this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF CAPITOLA, a Municipal Corporation

By: _____
Name: Jamie Goldstein
Its: City Manager
Date: _____

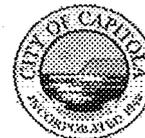
CITY OF SANTA CRUZ, a Municipal Corporation

By: _____
Name: Martin Bernal
Its: City Manager
Date: _____

Approved as to form:

By: _____
John G. Barisone, City Attorney
For City of Santa Cruz and City of Capitola

City of Capitola Budget Adjustment Form



Date 4/3/2014

Requesting Department Recreation

Administrative Council

Item # _____ 9.C.
 Council Date 4/10/2014
 Council Approval _____

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

Expenditures		
Account #	Account Description	Increase/Decrease
1000-50-50-520-4120.100	Wages Temporary Seasonal	15,000
1000-50-50-520-4305.900	Contract Services	4,500
Total		19,500

Net Impact (19,500)

Purpose: To fund Junior Lifeguard Instructor Training Program

Department Head Approval _____

Finance Department Approval _____

City Manager Approval _____

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: POLICE DEPARTMENT

SUBJECT: CONSIDER ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG)
REGIONAL PUBLIC SAFETY ELECTRIC MOTORCYCLE UPGRADE PROGRAM
GRANT OF \$14,250

RECOMMENDED ACTION: Approve the acceptance of the AMBAG Regional Public Safety Electric Motorcycle Upgrade Program Grant funds of \$14,250 toward the purchase of a Police Department electric motorcycle.

BACKGROUND: The AMBAG Regional Public Safety Electric Motorcycle Upgrade Program is a grant program offered by the Monterey Bay Unified Pollution Control District using funds allocated by AB2766 secured DMV fees. The purpose of the program is to replace polluting fleet vehicles in the Monterey Bay region with true zero emissions electric motorcycles. Funding was made available for the purchase of four motorcycles in Santa Cruz County in Fiscal Year 2013-2014.

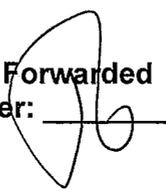
DISCUSSION: The Police Department currently has five motorcycles, including a 1999 Kawasaki KZ1000 which is scheduled for replacement in the near term. The Department was awarded \$14,250 toward the purchase of an electric motorcycle to replace the Kawasaki. The remaining \$3,929 will be paid from money received for unclaimed property that has been sold at auction. Funds from this account are to be exclusively used for supporting front line law enforcement.

Zero Motorcycles is offering incentive pricing on 2013 DS Police motorcycles to local agencies to maximize the leverage of the grant. The electric motorcycle will not only be less polluting, but have much lower fuel and maintenance costs than a gas model.

FISCAL IMPACT: The total purchase of the motorcycle is \$18,179. The \$3,929 difference between the grant and the purchase price will be paid from the Evidence Held - Adjudicated account, which is money received from the auction of unclaimed property. AMBAG will provide the grant funds directly to the vendor.

ATTACHMENTS: None.

Prepared by: Denice Pearson
Administrative/Records Analyst

Reviewed and Forwarded
by City Manager: 

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: MCGREGOR PARK APPROVAL OF PLANS, AUTHORIZATION TO ADVERTISE FOR BIDS, BUDGET AMENDMENT ALLOCATING \$130,000 WITHIN THE CAPITAL IMPROVEMENT PROGRAM FROM UNDETERMINED PARK IMPROVEMENTS TO THE MCGREGOR PARK PROJECT AND MODIFICATIONS TO THE MCGREGOR PARK DONATION AND SPONSORSHIP PROGRAM

RECOMMENDED ACTION:

1. Approve plans, specifications, and engineer's estimate for construction of the McGregor Park and authorize advertising the Project to receive bids setting the bid opening date for May 14, 2014, at 11:00 a.m.; and
2. Approve a budget adjustment reallocating \$130,000 within the Capital Improvement Program from Undetermined Park Improvements to the McGregor Park Project; and
3. Approve modifications to the McGregor Park Donation and Sponsorship Program.

BACKGROUND: This Project will complete the grading, fencing, landscaping, parking lot improvements, and related features of the park on the McGregor property. This Project does not include construction of the elements.

DISCUSSION: The estimated cost of construction is \$150,000 based on preliminary designs. A detailed estimate is being prepared and will be provided to the Council upon completion. The construction plans are included as Attachment 1. A full size set of plans and the specifications are available at the Public Works Department for review.

The proposed construction schedule is as follows:

Authorization to advertise:	April 10, 2014
Bids open:	May 14, 2014
Contract awarded:	May 21, 2014
Begin work:	June 2014
Construction complete:	August 2014

Separately, staff is working on finding sponsors for the completion of the skate park, dog park, and bike park. It is anticipated the elements will be completed independently of each other following construction. Staff received a refined cost estimate for the bike park which maximizes the use of the area for an amount less than what was identified in the sponsorship program. The bike park was originally estimated at \$25,000 to install, the revised cost estimate is for \$15,000. Staff is proposing to adjust the sponsorship program proportionate to the new amount which is a 40% reduction. Tentative sponsorships for the entire amount have been identified. The dog park sponsorship program is also recommended to be adjusted similarly by a decrease of 20%, as the cost to install is less than the originally identified amount of \$10,000. A donor has tentatively committed to the full amount of the dog park. At this time, the cost for the installation for the skate park has not changed and no sponsorships or donations have been identified for the skate park, therefore no changes are recommended at this time.

Item #: 10.A. Staff Report.pdf

APRIL 10, 2014 AGENDA STAFF REPORT

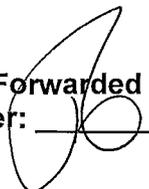
MCGREGOR PARK APPROVAL OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE,
AUTHORIZATION TO ADVERTISE FOR BIDS AND APPROVAL OF A BUDGET ADJUSTMENT

FISCAL IMPACT: The current Capital Improvement Program Budget includes an allocation of \$130,000, for undetermined park improvements, and \$35,000 for the McGregor Park Project. A budget adjustment is recommended to reallocate the \$130,000 to the McGregor Park Project bringing the Project budget to \$165,000. Design costs to date are \$15,000, leaving \$150,000 for construction.

ATTACHMENTS

1. Construction Plans
2. Budget Adjustment

Report Prepared By: Steven Jesberg
Public Works Director

**Reviewed and Forwarded
By City Manager:** 

planning commission review plans for:

McGREGOR PARK

CITY OF CAPITOLA

McGREGOR DRIVE, CAPITOLA

March 31, 2014

Sheet Index

cs	Cover sheet
1	Survey
L - 1.0	West Grading + Drainage, Erosion Control, Tree Protection Plan
L - 1.1	East Grading + Drainage, Erosion Control, Tree Protection Plan
L - 1.2	Grading + Drainage, Erosion Control, Tree Protection Notes and Details
L - 2.0	Layout + Materials Plan
L - 2.1	Site furnishings and Lighting Cut Sheets
L - 3.0	West Planting Plan
L - 3.1	East Planting Plan
L - 4.0	West Irrigation Plan
L - 4.1	East Irrigation Plan
L - 5.0	Planting + Irrigation Details

Vicinity Map



Park Location



Michael Arnone + Associates
LANDSCAPE ARCHITECTURE

831.462.4988 mike@amonelandscape.com www.amonelandscape.com

McGREGOR PARK
CITY OF CAPITOLA
McGREGOR DRIVE, CAPITOLA

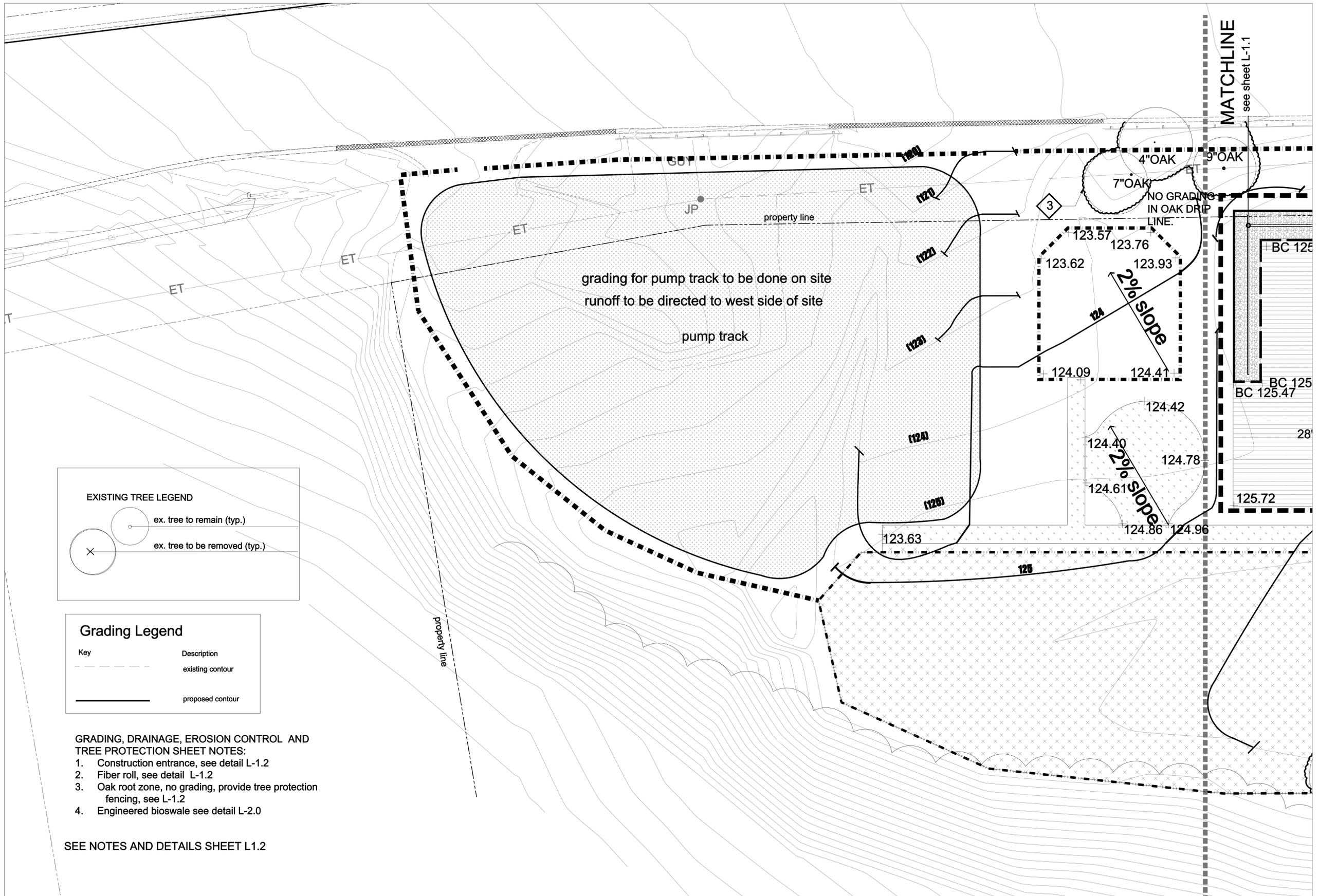


DATE	PURPOSE	BY
1.6.14	planning commission submittal	MAA
2.25.14	pod placement	MAA
3.31.14	bid set	MAA

scale:
1" = 10' - 0"

sheet title:
West Grading +
Drainage, Erosion
Control, Tree
Protection Plan

sheet number:
L-1.0
of eleven



EXISTING TREE LEGEND

○ ex. tree to remain (typ.)
⊗ ex. tree to be removed (typ.)

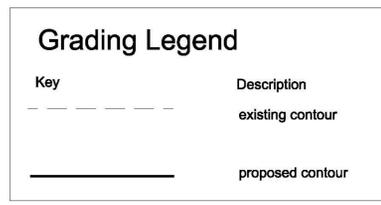
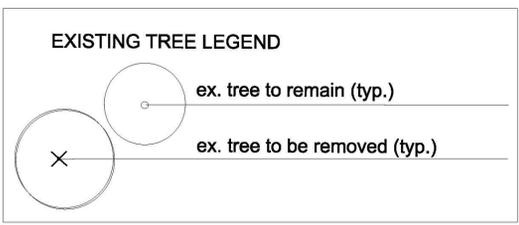
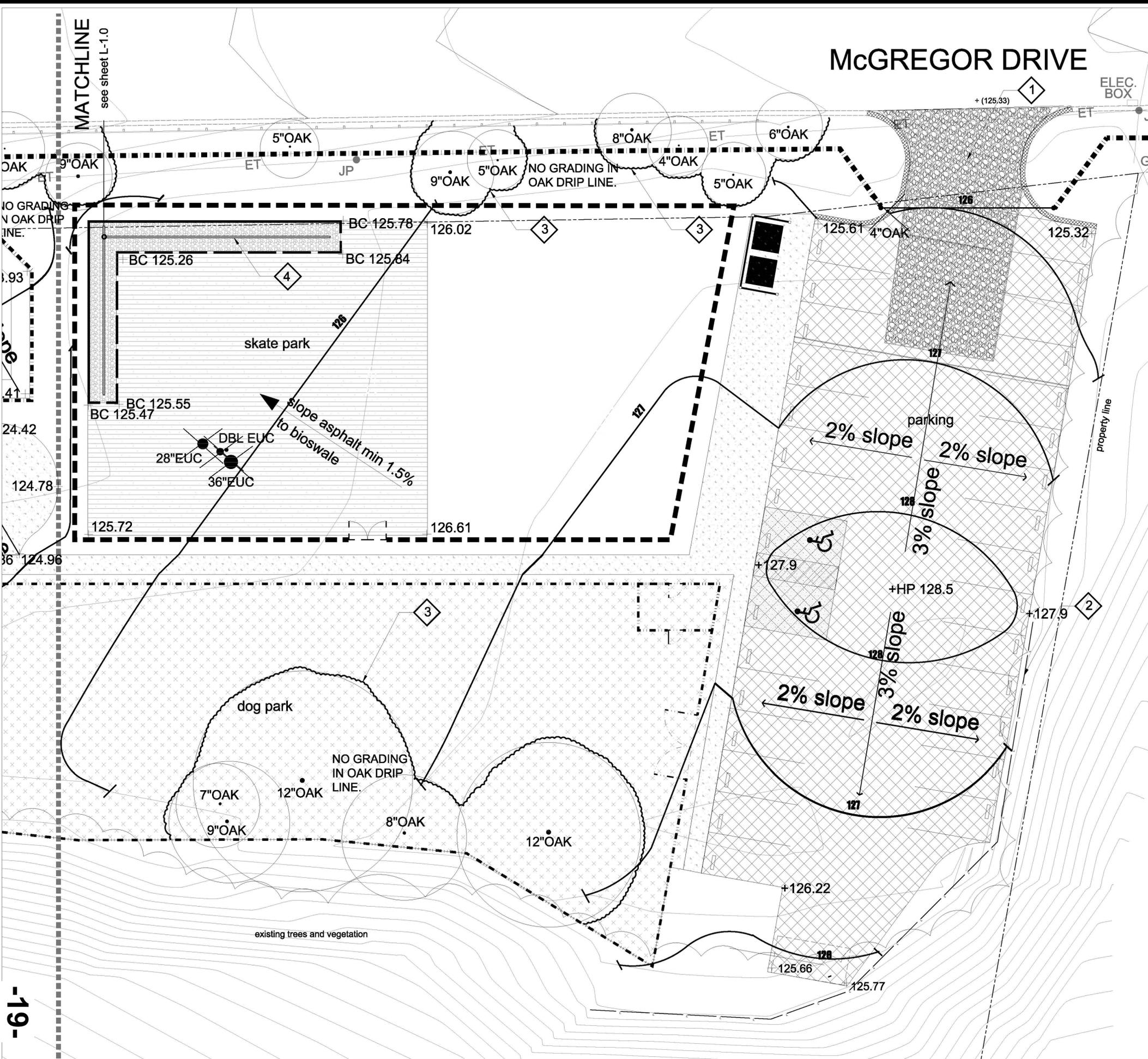
Grading Legend

Key	Description
---	existing contour
—	proposed contour

- GRADING, DRAINAGE, EROSION CONTROL AND TREE PROTECTION SHEET NOTES:**
1. Construction entrance, see detail L-1.2
 2. Fiber roll, see detail L-1.2
 3. Oak root zone, no grading, provide tree protection fencing, see L-1.2
 4. Engineered bioswale see detail L-2.0

SEE NOTES AND DETAILS SHEET L1.2





GRADING, DRAINAGE, EROSION CONTROL AND TREE PROTECTION SHEET NOTES:

1. Construction entrance, see detail L-1.2
2. Fiber roll, see detail L-1.2
3. Oak root zone, no grading, provide tree protection fencing, see L-1.2
4. Engineered bioswale see detail L-2.0

SEE NOTES AND DETAILS SHEET L1.2

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McGREGOR PARK
 CITY OF CAPITOLA
 McGREGOR DRIVE, CAPITOLA



DATE	PURPOSE	BY
1.6.14	planning commission submittal	M.A.
2.25.14	pod placement	M.A.
3.31.14	bid set	M.A.

scale:
 1" = 10' - 0"

sheet title:
 East Grading +
 Drainage, Erosion
 Control, Tree
 Protection Plan

sheet number:
L - 1.1
 of eleven

Item #: 10.A. Attach 1.pdf

DATE	PURPOSE	BY
1.6.14	planning overview submitted	MAA
2.25.14	pod placement	MAA
3.31.14	bid set	MAA

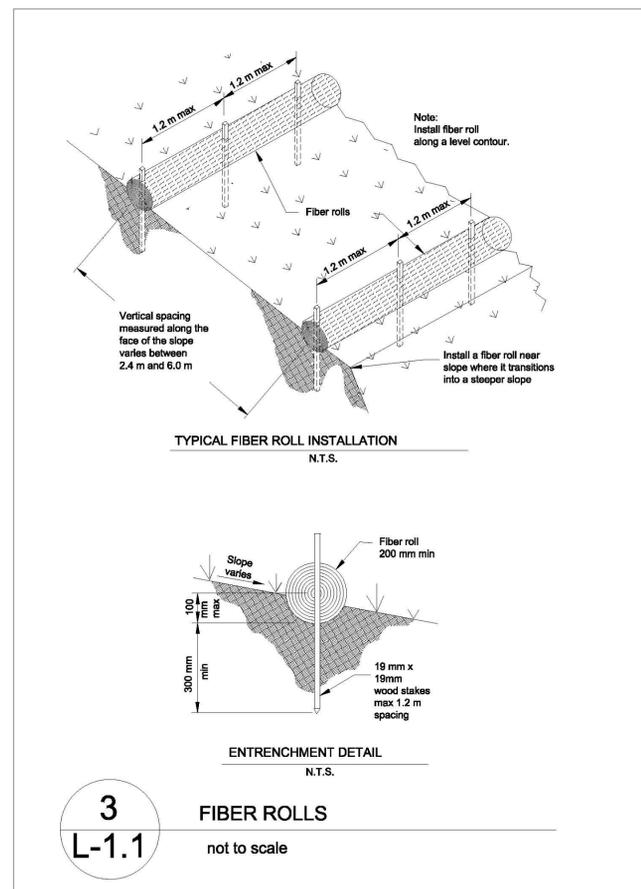
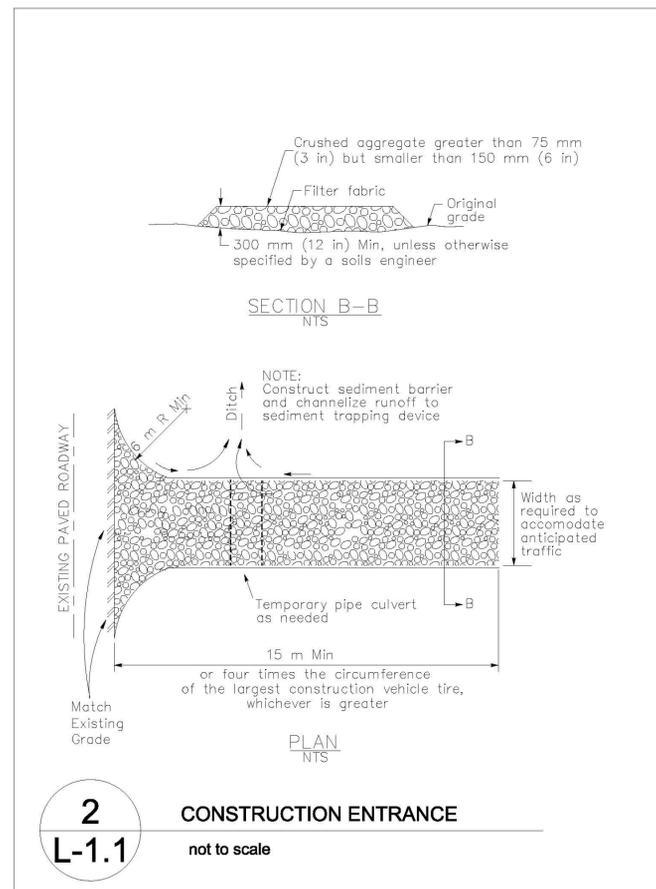
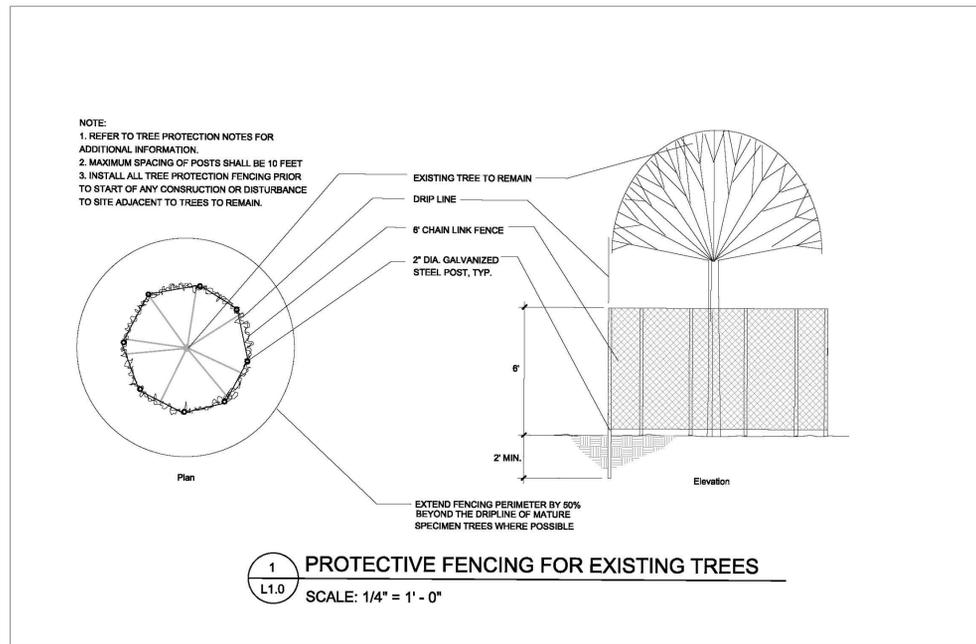
scale:
as noted

sheet title:
Grading + Drainage,
Erosion Control, Tree
Protection Notes and
Details

sheet number:
L - 1.2
of eleven

GRADING and DRAINAGE NOTES:

- All grading shall be done in conformance with Capitola Municipal Code Chapter 13.16, Storm Water Pollution Prevention and Protection.
- Vegetation, roots and deleterious materials shall be removed from area to be graded prior to grading.
- Cut and fill slopes shall be 3:1 maximum or flatter - no exceptions.
- Dirt, strippings or structural fill will not be allowed to move on or off-site, through public rights-of-way or streets by non-licensed or off-road vehicles.
- Fill shall be compacted to 90% relative compaction unless otherwise noted.
- After grading, spread topsoil from strippings and landscaped areas 3" to 6" deep.



EROSION CONTROL NOTES:

- The intention of the erosion control measures shown on this plan are for interim erosion and sediment control only. All erosion control measures shall conform to California Regional Water Quality Control's Field Manual for Erosion and Sedimentation Control, The California Storm Water Quality Association Best Management Practices Handbook for Construction and the local governing agency for the project.
- No land clearing, grading, or excavation shall be done between October 15th and April 15th.
- The City of Capitola, Department of Public Works shall be responsible for implementing and maintaining site erosion control at all times.
- The City of Capitola, Department of Public Works shall be responsible for checking and repairing erosion control systems after storm events and in the event of damage from construction processes.
- Measures shall be taken to collect and clean any accumulation of dirt, mud, sand, gravel or rocks on the surface of any street. Removal shall be done with street sweepers or hand sweeping. Water shall not be used to wash sediments into public or private drainage systems.
- Unnecessary grading and disturbing of soil shall be avoided.
- Between October 15th and April 15th exposed soil shall be protected from erosion at all times. Hay bales, fiber berms, silt fences or other means shall be employed to prevent sediment from leaving the site and entering any watercourse.
- During construction, no turbid water shall be permitted to enter the channel or storm drain system. Use of silt or grease traps, filter berms, hay bales or silt fences shall be used to prevent such discharge.
- Construction entrances shall be installed prior to commencement of grading. All construction traffic entering on to the paved roads must cross the stabilized construction entrances. Contractor shall maintain a stabilized entrance at each entrance to a paved street. Any mud or debris tracked onto the public streets shall be removed daily.
- All areas on- and off-site exposed during construction activities, if not permanently landscaped per plan, shall be protected by mulching and/or planting of the following SCS approved erosion control mix at a rate of 35lbs. per acre.

Blando Bromes	50%
Rose Clover (pellet inoculated)	35%
Creeping Red Fescue	15%
Zorro Annual Fescue	Trace
- All excavated material shall be removed to an approved disposal site or disposed of on-site in a manner that will not cause erosion.
- Any material stockpiled on-site shall be covered with plastic during the winter months or during periods of rain.
- Exposed soil on slopes greater than 20% shall be seeded, covered with 2" of straw, and an erosion control blanket. The erosion control blanket shall be staked in place.
- Fiber rolls shall be placed along the top of the down slope perimeter as shown by symbol on plan. Placement shall run with contours and rolls shall be tightly end butted. Contractor shall refer to manufacturers specifications for placement and installation instructions.
- The City of Capitola, Department of Public Works shall be responsible for seeing that additional measures, necessary to control site erosion and prevent sediment transport off-site are implemented.

TREE PROTECTION NOTES:

- Prior to initiating any construction activity in the area, including grading, temporary fencing shall be installed at each site tree. Fencing shall be located at or beyond the canopy drip line so that 100% of the drip line will be protected by fencing. To reduce soil compaction from equipment, a mulch of 1-2 inch sized wood chips shall be placed at a depth of 4 inches where no excavation is to occur in the vicinity of the trees to be protected.
- The tree protection fence shall be 6' high chain link with immovable posts. The fencing shall form a continuous barrier without entry points around each tree. Any encroachment into the drip line for fencing or construction purposes shall not be permitted.
- Low hanging limbs of saved trees shall be pruned prior to grading, or any equipment mobilization on site. The purpose of this requirement is to avoid tearing limbs by heavy equipment. All limbs to be pruned shall be supervised by the arborist of record for the job.
- This fencing shall serve as a barrier to prevent drip line encroachment of any type of construction activities and equipment. No oils, gas, chemicals, liquid waste, solid waste, construction machinery or construction materials shall be stored or allowed to stand for any period of time within the drip line of the tree. Further, no one shall enter the fence perimeter for any reason except for the purpose of monitoring the health of the tree. Accidental damage to bark, root crown, or limbs may increase the potential for future decline in the health of the tree.
- Contractors and subcontractors shall direct all equipment and personnel to remain outside the fenced area and at all times until the project is complete, and shall instruct employees as to the purpose and importance of fencing.
- A warning sign shall be posted at each tree indicating the purpose of the fencing.
- The arborist of record for the job and or the city arborist shall be responsible for inspection and approval of the fencing prior to any grading operations.
- Fencing must remain in place and shall not be removed until all construction activities are completed. This shall include grading and compaction activities, installation of underground utilities, all construction activities, and any other construction or activity that is scheduled prior to landscape installation.
- Roots of single standing trees often extend up to three times the distance of the actual drip line and function primarily in the uptake of nutrients and water. The drip line is arbitrarily established as the minimum root area generally required to preserve tree health. As much area around the circumference of the tree should have minimum intrusion to further insure tree survival and health.
- Unauthorized tree removal is subject to in-kind replacement equal to the mature resource lost as determined by the city.
- The contractor is required to water, fertilize and attend to other maintenance needs of existing trees as needed per arborist's recommendations to maintain healthy growth throughout the construction period. Six foot diameter minimum by six inch tall earth berms shall be constructed at the base of each tree to function as temporary watering basins during the construction period. Trees shall be watered according to weather and tree requirements.
- Relocation of existing trees (if desired) shall occur under the observation and direction of a certified arborist approved by the City of Capitola. Contact City for additional notes regarding tree location.
- Please consult specifications concerning tree protection and maintenance prepared by project arborist or more information.
- No trenching shall occur within the tree protection zone.
- All digging within the drip line of trees shall be done by hand.
- Exposed soil after demolition must be covered immediately with a six inch layer of wood chip mulch.

LAYOUT AND MATERIALS SHEET NOTES:

- Form and pour new asphalt curbs for new entry.
- Vehicle gate
- Portable restroom
- 6" High wooden screen
- Solar powered LED light: see schedule sheet L-2.0
- Bike racks: see schedule sheet L-2.0
- Trash recycling receptacles: see schedule sheet L-2.0
- Drinking fountain: see schedule sheet L-2.0, install as per manufact. instructions
- Dog clean-up station: see schedule sheet L-2.0
- Decomposed granite path: see detail A sheet L-2.0
- Service access gates
- Benches: see schedule sheet L-2.0
- Kids play area: see detail G sheet L-2.0
- Two seat game table: see schedule sheet L-2.0
- sleeve under paving (typical)
- Form and pour new asphalt curb to close off existing entry
- Engineered bioswale, overflow to daylight at Mc Gregor Dr. See detail B sheet L-2.0.
- Planned location of recycling pod.
- Opening in fence, 6'-0" wide
- Donor Sign: see detail H sheet L-2.0
- Drinking fountain percolation pit: 16" diameter, 3' deep filled with 3/4" drain rock. Connect drain line from fountain to pit.

CONSTRUCTION NOTES:

- Contractor shall notify Underground Service Alert (USA) at 800.842.2444 to verify the location and depth of all existing utilities prior to any demolition, trenching or excavation.
- All spoils and debris from the demolition work shall be hauled off site and disposed of in a lawful manner as part of the Contractor's site and demolition work.
- Contractors shall review all related work required on all other landscape architectural sheets and specifications prior to start of construction.
- Contractor shall take care not to damage in any way, any existing elements to remain. Such damage is the responsibility of the contractor and shall be replaced or repaired to match the original at no additional cost to the owner.
- All dimensions and elevations shall be verified in the field and checked, flagged or string lined prior to any construction. If any discrepancies occur, notify Landscape Architect immediately before proceeding.
- At interface of new landscape and existing, grades shall be uniform and provide a smooth transition.
- No top soil shall be installed within 10' of trunks of existing trees to remain.
- All imported top soil and fill soil for landscape areas shall be tested by a soils lab and approved by Landscape Architect before delivery to site. Landscape Contractor shall pay for all testing.

SITE FURNISHING LEGEND*

KEY	DESCRIPTION	MANUFACTURER	MODEL #	COLOR/FINISH/MOUNT	QUANTITY	CONTACT
	BIKE RACK SINGLE SIDE ENTRY, 9 OPENINGS	DuMor	81-10	BLACK BOLT TO CONCRETE FOOTING	3	dumor.com
	TRASH RECEPTACLE 32 GALLON w/ LINER & DOME LID	PARK N POOL	11RE-00056 11AC-00022	GRAY RECEPTACLE & LID ANCHOR TO CONCRETE FOOTING	3	parknpool.com
	RECYCLING RECEPTACLE 32 GALLON w/ LINER & DOME LID	PARK N POOL	11RE-00056 11AC-00022	MYSTIC BLUE RECEPTACLE & LID ANCHOR TO CONCRETE FOOTING	3	parknpool.com
	BENCH RECYCLED PLASTIC w/ BACK	DuMor	BENCH 165 165-82P	HUNTER GREEN AND REDWOOD ANCHOR TO CONCRETE FOOTING	8	dumor.com
	GAME TABLE 2 SEAT RECYCLED PLASTIC	DuMor	TABLE 78 w/ 2 seats 78-32PL	HUNTER GREEN AND REDWOOD ANCHOR TO CONCRETE FOOTING	1	dumor.com
	DRINKING FOUNTAIN ADA COMPLIANT w/ DOG BASIN	HAWS	3500 D	CUSTOM BLUE BOLT TO CONCRETE FOOTING SEE MANUFACTURERS DETAIL	2	hawes.com
	DOG STATION	DOOGY CALLS DIRECT	THE GLADIATOR	BLACK ANCHOR TO CONCRETE FOOTING	2	doogycallsdirect.com
	SOLAR LED LIGHT FIXTURE ON 10 FOOT POLE	FIRST LIGHT TECHNOLOGIES	FLS SERIES TYPE 5 EMS	BLACK SEE MANUFACTURERS DETAIL	3	firstlighttechnologies.com
	SOLAR LED LIGHT FIXTURE ON 10 FOOT POLE	FIRST LIGHT TECHNOLOGIES	FLS SERIES TYPE 5 EMS	BLACK SEE MANUFACTURERS DETAIL	2	firstlighttechnologies.com

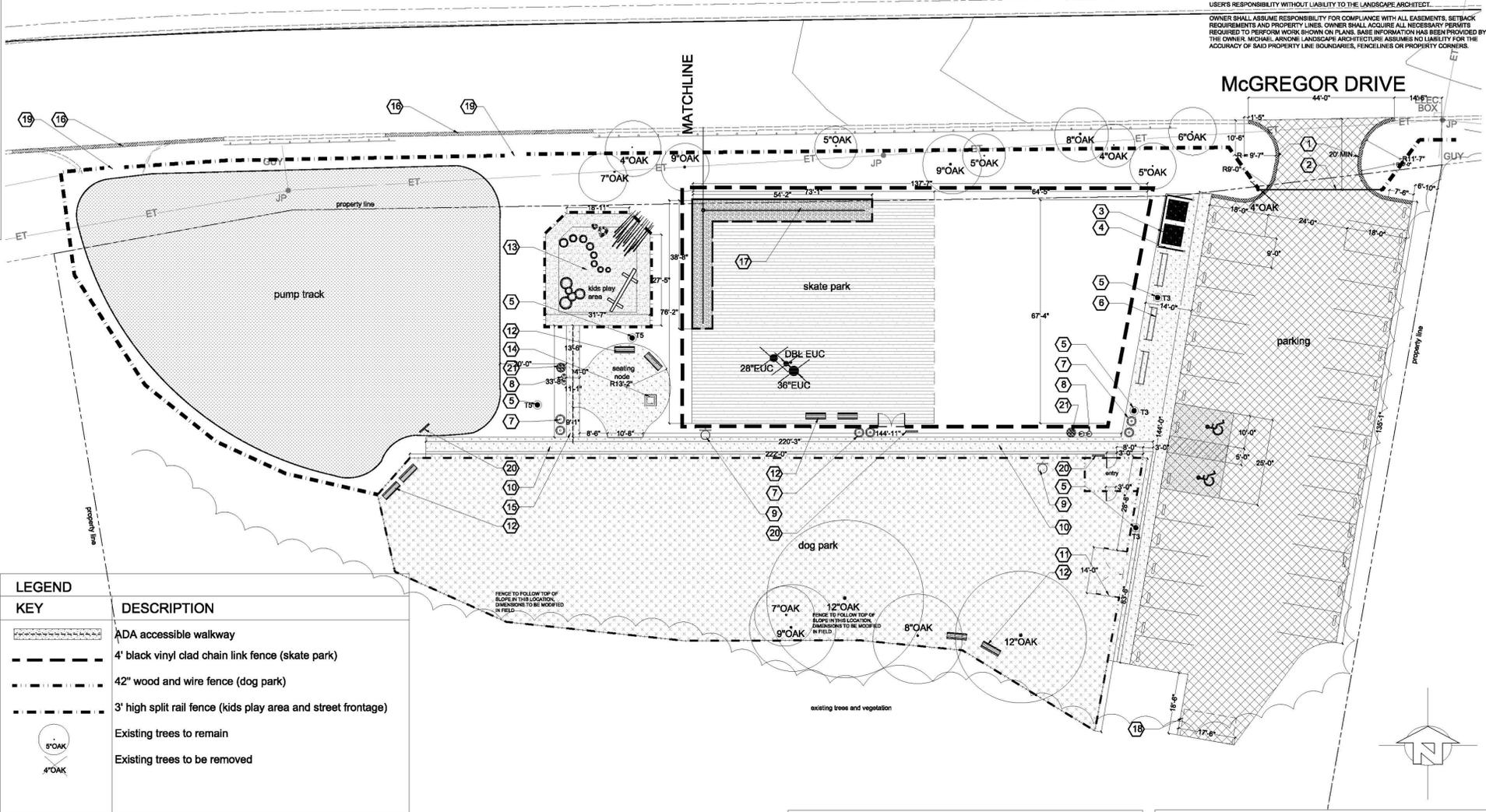
* SEE PRODUCT CUT SHEETS ON L-2.1

PAVING LEGEND

KEY	DESCRIPTION	LOCATION	COLOR/FINISH/METHOD	SQUARE FOOTAGE (APPROXIMATE)
	ASPHALT	SKATE PARK	2" THICK ASPHALTIC CONCRETE OVER 4" COMPACTED BASEROCK SUB BASE SLOPE TO BIOSWALE	4,400 SQ FT
	CONCRETE	ADA PARKING	6" THICK NATURAL COLOR CONCRETE OVER 6" COMPACTED BASEROCK SUB BASE WITH #4 STEEL REBAR GRID 24" ON CENTER	468 SQ FT
	DECOMPOSED GRANITE w/ STABILIZER	PATHWAYS AND SEATING AREA	2" THICK CAL GOLD COLOR DECOMPOSED GRANITE OVER 4" COMPACTED DRAIN ROCK SEE DETAIL AL-1.0	2,394 SQ FT
	COBBLE	TOP OF BIOSWALE	2" THICK BED OF SMALL WATER WASHED COBBLE OVER TOP OF BIOSWALE - SEE DETAIL BL-1.0	512 SQ FT
	BARK MULCH	KIDS PLAY AREA	6" THICK BED OF ENGINEERED FIBAR (OR EQUAL)	1,021 SQ FT
	BARE SOIL	DOG PARK PUMP TRACK PHASE 1 SKATE PARK	CLEAR OF ROOTS AND LARGE ROCKS ROUGH GRADE TO DRAIN TOWARD SOUTH SLOPE ROUGH GRADE TO DRAIN TOWARD BIOSWALE	27,088 SQ FT
	GRAVEL	MAIN PARKING LOT	6" COMPACTED BASEROCK OVER COMPACTED BASE	9,157 SQ FT

LEGEND

KEY	DESCRIPTION
	ADA accessible walkway
	4' black vinyl clad chain link fence (skate park)
	42" wood and wire fence (dog park)
	3' high split rail fence (kids play area and street frontage)
	Existing trees to remain
	Existing trees to be removed



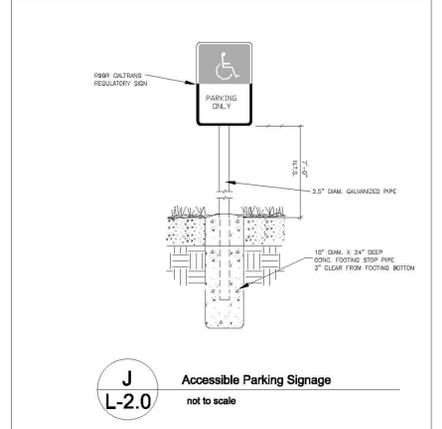
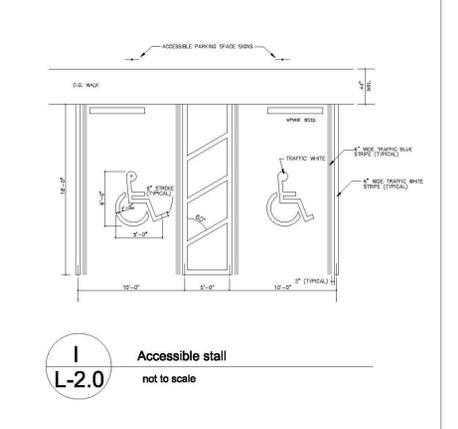
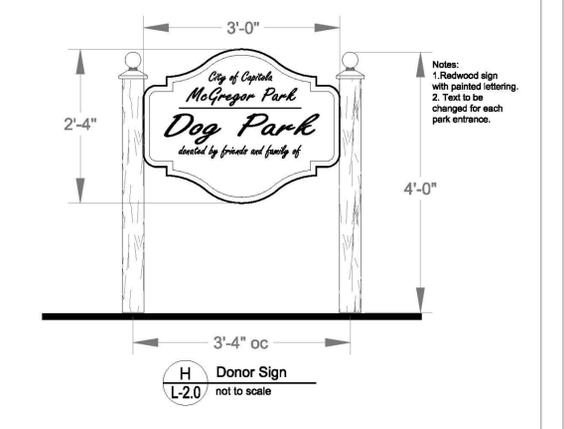
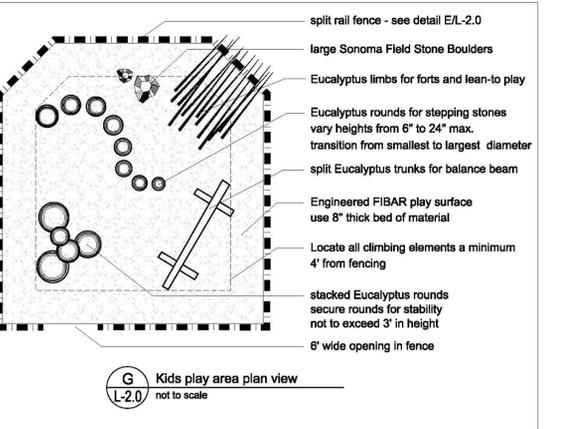
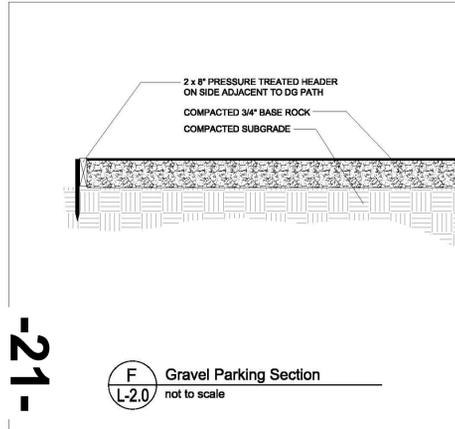
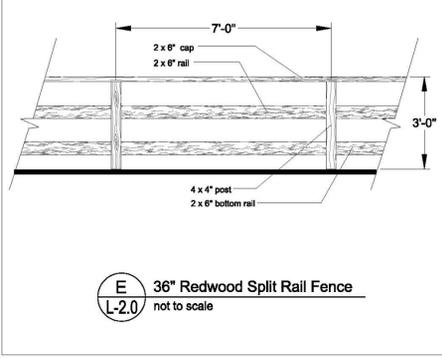
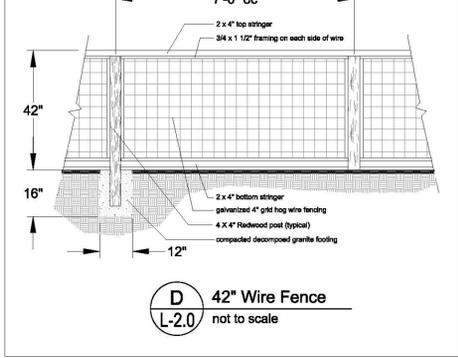
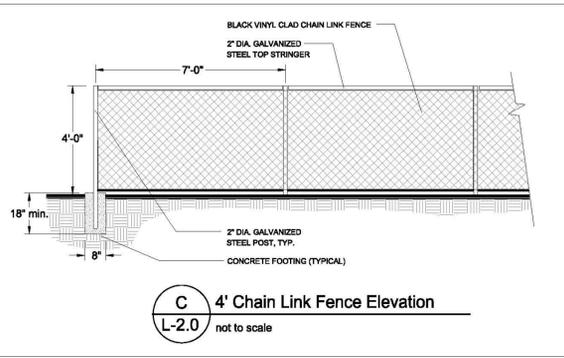
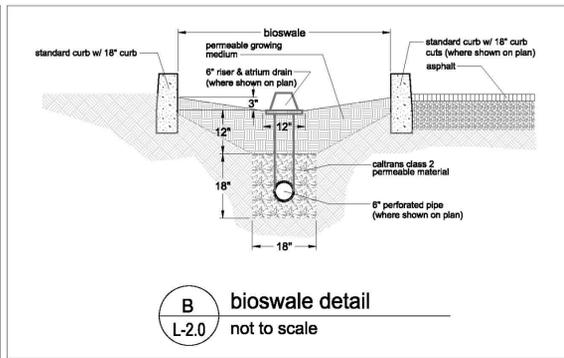
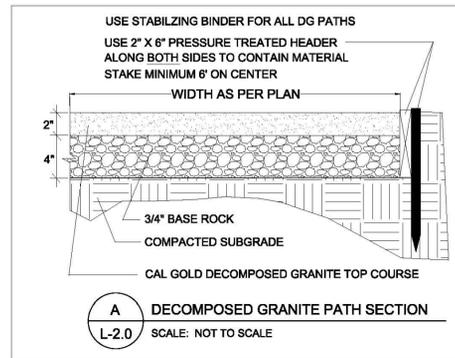
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MCGREGOR PARK
 CITY OF CAPITOLA
 MCGREGOR DRIVE, CAPITOLA

LICENSED LANDSCAPE ARCHITECT
 MICHAEL A. ARNONE
 No. 3347
 (Exp. 7/31/14)
 STATE OF CALIFORNIA

Item #: 10.A. Attach 1.pdf



DATE	PURPOSE	BY
1.6.14	planning commission submittal	MA/
2.25.14	pod placement	MA/
3.31.14	bid set	MA/

scale:
 1" = 20' - 0"

sheet title:
 Layout and Materials Plan

sheet number:
 L - 2.0
 of eleven

Planting Notes

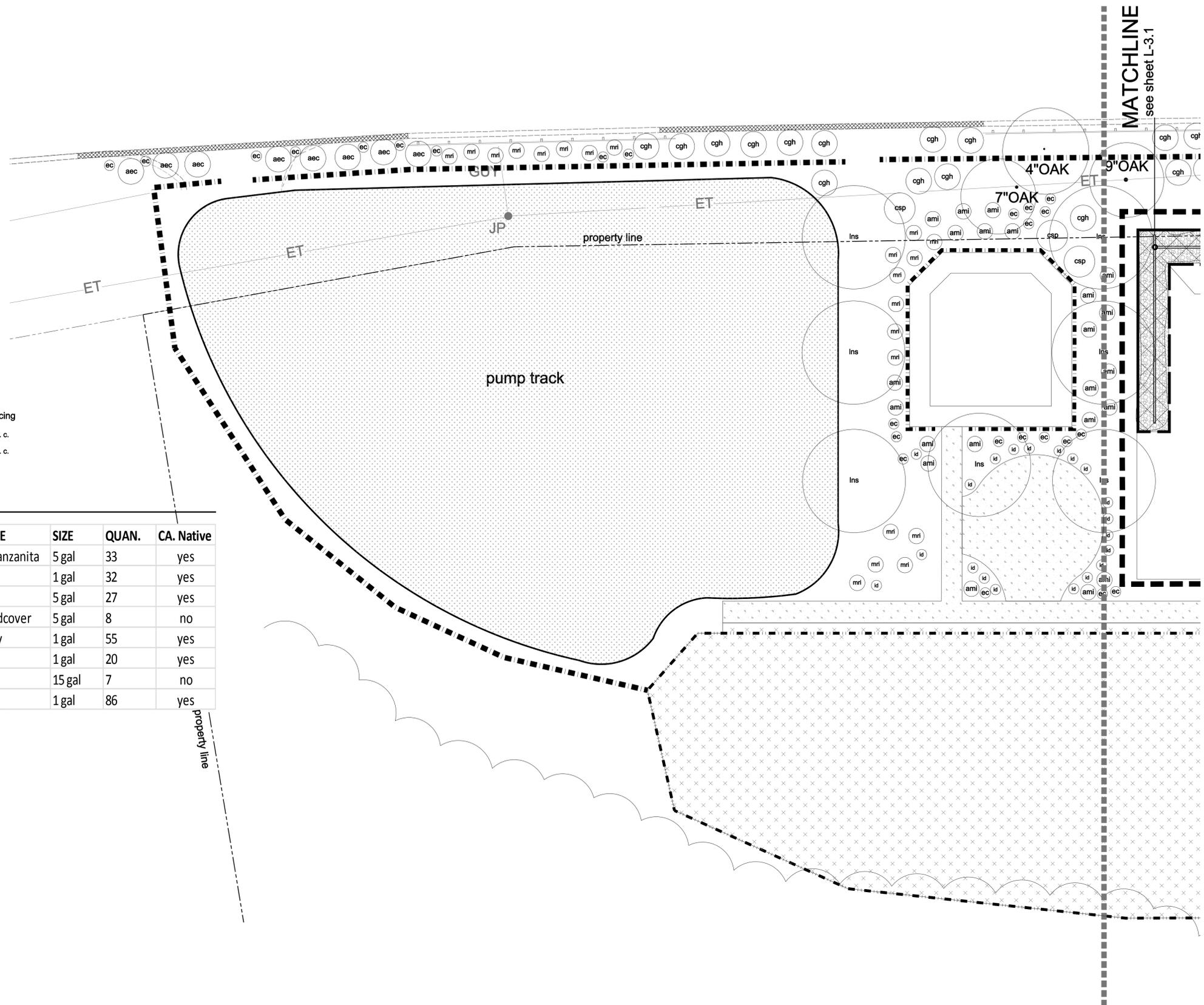
- All existing trees, shrubs and ground covers to remain shall be protected. Any damage caused by Contractor's work shall be repaired or replaced at the Contractor's expense and be approved by the Landscape Architect.
- All planting areas shall receive 50 lbs "Sustane 5-2-4 + Fe" (or equal organic slow release fertilizer) soil fertilizer per 2500 square feet to be thoroughly incorporated into the top 6 inches of soil.
Call Sustane - Natural Fertilizer of America, Inc. 1-800-325-9245 for Distribution/Product Information. Or visit www.sustane.com
- After amending soil, grade all areas smooth with no localized depressions exceeding .5 inch. All areas shall surface drain with 1.5 percent minimum slope away from all buildings, paving or other structures.
- Quantities are for aiding in bidding only. Contractor shall verify all quantities.
- Contractor shall lay out plant material as per plan and receive approval from Landscape Architect prior to installation.
- No plants shall be planted with root balls or new pits in a dry condition.
- Plant all plants as per planting details in square pits with sides and bottoms thoroughly scarified. Do not amend backfill mix beyond initial topsoil amending unless noted.
- All newly planted material shall be watered by deep soaking within 3 hours of planting.
- All planting areas shall receive 3 inches of mini- bark top dressing (mulch).
- Contractor shall be responsible for irrigating all new plant material until the entire project as been approved and accepted by Owner.
- Thirty days after planting Contractor shall restake and straighten all trees as necessary to be approved by Landscape Architect.

BIOSWALE PLANT LEGEND

Symbol	Scientific Name	Common Name	Size	Spacing
	Carex barberae	Santa Barbera Sedge	plugs	30" o. c.
	Juncus patens	California Gray Rush	plugs	30" o. c.

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	CA. Native
aec	Arctostaphylos 'Emerald Carpet'	Groundcover Manzanita	5 gal	33	yes
ami	Achillea millefolium	Yarrow	1 gal	32	yes
cgh	Ceanothus griseus horizontalis 'Yankee Point'	Carmel Creeper	5 gal	27	yes
csp	Cistus salviifolius 'Prostratus'	Rockrose groundcover	5 gal	8	no
ec	Eschscholzia californica	California Poppy	1 gal	55	yes
id	Iris douglasiana	Pacific Coast Iris	1 gal	20	yes
Ins	Laurus nobilis 'Saratoga'	Bay Laurel	15 gal	7	no
mri	Muhlenbergia rigens	Deer Grass	1 gal	86	yes



MATCHLINE
see sheet L-3.1

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McGREGOR PARK
CITY OF CAPITOLA
McGREGOR DRIVE, CAPITOLA



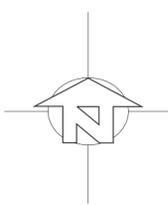
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1.6.14	planning commission submittal	M
3.31.14	bid set	M

scale:
1" = 10' - 0"

sheet title:
West
Planting
Plan

sheet number:
L - 3.0
of elevat.

SEE PLANTING DETAILS SHEET L- 5.0



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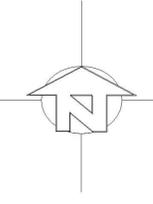
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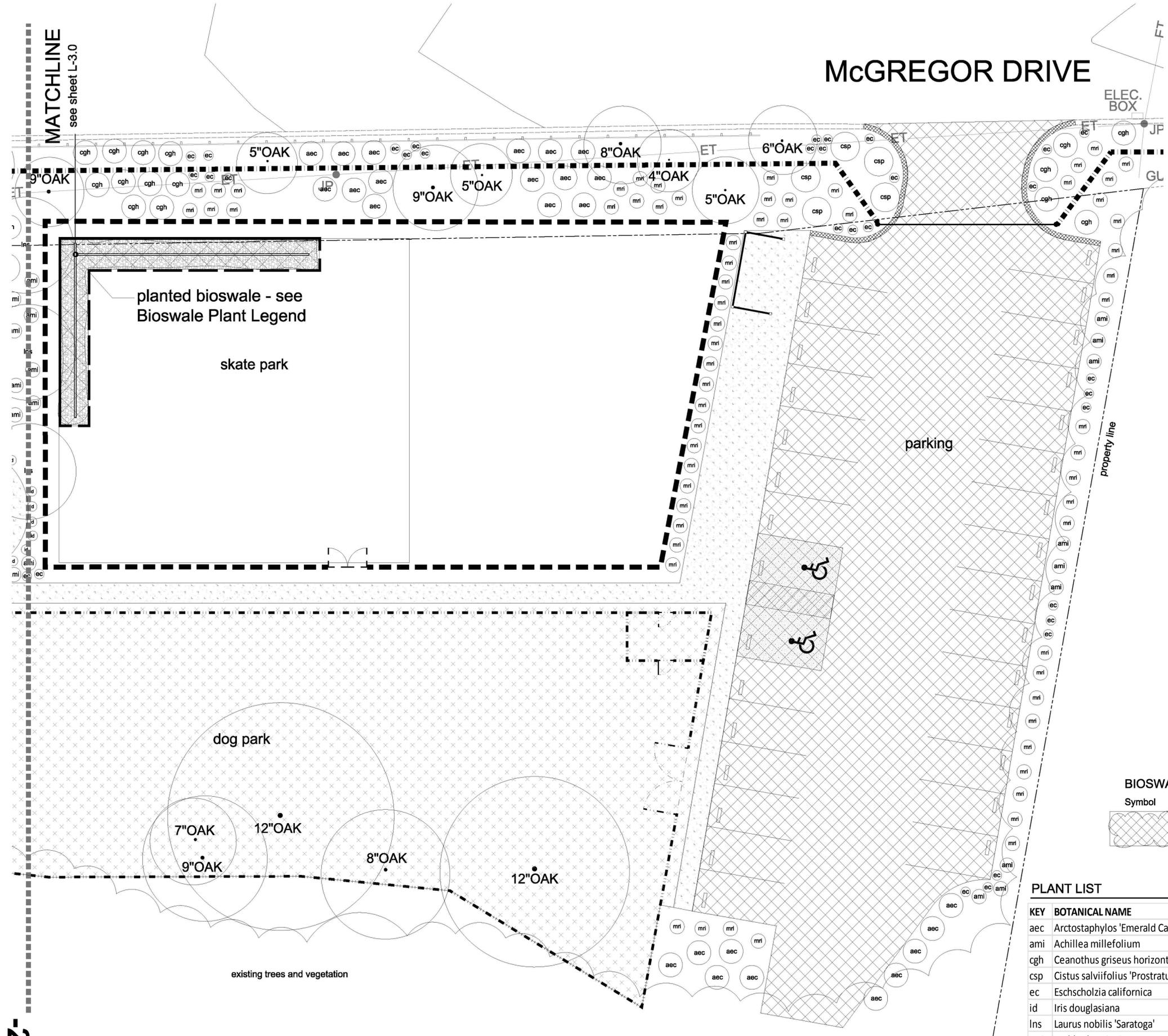
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East
Planting
Plan

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McGREGOR DRIVE



Planting Notes

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- All planting areas shall receive 50 lbs "Sustane 5-2-4 + Fe" (or equal organic slow release fertilizer) soil fertilizer per 2500 square feet to be thoroughly incorporated into the top 6 inches of soil.
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- After amending soil, grade all areas smooth with no localized depressions exceeding .5 inch. All areas shall surface drain with 1.5 percent minimum slope away from all buildings, paving or other structures.
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- Plant all plants as per planting details in square pits with sides and bottoms thoroughly scarified. Do not amend backfill mix beyond initial topsoil amending unless noted.
- All newly planted material shall be watered by deep soaking within 3 hours of planting.
- All planting areas shall receive 3 inches of mini-bark top dressing (mulch).
- Contractor shall be responsible for irrigating all new plant material until the entire project as been approved and accepted by Owner.
- Thirty days after planting Contractor shall restake and straighten all trees as necessary to be approved by Landscape Architect.

BIOSWALE PLANT LEGEND

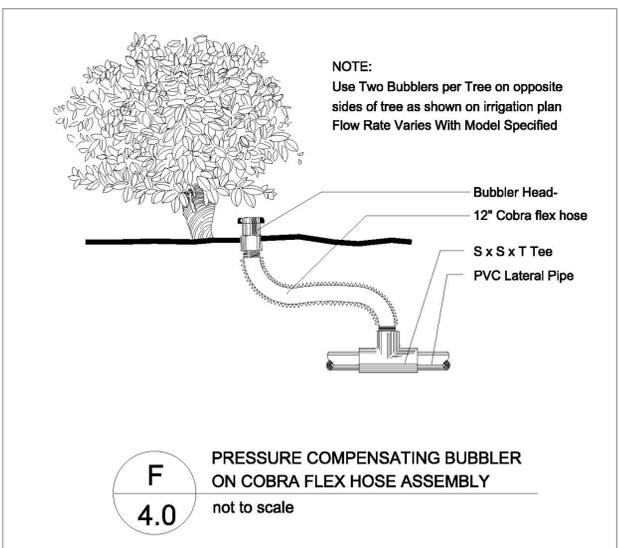
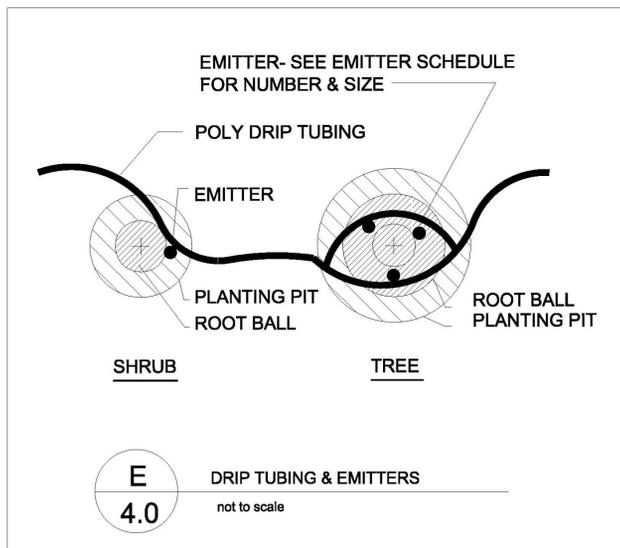
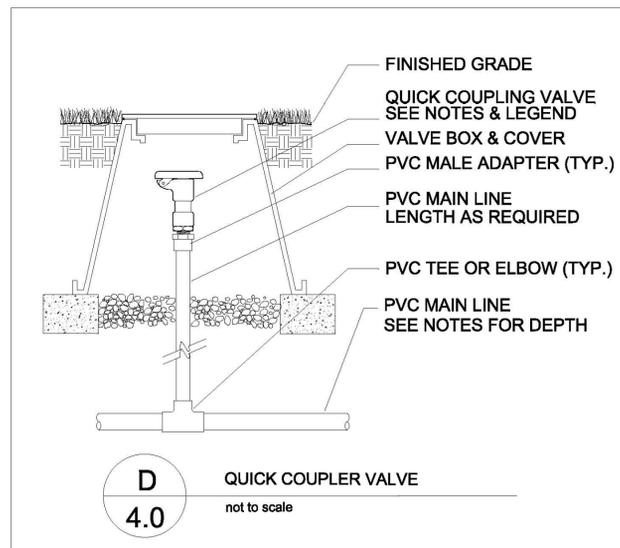
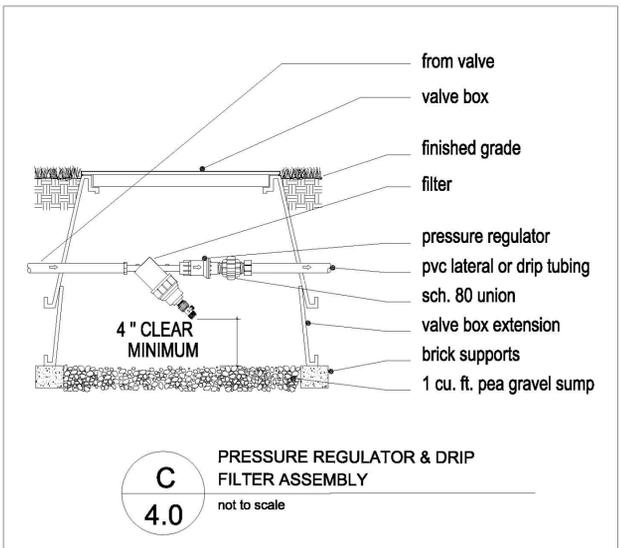
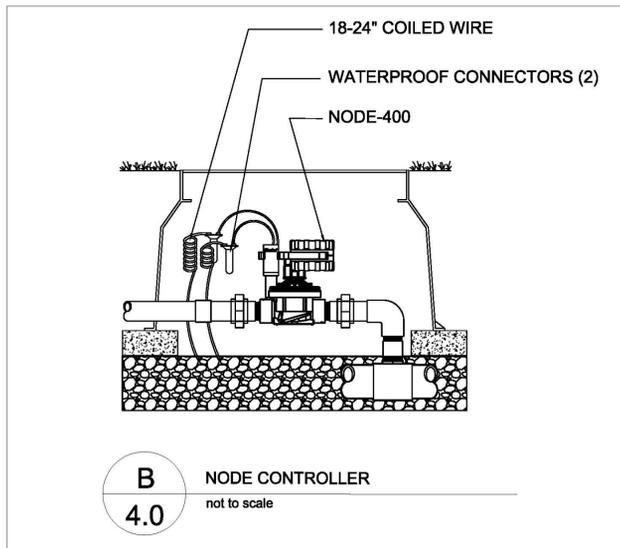
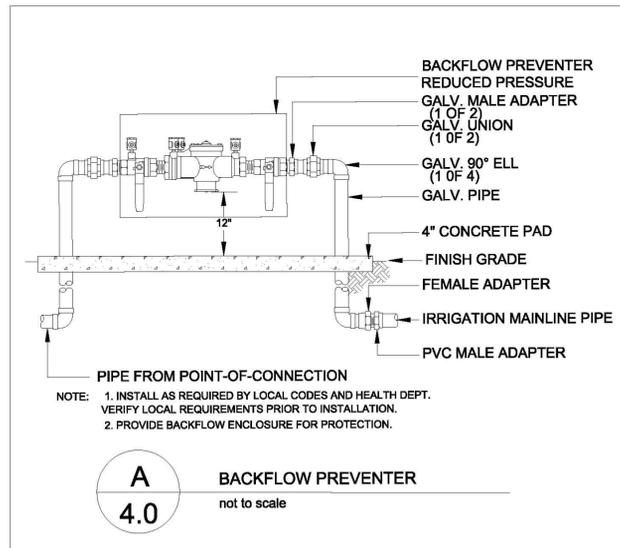
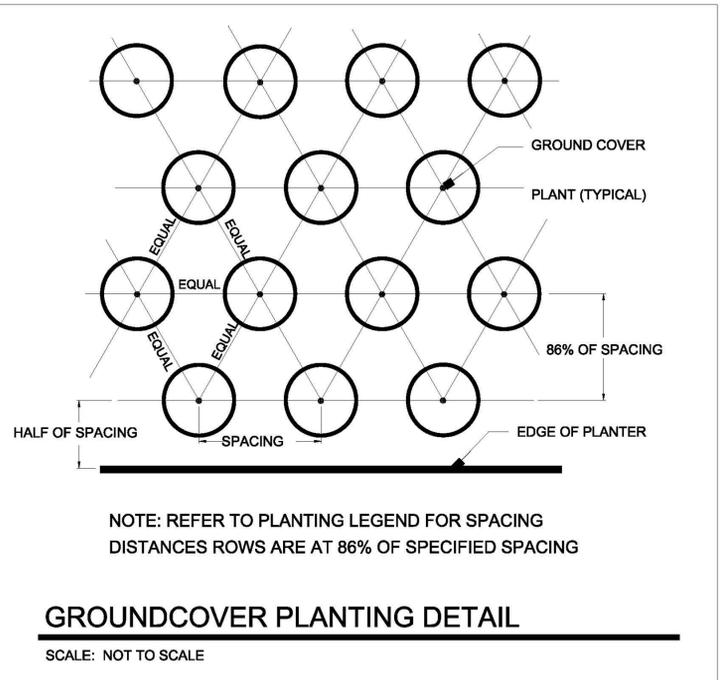
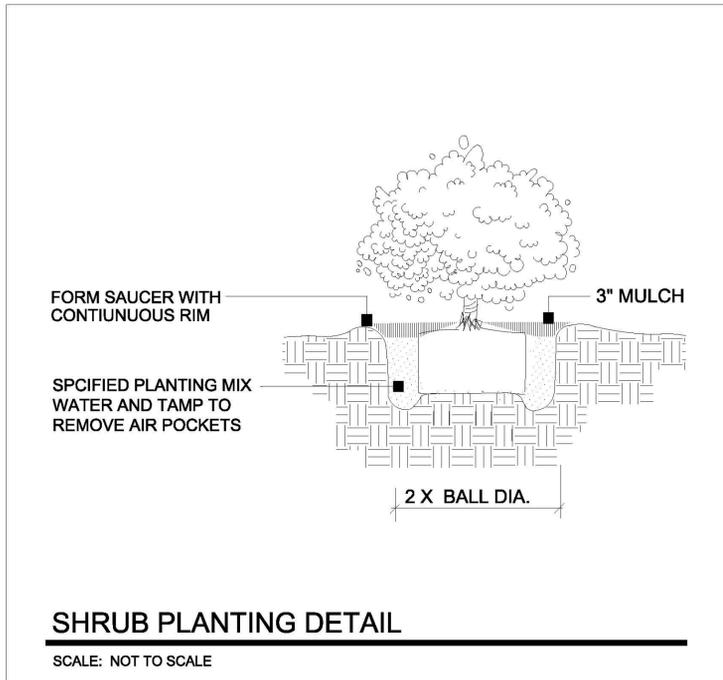
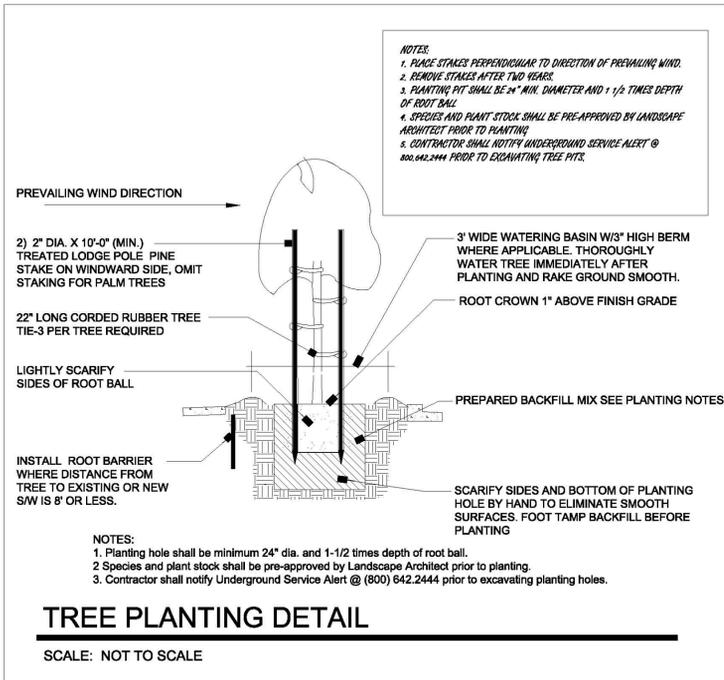
Symbol	Scientific Name	Common Name	Size	Spacing
	Carex barberae	Santa Barbara Sedge	plugs	30" o. c.
	Juncus patens	California Gray Rush	plugs	30" o. c.

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	CA. Native
aec	Arctostaphylos 'Emerald Carpet'	Groundcover Manzanita	5 gal	33	yes
ami	Achillea millefolium	Yarrow	1 gal	32	yes
cgh	Ceanothus griseus horizontalis 'Yankee Point'	Carmel Creeper	5 gal	27	yes
csp	Cistus salviifolius 'Prostratus'	Rockrose groundcover	5 gal	8	no
ec	Eschscholzia californica	California Poppy	1 gal	55	yes
id	Iris douglasiana	Pacific Coast Iris	1 gal	20	yes
lms	Laurus nobilis 'Saratoga'	Bay Laurel	15 gal	7	no
mri	Muhlenbergia rigens	Deer Grass	1 gal	86	yes

SEE PLANTING DETAILS SHEET L-5.0

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 THESE DRAWINGS ARE INSTRUMENTS OF SERVICE, ISSUED FOR A ONE-TIME SINGLE USE BY THE OWNER. THE ENTIRE CONTENTS OF THESE DRAWINGS IS COPYRIGHT © MICHAEL ARNONE LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT RETAINS ALL RIGHTS AND TITLE. NO PART MAY BE REPRODUCED IN ANY FASHION OR MEDIUM WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE LANDSCAPE ARCHITECT.
 OWNER SHALL ASSUME RESPONSIBILITY FOR COMPLIANCE WITH ALL EASEMENTS, SETBACK REQUIREMENTS AND PROPERTY LINES. OWNER SHALL ACQUIRE ALL NECESSARY PERMITS REQUIRED TO PERFORM WORK SHOWN ON PLANS. BASE INFORMATION HAS BEEN PROVIDED BY THE OWNER. MICHAEL ARNONE LANDSCAPE ARCHITECTURE ASSUMES NO LIABILITY FOR THE ACCURACY OF SAID PROPERTY LINE BOUNDARIES, FENCE LINES OR PROPERTY CORNERS.



Michael Arnone + Associates
 LANDSCAPE ARCHITECTURE
 3370 Samuel Place Santa Cruz, CA 95062
 831-482-4988 mha@arnonelandscapes.com www.arnonelandscapes.com

McGREGOR PARK
 CITY OF CAPITOLA
 McGREGOR DRIVE, CAPITOLA

LICENSED LANDSCAPE ARCHITECT
 MICHAEL A. ARNONE
 No. 3347
 (Exp. 7/31/14)
 STATE OF CALIFORNIA

DATE	PURPOSE
1.6.14	planting commission submitted
3.31.14	bid set

scale: **as note**
 sheet title: **Planting + Irrigation Details**
 sheet number: **L - 5. of elev**

Item #: 10.A. Attach 1.pdf

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City of Capitola Budget Adjustment Form



Date 4/2/2014

Requesting Department Public Works

Administrative Council

Item # 10.A
 Council Date 4/10/14
 Council Approval _____

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

Expenditures		
Account #	Account Description	Increase/Decrease
1200-00-00-000-4390.400 CS0018	Assign 2013-14 CIP Budget of \$130,000 "undetermined park" to Project CS0018-McGregor Park.	\$ 130,000
1200-00-00-4390.400	Undetermined Park Budget	\$ (130,000)
Total		\$ -

Net Impact	\$ -
------------	------

Purpose:

Allocate \$130,000 "undetermined park" funding from 2013-14 Budget to Project CS0018-McGregor Park.

Department Head Approval *[Signature]*

Finance Department Approval *[Signature]*

City Manager Approval _____

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: CONSIDER THE LOWER PACIFIC COVE PARKING LOT OPERATING GUIDELINES AND THE RENAMING OF THE PACIFIC COVE PARKING LOTS

RECOMMENDED ACTION:

1. Approve operating guidelines for the Lower Pacific Cove Parking Lot for the remainder of 2014, with a scheduled review in January 2015; and
2. Approve a name change for both the Upper and Lower Pacific Cove Parking Lots to "Beach and Village Parking 1 & 2," as recommended by the Traffic and Parking Commission.

BACKGROUND: On March 28, 2013, the City Council approved the project scope, construction plans, and financing for the Lower Pacific Cove Parking Lot Project. With the project nearing completion, Council Member Norton has requested the City consider developing operating guidelines for the parking lot.

Also, at the January 18, 2014, Traffic and Parking Commission meeting, the Commission unanimously recommended renaming both the Pacific Cove Parking Lots to "Beach and Village Parking Lots 1 & 2," with the upper lot being Lot 1 and the lower lot being Lot 2. This recommendation was based on the need to better identify the parking lot with its intended purpose of providing parking for beach and village visitors.

DISCUSSION: As part of the Lower Pacific Cove project development process a project description was developed and approved. This description is included as Attachment 2. Also, along these lines, on January 14, 2014, the City Council approved an Ordinance amendment to facilitate charging for parking in the new lot at the same rate that is charged in the upper parking lot. Staff has prepared a set of operating guidelines for the lower lot based on the regulations currently used for the upper lot which are included as Attachment 1. Staff recommends utilizing these regulations for the lower lot for the remainder of 2014, so that the staff can monitor the usage patterns and impacts of this lot on parking in the Village, traffic congestion, parking revenue, and safety. Staff will return in January 2015, with a review and recommendations, if any, for changes to these regulations.

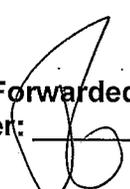
The idea of changing the name of the Pacific Cove Parking Lots was raised by Commissioners of the Traffic and Parking Commission when the project was first approved by the City Council. The Commission's recommendation of "Beach and Village Parking Lots 1 & 2" was selected to clearly identify the parking lots for visitors. Further it was the recommendation of the Commission to add the 1 & 2 designation to the names, so that it would be possible to issue permits for one lot or the other. For example, a pilot project is being tried this summer where Junior Guard parents are being issued weekday permits for the lower lot (Beach and Village Parking Lot 2) to encourage them to not park in the Village or on Depot Hill. Staff concurs with the recommendations of the Traffic and Parking Commission.

FISCAL IMPACT: None

ATTACHMENTS:

1. Draft Regulations & Guidelines
2. Approved Project Description

Report Prepared By: Steven Jesberg
Public Works Director

**Reviewed and Forwarded
By City Manager:** 

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Lower Pacific Cove Parking Lot
(Beach and Village Parking Lot 2)

Regulations and Guidelines

- Paid Parking from 8 a.m. to 8 p.m.
- \$0.50 per hour
- No overnight camping
- Vehicles must park between white lines
- No vehicles over 20 feet in length
- No loitering or skating
- 72 hour parking limit
- Use of lot at own risk. City of Capitola will not be responsible for any damages occurring from the use of this lot

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Lower Pacific Cove Parking Lot
Project Description

The project will develop an approximate 220 space surface public parking lot on approximately 4 acres of land formerly used for the Pacific Cove Mobile Home Park located at 426 Capitola Avenue. The new parking lot shall be designed with the following features:

- Maximum number of parking stalls, estimated at between 220 – 250 spaces
- Efficient pedestrian and vehicle circulation
- Two entrances/exits (Capitola Avenue and Bay Avenue)
- Low impact development standards to address
 - Water quality
 - Stormwater flow control
- Landscaping
- Downcast lighting of parking and pedestrian facilities
- Pay by Space parking fee collection
- Shuttle stops for Village Beach Shuttle operations during the summer
- Other optional project components include:
 - Renovation of the existing restroom facilities
 - Placement of a new, or relocation of an existing, coach in the vicinity of Capitola Ave. for City storage/office space.
 - New landscaping/fencing on Monterey/Bay Ave.
 - New pedestrian access to Bay Ave. from upper Pacific Cove parking lot
 - Parking pay stations on upper Pacific Cove parking lot

It is the goal of the project to construct a parking lot that will be in use for a period of up to five years at which time it is anticipated that other uses, which are not currently defined, will be developed for the site and all or portions of the parking lot removed.

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: ESPLANADE AND STOCKTON AVENUE INTERSECTION IMPROVEMENTS
CONSIDERATION OF DESIGN CHANGES AND DISCUSSION OF CREATING A
VILLAGE SIDEWALK REPLACEMENT COOPERATIVE PROJECT

RECOMMENDED ACTION: Approve design modifications to the Esplanade and Stockton Avenue Intersection Improvements and provide direction to staff on the creation of a Village Sidewalk Replacement Cooperative Project.

BACKGROUND: On February 27, 2014 the City Council approved plans for improvements to the Esplanade and Stockton Avenue intersection. These improvements combine two crosswalks across Stockton Avenue into a single crosswalk, construct a median island, construct a raised bulb-out, and add street lighting to the intersection. Since this action some changes have been made to the plan to separate the ADA ramps at the curbs as recommended by current guidelines, add an in-ground planter along the bulb-out on the southwest corner.

In addition to these modifications, staff is recommending reducing the scope of the project to defer the sidewalk replacement portion of the project in order to determine if cooperative public/private partnerships can be formed to split the cost of this element of the project. Since the start of the current cooperative sidewalk replacement project fronting the Esplanade restaurants, the city has received inquiries from other property owners in the Village expressing interest in sidewalk replacement.

DISCUSSION: The proposed design changes are all consistent with scope of the project, which is to improve the safety of the intersection for pedestrians. Although some community concerns have been raised recently about eliminating one of the crosswalks, staff believes this element of the design is important to creating a safe crossing. Details of the design can be seen on Attachment 1.

Regarding the sidewalk replacement aspect of this project, staff is recommending that it be removed from the project at this time. Removing the sidewalk work at this time would better facilitate construction of the project this spring and summer by limiting the work to the pedestrian crossing improvements. The resulting cost reduction in the project will result in a fund balance which then could be used as initial funding for cooperative sidewalk replacement project. Projects eligible for this funding would have to be located in the Central Village (CV) zoning district and provide a 50% private sector match. Staff would recommend that future sidewalk replacement work be deferred until the fall to avoid major sidewalk work during the busy season.

Item #: 10.C. Staff Report.pdf

APRIL 10, 2014 AGENDA STAFF REPORT
ESPLANADE AND STOCKTON AVENUE INTERSECTION IMPROVEMENTS

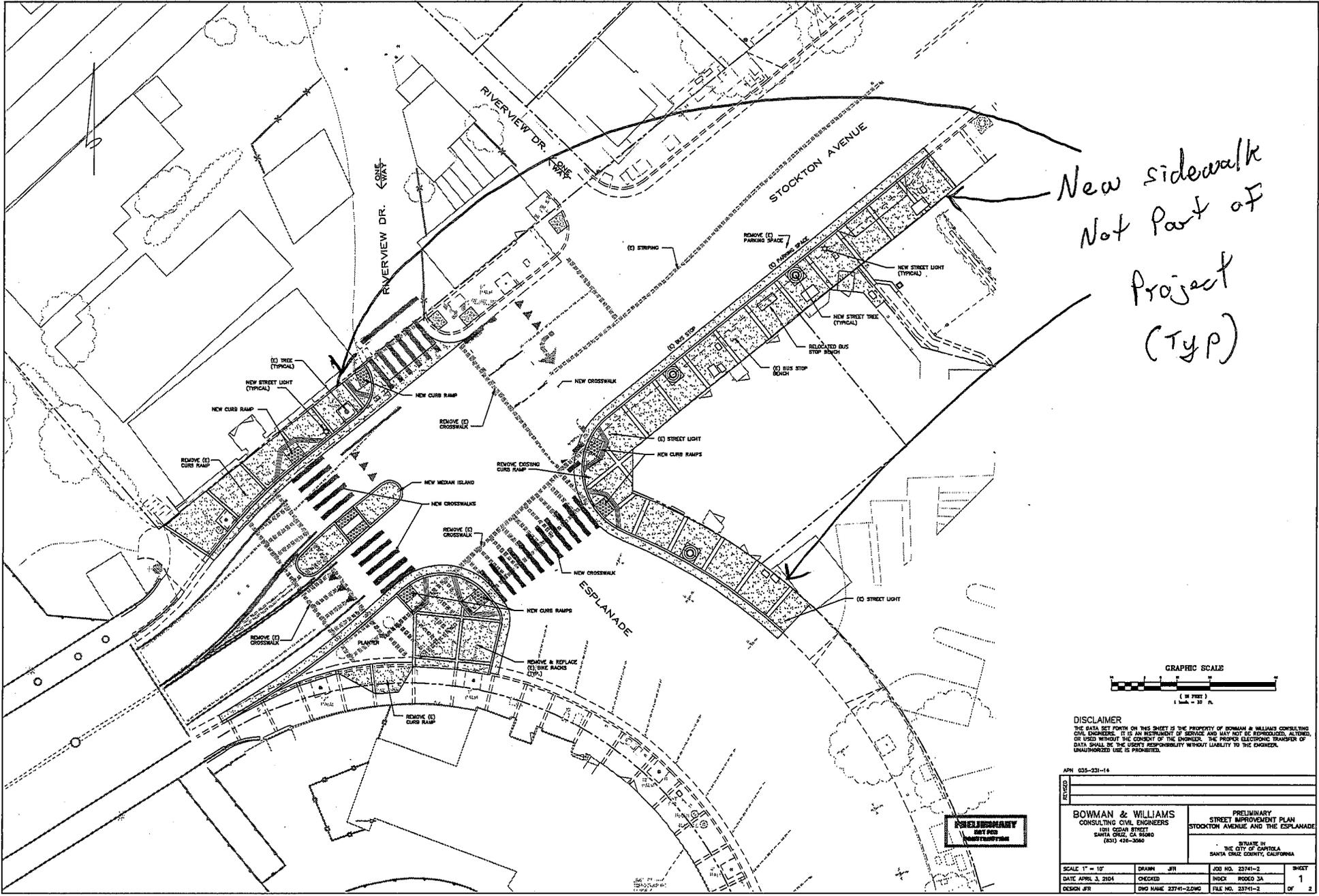
FISCAL IMPACT: The construction estimate for the full project, including sidewalk replacement is unchanged at \$141,000. The revised estimate, without the sidewalks, is \$100,000. Once the final construction price is known, staff will return with a budget amendment moving the remaining funds to the new sidewalk replacement project.

ATTACHMENTS: Revised plan sheet

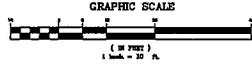
Report Prepared By: Steven Jesberg
Public Works Director

**Reviewed and Forwarded
By City Manager:**





New sidewalk
Not Part of
Project
(Typ)



DISCLAIMER
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APN 635-231-14			
REVISIONS			
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1811 CEDAR STREET SANTA CRUZ, CA 95060 (831) 432-3080		PRELIMINARY STREET IMPROVEMENT PLAN STOCKTON AVENUE AND THE ESPLANADE SQUARE IN THE CITY OF CHARLELA SANTA CRUZ COUNTY, CALIFORNIA	
SCALE 1" = 10'	DRAWN JFR	JOB NO. 23741-2	SHEET
DATE APRIL 3, 2014	CHECKED JFR	INDEX R0060-3A	1
DESIGN JFR	DWG NAME 23741-2DWG	FILE NO. 23741-2	OF 2

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER VILLAGE PERSONALIZED BRICK PROGRAM

RECOMMENDED ACTION: Authorize the Capitola Soquel Chamber of Commerce to commence the Village Personalized Brick Program and share 50% of the proceeds with the City to be placed in the Village Sidewalk Fund.

BACKGROUND: During the construction of Phase 1 of the Capitola Village Streetscape Enhancement Project (Project) in September of 2001, the Capitola Soquel Chamber of Commerce (Chamber), on the City's behalf, began the "Personalized Brick" fund raising campaign. The money raised was used to help fund the Project. A total of 1,700 bricks of the 5,000 which were available were sold, raising over \$60,000 for the Project. The fundraising campaign concluded in 2002.

DISCUSSION: Recently, new sidewalks have been installed along the Esplanade with the same brick motif as in Phase 1 of the Village Streetscape Enhancement Project. There has been interest expressed by the community to begin the "Personalized Brick" program again. The Chamber has offered to administer the program in exchange for a 50% share of the proceeds. With the new sidewalk construction on the esplanade, there are between 4,000 and 5,000 potential bricks which will be available to purchase throughout the Village.

Staff is working with the Chamber of Commerce to identify a company who will engrave the bricks on-site. The charge for a personalized brick has yet to be determined. It is anticipated that the program will begin within two to three weeks of the City Council's approval.

FISCAL IMPACT: There is a potential to raise significant funds if the Chamber sold the same amount as they did previously with 50% of the profits going to the Chamber. The City's share will be placed in a Village Sidewalk Fund.

ATTACHMENTS: None

Report Prepared By: Lisa G. Murphy
Administrative Services Director

Reviewed and Forwarded
by City Manager: 

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CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER A CONTRACT WITH COMMUNITY TELEVISION OF SANTA CRUZ COUNTY, INC.

RECOMMENDED ACTION: Authorize the City Manager to execute a contract with Community Television of Santa Cruz County, Inc. (CTV) to broadcast City Council and Planning Commission meetings, provide technical support and programming for the City's Public, Education and Government Channels.

BACKGROUND: The City of Capitola has had a contract with CTV since 2005 to broadcast its City Council and Planning Commission meetings live, provide technical support and programming for the City's Public, Education and Government (PEG) channels. The contract terms were based on the funding the City received quarterly from PEG fees collected by Charter TV and AT&T. Every cable subscriber in Capitola pays \$0.64 a month to support PEG programming in accordance with the Capitola Municipal Code, which amounts to \$17,000 to \$19,000 per year. This entire amount would then be passed onto CTV.

In 2006, The Digital Infrastructure & Video Competition Act (DIVCA) was passed by the State which changed the franchising ability of cities and counties, and new Federal law prohibited PEG funding from being utilized to pay for personnel costs or other operational purposes. PEG funding may only be used for capital purchases. The City received formal notice from Charter TV in January of this year regarding this restriction of funds.

DISCUSSION: The proposed contract with CTV will continue the existing services the City receives today; broadcast of meetings, technical support and programming for the City's PEG channels. The fee for service will be based on actual time spent by the technician broadcasting the meetings at \$50/per hour. There are 10 hours of technical support included for no charge, and thereafter at \$30/per hour. In addition, CTV will provide training workshops to residents, create two public service announcements, and provide coverage of two community events at no additional charge.

The funds received through PEG fees will be retained by the City and utilized for capital equipment purchases in support of PEG access only. PEG channels are set aside for the following purposes; Public: Available for use by the public; Education: for use by educational institutions for educational programming; Governmental: used for programming by local governments.

FISCAL IMPACT: The estimated fiscal impact will be between \$8,000 to \$10,000 a year, depending on the length and number of the meetings. Funding will be from the General Fund as opposed to PEG funding. Funding for the remainder of this fiscal year will be paid from PEG.

ATTACHMENT: 1. Contract, 2) Letter from Charter

Report Prepared By: Lisa G. Murphy, Administrative Services Director

**Reviewed and Forwarded
by City Manager:** 

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**AGREEMENT FOR CTV SERVICES BETWEEN
THE CITY OF CAPITOLA AND
COMMUNITY TELEVISION OF SANTA CRUZ COUNTY, INC.**

THIS AGREEMENT is made and entered into this, by and between the **City of Capitola**, a municipal corporation, hereinafter called "City," and Community Television of Santa Cruz County, Inc. (CTV), hereinafter called "CTV."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, CTV has the requisite skill, training, qualifications and experience to render such services called for under this Agreement to the City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. CTV shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be from April 1, 2014 to December 31, 2014, inclusive, with options to renew for an additional one-year period until December 31, 2015.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of CTV are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. CTV will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to CTV including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, CTV shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CTV. It is understood and agreed that CTV, in the performance of the work and services agreed to be performed by CTV, shall act as and be an independent contractor and not an agent or employee of the City, and as an independent CTV, shall obtain no rights to retirement benefits or other benefits which accrue to the City's employees, and CTV hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. CTV shall not assign or transfer any interest in this Agreement nor the performance of any of CTV's obligations hereunder, without the prior written consent of City, and any attempt by CTV to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. CTV has the expertise and experience necessary to perform the services and duties agreed to be performed by CTV under this Agreement, and City is relying upon the skill and knowledge of CTV to perform said services and duties. CTV shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or errors or omissions by CTV or CTV's officers, employees or agents.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. CTV shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Agreement.

B. Auto and Commercial General Liability Insurance. CTV shall also maintain in full force and effect for the term of this Agreement, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement. The amounts of insurance shall not be less than the following:

- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project CTV performs for the City. Such insurance shall (a) name the City, its appointed and elected officials, and its employees as insured's; and (b) be primary with respect to insurance or self-insurance programs maintained by the City and (c) contain standard separation of insured's provisions.

- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, CTV shall be insured against liability for Workers' Compensation or undertake self-insurance. CTV agrees to comply with such provisions before commencing performance of any work under this Agreement.
- D. Proof of Insurance to the City before Notice to Proceed to Work. CTV shall satisfactorily provide certificates of insurance to the City Clerk before Notice to Proceed to Work of this Agreement will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to the City. Approval of insurance by the City shall not relieve or decrease the extent to which CTV may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. CTV shall not perform any work under this Agreement until CTV has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If CTV fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that insurance has been procured and is in force and paid for, the City shall have the right at the City's election to forthwith terminate this Agreement immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another CTV to complete the project.

SECTION 10. NON-DISCRIMINATION. CTV shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Agreement.

SECTION 11. TERMINATION.

- A. The City and CTV shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) days written notice of termination.
- B. If CTV fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City may terminate this Agreement immediately upon written notice.
- C. The City Manager is empowered to terminate this Agreement on behalf of the City.
- D. In the event of termination, CTV shall deliver to City copies of all work papers, schedules, reports and other work performed by CTV and upon receipt thereof, CTV shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. CTV shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. CTV shall obtain and maintain a City of Capitola business license during the term of this Agreement.

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

SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for CTV in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by CTV or any other person engaged directly by CTV to perform the services required hereunder shall be and remain the property of the City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The CTV covenants that CTV has not employed or retained any company or person, other than a bona fide employee working solely for CTV, to solicit or secure the Agreement, and that CTV has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CTV, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement, for breach or violation of this covenant, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. CTV agrees that waiver by the City or any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

SECTION 19. CONFLICT OF INTEREST.

- A. A CTV shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. CTV shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Agreement or such Resolution, as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and CTV agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. CTV shall make available to the City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to the City, its authorized agents and employees, such other evidence or information as the City may require with respect to any such expense or disbursement charged by CTV.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

Jamie Goldstein,
City Manager
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300

CTV

Ann K. Bisbee - Executive Director
Community Television of
Santa Cruz County, Inc.
816 Pacific Avenue
Santa Cruz, CA 95060
(831) 425-8848 x28

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

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

CITY

CTV

CITY OF CAPITOLA

COMMUNITY TELEVISION OF
SANTA CRUZ COUNTY, INC.

BY _____
City Manager

BY _____
Ann K. Bisbee, Executive Director

APPROVED AS TO FORM:

BY _____
City Attorney

EXHIBIT "A"**SCOPE OF SERVICES**

1. Capitola City Council Meetings Broadcast in North County – CTV will rebroadcast the Capitola City Council meetings on the government access channel in the North County cable franchise area. Such programming shall be scheduled to commence on a weeknight beginning at 7:00 pm. Should a weeknight primetime slot not be immediately available, City Council meetings shall be broadcast on a weekend evening commencing at 7:00 pm. In the event the City Council meetings can be broadcast on a “live” simultaneous basis in North County, the City reserves the right to substitute other programming in a 3-hour block.
2. Broadcast Technicians
 - a. Provide technicians to record and/or broadcast all regular and special City Council and Planning Commission meetings.
 - b. Provide technicians to record and/or broadcast other City meetings and programs.
 - c. Technician rates are \$50.00 per hour per technician for all professional services on-site including all time in chambers and closed sessions.
3. Training Workshops – CTV shall continue to offer Capitola residents workshops that instruct them on video camera operation, electronic video editing and other techniques that will allow production of programming that may in turn be submitted to CTV for broadcast on the public access channel.
4. Community Event and Public Service Announcement Coverage – At the request of the City, CTV will produce and playback up to 2 community events and 2 public service announcements.
5. Technical Assistance – CTV will provide up to 10 hours of on-site technical facility assistance per year. The CTV Information Technology Director or a staff member of equal technical knowledge shall provide such services. Should additional technical assistance be necessary, it shall be purchased at the rate of \$30.00 per hour.
6. Employment – CTV agrees to use its best efforts to employ Capitola area residents to assist in all control room technician work for this item and all other services provided to the City. Such best efforts shall include at a minimum advertising technician position job openings with the Soquel High School Video Academy and a local newspaper and/or other local publications.
7. PEG Access Cable Channels Programming – CTV shall air their programming on three (3) PEG Channels provided by the City.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

1. Service Review - Services shall commence immediately upon execution of this Agreement. Unless otherwise requested or indicated, the City and CTV may review service levels, output, and performance of duties every six months.
2. Annual Reports – Within ninety (90) days after the end of the fiscal year (June 30th), CTV shall submit a written annual report to the City with respect to the preceding year and including the following:
 - a. A summary of the previous year's activities in development and/or support of Public, Educational, and Governmental Access programming in Capitola. The report should summarize the number of public service announcements, efforts to hire locally, number of Capitola members, classes offered to Capitola residents, and a description of field productions from or about Capitola.
 - b. A copy of CTV's annual Activities Plan and Budget report and other periodic reports shall be submitted to the City within forty-five (45) days of issuance.
 - c. A list identifying CTV's officers, members of its board of directors, and other principals of CTV.

EXHIBIT "C"
COMPENSATION

A. Total Compensation.

In consideration of the compensation within this contract, the parties agree to continue control room services associated with Capitola City Council and Planning Commission meetings at the following rates. Technician rates are \$50.00 per hour per technician for all professional services on-site including all time in chambers and closed sessions.

B. Payment Request.

CTV shall submit a request for payment for **technician services** on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to CTV for appropriate compensation.

The CTV shall submit payment request for **television programming services** on a quarterly basis by letter to Director, or said Director's designated representative. Said request for payment shall be submitted in accordance with the schedule outlined in Section B.

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January 8, 2014

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

Via Electronic and U. S. Mail

RE: Notification of Termination of City of Capitola's ("City") Complimentary Video Services Provided by Charter Communications ("Charter"); Information Regarding Future Use of Public, Educational and Government Programming ("PEG") Fees

Dear Mr. Goldstein:

I am writing to notify you of changes that will occur on March 9, 2014, which is the date when the City's prior local franchise would have expired; namely changes to complimentary cable services and PEG programming fees.

Complimentary Accounts.

Effective April 18, 2012, Charter began operating in the City under a new state-issued franchise authorized by the California Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"). The state franchise replaced Charter's locally-issued franchise agreement with the City. Pursuant to California Public Utilities Code Section 5870(k), a state franchise holder's obligation to provide complimentary cable service to public buildings free of charge contained in a locally-issued franchise that has expired by its own terms, shall continue until the natural expiration of the franchise which in this case is March 9, 2014. As a result, Charter's obligation to provide the City with complimentary video services will cease effective on that date.

Attached is a list of sites where the City is currently receiving complimentary services, according to our records. Should the City choose to maintain any Charter services that are currently complimentary, a service contract must be negotiated by March 10, 2014. Please let me know as soon as possible how the City would like to proceed in this matter. If Charter does not hear from the City by January 17, 2014, Charter will schedule the disconnection of any complimentary services on March 10, 2014.

If the City would like to move forward with a service contract, a Charter Business representative will contact you to begin discussions. We will make every effort to provide the City a reasonable and attractive offer for continued use of the network.

Mr. Jamie Goldstein
January 8, 2014

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PEG Fees.

Federal law only permits PEG fees to be used for capital "costs incurred in or associated with the construction of PEG access facilities" and contains an explicit prohibition on using PEG fees for operational support. This prohibition would constrain the City's use of PEG fees for anything other than legitimate capital costs incurred in or associated with the construction of PEG access facilities. DIVCA expressly requires that the use of the PEG fee must be consistent with federal law. To the extent that the City has used any PEG fees for operational expense, please be advised that federal and state law prohibit such use and strictly constrain how these funds are to be used.

Please feel free to contact me if you have any questions or concerns.

Best regards,



Lisa Ludovici
Senior Manager, Government Affairs
(o) 805-783-4945
(m) 805-550-1627
l.ludovici@charter.com

cc: Lisa Murphy, Administrative Services Director, City of Capitola

City of Capitola
Complimentary Services

NAME	ADDRESS	CITY	STATE	ZIP	ACCOUNT_NUMBER	SERVICES
CAPITOLA POLICE DEPT,*	422 CAPITOLA AVE.	CAPITOLA	CA	95010-3318	8203110080038594	BASIC TV
CITY HALL,*	420 CAPITOLA AVE.	CAPITOLA	CA	95010-3318	8203110080038586	BASIC TV

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